



UNIVERSIDAD PERUANA  
**CAYETANO HEREDIA**



**SPECIFIC ACADEMIC MOBILITY AGREEMENT**  
**BETWEEN**  
**UNIVERSIDAD PERUANA CAYETANO HEREDIA, REPUBLIC OF PERU**  
**AND**  
**UNIVERSITÀ DEGLI STUDI DI VERONA, ITALIAN REPUBLIC**

The Specific Agreement is hereby recorded, which is entered into on the one hand:

**UNIVERSIDAD PERUANA CAYETANO HEREDIA**, with legal domicile at Av. Honorio Delgado 430, district of San Martín de Porres, province and department of Lima, Peru, with RUC N° 20110768151, hereinafter referred to as **CAYETANO**, duly represented by its Academic Vice-Rector, Dr. **Flor Yesenia Musayón Oblitas**, identified with DNI No. 09895254, with appointed to the referred position as stated in the Resolution of the University Electoral Committee N°004-2021-CEU/UPCH whose powers are recorded in Electronic Entry N° 03024345, of the National Superintendency of Public Registries (SUNARP) of Lima.

And on the other hand, **UNIVERSITÀ DEGLI STUDI DI VERONA**, with legal domicile at Via dell'Artigliere N° 8, Verona, Italy, Fiscal code N° 93009870234, hereinafter referred to as **UNIVR**, duly represented by its Rector, **prof. Pier Francesco Nocini**, jointly referred to as "**THE PARTIES**", have agreed to establish collaboration according to terms and conditions set out in the articles following hereunder:

**CLAUSE ONE: THE PARTIES**

1. **CAYETANO** is an academic institution with legal personality under private law, non-profit, autonomous, with democratic governance, arising from the social community and serving it. It is autonomous in regulatory, academic, administrative, economic, and governance matters, within the legal provisions governing Peruvian universities. UPCH was established by Supreme Decree N°18 issued by the Peruvian Government on September 22, 1961 and is domiciled in the city of Lima.
2. **UNIVR** is an academic institution with legal personality under public law, **accreditamento MUR**

**CLAUSE TWO: OBJECTIVE**

The purpose of this agreement is to implement undergraduate and graduate student mobility between **CAYETANO** and **UNIVR**.

**CLAUSE THREE: SCOPE OF COOPERATION**

**CAYETANO** and **UNIVR** agree to promote the following exchange activities, based on their respective educational and academic needs:

- a. Exchange of academic staff (professors, lecturers or researchers, faculty members)



- b. Exchange of undergraduate and graduate students.
- c. Clinical Rotations
- d. Other academic exchanges agreed upon by **THE PARTIES**.

#### **CLAUSE FOUR: RESPONSIBILITIES BETWEEN INSTITUTIONS AND STUDENTS**

- 4.1 **THE PARTIES** undertake to make their best efforts to promote and encourage exchange among their students.
- 4.2 **THE PARTIES** agree to enroll exchange students on a regular basis at the host university for the duration of the exchange program.
- 4.3 Student mobility will apply to regular undergraduate and graduate students who have completed at least 50% of their studies.
- 4.4 Each student will have access to the same academic resources and support services available to all students at the host institution.
- 4.5 Exchange students will be subject to the rules and procedures established by the host institution for the academic period in which they are enrolled. The host institution will be responsible for all matters related to the credits awarded for the courses completed by the students.
- 4.6 Students will cover the tuition fees and other associated costs at their home institution for the purposes of their mobility, for as long as the program requires; so the host institution will exempt them from these payments.
- 4.7 The host university will provide visiting students with credentials or documents certifying their status as academic mobility students.
- 4.8 The costs of accommodation, food, and transportation will be the responsibility of the student.
- 4.9 The host institution reserves the right to determine admission.

#### **CLAUSE FIVE: NUMBER OF PLACES**

- 5.1 Based on the availability of potential candidates, **THE PARTIES** will grant reciprocity in its allotted places. However, each institution may coordinate to make additional places available if necessary.
- 5.2 **THE PARTIES** undertake to strive for a balance in the number of students exchanged.



#### **CLAUSE SIX: STUDENT SELECTION AND ENROLLMENT**

- 6.1 The home institution will evaluate the applications of its students to participate in the Exchange program.
- 6.2 The exchange student may spend a minimum of one (1) teaching period (quarter or semester) and a maximum of two (2) teaching periods at the host institution.
- 6.3 Students are eligible to participate in the Exchange program as long as they meet the following requirements:
  - a. Students must be enrolled at their home institution for the entire duration of the exchange period.
  - b. Students must obtain approval from their home institution to enroll in the courses of the selected study program.
  - c. Students must obtain approval from their home institution's faculty, ensuring that full credits will be awarded towards their curriculum at the home institution for the satisfactory completion of courses taken at the host institution.
  - d. Each exchange student will be subject to the academic procedures and rules of conduct of the host institution and may be subject to sanctions as outlined in its regulations.
  - e. Each student may participate in internships, enroll in curricular courses, participate in short stays, or engage in academic visits. The duration of each mobility stay will depend on the specific activity being undertaken.
  - f. **THE PARTIES** will submit the complete applications of its students at least three (3) months prior to the start of the academic term. The host institution reserves the right to admit the students.

#### **CLAUSE SEVEN: VALIDITY**

The duration of this Agreement is five (5) years from the date of the last signature. It may be extended for equal periods with the mutual consent of **THE PARTIES** through an addendum, which shall be an integral part of this Agreement.

#### **CLAUSE EIGHT: MODIFICATIONS**

Any matters not expressly covered by this Agreement, as well as any necessary clarifications or definitions of criteria or mechanisms for its better implementation, modification, or extension of the agreed terms, will be decided by mutual agreement between **THE PARTIES** through the signing of the respective adenda.



## **CLAUSE NINE: CIVIL LIABILITY**

Both parties shall be exempt from all civil liability for damages that may arise in the event of a total or partial breach of this Agreement due to fortuitous events or force majeure. Force majeure is understood as any event, whether present or future, including natural phenomena or otherwise, that is beyond the control of **THE PARTIES**, that cannot be foreseen, or that, even if foreseen, cannot be avoided, including strikes and stoppages of academic or administrative work. In such cases, **THE PARTIES** shall review the progress of the activities by mutual agreement to establish the basis for their early termination.

## **CLAUSE TEN: TERMINATION OF THE AGREEMENT**

10.1 This Agreement may be terminated in the following cases:

- a. By mutual agreement of the parties, which must be documented in writing.
- b. By unilateral decision of one of **THE PARTIES**, without stating a cause, in which case the party invoking the termination must send written notice to the other party within thirty (30) business days. The termination will take effect after the notice period has elapsed.
- c. Due to a fortuitous event or force majeure, duly substantiated, that makes compliance impossible. In such a case, the party invoking this exception must send a communication within three (3) calendar days from the occurrence of the event that qualifies as fortuitous or force majeure.
- d. For unjustified failure to comply with any of the commitments undertaken by either party, the defaulting party will have fifteen (15) calendar days to remedy the non-compliance upon receiving a notice from the affected party. If the non-compliance is not remedied within the specified period, the Agreement will be considered terminated by operation of law.

10.2 **THE PARTIES** agree that the termination of this Agreement does not release any party from fulfilling obligations or responsibilities that arose prior to the date of termination. This is to ensure that students currently studying under this Agreement are not adversely affected.

## **CLAUSE ELEVEN: INTELLECTUAL PROPERTY AND ADVERTISING**

11.1 It is hereby established that neither party may use the trade names, logos, emblems, trademarks, or any combinations, variations, or additions thereof, either independently or in conjunction with other distinctive signs, used to identify the products of the other party, without obtaining prior express written approval.



- 11.2 **THE PARTIES** understand that by signing this Agreement, they do not acquire any rights to use the trademarks, logos, commercial slogans, trade names, products, or other intellectual property rights related to the corporate name, advertising signs, marketing, and advertising of the other party. These remain and will continue to be the exclusive property of each party. Each party must obtain written authorization from the other to use any logos, commercial names, corporate names, advertising signs, or promotional materials. Specifically, upon concluding the contract, **THE PARTIES** agree not to make unauthorized use of any tools provided by the other party to support individual and/or corporate communication strategies with the users. This includes communication strategies, visual content, texts, artwork, branding, "look and feel" and individual or group reminders.
- 11.3 The intellectual property resulting from the work conducted under this Agreement will be governed by the applicable legal provisions and the specific agreements signed by **THE PARTIES** in this regard. Recognition will be granted to those who have contributed to the execution of said works, projects, and other related activities.
- 11.4 This clause shall survive the expiration or termination of this Agreement indefinitely.

#### **CLAUSE TWELVE: ANTI-CORRUPTION MECHANISMS**

- 12.1 **THE PARTIES** declare and guarantee their commitment to fulfilling the obligations set forth in this Agreement. In the execution or fulfillment of the purposes of this Agreement, **THE PARTIES** will adopt the appropriate mechanisms or measures to prevent the possible commission of acts of corruption and/or any other related acts.
- 12.2 **THE PARTIES** guarantee that the execution of this Agreement will be carried out without any direct or indirect offers, promises, grant, concede, or authorize any illegal, improper, or dubious payments, in any form or modality, to public officials, agents, employees, or related third parties. This prohibition includes actions taken either through one of **THE PARTIES** or through third parties who intend to influence any act or decision aimed at sponsoring, supporting, protecting, or promoting, directly or indirectly, the interests of any of **THE PARTIES**.
- 12.3 **THE PARTIES** undertake to conduct themselves at all times during the execution of the Agreement with honesty, truthfulness and integrity; and to refrain from committing any illegal acts or engaging in corruption, either directly or indirectly, or through their representatives, officials, advisors, or employees.
- 12.4 **THE PARTIES** undertake to report directly and promptly to the competent authorities any unlawful or corrupt acts or conduct of which they become aware. **THE PARTIES** agree to adopt appropriate technical, organizational, and/or personnel measures to prevent such acts or practices.



- 12.5 Failure to comply with any of the obligations set forth in this clause shall be grounds for immediate termination by either party.

### **CLAUSE THIRTEEN: PERSONAL DATA PROCESSING**

- 13.1 **THE PARTIES** undertake to use and/or process the personal data provided solely for the purposes of fulfilling the Agreement. They shall not use and/or process such personal data for any purpose other than those outlined in this Agreement, nor transfer the personal data to any third party under any circumstances, except where required by a government authority through a formal request for the exercise of its functions, or in the case of the involvement of third parties for the purposes of this Agreement.
- 13.2 In these latter cases, **THE PARTIES** must:
- a. Notify the other party of the request made by the governmental authority for the disclosure and/or provision of personal data; the requested party may only disclose such information with the express written consent of the other party.
  - b. Notify the other party of the subcontracting of third-party suppliers, in which case the subcontracting party must ensure that confidentiality agreements are signed by the third parties and the designated personnel (as applicable).
- 13.3 **THE PARTIES** declare that the data will only be accessed and used by employees who have a legitimate need to know such information in the course of fulfilling the commitments under this Agreement.
- 13.4 **THE PARTIES** acknowledge that they will be held responsible for any dissemination and/or use of personal data for purposes other than those established in this Agreement, except when the confidential information is or becomes public knowledge without fault of the disclosing party.
- 13.5 **THE PARTIES** declare that they are the owners and custodians of the Personal Data Banks from which the personal data used in the provision of services for the fulfillment of this Agreement are derived. Likewise, **THE PARTIES** acknowledge that they assume the role of data controllers and declare that they have adopted the appropriate security measures for the protection of the information, respecting the technical security measures applicable to each category and type of personal data processing. **THE PARTIES** further commit to safeguarding personal data even after the termination of this Agreement.
- 13.6 **THE PARTIES** shall be responsible for any claim, complaint, legal action, administrative procedure, or other proceedings initiated by any client or authorized third party due to the breach of any obligations agreed upon in this clause. The responsible party shall bear the corresponding costs and expenses, including any amounts related to damages, compensation, fines, or other penalties imposed.



#### **CLAUSE FOURTEEN: CONFIDENTIALITY**

- 14.1 For the purposes of this Agreement, all information provided orally or in writing, as well as the verification of data from the various areas of **THE PARTIES**, shall be considered confidential information.
- 14.2 The information shall be considered Confidential Information, regardless of the means of transmission or acquisition, including computer systems, recordings on magnetic or optical media of any kind derived from interviews or conversations with personnel of **THE PARTIES**, as well as any tape or video recordings obtained from such interviews and/or conversations.
- 14.3 **THE PARTIES** undertake to ensure that their personnel and/or third parties under their control handle the Confidential Information with the utmost care and confidentiality and do not use or disclose it in any manner.
- 14.4 **THE PARTIES** shall, under their sole responsibility, take all necessary measures to prevent third parties from unauthorized or improper disclosure or use of the Confidential Information.
- 14.5 It is expressly stated that the obligations contained in this clause shall remain in force throughout the term of this Agreement and even after its termination for an indefinite period. Any breach of the confidentiality obligations shall be considered grounds for termination of this Agreement, and the affected party may seek compensation from the other party for any damages caused by such breach through any means it deems appropriate.
- 14.6 The omission of **THE PARTIES** to demand compliance with the confidentiality commitment, on one or more occasions, may not be considered as a waiver of the obligation to comply with the obligations that may arise subsequently, even when the legal relationship derived from this Agreement has been terminated.

#### **CLAUSE FIFTEEN: ADDRESSES**

- 15.1 For the validity of all communications and notifications related to the execution of this Agreement, **THE PARTIES** shall use the addresses specified in the introduction of this document. Likewise, communications may be made through the following email addresses: [durin@oficinas-upch.pe](mailto:durin@oficinas-upch.pe) and [relazioni.internazionali@ateneo.univr.it](mailto:relazioni.internazionali@ateneo.univr.it), which **THE PARTIES** declare through this agreement.
- 15.2 In the event that email is used as a means of communication, acknowledgment of receipt must be obtained for the communication to be considered valid. If the sending Party does not receive acknowledgment of receipt within three (3) business days following the date





of sending, they must resort to the other communication mechanisms established in this clause.

- 15.3 Any change or modification in the addresses or indicators specified in this clause must be communicated to the other Party by any of the means previously indicated, and it will not take effect until the other Party acknowledges receipt of such change or modification.

#### **CLAUSE SIXTEEN: CONFLICTS RESOLUTION**

Any controversy, discrepancy, or claim arising from or in connection with this Agreement, including but not limited to its expiration, invalidity, execution, compliance, or interpretation, shall be resolved through friendly and direct dialogue, with solutions adopted by mutual agreement and in accordance with the principles of good faith and common intention of **THE PARTIES**.

#### **CLAUSE SEVENTEEN: SIGNATURES**

**THE PARTIES** agree to the use of digital signatures for the subscription of this Agreement, declaring and granting these signatures the same validity and legal effect as handwritten signatures. This Agreement shall take effect from the date of the last signature.

#### **CLAUSE EIGHTEEN: OPERATIVE EFFECT**

This Agreement is prepared as two (2) copies in English and Spanish, for the same purpose. It will become effective after being signed by the representatives of the **THE PARTIES**.

As a sign of conformity with this Specific Agreement, the representatives of **THE PARTIES** sign it in two copies of identical tenor and equally valid, digital signatures, on the.....day of..... of the year 2024.

.....  
**DR. FLOR YESENIA MUSAYÓN OBLITAS**  
Academic Vice President  
**UNIVERSIDAD PERUANA CAYETANO  
HEREDIA**

.....  
**PROF. PIER FRANCESCO NOCINI**  
Rector  
**UNIVERSITÀ DEGLI STUDI DI VERONA**





**CONVENIO ESPECÍFICO DE MOVILIDAD ACADÉMICA**  
**ENTRE**  
**UNIVERSIDAD PERUANA CAYETANO HEREDIA, REPÚBLICA DEL PERÚ**  
**Y**  
**UNIVERSITÀ DEGLI STUDI DI VERONA, REPÚBLICA ITALIANA**

Conste por el presente documento, el Convenio Específico, que celebran de una parte:

**LA UNIVERSIDAD PERUANA CAYETANO HEREDIA**, con domicilio legal en Av. Honorio Delgado N° 430, distrito de San Martín de Porres, provincia y departamento de Lima, Perú, RUC N° 20110768151 a la que en adelante se denominará la **CAYETANO**, debidamente representada por su Vicerrectora Académica, la Dra. **Flor Yesenia Musayón Oblitas**, identificada con DNI N° 09895254, con poderes inscritos en el Asiento A00078, de la partida electrónica N° 03024345 de la Superintendencia Nacional de los Registros Público (SUNARP) de Lima.

Y de otra parte, **LA UNIVERSITÀ DEGLI STUDI DI VERONA**, con domicilio legal en Via dell'Artigliere N° 8, Verona, Italia, Codigo fiscal N° 93009870234 a la que en adelante se denominará **UNIVR**, debidamente representada por su Rector, el Prof. **Pier Francesco Nocini**, denominadas conjuntamente "**LAS PARTES**", han acordado establecer colaboración de acuerdo con los términos y condiciones establecidos en los artículos que se detallan a continuación:

**PRIMERO: LAS PARTES**

1. **CAYETANO** es una institución académica con personería jurídica de derecho privado, sin fines de lucro, autónoma, con gobierno democrático, emanada de la comunidad social y al servicio de ella. Es autónoma en lo normativo, académico, administrativo, económico y de gobierno, dentro de las disposiciones legales que rigen a la universidad peruana. **CAYETANO** fue creada por Decreto Supremo N° 18 del gobierno peruano, de fecha 22 de setiembre de 1961, domiciliado en Lima.

2. **UNIVR** accreditamento MUR  
.....  
.....

**SEGUNDO: OBJETO**

El propósito de este acuerdo es implementar la movilidad de estudiantes de pregrado y posgrado entre **CAYETANO** y **UNIVR**.



### **TERCERO: ALCANCE DE LA COOPERACIÓN**

La **CAYETANO** y **UNIVR** acuerdan promover las siguientes actividades de intercambio basadas en sus respectivas necesidades educativas y académicas:

- a. Intercambio de personal académico (profesores, conferencistas o investigadores, miembros del cuerpo docente)
- b. Intercambio de estudiantes de pregrado y posgrado.
- c. Rotaciones clínicas
- d. Otros intercambios académicos acordados por ambas **PARTES**.

### **CUARTA: RESPONSABILIDADES ENTRE INSTITUCIONES Y ESTUDIANTES**

- 4.1 **LAS PARTES** se comprometen a prestar sus mejores esfuerzos en el sentido de promover e incentivar el intercambio entre sus estudiantes.
- 4.2 **LAS PARTES** acepta inscribir a los estudiantes de intercambio de manera regular en la Universidad de destino por el tiempo que dure el programa de intercambio.
- 4.3 La movilidad estudiantil se realizará con estudiantes regulares de pregrado y posgrado que hayan cursado el 50% de sus estudios.
- 4.4 Cada estudiante obtendrá los mismos recursos académicos y servicios de soporte disponibles para todos los estudiantes de la institución anfitriona.
- 4.5 Los estudiantes de intercambio estarán sujetos a las reglas y procedimientos que señale la institución anfitriona por el periodo académico en el que el estudiante se encuentre inscrito. La institución anfitriona tendrá responsabilidad de todo lo concerniente a los créditos otorgados por las materias cursadas por el estudiante.
- 4.6 Los estudiantes cubrirán las cuotas de matrícula y demás asociadas para fines de su movilidad en su institución de origen, durante todo el tiempo que lo requiera el programa; por lo que la institución anfitriona los exentará de esos pagos.
- 4.7 La Universidad anfitriona proporcionará a los estudiantes visitantes, credencial o documentos que los acredite como estudiante de movilidad académica.
- 4.8 Los gastos de hospedaje, alimentación y transporte serán responsabilidades del alumno.
- 4.9 La institución receptora se reserva el derecho de admisión.

### **QUINTA: NÚMERO DE PLAZAS**

- 5.1 De acuerdo a la disponibilidad de candidatos potenciales, **LAS PARTES** otorgarán reciprocidad en sus plazas. Sin embargo, cada institución podrá coordinar y disponer de un número adicional de plazas en caso sea necesario.



- 5.2 **LAS PARTES** se comprometen a procurar mantener en equilibrio el número de estudiantes a intercambiar.

#### **SEXTA: SELECCIÓN E INSCRIPCIÓN DE LOS ESTUDIANTES**

- 6.1 La institución de origen evaluará las aplicaciones de sus estudiantes para participar en el intercambio.
- 6.2 El estudiante de intercambio podrá pasar un mínimo de un (1) periodo lectivo (trimestre, cuatrimestre o semestre) y un máximo de dos (2) periodos lectivos en la institución anfitriona.
- 6.3 Los estudiantes son elegibles para participar en el intercambio siempre que cumplan los siguientes requisitos:
- a. Que estén inscritos y/o matriculados, según el caso, en su institución de origen para el periodo completo de intercambio.
  - b. El estudiante deberá obtener de su institución de origen, la aprobación para cursar las materias del programa de estudio seleccionado.
  - c. Que haya obtenido la aprobación de la facultad de su institución de origen, que por concluir satisfactoriamente los cursos inscritos en la institución anfitriona, se le otorgará créditos completos a favor de su plan de estudios en su institución de origen.
  - d. Cada estudiante de intercambio estará sometido a los procedimientos académicos y a las reglas de conducta pudiendo ser sujeto de las sanciones previstas en el reglamento de la institución anfitriona.
  - e. Cada estudiante podrá realizar prácticas, cursos curriculares, estancias cortas y visitas académicas, por lo que la duración de cada estancia de movilidad dependerá de la actividad a desarrollar.
  - f. **LAS PARTES** enviarán las aplicaciones completas de sus estudiantes al menos 3 meses antes del inicio del periodo académico. La institución anfitriona se reserva el derecho de admitir al estudiante.

#### **SÉPTIMA: VIGENCIA**

La duración de este Convenio es de cinco (5) años a partir de la última fecha de firma. Podrá ser prolongado por iguales periodos con el consentimiento mutuo de las partes a través de una adenda, el cual deberá formar parte integral de este Convenio.



## **OCTAVA: MODIFICACIONES**

Todo lo que no estuviera expresamente previsto en este Convenio, así como, de ser necesario la precisión y definición de criterios o mecanismos para su mejor ejecución, modificación o ampliación de los términos acordados, se decidirá de mutuo acuerdo entre las partes, a través de la suscripción de las adendas respectivas.

## **NOVENA: RESPONSABILIDAD CIVIL**

Ambas partes estarán exentas de toda responsabilidad civil por los daños y perjuicios que se puedan derivar en caso de incumplimiento total o parcial del presente Convenio, debido a caso fortuito o fuerza mayor. Fuerza mayor es entendida por esto a todo acontecimiento, presente o futuro, ya sea fenómeno de la naturaleza o no, que esté fuera del dominio de la voluntad de **LAS PARTES**, que no pueda preverse o que aun previéndose no pueda evitarse, incluyendo la huelga y el paro de labores académicas o administrativas. En tales supuestos **LAS PARTES** revisarán de común acuerdo el avance de las actividades para establecer las bases de su terminación anticipada.

## **DÉCIMA: RESOLUCIÓN DEL CONVENIO**

10.1 El presente Convenio será resuelto en los siguientes casos:

- a. Por acuerdo de las partes, lo que deberá ser expresado por escrito.
- b. Por decisión unilateral de una de **LAS PARTES**, sin expresión de causa, de una de las partes, en cuyo caso la parte que invoca la resolución deberá cursar notificación escrita a la otra, con un plazo de treinta (30) días hábiles de antelación, luego de lo cual la resolución surtirá efectos.
- c. Por caso fortuito o fuerza mayor, debidamente sustentado, que imposibilite su cumplimiento. En este caso, la parte que alega este supuesto, deberá remitir una comunicación en un plazo no mayor a tres (3) días calendarios de ocurrido el evento que califica como fortuito o de fuerza mayor.
- d. Por incumplimiento injustificado de cualquiera de los compromisos asumidos por alguna de **LAS PARTES**. En este caso, la parte tendrá un plazo de 15 días calendario para subsanar el incumplimiento, luego de recibir la carta de la parte afectada por el incumplimiento. Si no subsana en el plazo indicado, se entenderá que el Convenio queda resuelto de pleno derecho.

10.2 **LAS PARTES** acuerdan que la resolución del presente convenio no libera a alguna de **LAS PARTES** del cumplimiento de todas aquellas obligaciones o responsabilidades que se hayan originado con anterioridad a la fecha de dicha resolución. Ello con la finalidad de no afectar a los estudiantes que se encuentran cursando sus estudios en mérito al presente convenio.



## **DECIMOPRIMERA: PROPIEDAD INTELECTUAL Y PUBLICIDAD**

- 11.1 Queda establecido que ninguna de las partes podrá usar los nombres comerciales, logotipos, emblemas, marcas y todas las combinaciones, variaciones y adiciones a éstos, ya sea independientemente o en combinación con otros signos distintivos, utilizados para designar los productos de la otra parte, sin su aprobación previa y expresa por escrito.
- 11.2 **LAS PARTES** entienden que con la firma de este Convenio, no adquieren ningún derecho de uso sobre las marcas, logos, lemas comerciales, nombres comerciales, productos y demás derechos de propiedad intelectual sobre su razón social, señales de propaganda, marketing y publicidad, pues entienden que éstas son y seguirán siendo propiedad exclusiva de cada una. En tal sentido, cada una de las partes deberá contar con autorización escrita por parte de la otra para poder hacer uso de cualquiera de los logotipos, denominaciones comerciales, razón social, señales de publicidad o propaganda de esta. Específicamente, una vez concluido el contrato, **LAS PARTES** se comprometen a no hacer uso no autorizado de las herramientas provistas por la otra parte para apoyar las estrategias de comunicación individual y/o corporativa con los usuarios, incluyendo la estrategia de comunicación, contenido visual, textos, arte, branding, “look and feel”, recordatorios individuales y grupales.
- 11.3 La propiedad intelectual que derive de los trabajos realizados con motivo de este Convenio estará sujeta a las disposiciones legales aplicables y a los instrumentos específicos que sobre el particular suscriban **LAS PARTES**. El reconocimiento será otorgado a quienes hayan contribuido en la ejecución de dichos trabajos, proyectos, entre otros.
- 11.4 La presente cláusula sobrevivirá al vencimiento o la resolución del presente Acuerdo de manera indeterminada.

## **DECIMOSEGUNDA: MECANISMOS DE ANTICORRUPCIÓN**

- 12.1 **LAS PARTES** declaran y garantizan su compromiso de cumplir con las obligaciones establecidas en este Acuerdo. En la ejecución o cumplimiento de los fines del presente Convenio, **LAS PARTES** adoptarán los mecanismos o medidas convenientes a fin de prevenir la posible comisión de actos de corrupción y/o cualquier otro acto vinculado con el mismo.
- 12.2 **LAS PARTES** garantizan que la ejecución del presente Convenio se realice sin mediar, directa o indirectamente, ofrecimientos, promesas, otorgamientos, concesiones o autorizaciones de pagos ilegales, impropios, indebidos o dudosos, bajo cualquier modalidad y forma, a favor de funcionarios, agentes o empleados públicos, o a terceras personas relacionadas a cualquiera de estos. Esta prohibición incluye las acciones realizadas ya sea a través de una de **LAS PARTES** o a través de terceros que pretendan



influir en cualquier acto o decisión destinada a patrocinar, apoyar, proteger o promover, directa o indirectamente, los intereses de cualquiera de **LAS PARTES**.

- 12.3 **LAS PARTES** se obligan a conducirse en todo momento, durante la ejecución del convenio, con honestidad, veracidad e integridad y de no cometer actos ilegales o de corrupción, directa o indirectamente o a través de sus representantes, funcionarios, asesores y servidores.
- 12.4 **LAS PARTES** se compromete a comunicar a las autoridades competentes, de manera directa y oportuna, cualquier acto o conducta ilícita o corrupta de la que tuviera conocimiento. **LAS PARTES** acuerdan adoptar medidas técnicas, organizativas y/o de personal apropiadas para evitar los referidos actos o prácticas.
- 12.5 El incumplimiento de cualquiera de las obligaciones contempladas en esta cláusula, será causal de resolución inmediata por cualquiera de **LAS PARTES**.

### **DECIMOTERCERA: TRATAMIENTO DE DATOS PERSONALES**

- 13.1 **LAS PARTES** se comprometen a utilizar y/o tratar los datos personales proporcionados estrictamente para el cumplimiento de los fines del Convenio y no podrá utilizar y/o tratar dichos datos personales para ninguna finalidad distinta a la prevista en el presente Convenio ni transferir los datos personales a ningún tercero, bajo circunstancia alguna; salvo cuando alguna autoridad gubernamental lo solicite, mediante documento formal, para el ejercicio de algunas de sus funciones y/o en caso de la intervención de terceros para el desarrollo del presente Convenio.
- 13.2 En estos últimos casos, **LAS PARTES** deberán:
- a. Comunicar a la otra parte sobre la solicitud remitida por la autoridad gubernamental, para la revelación y/o entrega de los datos personales; siendo que la parte requerida solo podrá revelar dicha información con el consentimiento expreso y escrito por la otra parte.
  - b. Comunicar a la otra parte sobre la subcontratación de terceros, para cuyo caso, la parte subcontratante deberá cursar los convenios de confidencialidad suscritos por los terceros y el personal designado (según corresponda).
- 13.3 **LAS PARTES** declaran que los datos sólo serán conocidos y utilizados por los empleados que tengan la necesidad de conocer dicha información en el curso de la ejecución de los compromisos contenidos en el presente Convenio.
- 13.4 **LAS PARTES** reconocen que serán responsables por la difusión y/o utilización, de los datos personales para fines distintos a los establecidos en el presente Convenio, salvo



cuando la información confidencial, a la fecha sea o se vuelva de dominio público sin responsabilidad de la parte que hace la divulgación.

- 13.5 **LAS PARTES** declaran que son titulares y responsables de los Bancos de Datos Personales de los cuales provienen los datos personales utilizados para el cumplimiento del presente Convenio. Asimismo, **LAS PARTES** reconocen que asumen la condición de encargado de tratamiento de los datos personales y declara que ha adoptado los niveles de seguridad apropiados para el resguardo de la información, respetando las medidas de seguridad técnica aplicables a cada categoría y tipo de tratamiento de los Bancos de Datos Personales y que resguardará los datos personales, incluso después de terminado el Convenio.
- 13.6 **LAS PARTES** se hacen responsables de cualquier reclamo, denuncia, proceso judicial, procedimiento administrativo u otro iniciado por algún cliente o tercero facultado con motivo del incumplimiento de cualquiera de las obligaciones pactadas en la presente cláusula. La parte responsable asumirá las costas y costos correspondientes, asumiendo cualquier monto por daños o perjuicios, indemnizaciones, multas, u otras sanciones que pudiera recibir.

#### **DECIMOCUARTA: CONFIDENCIALIDAD**

- 14.1 Para efectos del presente Convenio, se establece que toda la información suministrada en forma oral o escrita, así como la verificación de los datos correspondientes a las distintas aéreas de **LAS PARTES**, será definida como información confidencial.
- 14.2 La información será considerada como Información Confidencial, cualquiera sea el medio de transmisión u obtención de la misma, tales como sistemas de cómputo, grabaciones en material magnético u óptico de cualquier tipo derivada de entrevistas o conversaciones con personal de **LAS PARTES**, incluyendo las versiones magnetofónicas o de video que se hubieran podido obtener en las referidas entrevistas y/o conversaciones.
- 14.3 **LAS PARTES** se obligan a que su personal y/o terceras personas a su cargo guarden con extremo cuidado y reserva la Información Confidencial que reciban o puedan conocer y no la utilizará ni revelará de forma alguna.
- 14.4 Asimismo, **LAS PARTES** deberán tomar bajo su entera responsabilidad todos las medidas posibles y necesarias a fin de restringir a terceros la revelación o uso prohibido o no autorizado de la Información Confidencial.
- 14.5 Se deja constancia expresa que las obligaciones contenidas en la presente cláusula serán exigibles durante todo el plazo de vigencia del presente Convenio e incluso después de la terminación del mismo por un plazo indeterminado. Cualquier incumplimiento al deber de confidencialidad será considerado como causal de resolución del presente Convenio y





la parte afectada podrá exigir a la otra una indemnización por los daños y perjuicios ocasionados por la vía que estime pertinente.

- 14.6 La omisión de **LAS PARTES** respecto a exigir el cumplimiento del compromiso de confidencialidad, en una o más ocasiones, no podrá ser considerado como una renuncia a exigir el cumplimiento de las obligaciones que se puedan presentar posteriormente, inclusive cuando se haya extinguido la relación jurídica derivada del presente Convenio.

#### **DECIMOQUINTA: COMUNICACIONES**

- 15.1 Para la validez de todas las comunicaciones y notificaciones a las partes, con motivo de la ejecución de este convenio, ambas partes señalan como sus respectivos domicilios los indicados en la introducción de este documento. Asimismo las comunicaciones podrán realizarse a través de los siguientes correos electrónicos: [durin@oficinas-upch.pe](mailto:durin@oficinas-upch.pe) [relazioni.internazionali@ateneo.univr.it](mailto:relazioni.internazionali@ateneo.univr.it) que **LAS PARTES** declaran a través del presente convenio.
- 15.2 En caso de que se utilice el correo electrónico como medio de comunicación, se deberá tener constancia del acuse de recibo para que la comunicación se considere como tal. En caso de que la Parte que envía la comunicación no reciba el acuse de recibo dentro de los tres (3) días hábiles siguientes a la fecha de envío, deberá acudir a los demás mecanismos de comunicación establecidos en la presente cláusula.
- 15.3 Cualquier cambio o modificación en los domicilios o indicativos especificados en la presente cláusula deberá ser comunicado a la otra Parte por cualquiera de los medios anteriormente indicados, no surtiendo efecto hasta tanto esta no acuse recibo de dicho cambio o modificación.

#### **DECIMOSEXTA: SOLUCIÓN DE CONTROVERSIAS**

Toda controversia, discrepancia o reclamación que pudiera derivarse de este Convenio, o que guarde relación con el mismo, respecto, entre otros, a su caducidad, invalidez, ejecución, cumplimiento o interpretación; será resuelta mediante la práctica del diálogo amistoso y directo, adoptándose soluciones de mutuo acuerdo siguiendo las reglas de la buena fe y común intención de **LAS PARTES**.

#### **DECIMOSÉPTIMA: FIRMAS**

**LAS PARTES** acuerdan el uso de firmas digitales para la suscripción del presente Convenio, declarando y otorgándole a estas firmas, la misma validez y eficacia jurídica que el uso de una firma manuscrita. El presente Convenio comenzará a surtir efectos a partir de la fecha de la última firma.



UNIVERSIDAD PERUANA  
**CAYETANO HEREDIA**



#### **DECIMOCTAVA: EFECTO OPERATIVO**

Este Convenio se elabora en dos (2) copias en inglés y español, con el mismo propósito. Entrará en vigor después de ser firmado por los representantes de **LAS PARTES**.

En señal de conformidad con el presente Convenio Específico, los representantes de **LAS PARTES** suscriben dos (2) ejemplares de un mismo tenor y a un solo efecto, con firma digital, a los ..... días del mes de .....del año 2024.

-----  
**DRA. FLOR YESENIA MUSAYÓN OBLITAS**  
Vicerrectora Académica  
**UNIVERSIDAD PERUANA CAYETANO  
HEREDIA**

-----  
**PROF. PIER FRANCESCO NOCINI**  
Rector  
**UNIVERSITÀ DEGLI STUDI DI VERONA**



UNIVERSIDAD PERUANA  
**CAYETANO HEREDIA**



**MEMORANDUM OF UNDERSTANDING  
FOR INTER-INSTITUTIONAL COOPERATION  
BETWEEN  
UNIVERSIDAD PERUANA CAYETANO HEREDIA  
AND  
UNIVERSITÀ DEGLI STUDI DI VERONA, VERONA, ITALY**

Universidad Peruana Cayetano Heredia and Università degli Studi di Verona, hereinafter jointly referred to as "**THE PARTIES**", recognizing the benefits to their respective universities from the establishment of international link, conclude this Memorandum of Understanding (MoU).

**1. The parties**

Universidad Peruana Cayetano Heredia, (hereinafter "UPCH") is an academic institution with legal personality under private law, non-profit, autonomous, with democratic governance, arising from the social community and serving it. It is autonomous in regulatory, academic, administrative, economic, and governance matters, within the legal provisions governing Peruvian universities. UPCH was established by Supreme Decree N°18 issued by the Peruvian Government on september 22, 1961 and is domiciled in the city of Lima.

Università degli Studi di Verona (...)

**2. Objectives**

The purpose of this MoU is to develop academic, cultural and social cooperation and to promote mutual understanding between the two universities. This agreement will serve as a general framework for cooperation between the two universities and is intended to facilitate discussions of more specific programs of collaboration.

**3. Modes of collaboration**

3.1 Both universities agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity:



UNIVERSIDAD PERUANA  
**CAYETANO HEREDIA**



- Promoting international academic mobility for students such as short term / long term mobility (summer schools, semester abroad, articulation and exchange).
- Encouraging faculty and staff exchange.
- Offering joint academic programs (joint diplomas, double or multiple degree).
- Implementing Mirror classes and Collaborative Online International Learning (COIL) courses.
- Facilitating progression for students into master's or doctorate programs.
- Providing joint supervision for master's and Ph.D. programs students.
- Organizing academic and cultural events such as seminars, symposium, congress, conferences, workshops; in-person, semi-presential, or virtual modality.
- Raising Awareness of Academic Resources.
- Promoting cooperation in the field of student placements and research.
- Conducting collaborative research projects and joint publications.
- Participating in international cooperation projects.
- Fostering additional academic cooperation.

3.2 A designated person at each institution shall oversee and facilitate implementation of this agreement in cooperation with other appropriate administrators at the respective institutions.

#### **4. Financial rules**

- 4.1. The scope of activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by such other financial assistance as may be obtained by either institution.
- 4.2. Financial details about the bilateral visits will be solved by the written agreements between two parties.
- 4.3. Each party will pay any duty under this contract eventually provided for by law of their country of origin.

#### **5. Validity**

- 5.1. This MoU has a duration of five (5) years from the date of its signing and can be automatically renewed for periods of the same duration, unless one of the universities notifies the other party of its decision to terminate it, through written communication and with sixty (60) calendar days' notice prior to the expiration date.
- 5.2. The termination of this MoU will not affect the execution of previously agreed or ongoing activities, unless the universities decide otherwise by mutual agreement.



## 6. Confidentiality

- 6.1. It is expressly agreed that **THE PARTIES** undertake to keep confidential and not to make available to any third parties any and all terms, existence and conditions of this MoU, as well as any information or document to which they may have access by virtue of this MoU. The confidential information referred to in this clause shall be considered business secrets.
- 6.2. The confidentiality obligation provided for herein will not apply when the information:
  - 6.2.1 is public knowledge;
  - 6.2.2 is disclosed as required by law or court order;
  - 6.2.3 is shared strictly for the fulfillment of the object of the MoU;
  - 6.2.4 obtains the previous and express authorization of the Party that holds the information.
- 6.3. If a party is obliged to submit information of a confidential nature in order to comply with requirements of the authorities, it shall notify the other party of such obligation. The Disclosing Party shall disclose only the information related to this MoU and that is required by such authority.
- 6.4. **THE PARTIES** are obliged to use the information exclusively to achieve the objectives set forth in this MoU, and the use of such information in a manner or purpose other than that agreed herein is strictly forbidden.

## 7. Personal Data Protection Law

- 7.1 **THE PARTIES** undertake to treat the Personal Data to which they have access due to the MoU with the sole purpose of achieving the purposes directly related to the performance of its object and the fulfillment of their contractual obligations, being forbidden the treatment of Personal Data for any other purposes not expressly provided for in this MoU.
- 7.2 The sharing of personal data with third parties may only be performed if essential to the execution of the MoU, in the terms and limits established in this document.
- 7.3 **THE PARTIES** undertake to apply technical and organizational measures of information security and corporate governance able to protect the Personal Data treated under the MoU.
- 7.4 If either party becomes aware of the occurrence of any unauthorized, improper and/or inconsistent with applicable law or the terms of this MoU, accidental or malicious



UNIVERSIDAD PERUANA  
**CAYETANO HEREDIA**



processing of Personal Data, including, without limitation, unauthorized access or sharing, and any type of information security incidents (any such events shall be deemed, for purposes of this MoU, an “Incident”), it shall, within twenty-four (24) hours of becoming aware of the occurrence, give detailed written notice of such Incident.

- 7.5 Each party shall be responsible for itself and its employees and third parties for the processing of Personal Data performed under the MoU, and shall hold the other party harmless from any liabilities, damages or losses, direct and indirect, arising from any processing of Personal Data performed in breach of the MoU or applicable law, without prejudice to the penalties provided in this MoU for breach.

## **8. Dispute Resolution**

Any matter not provided for, as well as any discrepancy arising from the application or interpretation of this MoU, shall be resolved by **THE PARTIES** directly and in accordance with the principle of good faith that inspires the signing of this document. In case of failure to reach an agreement after this stage, **THE PARTIES** must continue to seek a good faith agreement, with the purpose of overcoming the differences presented.

## **9. Liability**

Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this MoU. Accordingly, neither Party shall be responsible for, any loss, accident, damage or injury (collectively, the “Losses”) suffered or caused by the other Party, or such Party’s employees, officers, subcontractors, agents or representatives in connection with, or as a result of, the collaboration under this MoU, unless the Loss is attributable to the willful misconduct or gross negligence of such Party.

## **10. Publicity**

Any public disclosure including but not limited to press releases with respect to this MoU shall be subject to the mutual approval of **THE PARTIES**, which approval shall not be unreasonably withheld or delayed.

## **11. Notices**

Any notice under this MoU must be in writing and be addressed to a Party at the address stated below (or to another address designated by a Party in accordance with this Section). All notices, including the notice for change of address for notification purposes, shall be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier



UNIVERSIDAD PERUANA  
**CAYETANO HEREDIA**



service, or may be delivered by facsimile or email. Notice under this Agreement shall be deemed given after five (5) days of dispatch in the case of notice by mail, or upon transmission in the case of any notice by facsimile or email.

## **12. Amendment**

This MoU may be modified or amended only by a written instrument signed by both Parties.

## **13. No assignment**

Neither Party shall assign or transfer any of its rights and obligations hereunder to any third party without the prior written consent of the other Party.

## **14. Remarks**

- 14.1 If the collaborative research activities under the MoU result in any potential for intellectual property, both universities shall seek an equitable and fair understanding as to ownership and other property interest that may arise.
- 14.2 All publications within the MoU depends on the bilateral negotiation between the two universities. Within the publication period, the benefits of the two parties should be taken into account.
- 14.3 The development and implementation of specific activities based on this MoU will be separately negotiated and agreed between faculties, academies or institutes which carry out the specific projects, through a written agreement which will set forth the terms and conditions of the project(s) including but not limited to intellectual property ownership, specific obligations of **THE PARTIES** and funding sources. These agreements must be approved and signed by appropriate administrators at each institution.
- 14.4 Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.
- 14.5 The number of students, academic staff and administrative staff who will benefit from the mobility, stated in the clause 3, will be determined by the written agreements between two parties.





UNIVERSIDAD PERUANA  
**CAYETANO HEREDIA**



## 15. Signatures

**THE PARTIES** agree to the use of digital signatures for the subscription of this MoU, declaring and granting these signatures the same validity and legal effect as handwritten signatures. This MoU shall take effect from the date of the last signature.

## 16. Operative Effect

This MoU is prepared as two (2) copies in English and Spanish, for the same purpose. It will become effective after being signed by the representatives of the **THE PARTIES**.

**Address:** Universidad Peruana Cayetano Heredia  
Av. Honorio Delgado 430, Urb. Ingenieria,  
Lima – Peru

**Address:** Università di Verona  
Via dell'Artigliere 8, 37128, Verona, Italia

**Tel:** (511) 319-0000 extension 201108

**Tel:** (39) 045 8028329 - 8196

**E-mail:** durin@oficinas-upch.pe

**E-mail:** relazioni.internazionali@ateneo.univr.it

**Signature/ Stamp:**

**Signature/ Stamp:**

.....  
**Dr. Enrique Castañeda Saldaña**  
**Rector**

.....  
**Prof. Pier Francesco Nocini**  
**Rector**

**Date:**

**Date:**