

COLLABORATIVE RESEARCH AGREEMENT
UNIVERSITY REF # RES0036124

THIS AGREEMENT made the 24 day of May, 2018.

BETWEEN:

INSTITUTO GEOLOGICO, MINERO Y METALURGICO
("INGEMMET")

- and -

The Governors of the University of Alberta,
a corporation continued under the *Post Secondary Learning Act* (Alberta),

(the "University")



WHEREAS the parties entered into a Memorandum of Understanding dated the 22nd day of September, 2016 (the "MOU"), with the intent to establish a framework through which the parties can sign future agreements to foster and develop a relationship between them for activities including joint research and publications, a copy of which is attached hereto as Schedule B.



WHEREAS the University, pursuant to its applicable laws and policies, and INGEMMET, pursuant to the following legal provisions:

- Political Constitution of Peru
- Civil Code of Peru
- Supreme Decree N°006-2017-JUS, TUO of the Law N°27444 – Lay of General Administrative Procedure
- Supreme Decree N° 304-2012-EF, TUO of the General Law N°28411 – Law of the National Budget System.
- Supreme Decree N°035-2007-EM, Regulation on the Organization and Functions of INGEMMET.



wish to enter into this agreement (the "Agreement") to establish the rights and obligations and respective contributions of each in relation to the research project detailed in Schedule A (the "Research Project");

The University and INGEMMET agree as follows:



1. **PARTIES TO UNDERTAKE RESEARCH PROJECT**

The University and INGEMMET will, in accordance with their respective contributions set forth in the Schedule A, make reasonable efforts to complete the Research Project during the period commencing on the date first written above and ending on the 31st day of December, 2019 unless sooner ended in accordance with the terms of this Agreement or extended, renewed or amended by written agreement (the "Project Term").



2. **PRINCIPAL INVESTIGATORS**

2.1 The University's contribution to the Research Project will be undertaken under the direction of a Principal Investigator (the "University Principal Investigator") appointed by the University who will have responsibility for the University's scientific and technical participation in the Research Project. The initial University Principal Investigator is Dr. Martyn Unsworth of the University's Department of Physics / Earth and Atmospheric Sciences.



2.2 INGEMMET’s contribution to the Research Project will be undertaken under the direction of a Principal Investigator (“INGEMMET Principal Investigator”) appointed by INGEMMET who will have responsibility for INGEMMET’s scientific and technical participation in the Research Project. The initial INGEMMET Principal Investigator is Ronald Yupa Paredes.

2.3 If for any reason either Principal Investigator is unable to complete the Research Project and a successor is not agreed to, each Party acting reasonably, the parties will take all reasonable steps to wind down the Research Project with a minimum of costs. In these circumstances, each party will be responsible for its own costs incurred to date and the costs of such wind down.

3. COSTS

Each party will pay their own expenses in accordance with Schedule A. The University will pay their own expenses according to their budget detail for activities listed on Schedule A. INGEMMET will pay their own expenses according to the budget proposed and approved in their “Annual Activities Plan Budget” related to activities listed in Schedule A, and chart included in Schedule A.

4. CONFIDENTIAL INFORMATION

4.1 Both Parties, the University and INGEMMET, may disclose to each other information they consider confidential, in order to facilitate the Research Project. Each party will use all reasonable efforts to treat and keep confidential, and cause its officers and employees, and additionally in the case of the University its students, to treat and keep confidential, any such information received by it from the other marked as “Confidential”.

In addition, each party will use all reasonable efforts to treat and keep confidential, and cause its officers, directors, employees and students, if any, to treat and keep confidential the following information: (i) the Solely Discovered Research Results of the other party until such time as such Research Results are disclosed to the public; and (ii) the Jointly Discovered Research Results until such time as such Research Results are disclosed to the public in the manner agreed to by the parties and in accordance with Schedule A and Section 6 of this Agreement. Such reasonable efforts will be no less than the efforts used by the receiving party to protect its own confidential information. Any such information will be disclosed within the receiving party on a “need to know” basis.

4.2 The obligation to keep confidential will, however, not apply to information which:

- (a) was in recipient’s possession before receipt from discloser;
- (b) is or becomes a matter of public knowledge through no fault of recipient;
- (c) is rightfully received by recipient from a third party without a duty of confidentiality;
- (d) is disclosed by discloser to a third party without a duty of confidentiality on the third party;
- (e) is made subject to an order by judicial or administrative process requiring recipient to disclose any or all of the information, provided recipient shall promptly notify discloser allowing some reasonable time to oppose such process, before disclosure occurs; or
- (f) is disclosed by recipient with discloser’s prior written approval.



4.3 Each party shall also keep confidential and shall ensure its subcontractors, agents and their respective employees and students keep confidential any and all personal information disclosed directly or indirectly by the other party under this Agreement. Notwithstanding anything to the contrary, the parties shall not do anything with such personal information which may cause another party to be in violation of privacy legislation in force in Alberta or legislation that is substantially similar thereto.

5. COMMUNICATION AND PROTECTION OF RESEARCH RESULTS

5.1 "Research Results" means any and all intellectual property both tangible and intangible, conceived, discovered or developed through the Research Project by the University (the "University Solely Discovered Research Results"), by INGEMMET ("INGEMMET Solely Discovered Research Results") or by INGEMMET and the University jointly (the "Jointly Discovered Research Results") and includes, without limitation, databases, audiovisual and computer material or equivalent circuitry, biotechnology and genetic engineering products (including plant cultivars and germ plasm), computer software, inventions, processes, products and discoveries. Research Results do not include: (i) proprietary confidential information of a party which is disclosed to another party to facilitate the Research Project; (ii) restatements of previously existing information by one or more of INGEMMET and the University; or (iii) methods, techniques, processes or computer codes utilized by one or more of INGEMMET and University for the conduct of the Research Project.



Ownership of the Research Results shall be determined as follows:

- (a) University Solely Discovered Research Results will be owned by the University;
- (b) INGEMMET Solely Discovered Research Results will be owned by INGEMMET;
- (c) Jointly Discovered Research Results will be owned by the University and INGEMMET jointly.

5.2 Each INGEMMET and the University will keep the other apprised of the Research Results conceived, discovered or developed by it through the exchange of regular reports (the "Research Reports") that will:

- (a) Disclose the Research Results conceived, discovered or developed in whole or in part by it and not previously disclosed in a Research Report;
- (b) Advise if the disclosed Research Results are Solely Discovered Research Results or Jointly Discovered Research Results;
- (c) Identify, to the extent possible, the individuals that conceived, discovered or developed the Research Results;
- (d) Advise whether any of the Research Results are capable of being statutorily protected and if the disclosing party wishes to participate in seeking statutory protection for those Research Results.

5.3 INGEMMET will have a period of forty- five (45) days following its receipt or its delivery of a Research Report disclosing Jointly Discovered Research Results of the University and INGEMMET to give notice to the University that INGEMMET will fund the costs of seeking statutory protection of all or a part of those Jointly Discovered Research Results. INGEMMET will have a period of forty-five (45) days following its receipt or its delivery of a Research Report disclosing University Discovered Research Results to give notice to the University that INGEMMET will fund the costs of seeking statutory protection of all or a part of those University Discovered Research Results. If INGEMMET does not elect to funds the costs of seeking and maintaining statutory protection for any Jointly Discovered Research Results, the University may alone or with or through others do so and INGEMMET will participate and cause its employees, contractors or others to participate, at the cost and expense of the University, in obtaining such statutory protection. If INGEMMET does not elect to



funds the costs of seeking and maintaining statutory protection for any University Solely Discovered Research Results, the University may alone or with or through others do so.

5.4 Intellectual property owned by a party before the effective date of this Agreement or developed independently from the Research Project will continue to be the property of that party. Such intellectual property will be introduced into the Research Project only where specifically identified and with prior written agreement between the parties.

5.5 Each party (the "Owner") grants to the other party a royalty free non-exclusive right to use the Owner's Solely Discovered Research Results and the Jointly Discovered Research Results, other than:

- (a) Solely Discovered Research Results for which the Owner alone or with or through other is seeking, or has obtained, statutory protection pursuant to Section 5.3; or
- (b) Jointly Discovered Research Results for which the University or INGEMMET seeks and maintains statutory protection pursuant to Section 5.3.

Nothing in this Agreement is a right or license in favor of a party to use any intellectual property of the other party which is not a part of the Research Results.

5.6 Each of the University and INGEMMET may use Jointly Discovered Research Results of the University and INGEMMET for such research, development and commercial purposes as it deems fit but may not grant a license or sub-license or extend use rights to another party with respect to such Jointly Discovered Research Results except in accordance with an agreement of the parties as the result of separate good faith negotiations initiated at the request of either.

5.7 Any rights or licenses of a party in relation to an Owner's Solely Discovered Research Results or Jointly Discovered Research Results for which the Owner is seeking or has obtained and maintains statutory protection will arise only on agreement of the University and INGEMMET as the result of separate good faith negotiations initiated at the request of either.

6. PUBLICATION

6.1 The parties acknowledge that one of the purposes of conducting the Research Project is the discovery and expeditious dissemination of knowledge. Accordingly, either party will be entitled to publish or otherwise disclose, and to permit its employees or students participating in the Research Project to publish or otherwise disclose, its Solely discovered Research Results or Jointly Discovered Research Results in accordance with the process set out in this Section 6.

6.2 If a party (the "Publishing Party") wishes to publish the Research Results or any portion thereof during the Project Term, the Publishing Party shall be required to furnish the other party (the "Reviewing Party") with:

- i. A written copy of the proposed publication; or
- ii. In the case of a proposed oral disclosure, a written summary of the proposed disclosure (collectively referred to as a "Proposed Publication") at least sixty (60) days in advance of the submission for publication or the date of the proposed disclosure.

6.3 For a period of forty-five (45) days following its receipt of a Proposed Publication (the "Review Period"), the Non-Publishing Party shall have the right to send a written notice (a "Notice") to the Publishing Party:

- a) Clearly identifying and requiring the removal of any of the Non-Publishing Party's Confidential Information contained in the Proposed Publication, in which case the Publishing Party shall remove such Confidential Information prior to publication or disclosure; and/or
- b) Indicating that the Non-Publishing Party wishes to seek statutory protection for some or all of the Research Results which are contained within the Proposed Publication in



accordance with this Agreement, in which case the Publishing Party shall delay publication of the Proposed Publication for an additional sixty (60) days following its receipt of the Notice.

If the Non-Publishing Party fails to send a Notice within the required time period, the Non-Publishing Party shall be deemed to have consented to the publication of the Proposed Publication.

7. USE OF NAME

INGEMMET will not utilize the name or marks of the University or of the University's employees or students, in conjunction with INGEMMET's use or exploitation of the Research Results, including without limitation, the development, production or marketing of products.

The University will not utilize the name or marks of INGEMMET, or of INGEMMET's employees, in conjunction with the University's use or exploitation of the Research Results, including without limitation, the development, production or marketing of products.

8. FOIPP

INGEMMET acknowledges that all records prepared by the University in the performance of this Agreement are in the custody and control of the University. The University is or will be subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta) which creates a right of access to records under the custody and control of public bodies subject to specific, limited exceptions.

9. WARRANTY

Each party will carry out the Research Project in accordance with appropriate scientific and professional standards but does not promise success in achieving any desired result. Neither the University nor INGEMMET make any representations or warranties, either express or implied, as to any matter including, without limitation, the existence or non-existence of competing technology, the condition, quality or freedom from error of the Research Results or any part thereof, any merchantability, or its fitness for any particular purpose and all warranties and conditions expressed or implied, statutory or otherwise are hereby disclaimed. Neither party will be liable for any direct, consequential or other damage suffered by the other resulting from the development or use of the Research Results or any invention, technology or product produced in the course of or using the Research Results. Neither party warrants that the Research Results or any part thereof or any aspect of the same will be capable of receiving statutory protection.

10. TERMINATION

10.1 In the event that either party fails to remedy any material breach or material default on its part pursuant to this Agreement within thirty (30) days of notice from the other to that effect, the party not in default may, upon written notice to the party in default, terminate its continued involvement in the Research Project and any further right of the party in default under this Agreement, including any use right for Solely Developed Research Results other than its own. Any such termination is without prejudice to or limitation of any other right or remedies of the party not in default.

10.2 The parties are entering into this Agreement voluntarily, and each party shall have the option to terminate this agreement by sending written notice to the other party pursuant to this termination clause. In the event of such termination, the parties shall take reasonable measures to prevent or reduce any loss to themselves or to any third party.



11. INDEMNIFICATION AND INSURANCE

11.1 Each party will defend, indemnify and hold harmless the other party, its officers, employees, students and agents from any and all claims, demands, actions and cost whatsoever that may arise, directly or indirectly, out of such indemnifying party's performance of this Agreement or that of the indemnifying party's officers, employees, students or agents.

11.2 Each party will defend, indemnify and hold harmless the other from all liabilities, demands, damages, expenses and losses arising out of the use by the indemnifying party or by any party acting on behalf of or under authorization from the indemnifying party of the Research Results or out of any use, sale or the disposition by the indemnifying party, or by any party acting on behalf of or under authorization from the indemnifying party of products made by use of the Research Results.

11.3 The University will insure its operations under a contract of Comprehensive General Liability insurance in an amount not less than Five Million Canadian Dollars as per occurrence insuring against bodily injury, personal injury and property damage. INGEMMET will insure its operations by following their standard policies.

11.4 Except where caused by the negligence or willful misconduct of the other Party, each Party shall be responsible for damage to, and destruction or loss of its owned or leased equipment, and for injury to or death of its own employees and students which may occur during the performance of the Project.



12. ASSIGNMENT, SUBCONTRACTING AND AMENDMENT

12.1 No part of this Agreement may be assigned or subcontracted by a party without the written consent of the other party, signed by authorized representatives of each party.

12.2 No amendment or variation of this Agreement will operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement by both parties signed by authorized representatives of each party.

13. NOTICES

All notices, requests, directions or other communications required or permitted herein will be in writing and will be delivered to the parties hereto respectively as follows:

INGEMMET:
Eng. Jorge Chira Fernandez
Director of Mineral and Energetic Resources
Av. Canada N 1470
San Borja, 15034
Lima 41, Peru
Phone: 005-1-1-6189800
Email: jchira@ingemmet.gob.pe

The University:
For Contract/Finance Matters:
Research Services Office
222 Campus Tower
University of Alberta
Edmonton, Alberta, T6G 2E1
Attention: Assistant Director, Contracts & Agreements
Phone: (780) 492-5787
Fax: (780) 492-0949



For Scientific Matters:

Dr. Martyn Unsworth
 Department of Physics / Earth and Atmospheric Sciences
 Faculty of Science
 University of Alberta
 Edmonton, Alberta, T6G 2E1
 Phone: (780) 492-3041
 Email: unsworth@ualberta.ca



In order for any notices, requests, directions, or other communications to be effective, the same will either be delivered in person or, sent by registered mail or facsimile addressed to the party for whom it is intended at the above-mentioned address or fax number and will be deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other party and, if sent by facsimile, when transmitted. The address or fax number of either party may be changed by notice in the manner set out in this Section.

14. INTENTIONALLY OMITTED**15. NO IMPLIED WAIVER**

The failure of either party at any time to require performance of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision constitute a waiver of any succeeding breach of the same or any other provision.

**16. RELATIONSHIP OF PARTIES**

University and INGEMMET are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

**17. SEVERABILITY**

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

**18. INCORPORATION OF SCHEDULES**

The following attached Schedules are incorporated in this Agreement and are deemed to be part of this Agreement and any references to this Agreement shall mean this Agreement including such Schedules:

Schedule "A" Project Description (Scope of Work)
 Schedule "B" Memorandum of Understanding dated the 22nd day of September, 2016

**19. COUNTERPART**

This Agreement may be executed in counterparts and delivered by facsimile or electronic mail and such counterparts shall constitute the one and same instrument.



20. LANGUAGE


The parties have signed both Spanish and English translations of this Agreement. The parties agree that in the event of inconsistency between the translations, the English version shall prevail.

IN WITNESS WHEREOF the duly authorized officers of the parties have executed this Agreement on the date first above written.

The Governors of the University of Alberta

INSTITUTO GEOLOGICO,
MINERO Y METALURGICO

Per:


Research Services Office
Julianne Horsley
Assistant Director, Contracts & Agreements
RESEARCH SERVICES OFFICE
The University of Alberta
May 21, 2018

Per:


.....
Ing. OSCAR BERNUY VERAND
Presidente del Consejo Directivo
INGEMMET
Per: _____



SCHEDULE A

THE RESEARCH PROJECT

1. Introduction and overall

1.1 : This agreement covers research planned for 2018-2019 in Peru, to investigate the regional scale structure of the Andean subduction zone. It is proposed to collect three profiles of broadband magnetotelluric (MT) data that will cross the Andes in the following locations.

Profile P1 (Arequipa – Juliaca – La Rinconada) was started in 2017 and the remainder of the data will be collected in 2018.

Profile P2 (Nazca – Cusco) will be started in 2018 and completed in 2019.

Profile P3 (east of Lima) will be collected in 2019.

The scientific motivation for MT data collection on these transects is described in a separate document, developed in 2016.

1.2 : This agreement outlines the responsibilities of each party, the timetable, budget and agreements for MT data use and sharing.

1.3 : The research program will emphasize training in magnetotelluric exploration for all participants. This will include reviewing the magnetotelluric data on a daily basis in the field and discussing quality control and interpretation.

1.4 : This agreement follows the MOU signed in September 2016 between the University of Alberta and INGEMMET

2. Study location and data collection

2.1 : This agreement covers profiles P1, P2 and P3

2.2 : Magnetotelluric (MT) data collection will use Phoenix Geophysics V5-2000 instruments. Two of these instruments will be provided by the University of Alberta and two by INGEMMET. Each side will also supply non-polarizing electrodes and induction coil sensors.

2.3 : Each profile will use a 5 km station spacing. It is planned, where possible, to record MT data at each site for two nights to give high quality, long period MT data. Both sides accept that there will be delays, and that noise will be present in some areas resulting in lower MT data quality. The overall goal of this research project is to obtain high quality MT data, so both sides agree that the number of stations may need to be reduced to maintain high MT data quality.

2.4 : The MT instruments will be installed each day by the field crew and will not be left unattended. If the MT instruments are placed close to dwellings, arrangements will be made



to guard the equipment. If this is not possible, one of the field crew will remain at the MT station overnight to ensure the security of the equipment. This will include camping overnight close to the MT instrument.

2.5 : The two field crews will maintain regular communication and always be aware of the location of the other crew. Communication will use cellphones, radios and satellite communication devices. The field crews will always have a planned meeting location and time, in the event that the communication devices do not work, or cannot obtain signal.

2.6 : Transportation in the field will use rented vehicles with drivers who are familiar with the driving conditions. Vehicles will be operated in a safe manner and all speed limits and other restrictions will be followed. Vehicles will not be overloaded with equipment or personnel.



3. Timetable

3.1 : Some preliminary data were collected in 2017 on P1 using INGEMMET instruments. University of Alberta personnel assisted with this work to provide instruction using the instruments.



3.2 In 2018, the University of Alberta will send two instruments to Peru. INGEMMET will work for one month, and the University of Alberta will work for two months. Data collection on P1 will be completed. Data collection will be started on P2 beginning at the northeast end of the profile.



3.3 In 2019 the remaining data on P2 will be collected, in addition to the whole of P3. This will use both INGEMMET and University of Alberta instruments.

3.4 Exact start and end dates will be determined jointly prior to each field season.



4. Responsibilities of each side

4.1 University of Alberta

- Provide two MT systems, 15 induction coils and 24 electrodes for use in the field in 2018 (2 months) and 2019 (1 month)
- Pay costs of customs clearance when University of Alberta instruments arrive in Peru and upon departure.
- Pay for roundtrip air shipment of instruments from Edmonton to Lima
- Pay for roundtrip ground shipment of instruments from Lima to the study area
- Pay for roundtrip airfare for University of Alberta personnel from Edmonton to Lima
- Pay for rental of two pickup trucks and drivers for the duration of field work in 2018 and 2019 respectively.



- Pay for food and lodging for the two University of Alberta personnel
- Provide instruction to all participants regarding MT data processing, quality control and data interpretation.
- Purchase field supplies

4.2 INGEMMET

- Assist with customs clearance for the University of Alberta MT instruments upon arrival in Peru, and upon departure from Peru.
- Arrange permissions for the deployment of MT instruments on P1, P2 and P3
- Provide two MT systems and 12 electrodes for use in the field for 1 month per year in 2018 and 2019
- Pay for rental of two pickup trucks and drivers for duration of the field work
- Pay for food and lodging for the INGEMMET personnel
- Pay for field helpers



INGEMMET'S BUDGET FOR 2018	
Rental of two (2) pickups and driver (30 days, soles PER)	S/. 30,600.0
Fuel for (2) pickup trucks (30 days/2 pickups soles PER)	S/. 6,000.0
Hotel & meals (30 days/2 people, soles PER)	S/. 19,200.0
Highways Toll	S/. 400.0
Batteries (2 units)	S/. 1,500.0
Supplies (bentonite or arena de gato, etc)	S/. 300.0
Helpers	S/. 11,520.0
Total Aprox.	S/. 69,520.0



5. Data sharing and publications

5.1 : The two field crews will exchange copies of the MT time series data on a daily basis. Both sides will maintain a secure archive of these MT data. Whenever possible, the MT data will be uploaded to a secure internet server.

5.2 : The results obtained from P1, P2 and P3 will be jointly published in publications that have authors from both INGEMMET and the University of Alberta



6. List participants

For INGEMMET

1. Gastón Ronald Yupa Paredes,
2. Darwin Calla Pilco



For University of Alberta

1. Martyn Unsworth
2. Graduate student to be selected prior to each field season



A large, stylized handwritten signature in blue ink, located in the bottom right corner of the page.

ANEXO B

Acuerdo de Entendimiento de fecha 22 de setiembre de 2016

MEMORÁNDUM DE ENTENDIMIENTO

ENTRE **INSTITUTO GEOLÓGICO, MINERO Y METALÚRGICO**
Situado en Lima, Perú
("INGEMMET")

Y **LOS GOBERNADORES DE LA UNIVERSIDAD DE ALBERTA**
Representado por la Facultad de Ciencia
Situado en Edmonton, Alberta, Canadá
("UAlberta")

PREÁMBULO

Reconociendo los beneficios mutuos que se pueden obtener a través de un programa de cooperación y promoción de actividades académicas y la comprensión internacional, el Instituto Geológico, Minero y Metalúrgico, en adelante **INGEMMET**, debidamente representado por su Presidenta del Consejo Directivo, Ingeniera **Susana Gladis Vilca Achata**, con DNI N° 02406012, designada por Resolución Suprema N° 017-2012-EM del 20 de enero de 2012, y la Universidad de Alberta de Canadá (**UAlberta**), representada por el Doctor **Steven Dew**, Provost y Presidente (Académico) y el Doctor **Jonathan Schaeffer**, Decano de la Facultad de Ciencias, acuerdan celebrar el presente Memorándum de Entendimiento no vinculante (en adelante **MoU**), que les permitirán trabajar juntos en la consecución de los objetivos establecidos en el presente documento;

POR EL PRESENTE, Memorándum de Entendimiento, se establece el propósito de la relación de trabajo entre las Partes celebrantes como sigue:

ARTÍCULO I. NATURALEZA DEL MoU

- 1.1 El presente **MoU** establece el marco por el cual las Partes trabajarán de manera conjunta en un esfuerzo por fomentar y desarrollar una relación de cooperación entre las dos instituciones, a través de las actividades señaladas en el artículo II del presente instrumento.
- 1.2 El presente **MoU** no crea para las Partes, ninguna obligación legalmente vinculante, salvo en lo dispuesto a materias de privacidad y confidencialidad, contemplándose que más adelante puedan considerarse acuerdos legalmente vinculantes. Los términos específicos de las actividades de colaboración deberán ser acordados por las partes en un posterior acuerdo jurídicamente vinculante, que se formalizará mediante "Acuerdo", para el logro y desarrollo de la actividad en particular.

ARTÍCULO II. OBJETIVOS

El propósito del presente instrumento, es establecer un marco a través del cual las Partes puedan en un futuro suscribir acuerdos para fomentar y desarrollar una relación entre las Partes a través de las siguientes actividades:

- a. Movilidad de profesores y/o personal;
- b. Movilidad de los estudiantes de licenciatura y/ posgrado;



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- c. Las actividades conjuntas de investigación y publicaciones;
- d. Participación en seminarios y reuniones académicas;
- e. Intercambio de materiales académicos y otras informaciones; y
- f. Programas académicos especiales a corto plazo.

ARTÍCULO III. COSTOS Y GASTOS

Cada Parte solventará sus propios costos y gastos derivados de este MoU, salvo mutuo acuerdo o arreglo que se adopte.

ARTÍCULO IV. AVISOS

Todas las comunicaciones que deban darse en virtud al presente MoU, deben ser enviadas por escrito a los siguientes coordinadores:

Por el INGEMMET

Por la UAlberta

Nombre:
Ingeniero Jorge Chira Fernández
Director de Recursos Minerales y Energéticos

Nombre:
Renee Elio
Decano Asociado (Internacional y Asuntos Graduados)
Facultad de Ciencias de la Universidad de Alberta 6-189 CCIS

Dirección:
Av. Canadá N° 1470, San Borja,
Código Postal:
Lima 41, Perú

Dirección:
Edmonton, Alberta T6G 2E9, Canadá

Teléfono:
(511) 618-9800

Teléfono:
1-780-492-9401

E-mail:
jchira@ingemmet.gob.pe

E-mail:
scigri@ualberta.ca

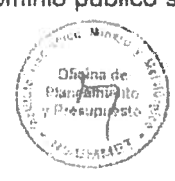
ARTÍCULO V. ACCESO A LA INFORMACIÓN Y PRIVACIDAD

Las Partes reconocen que la **UAlberta** es un organismo público sujeto al Acta de Libertad de Información y Protección de la Privacidad ("FOIP" por sus siglas en Inglés), en su versión modificada. Para mayor información acerca de FOIP ver www.ipu.ualberta.ca.

ARTÍCULO VI. CONFIDENCIALIDAD

La Parte que reciba cualquier información de la otra, con el carácter de "Información Confidencial", tomará las medidas razonables para proteger su confidencialidad, y no podrá revelar a tercero alguno la confidencialidad sin el previo consentimiento por escrito de la otra Parte. Se usará la información confidencial estrictamente para los propósitos de este MoU.

La información confidencial no incluye la información que es o se convierta en parte de dominio público sin intervención de la parte receptora.



ARTÍCULO VII. DURACIÓN Y TÉRMINO

- 7.1 El presente MoU entrará en vigencia el día de su suscripción, estableciéndose por un periodo de cinco (5) años, o hasta que se resuelva por mutuo acuerdo por escrito o de conformidad con lo establecido en el numeral 7.2 del presente instrumento.
- 7.2 Cualquiera de las Partes podrá resolver el presente MoU con tres (3) meses de anticipación mediante notificación por escrito a la otra Parte.

EN TESTIMONIO DE LO CUAL, las Partes suscriben el presente MoU a los 02 días del mes de Septiembre de 2016.

[Handwritten initials]

Por el Instituto Geológico, Minero y Metalúrgico (INGEMMET)

Los Gobernadores de la Universidad de Alberta (UAlberta)



[Signature]
Ing. Susana Gladis Vilca Achata
Presidenta del Consejo Directivo

[Signature]
Dr. Steven Dew
Provost y Vice-Presidente (Académico)



[Signature]
Dr. Jonathan Schaeffer
Decano de la Facultad de Ciencias



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