

**MEMORANDUM OF UNDERSTANDING ON
INTERNATIONAL COOPERATION
BETWEEN
THE NATIONAL RESEARCH AND INNOVATION
AGENCY OF URUGUAY (ANII)
AND
WAGENINGEN UNIVERSITY OF THE NETHERLANDS**

A. Participants in the Memorandum

This Memorandum is entered into between the National Research and Innovation Agency of Uruguay (hereinafter referred to as "ANII") and Wageningen University of the Netherlands (hereinafter referred to as "WU").

ANII is one of the official entities responsible for the implementation of scholarships.

WU is a tertiary education institution based in Wageningen, the Netherlands.

Both parties, hereinafter also collectively referred to as 'Parties' and separately as 'Party', accept to be the "participating institutions" in this Memorandum of Understanding.

RECOGNIZING that ANII grants scholarships to talented residents of Uruguay to pursue an MSc degree or a PhD degree at WU;

RECOGNIZING that the Parties concluded a Memorandum of Understanding in the Spring of 2016 for a period of 5 (five) years, in which they set out their respective obligations in connection with the scholarships granted by ANII;

RECOGNIZING that the Parties continue to share an interest in strengthening their bilateral cooperation, and now wish to renew their Memorandum of Understanding;

THE PARTIES HAVE AGREED AS FOLLOWS:

B. Purpose of the Memorandum

This document represents an understanding between both “participating institutions” aimed at cooperating for the purpose of promoting the training of students in Masters programs(full) and PhD programs (full or sandwich) offered by WU in areas of specialization outlined in D.

C. The Cooperation is Envisaged to Operate as Follows:

- 1) Uruguayan or foreign students resident in Uruguay for a period of at least two years who are interested either in pursuing a PhD (full or sandwich) or a Master at WU will seek admission through the usual application procedure established by WU, and fulfill the standard admission requirements (including English language proficiency).
- 2) The students will apply for a scholarship at ANII, following the application procedure established by ANII for that purpose and accomplishing all the standard requirements settled by ANII.
- 3) Students academically admitted by WU and also selected by ANII, will be identified as ANII scholarship holders.

D. ANII and WU will define the areas to be considered before the opening of every call, taking into consideration the following ones:

- Energy, including Renewable Energy
- Animal Sciences
- Agriculture, Livestock and Agro-industrial Production
- Plant Sciences
- Agrotechnology & Food Sciences
- Health & Nutrition
- Environment and Biodiversity
- Social Sciences (incl. economics)
- Agro Logistics
- Tourism
- Biotechnology
- Nanotechnology
- Other knowledge areas defined by the Parties.

E. Intent of the Parties:

The intent of this Memorandum is to establish the following:

1. ANII will contribute:

a. **For full Master programs of 2 years long as maximum, up to USD 40.000 per student**

These total amounts shall be destined to cover tuition fees, and may include airline tickets between Uruguay and the Netherlands in economy class, living expenses and health insurance.

b. **For 4 years long full PhD programs: up to USD 80.000 per PhD candidate.**

These total amounts shall be destined to cover tuition fees and may include airline tickets between Uruguay and the Netherlands in economy class, living expenses and health insurance.

c. **For 4 years long sandwich PhD programs: up to USD 80.000 per PhD candidate.**

These total amounts shall be destined to cover tuition fees, and may include airline tickets between Uruguay and the Netherlands in economy class (the number of tickets will depend on the specific PhD program and what is covered according to the Basis of the call), living expenses and health insurance.

Stays in Uruguay are included in these total amounts and during those periods the PhD candidate will receive from ANII the corresponding amount for a national PhD scholarship.

d. In case that the amount provided by ANII was not enough, PhD and Master scholarship holders must have additional funding to cover all those costs that remain uncovered by the scholarship.

e. All scholarships modalities are ruled by the Regulation of the National Scholarship System of ANII, which can be accessed through: <https://www.anii.org.uy/institucional/documentos-de-interes/14/documentos-para-formacion/>.

The scholarships are ruled as well by the Basis of the corresponding call.

f. ANII will do their utmost to send the list of selected MSc scholarship holders to the WU designated coordinator, as stated below, before July 1 for September starters.

2. WU will contribute:

- a. A discount of 15% in the international tuition fees for Masters Programs of up to 2 years long. This benefit will be offered to a maximum of 5 students per year.
- b. For PhD Programs (4 years) PhD candidates will pay up to € 1.000 per month. The tuition fee is levied by WU departments and chair groups, which may – if practicable and at their sole discretion, and if agreed in writing before the start of the PhD Program – alleviate the financial burden for the PhD candidate concerned.
For the sake of clarity, it is agreed that WU will not be responsible for offering to any PhD candidate any benefit in the tuition fee. Any specific benefit, if applicable, is offered by the chair group that will accommodate the PhD candidate.
- c. With information for all prospective students on the Memorandum with ANII. WU will also instruct prospective students to submit an application to ANII as a next step in the application procedure.

3. Subject to Clause J below, WU will submit to ANII an annual report relative to the academic performance of the scholarship holders, including the scholarship holders' most recent academic transcript and academic standing. WU will also inform ANII when the scholarship holder has satisfactorily completed his/her program, or if there is any kind of inconvenience with the postgraduate program.

WU and ANII will jointly provide prospective Uruguayan scholars with information on the PhD and Master Program and guidance on the application process.

WU will provide ANII with all the relevant promotional materials and brochures to encourage interest among prospective Uruguayan applicants. Each Party will ensure that any marketing and/or publicity is accurate and not misleading and does not contain the branding or logo of the other Party without that other Party's prior written consent.

4. Both institutions will make the necessary financial arrangements for the confirmed scholars.

WU will invoice ANII for payment of fees and other costs that correspond in United States Dollars (USD). The invoices will be sent by WU to ANII solely by e-mail to the following address: snb@anii.org.uy, with copy to: cooperacion@anii.org.uy

All other costs that do not correspond to WU will be transferred by ANII directly to the scholarship holder.

The funds to be contributed by ANII to WU for tuition fees related to the postgraduate program that may correspond in accordance to what is foreseen in this MOU (either for

Masters programs or PhD programs), will be transferred by ANII to WU on a biannual basis, as indicated in the following:

Full Masters programs: Based on the list of selected scholarship holders, sent by ANII, WU will invoice ANII no later than September 15 (September starters) or February 15 (February starters) of the relevant academic year. A first installment corresponding to the first academic year of the Masters' program will be transferred by ANII to WU as soon as possible, and no later than October 31st (September starters) or March 31st (February starters) of the relevant academic year.

The following installments, which corresponds to the second, third and fourth academic semester of the Program, will be invoiced by WU no later than two weeks after the beginning of each semester and transferred by ANII to WU not later than one month after the receipt of the corresponding invoice.

Full PhD programs: The amount corresponding to tuition/bench fee will be paid by ANII to WU in advance in eight installments, one for each semester of the program. There will be two installments per year. The first one will be invoiced by WU no later than September 15 and transferred by ANII no later than October 31st. The following installments will be invoiced by WU no later than two weeks after the beginning of each semester and transferred by ANII to WU not later than one month after the receipt of the corresponding invoice.

Sandwich PhD programs: ANII will transfer the corresponding amount to WU at the beginning of every semester of the program. The first installment will be invoiced by WU no later than September 15 and transferred by ANII no later than October 31st. The amount to be transferred to WU every semester will be calculated according to the time that the student will remain there during that academic year. During stays in Uruguay, ANII will pay directly to the scholarship holder. While staying at Uruguay, the student will not pay tuition fees to WU. Taking into consideration that the installments will be paid in advance, the Parties agree that it may be needed to make some adjustment in subsequent installments if during a given semester of the program the stays at WU are shorter or longer than what was foreseen.

5. Both Parties will have the obligation to inform the other Party of any change in the designated coordinator in charge of this Memorandum.
6. Scholarship holders will be subject to the rules and regulations of WU and the regulations of the National Scholarship System of ANII, as well as to the Basis of the corresponding call.

7. Neither WU nor ANII shall be obligated to continue financial support with respect to any student or PhD candidate who does not maintain satisfactory progress during each year of their course. Depending on every case, it will be analyzed if a reimbursement of funds shall correspond.
8. If the candidate is unable to complete a PhD or Master within the standard duration, the candidate will be responsible for any cost needed to complete his/her postgraduate program in the additional time, including but not limited to: tuition, living costs and health insurance.
9. Tuition Fees for Master and PhD at WU can be found in:
<https://www.wur.nl/en/Education-Programmes/Current-Students/Tuition-Fees.htm> (for Master students)
<https://www.wur.nl/en/Education-Programmes/PhD-Programme/Categories-Tuition-Fee.htm> (for the PhD programme)

Tuition fees for scholarship holders will be verified by contact between the designated program coordinators.

WU accepts no responsibility for any shortfall in scholarship funds with respect to fees payable to WU. The scholarship recipient is responsible for ensuring they have sufficient funds to complete their PhD or Master program. Failure to complete the PhD program within the standard four years, or the Master program within the standard two years, and continued funding to complete the program along with any health or visa costs, will be the responsibility of the scholarship holder.

10. WU will explain to ANII how to access e-PhD or Masters theses of Uruguayan scholarship holders upon graduation. The intellectual property rights will be assigned following the WU's usual rules.

The University agrees that the scholarship holder will undertake to deposit a digital copy of his thesis and all the work resulting from or related to the scholarship in the Digital Repository of Open Access of his institution of affiliation in Uruguay, or to deliver to his technical office a digital copy of them, in the case that it exists and it is available to do so. If it is not available to do it, he undertakes to deposit a copy in ANII's repository.

F. The designated coordinators for this joint scholarship program are:

For WU:

For MSc scholarships:

Vera Gouw

Scholarship officer, Student Service Centre
Droevendaalsesteeg 2, 6708 PB Wageningen, the Netherlands
Tel. +31 317 482287
wufp@wur.nl

For PhD scholarships:
Janneke van Seters
Head PhD office, Dean of Research Office
Droevendaalsesteeg 4, 6708 PB Wageningen, the Netherlands
Tel: +31 317 482287
janneke.vanseters@wur.nl

For overarching and general issues:
Ria Hulsman
Regional manager Latin America & the Caribbean
Droevendaalsesteeg 4, 6708 PB Wageningen, the Netherlands
Tel: +31 317 486807
ria.hulsman@wur.nl

For ANII:
Cooperation Unit
cooperacion@anii.org.uy
Av. Italia 6201, "Los Nogales" Building
Montevideo, Uruguay

Both Parties will do their utmost to promote the Memorandum to prospective Uruguayan applicants.

G. Other Activities

ANII and WU will aim to implement other programs of mutual interest by celebrating specific agreements, according to the available budget and resources of both Parties, as well as their corresponding regulations.

H. Memorandum Modification

Any modification, restriction, broadening or extension of this Memorandum must be done through mutual consensus in writing of the parts and must be formalized by Addendum which will become part of this Memorandum.

I. Solution to Controversies

Any controversy, discrepancy or demand derived from this Memorandum, including the ones concerning its expiration, nullity, execution, compliance or interpretation shall be settled by WU and ANII through negotiation acting in good faith and in accordance to their common objectives.

J. Exchange of personal data

In case of exchange of personal data within the meaning of article 4(1) of Regulation (EU) 2016/679 ('GDPR'), each Party will comply with the provisions set out in Appendix A: Data Protection.

K. Other Provisions

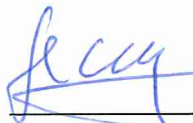
1. This Memorandum has been executed in English.
2. This Memorandum states the intent of the Parties. Any commitment other than those included herein shall not be binding upon the Parties.
3. In the event of a dispute that cannot be settled through negotiation as described in Clause I above, the Parties agree that all claims or actions, related to, or arising out of, activities described in this Memorandum against ANII shall be brought in the courts having jurisdiction in Uruguay, and claims against WU shall be brought in the courts of The Netherlands. The Memorandum shall be construed in accord with the law of the courts in which the proceeding is brought. Notwithstanding the foregoing, a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the Parties, as referred to in Appendix A (Data Protection) of this Memorandum, shall be brought before a competent court of the data exporter's country of establishment. Notwithstanding the foregoing, the Parties expressly state that they understand and accept that ANII will comply in all its terms with the legal provisions in force in Uruguay, as well as those ordered by resolutions of competent authorities, and that what ANII does in that regard will not, in any case, be considered a breach of the Memorandum and will not generate any responsibility whatsoever.
4. This Memorandum shall be valid for 5 (five) years from the date of the last signature. The Memorandum may be extended for an additional five-year period, subject to this Section J, Clause 6, by mutual written agreement between the Parties.

5. Either Party may terminate this Memorandum by giving sixty (60) days' notice in writing by one to the other. Where recipients of ANII funding are still engaged in their PhD or Master program at WU on the date of termination or expiration of this Memorandum, both ANII and WU agree to fulfill their financial obligations to those scholarship holders until the regular end date of their PhD or Master program. WU also agrees to fulfill its academic obligations to those scholarship holders until that date.
6. In the eventuality that a scholarship holder waived the scholarship that was granted to her/him, the Parties will analyze the reasons case by case and the scholarship holder will be entirely responsible for the reimbursement of all the costs associated to the postgraduate program that she/he chose. In case that the scholarship holder reimbursed the amounts corresponding to all the mentioned costs directly to WU, WU shall transfer the amounts received to ANII. WU will not put any objection for ANII to carry out the necessary procedures to collect those sums directly, forcing itself to formalize this authorization in case that this was required by ANII.
7. In the eventuality that a scholarship holder waived his/her scholarship, ANII might redirect the funding that was granted to him/her in order to fund the following candidate in the ranking of the call. Such ranking is a product of the evaluation process carried out by ANII. This may imply that a scholarship is granted to a candidate that applied to pursue a postgraduate in an institution different than WU.
8. In the event that the financial support that was transferred by ANII to WU has not been fully used, the remaining amount must be reimbursed by WU to ANII.
9. All obligations of ANII and WU towards any scholarship holder will be extinguished after the completion of the postgraduate program concerned.

IN WITNESS WHEREOF, the Parties hereto have offered their signatures:

Signed for and on behalf of the National Research and Innovation Agency of Uruguay by its duly authorized officer on

the 16TH day of DECEMBER, 2021.



Flavio Caiafa
President

Flavio Caiafa
Presidente
Agencia Nacional de Investigación
e Innovación

Signed for and on behalf of WU by its duly authorized officer on

the 12 day of January, 2021. 2022.



Prof. Dr. Ir. A.P.J. Mol
Rector Magnificus and Vice-President

APPENDIX A – DATA PROTECTION

1. The definitions below will have the following meaning:
 - a. **“personal data”, “processing”, “controller”, “personal data breach”, and “third party”** have the meaning given to them in the GDPR;
 - b. **“GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
 - c. **"Data Protection Legislation"** means any applicable law relating to the processing of personal Data including, without limitation, the GDPR and any corresponding or equivalent national laws or regulations.
2. Each party shall observe the Data Protection Legislation at all times during the term of the agreement.
3. Each party is a controller for its own processing activities.
4. Each party may be provided with access to personal data belonging to the other party during the term of the agreement. Where such personal data is shared, each party:
 - a. shall use the personal data provided only as strictly necessary to fulfil the terms of this agreement;
 - b. shall not disclose or transfer that personal data to a third party outside the European Economic Area (EEA) without the prior written consent of the sharing party and subject to the third party receiving the personal data being located in a territory which is subject to a current finding by the European Commission that it provides adequate protection for personal data under applicable Data Protection Legislation pursuant to an adequacy decision; or where the third party receiving the personal data has entered into an agreement that is compliant with the Data Protection Legislation such as under the standard contractual clauses referred to in article 28(7) GDPR;
 - c. shall not retain that personal data for longer than is necessary to fulfil any obligations required under this agreement;
 - d. shall ensure that the personal data is returned to the party that shared it or is destroyed on termination or expiry of the agreement in accordance with the sharing party's reasonable instructions;
 - e. shall ensure that it has in place appropriate measures to ensure the security and integrity of the personal data and to guard against unauthorised or unlawful use of the personal data and against accidental loss or destruction of, or damage to, the personal data;

- f. shall promptly notify the sharing Party of any personal data breach;
- g. shall treat the personal data as confidential information.