**AGREEMENT OF COOPERATION**

**BETWEEN**

**TECHNOLOGICAL UNIVERSITY OF PANAMA,**

**AND**

**The University**

The **TECHNOLOGICAL UNIVERSITY OF PANAMA** institution of higher education scientifically and technologically, duly established by Act N0. 18 of August 13, 1981 and organized duly by Act No. 17 of October 9, 1984, reform by the Act No. 57 of June 26, 1996, located at Post Grade Building, Campus Dr. Víctor Levi Sasso, Ave. Universidad Tecnológica, Panamá, represented in this act by Doctor **HÉCTOR M. MONTEMAYOR A**., male, Panamenian, of age, with the personal identity No. 9-68-267, with the condition of Academic President and Legal Representative, hereinafter will be referred **THE UTP**., by one part and the other,\_\_\_\_\_\_\_\_\_\_\_ a non-profit institution of higher education, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (sex) \_\_\_\_\_\_\_\_\_\_\_\_\_ (nationality) \_\_\_\_\_\_\_\_\_\_\_\_\_\_, of age, with passport No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in his capacity as President and Legal Representative, hereinafter \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; agree to enter into this General Agreement on Academic Cooperation, whose purpose is to stimulate mutual understanding to strengthen cultural ties and provide opportunities to expand the experiences and horizons of students, teachers and academic participants.

CONSIDERING

The academic and scientific cooperation brings great advantages for the development of both entities.

That UTP´s mission is to "Contribute to society comprehensive human capital, qualified, enterprising and innovative, critical and socially responsible thinking in engineering, science and technology. Generate appropriate knowledge to contribute to sustainable development of the country and Latin America. Meeting the requirements of the environment."

That the mission of …

That in consequence of this, both sides want to establish an instrument to regulate institutional relationships needed to enhance those programs where there are common interests, so

**AGREE:**

**FIRST:** Enter into this agreement the foundationfor cooperation to promotethe academic, scientific and cultural cooperation between U.T.P. and -------

**SECOND:** Develop the cooperation by the following modalities:

1. Exchange experience, documents, information and knowledge of the achievements and results of the investigations carried out by each of the parties, as defined by each entity.
2. Develop joint research, consulting and advisory services.
3. Dispatch of specialists, technicians, scientists, professors or students, as appropriate to the nature and scope of each program and project mutually agreed.
4. Development of programs and joint projects.
5. Accomplishment of professional practices and graduation work, according to the established regulations.
6. Staff Training.
7. Exchange in the use of equipment, specialized laboratories and materials for the realization of scientific-technical investigations, as well as the provision of technical services and studies according to regulations and possibilities of each entity.
8. Other interest mutually agreed.

**THIRD:** All obligations, commitments or payments that are generated and to be performed in relation to this Memorandum by UTP, will be charged to the budget item No. 1.95.0.1.001.01.00.624 for fiscal year 2019 and for subsequent fiscal years will be charged to heading corresponding budget while the present document remain in force. If required additional budget items, UTP will take the steps necessary to the Ministry of Economy and Finance for the assignments.

**FOURTH:** The terms, scope, rights, responsibilities and procedures governing the implementation of programs and projects will be defined by specific agreements to be annexed to this Memorandum of Understanding and which require the endorsement of the Comptroller General of the Republic of Panama. Future specific agreements generated between the parties to achieve the required resources for the implementation of this Memorandum of Understanding, when involving allocation of public funds and assets, must be countersigned by the Comptroller General of the Republic. (Paragraph 2 of Article 280 of the Constitution of the Republic of Panama and paragraph 2 of Article 11 of Law 32 of 1984, by which the Organic Law of the Comptroller General of the Republic is adopted).

**FIFTH:** For the purposes of this application agreement, the parties will appoint a representative each, to form a committee to activities plan and coordinate the activities and projects and will be presented to the maximum authorities of both parties for approval.

**SIXTH:** The terms, scopes, rights, responsibilities and procedures governing the implementation of programs and projects are defined through Memorandums of Understanding to be annexed to this Agreement.

**SEVENTH:** This agreement shall become effective on the date of signature by the representatives of the two universities and in case of the UTP with the formalities of the Panamanian law, and will be effective for a period of five (5) years and it will be renewed by mutual agreement of the parties by mutual written consent corresponding to the legal document. This Agreement, its carryovers or addendums will require for validity of the signature of the parties; and for the case of UTP endorsement of the General Comptroller of the Republic of Panama. This agreement may be terminated by giving a written notice by either side with six (6) months in advance. Whether this is the case, it is understood that all activities have already been initiated will be completed in accordance with this agreement.

**EIGHT:** The disagreements which may arise in the interpretation and application of this Agreement, their appendix and its annexes shall be resolved in good faith in fulfilling the spirit of partnership that has encouraged the parties to subscribe.

**NINETY:** This Agreement may be terminated when either of the parties, notify by written notice to the other party, upon ninety (90) calendar days in advance. Termination of this Agreement shall not affect the normal development of the projects and activities that had been arranged before the proposed termination date.

In the witness agreed, for greater certainty, the undersigned, duly authorized for that purpose, have signed this Agreement in two identical copies and valid for the day \_\_\_\_\_\_\_\_\_\_\_ of the month \_\_\_\_\_\_\_\_\_\_\_ of two thousand \_\_\_\_\_\_\_\_\_\_\_\_ (20\_\_\_\_).

**BY BY U.T.P.:**

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 **ING. HÉCTOR MONTEMAYOR**

 **Rector**

**ENDORSEMENT:**

**GENERAL COMPTROLLER OF THE REPUBLIC OF PANAMA**

Panama, \_\_\_\_\_\_\_\_\_ 20\_\_\_\_.