



# GENERAL CULTURAL AND SCIENTIFIC CO-OPERATION AGREEMENT DRI-048-2019 between SAPIENZA UNIVERSITY OF ROME (ITALY) and THE UNIVERSIDAD TECNOLÓGICA DE PANAMÁ

Sapienza University of Rome, having its principal office at Piazzale Aldo Moro 5, 00185 – Rome, Italy, herein represented by its Rector, prof. Eugenio Gaudio, and the Universidad Tecnológica de Panamá located in Universidad Tecnológica de Panamá Avenue, University Campus "Dr. Víctor Levi Sasso" herein represented by its Rector, Prof. Héctor Montemayor, regarding the development of cultural and scientific cooperation as being of mutual benefit, and desiring to strengthen such cooperation, agree on the following:

# Article 1 GENERAL PROVISIONS

Scientific and educational cooperation shall be pursued in areas of mutual interest, on a basis of equality and reciprocity.

### Article 2 FORMS OF CO-OPERATION

The following forms of co-operation may be pursued:

- a) exchange of faculty and staff members, graduate and undergraduate students;
- b) joint implementation of research projects;
- c) exchange of documentation, scientific information and publications;
- d) interaction through meetings, seminars. Development of joint courses.







## Article 3 EXECUTIVE PROTOCOLS

The development and implementation of specific forms of co-operation based on this agreement, will be separately established upon between Parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

Any student mobility will require an additional protocol between Parties.

#### **Article 4**

#### LIAISON OFFICE

For the purpose of implementing this Agreement, an office to serve as liaison shall be designated by each Party.

For Sapienza University of Rome the contact is: "International Office", Piazzale Aldo Moro 5, 00185 – Rome, Italy.

For Universidad Tecnológica de Panamá the contact is: "International Relations Directorate", Universidad Tecnológica de Panamá Avenue, University Campus Dr. Víctor Levi Sasso, Postgraduate Building, ground floor, Panama, Panama City, Postal Code: 0819-07289.

#### Article 5

#### **ASSISTANCE AND SUPPORT**

Each Party, in accordance with its respective statutes and regulations, shall ensure assistance and support to scholars of the partner university visiting the institution.



#### Article 6

#### INSURANCE AND EMERGENCY HEALTH

Scholars sent by one University to the other must have both medical and accident insurance. This may be provided either by their home institution, according to its own





regulations, or it may be directly set up by the interested person, through the stipulation of a policy with an insurance agency guaranteeing the above mentioned risks.

## Article 7 INTELLECTUAL PROPERTY

All background Intellectual Property will remain the ownership of the originating Institution. Access to such Intellectual Property will be negotiated on a case by case basis. Any new Intellectual Property generated as a consequence of this Agreement will normally be owned by the party creating the same, although variations to this position may be negotiated on a case by case basis and, where this relates to any taught programmes developed as set out in article 3 above, arrangements agreed will in all cases be set out in further Agreements. Licences for the exploitation of Intellectual Property will be negotiated on a case by case basis.

#### **Article 8**

#### PROMOTIONAL MATERIAL AND USE OF LOGOS

Neither institution, party to this agreement, shall use the name and logo of the other in any form of publicity or promotional material without the written consent of the party concerned.

### Article 9 DATA PROTECTION



Personal data will be used and processed only for the purpose of the present Cooperation Agreement and consequent executive protocols in accordance with the data subjects' rights, fundamental freedoms, respect of dignity, confidentiality, personal identity and the right to personal data protection.





# Article 10 EQUAL OPPORTUNITIES POLICY

The institutions, party to this agreement, shall not discriminate against any person on the basis of race colour, gender, age, sexual orientation, marital or familiar status, ethnicity, religion, political opinions, national origin, or disability.

# Article 11 TERMS AND CONDITIONS

This agreement is subject to approval by competent authorities, according to the national laws of each University. This General Agreement shall become effective when both signatures are affixed.

### Article 12 VALIDITY

This agreement shall remain in force for five years and may be terminated by either party with a minimum of 120 days written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.

## Article 13 RENEWAL

Parties may apply for renewal of the Agreement for a further period of equivalent duration. If not renewed, the agreement expired ceases its effects, without prejudice to the continuation of any ongoing activities.



### Article14

#### SETTLEMENT OF DISPUTES

Disputes arising out of interpretation or implementation of this Agreement shall be settled by an Arbitration Committee consisting of 3 arbitrators two of whom elected separately by each university party to this agreement and one – jointly.





Drawn up in two original copies in English language, both having the same legal validity.

Sign in Panama City, August 28<sup>th</sup> 2019.

SAPIENZA UNIVERSITY OF ROME

UNIVERSIDAD TECNOLÓGICA DE PANAMÁ

Eugenio Gaudio RECTOR

**Héctor Montemayor** RECTOR