



EXCHANGE AGREEMENT
No. DRI-002-2021

CELEBRATED BETWEEN
UNIVERSIDAD TECNOLÓGICA DE PANAMÁ (UTP)
AND
BRANDENBURG UNIVERSITY OF TECHNOLOGY
COTTBUS - SENFTENBERG (BTU)

Among the undersigned are: the **UNIVERSIDAD TECNOLÓGICA DE PANAMÁ**, an institution of higher scientific-technological education, duly created by Law No. 18 of August 13, 1981, organized by Law No. 17 of October 9, 1984 and reformed by Law No. 57 of July 26, 1996, represented in this act by the Engineer **HÉCTOR M. MONTEMAYOR Á.**, male, Panamanian, of legal age, with personal identity card No. 9-68-267, in his condition of Rector and Legal Representative, duly authorized by Resolution No. CGU-R-01-2020 of the University General Council approved in ordinary meeting N ° .01-2020 held on February thirteen (13), two thousand twenty (2020), "by which the elaboration and execution of international Conventions, Agreements, Protocols, Memoranda of Understanding and the like are authorized, related to the implementation of the Student, Teaching, Research and Administrative Mobility Programs of the Universidad Tecnológica de Panama", hereinafter referred **THE U.T.P.**, on the one hand and on the other, the **BRANDENBURG UNIVERSITY OF TECHNOLOGY COTTBUS-SENFTENBERG**, Public Technical University in the State of Brandenburg, Germany, established on 1st of July 2013, located at Platz der Deutschen Einheit 1, 03046 Cottbus, Germany, represented by its President, Prof. Dr. p.h. habil. **GESINE GRANDE**, female of German nationality, in her capacity as Legal Representative, which will be referred to as **BTU**, who hereinafter jointly will be called **THE PARTIES**, celebrate this Agreement of Cooperation that lays the foundations of cooperation and mutual technical assistance.

CONSIDERING:

That academic and scientific cooperation entails great advantages for the development of both entities.

That **BTU** and **UTP** agree to cooperate in regard to international programmes based on the principle of reciprocity. This Agreement permits the exchange of scholars, students, and academic information and materials between the signatories. By the establishment of such exchanges, the instructional and research activities at both universities will be enhanced and mutual understanding between scholars and students will be increased.

That as a consequence of the foregoing, both **Parties** wish to establish an instrument that regulates the relationships necessary to enhance those programs in which there are common interests, for which they agree:





ARTICLE I - STUDENT EXCHANGES

1. Each contracting institution selects its possible candidates for participation in the exchange programme and nominates them to the host university. While students nominated by the home university will generally be accepted by the host university, the latter reserves itself the right to the final decision concerning the admission of applicants. Students may be exchanged subject to the approval of the relevant course/programme coordinator.
2. The nominated students shall be:
 - 2.1 Of good academic standing, as determined by the student's home institution
 - 2.2 Able to follow the classes in the language of instruction
 - 2.3 Required to enrol in subjects that constitute full time standing at the host institution.
3. The applicants shall submit the documents required by the host institution for admission. All application documents must be presented in English.
4. Students will be officially enrolled in their home institutions while they are on exchange.
5. All graduate and undergraduate exchange students will be special non-degree students. **BTU** students apply to **UTP** through the International Affairs Office and **UTP** students apply to **BTU** through the International Relations Office.
6. Students on exchange will be required to abide by the rules and regulations of the host institution.
7. Exchange students will have the same privileges provided to full-time students of the host institution while they are on the exchange.
8. **THE PARTIES** may attach specific points of implementation to this Agreement in order to facilitate the exchanges.
9. The contracting institutions will exchange English information material and course information in the language of instruction on a regular basis in order to facilitate the organisation of the exchange programme.

ARTICLE II - EXCHANGE OF TEACHERS AND ADMINISTRATIVES FOR INVESTIGATION

1. The mobility of teachers, academics and staff between the two institutions to teach courses, will have the objective of collaborating in research and exchange.
2. Collaboration in research in fields of mutual interest between the research staff, professors, administrators and students of both institutions, including, among others, the establishment of joint research centers, the joint application for research funds, the joint implementation of research projects, publication of articles, documents and joint organization of international conferences and seminars on mutually agreed research topics.
3. Exchange and collaboration of teaching and academic materials, publications, references and other relevant information.
4. Other collaborative projects that benefit both parties.





ARTICLE III – MAGNITUDE, TIMING AND DURATION OF EXCHANGES

1. **BTU** will send to the **UTP** up to a maximum of three (3) students (undergraduate / graduate) nominated by the **BTU** International Relations Office, for exchange up to one academic year or one semester.
2. At **UTP**, the first academic semester will cover the period from March to July and for the second semester it will cover the period from August to December of each year. At **BTU**, the academic year will cover the period from October to March for the winter semester and from April to September for the summer semester.
3. **UTP** will send to the **BTU** up to a maximum of three (3) students (undergraduate / graduate) nominated by the **UTP** Directorate of International Relations for up to one academic year or one semester.
4. Reciprocity of the number of students exchanged between **UTP** and **BTU** must be achieved within the five (5) years of duration of the Agreement. However, each university can choose more incoming students than it can provide outgoing students.

ARTICLE IV – STUDENT CHARGES AND TUITION FEES

1. Students will pay tuition at their home institutions unless exempted.
2. The host institution will provide tuition waivers for exchange students. Studies at the destination university are free for the participant, except for an administrative fee that is charged to other students as payment for the services offered by **BTU**. The current sum is available on the **BTU**'s website.
3. Students will be responsible for the cost of the trip between both universities, either at the end of the exchange, or earlier due to permanent separation, illness or other reason. Students will also be responsible for the cost of immigration documents and health insurance.
4. Exchange students will individually assume their living costs, room and board, visa fees, transportation, books and other personal expenses. However, each university can provide financial aid to its outgoing and incoming students in accordance with their aid policies.
5. Exchange students will be required to provide proof of adequate health insurance coverage during their stay at host institutions. They will be required to purchase a health insurance policy as all international students at each university.

ARTICLE V – LIVING COSTS AND ACCOMMODATION

The host institution will assist in the arrangement of accommodation for the exchange student by providing information on housing alternatives. Each host university guarantees maximum assistance in terms of finding safe, clean and conveniently located accommodations. The host institution is not obligated, financially or otherwise, to provide housing. All living and accommodation costs are to be paid by the students.





ARTICLE VI – RECEPTION AND ORIENTATION

Each institution will ensure that adequate arrangements are made for the reception and orientation of exchange students.

ARTICLE VII – TRANSMISSION AND RECOGNITION OF RESULTS

Before exchange students leave the home university, the participant, the home university and the host university should sign a Preliminary Learning Agreement containing the modules the exchange students would like to study at the host university. After arrival at the host university a Final Learning Agreement with the registered modules should be signed by the participant, the home university and the host university.

Exchange students should choose courses at the host institution which correspond on type and level to modules that they are required to take in their home university, thus they will be eligible to transfer and recognize the academic achievements at the home university.

Credit for all academic work completed at the host university will reflect the requirements, policies, and procedures in effect at the host university at the time of the students' arrival. Participants will be able to receive transcripts and other academic records upon request.

ARTICLE VIII – ECONOMIC COMMITMENTS

THE PARTIES agree that this Agreement does not represent reciprocal economic commitments between them, much less the generation of new budgetary expenditures, since they agree to seek to collaborate with the technical resources and installed capacities that they already have, without having to incur new expenditures.

They agree that, if you require financial resources to fulfill the commitments acquired through this Agreement, such commitments will be established through Specific Agreements, in which the funds available to each Party will be indicated.

ARTICLE IX – TERM AND TERMINATION

1. This Exchange Agreement will be effective as of the date of the last signature of the legal representatives or persons authorized by **THE PARTIES**, established at the bottom of this document, it will be in force for a period of five (5) years and may be extended by mutual agreement, for similar periods, unless either of **THE PARTIES** terminates the Agreement during the last six (6) months of its validity. Changes to this Agreement require the corresponding written statements of the legal representatives of the partner universities.
2. Either of **THE PARTIES** may terminate this Exchange Agreement by notifying the other institution in writing at least ninety (90) calendar days prior to its intention to terminate. Termination will be effective ninety (90) calendar days after the date of the notification, or upon completion of any course that exchange students are enrolled on the date of the notification of intent to terminate, whichever occurs last.
3. Termination will be without penalty. If this Agreement is terminated, **THE PARTIES** will not be liable to each other for any monetary or other loss that may result.





ARTICLE X – SETTLEMENT OF DISPUTES

The parties shall use good faith efforts to resolve any Cooperation dispute, claim or proceeding arising out of or related to this Agreement. If the parties are unable to reach agreement within 15 days after one party has notified the other of that issue, they will in good faith attempt a resolution through an alternative dispute resolution procedure commissioned by the legal representatives of both parties.

ARTICLE XI – EXPIRATION

This Agreement may be terminated for any of the following reasons:

1. By expiration of the term of duration.
2. Due to the breach of obligations arising from this Agreement, by one of **THE PARTIES**, which will empower the other to terminate it, without the need for requirements of any kind.
3. By mutual agreement between **THE PARTIES**.
4. Due to force majeure or fortuitous event that prevents further execution.

This Agreement was composed in two (2) original copies in English.

Having read this Exchange Agreement and being aware of its content and scope, the legal representatives sign it in the places and dates indicated under their signature.

UNIVERSIDAD TECNOLÓGICA DE
PANAMÁ

PROF. HÉCTOR MONTEMAYOR

Rector

Place, Date *03/15/2021*
Panama City

BRANDENBURG UNIVERSITY OF
TECHNOLOGY
COTTBUS/SENFTENBERG

PROF. DR. P.H. HABIL. GESINE
GRANDE

President

Place, Date *Cottbus*
24. März 2021

