

AGREEMENT OF COOPERATION DRI-029-2021

**CELEBRATED BETWEEN
UNIVERSIDAD TECNOLÓGICA DE PANAMA (UTP),
AND
THE UNIVERSITY OF PRETORIA**

The **UNIVERSIDAD TECNOLÓGICA DE PANAMÁ** 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 July 26, 1996, located at Post Grade Building, Campus Dr. Víctor Levi Sasso, Ave. Universidad Tecnológica Panamá, represented in this act by Prof. **HÉCTOR M. MONTEMAYOR Á.**, male, Panamanian, of age, with the personal identity No. 9-68-267, in his capacity as Rector and Legal Representative, duly authorized by Resolution No. CGU-R-01-2020 of the General University Council approved at ordinary meeting No. 01-2020 held on February thirteen (13), two thousand and twenty (2020), *"which authorizes the preparation and execution of international Agreements, Protocols, international Memoranda of Understanding and similar, related to the implementation of the Student, Teaching, Research and Administrative Mobility Programs of the Universidad Tecnológica de Panamá"* hereinafter will be referred the **UTP**, by one part and the other, the **UNIVERSITY OF PRETORIA** is a multi-campus public research university, established and incorporated in terms of the Higher Education Act No 101 of 1997, as amended, represented by Prof Tawana Kupe male of Zimbabwean nationality, of age, in his capacity as Vice-Chancellor and Principal and Legal Representative, hereinafter **UP**; 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:

This cooperation brings great advantages for the development of both entities.

UTP's mission is to provide qualified, entrepreneurial and innovative human capital society with comprehensive training, critical and socially responsible thinking in engineering, science and technology; generate appropriate knowledge to contribute to sustainable development and respond to the requirements of the environment.

UP's mission is pursuing recognition and excellence in its core functions of research, teaching and learning, and integrating engagement with society and communities into these, the University of Pretoria will use quality, relevance, diversity and sustainability as its navigational markers.

As a consequence of the above, both sides want to establish an instrument to regulate institutional relationships needed to enhance those activities where there are common interests, so

AGREE:

FIRST: PURPOSE

The present Agreement of Cooperation is celebrated to promote academic, scientific and cultural cooperation between **UTP** and **UP**.

SECOND: COOPERATION MODALITIES

Develop cooperation under the following modalities:

1. Exchange of experiences, documents, information and knowledge of the achievements and results of the investigations carried out by each of the **PARTIES** according to the regulations, rules and policies of each entity as well as applicable legislation.
2. Development of joint investigations, consultancies and advisory.
3. Enter into exchange programs for teachers, researchers, administrators or students, as appropriate to the nature and scope of each mutually agreed program and project subject to the availability of funding .
4. Development of joint programs and projects subject to complying with applicable legislation and Intellectual Property policies.
5. Carrying out professional practices and graduation assignments, according to the established regulations, rules and policies applicable at each Party from time to time.
6. Training of personnel subject to the availability of personnel and sufficient funding.
7. Use of equipment, specialized laboratories and materials for scientific-technical research, as well as the provision of technical services and studies according to the regulations and possibilities of each entity.
8. Other identified and agreed upon projects of mutual agreed interest.

THIRD: 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 collaborate with the technical resources and installed capacities that they already have, without having to incur new expenditures.

They agree that, if financial resources are required for the fulfillment of the commitments acquired through this Agreement, they will first discuss each Party's financial contribution and if an agreement on each Party's financial contribution is reached then it will be reduced to writing through the drafting and signing of a separate Memorandum of Understanding for each project, which will indicate the funds available to each Party.

FOURTH: MEMORANDUM OF UNDERSTANDING

The terms, scope, rights, responsibilities and procedures that will govern the execution of programs and projects will be defined through separate Memorandum of Understanding to be signed by **THE PARTIES**.

FIFTH: REPRESENTATIVES COMMITTEE

For the purposes of the execution and monitoring of this Agreement, **THE PARTIES** will designate a Committee that will plan and coordinate activities and projects, and will present them to their highest authorities for consideration and approval. This Committee will consist of a representative from each Party, and must periodically submit a written report to its highest authorities, regarding the progress of the activities and projects developed.

SIXTH: CONFIDENTIALITY

By virtue of the fact that this Agreement involves the exchange of information, each of **THE PARTIES** may have access to the confidential information of the other. For the purposes of this Agreement, Confidential Information is understood to be all types of information disclosed or transmitted by any of **THE PARTIES**, whether orally, in writing or by any other means.

The maintenance of this information as confidential and secret is of the maximum interest and responsibility of **THE PARTIES**, therefore, it is strictly prohibited to reproduce or transmit or share any Confidential Information to any third party without the prior obtained written permission of the other Party.

THE PARTIES undertake, on their behalf and on behalf of all the personnel who work under their charge, to maintain the strictest confidentiality and not to reveal the information to which they could have access to by virtue of the exchange of information that they are carried out, to any natural or legal person, in any format, by virtue of the exchange of information that **THE PARTIES** may have.

The information that has been publicly managed by publications or other means of dissemination, or when required by a competent authority, is excepted from this clause. On this last case, the other Party must be notified as soon as the relevant actions or remedies are initiated.

SEVENTH: INTELLECTUAL PROPERTY

THE PARTIES agree that this Agreement does not grant any license or any type of right, title or interest regarding the "Intellectual Property" of **UTP** or from **UP** to the other Party. Each of **THE PARTIES**, retains its intellectual property rights, either over an asset existing prior to this Agreement or over any asset that each one generates, independently, as a result of the implementation of this Agreement.

EIGHTH: TRANSFER OF RESULTS OF TECHNOLOGIES OR KNOWLEDGE

In the event that the asset subject to intellectual property rights is generated by joint action of **THE PARTIES** by virtue of the collaboration and / or cooperation that has been established within the framework of this Agreement, both Parties will initiate a consultation process, in order to reach a common agreement and define what is pertinent, with respect to Intellectual Property Rights, in writing in a legal instrument.

The results of the technologies or knowledge developed by **THE PARTIES**, based on this Agreement, will be evaluated in order to determine the possible applicable transfer and commercialization mechanisms, according to the characteristics, standards and regulations of each one, in order to formalize the processes of management and transfer of the results of knowledge or technologies, where the uses, benefits and other particularities of said processes for both Parties will be defined.

NINTH: VALIDITY

This Agreement will be effective from the date of the last signature of the legal representatives or authorized persons by **THE PARTIES** established at the bottom of this document, will be in force for a period of five (5) years and may be extended by mutual agreement, for similar periods.

TENTH: ANTICIPATED TERMINATION

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.

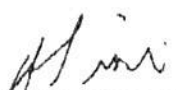
ELEVENTH: SETTLEMENT OF DISPUTES

Any disagreements which may arise in the interpretation and application of this Agreement of Cooperation, its appendix and its annexes shall be resolved in good faith by way of discussions by the most senior executives or their duly authorized representatives, fulfilling the spirit of cooperation that has encouraged **THE PARTIES** to subscribe to this Agreement.


THE PARTIES undertake to amicably resolve any discrepancy or dispute that may arise due to the execution of this Agreement.

In faith of the agreement, for greater evidence, the undersigned, duly authorized for this purpose, sign this Agreement of Cooperation in two (2) copies of the same tenor and validity, in the places and dates indicated under their signature.

BY UP:


Prof Anton Stroh
on behalf of
Prof Tawana Kupe
Vice-Chancellor and Principal
City: Pretoria
Date: 19 January 2021

BY UTP:


ENG. HÉCTOR M. MONTEMAYOR A.
President
City: Panama
Date: _____