

**AGREEMENT OF COOPERATION  
DRI-016-2021**

**BETWEEN  
UNIVERSIDAD TECNOLÓGICA DE PANAMA  
AND  
UNIVERSITY OF MASSACHUSETTS DARTMOUTH**

The **UNIVERSIDAD TECNOLÓGICA DE PANAMÁ** institution of higher education scientifically and technologically, duly established by Act No. 18 of August 13, 1981, 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 **UTP**, on one part and the other, the **UNIVERSITY OF MASSACHUSETTS DARTMOUTH** a public university, that traces its roots to the year 1895, accredited by the New England Commission of Higher Education (NECHE) in 2020 and is located at 285 Old Westport Rd, North Dartmouth, MA 02747, United States, represented in this act by PhD **MICHAEL GOODMAN**, male and US citizen of age in his capacity as Acting Provost and Vice Chancellor for Academic Affairs, duly empowered for this act, hereinafter **UMassD**; hereinafter **THE PARTIES** 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, faculty and other 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.

**UMassD's** mission is to distinguish itself as a vibrant, public research university dedicated to engaged learning and innovative research resulting in personal and lifelong student success. The University serves as an intellectual catalyst for economic, social, and cultural transformation on a global, national, and regional scale.

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**

This Agreement of Cooperation is designed to promote academic, scientific and cultural cooperation between **UTP** and **UMassD**.

**SECOND: COOPERATION MODALITIES**

The two institutions agree to develop cooperation under the following modalities:

1. Exchange of experiences, documents, information and knowledge of the achievements and results of projects carried out by each of **THE PARTIES** consistent with the policies and regulations of each entity.
2. Exchange of faculty, researchers, administrators or students, as appropriate to the nature and scope of each mutually agreed program and project.
3. Development of joint programs and projects.
4. Carrying out internships and research projects according to established regulations.
5. Training of personnel.
6. 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.
7. Other activities of mutual 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 using 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 be established through Memorandum of Understanding, 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 Memorandum of Understanding to be signed by **THE PARTIES**.

**FIFTH: REPRESENTATIVES COMMISSION**

For the purposes of the execution and monitoring of this Agreement, **THE PARTIES** will designate a Commission that will plan and coordinate activities and projects, and will present them to their highest authorities for approval. This Commission will be made up 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 identified by the disclosing party as confidential to the receiving party, 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 without written permission of the other Party.

**THE PARTIES** agree, 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 by virtue of the exchange of information that they have 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 regarding the "Intellectual Property" of **UTP** or **UMassD**. 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 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 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.



**NINETH: 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, ninety (90) calendar days in advance. The Parties agree that notwithstanding the termination of this Agreement under this Section, any students who have already been enrolled in the courses at the time notice of termination is given by either Party shall be given the opportunity to complete their courses to the extent that this is practicable and reasonable.

**ELEVENTH: SETTLEMENT OF DISPUTES**

Disagreements which may arise in the interpretation and application of this Agreement of Cooperation, their appendix and its annexes shall be resolved in good faith in fulfilling the spirit of partnership that has encouraged **THE PARTIES** to subscribe.

**TWELFTH: EXPORT CONTROLS**

It is the mission and policy of **UMassD** to conduct (a) instruction and basic fundamental research openly and without prohibitions on the dissemination of learning or research results; and (b) in full compliance with both Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR) provisions of the US Government.

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 UMassD:**



Michael D. Goodman, PhD  
Acting Provost and  
Vice Chancellor for Academic Affairs  
University of Massachusetts Dartmouth  
285 Old Westport Road  
Dartmouth, MA 02747  
USA

**Date:** March 17, 2021

**BY UTP:**



ENG. Héctor M. Montemayor  
President  
Universidad Tecnológica de Panama  
Post Grade Building, Campus Dr.  
Víctor Levi Sasso, Ave  
Panama

**Date:** 23/04/2021

