



COOPERATION AGREEMENT

No. DRI-040-2021

BETWEEN
UNIVERSIDAD TECNOLÓGICA DE PANAMÁ (UTP),
Panamá
AND
LOUISIANA STATE UNIVERSITY AGRICULTURAL CENTER
Baton Rouge, Louisiana, United States of America

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, represented in this act by Engineer **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**, on one part and the other, the **LOUISIANA STATE UNIVERSITY AGRICULTURAL CENTER (LSU AGCENTER)**, a United States entity that specializes in earth, energy, environmental engineering, regional innovation and social design engineering, represented in this act by Doctor **WILLIAM B. RICHARDSON**, male of legal age, as Vice President for Agriculture and Legal Representative, hereinafter referred to as **LSU AGCENTER**, who will hereinafter jointly be called the **PARTIES**, 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.

LSU's mission is to offer a broad array of undergraduate degree programs and extensive graduate research opportunities designed to attract and educate highly qualified undergraduate and graduate students; employing faculty who are excellent teacher-scholars, nationally competitive in research and creative activities, and who contribute to a world-class knowledge base that is transferable to educational, professional, cultural, and economic enterprises; and sing its extensive resources to solve economic, environmental, and social challenges.





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 **LSU**.

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 graduation assignments, according to the 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, nor the transfer of funds between one or the other, much less the generation of new economic expenditures for any of **THE PARTIES**, since they agree to try to collaborate with the resources technicians and the installed capacities that each of them already have.

They agree that, if financial resources are required to fulfill the commitments acquired through this Agreement, they will be established through Memoranda of Understanding, in which the funds available to each of **THE PARTIES** will be indicated.

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 all types of information disclosed or transmitted by any of **THE PARTIES** to the other, identified as such, either orally, in writing or by any other means. It is strictly forbidden to reproduce or transmit such information without the written permission of the other Party.

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

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. In the latter case, the other Party must be notified as soon as the pertinent 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 LSU. 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.

NINTH: NINTH: USE OF NAMES, EMBLEMS OR SEALS. **THE PARTIES** may not, without express and written authorization, use the name, emblem or official seal of the other Party for advertising or any other purpose. The use of names, emblems or seals will be jointly regulated in accordance with the identity and institutional image manuals of each of **THE PARTIES**.



TENTH: 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.

ELEVENTH: ANTICIPATED TERMINATION

This Agreement may be terminated when either of **THE PARTIES** communicates it by means of a written notice to the counterpart, ninety (90) calendar days in advance. **THE PARTIES** agree that notwithstanding the termination of this Agreement under this Section, any student who has already been enrolled in the courses at the time either Party notifies the termination will have the opportunity to complete their courses to the extent that this is necessary, practicable and reasonable.

TWELFTH: 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.

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 LSU AgCenter:



William B. Richardson

LSU Vice President For Agriculture

City: Baton Rouge

Date: 7/21/21

BY UTP:



ENG. HÉCTOR M. MONTEMAYOR A.

City: Panamá

Date: 07/20/2021

