

MEMORANDUM OF UNDERSTANDING
DRI-008-2021

BETWEEN

MEMORIAL UNIVERSITY OF NEWFOUNDLAND
NEWFOUNDLAND AND LABRADOR, CANADÁ

AND
UNIVERSIDAD TECNOLÓGICA DE PANAMÁ
PANAMÁ, REPÚBLICA DE PANAMÁ

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 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**, and from the other part the **MEMORIAL UNIVERSITY OF NEWFOUNDLAND**, St John's, NL, Canada, created by the *Memorial University Act*, RSNL 1990, Chapter M-7 and represented in this act by Dr. **MARK ABRAHAMS**, in his position as Provost and Vice-President (Academic) *pro tempore*, duly authorized for this act, hereafter referred to as **MUN**, those who are ahead will be called the **PARTIES**, agree to enter into this Memorandum of Understanding, 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:

The Academic and scientific cooperation has 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.

The mission of **MUN** it's an inclusive community dedicated to innovation and excellence in teaching and learning, research, scholarship, creative activity, service, and public participation.



MUN welcomes and supports students and academics from around the world and brings knowledge and experience locally, nationally and internationally.

The **PARTIES** to the present, is to share a common interest in many academic and educational fields.

As a consequence of the foregoing, both **PARTIES** wish to establish an instrument that regulates the relationships necessary to promote those programs in which there are common interests, for which

AGREE:

FIRST: PURPOSE

The present Memorandum of Understanding (MOU) is celebrated to promote student mobility, faculty members exchange and the academic, scientific and cultural cooperation between **UTP** and **MUN**.

SECOND: COOPERATION MODALITIES

Develop cooperation under the following modalities:

1. Undergraduate and graduate student mobility.
2. Exchange of faculty members.
3. Exchange of publications, research materials, newsletters, etc.
4. Joint projects related to research, teaching and faculty development.
5. Development of joint initiatives with partner institutions, including joint or collaborative degree programs.
6. Opportunities for full-degree fee paying undergraduate/graduate study.
7. Others of mutually agreed interest.

THIRD: ECONOMIC COMMITMENTS

THE PARTIES agree that this MOU 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 MOU, they will be established through Specific Agreements, which will indicate the funds available to each Party.

FOURTH: USE OF NAMES AND LOGOS

Permission is given to the Partner Institution to use Memorial University's institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions. The partner institution shall comply with Memorial University's brand standards with respect to any such use of the institutional logo, the details of which can be





found

here:

https://www.mun.ca/marcomm/brand/standards/BrandStandards_August_2017_FA.pdf).

Versions of Memorial University's logos are located here: <https://www.mun.ca/marcomm/brand/logos/memorialslogo.php>. Questions or concerns about the usage and implementation of our official marks and brand standards can be directed to our Marketing and Communications team through email at marcomm@mun.ca.

That the **UTP** grants permission to **MUN** to use the institutional name and / or logo for the sole purpose of promoting and managing collaborative activities between institutions. **MUN** must comply with the **UTP** brand standards with respect to any use of the institutional logo, whose details can be found in the following links: <http://www.utp.ac.pa/logos-para-la-web> or <http://www.utp.ac.pa/logos-para-impresion>

FIFTH: LEGALLY BINDING DOCUMENT

This MOU is not intended to be and is not to be construed as a legally binding agreement. Signing of this MOU does not result in any material, financial or other obligation for either of the **PARTIES** hereto. By signing this MOU, the **PARTIES** are signifying their desire for future collaboration. Specific initiatives may be considered and agreed upon, on a case by case basis, including the contributions and obligations of each institution. Each such initiative shall be negotiated between and have the mutual agreement of the institutions and shall be formalized by a signed appendix to this MOU.

SIXTH: SPECIFIC AGREEMENTS

The terms, scope, rights, responsibilities and procedures that will govern the execution of the programs and projects to be executed under this document, will be defined in Specific Agreements that the **PARTIES** conclude for this purpose.

SEVENTH: REPRESENTATIVES COMMISSION

For the purposes of executing and monitoring this Memorandum, 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 of each Party and must periodically submit a written report to its highest authorities regarding the progress of the activities and projects developed.

Any notice of termination should be addressed as follows:

If to **MUN**:

Attention:

Internationalization Office
57 Allandale Road
Corte Real Building,
Burton's Pond, Room 201,

If to **UTP**:

Attention:

International Affairs Office
Universidad Tecnológica de Panamá,
Campus Víctor Levi Sasso
Vía Universidad Tecnológica



St. John's, NL CANADA A1B 3S7
Phone 709 864 3288
Fax 709 864 4330

Edificio de Postgrado, planta baja.
E-mail: relaciones.internacionales@utp.ac.pa
Teléfonos: (507) 560-3201 / 560-3327

EIGHTH: CONFIDENTIALITY

By virtue of the fact that this MOU involves the exchange of information, each of **THE PARTIES** may have access to the confidential information of the other. For the purposes of this MOU, 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.

NINETH: INTELLECTUAL PROPERTY

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

TENTH: 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 MOU, 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 MOU, 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. Specific



language regarding intellectual property rights will be addressed, as required, in subsequent agreements arising from this MOU.

ELEVENTH: VALIDITY

This Memorandum 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, will be in force for a period of five (5) years and may be extended by mutual agreement, for similar periods.

TWELFTH: ANTICIPATED TERMINATION

This Memorandum may be terminated when any of the **PARTIES** communicates it by written notice to the counterparty, with ninety (90) calendar days in advance. The termination of this Memorandum will not affect the normal development of the projects and activities that have been agreed before the proposed completion date.

THIRTIETH: SETTLEMENT OF DISPUTES

Disagreements which may arise in the interpretation and application of this MOU 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 Memorandum of Understanding in two (2) copies of the same tenor and validity, in the places and dates indicated under their signature.

BY MUN


Name: **Dr. Mark Abrahams**
Title: Provost and Vice-President (Academic)
pro tempore

Date: July 28, 2021

BY UTP

Héctor M. Montemayor Á.
Firmado digitalmente por Héctor M. Montemayor Á.
Fecha: 2021.07.13 13:41:18 -05'00'
Name: **Eng. Héctor M. Montemayor Á.**
Title: President

Date: July 13th, 2021

