

MEMORANDUM OF UNDERSTANDING
DRI-066-2021
BETWEEN:
UNIVERSITY OF SOUTHERN INDIANA
Evansville, Indiana, United States
AND
UNIVERSIDAD TECNOLÓGICA DE PANAMÁ
Panama, Republic of Panama

The **UNIVERSIDAD TECNOLÓGICA DE PANAMÁ**, institution of higher education scientifically and technologically, duly established by Act No. 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, represented in this act by **Eng. 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-04-2021 of the General University Council approved in virtual ordinary meeting No. 05-2021 held on August 5, 2021, *"by which the subscription and execution of Agreements, Protocols, International Memoranda of Understanding and other similar ones, related to the implementation of International Cooperation Programs in the academic, scientific, research, cultural and Student Mobility, Teaching, Research and Administrative areas of the Technological University of Panama, and other provisions are adopted"* hereinafter will be referred the **UTP**, and from the other part the **UNIVERSITY OF SOUTHERN INDIANA**, 8600 University Boulevard, Evansville, IN, U.S.A., founded in 1965 and accredited by The Higher Learning Commission and represented in this act by **Dr. RONALD ROCHON, President of University of Southern Indiana**, hereafter referred to as **USI**, those who are ahead will 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:

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.

USI's mission is engaged learning community committed to exceptional education. We exist to provide an educated citizenry that can engage in a civil manner within a community with divergent ideas and cultural differences. We prepare our students to lead and make positive contributions to our state, their communities, and to be lifetime learners in a diverse and global society.

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 **USI**.

SECOND: COOPERATION MODALITIES

The **PARTIES** agree to develop cooperation under the following modalities:

1. Exchange of faculty members.
2. Undergraduate and graduate student mobility.
3. Exchange of publications, research materials and newsletters.
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. Articulation agreements and degree recognitions.
8. Others of mutually agreed interest.

THIRD: ECONOMIC COMMITMENTS

The **PARTIES** agree that this MOU 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 for the fulfillment of the commitments acquired through this MOU, they will be established through Specific Agreements, in which the funds available to each of the **PARTIES** will be indicated.

FOURTH: 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 Agreements 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**.

FIFTH: SPECIFIC AGREEMENTS

The terms, scopes, 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.

SIXTH: REPRESENTATIVES COMMISSION

For the purposes of executing and monitoring this **MOU**, 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 an equal number of representatives of each Party and must annually 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 **USI**:

Attention:

Center for International Programs

Address: University of Southern Indiana

8600 University Boulevard

Evansville, IN, USA

E-mail: intlprog@usi.edu; ezlatkovsk@usi.edu

Phone: 812-465-1248

If to **UTP**:

Attention:

International Affairs Office

Universidad Tecnológica de Panamá Ave. Vía

Puente Centenario,

Dirección de Relaciones Internacionales

Avenida Universidad Tecnológica,

Campus Metropolitano Dr. Víctor Levi Sasso,

Edificio de Postgrado, planta baja.

E-mail: relaciones.internacionales@utp.ac.pa

Teléfonos: (507) 560-3201 / 560-3327

SEVENTH: 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, unless required by law or court order.

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.

EIGHTH: 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 **USI**. 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**.

NINETH: 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**.

TENTH: 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 purposes or of any other nature. The use of names, emblems or seals will be regulated jointly in accordance with the identity and institutional image manuals of each of the **PARTIES**.

ELEVENTH: PROTECTION OF PERSONAL DATA

The **PARTIES** undertake to treat with strict confidentiality any personal data and information to which they have access due to the execution of this **MOU**, as well as to observe all the legal provisions contained in the applicable regulations on Protection of Personal Data of each country.

Personal data will be kept while the relationship stipulated in this **MOU** is in force, being processed only by the **PARTIES** and those third parties to whom they are legally or contractually obliged to communicate them. Once this **MOU** has ended, the data will be kept for the sole purpose of complying with the required legal obligations and for the formulation, exercise or defense of claims, during the statute of limitations for actions derived from this **MOU**.

TWELFTH: 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.

THIRTEENTH: 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.

FOURTEENTH: 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 understanding, 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.

USI:

Name: **Dr. Ronald Rochon**

Title: President

Date: 21/10/2021

UTP:

Name: **Eng. Héctor M. Montemayor Á.**

Title: President

Date: 21/10/2021