

**STUDENTS EXCHANGE SPECIFIC AGREEMENT  
DRI-007-2021**

**Under the MEMORANDUM OF UNDERSTANDING**

**BETWEEN  
MEMORIAL UNIVERSITY OF NEWFOUNDLAND  
NEWFOUNDLAND AND LABRADOR, CANADÁ  
AND  
UNIVERSIDAD TECNOLÓGICA DE PANAMÁ  
PANAMÁ, REPÚBLICA DE PANAMÁ**

**PREAMBLE**

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 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-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**, hereby agree upon the following terms and conditions as set forth in this Student Exchange Specific Agreement.

**DEFINITIONS**

For the purposes of this Specific Agreement, the following definitions shall apply:

- **"Exchange Student"** at **MUN** means a Visiting Student who is registered for academic courses at the Host Institution and who is approved to pay specific fees to the Home Institution and have these fees waived at the Host Institution.
- **"Foreign exchange student at the UTP"**, refers to the academic exchange student who comes from a university in another country (**MUN**) to the **UTP** for one or two semesters, to

take courses or to carry out a project to end career in a Faculty or Research Center. The student will be exempt from the tuition payment and associated costs in the **UTP**.

- **"Home Institution"** means the sending institution from which Visiting Students are coming as well as the institution from which those students intend to graduate.
- **"Host Institution"** means the receiving institution to which Visiting Students are applying for admission under this Specific Agreement.
- **"Semester"** at **MUN** means a period of approximately fourteen consecutive weeks during which there are at least twelve weeks of lecture. Normally the Fall Semester commences in early September, the Winter Semester in early January and the Spring Semester in early May.
- **"Academic semester"** in the **UTP** it refers to a period of approximately twenty consecutive weeks that goes from March to July in the first semester and August to December in the second semester, the approximate start and end dates of the periods Academics will be informed annually or by prior consultation.
- **"Visiting Student"** for the purposes of this Specific Agreement, means a student who is registered in good standing in an academic program at another recognized institution who is seeking admission to the Host Institution for an agreed upon number of Semesters, or parts thereof, for the purposes of completing courses for transfer back to their Home Institution or to conduct research under the supervision of a faculty member.

## PURPOSE

1. The purpose of this Specific Agreement is to promote scholarly exchange and international understanding by stimulating and supporting academic and intercultural activities between students from **MUN** and **UTP**.

## Coordination

2. Facilitation of Exchange Specific Agreement activities will be the responsibility of:
  - Internationalization Office, **MUN** and
  - International Relations Office, **UTP**
3. Initial coordinators will be
  - Dr. Sonja Knutson, Director Internationalization Office at **MUN**
  - Aris Castillo, International Affairs Office Director at **UTP**

## Exchange Students



4. Undergraduate and graduate student exchanges may be considered on a Semester basis for up to one academic year (at **MUN**, September 1 to August 31; in the **UTP** will be given from March to July in the first semester and August to December in the second semester), although special consideration can be made in the case of graduate students to extend the period of exchange if necessary.

The following conditions apply to all Exchange Students:

- a. Exchange Students shall meet all application, admission, and registration requirements of the Host Institution, including those related to proof of English proficiency satisfactory to the Host Institution or other language of instruction at the Host Institution, and provision of official transcripts or other required documents. The Host Institution retains the right to accept or reject a student.
- b. All Exchange Students will register at their Home Institution and pay those tuition and other fees required by the Home Institution. Tuition, application, student ancillary fees (except medical insurance fees) are waived at the Host Institution for each Exchange Student.
- c. Unless otherwise agreed in writing between the institutions, Exchange Students are responsible for all other arrangements and costs, including but not limited to those associated with travel, accommodations, meals, immigration/visa requirements, medical insurance, mandatory fees, and incidental costs.
- d. Those coming to **MUN** will be automatically enrolled in the mandatory foreign health insurance plan upon course registration. Non-Canadian health or medical insurance coverage will not be accepted as an alternate insurance by **MUN**. Students may not opt out of the mandatory foreign health plans.
- e. Approval for admission as an Exchange Student under this Specific Agreement, determination of course loads, and selection of courses will be determined by mutual consent of the exchange coordinators and is subject to the approval of the associated academic units at the Host Institution.
- f. The full range of services normally available to fee-paying international students will be provided by both institutions to the Exchange Students. These include academic advising, assistance (other than financial) in finding local living accommodations and access to academic and recreational facilities.
- g. Each institution reserves the right to limit the number of Exchange Students accepted in any given year.

5. While each institution shall try to exchange the same number of students in a given year, it will not be mandatory. If/when either institution does not designate any qualified students it will not affect the sending of the other institution's students, since both institutions agree to operate the exchange on the basis of overall reciprocity. Nevertheless, either institution may, for operational purposes, limit the number of students accepted in a given year.
6. All Exchange Students shall be subject to the academic and code of behaviour regulations of the Host Institution. All Exchange Students shall, within reasonable limits, attempt to represent their Home Institution and country in the host community to the best of their ability.
7. If a student is not permitted to continue at the Host Institution in accordance with the regulations referenced in number 6 above or due to other exceptional circumstances, the Host Institution will notify the student's Home Institution and ask said student to return to his/her Home Institution. All costs associated with an early departure under these circumstances will be the responsibility of the student.

#### Visiting Research Students

8. Both institutions will facilitate short-term visits for students interested in carrying out research by admitting visiting research students.
9. Students at either the graduate or undergraduate level, registered at the partner institution, may enrol as a visiting research student at **MUN**, subject to the approval of the head of the associated academic unit and provided a **MUN** faculty member is willing and able to supervise that student. Students at the graduate level must register for the specified graduate student program in accordance with the policy and regulations governing visiting research students at the School of Graduate Studies. Students must pay health insurance fees but are exempt from paying graduate tuition fees and other related student fees if they are not required for other courses. Students at the undergraduate level should contact the coordinator of this Specific Agreement.
10. Students at the graduate or undergraduate level, registered at **MUN**, may register as visiting research students at **UTP**, subject to the approval of the head of the associated academic unit and provided that a member of the **UTP** faculty is willing and able to supervise that student. Students at the graduate level must enroll in the specified graduate student program in accordance with the policy and regulations governing visiting research students at the Graduate School of Studies. Students must pay health insurance fees, but are exempt from paying graduate tuition fees and other student related fees if they are not required for other courses. Undergraduate students should contact the agreement coordinator.



## 11. Intellectual Property

- a. Any intellectual property arising out of the work done by the Visiting Student while at the Host Institution shall belong to the Visiting Student and the Home Institution in accordance with any relationship the Visiting Student and the Home Institution have in place. The Host Institution shall not permit any Visiting Student to participate in any research at the Host Institution that is the subject of any third Party contract without first obtaining the written consent of the Home Institution.
- b. Where a Visiting Student creates, develops or conceives of intellectual property jointly with any person employed by the Host Institution, the Host Institution and the Visiting Student (subject to the oversight of the Home Institution) shall each grant to the other a royalty-free, perpetual, non-exclusive right to use such intellectual property for educational, academic and research purposes.

### Other Students, including Visiting Students

12. A student wishing to undertake study (undergraduate or graduate) at the Host Institution as a visiting or transfer student will be subject to all of the Host Institution's regulations and policies including, but not limited to, those governing admission, registration, recognition and transfer of credit, housing, and fees. Such students will be required to pay all required fees, including application, tuition, incidental, recreation, travel, housing, and others and will arrange all necessary visas and required medical insurances. The Host Institution will attempt to accommodate such students in on-campus housing; however, this is not guaranteed.

## GENERAL

13. In respect of recorded information about an identifiable individual that each institution may collect or compile or use as a result of this Specific Agreement ("personal information"), each institution shall have in place reasonable measures to:
  - ensure the security of the personal information;
  - ensure the personal information is used only for the purpose of fulfilling this Specific Agreement;
  - ensure the personal information is disclosed only if authorized by law or for the purpose of fulfilling this Specific Agreement;
  - make available to the other institution such information to evidence that it is complying with its obligations pertaining to personal information;
  - promptly notify the other institution of a breach of the aforementioned measures.

14. The **UTP** acknowledges that **MUN** is subject to the requirements of the *Newfoundland and Labrador Access to Information and Protection of Privacy Act, 2015, SNL 2015 Chapter A-1.2.*, as amended from time to time, and agrees to provide all necessary assistance as may be reasonably requested by **MUN** to enable **MUN** to comply with its obligations under that Act, if applicable.

In the case of the **UTP**, the provisions contained in Law No. 81 of March 26, 2019, on the Protection of Personal Data.

15. Notwithstanding the provisions of this Specific Agreement, nothing shall prevent either Party from producing documents or disclosing information that the law requires law to be produced or disclosed.
16. Permission is given to the **UTP** to use the official marks of Memorial University of Newfoundland, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the exchange program between the institutions; provided, however, the partner institution shall comply with **MUN**'s guidelines with respect to such use as set out at <http://www.mun.ca/marcomm/brand/standards/logos/memorialslogo.php>
17. 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>
18. Neither Party will be responsible or liable or be deemed to be in default or in breach of this Specific Agreement for its delay, failure or inability to meet any of its obligations under this Specific Agreement caused by or arising from any cause which is unavoidable or beyond the reasonable control of such Party, including war, warlike operations, riot, insurrection, orders from government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Specific Agreement.
19. All notices, requests or other communications ("Notices") required or permitted to be delivered pursuant to this Specific Agreement shall be in writing and shall be delivered to the institutions respectively as follows:

If to **MUN**:

Dr. Sonja Knutson, Director

Internationalization Office, Memorial University of Newfoundland  
57 Allandale Road



Corte Real Building, Burton's Pond, Room 2001  
St. John's, NL CANADA A1B 3S7  
Phone 709 864 3288  
Fax 709 864 4330

If to **UTP**:

Eng. Aris Castillo, Director

International Affairs Office, Universidad Tecnológica de Panamá

Universidad Tecnológica Ave., Campus Metropolitano Dr. Víctor Levi Sasso, Edificio de Postgrado, planta baja, Panamá City.

E-mail: [relaciones.internacionales@utp.ac.pa](mailto:relaciones.internacionales@utp.ac.pa)

Phone number: (507) 560-3201 / 560-3327

In order for any such Notice to be effective, it will be delivered by e-mail addressed to the Party for whom the Notices are intended at the above-mentioned address and will be deemed to have been received on the date of delivery, if delivered by courier, and on the next business day following the electronic confirmation of the successful transmission of the facsimile, if sent by facsimile. The address of a Party may be changed by notice in the manner set out in this section.

20. The **PARTIES** will use their best good faith efforts to resolve any dispute arising with respect to this Specific Agreement. The **PARTIES** may by mutual consent agree to hold meetings or take any other steps including the appointment of a mediator in an attempt to resolve the dispute. In the event of a dispute that cannot be resolved through negotiation or mediation, or in the event that one Party does not wish to mediate such a dispute, then this Specific Agreement will be immediately terminated without prejudice to any student who is currently registered at the other institution. Any student who is then registered at the other institution will be allowed to complete their semester at the Host Institution, but no further Exchange Students will be permitted to go the Host Institution under this Specific Agreement.
21. Each Party shall defend, indemnify and hold harmless the other Party, its board members, officers, employees, agents and students from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the other Party's acts or omissions under this Specific Agreement for which the indemnifying Party would be liable in law or equity.
22. Clauses 13 and 21 survive the expiration or termination of this Specific Agreement.
23. Neither Party shall assume any financial obligations under this Specific Agreement except as specifically provided for. This Specific Agreement does not create an obligation for either Party to provide resources necessary to carry out any part of this

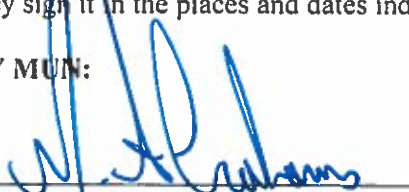


Specific Agreement except as approved of by the Party responsible for providing those resources.

24. No amendment or modification to this Specific Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both **PARTIES**.
25. This Specific Agreement is effective for a period of five (5) years from the date this Specific Agreement is signed by both **PARTIES**. This Specific Agreement may be terminated by either Party for convenience on the provision of sixty (60) days' calendar notice to the other Party. The expiration or termination of this Specific Agreement shall not interrupt activities that are already ongoing at its expiry or termination, including exchanges in progress or the exchange of students that had already been selected for exchanges before the expiration or termination of this Specific Agreement.

Having read this Specific Agreement and knowing the two (2) parts of its content and scope, they sign it in the places and dates indicated under their signature.

BY MUN:

  
**Dr. Mark Abrahams**  
Provost and Vice-President (Academic) *pro tempore*  
Date: July 21, 2021

BY UTP:

**Héctor M. Montemayor Á.**  
President  
Date: 21/07/2021

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