

**AGREEMENT FOR ACADEMIC COOPERATION AND EXCHANGE  
DRI-002-2022**

between

**UNIVERSIDAD TECNOLÓGICA DE PANAMÁ**

Panama City

represented by its President and legal representative,

Prof. Eng. Héctor M. Montemayor Á.

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"*.

**School of Civil Engineering**

hereinafter referred to as

**- "UTP" -**

and

**Bauhaus-Universität Weimar**

Geschwister-Scholl-Str. 8, 99423 Weimar, Germany

represented by its Acting President, Prof. Dr. Jutta Emes

**Faculty of Civil Engineering**

represented by its Dean, Prof. Dr. Uwe Plank-Wiedenbeck

hereinafter referred to as

**- "BUW"-**

**- both hereinafter referred to as the Partners**

The Partners hereby agree upon the following terms of cooperation:

## 1. OBJECTIVE

The **BUW** and the **UTP** share the common interests of broadening the scope of the academic curriculum available in their programmes, providing opportunities for unique learning experiences for their students in an international environment, and promoting cooperation between their institutions.

To further these mutual interests and in support of collaborative projects and collaborative teaching and research activities, the objective of this Agreement is to enable the exchange of undergraduate (Bachelor) and graduate (Master) students, as well as academic and non-academic personnel between the Partners.

## 2. STUDENT EXCHANGE

The exchange of students shall be organized as follows:

### 2.1 NUMBER AND DURATION OF EXCHANGES

(1) Each Partner agrees to accept a maximum of two (2) incoming exchanges per academic year, where an “exchange” is defined as one student studying for one semester at the host institution. For the purposes of reciprocity, one student studying for two semesters is equivalent to two students studying for one semester each.

(2) The duration of stay for each participating student may be either one (1) or two (2) semesters/terms. The academic schedules of the Partners are detailed in Appendix 1 of this Agreement.

NOTE: Depending upon the academic schedules of the two institutions, exchanges may only be possible in certain semesters/terms because of semester/term overlap.

(3) The number of exchanges can be increased by mutual agreement and if capacities permit.

(4) Both Partners commit themselves to the goal of maintaining parity in the number of exchanges.

### 2.2 SUBJECT AREA | LANGUAGE OF INSTRUCTION | PROGRAMME CAPACITIES

The following tables:

- i. identify the study programmes at the host institutions that are available for study by exchange students,
- ii. identify the language of instruction for these study programmes and the minimum language proficiency level recommended for study at the host institution, and
- iii. define the maximum number of exchange students which may be admitted to each faculty and study program per semester/term, based on teaching capacities.

(1) At the Bauhaus-Universität Weimar:

#### **BUW Faculty of Civil Engineering**

2
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Maximum total number of incoming exchanges  
per semester/term



to the BUW Faculty of Civil Engineering

Study Programme	Level of Study	Language of Instruction / Proficiency <sup>1</sup> Recommendation	Maximum Number of Students from UTP to BUW per Semester/Term
Bauingenieurwesen / Civil Engineering	Undergraduate (B.Sc.) Graduate (M.Sc.)	German / B1	2
Umweltingenieurwissenschaften / Environmental Engineering	Graduate (M.Sc.)	German / B1	2
Management	Undergraduate (B.Sc.) Graduate (M.Sc.)	German / B1	2
Civil Engineering <sup>2</sup>	Undergraduate (B.Sc.) Graduate (M.Sc.)	English / B2 German / A2	2
Environmental Engineering Sciences <sup>2</sup>	Graduate (M.Sc.)	English / B2 German / A2	2
Management <sup>2</sup>	Undergraduate (B.Sc.) Graduate (M.Sc.)	English / B2 German / A2	2

<sup>1</sup> Language proficiency level recommendations for the Bauhaus-Universität Weimar conform to the Common European Framework of Reference for Languages (CEFR) developed by the Council of Europe ([www.coe.int/lang-CEFR](http://www.coe.int/lang-CEFR)). Please refer to Appendix 2 of this Agreement for descriptions of the CEFR language proficiency levels.

<sup>2</sup> The Faculty of Civil Engineering at the Bauhaus-Universität Weimar offers a minimum of 30 credits per semester (equivalent to full-time study) of English-language courses in each of these programmes. Beginner-level German language proficiency is recommended to ease daily life in Germany.

(2) At the UTP:

**UTP School of Civil Engineering:**

<input type="text" value="2"/>	Maximum total number of incoming exchanges <u>per semester/term</u> to <b>UTP School of Civil Engineering</b>
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Study Programme	Level of Study	Language of Instruction / Proficiency Recommendation	Maximum Number of Students from BUW to UTP per Semester/Term
BSc in Civil Engineering/ Automated Drawing Technology / Construction Technology /BSc in Environmental Engineering	Undergraduate (Bachelor)	English	2
Construction Management /Urban and Regional Development / Structural Engineering / Environmental Engineering	Graduate (Master)	English	2





### 2.3 ADMISSION CRITERIA AND PROCEDURE

(1) Participants must fulfil the requirements of the study program and be registered as full-time students enrolled in degree-seeking programmes at their respective home universities in the faculties specified in section 2.2.

(2) The host institution is responsible for informing the home institution of their application procedure.

(3) The home institution is responsible for selecting and nominating students to participate in the student exchange. The host institution informs the home institution as to whether or not candidates have been accepted. If applicable, this is confirmed by means of acceptance documents.

(4) Specifications regarding deadlines, documents, and additional information necessary to implement the exchange of students agreed upon here are to be provided in a Fact Sheet. This Fact Sheet will be updated regularly by each institution, generally once per year, and sent to the partner automatically.

NOTE: The academic schedules of the Partners are detailed in Appendix 1 of this Agreement.

### 2.4 TUITION AND FEES

(1) Exchange students will pay tuition and fees to their home institution and receive tuition waivers from the host institution. They will not be charged admission fees.

(2) Exchange students incoming to the **BUW** pay the "Semester Charge" (in German: *Semesterbeitrag*) (approximately 200€ per semester as of 2021).

NOTE: The semester charge is not a university fee, but a charge collected by the **BUW** on behalf of the Thuringian chapter of the state-run non-profit organization for student affairs (in German: *Studierendenwerk Thüringen*). The semester charge covers the provision of a student ID, a transport pass allowing students free travel in regional trains and select public transit systems within Thuringia, the use of the sports complex, access to meals and housing discounts, and other social and cultural services. The charge must be paid upon enrolment.

### 2.5 RECOGNITION OF ACADEMIC PERFORMANCE

(1) An academic transcript will be provided to the home institution upon completion of the students' period of study at the host institution within a reasonable period of time.

(2) The home institution will be responsible for the conversion of grades and credits earned by the exchange students at the host institution in accordance with the home institution's grading system. Recognition of course credits shall be carried out in favour of the students.

(3) Reassessment of study performances is impermissible.

(4) Academic and/or attendance problems during the exchange will be dealt with by the host institution.

NOTE: It is recommended that students from the **BUW** have a Learning Agreement signed by the International Counsellor at their home faculty and by the responsible contact person at the **UTP** prior to their studies abroad.



## 2.6 EXPENSES

(1) Exchange students will be responsible for all expenses that result from the exchange, including travel expenses, study materials, and room and board.

(2) The host institution will not be responsible for providing financial support to exchange students.

## 2.7 COORDINATION OF TRAVEL AND EXCHANGE

(1) Exchange students will be responsible for the organization of their exchange and travels, including obtaining any necessary visas or other documents.

(2) Each Partner will endeavour to support students in preparing for their exchange and during their stay.

## 2.8 ACCOMMODATION

Throughout the duration of the programme, both Partners will support exchange students in finding either dormitory or residence accommodation at the price normally charged to full-time students, or other suitable housing in the private market, for which students will pay the landlord directly.

NOTE: The **BUW** does not provide dormitory or residence accommodation. Instead, these services are provided by the Thuringian chapter of the state-run non-profit organization for student affairs (in German: *Studierendenwerk Thüringen*).

## 2.9 HEALTH INSURANCE

Each exchange student will be responsible for purchasing health insurance coverage in accordance with national legislation and the regulations of the host institution. Exchange students incoming to the **BUW** will be responsible for purchasing health insurance coverage in accordance with the federal laws of Germany.

NOTE: It is recommended that exchange students incoming to the BUW purchase travel health insurance for the duration of travel to Germany and German public health insurance for the duration of the stay in Germany.

## 2.10 STATUS AND STUDENT SERVICES

(1) In addition to enrolling at the home institution, students participating in the student exchange will enrol at the host institution during their studies abroad.

(2) Exchange students will have the same rights and privileges as students at the host institution and will be subject to the same rules and regulations, including disciplinary proceedings, as students at the host institution during their stay.

NOTE: At the **BUW**, each faculty has an "International Counsellor" who advises international students in academic matters. At the beginning of each semester, the International Office organizes "Welcome events" for international students. Further information for exchange students is available on the following website: <https://www.uni-weimar.de/en/university/international/to-weimar/exchange-students/>



NOTE: At the **UTP**, international students will be advised by the International Affairs Office where they will be guided on the various programs, courses and tourist places to which they can enroll during their stay in Panama.

### 3. EXCHANGE OF ACADEMIC AND NON-ACADEMIC PERSONNEL

(1) Both Partners will encourage the exchange of academic and non-academic personnel for participation in collaborative activities, including seminars, workshops, exhibitions, meetings, and short-term special courses in areas of common interest.

(2) The approval of both Partners will be required for all exchanges.

(3) Exchange of personnel may take place on a one-for-one basis for either one (1) semester or one (1) academic year or portion thereof, determined by the nature of the exchange.

(4) Teaching loads for academic personnel will be determined by the host institution.

(5) Visiting personnel will be paid by their home institution and will be financially responsible for all living expenses in the host country (including food, transportation, medical insurance, art supplies, etc.) unless other arrangements have been agreed upon in writing.

(6) The host institution will assist visiting personnel in securing housing and will offer work space.

(7) Exchange personnel will be responsible for obtaining any necessary visas, and will comply with the residence acts and regulations of their host country. The host institution will assist in these efforts, but will not take any responsibility for the granting of visas, work or residence permits, or approvals.

(8) Social Security coverage will be ensured prior to the exchange under the statutory provisions of the home and host institutions in cooperation with the exchange personnel.

### 4. RESEARCH AND ARTISTIC PROJECTS

The Partners will cooperate in the development of joint teaching, research, and artistic projects in disciplines and fields of mutual interest. The content and regulation of these projects may be agreed in writing in specific separate agreements.

### 5. SUMMER SCHOOLS

Information about summer schools will be exchanged.

### 6. PROGRAMME AND INSTITUTIONAL COORDINATORS

(1) For the purposes of the execution and implementation of this Agreement, both parties agree to designate their respective coordinators in accordance with their institutional mechanisms.

(2) Any change of contact person(s) or information will be communicated in a timely manner.





NOTE: Contact information for the respective coordinators is provided in Appendix 3 to this Agreement.

## 7. COMPLIANCE WITH LEGISLATION

The Partners will mutually assist one another to ensure that the activities within this Agreement comply with the respective applicable laws.

## 8. PROTECTION OF PERSONAL DATA

(1) The Partners agree not to divulge or expose an exchange student's or staff personal information obtained through the performance of the Agreement to any third party except where the prior written consent of the exchange student is obtained, or applicable laws allow or compel the disclosure of the relevant information, or it is necessary for the well-being or safety of any person. This provision shall survive after the termination of this agreement.

(2) For the purposes of this Agreement, the Partners agree to share information with each other with respect to an exchange student's participation in the program.

(3) Each Partner is responsible for obtaining the exchange student consents necessary to be able to meet the requirements of this Agreement.

(4) It is acknowledged that the **BUW** is subject to the regulations of the European Union's General Data Protection Regulation (GDPR - <https://gdpr-info.eu/>).

(5) In the case of the UTP, the provisions contained in Law 81 of March 26, 2019, on the Protection of Personal Data and the applicable provisions of Law 6 of 2002, which dictates regulations for Transparency in Public Management, establishes the Habeas Data Action and dictates other provisions.

## 9. CONFIDENTIALITY

(1) 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.

(2) 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.

(3) 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.

(4) 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 this last case, the other Party must be notified as soon as the relevant actions or remedies are initiated.



#### 10. INTELLECTUAL PROPERTY

(1) The Parties agree that this Agreement does not grant any license or any type of right regarding the intellectual property of **UTP** or **BUW**. Each of the Parties retains its intellectual property rights, either over an asset existing prior to this Agreement or over any asset that either one generates, independently, as a result of the implementation of this Agreement.

#### 11. TRANSFER OF RESULTS OF TECHNOLOGIES OR KNOWLEDGE

(1) 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.

(2) 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. Specific language regarding intellectual property rights will be addressed, as required, in subsequent agreements arising from this agreement.

#### 12. DISPUTE RESOLUTION

(1) In the event of any difference, dispute, or question arising from this Agreement, the responsible persons from each institution will endeavor to settle such matters amicably between themselves.

(2) Should a third party bring any litigation or other claim related to this Agreement against the **BUW**, the **UTP** or their respective employees, faculty, or students, the Partners shall use reasonable efforts to assist one another in the defence of such litigation or claims.

#### 13. USE OF NAME

(1) Neither institution will use the name, logos, trademarks or other marks of the Partner without prior written approval.

#### 14. DURATION AND MODIFICATION

(1) The Agreement, will be effective from the date of the last signature of the legal representatives or persons authorized by the Parties, established at the bottom of this document and continuing thereafter for five (5) years, will be reviewed in a timely manner before it expires and may be renewed in writing by the mutual agreement of both Partners.

(2) This Agreement may be extended or modified with the prior agreement of both parties. No amendment to this Agreement shall be valid unless such amendment is explicitly made in writing jointly by the institutions through their authorized representatives.

(3) Updates to the appendices do not require signed authorization.





## 15. TERMINATION

- (1) Either institution may terminate the Agreement by providing six (6) months' notice to the other in writing.
- (2) In the interests of minimizing disruption, care must be taken to allow activities that have already begun to be concluded in an orderly manner within a reasonable agreement of time.

## 13. GENERAL TERMS

- (1) The present Agreement is the entire understanding between the Partners and supersedes all prior Agreements between the Parties with respect to the subject matter hereof.
- (2) This document has been printed on two (2) identical copies.

## 16. EXECUTION

In witness of the terms of the Agreement, and intending to be legally bound, signatures of the following authorized representatives of the parties are affixed:

for and on behalf of the  
**Bauhaus-Universität Weimar**

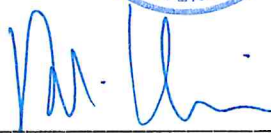
  
\_\_\_\_\_  
Prof. Dr. Jutta Emes  
Acting President

27/04/2022  
\_\_\_\_\_  
Date

Weimar  
\_\_\_\_\_  
Place

Stamp:



  
\_\_\_\_\_  
Prof. Dr. Uwe Plank-Wiedenbeck  
Dean, Faculty of Civil Engineering  
Academic Programme Coordinator

for and on behalf of  
**Universidad Tecnológica de Panamá**

  
\_\_\_\_\_  
Prof. Eng. Héctor M. Montemayor Á.  
President

30/03/2022  
\_\_\_\_\_  
Date

Panama City  
\_\_\_\_\_  
Place

Stamp:



  
\_\_\_\_\_  
Prof. Ing. Angelino Harris  
Dean, Faculty of Civil Engineering

**Appendix 1**  
to the  
**Agreement for Academic Cooperation and Exchange**  
between

**Universidad Tecnológica de Panamá**  
**School of Civil Engineering**  
and  
**Bauhaus-Universität Weimar**  
**Faculty of Civil Engineering**

**ACADEMIC SCHEDULES**

Academic schedule at the BUW:

Summer Semester:	01. April until 30. September  <b>APPLICATION DEADLINE: November 1<sup>st</sup>!</b> PREPARATORY LANGUAGE COURSES: March INTRODUCTION/WELCOME SESSIONS: March LECTURES: April – July EXAMS: July
Winter Semester:	01. October until 31. March  <b>APPLICATION DEADLINE: June 1<sup>st</sup>!</b> PREPARATORY LANGUAGE COURSES: September INTRODUCTION/WELCOME SESSIONS: September LECTURES: October – February EXAMS: February

Academic schedule at the UTP:

FIRST SEMESTER	MARCH 22 to JULY 17 <b>APPLICATION DEADLINE: January 15<sup>th</sup>!</b> LECTURES: March – July EXAMS: July
SECOND SEMESTER	AUGUST 16 <sup>TH</sup> TO DECEMBER 14 <sup>TH</sup> <b>APPLICATION DEADLINE: June 1<sup>st</sup>!</b> LECTURES: August – December EXAMS: December
SUMMER SEMESTER	JANUARY 5 <sup>th</sup> to MARCH 5 <sup>th</sup> <b>APPLICATION DEADLINE: November 1<sup>st</sup>!</b> LECTURES: January – March EXAMS: March

**Appendix 2**  
to the  
**Agreement for Academic Cooperation and Exchange**  
between

**Universidad Tecnológica de Panamá**  
School of Civil Engineering  
and  
**Bauhaus-Universität Weimar**  
Faculty of Civil Engineering

**LANGUAGE PROFICIENCY LEVELS**

Global scale - Table 1 (CEFR 3.3): Common Reference levels

<https://www.coe.int/en/web/common-european-framework-reference-languages/table-1-cefr-3.3-common-reference-levels-global-scale>

<b>PROFICIENT USER</b>	C2	Can understand with ease virtually everything heard or read. Can summarise information from different spoken and written sources, reconstructing arguments and accounts in a coherent presentation. Can express him/herself spontaneously, very fluently and precisely, differentiating finer shades of meaning even in more complex situations.
	C1	Can understand a wide range of demanding, longer texts, and recognise implicit meaning. Can express him/herself fluently and spontaneously without much obvious searching for expressions. Can use language flexibly and effectively for social, academic and professional purposes. Can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices.
<b>INDEPENDENT USER</b>	B2	Can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in his/her field of specialisation. Can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party. Can produce clear, detailed text on a wide range of subjects and explain a viewpoint on a topical issue giving the advantages and disadvantages of various options.
	B1	Can understand the main points of clear standard input on familiar matters regularly encountered in work, school, leisure, etc. Can deal with most situations likely to arise whilst travelling in an area where the language is spoken. Can produce simple connected text on topics which are familiar or of personal interest. Can describe experiences and events, dreams, hopes & ambitions and briefly give reasons and explanations for opinions and plans.
<b>BASIC USER</b>	A2	Can understand sentences and frequently used expressions related to areas of most immediate relevance (e.g. very basic personal and family information, shopping, local geography, employment). Can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar and routine matters. Can describe in simple terms aspects of his/her background, immediate environment and matters in areas of immediate need.
	A1	Can understand and use familiar everyday expressions and very basic phrases aimed at the satisfaction of needs of a concrete type. Can introduce him/herself and others and can ask and answer questions about personal details such as where he/she lives, people he/she knows and things he/she has. Can interact in a simple way provided the other person talks slowly and clearly and is prepared to help.



**Appendix 3**  
to the  
**Agreement for Academic Cooperation and Exchange**  
between

**Universidad Tecnológica de Panamá**  
**School of Civil Engineering**  
and  
**Bauhaus-Universität Weimar**  
**Faculty of Civil Engineering**

**CONTACT INFORMATION**

**Contact Information for UTP**

(1) Academic Programme Coordinator   UTP	
Name	
Position	
Faculty	
Address	
Telephone   Fax	
Email	
Homepage	
(2) Student Exchange Coordinator   UTP	
Name	
Position	
Department	International Affairs Office
Address	Avenida Universidad Tecnológica de Panamá (Vía Puente Centenario), Campus Metropolitano Dr. Víctor Levi Sasso, Edificio de Postgrado, planta baja, Panamá, ciudad de Panamá.
Telephone   Fax	(+507)560-3201
Email	<a href="mailto:relaciones.internacionales@utp.ac.pa">relaciones.internacionales@utp.ac.pa</a>
Homepage	<a href="http://mobility.utp.ac.pa/es/inicio-2/">http://mobility.utp.ac.pa/es/inicio-2/</a>
(3) Contract Negotiation Coordinator   UTP	
Name	Aris Castillo
Position	Director
Department	International Affairs Office
Address	Avenida Universidad Tecnológica de Panamá (Vía Puente Centenario), Campus Metropolitano Dr. Víctor Levi Sasso, Edificio de Postgrado, planta baja, Panamá, ciudad de Panamá.

Telephone   Fax	(+507) 560-3327
Email	<a href="mailto:aris.castillo@utp.ac.pa">aris.castillo@utp.ac.pa</a>
Homepage	<a href="http://mobility.utp.ac.pa/es/inicio-2/">http://mobility.utp.ac.pa/es/inicio-2/</a>

#### Contact Information for the Bauhaus-Universität Weimar

(1) Academic Programme Coordinator   BUW	
Name	Prof. Dr. Uwe Plank-Wiedenbeck
Position	Chair of Transport System Planning
Faculty	Civil Engineering
Address	Marienstrasse 13 D, 99423 Weimar, Germany
Telephone   Fax	+49 3643 584472   +49 3643 584475
Email	<a href="mailto:uwe.plank-wiedenbeck@uni-weimar.de">uwe.plank-wiedenbeck@uni-weimar.de</a>
Homepage	<a href="https://www.uni-weimar.de/en/civil-engineering/chairs/transport-system-planning/">https://www.uni-weimar.de/en/civil-engineering/chairs/transport-system-planning/</a>
(2) Student Exchange Coordinator   BUW	
Name	Ms. Evelyn Beyer
Function	Institutional Officer for Exchange Programmes
Department	International Office
Address	Geschwister-Scholl-Strasse 15, 99423 Weimar, Germany
Telephone   Fax	+49-3643-582362   +49-3643-582375
E-mail	<a href="mailto:outgoing@uni-weimar.de">outgoing@uni-weimar.de</a>   <a href="mailto:incoming@uni-weimar.de">incoming@uni-weimar.de</a>
Homepage	<a href="https://www.uni-weimar.de/en/university/international/to-weimar/">https://www.uni-weimar.de/en/university/international/to-weimar/</a>
(3) Contract Negotiation Coordinator   BUW	
Name	Mr. Aryn Machell
Position	Officer for International Partnerships
Department	International Office
Address	Geschwister-Scholl-Strasse 15, 99423 Weimar, Germany
Telephone   Fax	+49-3643-582374   +49-3643-582375
Email	<a href="mailto:agreements@uni-weimar.de">agreements@uni-weimar.de</a>
Homepage	<a href="https://www.uni-weimar.de/international/">https://www.uni-weimar.de/international/</a>

NOTE: Contact information for the International Counsellors at the BUW (Faculty Level) is available on the following webpage: [www.uni-weimar.de/international-counsellor](http://www.uni-weimar.de/international-counsellor)