

MEMORANDUM OF UNDERSTANDING
DRI-072-2022
BETWEEN THE
UNIVERSIDAD TECNOLÓGICA DE PANAMÁ
PANAMÁ, REPUBLIC OF PANAMÁ
AND
TEXAS STATE UNIVERSITY
UNITED STATES

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, Avenida 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 President 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 to as the **UTP**, and from the other part the **TEXAS STATE UNIVERSITY**, with the address of 601 University Drive, San Marcos, TX 78666, United States, established in 1911 by the Texas Legislature to consolidate the support and management of teacher colleges in Texas and accredited by the Southern Association of Colleges and Schools (SACS), represented in this act by Dr. **DENISE M. TRAUTH**, in her position as President and Legal Representative, hereafter referred to as **Texas State**, 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:

Academic and scientific cooperation has great advantages for the development of both entities.

UTP's mission is provide qualified, entrepreneurial, and innovative human capital to 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.

Texas State's mission as a doctoral-granting, student-centered institution dedicated to excellence and innovation in teaching, research, including creative expression, and service, is to strive to

create new knowledge, to embrace a diversity of people and ideas, to foster cultural and economic development, and to prepare its graduates to participate fully and freely as citizens of Texas, the nation, and the world.

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 discussion and the exchange of experience in all areas of mutual benefit to both institutions, develop teaching and research activities, encourage student mobility and faculty exchange, and promote the academic, scientific, and cultural cooperation between **UTP** and **Texas State**.

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, newsletters, etc.
4. Joint projects related to research, teaching, technological transfer and faculty development.
5. Funding opportunities for full-degree fee paying undergraduate/graduate study.
6. Others of mutually agreed interest.

THIRD: ECONOMIC COMMITMENTS

The **PARTIES** agree that this MOU reflects the commitment of each party to collaborate as expressed, and it is not intended to be of a legally binding nature. As a result of this framework, neither party will incur any financial obligations resulting from the actions of the other party without a separate prior agreement, in writing, to accept specific financial obligations. Any additional agreement pertaining to financial matters will be negotiated separately and will be based upon the availability of funds for each party.

They agree that, if financial resources are required for the fulfillment of the commitments acquired through this MOU, they will be established through separate Specific Agreements, which will make financial costs and obligations explicit. Each Party will commit, to the extent allowed by law in their respective countries, the necessary resources of their institutions pledged under specific terms of Specific Agreements.

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 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 separate agreement drawn up jointly and signed by authorized signatories of each Party.

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 Memorandum, the **PARTIES** will designate an individual that will serve as the contact person for this MOU. It is expected that activities taking place under this MOU will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For Texas State, faculty and student exchanges will follow relevant university guidelines for such activities.

Any notice of termination should be addressed as follows:

If to Texas State:

Attention: Dr. Vedaraman Sriraman
Title: Associate Vice President for Academic Affairs
E-mail: vs04@txstate.edu
Phone: 512-245-1217

If to UTP:

Attention: Mrs. Aris Castillo
International Affairs Office Director
Address: 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

The **PARTIES** agree and acknowledge that all information to which their personnel will have access, as well as any information provided to them, regardless of the means by which it is made

known to them, is owned by **UTP** or by **Texas State**, as applicable, and that such information is **CONFIDENTIAL**, which is why they undertake not to disclose or transfer it, whether partially or entirely, to any third party, as well as not to use it for purposes other than those set forth in this MOU. Specific Agreements executed between the institutions may include additional confidentiality clauses.

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 **Texas State**. 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.

NINTH: NONDISCRIMINATION

Texas State and **UTP** agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this MOU.

In their execution of this MOU, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all policies and laws of their respective countries prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

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, nor of any **UTP** or **Texas State** student, staff or faculty 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 and university policy statements 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 as long as 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 is terminated, 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 limitation period of the actions derived from this MOU.

TWELFTH: VALIDITY

This MOU 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.

The terms of this MOU may be changed or modified only by written amendment signed by authorized agents of the **PARTIES** hereto. Parties will notify each other in writing ninety (90) days in advance of modification of this MOU.

THIRTEENTH: ANTICIPATED TERMINATION

This MOU 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 MOU 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.

FIFTEENTH: EXPORT CONTROL

It is recognized and understood that this MOU is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license for the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

In faith of the agreement, for greater evidence, the undersigned, duly authorized for this purpose sign this Memorandum of Understanding (MOU) in two (2) copies of the same tenor and validity, in the places and dates indicated under their signature.

Texas State,

UTP,




Name: Dr. Denise M. Trauth

Title: President

Date: 3-10-2022



Name: Eng. Héctor M. Montemayor Á.

Title: President

Date: _____