

MEMORANDUM OF UNDERSTANDING
DRI-044-2021
BETWEEN
KINDAI UNIVERSITY, JAPAN
AND
UNIVERSIDAD TECNOLÓGICA DE PANAMÁ, PANAMÁ

KINDAI UNIVERSITY, Japan, and UNIVERSIDAD TECNOLÓGICA DE PANAMÁ, Panamá, 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 referred to as the "Parties", fully recognizing that academic exchanges and cooperation would be beneficial to all concerned, hereby affirm their intention to encourage such exchanges and cooperation.

As a general declaration of intent, both parties agree to act as follows:

1. This MOU shall encourage the following activities and related fields.
 - a) Exchange of professors and researchers.
 - b) Exchange of undergraduate and graduate students.
 - c) Other activities that may be effective for both parties regarding international exchanges.

2. 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.

3. The afore mentioned activities shall be realized by means of consultation, including the exchange of relevant information that is deemed appropriate between the Parties.

4. This MOU shall become effective immediately upon being signed by a representative of each party and remain effective for a period of five (5) years. It shall be automatically renewed for subsequent periods of five (5) years unless either party gives to the other party a written notice of nonrenewal at least six (6) months prior to the expiration of the then current MOU.
5. This MOU may be amended by mutual MOU in writing.
6. This MOU, as well as any subsequent MOUs modifying or explaining its details, shall be written in English and signed by representatives of each party. Copies are to be kept by both Parties.
7. This MOU is subject to and shall be interpreted in accordance with the laws of Japan if a dispute arises in Japan, or the laws of Panamá if a dispute arises in Panamá.

The disagreements which may arise in the interpretation and application of this MOU shall be resolved in good faith in fulfilling the spirit of partnership that has encouraged the Parties to subscribe.

8. 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.

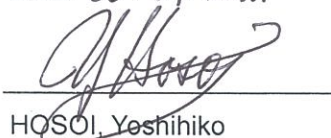
9. The Parties agree that this MOU does not grant any license or any type of right regarding the "Intellectual Property" of KINDAI UNIVERSITY or UNIVERSIDAD TECNOLÓGICA DE PANAMÁ. Each of the Parties, retains its intellectual property rights, either over an asset existing prior to this MOU or over any asset that each one generates, independently, as a result of the implementation of this MOU.
10. 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 MOU 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.

11. Specific mechanisms for the implementation of cooperative and collaborative activities shall be conferred and specifically described in a separate MOU.

Signed by representatives

Date: 30/09/2021



HOSOI, Yoshihiko
President
KINDAI UNIVERSITY
Japan

Date: 29/07/2021



Héctor M. Montemayor Á.
Rector
Universidad Tecnológica de Panamá
Panama City