

**MEMORANDUM OF UNDERSTANDING**  
**DRI-068-2022**  
**BETWEEN THE**  
**UNIVERSIDAD TECNOLÓGICA DE PANAMÁ**  
**PANAMÁ, REPUBLIC OF PANAMÁ**  
**AND**  
**DEPARTMENT OF MECHANICAL, ENERGY AND MANAGEMENT ENGINEERING,**  
**UNIVERSITY OF CALABRIA**  
**RENDE (CS), REPUBLIC OF ITALY**

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 Prof. **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, 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 **DEPARTMENT OF MECHANICAL, ENERGY AND MANAGEMENT ENGINEERING, UNIVERSITY OF CALABRIA**, Via P. Bucci, 87036, Rende, Cosenza, Italy, public Institution of Higher Education, recognized by the Italian Ministry of Education, University and Research and represented in this act by Prof. **FRANCESCA GUERRIERO**, in his position as Head of Department, hereafter referred to as **DIMEG**, 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 to 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.

**DIMEG's** mission is aligned to the general objectives of the University of Calabria towards scientific research, cultural training and civil progress in society. Also, the promotion of innovation with the technological transfer of research results. In pursuit of these purposes, the University of Calabria also promotes forms of partnership with other public and private, national and international bodies.

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 **DIMEG**.

#### **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, technological transfer, 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. Others of mutually agreed interest.

#### **THIRD: ECONOMIC COMMITMENTS**

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 Agreement, they will be established through Specific Agreements, which will indicate the funds available to each Party.



#### 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 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 Memorandum, 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 a representative of each Party and must periodically submit a written report to its highest authorities regarding the progress of the activities and projects developed. For **UTP**: Dr. Orlando Aguilar, [orlando.aguilar@utp.ac.pa](mailto:orlando.aguilar@utp.ac.pa) and for **DIMEG**: Prof. Natale Arcuri, [natale.arcuri@unical.it](mailto:natale.arcuri@unical.it)

Any notice of termination should be addressed as follows:

If to **DIMEG**:

Attention:

Department of Mechanical,  
Energy and Management Engineering,  
University of Calabria  
Via P. Bucci,  
Rende (CS), Italy  
E-mail: [natale.arcuri@unical.it](mailto:natale.arcuri@unical.it)  
Phone: +39 0984 494614

If to **UTP**:

Attention:

Faculty of Mechanical Engineering  
Avenida Universidad Tecnológica, Campus  
Metropolitano, Dr. Víctor Levi Sasso, Edificio #  
1, Segundo Alto  
E-mail: [julio.rodriguez@utp.ac.pa](mailto:julio.rodriguez@utp.ac.pa)  
Phone: (507) 560-3083 / 560-3084 / 560-3087 /  
560-3088

#### 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.

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 DIMEG. 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 property susceptible 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, at 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.

#### **TENTH: 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.



### ELEVENTH: 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.


### TWELFTH: SETTLEMENT OF DISPUTES

Disagreements which may arise in the interpretation and application of this MOU, 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 agreement, 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.

**DIMEG, Department of Mechanical,  
Energy and Management Engineering,  
UNIVERSITY OF CALABRIA**

**UTP, Universidad Tecnológica de Panamá**

  
Name: **Prof. Francesca Guerriero**  
Title: Head of Department  
Date: 14/02/2022

  
Name: **Prof. Héctor M. Montemayor Á.**  
Title: Rector  
Date: 03/02/2022