MEMORANDUM OF UNDERSTANDING
DRI-097-2022
BETWEEN THE
UNIVERSIDAD TECNOLÓGICA DE PANAMÁ
PANAMÁ, REPUBLIC OF PANAMÁ
AND
MUNICH UNIVERSITY OF APPLIED SCIENCES
MÜNCHEN, DEUTCHLAND

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, 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 **MUNICH UNIVERSITY OF APPLIED SCIENCES**, public university of applied sciences, established in 1971 and located in Lothstraße 34, 80335 München, Deutchland, represented in this act by Prof. Dr. **MARTIN LEITNER,** in his position as President and Legal Representative, hereafter referred to as **MUAS**, 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.

MUAS's mission is to drive and promote applied sciences according to its university type. Practice orientation and education geared towards industry and regional employers stand in the center and form the strengths of the instructors.

ASESORIA LEGAL
VERIFICADO
UTP

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 **MUAS**.

SECOND: COOPERATION MODALITIES
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 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 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,

ASESORIA LEGAL VERIFICADO UTP

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 **MUAS**, faculty and student exchanges will follow relevant university guidelines for such activities.

Any notice of termination should be addressed as follows:

If to **MUAS**:
Attention: Prof. Dr. Sonja Munz
Title: Vice President for Research and International Affairs
Address: HM Hochschule München University of Applied Sciences Lothstraße 34
80335 Munich, Deucthland
E-mail: vp-forschung@hm.edu
Phone: +49 0831-2523-340

If to **UTP**:
Attention: Mrs. Aris Castillo
Title: 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
Phone: (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 **MUAS**, 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.

ASESORIA LEGAL
VERIFICADO
UTP

EIGHTH: INTELECTUAL PROPERTY
The **PARTIES** agree that this MOU does not grant any license or any type of right regarding the "Intellectual Property" of **UTP** or **MUAS**. 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 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.

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.

TENTH: NONDISCRIMINATION
MUAS 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 the 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.

ELEVENTH: 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 **MUAS** 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.**

TWELFTH: 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.

ASESORIA LEGAL VERIFICADO UTP

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.

THIRTEENTH: 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.

FOURTEENTH: 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.

FIFTEENTH: 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.

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.

MUAS,

Name: Prof. Dr. **MARTIN LEITNER**
Title: President
Date: 18.10.22

UTP,

Name: Eng. **HÉCTOR M. MONTEMAYOR Á.**
Title: President
Date: 18/10/2022

ASESORÍA LEGAL
VERIFICADO
UTP