GENERAL PROTOCOL OF EDUCATIONAL AND SCIENTIFIC COOPERATION

between the

UNIVERSIDAD TECNOLÓGICA DE PANAMÁ

DRI-035-2023

(Panamá, Panamá)

and

ISTANBUL AYDIN UNIVERSITY

(Istanbul, Turkey)

Istanbul Aydin University-Istanbul/Turkey, hereinafter referred to as IAU and Universidad Tecnológica de Panamá, whose legal representative is duly authorized to sign this document by virtue of Resolution No. CGU-R-04-2021 of the General University Council approved in session ordinary virtual No. 05 -2021 held on August 5, 2021, *"which authorizes the signing and execution of Agreements, Protocols, Memorandum of Understanding International and other similar ones, related to the implementation of International Cooperation Programs in the academic, scientific, investigative, cultural fields and the areas of Student, Teacher, Researcher and Administrative Mobility of the Technological University of Panama, and other provisions are adopted"*, Panama City / Panama, hereinafter UTP, considering their common interests in promoting mutual cooperation in the areas of education and scientific research, both Parties therefore wish to formalize their partnership for collaboration and cooperation and have set forth the following General Protocol of Educational and Scientific Cooperation (General Protocol):

Article I: Purpose

The present General Protocol aims to establish the institutional and legal framework for the Parties to organize academic exchanges. The purpose of this General Protocol is to develop academic and educational cooperation based on equality and mutuality and to promote friendship relations and mutual understanding between the people of the two countries.

Article II. Scope of the Cooperation

Both Parties agree to promote and develop their cooperation by the following means:

a. Pedagogical collaboration and exchange of information and documentation in the field of methods and tools in Higher Education,
b. The Exchange of faculty and students at all levels (undergraduate, graduate and post-graduate),
c. Co-advising for thesis and dissertation of graduate students of both Parties (IAU and UTP),
d. Development of dual and/or double degree programs.
e. Exploring the possibility of joint cooperative research and innovation projects.
f. Exploring the possibility of joint industrial approach and entrepreneurship program.
g. Such other ways as may be mutually acceptable.

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Article III: Conditions of Implementation
Both Parties agree to identify relevant financial support in order to develop the joint activities proposed in this General Protocol.

Article IV: Agreement of Implementation

1. This institutional level General Protocol is designed to facilitate development of mutually beneficial programs and to promote research and educational relationships, and should not be deemed to create legal and financial obligations between Parties
2. Any specific cooperative agreement, referred to as a General Protocol of Educational and Scientific Cooperation (Protocol) shall include such items as:

    - A brief description of rationale and values of the initiative/program for both Parties.
    - Detailed terms and conditions involved.
    - Elaboration of responsibilities of each institution for the agreed upon terms.
    - Schedules for specific activity.
    - Budgets and sources of financing for each activity.
    - Any other items deemed necessary for efficient management.

Article V: Confidentiality
By virtue of the fact that this General Protocol 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.

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.

Article VI: Intellectual Property
The Parties agree that this General Protocol does not grant any license or any type of right regarding the "Intellectual Property" of UTP or IAU. Each of the Parties retains its intellectual property rights, either over an asset existing prior to this General Protocol or over any asset that each one generates, independently, as a result of the implementation of this agreement.

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Article VII: 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 General Protocol, 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 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.

Article VIII: 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 General Protocol, 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 General Protocol 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 General Protocol 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 General Protocol.

Article IX: 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 for advertising purposes or of any other nature, the use of names, emblems or seals will be regulated jointly in accordance with the identity and institutional image manuals of each of the Parties.

Article X: Settlement of Differences
Any differing viewpoint and interpretations of this General Protocol shall be settled amicably by mutual consultations and/or negotiations.

Article XI: Amendments, Duration and Termination
1. Amendments to this General Protocol should only be presented in written form and should enter into force after given mutual consent by both Parties.
2. This General Protocol shall be in effect from the date of its signing and be valid for the duration of five (5) years from that date and may be renewed or amended at any time before the expiration date, by a written protocol signed by authorized representatives of both Parties. This protocol may be terminated by either Party upon ninety (90) days advance written notice to the other Party.

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3. This General Protocol may be terminated by either Party by written notice, at least, six (6) months in advance. Such notice of termination will not interfere with cooperative programs currently underway. Such programs will be allowed to continue until their conclusion.

Article XII: Administrative Supervision and Facilitation of the Partnership

1. Under the current General Protocol, all initiatives between the two institutions shall be appropriately facilitated and guided by each institution's official protocol for international affairs.
2. For administrative supervision and facilitation of this General Protocol, the Coordinator of International Relations at UTP, (relaciones.internacionales@utp.ac.pa) and the Coordinator of Global Education and Partnership Office at IAU (international@aydin.edu.tr) will coordinate official protocols.
3. Either Party may change its own designated liaison by sending written notice to the other Party of such change.

This General Protocol is prepared in English and 2 original copies of this General Protocol are produced. These copies are authentic and recognized as formalized official documents. As witness of consent to this General Protocol, the appropriate authorities hereunto provide their signatures:

UNIVERSIDAD TECNOLÓGICA DE PANAMÁ

Eng. Héctor M. Montemayor Á.
Rector
Date: 13/01/2023

ISTANBUL AYDIN UNIVERSITY

Prof. Dr. Yadigar İZMİRLİ
Rector
Date: 25.01.2023

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