

COOPERATION AGREEMENT

DRI-077-2022

Between

L'École Centrale de Marseille, Public establishment of a Scientific, Cultural and Professional nature, to which the status of School outside universities defined in Articles L.715-1 to L.715-3 of the Education Code applies, Domiciled Pôle de l'Etoile - Technopôle de Château Gombert, 38 rue Joliot Curie, 13451, MARSEILLE CEDEX 13

SIRET: 191 333 400 000 15 - Code APE 803 Z

Represented by its Director in office, Prof. Olivier BOIRON

Duly authorized for the purposes hereof

Hereinafter referred to as « **CENTRALE MARSEILLE** » or « l'École », on the one hand,

And

UNIVERSIDAD TECNOLÓGICA DE PANAMÁ, 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 Postgraduate 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, 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**.

Duly authorized for the purposes hereof

Hereinafter referred as « **Centrale Marseille** » or « **UTP** », on the other hand.

Centrale Marseille and **UTP** are hereinafter referred to individually by the Party and collectively by the Parties.

Preamble

To further the development of the cooperation in accordance with a mutual interest in a program of academic exchange, and for the purpose of establishing a long-term mutually beneficial association, **UNIVERSIDAD TECNOLÓGICA DE PANAMÁ** and Ecole Centrale de Marseille subscribe to the following Agreement.

With this in mind, the following is established and agreed upon by the Parties:

Article 1 - Purpose of the agreement

The Parties agree to promote educational and research cooperation between the two universities on the basis of mutual respect for each other's autonomy, in conformity with the laws and regulations in force in each country and institution, and within their respective available resources.

Article 2 - Contacts

The Parties agree to appoint the contact persons for both Institutions:

- For **UTP**: Mrs. Aris CASTILLO (Universidad Tecnológica Ave., Metropolitan Campus Dr. Víctor Levi Sasso, Postgraduate Building, ground floor, Panama, Panama City)

- For Ecole Centrale de Marseille: Mrs. Emmy ARTS (38 rue Joliot Curie, 13013 Marseille, France).

Article 3 - Content of the partnership

The Parties agree to exercise their best efforts to develop the following forms of cooperation:

1. Exchange of professors, research personnel, and/or students for the purposes of teaching, research, coursework, or program development. Each exchange activity shall be approved in advance by both institutions.

2. Exchange of publications, scientific materials, scholarly papers, and research information available for such circulation;
3. Development of joint projects, modules and collaborative research programs;
4. Joint publications, meetings, and conferences;
5. Provision of official documentation, signed by sending institution's Rector, about registered students and alumni for the purpose of:
 - a) verifying their identity,
 - b) verifying their qualification for admission to a degree program or for recognition of their foreign qualification;
6. Consonant with the terms of ARTICLE ONE, access to each other's laboratories, research facilities, and libraries as may be necessary to fulfil the spirit and intent of the forgoing purposes

This framework agreement will be for each action undertaken between the parties, supplemented by specific agreements.

Article 4 - Values and ethics

Both Parties affirm their commitment to the principles of equal opportunity and non-discrimination. Participation in the exchange activities described in this Agreement, shall be based solely on the scholarly or academic level of ability and performance of the candidates.

Article 5 - Administrative support

The Parties will facilitate the entry to, stay in, and exit from the host country for the participants in the programs within the framework of this agreement.

Article 6 - Cooperation and Financial support

The Parties shall collaborate in developing specific programs of cooperation under this Agreement to be embodied in and implemented. Furthermore, The Parties shall coordinate their actions and make every effort, individually and cooperatively, to pursue the financial resources necessary to maintain a substantive exchange.

Article 7 - Internal and External Communication

Each party is authorized, within the framework defined by this agreement, to mention this partnership as part of its internal and external communication, and to assert it to national and international bodies.

Each of the Parties shall retain full ownership of the copyright of the publications or communications of which it is the author.

Unless otherwise agreed, each Party assumes at its own expense the communications and / or publications it makes in connection with the execution of this Agreement and / or Partnership.

To this end, subject to the prior written authorization of the other party, each party is authorized to use its partner's logo on all communication and event promotion documents: posters, flyers, press kit, programs, and other items. Each signatory is responsible for sending their logo in the appropriate format.

In general, each party is prohibited from directly or indirectly damaging the reputation and image of the other signatory party.

Even once agreement has been given on the use of names, logos or brands, each party retains the possibility of requesting the removal of its logo and / or name from any medium. The withdrawal takes place within 48 hours of the first request.

The partners will seek joint promotional actions for this collaboration by carrying out coordinated internal and / or external communication actions.

Article 8 - Confidentiality

All the information (hereinafter the "Confidential Information") that the Parties will have communicated to each other during the negotiation or execution of this Agreement, whatever the medium, mode of communication and nature, in particular those relating to their human and commercial resources policy know-how, tools, methodologies, infrastructures, industrial and IT strategy, and more particularly all the information communicated by the Parties, are confidential unless explicitly stated otherwise.

However, the following information does not fall within the scope of Confidential Information:

- a) Information which was in the public domain or which comes to it through no fault of one or the other Party;
- b) Information which is the subject of general dissemination by a Party which will communicate it without particular restriction or;
- c) Are being disseminated as a result of a governmental or judicial injunction or the application of a law. In this case, the Party subject to said injunction or to said applicable law shall inform the other Party of its obligation to communicate the Confidential Information, as far as possible prior to its communication.
- d) If the other Party wishes to challenge said injunction or applicable law, the Party concerned undertakes to provide assistance.

Each Party commits not to publish or disclose in any way the Confidential Information belonging to the other Party and of which it may become aware during the execution of this Agreement without the express consent of said Party.

Each Party commits to ensure that the confidentiality obligations are respected by the members of their respective staff as well as by third parties who come to know this sensitive information (advice, service providers, subcontractors, etc.).

The ability for each to disclose information to their advisors and subcontractors, only if they need this information to perform their service.

The Parties commit to comply with the obligations resulting from this article throughout the duration of the Agreement as well as for one (1) year following its expiration or termination for any reason whatsoever.

Article 9 - Intellectual Property

The Parties agree that this Agreement does not grant any license or any type of right regarding the "Intellectual Property" of **UTP** or **Centrale Marseille**.

Each of the Parties, retains its intellectual property rights, either over an asset existing prior to this Agreement or over any asset that each one generates, independently, as a result of the implementation of this Agreement.

Article 10 - 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 Agreement, 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 11 – Reciprocal commitments relating to the processing of personal data

Exchanges and transfers of personal data for Centrale Marseille will take place in compliance with EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free circulation of such data.


Exchanges and transfers of personal data for UTP will take place in compliance with the Act 81 of 2019, on the Protection of Personal Data and the applicable provisions of Act 6 of 2002, which dictates regulations for Transparency in Public Management, establishes the Habeas Data Action and dictates other provisions.

In particular, the parties undertake to guarantee the lawfulness of the conditions of processing of all data aimed at the identification and pedagogical and administrative monitoring of the beneficiaries and the security of the transfer of such data.

Article 12 – Commencement date and duration

This Agreement 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 six years and may be extended by mutual agreement, for similar periods.

Article 13 – Termination

 This Agreement may be terminated by either party after giving six months' written notice to the other party, and this, without prejudice to current programs.

Article 14 - Modification

Any modification of this Agreement is subject to the prior agreement of the Parties and must be established by amendment.

Article 15 - Settlement of disputes

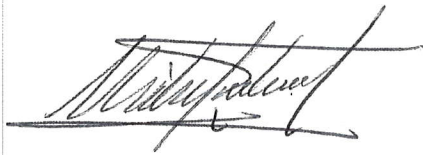
Disagreements which may arise in the interpretation and application of this Agreement shall be resolved in good faith in fulfilling the spirit of partnership that has encouraged the Parties to subscribe.

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

Signatories:

For UTP

Name : Prof. Héctor M. MONTEMAYOR Á.
Title : Rector



Date 10/03/2022

For CENTRALE MARSEILLE

Name : Prof. Olivier BOIRON
Title : Dean



Pour la Directrice de l'École Centrale de Marseille
et par délégation,
Le Directeur des Relations Internationales
Olivier BOIRON

Date 24/02/2022