

GENERAL AGREEMENT FOR EDUCATION, SCIENTIFIC AND CULTURAL CO-OPERATION

DRI-067-2021
between

The **TRANSILVANIA** UNIVERSITY of BRASOV

B-dul Eroilor 29, 500036 Braşov, Romania

represented by its **RECTOR**, Prof. dr. ing. Ioan Vasile ABRUDAN

and

The **UNIVERSIDAD TECNOLÓGICA DE PANAMÁ**

Post Grade Building, Campus Dr. Víctor Levi Sasso,
Ave. Universidad Tecnológica Panamá, Panamá City

represented by its **RECTOR**, Eng. Héctor M. Montemayor Á.

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"*.



Convinced of the necessity of promoting and reinforcing the co-operation, the mutual exchange of information, the improvement of research and education programmes, and also the exchange of professors, researchers and students;

Desiring to establish and to promote regular relationships in scientific and cultural fields in an institutionalized framework,

have agreed as follows:

I. GENERAL AGREEMENTS

1. Purpose of the co-operation

The purpose of the co-operation between the **Transilvania University of Brasov** and **UTP** is to improve the scientific and educational level of the two Universities, to promote and intensify the friendship and the mutual understanding between the people in general and the two Universities in particular.

2. Fields of co-operation

Co-operation between the two Universities concerns the entire area of education and research. The two parties shall conclude programme-agreements in order to provide for specific co-operation and exchange projects in particular fields.

3. General conditions of co-operation

Apart from the exchange of persons, no discrimination based on grounds of gender, birthplace, race or philosophical, religious and political opinion will be tolerated.

II. FORMS AND METHODS OF CO-OPERATION

4. Exchange and co-operation in the field of research and education.

4.1. Exchange of professors and researchers





The exchange of professors and researchers may take place on long and on short-term basis. Professors and researchers may be assigned educational as well as research tasks.

4.2. Exchange of students

Both parties express their wish to intensify student exchange for undergraduate as well as for Master programs.

4.3. Mutual research programmes

The two Institutions may conclude common research programmes in fields of mutual interest. Duration and conditions of these programmes will be determined in specific programme agreements.

4.4. Participation of third Institutes

Within the framework of this agreement, the **Transilvania University of Brasov** and **UTP** may also co-operate in activities of other Institutions, with the purpose of realising projects in the furtherance of social, economic and cultural development of their countries.

4.5. Exchange of publications

The two contracting parties shall lend assistance by exchanging scientific publications and literature between their libraries, also by the exchange of audio-visual materials, informatics and others. These exchanges will be the subject of specific programme agreements.

4.6. Mutual assistance

The **Transilvania University of Brasov** and **UTP** shall lend mutual assistance by exchange of information over and invitations to important meetings, symposia and conferences. The two Institutions undertake to maintain and to promote contacts, with a view to scientific co-operation with other partners in the respective regions.



III. SPECIAL AGREEMENTS

5. Preliminary procedure

The Institution, willing to send a professor, a researcher or a student, must forward, at least six months in advance, the curriculum vitae, the list of publications and the work schedule of the person concerned, to the host Institution. The host Institution must confirm every stay at least four weeks before the beginning of this stay.

IV. EXECUTION OF THE AGREEMENT

6. Programme agreements

This agreement is a framework agreement which regulates the relations between the parties in a general way. The conditions and the execution measures of this agreement will be defined in the form of specific programme agreements, which shall regulate the exchange of professors, researchers and students between various faculties or research and study centers, in precise projects. These work programme agreements, concluded between the faculties, institutes or centers concerned, will be approved by the Rectors of the Universities or by their delegates.

V. FINAL DISPOSITIONS

7. Confidentiality

By virtue of the fact that this agreement 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, unless required by law or court order.

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.

8. 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 **Transilvani University of Brasov**. 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.

9. 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. Specific language regarding intellectual property rights will be addressed, as required, in subsequent agreements arising from this agreement.

10. 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.

11. 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 agreement, 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 while the relationship stipulated in this agreement 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 agreement has ended, 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 statute of limitations for actions derived from this agreement.

12. Duration of the agreement

The duration of this agreement shall be **four** years from the day of the last signature of the legal representatives or persons authorized by the parties, established at the bottom of this document.

13. Amendments

The amendments to the present agreement shall be agreed in writing between the undersigned.





14. Anticipated termination

This agreement may be terminated when either of the parties, notify by written notice to the other Party, upon ninety (90) calendar days in advance. Termination of this agreement shall not affect the normal development of the projects and activities that had been arranged before the proposed termination date.

15. Settlement of disputes

The disagreements which may arise in the interpretation and application of this Cooperation Agreement, 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 understanding, 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.

For the **Transilvania University of Brasov, Romania**




Name: **Prof. dr. ing. Ioan Vasile ABRUDAN**
Title: RECTOR
City: Brasov
Date: 02.12.2021

For the **UTP,**





Name: **Eng. Héctor M. Montemayor A.**
Title: RECTOR
City: Panamá
Date: 14/01/2022

