



Wilkes University



**STUDENT EXCHANGE AGREEMENT  
DRI-056-2022**

**BETWEEN  
UNIVERSIDAD TECNOLÓGICA DE PANAMÁ  
PANAMÁ, REPUBLIC OF PANAMÁ  
AND  
WILKES UNIVERSITY  
UNITED STATES OF AMERICA**

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. Victor Levi Sasso, Ave. Universidad Tecnológica represented in this act by Prof. **HÉCTOR M. MONTEMAYOR A.**, 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 as the **UTP**, on one part and the other, **WILKES UNIVERSITY**, a private, independent, non-sectarian institution of higher education founded in 1933. Accredited by the Middle States Commission on Higher Education. Wilkes University is located at 84 West South Street, Wilkes-Barre, PA 18766, United States. Represented in this act by **GREG CANT**, PhD, male and a permanent US citizen, in his capacity of President, duly empowered for this act, hereinafter **WILKES UNIVERSITY**; hereinafter **THE PARTIES** agree to enter into this General Agreement on Academic Cooperation, whose purpose is to stimulate mutual understanding, to strengthen cultural ties and provide opportunities to expand the experiences and horizons of students, faculty and other academic participants.

**CONSIDERING:**

This cooperation brings great advantages for the development of both entities.

**UTP's** mission is to provide qualified, entrepreneurial and innovative human capital 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.

**WILKES UNIVERSITY's** mission is to continue the Wilkes tradition of liberally educating our students for lifelong learning and success in a constantly evolving and multicultural world through a commitment to individualized attention, exceptional teaching, scholarship and academic excellence, while continuing the university's commitment to community engagement.





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As a consequence of the above, both sides want to establish an instrument to regulate institutional relationships needed to enhance those activities where there are common interests, so

**AGREE:**

**FIRST: PURPOSE**

This Agreement of Cooperation is designed to promote academic, scientific and cultural cooperation between **UTP** and **WILKES UNIVERSITY**.

**SECOND: COOPERATION MODALITIES**

The two institutions agree to develop cooperation under the following modalities:

1. Exchange of experiences, documents, information and knowledge of the achievements and results of projects carried out by each of **THE PARTIES** consistent with the policies and regulations of each entity.
2. Exchange of faculty, researchers, administrators or students, as appropriate to the nature and scope of each mutually agreed program and project.
3. Development of joint programs and projects.
4. Carrying out internships and research projects, according to the established regulations.
5. Training of personnel.
6. Use of equipment, specialized laboratories and materials for scientific-technical research, as well as the provision of technical services and studies according to the regulations and possibilities of each entity.
7. Other activities of mutual interest.

**THIRD: ECONOMIC COMMITMENTS**

**THE PARTIES** agree that this Agreement does not represent reciprocal economic commitments between them, much less the generation of new budgetary expenditures, since they agree to collaborate using 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 Memorandum of Understanding, 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.





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**SIXTH: REPRESENTATIVES COMMISSION CONFIDENTIALITY**

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.

**SEVENTH: 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.

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. In 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 Agreement does not grant any license or any type of right regarding the "Intellectual Property" of UTP or WILKES UNIVERSITY. 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.

**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.





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**TENTH: 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 as long as 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 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 Agreement.

**ELEVENTH: VALIDITY**

This Agreement will be effective from the date of the last signature of the legal representatives or authorized persons 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.

**TWELFTH: ANTICIPATED TERMINATION**

This Agreement may be terminated when either of **THE PARTIES**, notified by written notice to the other party, 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.

**THIRTEENTH: SETTLEMENT OF DISPUTES**

Disagreements which may arise in the interpretation and application of this Agreement 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 Agreement of Cooperation in two (2) copies of the same tenor and validity, in the places and dates indicated under their signature.

BY WILKES UNIVERSITY:

DR. GREG CANT, PHD

Rector

City: Wilkes-Barre, PA

Date: 12/21/22

BY UTP:

ENG. HÉCTOR M. MONTEMAYOR A.

Rector

City: Panama City

Date: 13/01/2023

