



Memorandum of Understanding

DRI-059-2022

Between

The Centennial College of Applied Arts & Technology

And

UNIVERSIDAD TECNOLÓGICA DE PANAMÁ

Regarding

Academic Partnership

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Centennial College of Applied Arts & Technology
PO Box 631, Station A, Toronto, Ontario M1K 5E9

AND

Universidad Tecnológica de Panamá,
Universidad Tecnológica Avenue,
Campus Metropolitano Dr. Víctor Levi Sasso,
Postgraduate Building, Ground Floor, Panama, Panama City

REGARDING

Academic Partnership

I. Parties

The Agreement is between The Centennial College of Applied Arts & Technology, a public non-profit institution founded in 1966 in the City of Toronto, represented in this act by Dr. **CRAIG STEPHENSON**, President and Legal Representative, hereinafter referred to as **Centennial**, and Universidad Tecnológica de Panamá, 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 referred to as **UTP**. These two organizations collectively will hereinafter be referred to as "Collaborating Organizations".

II. Purpose

The Collaborating Organizations hereby record their intentions to assess and determine various areas of collaboration that will be of mutual benefit. This will include:

- a. facilitating and enhancing academic cooperation between Centennial's School of Engineering Technology and Applied Science and UTP's schools of Civil Engineering, Electrical Engineering, Mechanical Engineering, Industrial Engineering, Computer Systems Engineering, and Science and Technology to explore potential academic partnership agreements, and



- b. providing contact between academic programs, teachers and/or students of the partnering institutions to explore modes of collaboration.

III. Intention to Collaborate

This Memorandum of Understanding expresses the intention of the Collaborating Organizations to partner in mutually agreeable and beneficial endeavours, but is not intended to create a legal relationship between the institutions.

IV. Modes of Collaboration

For the activities under this Memorandum of Understanding, the Collaborating Organizations will collaborate through specific activities agreed to in writing between Centennial and UTP. These activities may include but are not limited to:

- a. Emerging Leaders in the Americas Program (ELAP)

V. Terms of the MOU

a. Terms of Collaboration for Each Activity

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.

b. Appendices to MOU

Any such agreement entered into, as outlined above, will form an addendum to this Memorandum of Understanding.

VI. Confidentiality and Intellectual Property

- a. Neither party transfers ownership in nor grants any license to use any proprietary material (including copyrightable material, curriculum, computer software, logos, corporate marks, product marks, identifiers, or trademarks) to the other party except as specifically provided in this Agreement. The Collaborating Organizations shall make best efforts to protect the proprietary information of the other party, and shall report any violations of the other party's proprietary rights to such proprietary information.
- b. Each party acknowledges that Confidential Information disclosed to it by the other party is confidential and that such Confidential Information is the exclusive property of the other party and will be used exclusively, and only to the extent necessary, for the specified purpose and not for any other purpose.
- c. Confidential Information shall mean information stored in any format in any way, other than information which is in the public domain, relating to:



- i. prospective students, students, curriculum, business transactions, charges, records, financial affairs, trade secrets, products, services, systems, methods, designs, specifications, formulae, strategies, negotiations of contracts, price lists, pricing policies, quoting procedures, financial information, marketing information, marketing techniques and arrangements, mailing lists, employee data and other materials or information (whether or not similar in nature to the foregoing) relating to the disclosing party's activities;
 - ii. discoveries, concepts and ideas, including the nature and results of plans, procedures, formulae, technology, techniques, "know-how" and designs; and
 - iii. any other materials or information (whether or not similar in nature to the foregoing) which are not generally known to others engaged in similar activities or which the receiving party knows or has reason to know is confidential, trade secret or proprietary information of the disclosing party;
- d. The receiving party agrees that it will not, except to the extent authorised by the disclosing party in writing, commercially use or disclose to any third party any such Confidential Information.
- e. The Collaborating Organizations agree that monetary damages may not be a sufficient remedy for a breach of clause VI. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach or the continuation of any such breach, without the necessity of proving actual damages.
- f. On expiry or termination or cancellation of this MOU, the Collaborating Organizations shall hand over or cause to be handed over all confidential information, including course material, software, documents, applications, papers and statements and other materials in the possession of the other party to the other party.

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 Memorandum of Understanding, 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 Memorandum of Understanding, 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.

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 Memorandum of Understanding, 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 Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding.

IX. Renewal, Termination and Amendment

a. Renewal

This Memorandum of Understanding shall 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, and will be in force for a period of five (5) years, at which time it will be reviewed for possible extension. Either party may revise, renew, or terminate the agreement by written notification signed by the appropriate official of the institution initiating the notice. Such notification must be received by the other party at least six (6) months prior to the effective date of termination.

b. Amendment

This Memorandum of Understanding may be amended at any time through the written agreement of the Collaborating Organizations. The institution wishing to amend this Memorandum of Understanding shall provide the other institution written notice of the nature of the amendment. Any mutually agreed amendment will not affect current programs, until the completion of said programs, unless agreed otherwise in writing between the Collaborating Organizations.

c. Termination

This Memorandum of Understanding may be terminated by either of the Collaborating Organizations at any time provided written notice is given six (6) months in advance to the other institution. This will not affect current programs, until the completion of said programs, unless agreed otherwise in writing between the institutions.



X. Execution

For the purpose of executing the activities under this MOU, the responsible parties will be:

Centennial College:

Laura Wood
Director, Student Community and Engagement
1-416-289-5000, ext. 52305
wood@centennialcollege.ca

Partner name:

Aris Castillo
International Affaris Director
+507-560-3201
relaciones.internacionales@utp.ac.pa

Signed on behalf of Centennial College



Dr. Craig Stephenson
President & CEO

Date: June 19, 2023

Signed on behalf of UTP



Eng. Héctor M. Montemayor Á.
President

Date: 2/1/2023

