

**UNIVERSITÀ
DEGLI STUDI
DI TRIESTE**



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE UNIVERSITY OF TRIESTE
(ITALY)**

And

**THE UNIVERSITY OF PANAMA
(PANAMA)**

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To. Introduction.

This Memorandum of Understanding, hereinafter referred to as the MOU, is signed between the University of Trieste and the University of Panama, hereinafter referred to as "THE PARTIES". It expresses matters of principle and agreed policies that reflect the spirit of cooperation between THE PARTIES. Both institutions sign this MOU, with the purpose of developing their mutual growth and reciprocal collaboration in the fields of international cooperation.

This MOU was issued in an original English version for the University of Trieste and an original version in Spanish for the University of Panama as required by both parties and authorities. Both documents exhibit the same content. Originals and copies of this MOU are signed in both languages and will be kept at both the University of Trieste and the University of Panama.

DECLARATIONS:

I. THE "UNIVERSITY OF TRIESTE" DECLARES:

1. It is a state university founded in 1924, as "Regia Università degli Studi Economici e Commerciali" (Royal University of Economic and Commercial Studies), on the basis of the Scuola Superiore di Commercio, Fondazione Revoltella.
2. That, according to Articles 1 and 2 of its Statute, its main aims, inter alia, are to work to achieve its objectives by following the principles underlying its code of ethics, placing people at the centre of its activities and aims; guarantees dignity and respect for basic human rights, equal opportunities and the value of diversity; promotes a culture of peace; it is committed to preventing and combating all forms of discrimination, ensuring equal opportunities, improving the well-being of workers and opposing all forms of discrimination.
3. Its registered office is at Piazzale Europa, 1 - 34127 Trieste (Italy), with Phone (+39) 558-3001 Email: rettore@units.it

II. THE "UNIVERSITY OF PANAMA" DECLARES:

1. It is regulated by Law 24 "Organic Law of the University of Panama" of July 14, 2005.
2. Its main aims, among others, are to disseminate cultural aspects and promote the creation of a new culture; promoting respect for human rights, social progress, the environment and sustainable development; encourage critical thinking and entrepreneurship; and, to promote human resources endowed with social awareness for the development of the country in order to strengthen national sovereignty.
3. That has as its address, the La Colina Building, First Floor, Rectoría, of the Central Campus "Dr. Octavio Méndez Pereira", located in the Republic of Panama, Province of Panama, Corregimiento de Bella Vista, El Cangrejo Urbanization, Simón Bolívar Highway (Transistmica) with the intersection of Manuel Espinoza Batista and José De Fábrega Road; with Phone (+507) 523-5007 Email: rectoria@up.ac.pa

B. Objective.

The purpose of this **MOU** is to establish the bases, procedures and lines of collaboration between **THE PARTIES**, for the realization of academic activities, which seek the development of culture, education, research, joint scientific publications in the spheres, disciplines and topics of mutual interest, in the specialized training of human resources and in all those areas of reciprocal interest proper to their objects and functions.

C. Scope of Cooperation.

THE PARTIES agree to coordinate and maintain a regular dialogue on joint activities that fall within the scope of their respective missions.

Areas of joint activities include the following:

1. Teacher exchange.
2. Mobility of undergraduate and postgraduate students.
3. Exchange of publications, research materials, newsletters, etc.
4. Joint projects related to research, teaching and teacher development.
5. Development of joint initiatives with partner institutions, including joint or collaborative degree programs.
6. Opportunities for undergraduate/graduate study.

D. Agreements on Activities.

The two Institutions agree that any specific activity they undertake will be based on a jointly prepared work plan to be called "Specific Agreements".

The "Specific Agreement" must cover the following aspects of a collaborative effort:

Activities: The specific issues to be performed under the terms of collaboration.

Resources: The financial, material and human resources required for the proposed activities and how these resources are to be shared.

Coordinators: The coordinators appointed by both institutions who will be in charge of following up on the proposed activities.

Calendar: The time allotted for the execution of activities.

Outcomes: The expected results of the collaboration and how its success can be measured.

The Specific Agreements must be approved by the institutional representatives of both parties.

The **MOU** shall be valid between **THE PARTIES** by means of a document signed by the legal representatives of each entity in which they authorize and endorse the implementation and execution of the same. Once authorized, such Agreement becomes an integral part of this **MOU**. The execution of the activities to be carried out through **SPECIFIC AGREEMENTS** are

limited to the terms of activities that can be developed through the **MOU**, it being understood that when the activities are within the scope of application of Public Procurement, the procedures contained in the Panamanian Public Procurement Law will be applied for the University of Panama in accordance with Circular Note No. 29-2020-DC-DFG of August 4, 2020 of the Office of the Comptroller General of the Republic and for the University of Trieste, Italian Legislative Decree No. 36/2023.

Any Specific Agreement shall require the endorsement of the Office of the Comptroller General of the Republic of Panama.

E. General Terms.

Specific projects and their approvals: Before carrying out study visits, approval must be obtained from each institution, in accordance with its own institutional procedures. Office space or other academic facilities for visiting professors should be allocated by the authorities of each department or faculty after consultation with visiting professors.

The transfer of information, professors or staff from education, research or other related activities shall be proposed by both institutions through their academic units, after consultation and approval by the relevant institutional authorities, and shall be the subject of a separate document.

Intellectual Property: Unless otherwise agreed, any partner shall have the right to take any measures to protect the technological and scientific results arising from this cooperation. In the case of joint results, both parties will jointly own the intellectual property rights, according to each inventive contribution, and a separate agreement will be concluded that will govern the relationship between the parties with respect to the filing of patents or any other protection of research.

Both institutions undertake to protect and exploit them, in accordance with the laws and regulations in force in any of the institutions or countries.

Code of Ethics and Conduct: **THE PARTIES** undertake to ensure that their assistants, employees and/or co-workers comply with the norms, rules, procedures and principles, if any, contained in their respective Codes of Ethics and Conduct.

Data Protection: The Parties undertake not to disclose to third parties any information, technical data, documents and news expressly designated as confidential referring to the other party, of which they may become aware as a result of the activity carried out within the framework of the cooperation established with and under this **MOU**.

Any failure to comply with this provision shall constitute just cause for termination of the Memorandum.

Any processing of personal data within this Memorandum of Understanding will be carried out by the University of Trieste in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR).

Dispute Resolution: When a problem or dispute arises, **THE PARTIES** will first seek to resolve that dispute between them to the best of their ability and will use all necessary efforts to resolve the problem or dispute through direct negotiation. When **THE PARTIES** fail to reach an agreement, the dispute shall be referred to a Mediation Committee composed of three members: one appointed by the President/Rector of each Party, and the Chairperson of the Committee, appointed by mutual agreement of both Parties. The appointed Committee will examine the problem or dispute and make recommendations. **THE PARTIES** shall share equally all expenses incurred in the appointment of the Committee.

Funding and Resources: **THE PARTIES** agree that this **MOU** does not commit to specific levels of financial or staffing support, nor do they test office or laboratory space for the

programs, and agree that the provision of these supports will be based on available resources provided in accordance with the policies, regulations, and laws governing each of the institutions.

F. Monitoring Committee.

For all administrative and operational purposes of this **MOU**, a Monitoring Committee will be constituted, which will be composed of members of the two parties as follows: **for the University of Panama, a main representative and an alternate appointed by the Rector will participate; and for the University of Trieste, a main representative and an alternate appointed by the Rector will participate.**

The commission will be in charge of developing the guidelines for the implementation of this **MOU**, and in turn will be responsible for evaluating, analyzing, supervising, verifying, recommending, proposing terms and mechanisms for execution and operation, and following up on the projects and activities programmed.

The commission shall submit a written report every two (2) years. In the case of the commissioner of the **University of Panama**, the Rector and the Directorate of International Cooperation and Technical Assistance; and in the case of the **University of Trieste**, the Rector.

G. Term and Modifications.

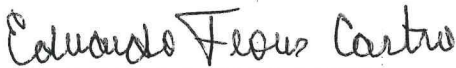
This **MOU** shall come into force as a result of the approval and signature of both parties and from the date on which it is endorsed by the Office of the Comptroller General of the Republic of Panama and shall have a duration of six (6) years. However, its duration may be extended beyond this period if the two institutions agree and state this in writing. In addition, this **MOU** may be amended if the institutions state so in writing. Either institution may conclude this **MOU** at any time by stating its intention in writing to its counterpart sixty (60) days in advance, after which its decision will become effective.

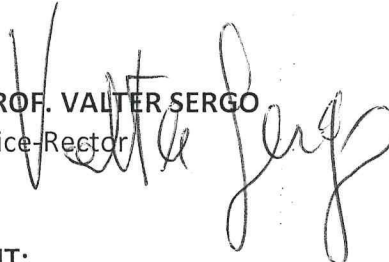
Any modification and/or extension to this **MEMORANDUM OF UNDERSTANDING** or its specific derived agreements shall require the endorsement of the Office of the Comptroller General of the Republic, in accordance with Article 48 of Law 32 of 1984 and Circular No. 61-LEG-F. J.PREV. September 4, 2007.

In witness whereof, this **MEMORANDUM OF UNDERSTANDING** is hereby signed, in four (4) originals, two (2) in Spanish and two (2) in English, of the same tenor and validity, in Panama City, Republic of Panama, on the twenty seven (~~27~~) day of the month of February of the year two thousand and twenty-four (2024).

UNIVERSITY OF PANAMA

UNIVERSITY OF TRIESTE


DR. EDUARDO FLORES CASTRO
Rector


PROF. VALTER SERGO
Vice-Rector

ENDORSEMENT:

OFFICE OF THE COMPTROLLER GENERAL OF THE REPUBLIC OF PANAMA