



**CULTURAL AND ACADEMIC
PARTNERSHIP AGREEMENT**

BETWEEN

**THE UNIVERSITY OF ANKARA
(REPUBLIC OF TURKEY)**

AND

THE UNIVERSIDAD DE PANAMA

2021

THE UNIVERSIDAD DE PANAMA, HEREINAFTER "THE UNIVERSIDAD DE PANAMA", REPRESENTED IN THIS ACT BY ITS RECTOR AND LEGAL REPRESENTATIVE, EDUARDO FLORES CASTRO, MALE, PANAMANIAN, OF LEGAL AGE, WITH PERSONAL IDENTITY CARD No. 3-66-717; AND THE UNIVERSITY OF ANKARA, HEREINAFTER "THE UNIVERSITY OF ANKARA", REPRESENTED IN THIS ACT BY ITS RECTOR, PROF. DR. NECDET ÜNÜVAR, MALE, TURKISH, OF LEGAL AGE, WITH PASSPORT No. P20019486, BOTH KNOWN AS "THE PARTIES" ENTER INTO THIS ACADEMIC AND CULTURAL PARTNERSHIP AGREEMENT PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS:

I. "THE UNIVERSITY OF ANKARA" DECLARES:

1. That it was founded in 1946 as a state university that incorporates historic schools of law, liberal arts, science and medicine, established between 1925 and 1943.
2. That its mission is to educate people who will guide society in the fields of science and arts, through a universal perspective, and to contribute to the production of science, technology, and arts with its distinctive and qualified research in the light of Atatürk's saying: "Science is life's most reliable guide."

II. "THE UNIVERSIDAD DE PANAMA" DECLARES:

1. That it is regulated by Act 24 of July 14th, 2005 "Organic Law of The Universidad de Panama".
2. That its main purposes are to spread cultural aspects and promote the creation of a new culture; promote respect for human rights, social progress, environment protection and sustainable development; encourage critical thinking and entrepreneurial spirit; and foster human resources endowed with social awareness for the development of the country in order to strengthen our national sovereignty.
3. That it is domiciled at the La Colina Building, First Floor, Main Offices of the Central Campus "Dr. Octavio Méndez Pereira", located in the Republic of Panama, Province of Panama, Bella Vista Township, El Congrejo neighborhood, on Vía Simón Bolívar and Vía Manuel Espinoza Batista and José De Fábrega Street; with Telephone (+507) 523-5260 Email: diciat@ancon.up.ac.pa.

III. "THE PARTIES" DECLARE:

1. That cultural and scientific relations are essential for the development of the institutional functions of teaching and research.
2. That it is necessary to foster and promote direct cultural agreements between university-level institutions belonging to different countries.
3. That they wish to establish ties of friendship, understanding and cooperation for mutual benefit, in order to have a general structure that strengthens and increases the aims and objectives of both universities.
4. That both entities have legal status that allows them to sign agreements for achieving the goals that have been set.
5. That based on the above points and agreeing, both parties accept to adhere to the commitments and conditions inserted in the clauses below.

CLAUSES:

FIRST: OBJECTIVE.

The objective of this **AGREEMENT** is to establish the bases for mutual cooperation between **THE PARTIES** for the achievement of academic, teaching, and research activities, as well as the dissemination of culture and extension of services in all those areas of mutual interest inherent to their objectives and functions.

SECOND: SCOPE OF COOPERATION.

Both institutions agree to coordinate and keep regular dialogue on joint activities that fall within the scope of their respective missions.

Joint activity areas include the following:

1. Prepare and participate in training, teaching and joint research programs.
2. Organize courses, seminars, and conferences in areas of common interest.
3. Promote and participate in all forms of exchange subject to value scientific activities (documentation, publications, colloquia, etc.) developed in common.
4. Carry out research projects in accordance with the availability of funding in all branches of common interest.
5. Exchange of students for study and research stays or other training activities.
6. Exchange of technical and administrative personnel deemed appropriate in view of significant experiences.

Any specific collaboration, including visits between researchers is consistent with this **AGREEMENT**. Specific agreements should establish, where necessary, the institutional commitments as well as the terms and conditions of the visit or collaboration. Each specific agreement must be approved by each institution according to its own rules.

THIRD: EXCHANGES.

The modalities for carrying out exchanges may be detailed in protocols (time of stay, obligations of visitors, modality for selecting the applications, detailed information of the subject of the agreement, etc.), stipulated by the competent bodies of both universities.

THE PARTIES will promote student mobility according to their principle of reciprocity by providing exchange students own teaching resources and the tutorial assistance included in the programs.

The periods of studies carried out abroad may be recognized for the purposes of the career, after being debated by the competent bodies.

Students participating in the exchange program are exempted from paying fees to the host University.

FOURTH: AGREEMENTS ON ACTIVITIES.

Both institutions agree that any specific activity they undertake will be based on a jointly prepared work plan called "Specific Agreements".

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

Activities: Specific matters that must be carried out under collaboration terms.

Resources: The financial, material, and human resources necessary for the proposed activities and the way to share such resources.

Coordinators: The coordinators appointed by both institutions who will oversee the proposed activities.

Calendar: The time allotted for executing the activities.

Results: The expected results of the partnership and how its success can be measured.

The Specific Agreements must be approved by the institutional representatives of both parties and must be endorsed by the Office of the Comptroller General of the Republic.

FIFTH: GENERAL TERMS.

Specific projects and their approvals: Before performing individual visits by Professors and Researchers, the approval from each Institution must be obtained, in accordance with their institutional procedures. Office space or other academic facilities for visiting professors and researchers should be assigned by the authorities of each department or faculty after consulting the visiting professors.

The transfer of information, teachers or personnel of education, research, or other related activities must be proposed by both institutions through their academic units, after consultation and approval of the relevant institutional authorities and must be dealt with in a separate document.

Assistance and Facilities: Both institutions are committed to exchanging all useful information on the structure and organization of both institutions to increase mutual knowledge. THE PARTIES, in accordance with their own laws, regulations and this Agreement, will ensure to the guests sent by the other party, all forms of assistance and facilities in their own country, for the fulfillment of the agreed tasks.

Intellectual Property: If intellectual property is developed as a result of a joint collaborative project, the parties agree to cooperate in good faith for the protection and commercialization of said intellectual property. The parties also agree in good faith, in an appropriate agreement to equitably negotiate the benefits of the commercialization of said intellectual property, based on the contributions that each institution has made for the development of said property.

Evaluation and Compliance: All specific projects that may result from this AGREEMENT must include a method by which they will be regularly evaluated by the appointed authorities of both institutions.

Dispute Resolution: The parties will solve any dispute related to the interpretation or execution of this instrument in a conciliatory manner, always seeking to benefit the represented institutions. If the controversy prevails, then the regulations of the country where the controversy is generated will be applied.

Financing and Resources: THE PARTIES are committed to find the necessary funds for the financing of the activities foreseen in this **AGREEMENT**, through promoting or sponsoring structures. The travel, food and accommodation expenses of exchange staff and students will be covered by the university of origin. In the absence of financing, it will also be possible to exchange staff and students from both universities, but such expenses (travel, food and accommodation) must be paid by the personnel who will carry out the exchange, thus both Universities will not have to incur in any financial commitments.

SIXTH: INSURANCE.

The participants of the exchange program must have insurance (to carry out the activities of this AGREEMENT) against risks arising from accidents and civil liability for damages to third parties, thus releasing the host University from said liability.

Insurance coverage may be carried out both at the universities themselves, according to current regulations, and through insurance policies stipulated directly by those interested in covering such risks. For insurance coverage related to health and / or hospitalization expenses, participants will have to finance it on their own in accordance with the regulations in force in the country that hosts them.

For specific needs related to liability insurance coverage in the field of medical health, special complementary agreements will be stipulated between **THE PARTIES**.

SEVENTH: MONITORING COMMITTEE.

For all administrative and operational purposes of this **AGREEMENT**, a Monitoring Commission will be constituted, which will include members of both parties as follows: for the Universidad de Panama, a main representative and an alternate representative appointed by the University President; and for the University of Ankara, a principal representative and an alternate appointed by its President.

The commission will be responsible of preparing the guidelines for the implementation of this **AGREEMENT**, and it in turn will have the responsibility of evaluating, analyzing, supervising, verifying, recommending, proposing terms and mechanisms of execution and operation, and monitoring the projects and programmed activities.

The commission must render an annual written report. In the case of the commissioner of the Universidad de Panama, to the President and to the Directorate of International Cooperation and Technical Assistance; and in the case of the University of Ankara to its President.

EIGHTH: VALIDITY AND MODIFICATIONS.

This **AGREEMENT** will be effective as of the endorsement by the Office of the Comptroller General of the Republic and it will have a duration of five (5) years. However, its duration may be extended beyond this period if the two institutions agree and state it in writing. In addition, this **AGREEMENT** may be amended if the institutions state it in writing. Either of the institutions may resign this **AGREEMENT** at any time, stating its intention in writing to its counterpart thirty (30) days in advance, after which its decision will be effective.

Any modification and / or extension of this **AGREEMENT** or its specific derivative agreements will require the endorsement of the General Comptroller of the Republic, in accordance with Article 48 of Act 32 of 1984 and Circular No. 61-LEG-F.J.PREV. of September 4, 2007.

Each party will keep a copy of said original documents in each language.

In witness thereof, this ACADEMIC AND CULTURAL PARTNERSHIP AGREEMENT is signed in four (4) originals, two (2) in Spanish and two (2) in English with identical wording and validity, in Panama City, Republic of Panama, on 21 () day of 12 of the year two thousand twenty one (2021).

UNIVERSIDAD DE ANKARA

UNIVERSIDAD DE PANAMÁ


Necdet Ünüvar
Rector


Eduardo Flores Castro
Rector

ENDORSEMENT:

COMPTROLLER GENERAL OF THE REPUBLIC