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MEDHA DALVI ACSTPVEN / 28th June 2000

PROTOCOL OF COOPORATION
(MEMORADUM OF AGREEMENT)

BETWEEN

CAMÕES, I.P.

AND

**GOA UNIVERSITY** 

CHAIR JOAQUIM HELIODORO DA CUNHA RIVARA

Camões, Instituto da Cooperação e da Língua, I.P., herein denominated Camões, I.P., legal person governed by public law with identification number 510322506, with head-office at

Avenida da Liberdade, n.º 270, 1250-149 Lisboa, and represented by the Consul General of Portugal in Goa, Dr. Rui Alberto Baceira, on behalf of the Chair of the Directive Board of Camões, I.P. Professor Ana Paula Laborinho,

And

The Goa University, with its headquarters at Taleigao Plateau-Goa, India, herein represented by its Registrar, Prof. V. P. Kamat,

Hereinafter referred to as Signatories,

# Considering that:

- The Goa University manifests its intent in developing programs to disseminate the Portuguese Language and Culture as well as the Cultures of Member Countries of Comunidade dos Países de Língua Portuguesa (CPLP) (Community of Portuguese Speaking Countries);
- The Signatories wish to strengthen and to improve the research capacities in Portuguese Studies in the Goa University through research studies and projects on Portuguese Foreign Language, on comparative and historical studies on Linguistic, and the relations between Portuguese and Indian languages, namely Konkani and Marathi.
- Camões, I.P. and Goa University are striving to establish, in this academic institution, a centre of excellence in Indo-Portuguese Studies in Asia, due to its privileged location;
- The Camões, I.P. mission is to propose and to implement the educational policy and the dissemination of Portuguese language and culture abroad, namely through programmes linked with foreign universities.

## Clause 1

## **Object of the Agreement**

The object of this MoA is to lay down the terms of the funding given by Camões, I.P. in order to establish the Chair Joaquim Heliodoro da Cunha Rivara, to promote the Portuguese Studies in India, and in Goa in particular, offering conditions to develop M.Phil and Ph.D research projects in the following fields:

- a) teaching-learning of Portuguese as Foreign Language in the Indian context;
- b) Indo-Portuguese Comparative Studies (Mainly in Linguistics, Translation and Literature).

### Clause 2

## Obligations of Camões, I.P.

- 1. Under this Agreement, Camões, I.P. is committed to:
  - a) follow and monitor the implementation of this MoA;
  - b) transfer to Goa University the amount referred in the Clause 4 of this MoA.
- 2. In case Camões, I.P. approves general rules on the visibility and disclosure of the respective funds, the same will be announced to Goa University, in order to verify the viability of its application to the actions taken or to be implemented under this MoA.
- 3. The financial commitment established within this MoA will be conditioned to the budgetary availability of Camões, I.P. for each year of the agreement.

### Clause 3

## **Obligations of Goa University**

The commitments of Goa University are:

- a) Goa University shall designate a Committee consisting of three members, the "leitor" of Camões at Goa University, one faculty of Goa University and one outsider preferably with Academic and Cultural experience in Indo-Portuguese Studies.
- b) The Committee of the Chair Joaquim Heliodoro da Cunha Rivara will present to Camões, I.P. till the month of March of every year in which the MoA takes effect, an annual programme of activities for the next academic year and draw up a list of Visiting Professors.
- c) The Committee of the Chair Joaquim Heliodoro da Cunha Rivara shall present to Camões, I.P. in the month of January of every year in which the MoA takes effect, annual reports of the activities, according to the plan of activities implemented in the previous academic year, and also half-early statement of accounts, concerning the amount transferred to Goa University by Camões, I.P..
- d) To implement the Memorandum of Agreement under the deadlines and conditions laid down.
- e) To inform Camões, I.P. any change or occurrence that compromises the assumptions concerning the signing of this MoA.
- f) To provide to Camões, I.P. the information and documents requested regarding the implementation of this MoA.
- g) Goa University shall assure the visibility and the requisite publicity of the grant given by Camões, I.P., under this MoA, making an express reference to Camões, I.P. namely by allowing the insertion of the logo of Camões, I.P. in folders, teaching and didactic material or any other similar, as well as in leaflets and posters;

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h) For the purpose set in the previous paragraph, Camões, I.P. informs that its logo is available in <a href="http://www.instituto-camoes.pt/comunicacao/logotipos-camoes-ip">http://www.instituto-camoes.pt/comunicacao/logotipos-camoes-ip</a>

### Clause 4

## **Financial Support**

The funding referred in the point 1. b) in the clause 2, granted by Camões, I.P. will be in the amount of Euros 10,000.00 (ten thousand euros), to be transferred in one single tranche in the month of June of every year in which the MoA takes effect, to an bank account number provided by Goa University, governed by the Foreign Exchange Regulation Act regulations.

#### Clause 5

# (Representative for the monitoring of the cooperation)

For the purpose of monitoring the cooperation in conformity of this MoA, the Signatories nominate as their representatives the following:

- a) By Camões, I.P. The Director of Serviços de Língua e Cultura;
- b) By Goa University The Dean Faculty of Language and Literature.

### Clause 6

# (Amendments to the Agreement)

Any change or amendments to this MoA will be decided, by mutual consent of both Signatories and made in writing document, signed by the legal representative of the Signatories.

## Clause 7

# (Termination)

- 1. The total noncompliance of one or more terms and conditions established in this MoA, by the Goa University, by any reason not imputable to Camões, I.P. may justify the termination of this MoA by Camões, I.P. with the consequent reimburse of the amounts received.
- 2. The unutilized funding can be retained with the University and be adjusted in the subsequent year/ grants to be added.
- 3. This MoA may be terminated by any of the Signatories, for duly substantiated reasons, provided the reason is communicated to the other Signatory, in writing, with a minimum prior notice of 120 consecutive days.

### Clause 8

## (Settlement of Disputes)

- 1. If a dispute arises regarding the implementation and interpretation of this MoA, the Signatories will be formally consulted, in order to resolve it under the principles that have guided the signing of the Agreement.
- In the event no agreement is reached on the resolution of any dispute which shall not render or affect, seriously, the cooperation between the Signatories, these reserve the right to discontinue the programme.

### Clause 9

## (Effects Production)

This MoA will be effective from the academic year 2016/2017 for a period of three academic years, which can be renewed for a period to be defined, by mutual consent, by the Signatories.

07. 04. 2016

For Camões, Instituto da Cooperação e da Língua, I.P.

Consul General of Portugal in Goa

(Dr. Rui Alberto Baceira)

For Goa University

Registrar

(Prof. V. P. Kamat)

