



Agreement of Cooperation between Goa University and University of Porto

The **Goa University**, having its official address at Goa University P.O, Taleigao Plateau, Goa, India, PIN - 403206, hereinafter referred as **GU**, represented here by its Vice-Chancellor, Prof. Varun Sahni

And

The **University of Porto**, Institution of Higher Education in Portugal, having its official address at Praça Gomes Teixeira, 4099-002 Porto, Portugal, hereinafter referred as **U.Porto**, represented here by its Rector, Prof. António Sousa Pereira

Agree to sign the following agreement of cooperation, in conformity with the existing laws in the respective countries and rules of international law, through the following clauses:

First Clause: Objective

This agreement has the main objective to establish an academic, scientific and cultural cooperation between both Universities, in all the fields of common interest.

Second Clause: Aim

With the purpose of achieving the intended objective in the previous clause, both Universities agree to develop join projects, aiming:

- a) To develop research in specific fields, enclosed in due time in addenda to this agreement, in order to put in force the effects.
- b) The exchange of students (undergraduate and graduate) each University may select up to two (2) students per semester in each academic year (four (4) in total) to participate in the Exchange Programme. The number of students to be exchanged should be balanced during the term of this agreement.
- c) Under the present Agreement both Institutions may also promote the exchange of academic and administrative staff as well as researchers, aiming, predominantly, at the exchange of experiences and the strengthening of the institutional links between the academic community

of both institutions.;

- c) The participation in applications to international programmes with the purpose to strengthen the relations of cooperation, namely, in terms of students, researchers and faculty mobility;
- d) The promotion and implementation of studies, projects, research and other related activities;
- e) The organization and implementation of seminars, talks, meetings, panels and other events;
- f) To facilitate the conditions for sharing journal articles, scientific reports and results, needed to the development of research jointly established.

Third Clause: Coordination

1. The actions to be developed within this agreement will be coordinated by both Universities, in accordance with the area of activity where the actions are inserted.
2. Each University will appoint a Coordinator to assure and coordinate the development and implementation of the joint activities. The Coordinators will be the contact through whom each University may present proposals to conduct joint activities.
3. The Coordinators will be as well responsible for the evaluation of the activities developed within this agreement, respecting the best practise established in each University.

Fourth Clause: Signing of Addenda

1. The objectives of this agreement will be achieved through the signing of addenda, which will contain the specific plan of the activities to develop, the obligations that each University incurs and the necessary financial resources to oversee the joint projects.
2. The existence of this agreement does not imply the guarantee of financial support; however, the Universities will commit to make all efforts in order to produce internal or external financial support necessary to the implementation of the activities to develop within the framework of this agreement.

Fifth Clause: Intellectual property

1. The final or partial results obtained with this agreement may be published by mutual consent, with the reference of the participation of each University.
2. All the publications and documents related with this agreement, produced on unilateral basis, will always make reference to this agreement and must be approved by the other

University, although this doesn't mean responsibility in terms of the publication or document content.

3. The results that can be object of patent and the eventual economic results that may arise from this agreement will be the subject of a separate agreement between both Universities.

Sixth Clause: Personal Data Protection

The potential beneficiaries ("data subjects") of the programs shall be informed, prior to the submission of their applications, that his personal data (hereinafter, as "Personal Data and Information"), essential for the management of the exchange process, will be transferred to the country of the Receiving Institution. The Home Institution will provide to obtain the express consent of the data subjects regarding to the transfer of such Personal Data and Information, who can oppose themselves to the transfer unless that negatively affects a lawful interest of one of the parties or the public interest.

In case of the Personal Data and Information been processed by a natural or legal person, public authority, agency or other body on behalf of the Receiving Institution, they shall grant that the processor provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the present MoU and ensure the protection of the rights of the data subjects. The processor shall not engage another processor without prior specific or general written authorisation of both parties of the present MoU.

Each party agrees to process Personal Data and Information according to the following principles:

Collection Limitation Principle: There should be limits to the collection of personal data and any such data should be obtained by lawful and fair means and, where appropriate, with the knowledge or consent of the data subject;

Data Quality Principle: Personal data should be relevant to the purposes for which they are to be used, and, to the extent necessary for those purposes, should be accurate, complete and kept up-to-date;

Purpose Specification Principle: The purposes for which personal data are collected should be specified not later than at the time of data collection and the subsequent use limited to the fulfilment of those purposes or such others as are not incompatible with those purposes and as are specified on each occasion of change of purpose;

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Use Limitation Principle: The Personal Data and Information will be kept for the period strictly necessary to fulfil the purposes that motivated its treatment, except where it is due some type of responsibility resulting from the conclusion of a contract or any previous steps to its signature, to the Receiving Institution or the entity contracted by it. In which case Personal Data and Information may be stored during the period in which such responsibility is required. In any of these circumstances, Personal Data and Information shall be promptly deleted.

Security Safeguards Principle: Personal Data and Information shall be processed using all appropriate technical and organizational measures to protect against unlawful access and loss, destruction or accidental damage. In case of breach of any of these duties, the Receiving Institution shall notify the Institution of Origin within a maximum period of 72 hours after its knowledge.

Principle of the guarantee of the rights of the data owners: The owners of personal data can obtain from the Receiving Institution the confirmation that the personal data concerning them are processed. In the case of personal data processing, the owners can have access to the terms in which they can exercise their rights, updating, rectification or erasure the respective data, with the controller and, if applicable, the Data Protection Officer. Where the exercise of such rights is likely to constitute a risk to the rights and freedoms of other natural persons, it shall be subject to appropriate restrictions with a view to ensuring the desirable agreement between those rights.

Accountability Principle: each Party shall be liable to the other Party for damages caused by breach of the above principles as well as for any damages that may arise to data subjects. The liability between parties is limited to damages actually incurred.

Seventh Clause: Validity

The existing agreement will be in force for a period of 5 (five) years, after the date of the last signature, and may be renewed upon mutual written consent at least 6 (six) months prior to the date of termination. In case of cancelation, the Universities undertake to continue the on-going projects or actions. Regarding the academic exchange programme, the present

agreement will be effective in the following academic years: 2018/19; 2019/20; 2020/21; 2021/22; 2022/23.

Any modification to the present document shall be undertaken by the Universities/institutions at any time, by mutual decision in writing.

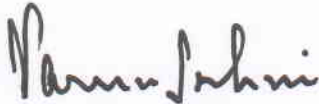
Eighth Clause: Dispute Resolution

Any disputes regarding the interpretation or application of the present document will be settled by agreement of both the parties, with the intervention of the respective representatives, in order to provide the right interest of the parties concerned.

Agreeing with every Clause above referred, the representatives of the Universities/Institutions sign the present document in two (2) counterparts of equal form, and each part shall receive a certified copy thereof.

Vice-Chancellor

Goa University



Professor Varun Sahni

31 / 01 / 2019



Rector

University of Porto

A handwritten signature in blue ink over a circular blue stamp of the University of Porto. The stamp features a globe in the center and the text "UNIVERSIDADE DO PORTO" around the perimeter.

Professor Antonio Sousa Pereira

09 / 01 / 2019