**COOPERATION PROTOCOL**

**BETWEEN**

**THE UNIVERSITY OF MINHO, PORTUGAL**

**AND**

**The** [*name of the partner HEI*]**,** [*country of the partner HEI*]

The University of Minho, public higher education institution of foundational nature, located at Largo do Paço, 4704-553 Braga, Portugal, Legal Person no. 502 011 378, herein represented by its Rector, Professor Rui Vieira de Castro, hereinafter referred to as UMinho,

and

The [*name of the partner HEI* ], Legal Person no. ---------, with head office at [*address of the partner HEI*], herein represented by [*name of the partner HEI proxy*], hereinafter referred to as [*abbreviation/acronym of the partner HEI*],

Considering the importance and mutual benefit in promoting cooperation through actions of educational, scientific, technological and cultural nature in their respective areas, UMinho and the (partner HEI), hereinafter jointly referred to as the “Parties”, reach in writing, freely and in good faith, this Protocol of Cooperation (hereinafter “Protocol”), which is ruled by the following provisions:

**Clause 1**

**Purpose**

This Protocol aims to promote cooperation between the two institutions to jointly carry out educational, scientific, technological and cultural cooperation.

**Clause 2**

**Actions of cooperation**

In order to achieve the purpose established in the previous clause, the Parties agree to develop joint actions covering the following areas:

1. Exchange of students;
2. Exchange of professors and researchers;
3. Exchange of technical, administrative and management staff;
4. Teaching and training projects;
5. Supervision of doctoral theses in a co-supervision regime;
6. Joint research and publications in scientific magazines;
7. Extension or interaction projects with society;
8. Joint organisation of conferences, *workshops* and/or other events of a scientific nature;
9. Any other type of collaboration deemed relevant and of mutual interest.

**Clause 3**

**Addenda**

1. The details and specifications for each of the cooperations that constitute the object of this Protocol are defined through the Addenda attached to this Cooperation Protocol, which is to be proposed by any of the Parties.
2. The specific Addenda shall specify the collaboration's object, the work plan and its respective scheduling, the participants, the charges and forms of funding, the rules of confidentiality and ownership of the results, and other collaboration details agreed upon between the Parties.

**Clause 4**

**Institutional Coordinators**

Representatives of each Party coordinate the actions carried out based on this Protocol, to be indicated for this purpose in the Addenda referred to in Clause 2.

**Clause 5**

**Confidentiality**

The Parties undertake to ensure secrecy and confidentiality concerning all the information to which they may have access within the scope of this Cooperation Protocol and to not use such information for any other purposes than those established in this Protocol, except with the prior written consent of the other Party, to be obtained on a case-by-case basis.

**Clause 6**

**Intellectual Property**

1. Within the scope of this Cooperation Protocol, there will be no room for the assigning of any license or right of exploitation to the other Party regarding its intellectual property rights, whether copyright or industrial property rights, as well as the knowledge of which it is the holder.
2. A written addendum will describe the specific actions that may be carried out between the Parties, thus further regulating the question of intellectual property rights in the results and their exploitation, as well as the provisions related to confidentiality and publication of results.

**Clause 7**

**Validity, amendment and termination**

1. This Protocol enters into force from the date of signature and is valid for 5 (five) years. It may be renewed for an equal period whenever the Parties agree.
2. This Protocol may be amended, in whole or in part, or revoked by written agreement between the parties.
3. Each Party may terminate this Protocol at any moment, by written notification through registered mail, with a minimum notice period of at least... (...) days.
4. Regardless of the motive for termination, neither Party shall be liable for any damage or loss of any nature that the other may incur. However, they shall guarantee that the necessary measures are taken so that all actions and activities in progress are concluded in order to avoid any loss to themselves or any third parties.

**Clause 8**

**Protection of Personal Data**

The parties must observe, being their sole responsibility, compliance with the legal provisions in force regarding the protection of personal data, in particular, those in Regulation (EU) 2016/679 of the European Parliament and the Council of 27th April 2016 and any applicable or hereafter applicable data protection legislation.

**Clause 9**

**Final Provisions**

1. Any doubts arising from the application and interpretation of the provisions in this Protocol shall be clarified by the decision-making bodies of the Parties and interpreted in accordance with the Portuguese legislation.
2. The Parties commit to amicably solve any litigation that may arise from the execution of this Protocol. Should this fail to succeed, the Parties shall indicate, by mutual agreement, a third natural person to act as a mediator.
3. This protocol revokes every protocol of cooperation previously reached between the parties.

Once read and approved, the Parties' legal representatives manually sign this Cooperation Protocol in 2(two) copies.

Or

Once read and approved, this Protocol consists of a single copy, signed by the Parties through digital signature under the applicable legal terms (remove date information next to the signature).

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| Braga, \_\_ \_\_ of 202X |  | [*City*], \_\_ \_\_ of 202X |
| By the University of Minho,  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Professor Rui Vieira de Castro  Rector |  | By the University [*name of the partner HEI*],  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Professor [*name of the Rector of the partner HEI*]  Rector |