**ADDENDUM**

**TO THE COOPERATION PROTOCOL**

**BETWEEN**

**THE UNIVERSITY OF MINHO, PORTUGAL**

**AND**

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

**WITHIN THE SCOPE OF** [*scope of the ADDENDUM*]

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*],

Recognising the relevance of establishing academic and scientific relationships between higher education institutions in order to achieve their institutional purposes;

Considering the areas of common interest and the academic purposes shared in teaching, research and in the interaction with society,

Considering the common interest in the implementation of activities in accordance with the existing Cooperation Protocol,

Regarding the legal and regulatory provisions which govern, in Portugal and in [*country of the partner HEI*], the cooperation of scientific, cultural and professional nature amongst higher education institutions;

The Parties enter into, in writing, freely and in good faith, this Addendum to the Cooperation Protocol, entered into on 00/00/0000, which is governed by the following provisions:

**Clause 1**

**Purpose**

This Addendum intends to implement the purposes of the Cooperation Protocol and define the bases and criteria for the execution of [*specific scope to which this Addendum pertains*].

**Clause 2**

**Work and Activity Plan**

1. This Addendum shall allow the development of the Work Plan with the following activities:

.....

[*Insert all the activities listed in the Work Plan to be carried out within the scope of this Addendum– one activity per bullet point*]

1. All activities shall be carried out in accordance with the regulations in force in each institution.

**Clause 3**

**Chronogram**

The activities described in Clause 2 shall be in accordance with the following chronogram:

1.
2.

…..

[*Insert the time frame, with estimated start and end dates, for each of the activities described in Clause 2 - one activity per bullet point*]

**Clause 4**

**Funding**

Each Party shall foster and may fund the activities expected in Clause 2 through its regular funding programmes, if any, or from external resources.

[*Insert information on the financial responsibility of each institution for each of the activities described in Clause 2*]

**Clause 5**

**Confidentiality**

The Parties undertake to ensure secrecy and confidentiality in relation to 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 the ones 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**

Within the scope of this Cooperation Protocol, there will be no room for assigning 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.

[*Insert any other specifications related to intellectual property, confidentiality, or others, which may be required within the scope of the Addendum at hand*].

**Clause 7**

**Coordination**

To support, coordinate, and monitor the implementation of this Addendum, the Parties appoint Coordinators who will be responsible for executing the Work Plan and its activities in accordance with the chronogram and conditions established in the previous Clauses.

At UMinho, the coordination shall be carried out by Doctor [*name of the coordinator*], Professor [*category*] from the School/Institute [*name of the OU*].

At University [*name or abbreviation of the partner HEI*], the coordination shall be carried out by Professor [*name of the coordinator*], Doctor [*category*] from the School/Institute [*name of the OU*].

**Clause 8**

**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**

**Validity, amendment and termination**

1. This Addendum shall enter into force from the date of its signature and prevail for a period of (…) [*any time frame, as long as it falls within the duration of this Cooperation Protocol between the institutions in force*].
2. By written agreement between the parties, this Addendum may be amended, in whole or in part, or revoked.
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, safeguarding acts in progress and respective commitments made to third parties by any of the institutions.
4. One of the parties' non-compliance with the provisions of this Addendum confers the other the right to terminate, via communication by registered letter, with acknowledgement of receipt, sent to the counterpart, with a minimum notice period of at least... (...) days, stating the grounds for this termination.

**Clause 10**

**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 Addendum. Should this fail to succeed, the Parties shall indicate, by mutual agreement, a third natural person to act as a mediator.

Once read and approved, this Addendum is manually signed by the Parties' legal representatives in 2(two) copies.

Or

Once read and approved, this Addendum 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 CastroRector |  | By the University [*name of the partner HEI*],\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Professor [*name of the Rector of the partner HEI*]Rector |