

**COOPERATION AGREEMENT BETWEEN
THE UNIVERSITY OF PORTO AND
THE UNIVERSITY Abderrahmane Mira- Bejaia**

The University of Porto, a Portuguese Higher Education Institution, located in Praça Gomes Teixeira, 4099-002 Porto, Portugal, represented by its Rector, Professor António Sousa Pereira, hereinafter referred to as “**U.Porto**”,

And

The University Abderrahmane Mira- Bejaia, represented by its Rector, Professor SAIDANI Boualem , based in Aboudaou Campus, route n°9 vers Tichy, Bejaia 06000, hereinafter referred to as **UAMB**,

Hereinafter collectively referred as “Signatories” agree to sign the present cooperation agreement, in accordance with the legislation in force in the respective countries and norms of international right, following the terms and conditions detailed hereinafter:

Article 1: Objective

The present agreement has as main goal to establish an academic, scientific and cultural cooperation between the Signatories, in all areas of common interest.

Article 2: Purpose

With the purpose of accomplishing the main goal foreseen in the previous article, the Signatories agree in developing joint projects, aiming at:

1. The exchange of students, researchers, professors and administrative staff, towards their academic and professional qualifications, on the basis of reciprocity, pursuing a balanced number of mobility flows between the Signatories, to be detailed through the signature of an Addendum to the present Agreement;
2. Joint research activities in scientific areas to be detailed through the signature of an Addendum to the present Agreement;
3. Joint applications to international funding programs to improve and sustain institutional cooperation through the development of collective actions, namely in the areas of education, training and research;
4. The promotion, implementation and dissemination of the academic offer, projects, research and other activities of common interest for the Signatories;
5. Joint organization of meetings, seminars, symposia, conferences and other academic and

scientific events;

6. The facilitation of the conditions for exchange and dissemination of information, journals, scientific work and its results, necessary to the development of joint research to be agreed upon.

Article 3: Coordination

1. The actions to be developed under the framework of this Agreement shall be coordinated by the Signatories, according to their area of action.
2. A Professor, designated by each one of the Signatories, will ensure the scientific and academic coordination of the agreement.
3. The technical coordination of the present Agreement and its Addendums shall be a responsibility of the International Relations Offices that will be the technical contact point between the Signatories.
4. The Coordinators (academic and administrative staff) will ensure the development and implementation of joint activities and will be equally responsible for their evaluation, in accordance with the established practices by each one of the Signatories.

Article 4: Celebration of Addendums

1. The goals of the present Agreement shall be achieved through the signature of Addendums, which will detail the activities to be develop and the obligations in which both Signatories incur.
 - a. In the specific case of the students' exchange, it shall be governed by the principle of reciprocity and it is subject to an annual definition, by each one of the Signatories, of the number of places available for the global exchange or for each of the scientific fields involved in this partnership.
 - b. To streamline this process, the Signatories shall propose and jointly agree, by e-mail, the number of places available in each academic year within the frame of the present Agreement and within the subsequent Addendums.
 - c. The host institution will verify and analyse the possibility to accept applications for academic exchange beyond the number of places available.
 - d. Any additional academic exchanges, beyond the agreed number of mobility flows, shall be subject to the payment of the applicable taxes and fees in each institution.
2. The Addendums shall identify the necessary financial resources for the accomplishment of the joint projects.
3. The Addendums can only produce legal effects if signed by both institutions. No oral or other type of agreement may bind the institutions.

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4. The existence of the present Agreement does not guarantee any financial support. The Signatories commit themselves to make all efforts to find internal or external funding, towards the implementation of the activities to be developed within the framework of the content agreed.

Article 5: Intellectual Property

1. In the case of students, researchers, academic or administrative staff that intend to prepare publications, thesis, lectures or other writings, including studies, articles, books or other (hereinafter "Scientific Work") in the partner institution, they shall inform in writing both Signatories, as soon as possible and always prior to the dissemination of the initiatives by any means or form. The Scientific Work done must be sent, so that the Signatories can analyse and comment it within a period of 30 days.
2. Within the period referred to in the previous paragraph, the Signatories may express an opinion on the content of the Scientific Work presented, namely about the fact that its publication and/or dissemination may violate the intellectual property rights. In these specific cases the student, researcher, teacher, or administrative staff that have presented the Scientific Work is obligated to give a reasoned reply.
3. The student, researcher, academic or administrative staff cannot use the name and trademarks of the Signatories of this Agreement for any means, including for advertisement or trade ends, without previous written authorization.
4. The obligations foreseen in the present Article remain in force even after the termination of the present Agreement.

Article 6: Personal data protection

1. Regarding the personal data transmitted between the Signatories referring to the beneficiaries of this Agreement (data holders), each one undertakes to comply with the legislation in force on the protection of personal data. The Signatories commit themselves to take suitable technical and organizational measures in order to prevent unauthorized access, transmission or modification of unauthorized data (mainly through computer networks) and to respect the processing of personal data in compliance with the principles of security, confidentiality, integrity, purpose, minimization, necessity and transparency.
2. The potential beneficiaries ("data subjects") of the programs shall be informed, prior to the submission of their applications, that their personal data (hereinafter, as "Personal Data and Information"), essential for the management of the exchange process, will be transfer to the countries of the UAMB and the University of Porto.
3. In case of a personal data breach or suspicion of a personal data breach, the Responsible Signatory shall notify the other Signatory, within the 72 hours after having become aware of it. The communication shall detail the nature of the personal data breach and provide a brief report with all the relevant information of the personal data affected, probable causes and consequences, and adopted measures to repair the breach.



4. For the purposes of this Agreement, personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, modification, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.
5. Each Signatory shall be liable to the other Signatory for damages caused by any breach, as well as for damages caused to the data subjects. Liability between the parties is limited to actual damages suffered.
6. In case of doubt, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data applies.

Article 7: Validity

1. The present agreement becomes effective from the date of its last signature and shall be valid for a period of five (5) years. It may be renewed by mutual consent, in writing, with a minimum period of 6 (six) months prior to the date of termination.
2. Regarding the academic exchange programme, and particularly the student mobility, the present agreement shall be valid for the following academic years:
2019/2020; 2020/2021; 2021/2022; 2022/2023; 2023/2024.
3. In the case of termination, the Signatories commit to continue the projects or actions under implementation, provided that the physical and material conditions for this are ensured.

Article 8: Modification

Any modification to the present agreement shall be undertaken by mutual decision in writing.

Article 9: Missing cases

Any omitted case due to the interpretation or implementation of the present Agreement shall be solved through a consensus between the Signatories, in which will intervene the respective legal representatives, to guarantee that the interests of everyone involved are taken in to account.


By fully accepting the articles specified above, the Signatories hereby sign this agreement in two (2) equally dated copies, in English, and a copy shall be given to each one of them.

Porto, 8 / 1 / 2020

Bejaia, 26 / 11 / 2019

On behalf of the University of Porto,

On behalf of University Abderrahmane Mira-
Bejaia,


Professor António Sousa Pereira
Rector



Professor SANDANJ Boualem
Rector

