

**CO-OPERATION FRAMEWORK AGREEMENT
BETWEEN
THE UNIVERSIDADE DE VIGO
AND
FUNDAÇÃO MINERVA - CULTURA - ENSINO E INVESTIGAÇÃO CIENTÍFICA/
UNIVERSIDADE LUSÍADA/ COMEGI**

In Vigo, on the date of the latest electronic signature

On the one party, Manuel Joaquín Reigosa Roger, Rector Magnificus of the Universidade de Vigo, appointed according to the Decree of the autonomous community of Galicia 59/2018, of May 31, published in the *Diario Oficial de Galicia* (*Official Journal of Galicia*, or *DOG*) no. 109, of June 8 of 2018, in accordance with the competences granted under article 20 of the Organic Law 6/2001, of December 21, on universities, and article 29 of the Articles of the Universidade de Vigo, adopted by the Decree 13/2019, of January 24, and published in the *DOG* no. 38, of February 22, 2019. It is located at the Edifício Exeria on the Campus Universitario, 36310 Vigo, Spain.

And the Prof. Doutor Afonso d'Oliveira Martins, Rector Magnificus of the Universidade Lusíada. It is located at the Rua da Junqueira, nºs 188 a 198, 1349-001 Lisboa.

Both parties mutually recognise their legal capacity to sign the present agreement.

Therefore they declare:

I.- That is the common interest of both institutions to promote co-operation and collaboration with a view to furthering the technological and scientific development and a practical implementation of knowledge to benefit society.

II.- And that both Institutions wish to sign the present Co-operation Framework Agreement which will provide the rules and regulations for subsequent specific agreements.

To this end, both parties agree to subscribe to the following Framework Co-operation Agreement, in accordance with the following

CLAUSES

ONE.- The present agreement governs the co-operation between the Universidade de Vigo and Fundação Minerva/Universidade Lusíada/COMEGI.

TWO.- This agreement aims to carry out jointly activities and projects in areas of mutual interest for both institutions. Co-operation is to be sought especially:

1. In the development of research projects.
2. In the organisation and implementation of any kind of academic activities, such as: courses, lectures, symposia or seminars.
3. In supporting researchers and students.
4. In the exchange of publications, research and any kind of academic materials that may be of interest.
5. In the exchange and collaboration in cultural projects of mutual interest.
6. Promotion of equal opportunities between men and women in society.
7. In the exchange of students and academic staff.
8. In other activities considered of mutual interest within the availability of both institutions and in accordance with the legality established in the rules of contracting of the public sector.

THREE.- Under no circumstances will the parties publish scientific or technical information about research projects being carried out.

The data and information obtained in the course of joint projects, as well as the final results, will be confidential. When one of the parties wishes to use partial or final results, in part or in full, for publication in the form of a paper, lecture or similar, permission shall be asked in writing by means of registered letter directed to the person responsible for the project.

The name of the authors of any work shall be mentioned in any kind of publication of results, no matter the way this information is disseminated. In the case of patents, the authors will be mentioned as inventors. In any case, specific mention of this agreement will be made.

FOUR.- A Joint Committee shall be set up and shall consist of an equal number of representatives appointed by the governing entity of each party. This Committee shall deal with the planning, monitoring and evaluation of the actions carried out within this agreement and shall endeavour to resolve conflicts related to it and to any specific agreements there from. The Joint Committee shall meet at the request of both parties, at least once a year and shall submit reports and proposals to the governing entity of each institution.

FIVE.- As this agreement does not imply any financial commitments of the signing parties, no budget allocation is therefore necessary.

SIX.- Each and every specific co-operation programme shall require the writing of a specific agreement in which the following items shall be listed:

1. Definition of the aim.
2. Description of the activities to be carried out together stating expressly the different stages of the programme along with its corresponding timetable.
3. Indication of the total budget allocation made and approved and the specific budgetary line.
4. List of participating members.
5. Agreement about the publication of results, the allocation of credit to the different researchers and the means of participation and registration of any industrial or intellectual copyrights or patents in the case of joint research.
6. Any other relevant matter.

SEVEN.- The present agreement shall enter into effect as of the date on which it is signed and shall continue to be effective for four years.

However, before the end of that foreseen date if circumstances make it advisable, the parties may agree unanimously its extension for the period strictly necessary and always within the maximum limit of up to four additional years as it is established in the Spanish Law 40/2015 of 1st October of the legal system of the Spanish public sector.

EIGHT.- The termination of this agreement may be take place due to:

1. The end of the eligibility period of the agreement without applying for its extension.
2. The end of the maximum eligibility period of the agreement including the extension period stated therein.
3. The unanimous agreement of the signatories.
4. The failure to comply with the obligations and commitments by any of the signatories.
5. A court decision declaring the nullity of the agreement.
6. For any of the reasons set out in the rules of the university on the content of the agreement.

NINE.- If one of the parties decides to terminate the present agreement, the other party shall be informed at least three months before the expiry date. Notwithstanding the above, the parties agree that any specific projects and activities that might be carried out at the time the present agreement terminates, shall be brought to conclusion according to the basis initially agreed.

TEN.- Non-compliance with any of the obligations of this agreement by one of the parties will allow the other party to terminate it and all the rights corresponding to the aim of the programme carried out being void and null.

ELEVEN.- The parties may modify the present document at any time and by common accord.

TWELVE.- Arrangements reached within this agreement, and in specific ones, will always have an administrative nature and will not imply, at any time, labour rights or liabilities.

THIRTEEN.- Litigation in regard to the interpretation, modification, resolution and effects of the present agreement shall be resolved firstly within the Joint Committee. Should not be solved by the Joint Committee, they will be submitted to the administrative contentious proceedings, due to the administrative nature of the agreement.

FOURTEEN.

The parties declare that they understand and agree upon the European legislation on personal data protection and commit to properly using the data obtained as a result of the development of this agreement within the framework of the provisions of EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016.

The parties commit to treating personal data with the exclusive purpose of performing the service.

The parties guarantee that any personal data shall not be subject to any other treatment than those provided by this agreement.

The parties guarantee that all personal data shall not be transferred to third parties, except in cases where there is a legal obligation.

Holders may exercise, where appropriate, the rights of access, rectification, cancellation, objection, limitation and portability according to the stipulated legal terms, by means of communication to the registered office of the respective entity.

The collaborating entity shall take appropriate measures to limit the access of its employees to personal data during the term of this agreement.

Once the validity of the agreement or the association between both parties ends, all personal data must be destroyed or returned, at the discretion of the University of Vigo, in compliance with the requirements agreed or provided by law, without prejudice to the exceptions that the regulation and/or the judicial decisions may establish in relation to a minimum safekeeping of specific data. All storage medium or document containing related personal data will bear the same treatment.

In witness whereof, the parties sign two original copies of the present Framework Agreement at the place and on the date indicated above.

FOR THE UNIVERSIDADE DE VIGO

The Rector

**FOR THE FUNDAÇÃO MINERVA/
UNIVERSIDADE LUSÍADA/COMEGI**

The Rector

Manuel Joaquín Reigosa Roger

Prof. Doutor Afonso d'Oliveira Martins