



# GENERAL COOPERATION AGREEMENT BETWEEN UNIVERSIDADE DE LISBOA AND PONTIFICIA UNIVERSIDAD CATÓLICA DEL ECUADOR

## 1. INTRODUCTION

Universidade de Lisboa, located at Alameda da Universidade - Cidade Universitária, 1149-004 Lisboa - Portugal, represented by its Rector, Professor António Cruz Serra and Pontificia Universidad Católica del Ecuador, located at Av. 12 de octubre 1076 and Roca in Quito-Ecuador, represented by its Rector, Fernando Ponce León, SJ hereinafter referred to as "parties", establish this Agreement, considering that it is in their best common interest to develop cooperation activities in their own areas, in accordance with the binding legal rules and regulations.

## 2. BACKGROUND

## Universidade de Lisboa (ULisboa)

Universidade de Lisboa (ULisboa) results from the merger of the former Universidade de Lisboa and the Universidade Técnica de Lisboa, as well as the University Stadium of Lisbon, integrating the respective organic units and preserving all the powers, competences, rights and obligations existing at the merger date, thus continuing a story with more than seven centuries. In the sequence of this merger, the University Stadium of Lisbon joined the ULisboa.

This process results from the desire to bring together, in the same institution, the different areas of knowledge, thus creating better conditions to accompany the contemporary evolution of science, technology, the arts and the humanities.

The decision made by the two academic communities, in a framework of great participation and involvement of the governing bodies of the University and the Schools, is designed to build a research university committed to teaching, innovation and transfer of technology, focused on people, which values knowledge, merit and participation, involved with Portuguese society and the Lisbon region, with a European dimension and open to the world

# Pontificia Universidad Católica del Ecuador (PUCE)

Pontificia Universidad Católica del Ecuador is a private, autonomous non-profit legal entity existing within a National University System (SINAPUCE), created by the Decree dated July 2, 1946, published in the Official Gazette No. 629 on July 8, 1946, and built by the Holy See on July 16, 1954.

PUCE is an academic community which rigorously and critically contributes to the protection and development of human dignity and cultural heritage through research, teaching, community engagement and continuous training. These are offered through various services to local and international communities, with particular care aimed at the ethical dimensions of all fields of human knowledge and praxis, both individually and socially. Within this framework, PUCE advocates the respect towards human dignity and the rights of human beings and their transcendental values, supports and fosters the implementation of justice within all the spheres of existence, examining in depth the reality through the methods corresponding to each academic discipline, and then establishing a dialogue between diverse disciplines so that they may enrich one another. Thus, PUCE intends to integrate knowledge and performance by fostering the personal commitment of each individual and all members of the university community in order to fulfill its institutional goals through dialogue and participation.

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#### 3. OBJECT

The purpose of this Agreement is to establish cooperation between the parties involved, in order to develop academic, scientific and cultural activities.

## 4. SCOPE OF COLLABORATION

The parties agree upon the development of the following activities:

- 1. Research and teaching.
- 2. Technical cooperation.
- 3. Joint projects.
- 4. Academic staff exchanges.
- 5. Student exchanges.
- 6. Documentation and information.

#### 5. SPECIFIC AGREEMENTS

In order to execute the activities foreseen in this Agreement, specific agreements shall be signed where the object and commitments of each of the parties shall be set forth, with the financing schemes, if applicable, and signed settlement minutes for each program, as well as other such clauses established by mutual agreement.

#### 6. INTELLECTUAL PROPERTY

Joint research activities that produce results that are subject to the protection of intellectual property should be considered in the Specific Agreements or Addenda to this Agreement. Both universities must work together to comply with their own specific Regulations

#### 7. FUNDING

The parties involved are responsible for seeking the necessary financial support for the development of activities under this Agreement and the Specific Agreements or Addenda, which are signed later.

Scholarships for student's mobility will be subject to the budget of both institutions, respecting the principle of reciprocity. A specific agreement with the number, requisites, and general conditions concerning these scholarships must be signed and it will be review annually, taking into account the budget defined by each university.

## 8. INSURANCE

All students participating in mobility programmes must provide adequate and valid proof of health insurance for the whole of their mobility period, respecting the terms specified by the host institution before the start of the trip.

## 9. MANAGEMENT OF THE AGREEMENT

The management of this Agreement will be carried out by the International Relations office from each university involved.

They will prepare an annual follow-up report by the end of the term date of this Agreement, which must describe all actions carried out, and should present an evaluation of their results.





#### 10. EFFECTIVE TERM

This Agreement will become effective upon the date of its signature, and will be valid for a period of 5 years, after which it may be renewed for the same period, subject to the communication and delivery of the intention to do so by one of the parties, by a minimum of 90 days before the end of the term date of this agreement.

## 11. TERMINATION

This agreement may be terminated for any of the following causes:

- a) Due to the termination of its validity period;
- b) Due to force majeure or fortuitous events that prevent the fulfilment of the object of this agreement. This shall be duly justified by the party proposing the termination, within sixty (60) days after the fortitudinous event has taken place;
- c) By mutual agreement of the parties; and
- d) By decision of any of the parties to terminate this Agreement, as long as the other party has failed to comply with any of the clauses set forth in this instrument, which shall be expressed and justified to the other party at least sixty (60) days in advance.

However, the termination of this agreement due to any of the aforementioned causes shall not affect the conclusion of the object and obligations that the parties have committed to and are currently executing at the moment of said termination, unless otherwise agreed by the parties.

## 12. MODIFICATIONS

Any alteration to this Agreement has to be accepted by both parties at the request of either party through the execution of the corresponding Modification Addendum, which shall be valid starting from the date of its last signature.

# 13. DISPUTE SETTLEMENT

Both parties irrevocably state that if any controversies should arise from this Agreement, these shall be resolved through mutual agreement.

This Agreement was read by both parties, who being aware of its full extent, hereby sign it in duplicate.

Place and date: 18/10/2019

Place and date:

Universidade de Lisboa

Pontificia Universidad Católica del Ecuador

Prof. Doutor António Cruz Serra Rector

Dr. Fernando Ponce León, S.J. Rector

