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**PROTOCOL OF INTENT ON COOPERATION
BETWEEN
THE INSTITUTO POLITÉCNICO DE PORTALEGRE (IPP)
AND**

**NATIONAL TECHNICAL UNIVERSITY OF UKRAINE "IGOR SIKORSKY KYIV POLYTECHNIC
INSTITUTE" (IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE)**

Between:

THE INSTITUTO POLITÉCNICO DE PORTALEGRE, public higher education institution, collective person of public law, endowed with statutory, pedagogical, scientific, cultural, administrative, financial, patrimonial and disciplinary autonomy, with headquarters at Praça do Município, no. 11, 7300-110 Portalegre, Portugal, with the NIPC 600 028 348, email: secretariado.presidencia@ippportalegre.pt, hereafter designated as IPP, represented by its President, Luís Carlos Loures, as the **First Party**;

AND

NATIONAL TECHNICAL UNIVERSITY OF UKRAINE "IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE", public higher education institution with headquarter at 37, Prosp. Peremohy, 03056, Kyiv, Ukraine, email: mobilnist@kpi.ua, academicmobilitykpi@gmail.com, hereafter designated as IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE, represented by Rector, Mykhailo ZGUROVSKY, as the **Second Party**; hereinafter – the Parties,

Whereas:

- The development of partnerships in international cooperation training and mobility between higher education institutions from different countries is fundamental as it allows an enriching experience for teachers, students and researchers from each institution, at academic, research or personal level, through contact with different teaching and research methods, in a multicultural context;
- Between the IPP and IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE good partnership practices already exist and should be further developed;
- Both institutions are linked by common academic and cultural interests;
- The possibility of such partnerships represents a demand of new students for both institutions of higher education;





- The incentive to the participation of the **IPP** and **IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE** in bilateral academic projects will foster the creation, transmission and diffusion of knowledge, enhancing the pursuit of the mission of both institutions;

The present protocol of intent on cooperation is celebrated between the signatories, who have full legal capacity and powers for that purpose, under the terms of the following clauses, in accordance with the legislation in force in their respective countries:

FIRST CLAUSE

PURPOSE

- 1 – The present protocol of intent on cooperation (hereinafter – Protocol) between the Polytechnic Institute of Portalegre (**IPP**) and National Technical University of Ukraine “Igor Sikorsky Kyiv Polytechnic Institute” (**IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE**) aims to establish the conditions for the development of:
 - a) International cooperation between the institutions;
 - b) Mobility of teachers, students and researchers;
 - c) Promotion of the interest for teaching and research activities of the respective institutions;
 - d) Joint research projects;
 - e) Advanced training and capacity building of **IPP** and **IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE** faculty members.
- 2 – The cooperation foreseen in this protocol will include, in a more specific way, namely:
 - a) Institutional exchanges of faculty, students and researchers of the partner institutions in order to participate in a variety of higher education and/or research and professional development activities;
 - b) The development of joint research projects in the areas of Business and administration, Computer Engineering and Environmental Protection Technology;
 - c) Development of advanced training and capacity building of teachers in research, pedagogical innovation, and technological development.

SECOND CLAUSE

PROTOCOL'S IMPLEMENTATION

- 1 – In order to implement and execute the present Protocol, the necessary actions shall be defined and executed in specific agreements for each of the matters foreseen in the First clause of the present Protocol or others that the Parties consider to be intrinsically correlated, which will



include the respective work plans, to be agreed in writing, in particular by concluding separate agreements, between the Parties, in terms that comply with that set forth herein.

- 2 – The actions to be developed based on this Protocol will be coordinated by both institutions, according to the area of action in which the actions are inserted.

THIRD CLAUSE COORDINATION

- 1 – The IPP and IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE shall designate a coordinator to supervise and facilitate the implementation of this protocol. The coordinators, working with other competent administrators at their respective institutions, shall:
 - a) Promote academic collaboration, both with faculty and students, as well as researchers, for study and research purposes;
 - b) Act as main contacts for individual and group activities, plan and coordinate all activities within their institutions as well as with the partner institution;
- 2 – The IPP designates as Coordinator of this Protocol Maria José Marcelino Madeira D'Ascensão, and IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE designates as Coordinators of this Protocol: Nataliia Seminska, Institutional Coordinator, Vice-Rector for Students Affairs; Olga Demydenko, Head of Academic Mobility Office; Artem Sazonov, Academic Coordinator (Faculty of Chemical Engineering), to ensure and coordinate the development and conduct of joint activities by the Parties. The Coordinators will be the contact through which each Institution can present proposals to carry out joint activities.
- 3 – The Coordinators will also be responsible for evaluating the activities developed under this Protocol, in respect for the practices established for such purposes in each Institution.

FOURTH CLAUSE FINANCIAL RESOURCES

The IPP and IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE determine that all financial conditions related to the different projects to be developed shall be negotiated and mutually established, case by case, in the respective specific agreements to be signed by the Parties.

FIFTH CLAUSE MOBILITIES

- 1 – The exchange of students shall normally last one or two semesters, and any extension shall be agreed upon between the participants and the parties. In specific cases the duration may be



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less than one semester.

- 2 – The exchange period for teachers and researchers will be defined according to each situation and should be of mutual interest.
- 3 – Applications should be submitted through the candidates' home institutions.
- 4 – The academic performance of the students will be evaluated by the teachers or researchers of the host institution, according to the standards in force, unless explicitly agreed otherwise.
- 5 – The recognition of the students' training credits will be the responsibility of the home institution.
- 6 – In order to be considered at the host institutions, applicants must submit all the required documentation. The required documentation and instructions will be part of the information package that will be available at each institution for interested candidates.
- 7 – The students shall remain enrolled at their home institutions, where they shall pay all fees and tuition fees and shall be exempt from payment of normal fees and tuition fees at the host institutions.

SIXTH CLAUSE

COSTS

- 1 – Expenses for accommodation, transport, as well as those of a personal nature shall be the responsibility of teachers, students and researchers.
- 2 – Within the scope of this protocol, it is mandatory that teachers, students and researchers have a valid international health insurance for the period of the activities.
- 3 – The host institutions shall assist the visitor, as far as possible, in academic matters.

SEVENTH CLAUSE

DATA PROTECTION

- 1 – **IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE** declares that it has taken note of the Privacy Policy and Personal Data Treatment of the IPP, available at the IPP's website at: <https://pae.ipportalegre.pt/policy/rgpd>.
- 2 – Each Party undertakes to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, in its current wording - General Data Protection Regulation - and other applicable legislation, not disclosing personal data belonging to the other Party and other stakeholders, to which it may have access during the development of the work, or any activity carried out under the object of this protocol. The Parties undertake to comply with their respective Privacy Policies.



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- 3 – The Parties authorize that their contact data, to be indicated for the effect, may be used for purposes of dissemination of the established partnerships.

EIGHTH CLAUSE

CONFIDENTIALITY

- 1 – The Parties agree that, for the purposes of this Protocol, all information contained in the following is considered confidential provided that such information is marked "confidential" in writing:
- a) Disclosed by IPP in relation to this Protocol, including before its signature;
 - b) Disclosed by IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE in relation to this Protocol, including before its signature;
 - c) Any other proprietary information of IPP or Igor Sikorsky Kyiv Polytechnic Institute, marked "confidential", which is by nature confidential, is disclosed in circumstances of confidence, or which should be reasonably understood to be treated confidentially.
- 2 – The terms contained in this clause shall survive the termination by any means of this Protocol and shall apply for a period of five (5) years after the termination thereof.

NINETH CLAUSE

PROHIBITIONS ON EMPLOYMENT

- 1 – Under this Protocol and the respective separate agreements, no employment relationship shall be established between the Parties and the teachers, students and researchers carrying out the respective activities under the terms of these agreements.

TENTH CLAUSE

DURATION AND TERMINATION

- 1 – This Protocol shall enter into force upon signing by the Parties and shall be in force for 5 (five) years, unless previously terminated by any of the Grantors.
- 2 – The termination by one of the Parties of this Protocol shall be carried out upon written notification to the other party at least ninety (90) days prior to the effective date of such termination, always respecting the previous commitments undertaken. If such notification is made, this Protocol shall be terminated:
- a) At the end of such ninety (90) days; or
 - b) When all teachers, students or researchers carrying out activities under this Protocol and the respective separate agreements terminate those activities.



- 3 – The termination does not generate any penalty for any of the Parties and neither the IPP nor **IGOR SIKORSKY KYIV POLYTECHNIC INSTITUTE** shall be liable to the other for any losses that may arise therefrom.

ELEVENTH CLAUSE

SETTLEMENT OF DISPUTES

- 1 – In case of any disputes / disagreements the Parties are obliged to settle them by means of negotiations.

TWELVETH CLAUSE

CHANGES AND AMENDMENTS

- 1 – The present Protocol may be changed / amended, in writing, by mutual consent of the Parties.
2 – The changes / amendments, always agreed upon by the Parties, shall be implemented by means of addenda by means of concluding supplementary agreements and shall enter into force on the date of signature of said instrument by both Parties.
3 – The change / amendment shall be preceded by a proposal, based on concrete reasons that justify the change / amendment to the present Protocol.

THIRTEEN CLAUSE

NOTIFICATIONS

Any notification required by, or relative to, the present Protocol shall be made in writing and delivered to the other Party by personal delivery, registered post or email.

FOURTEENTH CLAUSE

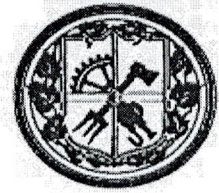
DOUBTS AND OMISSIONS

Any situations not foreseen in the present protocol, as well as any doubts arising from its application, shall be resolved by a joint decision of the Contracting Parties.

FIFTEEN CLAUSE

THE APPLICABLE LAW

- 1 – In all that is not expressly regulated by the present Protocol, the Parties are expressly subject to the law of its country by virtue of its execution and local acts of each of the Parties.
2 – In case the terms of separate contracts/agreements aimed at the implementation of the present Protocol differ from the terms of the present Protocol, the terms of separate



agreements shall prevail.

And for being in agreement with the above content and conditions, the Parties sign the two (02) copies of this Protocol, which the Parties acknowledge as authentic, each one remaining for each of the Parties.


Portalegre, *04 de Outubro* de 2022

Instituto Politécnico de Portalegre


Luís Carlos Loures
President

Kyiv, date: *October 05,* 2022

National Technical University of Ukraine "Igor Sikorsky Kyiv Polytechnic Institute" (Igor Sikorsky Kyiv Polytechnic Institute)


Mykhailo ZGUROVSKY
Rector

