

CULTURAL AND SCIENTIFIC AGREEMENT BETWEEN THE UNIVERSITY OF PORTO AND THE UNIVERSITY OF CUENCA

The University of Porto, Porto, Portugal, represented by its Rector, Professor António Sousa Pereira, with official address at Praça Gomes Teixeira, 4099-002 Porto, Portugal, and the University of Cuenca, Cuenca, Azuay, Ecuador, represented by its Rector, Professor Pablo Vanegas, with official address at avenida 12 de abril y avenida Loja, Cuenca, Azuay, Ecuador:

considering the importance of establishing cultural and scientific exchanges, which could contribute to the progress and encounter to different cultures;

considering that both universities are bound with the same interests and objectives in the academic and cultural fields;

considering that universities are institutions called by the essence, goals and objectives, to establish communication channels, which would allow to exchange cultural and scientific knowledge;

agree to establish formally the following cultural and scientific agreement.

ARTICLE 1

The two universities agree to the following objectives:

1. Increase the scientific and cultural relationship;
2. Further the development of mutual collaboration;
3. Exchange of information, materials and scientific information in those fields which are of interest to both universities;
4. Promote teaching and researching in fields of mutual interest;
5. Promote the mobility of teachers, staff, researchers and students between both universities;
6. Curriculum development;
7. Preparation of joint research projects;
8. Participation in seminars and academic meetings;
9. Exchange of accreditation procedures and standards.

ARTICLE 2

The two universities agree to identify specific areas of collaboration and to design projects of academic collaboration that shall be determined by mutual accord in writing (addendums) and will not exceed the validity of the present agreement.

ARTICLE 3

Matters arising in relation to the implementation of the joint academic projects shall be negotiated and dealt with between the two universities on a case-by-case basis.

All the expenses in executing the agreement will be negotiated and subject to the approval of the involved faculties, schools, institutes or departments of both Universities.

ARTICLE 4

Any potential beneficiary personnel participating in the initiatives and/or activities protected, derived and/or developed within the scope of that CULTURAL AND SCIENTIFIC AGREEMENT BETWEEN THE UNIVERSITIES OF PORTO AND CUENCA shall always be, adequately and timely, notified of all situations where the need to transfer personal data is verified (from here called "Personal Data and Information") to the associated institution. The owner of the Personal Data and Information, once it proves to be justifiable, may oppose the transfer of it.

ARTICLE 5

In the case that the Personal Data and Information would be treated by a subcontractor on behalf of the receiving Institution, whether individual and/or collective, public and/or private authority, agency and/or other body, it must be ensured that the subcontractor offer sufficient guarantees of execution of adequate technical and organizational measures so that the protection treatment of the Personal Data and Information satisfies the requirements of this CULTURAL AND SCIENTIFIC AGREEMENT and, in this way, ensuring that there is a high level protection of the rights of the holders of the Personal Data and Information which are objects of the transfer. The subcontractor may only contract another subcontractor through the prior authorization, in writing, of both Institutions that sign this CULTURAL AND SCIENTIFIC AGREEMENT.

ARTICLE 6

The treatment and use of the Personal Data and Information made in the terms of the previous articles must follow a logic of good faith, observing particularly the principles of purpose, adequacy, necessity, free access, quality of data, transparency, security, prevention, non-discrimination, responsibility and accountability.

ARTICLE 7

In situations where violation and/or security incidents are verified that may lead to risks or damages to the Personal Data and Information protected under the scope of this CULTURAL AND SCIENTIFIC AGREEMENT, each party signing this agreement shall notify the another party, within a period not exceeding 72 hours, the nature of the violation of the Personal Data and Information, providing a brief report regarding to the Personal Data concerned, the possible consequences and the corrective measures taken to repair the verified violation.

ARTICLE 8

The present agreement becomes effective on the date of its signature and is valid for the period of five (5) years after which it will be automatically terminated.

The agreement may be renewed upon mutual written consent by both universities at least six (6) months prior to the date of termination.

ARTICLE 9

Any modification to the present agreement shall be undertaken by mutual decision in writing and any new changes will start on a date agreed by both universities.

ARTICLE 10

Either university may terminate this agreement by giving six (6) months' notice in writing. Termination of the agreement is subject to finalization of decided common projects and activities.

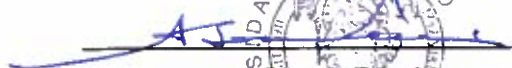
Fully accepting the articles stated above, the parties hereby sign this agreement in four (4) equally dated copies, two in English and two in Spanish, with a copy in each language for each party.


U. PORTO



Porto, 22, 02, 2019

Cuenca, 4, 02, 2019


Prof. António Sousa Pereira
Rector
University of Porto


Prof. Pablo Vanegas
Rector
University of Cuenca

UNIVERSIDAD DE CUENCA



