

**GENERAL COOPERATION AGREEMENT  
BETWEEN  
UNIVERSIDADE DE LISBOA  
AND  
WASEDA UNIVERSITY**

**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 Waseda University located at 1-104 Totsuka-machi, Shinjuku-ku, Tokyo 169-8050 Japan, represented by its President, Aiji Tanaka 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. THE OBJECT**

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

**3. ACTIVITIES**

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.

All the academic cooperation projects developed within the scope of this document must be established by means of a Specific Agreement or Addendum, whose duration should not exceed the term date of this Agreement.

**3.1 - Research and teaching** - The parties commit to cooperate in research and teaching at both undergraduate and graduate level.

**3.2 - Technical cooperation** - The parties commit to establish cooperation procedures for the planning and implementation of studies and projects in their areas of expertise.

**3.3 - Joint projects** - The parties commit to promote joint programmes for studies and projects, and to encourage the creation of joint teams for the submission of applications for international funding programmes, through the Specific Agreements or Addenda.

**3.4 - Academic staff exchanges** - The parties commit to promote the exchange of academic staff for teaching, research, advisory activities, and experience sharing, through the Specific Agreements or Addenda.

**3.5 - Student exchanges** - The parties commit to promote student exchanges at undergraduate, graduate, or research levels, based on the principle of reciprocity. The parties commit to grant scholarships for exchange students, whenever possible.

**3.6 - Documentation and information** - The parties will always ensure that they are mutually up-to-date and extensively informed about the development of every cooperation action, through sending documentation and sharing the results of previous non-confidential studies. The joint production of documents will be encouraged, including that of scientific and technical articles for journals and scientific events which originate from the activities of this Agreement.

#### **4. 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

#### **5. Confidential Information**

5.1-Each party hereto shall keep strictly confidential any information that was specified as confidential and disclosed by the other party in the form of documents, information or goods, whether given orally, in writing, by electronic media or any other means. The parties hereto shall not use any confidential information for any purpose other than that of the Agreement. Neither of the parties hereto shall disclose nor divulge such information to any third party without the prior consent of the other party. In the event a party discloses the above-described documentation and information, etc. to the other party in a form other than in writing, such disclosing party shall notify the other party of the confidentiality within seven (7) days following the disclosure.

5.2-Notwithstanding the preceding paragraph, the confidentiality obligations provided for in the preceding paragraph shall not apply to the party receiving such information if such information falls under any of the following:

- (1) the information was already in the possession of the receiving party at the time of the disclosure thereof by the other party;
- (2) the information was publicly known at the time of the disclosure thereof by the other party;
- (3) the information entered the public domain after the disclosure thereof through no fault of the receiving party; and
- (4) the information was properly obtained from a third party acting with authorization or consent of the disclosing party without being under any confidentiality obligations.

5-3The provisions of the preceding two paragraphs shall survive any expiration or termination of the Agreement.

#### **6. Protection of Personal Information**

Based on the Agreement, both parties hereby agree not to divulge or expose any personal information obtained through the performance of the MOU to any third-party except for in cases where (i) the prior written consent of the relevant person is obtained, (ii) the laws and regulations allow or compel the disclosure of relevant information, (iii) it is necessary in an emergency for the protection of the life, body, or property of a certain individual, or (iv) a competent authority requests the disclosure of relevant information. This provision shall survive the termination of the MOU.

#### **7. FUNDING**

7.1 – 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 at a later date.

7.2- Scholarships may be granted to mobility students under this Agreement, with due respect for the principle of reciprocity. The number, requisites, and general conditions concerning these scholarships will be set annually, taking into account the budget defined by each university.

#### **8. MANAGEMENT OF THE AGREEMENT**

The management of this Agreement will be carried out by a Coordinating Committee, composed of representatives from each university involved, which will be responsible for all the areas involved.

#### **9. INSURANCE**

All participants 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.

**10. EFFECTIVE TERM AND ALTERATIONS TO THE AGREEMENT**

10.1-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.

10.2-Any alteration to this Agreement has to be accepted by both parties, and will be subject to the same procedure as that used for the first agreement.

10.3-In the event of termination, both universities will take all necessary measures to avoid any prejudice to themselves or others, and all ongoing actions will be implemented until their conclusion.

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

Prof. Doutor António Cruz Serra  
Rector

Prof. Aiji Tanaka  
President

Signed on / /

Signed on 7/20/2020

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN UNIVERSIDADE DE LISBOA AND WASEDA UNIVERSITY**

In order to further strengthen the cooperation between the two universities we hereby agree to establish the following reciprocal student exchange programme based upon principles of mutual benefit.

1. Each year, during the term of this Addendum, one university may send up to two student, either undergraduate or graduate, to be enrolled at the other university. One student in attendance for an academic year can account for up to one student each semester. It is understood that a balance in the number of students exchanged shall be sought over a five year period.
2. Students will be selected by their home university on the basis of academic merit and suitability for study at the host university. The names and details of the students shall be submitted to the host university beforehand for approval. The host university reserves the right to reject candidates, in which case additional candidates may be proposed.
3. Exchange students shall be enrolled as non-degree students at the host university with credit to be transferred back to the home university. The duration of the students' stay shall be one academic year or one semester. Transcripts will be provided to the home university.
4. Exchange students shall be subject to the rules and regulations of the host university and country. They will also have the rights and privileges enjoyed by all students of the host university.
5. Exchange students shall be entitled to participate in any pre-academic courses or programmes that are arranged for foreign students at the host university.
6. Exchange students shall pay whatever fees required of them by their home university in order to participate in the programme and shall be exempt from paying tuition and academic fees to the host university. The tuition fees system at the host university will be communicated to the incoming student and the home university prior to its annual recruitment process.
7. Each university shall make every reasonable effort to assist exchange students in finding suitable accommodation. The payment of housing costs and payment for all travel, medical insurance and subsistence costs shall be the responsibility of the individual student participating in the programme and neither university shall be held liable for such charges. Students selected shall satisfy the home university that they have adequate funds for transportation to and from the home university and for subsistence during their stay.
8. International Relations office of Universidade de Lisboa and the Center for International Education of Waseda University shall be the offices responsible for the administration of this student exchange programme.

9. This Addendum shall become effective on the date of signing for five years and may be automatically renewed for successive five-year periods unless either university gives the other written notice of its desire either to terminate or to revise the Addendum twelve months prior to the termination of a given five-year period.

*The undersigned agree to this addendum on behalf of their respective university:*

*On behalf of Universidade de Lisboa*

*On behalf of Waseda University*

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Prof. Doutor António Cruz Serra  
Rector

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Prof. Aiji Tanaka  
President

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Date

*July 20, 2020*

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Date