

**COOPERATION PROTOCOL BETWEEN
THE INSTITUTO POLITÉCNICO DE PORTALEGRE (IPP) AND
INSTITUT AGAMA ISLAM NEGERI CURUP (IAIN CURUP)**

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 geral@ipportalegre.pt, hereafter designated as **IPP**, represented by its President, Luís Carlos Loures, as the **First Party**;

THE INSTITUT AGAMA ISLAM NEGERI CURUP, a State Islamic Institute whose address is at Jl. Dr. AK Gani No. 01, Curup, Dusun Curup, Kec. Curup Utara, Kabupaten Rejang Lebong, Bengkulu 39119, Indonesia, email: admin@iaincurup.ac.id, hereinafter referred to as **IAIN Curup**, represented by its Rector, Prof. Dr. Idi Warsah, M.Pd.I, as the **Second Party**.

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 the **IAIN Curup** 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 the **IAIN Curup** in bilateral academic projects will foster the creation, transmission and diffusion of knowledge, enhancing the pursuit of the mission of both institutions;



The present cooperation protocol 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 cooperation protocol between the Polytechnic Institute of Portalegre (IPP) and Institut Agama Islam Negeri Curup (IAIN Curup) 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 IAIN Curup 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 dan social sciences;
 - 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 the present protocol, the necessary actions shall be defined and executed in specific agreements for each of the matters foreseen in the previous clause or others that the Contracting Parties consider to be intrinsically correlated, which will include the respective work plans, to be agreed in writing between the Parties, in terms that comply with that set forth herein.
- 2 – The actions to be developed based on this cooperation 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 **IAIN Curup** shall designate a coordinator, for each Grantor, 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 cooperation protocol Maria José Marcelino Madeira D'Ascensão, and **IAIN Curup** designates as Coordinator of this cooperation protocol Prof. Dr. Idi Warsah, M.Pd.I, to ensure and coordinate the development and conduct of joint activities. 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 **IAIN Curup** 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.

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 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 – **IAIN Curup** 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.
- 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 cooperation protocol, all information contained in the following is considered confidential:
 - a) In this cooperation protocol;

- b) Disclosed by IPP in relation to this cooperation protocol, including before its signature;
 - c) Disclosed by IAIN Curup in relation to this cooperation protocol, including before its signature;
 - d) Any other proprietary information of IPP, marked "confidential", which is by nature confidential, is disclosed in circumstances of confidence, or which IAIN Curup should reasonably understand to be treated confidentially.
- 2 – The terms contained in this clause shall survive the termination by any means of this cooperation protocol and shall apply for a period of five (5) years after the termination thereof, or five (5) years after the completion of the last activities carried out under it, whichever is later.

NINTH CLAUSE

PROHIBITIONS ON EMPLOYMENT

Under this Protocol and the respective specific agreements, no employment relationship shall be established between the Grantors 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 and shall be in force for five years, unless previously terminated by any of the Grantors.
- 2 – The termination by one Grantor shall be carried out upon written notification to the other Grantor 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 cooperation protocol and the respective specific agreements terminate those activities.
- 3 – The termination does not generate any penalty for any of the Grantors and neither the IPP nor IAIN Curup shall be liable to the other for any losses that may arise therefrom.

ELEVENTH CLAUSE

INDEMNITY AND EXEMPTION OF GUARANTEES

- 1 – The IPP undertakes to indemnify, and hold harmless IAIN Curup, its rectory, administrators,

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employees and any agents against any and all claims, actions, liabilities, damages, judicial or other claims, costs and expenses of every nature and kind that IAIN Curup may incur at any time, arising from IPP's failure to comply with its obligations under this protocol and subsequent agreements and/or negligent performance of its obligations under this protocol or subsequent agreements.

- 2 – IAIN Curup undertakes to indemnify, and hold harmless the IPP, its administrators, directors, officers, employees and any agents against any and all claims, actions, liabilities, damages, judicial or other claims, costs and expenses of every nature and kind that IPP may incur at any time, arising from the failure of IAIN Curup to comply with its obligations under this protocol and subsequent agreements and/or negligent performance of its obligations under this protocol or subsequent agreements.

TWELVETH CLAUSE

AMENDMENTS

- 1 – The present cooperation protocol may be amended, in writing, by mutual consent of the Parties.
- 2 – The amendments, always agreed upon by the Parties, shall be implemented by means of addenda and shall enter into force on the date of signature of said instrument by both Parties.
- 3 – The amendment shall be preceded by a proposal, to be presented at least 60 working days prior to the end of its validity, based on concrete reasons that justify the extension.

THIRTEENTH CLAUSE

NOTIFICATIONS

Any notification required by, or relative to, the present Cooperation 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.

FIFTEENTH CLAUSE

THE APPLICABLE LAW

- 1 – In all that is not expressly regulated by the present Cooperation Protocol, the Parties are

expressly subject to Portuguese law by virtue of its execution.

- 2 – Should any dispute arise in relation to this cooperation protocol, the Parties agree to submit to the jurisdiction and authority of the courts of the city of Portalegre and renounce any other jurisdiction to which they may be entitled.

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, October 30, 2023

Instituto Politécnico de Portalegre



Luís Carlos Loures

President

Institut Agama Islam Negeri Curup



Prof. Dr. Idi Warsah, M.Pd.I

Rector

