

PROTOCOL

BY AND BETWEEN:

I. **China Three Gorges (Portugal) Sociedade Unipessoal, Lda.**, a Portuguese limited liability company, with registered offices located at Rua Braamcamp, n.º 40, piso 9, Escritório 9 – E, 1250-050 Lisboa, with a share capital of EUR 1,000,000.00 Portuguese tax-payer number 510.665.926, hereby represented by Mr. Shengliang Wu, as Directors, hereinafter simply referred to as “**CTG PT**”;

AND

II. **Universidade do Porto**, a Portuguese Higher Education Institution, with official address at Praça Gomes Teixeira, 4099-002 Porto, Portugal, hereby represented by its Rector, Professor Sebastião Feyo de Azevedo, hereinafter simply referred to as “**Universidade do Porto**”;

III. **Universidade de Coimbra**, a Portuguese Higher Education Institution, with official address at Paço das Escolas, 3004-531 Coimbra, Portugal, hereby represented by its Vice Rector, Professor Madalena Moutinho Alarcão Silva, hereinafter simply referred to as “**Universidade de Coimbra**”;

IV. **Universidade de Lisboa**, a Portuguese Higher Education Institution, with official address at Alameda da Universidade – Cidade Universitária – 1649-004 Lisboa, Portugal, hereby represented by its Vice Rector, Professor Eduardo Manuel Baptista Ribeiro Pereira, hereinafter simply referred to as “**Universidade de Lisboa**”;

V. **Universidade Nova de Lisboa**, a Portuguese Higher Education Institution, with official address at Campus de Campolide, 1099-032 Lisboa, Portugal, hereby represented by its Vice Rector, Professor João de Deus Santos Sàãgua, hereinafter simply referred to as “**Universidade Nova**”;

VI. **Universidade de Aveiro**, a Portuguese Higher Education Institution, with official address at Campus Universitário de Santiago, 3810-193 Aveiro, Portugal, hereby represented by its Rector, Professor Manuel António Cotão de Assunção, hereinafter simply referred to as “**Universidade de Aveiro**”;

VII. **Universidade do Algarve**, a Portuguese Higher Education Institution, with official address at Campus da Penha, 8005-189 Faro, Portugal, hereby represented by its Rector, Professor António Manuel da Costa Guedes Branco, hereinafter simply referred to as “**Universidade do Algarve**”;

VIII. **Universidade do Minho**, a Portuguese Higher Education Institution of foundation nature, with official address at Largo do Paço, 4704-553 Braga, Portugal, hereby represented by its Rector, Professor António M. Cunha, hereinafter simply referred to as “**Universidade do Minho**”;

IX. **Universidade Católica Portuguesa**, a Portuguese Higher Education Institution, with official address at Palma de Cima, 1649-023, Lisboa, Portugal, hereby represented by its Vice Rector, Professora Teresa Lloyd Braga, hereinafter simply referred to as “**Universidade Católica**”.

Universidade do Porto, Universidade de Coimbra, Universidade de Lisboa, Universidade Nova, Universidade de Aveiro, Universidade do Algarve, Universidade do Minho and Universidade Católica hereinafter referred to as the “Universities” and each as the “University”.

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CTG PT and Universities hereinafter jointly referred to as the "Parties".

WHEREAS:

- A) In the recent years, with the development of the relationship between the People's Republic of China and Portugal, various agreements were signed with a view to promote the mutual investment, economic development and culture exchanges and enhance the comprehensive strategic partnership between the two countries to a higher level;
- B) Universities have been assigned a decisive role in both knowledge economy and in the education of human resources capable of facing the challenges of global competitiveness;
- C) The Universities in pursuit of their mission, stimulate artistic, cultural, sport and scientific activities, and promote spaces of experimentation and support for the development of skills and attitudes, in particular those relating to the collective and social participation;
- D) Each of the Universities is a reference academic institution in the Portuguese speaking world with a history of establishing links with China, enabling the exchange of people and ideas which increased common and shared knowledge, contributing to the very special relation that exists between the two countries;
- E) To further foster cooperation between Portugal and China, CTG has been providing, since 2016, financial support to Universidade do Porto, Universidade de Coimbra and Universidade de Lisboa for the granting by the latter of scholarships to Portuguese Nationality students who wish to obtain a Master Degree in Chinese universities (although excluding universities within the Macao Special Administrative Region or the Hong Kong Special Administrative Region of the People's Republic of China) – the "**China Three Gorges Scholarship Program**".
- F) Given the overall success of the China Three Gorges Scholarship Program, CTG wishes to extend said Program to other Portuguese Universities, having invited Universidade Nova, Universidade de Aveiro, Universidade do Algarve, Universidade do Minho and Universidade Católica to participate in the forthcoming years.

Now, therefore, in consideration of the mutual covenants contained herein, the Parties wish to enter into this protocol ("**Protocol**"):

1. SCOPE

- 1.1. Through this Protocol, the Parties hereby set forth the main principles and guidelines for the implementing of a scholarship by each of the Universities, with the financial support of CTG PT, intended to subsidize students of Portuguese Nationality that wish to obtain a Master Degree in several areas of knowledge, including, without limitation, Chinese language and culture, arts, history, archeology, economy, management, engineering and architecture (the "**China Three Gorges Scholarship**" or "**CTG Scholarship**"), said areas to be decided and set out, with regards to each call, by CTG PT.
- 1.2. The award of a financial support by CTG PT to each of the Universities for the promotion of the Higher Education, sets a provision of free character, in which reigns the liberality spirit of CTG PT as a donor.
- 1.3. Notwithstanding the aforementioned, this Protocol shall only be applicable to students of Portuguese Nationality that wish to obtain a Master Degree in Chinese universities other than universities located in the Macao Special Administrative Region or the Hong Kong Special Administrative Region of the People's Republic of China.

2. BENEFICIARIES

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- 2.1. The CTG Scholarship Program to be implemented at each of the Universities is aimed at co-funding the students' higher training and education with recognized merit at Chinese universities, through bi-annual scholarships.
- 2.2. The CTG Scholarship will be aimed preferably at recent graduates from each of the Universities that have had contact with Chinese language and culture and want to deepen their knowledge of Chinese culture and reality and are admitted by a Chinese university (other than a Chinese university located in the Macao Special Administrative Region or the Hong Kong Special Administrative Region) at the time of application for the scholarship.
- 2.3. The candidates to Beneficiaries should meet the cumulative criteria set forth by each of the Universities for each call, which shall include, at the least, the following:
- a) Be a Portuguese Citizen;
 - b) Have graduated from the relevant University up to the academic year immediately prior to the first year of studies in the relevant Chinese university;
 - c) Have graduated from the relevant University with a grade of at least 14 out of 20 in a first cycle or second cycle program;
 - d) Have been admitted in a Master program at a Chinese university (other than a Chinese university located in the Macao Special Administrative Region or the Hong Kong Special Administrative Region) in the moment of the application submission, it being understood that Master programs of 2 years will be preferred over shorter period programs and that programs that do not entail the issuance, by the hosting Chinese University, of the corresponding Master diploma upon their completion will not be considered;
 - e) Possess a fluent level of written and spoken English (level B2 of CEFR) and basic knowledge of Mandarin, as well as other language skills as may be required according to the requirements of the course applied;
 - f) Have a comprehensive study plan for the course applied;
 - g) Have two (2) recommendation letters by the professors of previous courses;
 - h) Not having benefited, in the previous 2 (two) years from a CTG Scholarship addressed at subsidizing a program of the same level (i.e. a previous Beneficiary of a Master Degree Scholarship may not reapply for a second Master Degree Scholarship), unless the relevant candidate has dropped out of the former program by force majeure reasons as per Article 15 of the China Three Gorges Scholarship Regulations. However, in the event that the candidate has dropped out of the Program more than twice he/she will not be eligible for reapplication even if both times the dropping out has been motivated by force majeure.
 - i) Not be the holder of any other scholarship.
- 2.4. Former graduates from the Universities may also be considered, even though recent graduates shall be preferred over them.
- 2.5. The beneficiaries of the CTG Scholarship ("Beneficiaries") will be selected by each of the Universities, in accordance with the rules and procedures further set forth in the China Three Gorges Scholarship Regulations agreed between the Parties and attached hereto as Annex 1, to be implemented by each of the Universities.

3. VACANCY

- 3.1. The CTG Scholarship vacancy is 2 (two) scholarships per call and per University, with a budget of EUR 50.000 (fifty thousand euro) per call and per University.
- 3.2. The CTG Scholarship will be granted under two calls, one for the academic years 2018/2019 and 2019/2020 and the other for the academic years 2019/2020 and 2020/2021, without prejudice to section 7.2 below. Each of said calls shall be opened, at the latest, as of [April 1], 2018 and as of [April 1], 2019, respectively.
- 3.3. Any eventual vacancy, including due to the lack of sufficient or proper candidates, shall be left in blank and shall not accrue to the following call.

3.4 CTG PT may, at its own and full discretion, agree with any University to increase the vacancy of such University if duly justified by the previous application results. The increasing of the vacancy in one or more Universities does not, in any matter, entitle the remaining Universities to claim from CTG the increasing of their own vacancy of CTG Scholarships.

4. AMOUNT OF THE CTG SCHOLARSHIP

4.1. The CTG Scholarship to be granted to each Beneficiary is of EUR 25,000.00 (twenty-five thousand euros) for a period of 24 (twenty-four) months, starting in the beginning of the relevant academic year (i.e. September 2018 or September 2019) and ending on the term of the following academic year (i.e. August 2020 or August 2021, respectively). The payment of the scholarship shall be contracted between each University and their beneficiaries, according to the internal criteria and procedures adopted by each University. Notwithstanding the aforementioned, said criteria and procedures shall take into account the provisions contained in the following paragraphs.

4.2. Without prejudice to section 8.4 below, CTG PT shall transfer the total amount of each of the CTG Scholarships granted by the Universities to the respective selected beneficiaries within each Call in 5 (five) calendar days after receiving the proof of arrival at the selected hosting university in relation to the relevant beneficiary.

4.3. The CTG Scholarship will be paid by each of the Universities to the respective selected Beneficiaries in monthly installments of the amount of EUR 1041.66 (one thousand forty-one euro and sixty-six cents), except for the last installment which will be in the amount of EUR 1041.82 (one thousand forty-one euro and eighty-two cents).

Exceptionally, if and whenever requested by the Beneficiary and with authorization of the relevant University, the first monthly payment may amount to a maximum of EUR 8,000.00 (eight thousand euros), in which case, the remaining amount of the scholarship shall be paid by each of the Universities in monthly installments of an amount corresponding to the difference between the total amount of the scholarship (i.e. EUR 25,000.00), deducted of the amount of the first installment, divided by 23.

4.4. Neither CTG PT nor any entity pertaining to the CTG Group will be liable or responsible before any of the Universities (or any Beneficiary) for any amounts, of any nature, including cost, expenses, taxes, duties, indemnifications, penalties or otherwise, above EUR 25,000.00 (twenty-five thousand euros) per Beneficiary.

4.5. Notwithstanding paragraph 4.4. above, each of the Universities will be paid directly by CTG PT an operating sum in order to cover the administrative costs of each Beneficiary. This amount, in the total of EUR 500.00 (five hundred euros) per Beneficiary, shall be paid to the relevant University in addition to the total amount of the CTG Scholarship as follows: EUR 400,00 (four hundred euros) will be paid together with the respective CTG Scholarships as per section 4.2 above, and the remaining EUR 100.00 within 10 Business Days as of receipt of the report foreseen in section 5 (j) hereunder.

4.6. If a selected Beneficiary drops out of the program of enrollment or is expelled from the hosting university, for any reason whatsoever, he must refund the respective University of the amount of the CTG Scholarship he has eventually received in excess considering the number of months elapsed between the beginning of the first academic year and the moment of the dropping out or expulsion. For the purposes of the relevant calculations, it shall be deemed that each Beneficiary shall be entitled to an amount of EUR 1,041.67 (one thousand forty-one euro and sixty-seven cents), per month.

5. UNIVERSITIES RESPONSABILITIES

Each University shall have the following responsibilities:

- a) Open the calls in due time and assist the candidates on their applications.
- b) Select the Beneficiaries from the candidates in accordance with the criteria, rules and procedures set forth in this Protocol and in China Three Gorges Scholarship Regulations attached hereto as Annex 1.
- c) Provide CTG PT with the selection regulations upon request by CTG PT.

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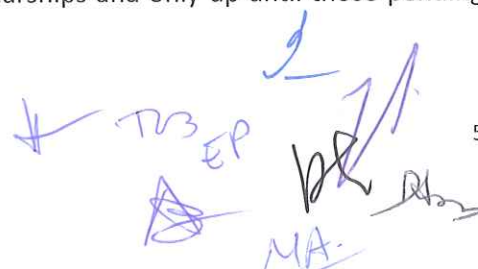
- d) Publish for each call the exact selection criteria, composition of the Jury and calendar for the selection process.
- e) Present the selection results to CTG PT, including the rational and justification for the selection of the relevant Beneficiaries (it being clarified that CTG PT will not be entitled to reject or oppose to the Beneficiaries selected, except in case one or more of the criteria set forth in section 2.3 above is not met with regards to one or more of the selected Beneficiaries).
- f) Notify the results of the selection process to the candidates and publish them in the University's website and send to CTG PT the proof of arrival at the selected hosting university in relation to each of the selected beneficiaries.
- g) Collect the semester and final study progress reports from the Beneficiaries and send them to CTG PT.
- h) Transfer to each Beneficiary the monthly installments of the CTG Scholarship.
- i) Assist the Beneficiaries in the solving of any problems or difficulties related with the CTG Scholarship.
- j) Submit a general report about the execution of the scholarship program per semester by sending it to CTG PT until the end of the second month immediately after the last month of the relevant semester or, in the event that, by that time, there are study progress reports regarding the relevant semester still to be delivered by the Beneficiaries due to pending grades or merits, within 30 (thirty) days as of the date of the study progress report last received or of the deadline for delivery of any such pending reports as per the China Three Gorges Scholarship Regulations, whichever occurs first. The report shall include, at least, information on the study progress of each Beneficiary, his/her merits and any achievements or awards granted to him/her while attending the Program and in connection with said Program, on whether the scholarship's monthly installments have been paid on a timely basis and, further, on whether the Beneficiaries have been the subject of any claims, complaints, punishment, reprimand or penalty (including due to improper behavior) by the hosting university or by the Chinese Authorities.
- k) Immediately inform CTG PT upon becoming aware that any Beneficiary has been the subject of any claims, complaints, punishment, reprimand or penalty (including due to improper behavior) by the hosting university or by the Chinese Authorities.

6. NO EXCLUSIVITY

The Universities acknowledge that CTG PT may enter into similar protocols or agreements with other universities, entities or persons, of any nature and regardless of their nationality, or directly grant any scholarships, with any purpose whatsoever, to legal entities or individuals.

7. TERM

- 7.1. This Protocol shall enter into force as of 29th August 2017 and shall be in force up until the end of the academic year 2020/2021 ("**Initial Term**"), without prejudice to the following paragraph.
- 7.2. This Protocol shall remain in force and be deemed automatically and continually renewed upon the end of the Initial Term or of any of its renovations, each time for one single call (corresponding to 2 academic years), unless CTG notifies the relevant University(ies) that the Protocol shall be terminated as of the end of said Term or renovation at least 120 days prior to the deadline for the opening of the subsequent call (e.g. in respect to the first renovation and for the academic years 2020/2021 and 2021/2022, 120 days prior to April 1 2020, in respect to the second renovation and for the academic years 2021/2022 and 2022/2023, 120 days prior to April 1 2021, etc.).
- 7.3. CTG is entitled to oppose renovation of the Protocol in respect to one, some or all of the Universities. Termination of this Protocol in respect to one, some or all of the Universities shall not affect any pending scholarships that have already been granted at the time of termination under previous Calls, the Parties hereby agreeing that all relevant provisions of this Protocol shall survive its termination and shall bind each Party with regards to, but solely with regards to, those pending scholarships and only up until those pending scholarships remain in force.



7.4. In the event that this Protocol is renovated pursuant to section 7.2 above, this Protocol and the China Three Gorges Scholarship Regulations attached hereto shall apply, *mutatis mutandis*, to all subsequent calls, unless specifically and expressly amended by the Parties.

8. TERMINATION

8.1. Upon occurrence of an event of a serious and/or repeated default by one of the Parties of any of the provisions of this present Protocol, the non-defaulting Party may terminate it on duly justified grounds if, after 10 (ten) working days from the date of submission to the defaulting Party of a written notification by registered mail with acknowledgement of receipt setting out the breach and the underlying reasons, the defaulting Party fails to provide any satisfactory explanations and, cumulatively, does not ensure said breach as well as any consequences thereof stop.

8.2. CTG PT shall also be entitled to terminate this Protocol in respect to one, some or all of the Universities immediately and without prior notice, by registered letter with acknowledgment of receipt, in case:

- a) The majority of the Beneficiaries selected by the relevant University(ies) for a given call is or has been, in the course of an academic year, the subject of claims, complaints, punishment, reprimand or penalty by the Chinese universities or schools in which he/she is or has been attending the course (including due to improper behavior) or by the Chinese Authorities.
- b) The majority of the Beneficiaries selected by the relevant University(ies) for a given call have caused their scholarship to be suspended by the University at least one time and/or cancelled.

8.3. Termination of this Protocol in respect to one, some or all of the Universities shall not affect any pending scholarships that have already been granted at the time of termination, the Parties hereby agreeing that all relevant provisions of this Protocol shall survive its termination and shall bind each Party with regards to, but solely with regards to, those pending scholarships and only up until those pending scholarships remain in force.

8.4. In the event that the University(ies) decide(s) to cancel a scholarship granted to a given Beneficiary pursuant to article 14 of the China Three Gorges Scholarship Regulations, the Parties hereby agree that the amount corresponding to the amount that must be refunded by the Beneficiary under article 14 of the China Three Gorges Regulations, shall be reassigned to the scholarships to be granted pursuant to the subsequent Call and, therefore, deducted to the amount to be transferred by CTG PT to such University(ies) with reference to the scholarships to be granted under said subsequent Call as per section 4.2 above. In case there are no subsequent calls, CTG PT will be entitled to appoint a university or higher education institution to which the relevant University should transfer the amount refunded by the Beneficiary.

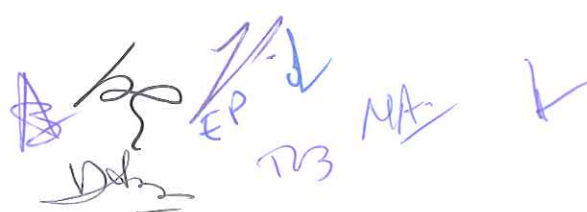
8.5. In case of termination of this Protocol by CTG PT under sections 8.1 or 8.2 above, should there be any amounts that have been transferred to the University(ies) by CTG PT and that have not been used in the granting of CTG Scholarships, nor will be used for the payment of pending CTG Scholarships at the time of termination, CTG PT will be entitled to appoint a university or higher education institution to which the relevant University(ies) should transfer said amounts.

8.6. Notwithstanding the aforementioned, the Parties agree that in no case shall the Universities refund or reimburse CTG PT of any amounts donated by the latter under this Protocol.

9. CONFIDENTIALITY

9.1. The Parties agree to keep secret and confidential and not to use, disclose or divulge to any third party, or to enable or cause any natural or legal person to become aware of the contents and in general any information connected with this Protocol, including any data and information obtained by any of the Parties pursuant to this Protocol and/or any of the events, actions and procedures contemplated hereby.

9.2. The following events shall not constitute a breach of the confidentiality undertaking contained in this clause:



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- a) Disclosure of any contents, information or data that is replicated in the China Three Gorges Scholarship Regulations or that is required by said Regulations or by this Protocol to be made public;
 - b) Disclosure of information with the prior written consent of the other Parties or, in the event that the information refers or is connected to or is owned by one or some of the Parties, without the prior written consent of such Party(ies);
 - c) Disclosure to any professional consultants or advisers engaged by the disclosing Party, provided that such consultants or advisers are bound by a similar confidentiality undertaking;
 - d) Disclosure of information which has become of public domain due to reasons other than breach of this confidentiality undertaking;
 - e) Disclosure of information where required by law or upon the request of a governmental authority with jurisdiction over the disclosing Party, provided that the Party which is bound to proceed to such disclosure, previously notifies the other Party(ies) in writing; and
 - f) Disclosure of only those parts of the information which the disclosing Party is legally required to disclose.
- 9.3. The disclosure of information by **CTG PT** within its company group shall not constitute a breach of this confidentiality obligation.
- 9.4. The disclosure or use of such information by one or some of Parties shall give to the injured Party(ies) the right to claim and receive an indemnity from the defaulting Party(ies).

10. MISCELLANEA

- 10.1. Except as otherwise expressly set forth herein, this Protocol and the documents expressly referred to herein embody the complete agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.
- 10.2. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Protocol will be effective unless such modification, amendment, or waiver is approved in writing by the Parties.
- 10.3. Whenever possible, each provision of this Protocol shall be interpreted in such manner as to be effective and valid under the applicable law, but if any provision of this Protocol is held, in whole or in part, to be invalid, illegal or unenforceable in any respect under any applicable law, such provision shall apply with whatever modification is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to modify the provision, then such provision (or part of it) shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Protocol, but the legality, validity and enforceability of the remainder of this Protocol shall not be affected.

11. COMMUNICATIONS

- 11.1. Communications between the Parties shall be made in English language, in writing and sent by registered mail with acknowledgment of receipt, personal delivery or e-mail (confirmed by registered mail with acknowledgement of receipt or personal delivery) to the following addresses and contacts (or other that each of the Parties may communicate to the other in writing and by the same means):

CTG PT

Address: Rua Braamcamp, nº40, 9E, 1250-050 Lisboa, Portugal
For the attention of: Ms. Wenting Zhang
E-mail: zhang_wenting1@ctg.com.cn

Universidade do Porto

Address: Praça Gomes Teixeira, 4099-002 Porto, Portugal



For the attention of: Luísa Capitão
E-mail: international@reit.up.pt

Universidade de Coimbra

Address: Paço das Escolas, 3004-531 Coimbra, Portugal
For the attention of: Filomena Marques de Carvalho
E-mail: dri@uc.pt

Universidade de Lisboa

Address: Alameda da Universidade – Cidade Universitária – 1649-004 Lisboa, Portugal,
For the attention of: Joana Soares
E-mail: joanasoares@reitoria.ulisboa.pt

Universidade Nova

Address: Campus de Campolide, 1099-032 Lisboa, Portugal
For the attention of: [●]
E-mail: [●]

Universidade de Aveiro

Address: University Campus of Santiago-3810-193 Aveiro, Portugal
For the attention of: Luis Ricardo Guerra Garcia
E-mail: lgomes@ua.pt

Universidade do Algarve

Address: Campus da Penha, 8005-189 Faro, Portugal
For the attention of: [●]
E-mail: [●]

Universidade do Minho

Address: Campus de Gualtar – 4710-057 Braga
For the attention of: Beatriz Araújo
E-mail: sri@sri.uminho.pt

Universidade Católica

Address: Palma de Cima, 1649-023, Lisboa, Portugal
For the attention of: [●]
E-mail: [●]

11.2. Notwithstanding the aforementioned each Party shall appoint one interface to maintain daily contacts with the other parties and inform such other parties within 5 (five) working days of any change to the appointed interface person.

Made in nine counterparts, one for each Party, on 29TH August 2017.

[two signature pages follow]



[Signature Page 1]

CTG PT



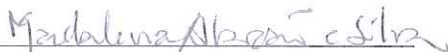
Name: Shengliang Wu
Capacity: Director

Universidade do Porto



Name: Sebastião Feio de Azevedo
Capacity: Rector

Universidade de Coimbra



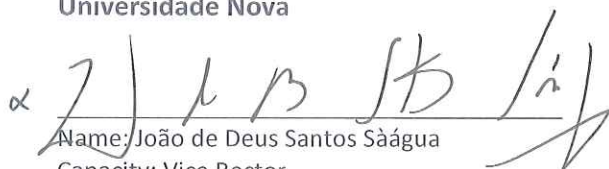
Name: Madalena Moutinho Alarcão Silva
Capacity: Vice Rector

Universidade de Lisboa



Name: Eduardo Manuel Baptista Ribeiro Pereira
Capacity: Vice Rector

Universidade Nova



Name: João de Deus Santos Sâágua
Capacity: Vice Rector

Universidade de Aveiro



Name: Manuel António Cotão de Assunção
Capacity: Rector

Universidade do Algarve

A3



Name: António Manuel da Costa Guedes Branco
Capacity: Rector

Universidade do Minho

Name: António M. Cunha
Capacity: Rector

Universidade Católica

Name: Teresa Lloyd Braga
Capacity: Vice Rector

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