

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN the Núcleo de Desenvolvimento Académico do Instituto**  
**Superior Técnico, Portugal**  
**AND The British Council, Portugal**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **Instituto Superior Técnico**, hereinafter referred to as “IST”, whose address is Av. Rovisco Pais, nº 1, 1049-00, and **British Council**, whose address is Rua Luís Fernandes 1 3, 1249-062 Lisbon, Portugal.

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the two parties will work together on educational projects with vulnerable or underserved populations in Portugal.

**3. Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 12 months. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

**4. Responsibilities of IST**  
IST (PE) will be responsible for all administrative aspects of the program, including selection of students, informing the British Council in advance about students who opt to leave the project, and requesting in advance places for new candidates for training.

IST (PE) agrees to abide by all of the terms and conditions laid out in the following clauses regarding Safeguarding and Protecting Vulnerable Adults.

**Safeguarding and Protecting Vulnerable Adults and Children.**

IST (PE) must consider anyone under 18 years old as a child, in line with the UNCRC. British Council partners must consider an adult at risk as any person aged 18 years or over who, for any reason, may be unable to take care of themselves or protect themselves against significant harm or exploitation in line with the UK Care Act 2014.

Where it is relevant to activities implemented, IST (PE) must have guidelines for digital/online delivery and appropriate use of digital technology to promote safe practice and to make sure children and adults at risk are not put at risk of abuse or harm.

IST (PE) must have up to date safeguarding risk assessments for any specific activities, events and trips involving children and adults at risk and essential information and consent obtained.

IST (PE) must make children and adults at risk aware of their right to be safe from abuse and where to go for help (Safe, accessible and confidential way for beneficiaries and other stakeholders outside of the programme to complain i.e. telephone number and email address communicated publicly.)

IST (PE) staff who have contact with children and adults at risk in British Council activities must be trained on safeguarding (awareness raising sessions) either independently or with British Council Support.

IST (PE) must have defined HR and disciplinary procedures on how to deal with safeguarding allegations against staff, including how to deal with malicious allegations

IST (PE) must report incidents using established reporting and management mechanisms and act on any allegation of or concern about actual or suspected staff misconduct and/or criminal activity involving the abuse of a child and adults whether or not they are known to the British Council.

IST (PE) must be aware that names of adults alleged to be a risk to children or adults at risk will be passed to law enforcement agencies where it is suspected that a crime may have been committed.

IST (PE) must have an identified social welfare support agency they can contact if a safeguarding incident arises (e.g., gender-based violence (GBV) services, medical, psychosocial, legal)

IST (PE) must keep a detailed register of safeguarding issues raised and how they were dealt with, ensuring that confidentiality is maintained.

IST (PE) warrants that, in relation to all activities in connection with the Project, it will comply with all legislation and statutory guidance relevant at any time in the Location to the safeguarding and protection of children and vulnerable adults, and with the detail and principles of the Children Act 1989 and the UN Convention on the Rights of the Child (to the extent that such legislation is not directly applicable in the Location), and with the British Council's Adults at Risk Policy, the current version of which is attached to this document, as may be amended from time to time.

IST (PE) acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006, and any regulations made thereunder, as amended from time to time (the "SVGA"), and where the Location is England or Wales, it is the "Regulated Activity Provider" in

respect of any “Regulated Activity” (both as defined in the SVGA) carried out in connection with the Project and that it will comply in all respects with the SVGA and any regulations or orders made thereunder. Equivalent provisions in equivalent legislation applicable in Locations other than England and Wales shall apply in those Locations.

IST (PE) shall ensure that it is (and that any individual engaged by it to carry out Regulated Activity in connection with the Project is) subject to a valid enhanced disclosure check undertaken through the UK Disclosure & Barring Service, or the equivalent local service, including a check against the adults' barred list or the children's barred list, as appropriate; and where applicable, the Recipient shall monitor the level and validity of the checks under this clause 0 for each member of staff or other individual engaged by it to carry out Regulated Activity in connection with the Project.

IST (PE) warrants that at all times during the Term, it is not, and has no reason to believe that any person who is or will be employed or engaged by the IST (NGO) in connection with the Project is barred from carrying out such employment or engagement.

IST (PE) shall immediately notify the British Council of any information that the British Council reasonably requests to enable the British Council to be satisfied that the obligations of this clause have been met.

IST (PE) shall refer information about any person employed or engaged by it to carry out Regulated Activity in connection with the Project to the UK Disclosure & Barring Service, or the equivalent local service, where it removes permission for such person to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity) because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.

IST (PE) shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

## **5. Responsibilities of The British Council**

The British Council agrees to provide English Language classes to up to 20 candidates selected by IST (PE), without charge, within the mutually agreed upon term dates in the period February, 2022 to June, 2022, through its adult learning service MyClass, within the following limitations:

All candidates must be at least 18 years old by the end of the year of enrolment.

Each selected candidate will complete an online placement test to assess their entry level of English. Candidates will only be selected to enrol on the MyClass platform if their level of English corresponds to existing levels on the platform.

Each selected candidate will receive a total of 20 MyClass credits, which they may use within the period March-June, 2022, to book face-to-face English language classes at our premises in Lisbon, Coimbra and Porto. Each credit entitles the user to one lesson of 1.5 hours.

We regret that we are unable to extend credit validity, nor to compensate students, financially or otherwise, for any credits they are unable to complete within the established period.

The British Council agrees to abide by all of the terms and conditions laid out in the following clauses regarding Safeguarding and Protecting Vulnerable Adults and Children.

### **Safeguarding and Protecting Vulnerable Adults and Child Protection.**

British Council warrants that, in relation to all activities in connection with the Project, it will comply with all legislation and statutory guidance relevant at any time in the Location to the safeguarding and protection of children and vulnerable adults, and with the detail and principles of the Children Act 1989 and the UN Convention on the Rights of the Child (to the extent that such legislation is not directly applicable in the Location), and with the British Council's Adults at Risk Policy and Child Protection Policy, the current version of which is attached to this document, as may be amended from time to time.

British Council acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006, and any regulations made thereunder, as amended from time to time (the "SVGA"), and where the Location is England or Wales, it is the "Regulated Activity Provider" in respect of any "Regulated Activity" (both as defined in the

SVGA) carried out in connection with the Project and that it will comply in all respects with the SVGA and any regulations or orders made thereunder. Equivalent provisions in equivalent legislation applicable in Locations other than England and Wales shall apply in those Locations.

British Council shall ensure that it is (and that any individual engaged by it to carry out Regulated Activity in connection with the Project is subject to a valid enhanced disclosure check undertaken through the UK Disclosure & Barring Service, or the equivalent local service, including a check against the adults' barred list or the children's barred list, as appropriate; and where applicable, the Recipient shall monitor the level and validity of the checks under this clause 0 for each member of staff or other individual engaged by it to carry out Regulated Activity in connection with the Project.

British Council warrants that at all times during the Term, it is not, and has no reason to believe that any person who is or will be employed or engaged by British Council in connection with the Project, is barred from carrying out such employment or engagement.

British Council shall refer information about any person employed or engaged by it to carry out Regulated Activity in connection with the Project to the UK Disclosure & Barring Service, or the equivalent local service, where it removes permission for such person to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity) because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.

British Council shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

### **Monitoring and evaluation**

Both IST and The British Council keep records for monitoring purposes, such as student data as well as engagement statistics and The British Council will respond to additional requests for information or support from IST, if it is needed.

## **Communication**

Both parties will promote the partnership through appropriate channels and at appropriate times, as agreed upon by the parties. The British Council agrees to include a mention of the partnership with IST and the logo of IST in publicity actions about The British Council activity in Portugal.

## **Data Protection**

The British Council and IST take the protection of data very seriously. The British Council approach to processing and storing data is governed by The British Council Data Protection Policy.

## **6. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of Greece (country). The courts of Greece (country) shall have jurisdiction over any action arising out of this MOU and over the parties.

**D. Entirety of Agreement.** This MOU, consisting of eight pages, in addition to the document Adults at Risk Policy British Council, attached to this MOU and consisting of three pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are

intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**British Council, Portugal**

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Richard Fleming  
Head of Education

Date 10/03/2022

**Instituto Superior Técnico, Portugal**

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Rogério Colaço  
President of IST

Date 10/03/2022