



**ENABLE PROJECT, “ENABLING INCLUSION AND ACCESS TO
JUSTICE FOR DEFENDANTS WITH INTELLECTUAL AND
PSYCHOSOCIAL DISABILITIES”
COLLABORATION PROTOCOL BETWEEN THE FENACERCI
AND THE BAR ASSOCIATION**

BETWEEN:

FENACERCI with registered office at Rua Augusto Macedo, n2-A 1600-794 Lisbon, taxpayer n° 501 562 966, hereby represented by Julieta Esteves Branco Sanches de Almeida Vasconcelos, as Chairman of the Board of Directors and Joaquim Ascensão Pequicho, as Vice-Chairman of the Board of Directors, as First Party, hereinafter referred to as *Fenacerci*;

And

ORDEM DOS ADVOGADOS, headquartered at Largo de São Domingos, n° 14, 1°, 1169-060 Lisbon, legal person n.º taxpayer n° 500 965 099, hereby represented by the President, Dr. Fernanda de Almeida Pinheiro, as Second Party, hereinafter referred to as *the Order*;

WHEREAS:

- a) FENACERCI - National Federation of Social Solidarity Cooperatives is a public utility institution that represents Social Solidarity Cooperatives throughout the continental territory, which provide services to children, young people and adults with intellectual disabilities and/or multiple disabilities. Its mission is to promote the quality and sustainability of the responses provided by its network of members, through representation and training processes based on logics of recognition, validation and accreditation in the community and together with different institutional interlocutors; and
- b) The Bar Association is a professional public association, whose statutory attributions, among others, are to defend the rule of law and the rights, freedoms and guarantees of citizens, to collaborate in the administration of justice, to promote access to knowledge and application of law, to promote



legal debate, to contribute to the development of legal culture, to pronounce on legislative initiatives and present legislative proposals;

This Collaboration Protocol is hereby signed, which will be governed by the following clauses, of which the preceding Recitals are an integral part:

Clause One (Object)

1. The purpose of this Protocol is to promote collaboration and cooperation between the two Contracting Parties, within the scope of the "Guiding Guide for the Promotion of Access to Justice for Persons with Intellectual and/or Psychosocial Disabilities", hereinafter referred to as *the Support Guide*.
2. The purpose of this Protocol is the definition and implementation of a strategy for disseminating the Support Guide to the stakeholders of each of the entities, within the scope of their mission and duties.

Clause Two (Obligations of the Contracting Parties)

- 1- Within the scope of this Protocol, Fenacerci and the Order undertake to:
 - a) Collaborate in the dissemination and dissemination of the *Support Guide*;
 - b) Collaborate in the sharing of knowledge around matters related to access to justice for people with intellectual and/or psychosocial disabilities;
 - c) Develop, when justified, information and awareness-raising initiatives related to the *Support Guide*;
 - d) Collaborate in evaluation and research studies of unequivocal interest to both entities, namely in the area of access to justice for people with intellectual and/or psychosocial disabilities;



- e) Collaborate in the preparation of contributions, opinions and legislative proposals in the area of access to justice for people with intellectual and/or psychosocial disabilities;
 - f) To share results of studies and/or scientific information useful for the professional practice of the two entities;
 - g) Participate and collaborate in jointly promoted events;
 - h) Designate contact points with a view to facilitating effective cooperation between the two entities.
- 2- The collaboration of Party B under the terms provided for in paragraphs d) and e) of the previous number, will be subject to prior and case-by-case assessment by the General Council of Party A.

Third Clause (Referencing of the Project and its Authorship)

1. In communicating and disseminating information on the Support Guide, the Parties will refer to the name of the project (ENABLE - "Promoting inclusion and access to justice for defendants with intellectual and psychosocial disabilities").
2. Both Parties recognize that the name of the project may not be associated with any political or sectarian cause or in a manner inconsistent with the status, reputation and neutrality of the Parties.

Clause Four (Confidentiality)

- 1 - The Parties undertake to maintain confidentiality regarding the content of this Protocol as well as any information, written or verbal, that they have or may receive, except to the strict extent necessary for the purposes of executing this Protocol, complying with legal provisions or for recourse to judicial means in the event of litigation, or when authorized to do so by the other Party.



2 - Information considered confidential, under the terms of this clause, may not be used, in whole or in part, except under the terms of this Protocol, and shall be kept after the termination of this Protocol.

3 - The provisions of the preceding paragraphs shall not apply in the event that the information is or becomes general knowledge, provided that such knowledge does not occur through violation of this Protocol, as well as when it is already known to the other Party before receiving it, when it is necessary to disclose it in view of non-compliance with this Protocol or compliance with legal obligations of the Parties.

4- The confidentiality obligations referred to herein shall remain in force even after the termination of this Protocol.

Clause Five

(Protection and processing of personal data)

- 1- The Parties declare that the personal identification data and those relating to the respective positions and/or functional powers of the natural persons representing them at the conclusion of this Protocol and the personal identification and contact data of the natural persons who perform any acts on behalf of one of the Parties have been transmitted between them, for the performance of the respective obligations.
- 2- The collection and storage of the personal data referred to in the previous paragraph is intended for the identification of the representatives of the Parties to the Protocol, in order to ensure their powers to bind the Parties and to identify the persons who carry out the implementing acts on their behalf of the Protocol and the normal execution of the Protocol, being kept throughout the period of implementation of this Protocol.
- 3- The Parties mutually acknowledge the possibility of extending the retention period of the personal data indicated in paragraphs 1 and 2 of this clause until the end of the period legally defined by the prescription of any right arising from compliance or non-compliance with this Protocol, based on their legitimate interest for this purpose.



- 4- By virtue of this Protocol, the Parties, as controllers of such data, undertake to notify the natural persons representing them in the conclusion of this Protocol and the persons designated pursuant to this Clause, before transmitting the indicated data to the other Party, that they are going to transmit the data to the other Party to the Protocol, providing data subjects with appropriate clarifications in this regard.
- 5- The parties shall provide the data subjects with all the information provided for this purpose under the applicable legislation on personal data, in cases where they collect the personal data directly from the data subjects.
- 6- If it is necessary, as a result of the execution of this Protocol, to process or communicate between the Parties any personal data other than those provided for in this Protocol, the Parties undertake to regulate such situations individually by means of an amendment to this Protocol.

Clause Six (Term)

This Protocol shall enter into force on the day following its signature and shall be in force for a period of three (3) years, and shall be renewed for equal and successive periods, if none of the Parties denounces it, by registered letter with acknowledgment of receipt, at least thirty (30) days in advance of the end of its term of validity, and without prejudice to the completion of any ongoing activities.

Clause Seven (Revocation and Resolution)

1. This Protocol may be revoked at any time by written agreement between the Contracting Parties.
2. Failure by any of the Parties to comply with the obligations contained in this Protocol shall entitle the non-defaulting party to the right to terminate the same.



3. The termination shall be notified to the defaulting party, by registered letter with acknowledgement of receipt.

Cláusula Oitava
(Changes, omissions and doubts)

1. This Protocol may at any time be subject to renegotiation and amendments, by common agreement between the Contracting Parties, which shall be subject to an addendum.
2. Omissions and doubts arising from the execution of this Protocol shall be resolved between the parties and shall be subject to an addendum thereto.

Clause None
(read competent material)

This protocol is governed by Portuguese Law, according to which it must always be interpreted and executed.

Clause Ten
(Dispute Resolution)

For the judgment of any disputes arising from this Protocol, namely those relating to its interpretation, execution, non-compliance, invalidity, resolution, reduction or conversion, the jurisdiction of the District of Lisbon is competent.

Clause Eleventh
(Communications between the Parties)

Communications between the Parties under this Protocol shall be made in writing, by post or e-mail, to the following addresses:

FENACERCI
Rua Augusto Macedo, n.º 2-A



1600-794 Lisbon,

E-mail: administracao@fenacerci.pt | fenacerci@fenacerci.pt

BAR ASSOCIATION

General Council

Largo de S. Domingos, nº 14 - 1º

1169-060 Lisbon

E-mail: gab.bastonaria@cg.aa.pt

And because they have voluntarily agreed to do so, the Contracting Parties sign this Protocol, in a total of 8 (eight) pages, made in duplicate, with one copy in the possession of each of the Contracting Parties.

Lisbon, July 30, 2024.

By First Party,

The Chairman of the Board of Directors of Fenacerci

(Julieta Sanches)

The Vice-Chairman of the Board of Directors of Fenacerci

(Joaquim Pequicho)



By the Second Party,

The President of the Portuguese Bar Association

(Fernanda de Almeida Pinheiro)



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