

## AMENDMENT AND RESTATEMENT

### 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 Director, 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 Lisboa**, a Portuguese Higher Education Institution, with official address at Alameda da Universidade – Cidade Universitária – 1649-004 Lisboa, Portugal, hereby represented by its Rector, Professor António Cruz Serra, hereinafter simply referred to as “**Universidade de Lisboa**”;
- IV. **Universidade de Coimbra**, a Portuguese Higher Education Institution, with official address at Paço das Escolas, 3004-531 Coimbra, Portugal, hereby represented by its Rector, Professor João Gabriel Silva, hereinafter simply referred to as “**Universidade de Coimbra**”;

**Universidade do Porto, Universidade de Lisboa and Universidade de Coimbra hereinafter referred to as the “Universities” and each as the “University”.**


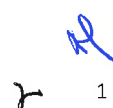
**CTG PT and Universities hereinafter jointly referred to as the “Parties”.**

### WHEREAS:

- A) The Parties entered into a protocol (hereinafter the “**Protocol**”), dated of 27<sup>th</sup> May, 2016 whereby CTG agreed to grant financial support to each of the Universities for the granting by the latter of scholarships to Portuguese Nationality students who may wish to obtain a Master Degree or a Ph.D in Chinese universities;
- B) Despite the overall success of the **China Three Gorges Scholarship** program, over the course of the first call (i.e. the academic years 2016/2017 and 2017/2018), the Parties identified specific operational problems;
- C) The Parties recognize that it is of their collective interest to amend the Protocol and resolve said operational problems before advancing into the second call of the program (i.e. the academic years 2017/2018 and 2018/2019);
- D) In light of the above mentioned, the Parties agree to amend the relevant paragraphs of the Protocol, and, furthermore, amend the relevant Articles of the **China Three Gorges Scholarship Regulations** (hereinafter the **Regulations**) agreed between the Parties and attached to the Protocol as Annex 1.

### IT IS HEREBY AGREED AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATION

  
  
1

1.1. In this amendment, except if otherwise defined herein, all capitalised terms shall have the meaning given to them in the Protocol.

## 2. AMENDMENTS TO THE PROTOCOL

2.1. The Parties hereby agree to amend **paragraph 3.4.** of the Protocol, which shall read as follows:

*“Any eventual vacancy, including due to the lack of sufficient or proper candidates, may be left in blank and be transferred to the following call.”*

2.2. The Parties hereby agree to amend **paragraph 4.1.** of the Protocol, which shall read as follows:

*“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 2016 or September 2017) and ending on the term of the following academic year (i.e. August 2018 or August 2019, 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.”*

2.3. The Parties hereby agree to amend **paragraph 4.3.** of the Protocol, which shall read as follows:

*“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. In either case, the first installment shall only be paid to the Beneficiary upon receipt of proof of arrival at the selected hosting university.”*

2.4. The Parties hereby agree to include a new **paragraph 4.5.** in the Protocol, which shall read as follows:

*“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 (i) hereunder.*

2.5. The Parties hereby agree to include a new **paragraph 4.6.** in the Protocol, which shall read as follows:

*“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.”*

2.6. The Parties hereby agree to amend **paragraph 8.4** of the Protocol, which shall read as follows:

*“In the event that the University(ies) decide(s) to cancel a scholarship granted to a given Beneficiary pursuant to article 13 of the China Three Gorges Regulations, the Parties hereby agree that the amount corresponding to the amount that must be refunded by the Beneficiary under article 13 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.”*

## 3. AMENDMENTS TO THE CHINA THREE GORGES REGULATIONS

Handwritten signature and initials in blue ink, including a large 'A' and 'H'.

- 3.1. The Parties hereby agree to amend **Article 2** of the Regulations, which shall read as follows:
- i) *"The CTG Scholarship to be granted to each Beneficiary is of EUR 25.000,00 (twenty-five thousand euros) for a period of two academic years. Each Beneficiary will not be entitled to any amounts, of any nature, including cost, expenses, taxes, duties, indemnifications, penalties or otherwise, above EUR 25.000,00 (twenty-five thousand euros).*
  - ii). *"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 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. In either case, the first installment shall only be paid to the Beneficiary upon receipt of proof of arrival at the selected hosting university".*
- 3.2. The Parties hereby agree to amend **Article 4, paragraph 4** of the Regulations, which shall read as follows:  
*"Any eventual vacancy, including due to the lack of sufficient or proper candidates, may be left in blank and be transferred to the following call."*
- 3.3. The Parties hereby agree to include a new item in **Article 6, paragraph 2** of the Regulations, which shall read as follows:
- i) *"In the event that the applicant is reapplying for a CTG Scholarship, sworn statement by the applicant that he is not applying for a CTG Scholarship for the subsidizing of the obtaining of a degree of the same level of the degree obtained by the applicant under a previous CTG Scholarship program and evidence of the degree obtained upon conclusion of said previous CTG Scholarship program or, if the applicant has dropped out of enrollment, evidence that said dropping out was motivated by force majeure reasons, as per Article 13-A below."*

The Parties hereby agree to include a new **Article 6-A** in the Regulations, which shall read as follows:

**"Article 6-A – Reapplication**

1. *Beneficiaries may not reapply for a CTG Scholarship of the same level (i.e. a previous Beneficiary of a Master Degree Scholarship may not reapply for a second Master Degree Scholarship) for a period of 2 (two) years following termination of a CTG Scholarship program.*
  2. *The Beneficiaries of a CTG Scholarship who drop out of the program of enrollment or are expelled from the hosting university, are not eligible for reapplication unless the dropping out of the program is motivated by force majeure, as per Article 13-A below."*
- 3.5 The Parties hereby agree to include a new **Article 11-A** in the Regulations, which shall read as follows:

**"Article 11-A – Exclusivity of CTG Scholarship**

*While benefiting from a CTG Scholarship, the Beneficiaries of the CTG Scholarship must be so, on an exclusive basis, and may not accumulate other academic scholarships, excluding:*

- a) *scholarships granted by the Government of the People's Republic of China; and/or*
- b) *prizes granted by Chinese universities for merit and academic excellence.*

- 3.6 The Parties hereby agree to amend **Article 12, paragraph 2** of the Regulations, which shall read as follows:  
*"Without prejudice to article 13-A below, the Beneficiary is further obligated to conclude the Master degree program or the Ph.D programme for which he/she has received the scholarship, under the penalty of refund of the total or partial amount of the scholarship to the respective University pursuant to paragraph 3 of article 13 below."*
- 3.7 The Parties hereby agree to amend **Article 13, paragraph 2** of the Regulations, which shall read as follows:  
*"In case of cancellation of the CTG Scholarship granted to a Beneficiary all transfers of the scholarship installments will immediately be cancelled and the relevant Beneficiary must refund the respective University of the amount of the CTG Scholarship he/she has eventually received in excess considering the number of months elapsed between the beginning of the first academic year and the moment of the event that motivated cancellation of the CTG Scholarship pursuant to paragraph 1. For the purposes of the relevant calculations, it*

 3

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.

3.8 The Parties hereby agree to include a new **Article 13-A** in the Regulations, which shall read as follows:

**"Article 13-A – Force Majeure**

*Notwithstanding Articles 12 and 13 above, the Beneficiaries of a CTG Scholarship who postpone or drop out of the program of enrollment, as a result of war, riots, fire, flood, hurricane, typhoon, earthquake, explosion, strikes, lockouts, slowdowns or prolonged shortage of energy supplies, illness that requires prolonged periods of treatment or other exigent circumstances out of the Beneficiary's control which prevent him/her from concluding his/her selected program in the hosting university, may apply for future CTG Scholarships without limitation."*

**4. EFFECTS**

4.1. This Amendment is effective as of the date hereof and has no retroactive effects.

**5. CONFIRMATION**

5.1. Except as specifically amended hereby, the rest and remainder of the Protocol and of the Regulations are hereby ratified and reaffirmed, and shall remain in full force and effect, as restated in Exhibit 1.

Made in four counterparts, one for each Party, on 17<sup>th</sup> Feb,2017

**CTG PT**

[Redacted signature]

Name: Shengliang Wu  
Capacity: Director

**Universidade do Porto**

[Redacted signature]

Name: Professor Sebastião Feyo de Azevedo  
Capacity: Rector

**Universidade de Lisboa**

[Redacted signature]

Name: Professor António Cruz Serra  
Capacity: Rector

**University de Coimbra**

[Redacted signature]

Name: Professor João Gabriel Silva  
Capacity: Rector