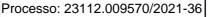


UFSCar

N.º: 085/2021





SPECIFIC INTERNATIONAL COOPERATION AGREEMENT

Specific agreement of academic and scientific cooperation between the Federal University of São Carlos (Brazil) and Faculty of Science, Khon Kaen University (Thailand) on exchange of undergraduate and graduate students, professors and researchers in the areas of Evolutionary Genetics and Molecular Biology

The Federal University of São Carlos, based on São Carlos campus, situated at *Rodovia* Washington Luís, km 235, in São Carlos, in the state of São Paulo, Brazil, in this act represented by its Rector, Prof. Ana Beatriz de Oliveira, Ph.D., hereinafter denominated "UFSCar", for the interest of its Graduate Program on Evolutionary Genetics and Molecular Biology; and Faculty of Science, Khon Kaen University, situated at Muang District, Khon Kaen, Thailand, in this act represented by its Dean, Asst. Prof. Somkiat Srijaranai, hereinafter denominated "SC-KKU", for the interest of its Ph.D. Program in Biology, enter into this agreement according to the following clauses:

FIRST CLAUSE - OBJECTIVE

This agreement establishes between the parties an exchange program of graduate students, through which they can attend courses and/or take part in research activities at the host institution, and professors and researchers, through which they can teach courses, develop joint research projects and jointly organize academic, scientific and cultural events, in the areas of Evolutionary Genetics and Molecular Biology.

SECOND CLAUSE - COORDINATION OF THE AGREEMENT

II.1. In order to coordinate the implementation of this agreement, UFSCar indicates Dr. Marcelo de Bello Cioffi, professor at its Graduate Program on Evolutionary Genetics and Molecular Biology; and SC-KKU indicates Dr. Alongklod Tanomtong, professor of the Department of Biology, Faculty of Science, who will be interlocutors in this task.

II.2. The coordination is in charge of seeking solution for the problems and forwarding the academic and administrative issues referring to this agreement from its entry into force, as well as supervising the study plan of participants in the exchange program.

THIRD CLAUSE - COOPERATION WORKING

In order to develop the exchange program, both institutions undertake to observe the following conditions and execute in cooperative manner the following actions:

- III.1. The maximum amount of participants per category students, professors and researchers from each institution in mobility at the other, at any moment, must not exceed 3 members of each group.
- **III.2.** The length of stay of each participant in the exchange program must not exceed 2 semesters.
- III.3. Students will be selected by the coordinator at their respective home institution. The criterion is academic excellence, which shall be evaluated through the analysis of each

applicant's transcript of records and *curriculum vitae*. The final acceptance of the candidates is due to the host institution, in compliance with its criteria, procedures and deadlines.

- **III.4.** Professors and researchers will participate upon invitation formally made by professor or researcher from the host institution, with observance of the each institution's procedures.
- III.5. An individual study plan shall be defined for each student and/or, where the case, an individual research plan shall be defined for each student, professor and researcher. These plans, which shall be executed at the host institution, must be prepared before the participants' arrival at the host institution and, if necessary, in conformity with its procedures.
- III.6. The host institution shall send to each accepted student, professor and researcher official document(s) for the request of the appropriate visa. The document(s) must declare his/her acceptance for the program and inform his/her period of mobility.
- III.7. The accepted by the host institution will be subject not only to the rules in force at the host institution, which they must obey as any regular student or member of research group, but also to the immigration legislation of the country where the host institution is situated.
- III.8. Participants must purchase, before arriving at the country of the host institution, health, personal accident, and medical and mortal remains repatriation insurances featuring coverage for their respective whole period of mobility.
- III.9. After the duly conclusion of each student's participation, the host institution shall send, as soon as practicable, to the home institution document(s) containing the specification of the academic and/or scientific activities executed by him/her during the mobility and, whenever the case, the result of the evaluation of his/her performance in such activities.
- § 1°. In the selective process described in III.3, students' proficiency in, at least, one of the instruction languages of the host institution can also be checked, in accordance with the methods and parameters adopted by it.
- § 2°. Where necessary, provision III.9 may also be applied to professors and researchers participating in the program.
- § 3°. Students, professors and researchers from any of the institutions are exempt from the exaction, by the other institution, of any academic fees referring to their participation in the program.
- § 4°. Students participating in the program shall be considered non-degree seeking students at the host university and continue as degree seeking students at their home institution.

FOURTH CLAUSE - RESPONSIBILITIES OF THE PARTIES

- **IV.1**. When hosting participants in the exchange program, the institutions shall facilitate the use of its facilities, equipments, laboratories and library material which are necessary for the development of the activities throughout this agreement.
- **IV.2.** Regarding the importation of necessary equipments and samples for the execution of the program activities, both institutions commit to help each other with the formal implementation at customs and with fiscal circumstances.
- **IV.3.** The parties undertake not to publish, divulge or, in any way, exploit confidential information, namely the information which is not in public domain, including the information belonging to the other party that had been generated prior to this agreement and has been obtained due to it.
- **IV.4.** The parties are bound to total responsibility for any eventual misuse of information and data obtained because of the cooperation described in this agreement.

Sole paragraph. The activities developed on the framework of this agreement do not generate any formal employer-employee relationship between the personnel of each institution and the other party.

FIFTH CLAUSE - FINANCIAL RESOURCES

V.1. In the development of the exchange program, each of the parties is held responsible for all costs pertaining to its respective participation in the work, but they are not obliged to commit resources of their own budget to assure the necessary financial support to the execution of the activities.

V.2. In order to propitiate the accomplishment of the activities foreseen in this agreement, the parties can individually or jointly pursue resources at national or international agencies dedicated to funding research and development, as well as at companies from both countries.

Sole paragraph. The participants in the program are responsible for their personal expenses referring to their participation in it, such as travels, housing, food, transportation and others.

SIXTH CLAUSE - INTELLECTUAL PROPERTY

- VI.1. The intellectual product of activities developed throughout this agreement by the students, staff and researchers of UFSCar and SC-KKU comprises valuable patrimony, protected by academic norms and by the legislation in effect.
- VI.2. When the activities result in the generation, development or perfection of immaterial goods, the utilization and ownership rights must be foreseen in a specific contract/agreement, thus guaranteeing the co-ownership of the parties in both national territories and the way this product will be commercially exploited.
- VI.3. The parties will strive in their efforts to impede improper divulgation and improper utilization of data, information, techniques, methods and other immaterial goods utilized in or resulting from activities developed throughout this agreement.
- VI.4. The divulgation of activities and the propagation of knowledge resulting from this agreement will explicitly mention it and the signatory parties.
- VI.5. The divulgation and publication of technical, academic and scientific work originating or relating to the activities throughout this agreement will always be conceivable under the conditions and limitations established in this clause and in the legislation in effect.

SEVENTH CLAUSE - VALIDITY

This agreement is valid for five years from the date when it is signed by both parties.

EIGHTH CLAUSE - MODIFICATION AND RESCISSION

VIII.1. This agreement may be altered, which includes the prorogation of its validity period, through addenda previously approved and duly signed by the parties.

VIII.2. Each of the parties can rescind this agreement upon well-founded previous notification, presented with a minimum of ninety-day forewarning and notifying receipt, without causing harm to ongoing activities.

NINTH CLAUSE - SOLUTION OF CONTROVERSIES

Questions and controversies arising from the interpretation or execution of this agreement will be solved by direct entente between the parties. When it is not possible, they shall jointly indicate a third party, natural person, to act as mediator.

The parties sign this agreement in four identical copies, two in Portuguese and two in English, to the same effect.

FEDERAL UNIVERSITY OF SÃO CARLOS

Prof. Ana Beatriz de Oliveira, Ph.D. Rector

São Carlos, date: 18 8

FACULTY OF SCIENCE, KHON KAEN UNIVERSITY

Asst. Prof. Somkiat Srijaranai, Ph.D.
Dean

Asst. Prof. Yodchaiy Chuaynkern, Ph.D. Department Head of Biology

Khon Kaen, date: 8 September 2021