



1st ADDENDUM TO MEMORANDUM OF UNDERSTANDING

First addendum to the memorandum of understanding between the Federal University of São Carlos (Brazil) and the *Helmholtz-Zentrum Hereon* (Germany) for the promotion of academic, scientific, technical and cultural cooperation executed on June 20, 2025

The Federal University of São Carlos, with registered offices on São Carlos campus, at *Rodovia Washington Luís*, km 235, in São Carlos, in the state of São Paulo, Brazil, represented by its Rector, Prof. Ana Beatriz de Oliveira, Ph.D., hereinafter referred to as “UFSCar”, on behalf of its Department of Materials Engineering and Graduate Program on Materials Science and Engineering, and the *Helmholtz-Zentrum Hereon*, with registered offices at *Max-Planck-Straße 1*, in Geesthacht, in the State of Schleswig-Holstein, Germany, represented herein by its scientific director Prof. Dr. Regine Willumeit-Römer and its commercial director Mrs. Elisabeth Gerndt, hereinafter referred to as “Hereon”,

WHEREAS both Institutions entered into a memorandum of understanding on June 20, 2025 for the promotion of academic, scientific, technical and cultural cooperation, which objectives, provided in Section 1 thereof, are to establish an institutional relationship between the parties thereto, so as to enable the joint development of training, research, technical and cultural programs, projects and activities, as well as to stipulate the methods and means to carry out such programs, projects and activities, especially the development of research, training activities and academic exchanges;

WHEREAS said memorandum of understanding stipulates in its Section 3 that the development of programs, projects and activities listed in its Section 2 will be formalized by means of the execution of addenda or annexes thereto, which shall set forth the following: purpose and/or objectives of the specific program, project or activity; rights and responsibilities of both parties; financial resources for the development of the respective object; duration of the corresponding addendum or annex, as well as procedures to amend and terminate it; settlement of disputes; other appropriate, relevant terms and conditions regarding the respective purpose;

WHEREAS both Parties wish to formally broaden and deepen the institutional relationship between them, aiming to keep promoting their continuous strengthening, enhancement and advancement by jointly developing academic, scientific, technical and cultural activities in the areas of and/or regarding topics on Materials Science and Engineering, for the interest of their respective academic and/or research unities mentioned above and below;

ENTER INTO THIS ADDENDUM, which will be governed by the following terms and conditions:

SECTION 1 – Purpose

This Addendum, executed in the framework of the memorandum of understanding between the Parties executed on June 20, 2025, establishes and governs academic, scientific, technical and cultural cooperation between them in the areas of and/or regarding topics on Materials Science and Engineering, for the interest of the Department of Materials Engineering and Graduate Program on Materials Science and Engineering of UFSCar, and the interest of the Institute of Material and

Process Design, Department of Solid State Materials Processing of Hereon, as well as its Institute of Metallic Biomaterials, Department Functional Magnesium Materials.

Said collaboration may comprise the development of the following activities:

- I. Exchange of undergraduate and/or graduate students, so as to attend courses, take part in research activities and/or do academic internship/practicum at the host institution.
- II. Exchange of professors and researchers, so as to give lectures and workshops, teach courses and/or carry out or participate in research activities at the host institution.
- III. Joint supervision of doctoral (Ph.D.) dissertations/theses, by supervisors from each institution, by duly executing proper, distinct, separate agreements, referring to each dissertation/thesis and its respective doctoral (Ph.D.) student.
- IV. Joint development of research projects, which work plans shall be timely attached hereto.
- V. Sharing and exchange of scientific, technical and cultural information, as well as joint production of academic, scientific and technical publications.
- VI. Co-organization of academic, scientific and cultural events, *e.g.*, conferences, symposia, seminars and colloquia.

SECTION 2 – Coordination

In order to coordinate the implementation of this Addendum and the pursuit of its purpose, UFSCar indicates Dr. Piter Gargarella, Dr. Guilherme Yuuki Koga and Dr. Guilherme Zepon, all of them professors of its Department of Materials Engineering and Graduate Program on Materials Science and Engineering; and Hereon indicates Prof. Dr.-Ing. Benjamin Klusemann, Head of the Department of Solid State Materials Processing, and Dr. Domonkos Tolnai, Scientist at its Department of Functional Magnesium Materials.

The coordinators shall supervise the study plans/learning agreements, research plans and the internship/practicum projects or plans corresponding to the exchanges under this Addendum, as well as seek solution for the academic and administrative issues referring hereto from its effective date.

SECTION 3 – Exchange of students, professors and researchers

When promoting the exchanges provided in the First Clause hereof, both Parties shall observe the following rules, to the extent of their respective rules and regulations on international academic mobility:

- I. The maximum number of exchange students, professors and researchers from any institution in mobility at the other, as well as the length of their respective stay at the host institution, will be set forth timely by the Parties, in accordance with what is possible and feasible for them, subject to the limits stipulated in their by-laws.
- II. The coordinator at the home institution will select the students who apply for exchange. Such selection shall be based on their academic performance. The final acceptance (admission) of each selected applicant will be decided by the host institution.
- III. The exchange of professors and researchers requires formal invitation by professor or researcher from the host institution.
- IV. An individual study plan/learning agreement, research plan and/or internship/practicum project or plan must be elaborated for each student. For each professor and researcher a research plan and/or work plan shall be elaborated. Those plans, which will be executed at

the host institution, must be prepared before the arrival of the corresponding students, professors and researchers at said institution.

- V. Students, professors and researchers accepted by the host institution will be subject not only to the rules and regulations in force there, but also to the immigration law of the country where said institution is situated.
- VI. Before arriving in the country of the host institution, accepted students, professors and researchers must purchase health, personal accident, civil liability, and medical and mortal remains repatriation insurances featuring coverage for the whole period of their respective exchange.
- VII. Both institutions shall facilitate the access and use of its own facilities, equipments, laboratories and library material by exchange students, professors and researchers, so as to enable the proper development of their respective activities.
- VIII. The host institution shall waive the academic fees, where required, regarding the mobility of students, professors and researchers from the other institution.
- IX. Participants in the exchanges will bear the costs referring to their own participation in said activity, *e.g.*, travels, housing, food, transportation, insurance, visa, and others.
- X. Exchange students will not be entitled to diploma issued by the host institution and will remain as degree-seeking students at their respective home institution.
- XI. The host institution shall send to the home institution document(s) informing the academic and scientific activities developed by each of its students during his/her respective exchange and, where applicable, informing also the result of the evaluation of his/her performance in such activities. Where necessary or requested, this provision may apply also to professors and researchers participating in the exchanges, to the possible extent.
- XII. Participation in any activity under this Addendum does not generate any formal employer-employee relationship between any person from either Party and the other Party.
- XIII. Any participation in activities under this Addendum will be under the provision that the performance will not be hindered by obstacles such as national or international provisions in the export control or because of other obstacles such as embargos. The Parties of this Addendum will render all information necessary for such export control check. Should such export checks render the result that the performance of the contract is not possible with the specific person chosen, the exchange will not take place. Any liability on behalf of any of the Parties is excluded.

SECTION 4 – Financial resources

Unless otherwise agreed in an amendment hereto, this Addendum does not create any financial obligation from either Party to the other. Each Party shall bear the costs of its own effective participation in the development hereof.

The Parties may carry out activities hereunder using funds granted from agencies and organizations devoted to funding research and development, as well as from companies and other private and public institutions.

SECTION 5 – Confidentiality of information, intellectual property rights and publications

- I. Both Parties ensure that themselves, their respective employees and agents, as well as any other person in connection with the Parties, will respect the confidentiality of all the information, data, projects, know-how and any other information or documents provided by either Party to the other under this Addendum. Both Parties shall not disclose such

information, documents, data, projects and know-how to third parties without the prior written consent of the Disclosing Party.

- II. Throughout the duration of this Addendum and for five (5) years after its termination, both Parties shall keep strictly confidential the confidential information exchanged between them or generated by them hereunder. Both Parties shall not directly or indirectly disclose such confidential information to third parties or make it public without the prior written consent of the Disclosing Party, or use such confidential information for purposes not set forth in this Addendum, except under a legal rule or court order.
- III. Notwithstanding the previous provisions, information will not be deemed confidential if:
 - a) it is publicly known or is known by the Receiving Party before its receipt, without any breach of this Addendum;
 - b) it becomes publicly known in the future, without either Party being responsible for its disclosure.
- IV. If a court order requires the Parties to disclose confidential information to third parties, the Party receiving the court order shall communicate the Disclosing Party about such court order and take all the appropriate legal actions, at its own expenses, in order to prevent disclosing said confidential information or, where it is not possible, disclose only the piece of information that is strictly necessary to comply with such court order.
- V. Any data, technology, technical and commercial information, software, procedure and routine, registered or not, belonging to any of the Parties and/or to third parties, but under the responsibility of this Party, prior to the effective date of this Addendum, and which has been disclosed to the other Party for the sole purpose of supporting the development of programs, projects or activities hereunder, will remain belonging to the Party that has possessed such goods already.
- VI. The Parties hereby agree that any result able of being protected by intellectual property rights, resulting from programs, projects or activities developed under this Addendum, will be jointly owned by UFSCar and Hereon. Such intellectual property rights, as well as other rights and duties of the Parties, shall be set forth in a further specific agreement or contract, which shall observe the relevant legislation.
- VII. By signing this Addendum, Hereon explicitly acknowledges that UFSCar features an innovation agency, which is in charge of managing said university's policy on innovation. As a consequence, any further result arising from the development of this Addendum, which may become property of both Parties, shall be communicated to UFSCar Innovation Agency, so as to execute the appropriate procedures to protect such result.
- VIII. The Parties shall communicate each other about the generation of any new process and/or product able of being protected by intellectual property rights resulting from the development of programs, projects or activities hereunder.
- IX. Provided that clauses on confidentiality stipulated in this Addendum are observed, both Parties are entitled to publish or present results from the development hereof. Any publication or presentation resulting from this Addendum shall mention the cooperation set forth herein, as well as duly protect proprietary information or intellectual property regarding those results or confidential information disclosed by either Party.
- X. Any publication or presentation by any Party of any result jointly obtained under this Addendum requires the prior written consent from the other Party. Thus, the Party wishing to publish or present such results shall show the content of the publication or presentation to the other Party, which will give its consent or disallow the publication or presentation,

along with the corresponding reasons, within sixty (60) days from the date when it receives the content of the publication or presentation in an electronic document. In the event that such decision is not communicated within the abovementioned period, the publication or presentation of said document will be deemed authorized.

SECTION 6 – Duration

This Addendum is valid as from the date of the last signature by both Parties and will remain in force while the memorandum of understanding between UFSCar and Hereon for the promotion of academic, scientific, technical and cultural cooperation executed on June 20, 2025 is effective.

SECTION 7 – General provisions

Clauses and conditions of the memorandum of understanding to which this Addendum explicitly refers and is subordinated will apply subsidiarily to any amendments to this Addendum, its early termination by either of the Parties, and questions and disputes arising from the interpretation or execution hereof.

Both Parties sign this Addendum in four identical copies, two in Portuguese and two in English, to the same effect. The version of this Addendum to English language will prevail in the event of any differences, discrepancies or conflicts between the version hereof to English and the version hereof in Portuguese language.

FEDERAL UNIVERSITY OF SÃO CARLOS

HELMHOLTZ-ZENTRUM HEREON

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

Prof. Dr. Regine Willumeit-Römer
Scientific director

São Carlos, São Paulo (Brazil), July 2, 2025

Geesthacht, Schleswig-Holstein (Germany),

Mrs. Elisabeth Gerndt
Commercial director

Geesthacht, Schleswig-Holstein (Germany),