

ADDITIVE TERM TO THE INTERNATIONAL COOPERATION AGREEMENT

UFSCar  
Nº TA de PC 117/14  
Proc. nº 0911/14.89

BETWEEN THE

**Universidade Federal de São Carlos (UFSCar), through the Department of  
Materials Engineering (DEMa)**

Rodovia Washington Luís, Km 235

São Carlos - SP, Brazil,

- hereinafter referred to as **UFSCar/DEMa**.

AND

**Helmholtz-Zentrum Geesthacht Zentrum für Material- und Küstenforschung  
GmbH,**

Max-Planck-Straße 1,

21502 Geesthacht,

Germany,

- hereinafter referred to as **HZG**,

The Partners decide to establish this Agreement on Scientific, Academic and Cultural Exchange with the following clauses and conditions:

Clause One  
Cooperation Area

The main objective of the cooperation between **UFSCar/DEMa** and **HZG** is to develop a closer cooperation in the fields of research and teaching in the areas of Materials Science and Engineering.

Clause Two  
Objective of Cooperation

To achieve these objectives, **UFSCar/DEMa** and **HZG** undertake, insofar as their resources permit, the following activities or programs:

1. Exchange of faculty members and technical staff;
2. Exchange of students;
3. Use of joint capabilities to widen the scope of R&D projects of common interest;
4. Participation in seminars and academic meetings;
5. Special Short-term academic programs;

bc

6. Cultural exchange activities;
7. Joint participation in international training courses;
8. Development of the academic training of both parties in seminars and other programs;
9. Exchange of students in order to obtain a double diploma graduate and post-graduate programs;
10. Programs of co-supervision of graduation, master and doctor level;
11. Use the joint capabilities to increase the scope of services offered to the industry in both countries
12. Other activities deemed mutually cooperation.

### Clause Three Responsible Persons

Each Partner shall designate a person responsible for the implementation of this agreement. Proposals for programs or specific actions are reported to the management board of each of the institutions after requesting the approval of the other Partner.

3.1. For HZG is nominated Prof. Dr.-Ing. Sergio de Traglia Amancio Filho

3.2. For UFSCar and DEMa is nominated Prof. Dr. Leonardo Bresciani Canto

### Clause Four Scope of Agreement

This additive term will be considered as the reference document for all the cooperation projects between the Partners. Any such supplementary agreement relating to specific projects need a specific commitment of each Partner and must be subject to a formal writing, validated and implemented by the official representatives of the institutions. The scope of activities covered by this Agreement shall be determined by the availability of resources of each facility and the financial means.

### Clause Five Exchange of Information, Confidentiality

5.1. Both Partners shall constantly keep the other informed the state and progress of their common works.

5.2. The Partners hereby undertake that the information (including documentation and other documents) which they receive from each other shall be treated confidentially by them as industrial and commercial secrets which are the property of the other Partner and which have been entrusted to them, and they hereby undertake that they shall not make such information available to third parties or use such information for the purpose or in the frame work of filing own patent applications.

5.2.1. The obligation for confidential treatment shall not apply to information which, when communicated, already belonged to the public domain, or which has later become part of the public domain without any infringement of the confidentiality obligation by the Partner receiving the information, or for which the Partner receiving the information proves that the information was gained through his own efforts independently of this Agreement or was obtained legally by him from third parties.

Dr



5.3. Publications about the cooperation and/or the results thereof intended by one party shall be submitted to the other party. The latter shall review the submitted materials and, within sixty (60) days after their receipt, inform the former in writing of its response.

5.3.1. No party shall unreasonably refuse to give consent. Such publications shall bear a reference indicating that the respective research and development has been undertaken under this Agreement.

5.4. The Partners shall be responsible to each other for making their employees engaged in the cooperation undertake to fulfill the obligations arising out of Clause 5. The obligations stated in Clause 5 shall not prevent any Partner from making his own know-how available to third parties even if this know-how has been extended by the inclusion of partial results from the cooperation covered by this Agreement, if these partial results are inseparably merged with that Partners own know-how.

#### Clause Six Inventions and Patent Right

6.1. Either Partner shall be entitled to patent in its name those inventions of its staff which are made during a joint project and which are related to the object of such joint project.

6.2. If the staff of the other Partner is involved in the invention, this Partner shall be entitled to patent rights commensurate with its involvement in the invention. Both Partners shall decide on the question of who shall be responsible for patenting the invention, and defending or maintaining rights arising under the patent, and on the manner in which costs shall be allocated.

6.3. If the Partners contribute to the costs involved in patenting the invention, and defending or maintaining joint rights arising under the patent as set out in 6.2., the Partners shall receive proceeds commensurate with the amount paid in the event of financial success arising from the commercial use of such patents. The Partners shall decide on the extent of their involvement when the joint invention is patented.

6.4. To the extent that no other agreements are made pursuant to 6.2., each Partner shall, where applicable, bear the costs involved in remunerating its respective members of staff responsible for the invention.

6.5. Neither Partner shall be entitled to assign its interest in a joint invention patent without the permission of the other Partner, irrespective of in whose name the joint invention is registered.

#### Clause Seven Use of Results

7.1. Both Partners shall grant each other free of charge a non-exclusive and non-transferable right to use all information and results arising from the joint projects as well as relevant inventions/patents for the purpose and during the term of this Agreement.

7.2. Upon termination of this Agreement the Partners will allow each other a non-exclusive and non-transferable right of use with respect to any results arising from



jointly performed work and joint inventions/patents. Such right shall be free of charge as far as used for scientific purposes and contract research is concerned.

7.2.1. If a Partner intends to use such right commercially for manufacture and sale of goods he shall agree with the other Partner in writing on a reasonable license fee to be paid for such use.

7.2.2. If a Partner intends to use such right by means of granting licenses thereon to third parties he shall agree with the other Partner on the scope of such license and the ratio in which royalties shall be shared between the Partners.

#### Clause Eight Liability

8.1. The Partners will not hold each other liable for any damage caused by its personnel to the personnel or equipment of the other party whilst performing tasks under this agreement unless such damage has been caused deliberately or by gross negligence.

8.2. The Partners will not hold each other liable for any damage resulting from the use of information and data submitted.

8.3. Any insurance claims which may arise from the before mentioned cases shall not be affected by this waiver.

#### Clause Nine Customs and Taxes

The Partners will assist each other in the settlement of customs and tax formalities in particular with a view to the importation and exportation of materials, systems, equipment and samples required for the cooperation under this Agreement. Each Partner shall undertake all relevant steps required by the authorities of its country on behalf of to the other Partner.

#### Clause Ten Academic Fees, Costs and Insurance

10.1. Unless it is otherwise stipulated by a specific agreement, each institution will be responsible for funding the expenses generated for its personnel. The institution receiving staff of the other partner is committed to helping the partner with housing during their stay. The academic fees for students participating in a program will be paid directly to their premises of origin, thus no exchange of academic fees will be made between the partners.

10.2. Unless not separately and differently agreed each partner bears the cost of his respective part of work.

10.3. Personnel delegated shall have a sufficient health and accident insurance covering the period of the mission.

*Dr.*



Clause Eleven  
Financial Support

In order to obtain financial support to carry out the joint programs as set in Clause 2, the Partners shall individually or mutually apply projects to national and international agencies such as the Brazilian CNPq -National Research Council and FAPESP - Sao Paulo State Research Council, the German DAAD -Deutscher Akademischer Austauschdienst, the R&D European Community agencies and others, as well as obtain financial support from industries.

Clause Twelve  
Term and Termination

This additive term will be valid for five years from the date of signature. Any adding terms and/or modifications of the agreement require written approval of the dean of UFSCar and the management board of HZG and must be attached to this document. After the initial period of five years, the agreement will be renewed in writing and under mutual consent.

Each Partner reserves the right to cancel the agreement by written letter at least 6 (six) months in advance. Each Partner shall ensure that participants in programs or activities comply with the legislation of the respective country, especially with regard to social insurance plans and liability. Any termination of this Agreement shall not affect any projects or services in progress, started from the signing of this Instrument.

Section Thirteen  
Publication of this Agreement

Aiming to give notice to the public Acts, a summary of this Agreement will be published in the official organ of each participant, if applicable.

Section Fourteen  
Disputes

If any dispute arises between the Partners in connection with this Agreement or the interpretation hereof, the Partners shall discuss such dispute in an attempt to resolve such dispute amicably. If, within 45 days of the commencement of such discussion, such dispute cannot be resolved, either Partner may refer the matter to arbitration conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce, in effect at the time, by three arbitrators appointed in accordance with said Rules. Arbitration shall be held in Paris, France, unless another location is selected by mutual agreement of the Partners. The award rendered by the arbitrators shall be final and binding upon the parties.

2

The English version of this Agreement shall be valid in all consequences.

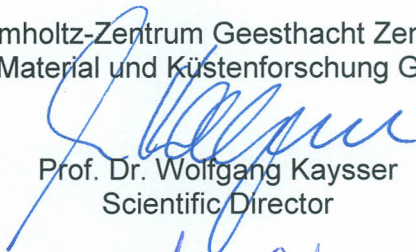
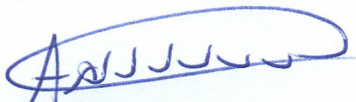
The Agreement is executed in 04 (four) originals in English and in Portuguese

Sao Carlos, 30 SET 2014

Geesthacht,

Universidade Federal de São Carlos

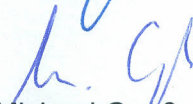
Helmholtz-Zentrum Geesthacht Zentrum  
für Material und Küstenforschung GmbH



Prof. Dr. Targino de Araújo Filho  
Rector

Prof. Dr. Wolfgang Kaysser  
Scientific Director

Prof. Dr. Pedro Augusto de Paula  
Nascente  
Head of Materials Engineering  
Department



Michael Ganß  
Executive Director

