

INTERNATIONAL COOPERATION AGREEMENT

UFSCar
Nº 117 / 14
Proc. nº 0911/14-89

Agreement between the Federal University of São Carlos and Helmholtz-Zentrum Geesthacht Zentrum für Material- und Küstenforschung GmbH

Through the following administrative covenant instrument, the parts, on one side the **Federal University of São Carlos**, situated on the São Carlos campus at Rodovia Washington Luís, Km 235, São Carlos - SP, Brazil, in this act represented as a statute, by the dean, Prof. Dr. Targino de Araújo Filho, herewith denominated **UFSCar**; and, on the other part **Helmholtz-Zentrum Geesthacht Zentrum für Material- und Küstenforschung GmbH**, situated Max-Planck-Straße 1, 21052 Geesthacht, Germany, in this act represented as a statute, by its scientific director Prof. Dr. Wolfgang Kaysser and its administrative director Mr. Michael Ganß, herewith denominated **HZG**;

CONSIDERING that **UFSCar** and **HZG** reached a settlement from which a mutual understanding resulted in as far as common activities are concerned, and which contributed to the development of science and technology.

CONSIDERING the convenience of intensifying the academic relationship between the Institutions, aiming at cooperation and exchange of knowledge and experience in the interest of both;

CONVENING THIS AGREEMENT according to the following conditions:

First Clause - OBJECTIVES

The following are objectives of this Agreement:

- I.1. To establish stable relations between **UFSCar** and **HZG**, so as to conciliate together the development of programs, plans, projects and research activities.
- I.2. To establish methodology towards the development of joint activities, particularly in as far as research work, training and staff exchange is concerned.

Second Clause - BY NATURE

II.1. The activities to be developed by the parts obeying the objectives of this instrument can be constituted as:

II.1.1. Jointly planning and executing common or complementary programs, plans of research, referent topics defined by the parts;

II.1.2. Reception and exchange of researchers, technicians or students, for short or long term periods;

II.1.3. Promoting apprenticeships, study missions, training and other forms of staff improvement;

II.1.4. Cession or exchange of scientific and technical information, as well as exchange of publications referent congresses, colloquiums seminars and meetings, of which the parts may participate in;

II.2. Subsequent official correspondence between both parts, Programs, Plans and Projects become official at which time the obligations assumed will be detailed, thus becoming explicit to this Agreement, which will be, to all events, an integral part of this instrument.

II.2.1. The cooperative Programs, Plans and Projects will mention the specific nature of the work, to its objectives and financial resources involved, including work plans and chronograms as well as respective reports.

Third Clause - RESPONSABILITIES OF BOTH PARTS

III.1. It is the duty of each part to guarantee the necessary means and material or human resources towards the development of the activities referred to in this Agreement when hosting persons from the other Institution. Means does not include financial means transferred to the hosted persons (e.g. researchers, engineers, technicians or students) or to the other part of the contract.

III.2. During the exchange activities of this Agreement, researchers, technicians or students will have to observe and be liable insofar as the Institute's legal rules and regulations, always obeying the disciplinary rules in effect at the Institute which receives them.

III.3. Each of the parts involved in this Agreement is bound to total responsibility for any eventual misuse of information and data obtained in consequence of the activities developed in cooperation throughout this Covenant.

III.4. Throughout the exchange of persons or material of both parts of the agreement, specially relating to the importation of equipment and necessary samples for the cooperation, both parts commit to help each other with the formal implementations at customs and with fiscal circumstances in effect.

III.5. The activities developed throughout this Agreement do not involve any formal employer-employee activities between either Institution or parts.

Fourth Clause - FINANCIAL RESOURCES

IV.1. Each of the parts of this Agreement is held responsible for all costs pertaining to its part during the execution of activities foreseen in this Agreement.

IV.2. The development of activities foreseen in this Agreement does not oblige either of the parts to commit resources of its own budget to assure financial support necessary to its fulfilment.

IV.3. In case of specific, isolated or joint projects, the parts can pursue resources at national or international agencies dedicated to research and development as well as enterprises from both countries.

IV.4. Federal University of São Carlos and the HZG, when receiving the students, staff and researchers on the framework of this Memorandum will facilitate the use of its facilities, laboratories and library material in order to carry out activities. Any exchange under this Agreement will be on a reciprocity basis. For the specific case of mobility of students, the students will, when applicable, pay their enrollment fees and tuitions in their home university, unless in cases described between the parts in Addendum Terms of this Agreement.

Fifth Clause - INTELLECTUAL OWNERSHIP

V.1. The intellectual product of activities developed throughout this Agreement by the staff and researchers of **UFSCar** and by **HZG**, comprises valuable patrimony, protected by academic norms and by the legislation in effect.

V.2. When the activities result in the development or perfection of material goods, the utilization or ownership rights must be foreseen in a specific contract/agreement, thus guaranteeing the exclusive ownership of each of the parts in its respective national territory.

V.3. The parts will strive in their efforts to impede improper divulgation or improper utilization of data, information, techniques, methods or other material goods utilized in or resulting from activities developed throughout this Agreement.

V.4. The divulgation of activities and the propagation of knowledge resulting from this Agreement will explicitly mention both parts of the Agreement.

V.5. The divulgation and publishing of technical and scientific work, undergraduate student's monographs, master's or doctorate's theses originating or related to the activities throughout this Agreement will always be conceivable under the conditions and limitations foreseen in this Clause and in the legislation in effect.

Sixth Clause - VALIDITY

This Agreement will be in effect for the duration of 60 (sixty) months from the moment it is duly signed.

Seventh Clause - MODIFICATION AND RESCISSION

VII.1. This Agreement may be altered upon consent by both parts with the approval of the Addendum Term.

VII.2. The Work Plans approved by this Agreement can have their execution formally modified, suspended or cancelled, when, due to explicit technical reasons, one of the parts, or both agree its pursuance to be inconvenient.

VII.3. Each of the parts can rescind this Agreement upon well-founded previous notification, with a minimum of 90 (ninety) days forewarning, notifying receipt, and without causing harm to ongoing activities.

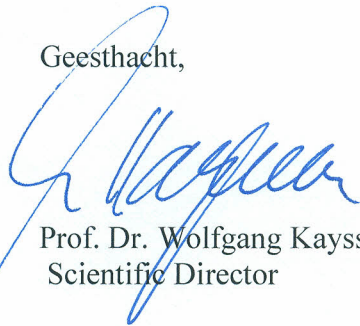
Eighth Clause – SOLUTION OF CONTROVERSIES

Questions and controversies arising from this Agreement will be solved by direct entente or by an arbitrator chosen by mutual consensus of the both institutions involved.

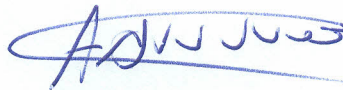
AND BEING IN JUST AGREED the parts sign this instrument in 4 (four) identical copies, two in Portuguese and two copies in English, in front of the witnesses cited below.

Geesthacht,

São Carlos, 30 SET 2014



Prof. Dr. Wolfgang Kaysser,
Scientific Director



Prof. Dr. Targino de Araújo Filho
Rector - UFSCar



Michael Ganß
Administrative Director

Prof. Dr. Adilson Jesus Ap. de Oliveira
Reitor em Exercício - UFSCar

