

## INTERNATIONAL COOPERATION AGREEMENT

**Academic, scientific and technical cooperation agreement by and between the Federal University of São Carlos (Brazil) and Universitätsklinikum Jena (Germany)**

The Federal University of São Carlos, based on São Carlos campus, at *Rodovia Washington Luís*, km 235, in São Carlos, in the state of São Paulo, Brazil, in this act represented by its Rector, Prof. Wanda Aparecida Machado Hoffmann, Ph.D., and *Universitätsklinikum Jena*, based at 18 *Bachstraße*, 07743 Jena, in the Free State of Thuringia, Germany, represented in this act by its Commercial Board, Dr. Brunhilde Seidel-Kwem, aiming to formally promote academic, scientific and technical cooperation between them, and acknowledging that such collaboration may result in their continuous strengthening and growth, enter into this Agreement, which shall be governed by the following terms and conditions:

### SECTION 1 – PURPOSE

The Federal University of São Carlos and *Universitätsklinikum Jena* agree to promote academic, scientific and technical cooperation between them, in knowledge areas and/or regarding scientific topics of their mutual interest, which may comprise:

- a) Exchange of faculty and researchers.
- b) Joint development of research projects, such as the project “Evolutionary cytogenomics, genetic diversity and Biogeography of Arowana species (Teleostei: Osteoglossiformes)” (see Annexes A and B), selected by São Paulo Research Foundation (FAPESP) on the framework of program SPRINT – São Paulo Researchers in International Collaboration in July, 2019, under the call for proposals DAAD/PROPASP (Germany-São Paulo Research Program/*Deutscher Akademischer Austauschdienst*) SPRINT 1<sup>st</sup> Edition 2019, to receive funding pursuant to FAPESP Grant Number 2019/04877-0.
- c) Co-organization of academic, scientific and cultural events, e.g., conferences, symposia, seminars and colloquia.
- d) Assignment and exchange of scientific and technical information and publications.
- e) Student exchange.
- f) Exchange of technical and administrative staff.
- g) Other academic, scientific and cultural programs, projects and activities that the Parties may mutually wish to develop, in accord with their respective institutional purposes.

### SECTION 2 – IMPLEMENTATION

The development of any activity listed in the previous clause, which will be implemented under this Agreement, shall respect the rules in force at both Parties, will be subject to formal programs or projects that have been prior approved by their respective authorities or authorized bodies, must be displayed following the format provided in Annex A hereto and will depend upon the availability of appropriate funds.

### SECTION 3 – FUNDING

Both Parties shall strive to procure funding from internal and/or external sources, in order to propitiate the development of academic, scientific and technical activities under this Agreement. The Parties are not compelled to give any guarantee regarding the availability of funds.

### SECTION 4 – REQUIREMENTS

Faculty, researchers, students and technical and administrative staff taking part in activities under this Agreement shall comply with the immigration requirements of the country where the

host institution is situated and must purchase insurance of international medical and hospital services, personal accident, civil liability, and medical and mortal remains repatriation, covering their respective whole stay abroad.

#### **SECTION 5 – ACADEMIC FEES**

Students participating in mobilities under this Agreement shall pay the academic fees, where existing, to their home institution and will be waived from the payment of equivalent costs at the host institution.

#### **SECTION 6 – INTELLECTUAL PROPERTY RIGHTS**

Each Party shall own all Intellectual Property (IP) rights which are generated by its faculty, researchers, students and agents within the development of projects and activities hereunder. Considering that this Agreement is important to the progress of science and the production of knowledge and technology, both Parties agree to provide each other with non-exclusive, cost free, mutual licenses to make use of such IP for the sole purpose of internal non-commercial academic activities.

In the event that both Parties are responsible for the joint generation of IP, such IP shall be jointly owned in accordance with the inventive contribution made by each Party and in compliance with the national legislation of their respective countries, the valid international conventions on the subject and, where the case, also with the policies for IP defined by the institution(s) which is(are) responsible for funding the research staff. Should such IP be capable of commercial exploitation, neither Party shall exploit it without the prior consent from the other, following terms to be agreed in writing by means of a specific agreement or contract.

#### **SECTION 7 – PUBLICATION OF RESULTS**

Both Parties shall jointly publish results arising from the cooperation set forth herein, in accordance with the usual academic practice and their respective policies. In the event of publication by one Party, the other Party shall be asked to give thirty (30)-day prior written consent. If such consent is not given within the stipulated period, the publication will be considered to have been authorized.

Both Parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative academic activities described in Section 1 hereof for their own research and development purposes. However, any use by either Party of the other Party's background information for research and development purposes shall be the subject of a separate specific agreement.

#### **SECTION 8 – CONFIDENTIALITY OF INFORMATION**

This Agreement and all documents and information provided by one Party to the other party under or in connection herewith or any subsequent contractual duties shall be treated as confidential ("the Confidential Information"), pursuant the policies of each Party and the national legislation of both countries. The Confidential Information shall not be used except for the purposes for which it was made available, and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing party.

Neither Party will be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party to the extent that it:

- i. is known to the party making the disclosure before its receipt and not subject to any obligation of confidentiality to another party; or
- ii. is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential; or

- iii. has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
- iv. has been independently developed by the party making the disclosure; or
- v. is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other party whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
- vi. is approved for release in writing by an authorized representative of the party whose information it is.

## SECTION 9 – EFFECTIVE TERM

This Agreement is valid as from the date of the last signature by both Parties and will remain in force for five (5) years.

## SECTION 10 – AMENDMENTS

Any changes to the terms and conditions of this Agreement, including the extension of the duration hereof, shall only become effective by means of a written amendment or addendum signed by both Parties.

## SECTION 11 – COORDINATION

As coordinators for this Agreement the following are appointed: on behalf of the Federal University of São Carlos, Dr. Marcelo de Bello Cioffi, professor of the Department of Genetics and Evolution; and on behalf of *Universitätsklinikum Jena*, Dr. Thomas Liehr, PD at the Institute of Human Genetics.

## SECTION 12 – TERMINATION

This Agreement may be terminated at any time by either Party by means of a well-founded notice in writing given to the other Party within one hundred eighty (180) days in advance and along with return receipt. Eventually ongoing activities by the time of the termination will be duly concluded.

## SECTION 13 – SETTLEMENT OF DISPUTES

Questions and controversies arising from the interpretation or execution of this Agreement will be friendly solved by the Parties. In case a friendly solution is not possible or achieved, they shall jointly appoint a third party, natural person, to act as arbitrator or mediator.

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

São Carlos, São Paulo (Brazil),

30 AUG 2019



Prof. Wanda Aparecida Machado Hoffmann,  
Ph.D.

Rector

Federal University of São Carlos

Jena, Free State of Thuringia (Germany),




Dr. Brunhilde Seidel-Kwem

UNIVERSITÄTSKLINIKUM JENA

Commercial Board  
Universitätsklinikum Jena

Dr. Thomas Liehr  
Forschungskordinator  
Postfach  
07740 Jena

**ANNEX A – Display format of the specific academic, scientific and/or technical activity to be jointly implemented**

<p><b>Activity nature/title</b></p>	<p>Joint research project “Evolutionary cytogenomics, genetic diversity and Biogeography of Arowana species (Teleostei: Osteoglossiformes)”, selected by São Paulo Research Foundation (FAPESP) on the framework of program SPRINT – São Paulo Researchers in International Collaboration in July, 2019, under the call for proposals DAAD/PROPASP (Germany-São Paulo Research Program/<i>Deutscher Akademischer Austauschdienst</i>) SPRINT 1<sup>st</sup> Edition 2019</p>
<p><b>Funding source</b></p>	<p>FAPESP Grant Number 2019/04877-0, in connection with SPRINT program</p>
<p><b>Direct responsible – Federal University of São Carlos</b></p>	<p>Prof. Marcelo de Bello Cioffi, Ph.D., Department of Genetics and Evolution</p>
<p><b>Direct responsible – Universitätsklinikum Jena</b></p>	<p>Prof. Thomas Liehr, Ph.D., Institute of Human Genetics</p>
<p><b>Signature for and on behalf of the Federal University of São Carlos</b></p>	<p>Name: Prof. Wanda Aparecida Machado Hoffmann, Ph.D.              Title: rector            Date: 30 AUG 2019</p>
<p><b>Signature for and on behalf of Universitätsklinikum Jena</b></p>	<p>Name: Dr. Brunhilde Seidel-Kwem              Title: Commercial Board            Date: 19/9/19              UNIVERSITÄTSKLINIKUM JENA            Dr. Tobias Neumann            Forschungskoordinator            Postfach            07740 Jena</p>



**ANNEX B – Research project to be jointly developed**

See enclosed project.

A handwritten signature in blue ink, consisting of stylized, overlapping letters, located in the bottom right corner of the page.

