



NovelYeast

## SPECIFIC AGREEMENT OF INTERNATIONAL COOPERATION

<b>UFSCar</b> N.º: 066/2023 Processo: 23112.039640/2022-61
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**Specific agreement of academic, scientific, technical and cultural cooperation between the Federal University of São Carlos (Brazil) and the NovelYeast bv (Belgium) in the area of Chemical Engineering, especially regarding the topic “process development based on the use of genetically modified strains for obtaining industrial products by sustainable routes”**

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 Chemical Engineering and Graduate Program on Chemical Engineering, and the NovelYeast bv, with registered offices at *Banhagestraat 40*, 3052 Oud-Heverlee, Leuven, Belgium, represented herein by its Founder and Managing Director, Prof. Johan M. Thevelein, hereinafter referred to as “NovelYeast”,

**WHEREAS** both Parties are interested in the development of Higher Education, scientific knowledge and research, and technology,

**WHEREAS** they wish to formally establish relationship between them, aiming to promote their continuous strengthening, enhancement and advancement by jointly developing academic, scientific, technical and cultural activities in the area of Chemical Engineering, especially regarding the topic “process development based on the use of genetically modified strains for obtaining industrial products by sustainable routes”,

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

### **SECTION 1 – Purpose**

This Agreement establishes and governs academic, scientific, technical and cultural cooperation between the Parties in the area of Chemical Engineering, especially regarding the topic “process development based on the use of genetically modified strains for obtaining industrial products by sustainable routes”, which may comprise the development of the following activities:

- I. Exchange of undergraduate and/or graduate students from either Party, so as to attend courses and/or training, take part in research activities and/or do internship/practicum at the other Party.
- II. Exchange of professors, researchers and/or technical or administrative staff members of either Party, so as to give lectures, workshops and training modules, teach courses and/or carry out or participate in research or training activities at the other Party.
- III. Joint development of research projects, which work plans shall be timely attached hereto.

- IV. Sharing and exchange of scientific, technical and cultural information, as well as joint production of academic, scientific and technical publications.

## **SECTION 2 – Coordination**

In order to coordinate the implementation of this Agreement and the pursuit of its purpose, UFSCar indicates Dr. Thaís Suzane Milessi Esteves, Assistant Professor at its Department of Chemical Engineering and Graduate Program on Chemical Engineering, and NovelYeast indicates its Founder and Managing Director, Prof. Johan M. Thevelein.

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

## **SECTION 3 – Exchange of students, professors, researchers and technical or administrative staff members**

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

- I. The maximum number of exchange students, professors, researchers and/or technical or administrative staff members from any Party in mobility at the other, as well as the length of their respective stay at the host Party, 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 exchange of professors, researchers and technical or administrative staff members requires formal invitation by professor or researcher from the host Party or, where the case, by authorized officer or representative of such Party.
- III. An individual study or training plan/learning agreement, research plan and/or internship/practicum project or plan must be elaborated for each student. For each professor, researcher or technical or administrative staff member a research plan and/or work plan shall be elaborated. Those plans, which will be executed at the host Party, must be prepared before the arrival of the corresponding students, professors, researchers and technical or administrative staff members at said Party.
- IV. Students, professors, researchers and technical or administrative staff members accepted by the host Party will be subject not only to the rules and regulations in force there, but also to the immigration law of the country where said Party is situated.
- V. Before arriving in the country of the host Party, accepted students, professors, researchers and technical or administrative staff members must purchase health, personal accident, civil liability, and medical and mortal remains repatriation insurances featuring coverage for the whole period of their respective exchange.
- VI. Both Parties shall facilitate the access and use of its own facilities, equipment, laboratories and library material by exchange students, professors, researchers and technical or administrative staff members, so as to enable the proper development of their respective activities.
- VII. 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.

- VIII. The host Party shall send to the home Party 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, researchers and technical or administrative staff members participating in the exchanges, to the possible extent.
- IX. Participation in any activity under this Agreement does not generate any formal employer-employee relationship between any person from either Party and the other Party.

#### **SECTION 4 – Financial resources**

Unless otherwise agreed in an amendment hereto, this Agreement 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 Agreement. 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 Agreement 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 Agreement, 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 Agreement;
  - 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, and strain, 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

Agreement, 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 Agreement, will be jointly owned by UFSCar and NovelYeast. 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 Agreement, NovelYeast 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 Agreement, 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 Agreement are observed, both Parties are entitled to publish or present results from the development hereof. Any publication or presentation resulting from this Agreement 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 Agreement 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, amendments and termination**

This Agreement is valid as from the date of the last signature by both Parties and will remain in force for five (5) years. The duration hereof may be extended by means of a duly signed amendment.

Any amendment hereto shall be agreed in writing and signed by the authorized representatives of both Parties.

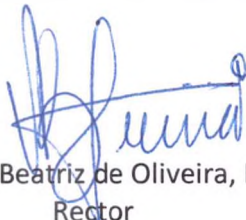
Any Party can terminate this Agreement at any time by giving the other Party a reasoned termination notice in writing at least three (3) months in advance, along with return receipt. In the event of termination hereof, eventually ongoing activities will be duly concluded.

#### **SECTION 7 – Settlement of disputes**

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

Both 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

NOVELYEAST BV



Prof. Johan M. Thevelein  
Founder and Managing Director

São Carlos, São Paulo (Brazil), 24/9/2023

Oud-Heverlee, Leuven (Belgium),