

1st ADDENDUM TO INTERNATIONAL COOPERATION AGREEMENT

UFSCar
N.º: 1º TA ao CCI nº 16/2015
Processo: 23112.004436/2014-10

First addendum to the academic and scientific cooperation agreement between the Federal University of São Carlos (Brazil) and Aarhus Universitet (Denmark) signed on March 9, 2015

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, hereinafter referred to as “UFSCar”; and *Aarhus University*, based at 1 Nordre Ringgade, in Aarhus, Denmark, represented in this act by its Rector, Brian Bech Nielsen, hereinafter referred to as “AU”;

WHEREAS the institutions entered into an academic and scientific cooperation agreement on March 9, 2015 (the “Agreement”), in order to establish stable relations between them, so as to conciliate together the development of the programs, plans, projects and research activities, as well to establish methodology towards the development of joint activities, particularly in as far as research work, training and staff exchange is concerned, especially in the following knowledge areas: Agroecology and related Life Sciences, Engineering, Food Science and Animal Science;

WHEREAS the validity period of the Agreement, pursuant to its Seventh Clause, will end on March 9, 2020, and both parties thereto wish to extend its duration, in order to keep their institutional relationship, formally prolong their ongoing academic and scientific cooperation and eventually expand such collaboration towards other knowledge areas of mutual interest;

WHEREAS the Agreement explicitly provides that it may be modified through addenda thereto;

THE PARTIES ENTER INTO THIS ADDENDUM according to the following clauses:

First Clause – TERM

This addendum extends the validity of the Agreement for additional five (5) years from March 9, 2020. The Agreement will thus terminate on March 9, 2025.

Second Clause – AMENDMENTS

The Agreement is amended as follows:

II.1. The Third Clause, III.3, of the Agreement is amended and shall have the following wording: “Each Party is solely responsible for its use of information received from the other Party.”.

II.2. The Third Clause, III.4, of the Agreement is amended and shall have the following wording: “Each Party will assist the other by providing documentation to a reasonable and necessary degree to help with formal customs and fiscal requirements for exchanged equipment and necessary samples.”.



III.3. The Fourth Clause of the Agreement is amended and shall have the following wording: "The Parties are not authorized to publish or pass on to a third party any confidential information received from the other Party. Confidential information does not include information which was already publicly accessible prior to receipt, was in the possession of the receiving Party prior to receipt, is subsequently received from a third party entitled to pass it on, or is independently developed by the receiving Party."

III.4. The Sixth Clause, VI.2, of the Agreement is amended and shall have the following wording: "Commercialization of any joint patentable results generated by the Parties shall be subject to specific agreement."

III.5. The Sixth Clause, VI.3. of the Agreement is amended and shall have the following wording: "The Parties will strive to publish relevant results from the collaboration in accordance with their purpose and national legislation."

Third Clause – LETTER OF INTENT

It is reiterated hereby that the Agreement does not impose any obligations on the Parties to carry out work or commit funds. Any specific collaborations, joint programs or staff exchange must be agreed separately.

Fourth Clause – CONFIRMATION

Any terms of the Agreement not expressly amended herein remain unchanged and in effect.

The Parties sign this amendment in two identical copies in English and two identical copies in Portuguese – one in each language for each Party. In the event of any discrepancy, difference or dispute between the English and the Portuguese version, the English version shall prevail.

FEDERAL UNIVERSITY OF SÃO CARLOS

AARHUS UNIVERSITY


Prof. Wanda Aparecida Machado Hoffmann
Rector


Mr. Brian Bech Nielsen
Rector

São Carlos, FEBRUARY 20, 2020

Aarhus, 05.03.2020