



UFSCar
Nº 016 / 2015
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INTERNATIONAL COOPERATION AGREEMENT

Agreement between the Federal University of São Carlos and Aarhus University

The **Federal University of São Carlos** (“**UFSCar**”), situated at the São Carlos campus at Rodovia Washington Luís, Km 235, São Carlos, in the State of São Paulo, Brazil, herein represented by its Rector, Prof. Targino de Araujo Filho, and **Aarhus University** (“**AU**”), situated at Nordre Ringgade 1, 8000 Aarhus C, herein represented by its Rector, Prof. Brian Bech Nielsen, collectively referred to as “Parties” or, as the context permits, “Party”, hereby agree on the terms of this cooperation agreement.

CONSIDERING that **UFSCar** and **AU** have reached an agreement from which a mutual understanding on common activities has resulted and which contributes to the development of science and technology;

CONSIDERING the convenience of intensifying the academic relationship between the Parties 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 **AU**, 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 – FORMS OF COOPERATION

II.1. The activities to be developed by the parties in line with the objectives of this instrument include:

II.1.1. Jointly planning and executing joint or complementary programs, plans of research on topics defined by the parties;

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

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

II.1.4. Exchange of scientific and technical information, as well as exchange of publications at congresses, colloquiums, seminars and meetings, in which the Parties may participate.

II.2. Joint programs, plans and projects will be detailed, in addenda to this Agreement.

II.2.1. Joint programs, plans and projects will mention the specific nature of work, its objectives and the financial resources involved, including work plans and timeframes as well as reporting requirements;

II.2.2. Reflecting mutual research interests, the Parties have so far identified, but will not limit themselves to, the following areas of cooperation:

II.2.2.1. Agroecology and related Life Sciences;

II.2.2.2. Engineering;

II.2.2.3. Food Science;

II.2.2.4. Animal Science.

II.2.3. For individual research activities, detailed concept notes and specific agreements will be prepared as addenda to this agreement, including specifications of objectives, activities, outputs and resources required to achieve the desired results.

Third Clause – RESPONSIBILITIES OF BOTH PARTIES

III.1. It is the duty of each Party 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.

III.2. During the exchange activities of this Agreement, researchers, technicians and students will have to observe the receiving entity's legal rules and regulations, always obeying the disciplinary rules in effect.

III.3. Each of the Parties 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 Agreement.

III.4. Throughout the exchange of persons or material of both Parties of the Agreement, specially relating to the importation of equipment and necessary samples for the cooperation, both Parties commit to help each other with the formal implementation 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 Party.



III.5.1. Each participant involved in activities and programs of exchange on the scope of this Agreement is responsible for health and accident insurance for his/her own.

Fourth Clause – CONFIDENTIALITY

The Parties are not authorized to publish, divulge or, in any way, use the confidential information, which is the information that is not in public domain, including the confidential information pertaining to the other Party that was generated before the cooperation and obtained due to it.

Fifth Clause – FINANCIAL RESOURCES

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

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

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

V.4. The Parties, when receiving the students, staff and researchers within the framework of Agreement, 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 reciprocal basis. For the specific case of mobility of students, the students will, when applicable, pay their enrollment fees and tuitions in their home university and, in general, adhere to the stipulations described between the Parties in the addenda to this Agreement.

Sixth Clause – INTELLECTUAL OWNERSHIP

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

VI.2. When the activities result in the development or perfection of immaterial goods, the utilization or ownership rights must be foreseen in a specific contract/agreement, thus guaranteeing the co-ownership of each of the Parties in both territory and the way this product will be commercially exploited.

VI.3. The Parties 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.

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



VI.5. The divulgation and publishing of technical and scientific work, undergraduate students' 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.

Seventh Clause – VALIDITY AND COORDINATION

VII.1. This Agreement will be in effect for the duration of 60 (sixty) months from the moment it is duly signed.

VII.2. To ensure technical and administrative coordination of this Agreement, UFSCar hereby appoints Dr. Camila Höfling, International Relations Officer, and AU hereby appoints Dr. Torsten Rødel Berg, Senior Research Internationalisation Adviser.

Eighth Clause – MODIFICATION AND CANCELLATION

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

Ninth Clause – SOLUTION OF CONTROVERSIES

In order to settle any doubts that may arise under the performance or in the implementation of this Agreement, the Parties shall exert their best efforts to arrive at a solution by mutual consent. In the event such consent is found to be impossible, the Parties shall jointly appoint a third party, natural person, to act as mediator.

AND BEING IN AGREEMENT, the Parties sign this instrument in 4 (four) identical copies, two in Portuguese and two copies in English, to the same effect.

Aarhus, 9 of MARCH 2015

São Carlos, 07 of JAN 2015

Prof. Brian Bech Nielsen
Rector
Aarhus University

Prof. Dr. Targino de Araújo Filho
Rector
UFSCar