

UFSCar
N° 034 / 2019
Proc. 23112.001416/2019-00

**SPECIFIC COLLABORATION AGREEMENT OF RESEARCH STAFF MOBILITY
BETWEEN THE INSTITUTE OF CHEMICAL RESEARCH OF CATALONIA AND THE
FEDERAL UNIVERSITY OF SÃO CARLOS, FOR THE INTEREST OF ITS
DEPARTMENT OF CHEMISTRY**

This agreement is effective as of 17 of May of 2019.

On the one hand,

Prof. Wanda Aparecida Machado Hoffmann, Ph.D., holding the national identity document no. 7.607.024-4, on behalf of the Federal University of São Carlos (hereinafter 'UFSCar'), with registered offices on São Carlos campus, at 235 km Washington Luís highway, 13565-905 São Carlos, State of São Paulo, Brazil, for the interest of its Department of Chemistry, in her capacity as Rector.

On the other hand,

Prof. Miquel Àngel Pericàs Brondo, holding National ID no. 41391413-S, on behalf of the Institute of Chemical Research of Catalonia (hereinafter 'ICIQ'), with registered offices at Av. Països Catalans, 16, 43007 Tarragona, in his capacity as Director.

(Hereinafter jointly referred to as 'the parties' and separately as a "party").

Both parties mutually acknowledge that they have the necessary legal capacity to sign this document on behalf of their respective institutions and, for this purpose,

HEREBY DECLARE

ICIQ is a non-profit organisation with objectives that include: promoting and carrying out fundamental and applied research of excellence in various fields of chemistry, particularly with regard to catalysis, supramolecular chemistry and the development of renewable energies; generating, promoting and disseminating chemistry; training technical and research staff in the field of chemistry; transferring technology to chemical and pharmaceutical industries; and promoting and organising the cooperation between research organisations which are involved in the chemistry field, especially in biomedicine, nanotechnology, materials science and photonics. ICIQ holds the Severo Ochoa accreditation of excellence provided by the Government of Spain and belongs to the network of research centres of Catalonia identified as "CERCA centres".

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UFSCar is a public institution of Higher Education with objectives that include: training human resources; producing and disseminating knowledge; divulging scientific, technological, cultural and artistic content; and promoting integration and cooperation with universities and other local and foreign scientific, cultural and educational institutions. UFSCar has been continuously given the highest grade in the nationwide quality assessment of Higher Education institutions carried out yearly by the Ministry of Education of Brazil.

That both institutions have common interests, and are therefore interested in establishing this specific collaboration agreement to mobilise professionals and research staff from both institutions (hereinafter 'agreement'), according to the following clauses:

CLAUSES

ONE. DEFINITIONS.

Associate researcher: A researcher who has a working or other legal or formal relationship with one of the parties, being this through a pre-doctoral grant, a contract or a by-law, and who carries out either full-time or part-time research tasks assigned to him/her at the other party's facilities.

Original centre: The party with which the associate researcher has a working or other legal or formal relationship and which is responsible for paying, or intermediates or somehow participates in the procedures of payment of, the salary or grant received by the associate researcher for his/her research tasks.

Receiving centre: The party which, although not the original centre of the associate researcher, makes its facilities and resources available to the associate researcher to allow him/her to carry out said research tasks.

TWO. OBJECTIVE OF THE AGREEMENT.

The objective of this agreement is to regulate the mobility of professionals and/or research staff between the parties, either when participating in research collaborations or when providing training sessions to students and academic staff. The features of each case are stipulated in an appendix included alongside this agreement. These periods do not entail any professional relationship or association of any type between the associate researcher and the receiving centre.

THREE. TERMS.

This agreement becomes effective on the date it is signed by both parties and remains in force for a period of 5 years.

FOUR. SUPERVISION.

Relocated associate researchers, both at the original centre and the receiving centre, will be allocated a tutor each who will be responsible for supervising their research tasks, and for managing any notification with regard to this agreement. Tutors' names and contact details will be specified in the corresponding appendix.

FIVE. CONFIDENTIALITY.

All knowledge containing business or professional secrets, technical secrets or commercial and financial information that the owner has disclosed to the other party (receiving party) marked or otherwise clearly indicated as confidential shall be kept in confidence. Confidential information shall not be disclosed to third parties and shall be used only as is necessary for the performance of this agreement. The receiving party shall exercise the same degree of care, nevertheless not less than reasonable care, for the received confidential information as it exercises in respect of its own confidential information of like nature.

The obligation for confidentiality shall not extend to information that the receiving party can show

- (a) was public or otherwise generally available at the time of receipt,
- (b) has become public or otherwise generally available after receipt by the receiving party,
- (c) was already in the possession of the receiving party at the time of receipt without any secrecy restrictions or confidentiality commitments,
- (d) was lawfully obtained from a third party without any secrecy obligation or confidentiality commitment,
- (e) was developed independently by the receiving party.

The obligation for confidentiality shall not apply to information which has to be disclosed by virtue of law, decree, governmental order or other similar provisions.

This confidentiality requirement shall remain in force after the collaboration has finalised for a period of 5 (five) years or until such time as an independent third party who is not subject to any confidentiality requirements makes this information public.

SIX. INDUSTRIAL PROPERTY.

Any invention that stems from collaboration regulated by this agreement and, as a result, any intellectual or industrial property rights, shall be distributed among the parties as defined below:

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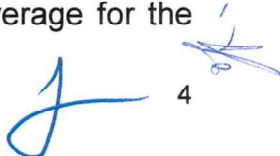
- 6.1. Inventors shall sign a document defining the contribution percentage for each inventor involved in the invention.
- 6.2. Results mean any information, knowledge, and know-how, including but not restricted to any intellectual property rights, created by a party or by a third party working for that party, during or otherwise in connection to this agreement.
- 6.3. The receiving centre shall own 50% of the intellectual and industrial property rights corresponding to the invention contribution of associated researchers, and 100% of the intellectual and industrial property rights corresponding to the invention contribution of researchers linked to the receiving centre.
- 6.4. The original centre shall own 50% of the intellectual and industrial property rights corresponding to the invention contribution of associated researchers, and 100% of the intellectual and industrial property rights corresponding to the invention contribution of the remaining researchers linked to the original centre.
- 6.5. The parties shall sign a joint invention ownership agreement, which will include the ownership percentage of each party, defined according to this clause.
- 6.6. Background rights mean any information, knowledge, and know-how, including but not restricted to any intellectual property rights, created by the specific research group of a Party or created by a third party working for that party outside of the research work carried out under this agreement.
- 6.7. This agreement shall not have any effect on the background rights of the parties and no right, interest, title or ownership with regard to any party's Background rights shall be deemed to be transferred to the other party as a result of this agreement or the performance of the research work unless otherwise agreed in writing.

Any benefits that are obtained as a result of commercially exploiting the invention or the associated intellectual and industrial property rights, and the related expenses thereof, shall be shared according to the ownership percentage of each party.

SEVEN. ACCIDENTS.

The original centre must put in place the necessary procedures to include associate researchers in its student insurance policies, where existing, and/or, where applicable, collective accident insurance policies contracted in their name and which must cover the period associate researchers are relocated at the receiving centre. Otherwise (*i.e.*, should this statement do not apply to any specific, concrete case), associate researchers shall purchase the due or required insurances featuring coverage for the

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period they are relocated at the receiving centre. Regardless this statement, ICIQ will always contract an accident insurance for the associate researcher.

During the relocation period at the receiving centre, associate researchers agree to follow the occupational risk prevention plan in place and any safety instructions issued by receiving centre staff.

EIGHT. TERMINATION.

Either of the parties may terminate this agreement if the other party fails to comply with its terms and does not satisfactorily resolve the breach within a period of 30 days from the written notification of the breach. Clauses five and six shall remain in force even if this agreement is terminated.

NINE. GENERAL.

- a) This document contains the whole agreement between the parties regarding the raised issues and may only be amended through written agreement by the document parties, expressly stipulating the change, and must be signed in name by both parties.
- b) No agreement terms or conditions shall be waived unless a written document is submitted and signed by the party against which the waiver is expected to apply. A waiver relating to any breach of this agreement shall not be interpreted to mean that any subsequent breaches of the same nature or of another shall also be waived.
- c) If any terms or conditions of this agreement or the application thereof are considered invalid or not applicable, the remaining terms and conditions of this agreement will not be affected.
- d) No items in this agreement create or can be considered to create an association or a relationship of principal and representative or employer and employee between the parties.
- e) Any notifications or other documents that are awarded by virtue of this agreement must be delivered or sent via first-class, pre-paid registered post to the recipient party, to the address established on Page 1 and in the appendix to this agreement, or to any other address that has been indicated to the other party in accordance with this clause.



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TEN. COLLABORATION OBLIGATION.

At all times, the parties shall act in accordance with the principles of good faith and efficacy. This agreement is regulated by the Receiving centre legislation. In case of disputes, the parties shall resolve their differences out of court. Any dispute which cannot be resolved by mentioned manner shall be considered in the court of the receiving centre.

In witness whereof and for all relevant purposes, both parties hereby sign this document, in equal counterparts in English and in Portuguese, in the places and on the dates indicated below. In the event of any discrepancy, difference or dispute between the English and the Portuguese version, the English version shall prevail.

ON BEHALF OF ICIQ

Prof. Miquel Àngel Pericàs
Brondo
Director



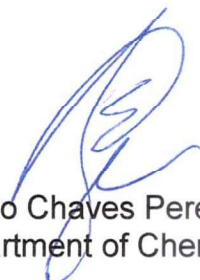
Tarragona,

ON BEHALF OF UFSCar

Prof. Wanda Aparecida Machado Hoffmann, Ph.D.
Rector



Prof. Ernesto Chaves Pereira de Souza, Ph.D.
Head, Department of Chemistry



São Carlos, 17/MAY/2019