



UFSCar
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SPECIFIC AGREEMENT OF INTERNATIONAL COOPERATION

Specific agreement of academic, scientific, technical and cultural cooperation between the Federal University of São Carlos (Brazil) and IMDEA Energy Institute (Spain) in areas and/of regarding topics of their mutual interest

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”, and IMDEA Energy Institute, with registered offices at 3 Ramón de la Sagra avenue – E-28935, in Móstoles, in the Community of Madrid, Spain, represented herein by its Director, Dr. David P. Serrano, hereinafter referred to as “IMDEA Energy”,

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

WHEREAS they wish to formally establish an institutional relationship between them, aiming to promote their continuous strengthening, enhancement and advancement by jointly developing academic, scientific, technical and cultural activities in areas and/of regarding topics of their mutual interest,

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 research areas and/of regarding scientific topics of their mutual interest, which may comprise the development of the following activities:

- I. Exchange of graduate students, so as to attend courses, take part in research activities and/or do academic internship/practicum at the host institution.
- II. Exchange of professors and researchers, so as to give lectures and workshops, teach courses and/or carry out or participate in research activities at the host institution.
- III. Joint supervision of doctoral (Ph.D.) dissertations/theses, by supervisors from each institution, by duly executing proper, distinct, separate agreements, referring to each dissertation/thesis and its respective doctoral (Ph.D.) student.
- IV. Joint development of research projects, which work plans shall be timely attached hereto.
- V. Assignment and exchange of scientific, technical and cultural information, as well as joint production of academic, scientific and technical publications.
- VI. Co-organization of academic, scientific and cultural events, *e.g.*, conferences, symposia, seminars and colloquia.

SECTION 2 – Coordination

In order to coordinate the implementation of this Agreement and the pursuit of its purpose, UFSCar indicates Dr. Luis Augusto Martins Ruotolo, professor of its Graduate Program on Chemical Engineering, and IMDEA Energy indicates Dr. Julio José Lado Garrido, postdoctoral researcher at its Electrochemical Processes Unit.

The coordinators shall supervise the study 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 and researchers

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

- I. The maximum number of exchange students, professors and researchers from any institution in mobility at the other, as well as the length of their respective stay at the host institution, 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 coordinator at the home institution will select the students who apply for exchange. Such selection shall be based on their academic performance. The final acceptance (admission) of each selected applicant will be decided by the host institution.
- III. The exchange of professors and researchers requires formal invitation by professor or researcher from the host institution.
- IV. An individual study plan/learning agreement, research plan and/or internship/practicum project or plan must be elaborated for each student. For each professor and researcher a research plan and/or work plan shall be elaborated. Those plans, which will be executed at the host institution, must be prepared before the arrival of the corresponding students, professors and researchers at said institution, as well as attached as annexes hereto.
- V. Students, professors and researchers accepted by the host institution will be subject not only to the rules and regulations in force there, but also to the immigration law of the country where said institution is situated.
- VI. Before beginning their stay at the host institution or, where required, before arriving in the country of the said institution, accepted students, professors and researchers must purchase health, personal accident, civil liability, and medical and mortal remains repatriation insurances featuring coverage for the whole period of their respective exchange.
- VII. Both institutions shall facilitate the access and use of its own facilities, equipments, laboratories and library material by exchange students, professors and researchers, so as to enable the proper development of their respective activities.
- VIII. The host institution shall waive the academic fees, where required, regarding the mobility of students, professors and researchers from the other institution.
- IX. 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.

- X. Exchange students will not be entitled to diploma issued by the host institution and will remain as degree-seeking students at their respective home institution.
- XI. The host institution shall send to the home institution 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 and researchers participating in the exchanges, to the possible extent.
- XII. 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, 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 IMDEA Energy. 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, IMDEA Energy 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 a friendly solution is not possible, the remaining disputes shall be settled in compliance with International Law.

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

FEDERAL UNIVERSITY OF SÃO CARLOS



Prof. Ana Beatriz de Oliveira, Ph.D.
Rector

IMDEA ENERGY INSTITUTE



Dr. David P. Serrano
Director

São Carlos, São Paulo (Brazil), 30 Sep 2021 Móstoles, Madrid (Spain),