

UFSCar
N.º: 008/2022
Processo: 23112.005803/2021-21

SPECIFIC AGREEMENT OF INTERNATIONAL RESEARCH COOPERATION

BETWEEN:

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 Materials Engineering and Graduate Program on Materials Science and Engineering**

AND

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE, a Public Scientific and Technological Establishment, the head office of which is situated at 3, rue Michel-Ange, 75794 PARIS Cedex 16, France, SIRET (business location) No. 180089013 04033, NAF (principal activity) Code 7219.Z, represented by its Chairman and Chief Executive Officer, Mr. Antoine PETIT, having delegated authority to sign this agreement to Mr. Younis HERMES, Regional Delegate of the Aquitaine Region, hereinafter referred to as "**CNRS**",

AND

THE UNIVERSITY OF BORDEAUX, a public scientific, cultural or professional establishment, registered with Insee under Siret No. 13001835100010 - APE business identifier code 8542Z the head office of which is located 35 place Pey-Berland, 33000 Bordeaux, France, represented by its President, Mr. Manuel TUNON DE LARA, hereinafter referred to as "**UBx**",
Dean LEWIS

AND

THE POLYTECHNICAL INSTITUTE OF BORDEAUX, a public scientific and technical research establishment, registered with Insee under Siret No. 13000635600013 - APE business identifier code 8542Z, the head office of which is located 1 avenue du Docteur Albert Schweitzer, 33400 Talence CEDEX, France, represented by its Managing Director, Mr Marc PHALIPPOU, hereinafter referred to "**Bordeaux INP**",

CNRS, UBx and Bordeaux INP each acting on their own behalf, and on behalf of their jointly owned laboratory **Institut de Chimie de la Matière Condensée de Bordeaux (ICMCB – UMR 9048)**, headed by its Director, Dr. Mario MAGLIONE,

The UBx, the CNRS and Bordeaux INP are referred to jointly below as the "**Establishments**",

UFSCar and the Establishments will be referred to jointly as the "**Parties**" or individually as the "**Party**",

The laboratory ICMCB and equivalent laboratories at the Department of Materials Engineering of UFSCar shall be referred to as "**Laboratories**".

Under the strengthened partnership between the Establishments, CNRS has received mandate from UBx and Bordeaux INP to prepare, negotiate and sign on its behalf and for its account research contracts relating to the ICMCB.

WHEREAS the Parties are interested in the research, and technology of glass and glass-ceramic materials for energy conversion and optics,

WHEREAS they wish to formally establish an institutional relationship between them, and to develop joint research activities in the area of glasses and glass-ceramics for energy conversion and optics,

THE PARTIES 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 Materials Engineering of glass and glass-ceramics for energy conversion and optics.

Said collaboration may comprise the development of the following activities:

- Mobility and visits 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.
- Joint development of research projects, which work plans shall be timely attached hereto.
- Assignment 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. Ana Candida Martins Rodrigues, professor of its Department of Department of Materials Engineering and at its Graduate Program on Materials Science and Engineering, and ICMCB indicates Dr. Veronique Jubera and Dr. Thierry Cardinal as lead scientists.

The coordinators shall supervise the research plans corresponding to the mobility and visits under this Agreement, as well as seek solution for the academic and administrative issues referring hereto from its effective date.

SECTION 3 – Mobility and visits of professors and researchers

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

- I. The maximum number of professors and researchers from any institution in mobility at or visiting another, 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. Mobility and visits require formal invitation by professors or researchers from the host institution.
- III. A research plan and/or work plan shall be elaborated for each professor and researcher. Those plans, which will be executed at the host institution, must be prepared before the arrival of the corresponding professors and researchers at said institution.

- IV. 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.
- V. Before arriving in the country of the host institution, accepted 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 mobility or visit.
- VI. The Parties shall facilitate the access and use of its own facilities, equipments, laboratories and library material by visiting professors and researchers, so as to enable the proper development of their respective activities.
- VII. The host institution shall waive the academic, research and bench fees, where required, regarding the mobility and visit of professors and researchers from the other institutions.
- VIII. Participants in the mobility and visits will bear the costs referring to their own participation in said activity, *e.g.*, travel, housing, food, transportation, insurance, visa, and others, unless resources from funding for research projects, research fellowship, their respective home institution's budget or any other source are available to cover such costs.
- IX. Where necessary or requested, the host institution shall send to the home institution document(s) informing the academic and research activities developed by each of its professors and researchers during his/her respective mobility or visit and, where applicable, informing also the result of the evaluation of his/her performance in such activities.
- X. Participation in any activity under this Agreement does not generate any formal employer-employee relationship between any person from either Party and the other Parties.

SECTION 4 – Financial resources

Unless otherwise agreed in an amendment hereto, this Agreement does not create any financial obligation from either Party to the others. 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. The 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 others under this Agreement. Receiving 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, the Parties shall keep strictly confidential the confidential information exchanged between them or generated by them hereunder. The 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 the Party receiving Confidential Information is able to prove:

- a) that it had been available publicly prior to its disclosure or subsequently, but in the absence of any fault attributable to it;
 - b) that it was already within its possession prior to the signing of the Agreement;
 - c) that it was lawfully received from a third party;
 - d) that the use or disclosure was authorised in writing by the Party from which it originates;
 - e) that it was produced independently and in good faith by the staff of the Party receiving it without them having had access to such Confidential Information.
- 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. Background Knowledge: 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 Parties 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. Joint Results: any result suitable for protection by intellectual property rights, and resulting from joint activities developed under this Agreement, will be jointly owned by UFSCar and the Establishments. The protection and exploitation of such joint results shall be set forth in a further specific agreement or contract, which shall observe the relevant legislation.
- VII. At its request, each Party is entitled to use, free-of-charge, the Joint Results obtained pursuant to this Agreement for the sole purposes of its own research requirements and for research collaboration with third parties, to the exclusion of any and all other direct and/or indirect use for commercial purposes.
- VIII. By signing this Agreement, the Establishments explicitly acknowledge 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 joint property of the Parties, shall be communicated to UFSCar Innovation Agency, so as to execute the appropriate procedures to protect such result. Likewise, the Establishments may transfer the management of joint results to their innovation agency.
- IX. 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.
- X. Provided that clauses on confidentiality stipulated in this Agreement are observed, the 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.
- XI. Any publication or presentation by any Party of any result jointly obtained under this Agreement requires the prior written consent from the other Parties. Thus, the Party wishing to publish or present such results shall show the content of the publication or presentation to the other Parties, which will give their consent or disallow the publication or presentation, along with the corresponding reasons, within sixty (21) days from the date when they receive 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.



XII. Moreover, these provisions shall not impede:

- a) either the obligation binding on all personnel involved in the collaboration to provide an activity report to its institution, such communication does not represent disclosure within the meaning of intellectual property legislation;
- b) or the defence of thesis of researchers and engineers whose scientific activities relate to the subject matter of this Agreement, such defence to be organised whenever necessary so as to guarantee, in compliance with effective university regulations, the confidentiality of certain results of the works carried-out pursuant to the collaboration.

SECTION 6 – Duration, amendments and termination

This Agreement is valid as from the date of the last signature by the 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 the Parties.

Any Party can terminate this Agreement at any time by giving the other Parties 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 and language

In the event of any dispute which may arise between the Parties relating to the existence, validity, interpretation and/or performance of this agreement or of any one of its clauses, they shall attempt to reach an amicable solution to such dispute.

Should they fail to do so within a time limit of six (6) months, the dispute shall be settled in accordance with rules and principles of International Law.

In the case of legal disputes, the Parties may bring it before authorities and/or courts of the country having jurisdiction. The country of jurisdiction shall be that of the defendant.

This Agreement is originally drafted in English language. Any translations to other languages are for information purposes only.

This Agreement is signed in two (2) original copies in English language and two (2) original copies in Portuguese language. In the event of any conflicts, discrepancies or differences between the English version and the Portuguese version of this Agreement, the English version shall prevail.

For
FEDERAL UNIVERSITY OF SÃO CARLOS



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

For
CENTRE NATIONAL DE LA RECHERCHE
SCIENTIFIQUE CNRS



Mr Younis HERMES, Délégué Régional Aquitaine

São Carlos, São Paulo (Brazil), on the 16/6/2021

Talence, Gironde (France), on the 27 JAN. 2022