



## SPECIFIC AGREEMENT OF INTERNATIONAL COOPERATION

UFSCar  
N.º: 071/2025  
Processo: 23112.000203/2025-09

Specific agreement of academic, scientific, technical and cultural cooperation between the Federal University of São Carlos (Brazil) and *Institut de Physique du Globe de Paris* (France) in the areas of and/or regarding topics on Materials Science and Engineering

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 *Institut de Physique du Globe de Paris*, with registered offices at 1 rue Jussieu 75238 Paris Cedex 05, France, n° SIRET: 19753428200078, VAT n° FR79197534282, represented herein by its Director, Mr. Marc CHAUSSIDON, hereinafter referred to as “IPGP”.

Hereafter UFSCar and IPGP may also be referred to individually as the “Party” or collectively as the “Parties”,

**WHEREAS** both Institutions – continuously interested in the development of Higher Education, scientific knowledge and research, and technology – entered into a memorandum of understanding on the 9 / 6 / 2025 for the promotion of academic, scientific, technical and cultural cooperation, which objectives, provided in Section 1 thereof, are to establish an institutional relationship between the parties, so as to enable the joint development of training, research, technical and cultural programs, projects and activities, as well as to stipulate the methods and means to carry out such programs, projects and activities, especially the development of research, training activities and academic exchanges,

**WHEREAS** UFSCar and IPGP wish to formally broaden and deepen the institutional relationship between them by jointly developing academic, scientific, technical and cultural activities in the areas of and/or regarding topics on Materials Science and Engineering, for the interest of their respective academic and/or research unities mentioned above, aiming to keep promoting their continuous strengthening, enhancement and advancement,

**WHEREAS** Section 3 of the abovementioned memorandum of understanding – it is expected to be in force for five (5) years from the date of the last signature by both parties, pursuant Section 6 thereof – stipulates that the development of programs, projects and activities listed in the previous section thereof (e.g., joint development of research programs, projects and activities; exchange of faculty members, researchers and students; co-organization of academic, scientific and cultural events; and other programs, projects and activities that the parties thereto may mutually wish to develop) will be formalized by means of the execution of addenda or annexes to that very memorandum of understanding or specific cooperation agreements, which shall set forth the following: purpose and/or objectives of the specific program, project or activity; rights and responsibilities of both parties; financial resources for the development of the respective

object; duration of the corresponding agreement, as well as procedures to amend and terminate it; settlement of disputes; other appropriate, relevant terms and conditions regarding the respective purpose,

**ENTER INTO THIS AGREEMENT**, which will be governed by the following terms and conditions:

## **SECTION 0 – Definitions and interpretation**

**“Background Intellectual Property”** means, individually and collectively, any Intellectual Properties including inventions, industrial designs, trademarks, improvements, discoveries, know-how, and/or computer programs copyrights that were conceived and/or made prior to the commencement of the Contract Period or outside of the scope of this Agreement owned by or at the free disposal of the IPGP or UFSCar and not generated in the performance of the project.

**“Confidential Information”** shall mean any and all knowledge, knowhow, information, and/or techniques disclosed by the one Party (referred to in this capacity as the “Disclosing Party”) to the other Party (referred to in this capacity as the “Receiving Party”) relating to the study, including all research data, specifications, plans, drawings, prototypes, models, documents, records, instructions, manuals, papers, or other materials of any nature whatsoever, whether written or otherwise, relating to same. In order to constitute “Confidential Information” for the purposes of this Agreement, the provider must clearly identify it in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the provider must summarize it in writing and identify it as being confidential within 30 days of making the disclosure.

**“Agreement”** means the whole of the present contract and its appendices, as well as any amendments.

**“Intellectual Property”** means patents, registered and unregistered designs, registered and unregistered trademarks, design rights, topography and mask rights, copyrights (including the copyright on software in any code), know-how and trade secrets, rights in inventions, discoveries, improvements as well as applications for any such rights and any rights of a similar or equivalent nature which arise in any jurisdiction.

**“Results”** means all technical and/or scientific information and knowledge resulting from the execution of the project, including know-how, trade secrets, commercial secrets, recommendation, data, databases, documentation, software, files, plans, diagrams, reports, drawings, formulas, user manuals and/or any other type of information, in any form whatsoever, whether patentable/protectable or not and/or patented/protected or not, and all Intellectual Property rights arising therefrom, generated by one or more Parties, or their subcontractors.

## **SECTION 1 – Purpose**

In the framework of the memorandum of understanding between UFSCar and IPGP for the promotion of academic, scientific, technical and cultural cooperation executed on the 21<sup>st</sup> of January 2025, this Agreement establishes and governs academic, scientific, technical and cultural cooperation between them in the areas of and/or regarding topics on Materials Science and Engineering, for the interest of the Department of Materials Engineering and Graduate Program on Materials Science and Engineering of UFSCar.

Said collaboration may comprise the development of the following activities:



- I. Exchange of undergraduate and/or 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. Sharing 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. Ana Candida MARTINS RODRIGUES, professor of its Department of Materials Engineering and Graduate Program on Materials Science and Engineering, and IPGP indicates Dr. Daniel R. NEUVILLE, researcher.

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 Section 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.

- 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 arriving in the country of the host 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 they remain the owners of the information and knowledge prior to the entry into force of the Agreement as well as of the information and knowledge independently generated during and after the performance of the Agreement.
- VII. 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 IPGP in equal parts. 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.
- VIII. By signing this Agreement, IPGP 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. By signing this Agreement, UFSCar explicitly acknowledges that IPGP 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 ERGANEO, so as to execute the appropriate procedures to protect such Result.
- 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, 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.

- XI. 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 – LIABILITY**

Either Parties accepts responsibility whatsoever for any use which may be made of any work carried out under or pursuant to this Agreement, or of their Background Intellectual Property or the Results, and no liability whatsoever either direct or indirect shall rest upon the Parties or their employees, students, agents or appointees for the effects of any product or process that may be developed, manufactured, used, sold, imported or distributed, notwithstanding that such product or process may be based upon the findings of the Project, the Results or upon any other advice or information furnished by the Parties or their employees, students, agents or appointees under this Agreement, unless in the case of gross negligence or willful misconduct on the part of one of the Parties or any of their employees, students, agents or appointees.

The liability of any Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any incidental or consequential damages or losses including (without limitation) loss of contracts or profit.

As far as the Parties are aware, the use of the Background Intellectual Property or the Results generated by this Agreement will not infringe the valid Intellectual Property rights of any third party. However, the Parties will not perform any searches or other investigations into the existence of such rights.

## **SECTION 7 – 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.

Termination of the Agreement will not affect the validity of Section 5 in which the Parties are engaged to.

## **SECTION 8 – Settlement of disputes**

Questions and disputes arising from the interpretation or execution of this Agreement will be friendly settled by both Parties. In case an amicable solution is not possible, the Parties agree to submit the remaining disputes to the authorities and/or competent courts in the country of the defendant or, where the case, to the authorities and/or competent courts in the place where the obligation or duty under dispute must be performed or the place where the fact or action under dispute has taken place.



Both Parties sign this Agreement in two (2) identical copies, in which it includes the Portuguese and the English versions. The English version shall prevail in the legal effect.

São Carlos, São Paulo (Brazil), [date]

09 JUN. 2025

Paris (France), [date] 21/01/2025



Prof. Ana Beatriz DE OLIVEIRA, Ph.D.  
Rector  
Federal University of São Carlos

Mr. Marc CHAUSSIDON  
Director

*Institut de Physique du Globe de Paris*

  
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