#### **UFSCar**

N.º: 9º TA ao Acordo de Cooperação Internacional n.º 178/2012 Processo: 23112.003169/2012-00

# Amendment No.9 to International Cooperation Agreement

This Amendment No.9 is made and entered into by and between the National Institute of Advanced Industrial Science and Technology (hereinafter referred to as "AIST") and the Federal University of São Carlos (hereinafter referred to as "UFSCar"), in respect of the existing international cooperation agreement between the parties dated March 7, 2013 whose joint research is titled "Bioluminescence and its Biophotonic applications" (hereinafter referred to as "Original Agreement").

Whereas the Original Agreement was scheduled to expire on March 31, 2014, and the term of the Original Agreement was extended for additional twenty-four (24) months, expiring on March 31, 2016 by "Amendment No.1 for EXTENSION to International Cooperation Agreement" dated July 9, 2014 (hereinafter referred to as "Amendment No.1").

Whereas the Original Agreement amended by the Amendment No.1 was scheduled to expire on March 31, 2016 and the term was extended for additional twelve (12) months, expiring on March 31, 2017 by "Amendment No.2 for EXTENSION to International Cooperation Agreement" dated March 24, 2016 (hereinafter referred to as "Amendment No.2").

Whereas the parties desired to exchange research materials with each other, and the specific conditions to manage research materials were added to and incorporated in the Original Agreement amended by the Amendment No.1 and 2, by "Amendment No.3 to International Cooperation Agreement" dated July 20, 2016 (hereinafter referred to as "Amendment No.3").

Whereas the Original Agreement amended by the Amendment No.1, 2 and 3 was scheduled to expire on March 31, 2017 and the term was extended for additional twelve (12) months, expiring on March 31, 2018 by "Amendment No.4 to International Cooperation Agreement" dated May 3, 2017, but whose effects started on April 1, 2017 (hereinafter referred to as "Amendment No.4").

Whereas the Original Agreement amended by the Amendment No.1, 2, 3 and 4 was scheduled to expire on March 31, 2018 and the term was extended for additional twelve (12) months, expiring on March 31, 2019 by "Amendment No.5 to International Cooperation Agreement" dated May 7, 2018, but whose effects started on April 1, 2018 (hereinafter referred to as "Amendment No.5").

Whereas the Original Agreement amended by the Amendment No.1, 2, 3, 4 and 5 was scheduled to expire on March 31, 2019 and the term was extended for additional twelve (12) months, expiring on March 31, 2020 by "Amendment No.6 to International Cooperation Agreement" dated March 15, 2019 (hereinafter referred to as "Amendment No.6").

Whereas the Original Agreement amended by the Amendment No.1, 2, 3, 4, 5 and 6 was scheduled to expire on March 31, 2020 and the term was extended for additional twenty-four (24) months, expiring on March 31, 2022 by "Amendment No.7 to International Cooperation Agreement" dated March 11, 2020 (hereinafter referred to as "Amendment No.7").

Whereas the Original Agreement amended by the Amendment No.1, 2, 3, 4, 5, 6 and 7 was scheduled to expire on March 31, 2022 and the term was extended for additional twelve (12) months, expiring on March 31, 2023 by "Amendment No.8 to International Cooperation Agreement" dated March 25, 2022 (hereinafter referred to as "Amendment No.8").

Whereas the Original Agreement amended by the Amendment No.1, 2, 3, 4, 5, 6, 7 and 8 (hereinafter referred to as "Current Agreement") expires on March 31, 2023 and the parties desire to extend and continue the term of the Current Agreement.

# NOW THEREFORE, the parties agree as follows:

- 1. The term of the Current Agreement shall be extended for additional twenty-four (24) months, expiring on March 31, 2025 in accordance with the First Clause, first Sub-Clause, fifth Paragraph (I.1.5) of the Current Agreement.
- 2. The Research Participants appointed in the Attachment 2 of the Original Agreement, who were replaced by the ones appointed in the Attachment 2-1 of the Amendment No.4, who were replaced by the ones appointed in the Attachment 2-2 of the Amendment No.5, who were replaced by the ones appointed in the Attachment 2-3 of the Amendment No.6, who were replaced by the ones appointed in the Attachment 2-4 of the Amendment No.7, who were replaced by the ones appointed in the Attachment 2-5 of the Amendment No.8, shall be hereby replaced by the ones appointed in the Attachment 2-6 attached hereto.
- 3. Except for the preceding paragraphs, all other terms and provisions of the Current Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No.9 to be signed and executed by their duly authorized representatives in duplicate in English and in Portuguese, each party retaining one (1) copy thereof, respectively. Notwithstanding the date of execution hereof, this Amendment No.9 shall come into effect as of April 1, 2023 with the both signatures.

Date: March 14, 2023

[AIST] National Institute of Advanced Industrial Science and Technology

YANAGIBORI Akira.

Director, Collaboration Contract Division,
Marketing and Business Development Headquarters,
for and behalf of ISHIMURA Kazuhiko, President,
taking over from Dr. CHUBACHI Ryoji

Witness:

Dr. OHMIYA Yoshihiro

Invited Senior Researcher, Biomedical Research Institute

Date: FEBRUALY 27, 2023

[UFSCar] Frederal University of São Carlos

Prof. Ana Beatriz de Oliveira, Ph.D.

Rector

Witness:

Prof. Márcio Weber Paixão, Ph.D. Head, International Relations Office

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# **Attachment 2-6: Research Participants**

#### **AIST**

# **Participating Researchers**

Position: Invited Senior Researcher

Name: OHMIYA Yoshihiro

Affiliation: Biomedical Research Institute Whether to be located at UFSCar: No

Position: Leader, Group Name: NAKAJIMA Yoshihiro

Affiliation: Health and Medical Research Institute

Whether to be located at UFSCar: No

Position: Researcher Name: NISHIHARA Ryo

Affiliation: Health and Medical Research Institute

Whether to be located at UFSCar: No

Position: Manager Name: MITANI Yasuo

Affiliation: Bioproduction Research Institute

Whether to be located at UFSCar: No

#### Research Assistant

None

### **UFSCar**

# **Participating Researchers**

Position: Associate professor and leader

Name: Vadim Viviani Affiliation: UFSCar

Whether to be located at AIST: Yes

# **Research Assistants**

Position: Postdoctoral researcher

Name: Vanessa Rezende Bevilaqua – FAPESP (São Paulo Research Foundation) scholar

Affiliation: UFSCar

Whether to be located at AIST: No

Position: Direct Doctorate (PhD) student

Name: Gabriel Felder Pelentir – FAPESP scholar

Affiliation: UFSCar

Whether to be located at AIST: Yes