



SPECIFIC AGREEMENT OF INTERNATIONAL COOPERATION

Specific agreement of academic, scientific, technical and cultural cooperation between the Federal University of São Carlos (Brazil) and the University of Novi Sad Faculty of Sciences (Serbia)

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 Geography, Tourism and Humanities and its Postgraduate Program on Sustainability in Environmental Management, and the University of Novi Sad Faculty of Sciences, with registered offices at 3 Dositelj Obradović Square, in Novi Sad, Serbia, represented by its Dean, Prof. Milica Pavkov Hrvojević, Ph.D., hereinafter referred to as “UNSPMF”, on behalf of its Department of Geography, Tourism, and Hotel Management,

WHEREAS both Institutions are interested in formally establishing institutional relations between them with the goal to further develop Higher Education, scientific knowledge, research, and technology, as well as to promote, strengthen, and enhance joint academic, scientific, technical and cultural activities in areas of mutual interest,

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

SECTION 1 – Purpose and scope

This Agreement establishes and governs academic, scientific, technical and cultural cooperation between the Parties in the field of protected natural areas, geoconservation, ecotourism, geotourism and speleology, in the interest of the Department of Geography, Tourism and Humanities and Postgraduate Program on Sustainability in Environmental Management of UFSCar and the Department of Geography, Tourism, and Hotel Management of UNSPMF.

Said collaboration may comprise the development of the following activities:

- I. Joint development of research projects, whose work plans shall be timely attached hereto.
- II. Assignment and exchange of scientific, technical and cultural information, as well as joint production of academic, scientific and technical publications.
- III. Exchange of students and scholars for teaching and research purposes.

SECTION 2 – Coordination

In order to coordinate the implementation of this Agreement, UFSCar indicates Dr. Heros Augusto Santos Lobo, professor of its Department of Geography, Tourism and Humanities and Postgraduate Program on Sustainability in Environmental Management, and UNSPMF indicates Dr. Nemanja Tomić, professor of its Department of Geography, Tourism, and Hotel Management.

The coordinators shall seek solution for the academic and administrative issues referring to this Agreement from its effective date.

SECTION 3 – 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 4 – Confidentiality of information, intellectual property rights and publications

- I. Both Parties commit to respecting 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.
 - II.1. For the purposes of this Agreement, the expression “Confidential Information” means, among other definitions, any know-how, documents, sketches, designs, reproductions, translations, tables, graphics, formula, studies, opinions, elaboration methods, analytical methods, researches, technical data, operational data, engineering data, technical specifications, equipment specifications, written requests and any other form of communication or documentation of any of the Parties, in writing or otherwise, i.e., through audiovisual means, electronic media or any other form.
- 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, 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 UNSPMF. 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. Any further result arising from the development of this Agreement, which may become property of both Parties, shall be communicated from either Party to the other, 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. Any such publication or presentation may be postponed for reasonable period in order to enable the protection of said results.

SECTION 5 – Exchange of students and scholars

Whereas the exchange of students and scholars for teaching and research purposes is provided in the First Clause hereof, and where the joint development of research projects provided in the same clause requires the mobility of students, professors and researchers from any of Parties to the other Party, they both undertake to observe the following rules:

- I. The mobility of professors and researchers requires formal invitation by professor or researcher from the host institution.
- II. An individual 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 and supervised by the coordinators at both institutions, must be prepared before the arrival of the corresponding students, professors and researchers at the host institution.
- III. 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.
- IV. 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 mobility.
- V. Both institutions shall facilitate the access and use of its own facilities, equipment, laboratories and library material by mobility students, professors and researchers, so as to enable the proper development of their respective activities.

- VI. The host institution shall waive the academic fees, where required, regarding the mobility of students, professors and researchers from the other institution.
- VII. Participants in the mobility will bear the costs referring to their own participation in said activity, *e.g.*, travels, housing, food, transportation, insurance, visa, and others.
- VIII. Mobility students will not be entitled to diploma issued by the host institution and will remain as degree-seeking students at their respective home institution.
- IX. Where the case or if required, the host institution may send to the home institution document(s) informing the academic and scientific activities developed by each of its students during his/her respective mobility 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 mobility, to the possible extent.
- 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 Party.

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, they shall jointly appoint a third party to act as arbitrator.

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

FEDERAL UNIVERSITY OF SÃO CARLOS

UNIVERSITY OF NOVI SAD FACULTY OF
SCIENCES

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

Prof. Milica Pavkov Hrvojević, Ph.D.
Dean

São Carlos, São Paulo (Brazil), 14/4/2022

Novi Sad (Serbia), 15/4/2022