



AGREEMENT FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION

between

**FUNDAÇÃO DE AMPARO À PESQUISA DO ESTADO DE SÃO PAULO
(FAPESP)**

da **REPÚBLICA FEDERATIVA DO BRASIL**

and

NATIONAL RESEARCH COUNCIL OF ITALY

Handwritten signature

Handwritten signature

AGREEMENT FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION

between

FUNDAÇÃO DE AMPARO À PESQUISA DO ESTADO DE SÃO PAULO (FAPESP)
da **REPÚBLICA FEDERATIVA DO BRASIL**

and

NATIONAL RESEARCH COUNCIL OF ITALY (CNR) defined in this document as "Parties"

The Fundação de Amparo à Pesquisa do Estado de São Paulo (FAPESP), Rua Pio XI, 1500 - Alto da Lapa, CEP 05468-901 - São Paulo / SP, Brazil, represented by Prof. Dr. Celso Lafer, President, and the Italian National Research Council (CNR) P.le Aldo Moro 7, 00185 Rome, Italy, represented by Prof. Luigi Nicolais - President of CNR hereinafter referred to as "Parties".

CONSIDERING the importance of cooperation in science and technology as a key factor for increasing competitiveness, for developing both social and economic systems, as well as for improving both socio-economic standards of living;

RECOGNIZING the importance of promoting scientific and technological cooperation between Italy and the Sao Paulo State, Brazil, wishing to strengthen this cooperation on the basis of equality and mutual benefit;

CONVINCED of the need to strengthen the links between the scientific communities of both countries and also to encourage new forms of collaboration between its research centres;

WHEREAS, CNR is a public organization; its mission is to carry out, promote, spread, transfer and improve research activities in the main sectors of knowledge growth and of its applications aimed at the scientific, technological, economic and social development of the Country

WHEREAS, among the goals of FAPESP strategy for the scientific and technological development of the State of Sao Paulo, Brazil, is the increase of international scientific cooperation;

WHEREAS, the research programs of CNR and FAPESP promote international competitiveness based on knowledge, research, technological development, innovation and social development;

WISHING to promote initiatives of scientific collaboration and technological development in priority areas of interest to both Parties, fostering bilateral cooperation between both countries;

Agree as follows:

1. Object

Through this Agreement on Scientific and Technological Cooperation, the Parties will implement scientific and technological cooperation between researchers of Italy and the State of Sao Paulo, Brazil, through the financing of joint research projects.



The purpose of this initiative is to strengthen scientific collaboration in areas of interest to both countries and to achieve scientific and technological results of international significance that promote technological innovation and socioeconomic development, on the basis of equality and mutual benefit.

2. Methods of Collaboration

The Parties will promote such collaboration, observing their international obligations and domestic laws and other existing regulations, through the implementation of joint research projects on issues of common concern, exchanging knowledge and results through mechanisms such as:

- a) organization of scientific and technological seminars, specialized workshops, symposia and other scientific meetings of mutual interest, to promote interaction between institutions and research groups relevant to both Parties, with the goal of identifying future areas of cooperation;
- b) promotion of cooperation between researchers in Italy and in the State of Sao Paulo, Brazil within the framework of joint research projects and exchange activities and mobility of experts;
- c) other forms of scientific and technological cooperation between the Parties.

3. Scientific Areas

The activities mentioned in the first item could be developed, in principle, in all areas of knowledge. Areas of interest can be identified upon approval of the Steering Committee, in the calls for research proposals.

4. Implementation

To implement this Agreement, the Parties shall establish an Action Plan, in accordance with national legislation in each country of the Parties and their own budget availability.

To implement this Agreement, the Parties will appoint two representatives, one from each Part, which will be responsible for drafting the Call for Proposals and for the continuation of this Agreement.

For the elaboration actions, the Parties may provide, upon agreement, the most appropriate procedures including mechanisms such as delegation meetings, workshops, correspondence and other procedures.

It should be included in the Call for Proposals provisions governing at least (i) the procedures and schedules related to the submission and selection of research proposals and (ii) the form of financing proposals, in particular the amounts that will be spent by each Participant to support the projects.

5. Financing of the agreement

CNR and FAPESP will support their own expenses for the management of this agreement.

5.1 Financial arrangement for joint project

As general rule:

- a. Each Part agrees that it is willing to fund the Research Proposals or Joint Research Projects proposed to the other Part, as regards the activities developed in their territory.
- b. Financial support for each Joint Research Project will be provided in accordance with the administrative and accounting rules and practices of each Part. This funding could include grants, mobility costs, research costs, specific costs for meetings.



- c. Regarding mobility costs, each Part will fund the travel expenses and the prevailing per diem allowances of its Researchers when they are working in the other Part's country.
- d. For each joint research project, cost sharing will be defined in agreement by two Parties.

6. Intellectual Property

- a. The Parties agree that when the actions taken by virtue of this Agreement result in products of commercial value and industrial or intellectual property rights, they will be regulated by national legislation and international conventions in force.
- b. Participants should also observe the Intellectual Property Policy of the Parties responsible for the funding of their team.
- c. In case of joint creation of Intellectual Property, the Parties will in good faith endeavor to establish a joint ownership agreement regarding the allocation and terms of exercising that joint ownership, taking into account the relevant contributions of the Parties.

7. Duration

This Agreement shall be valid for a period of five (5) years from the date of its signing and may be extended yearly. The Parties may terminate this Agreement by written notice, with a period of six (6) months in advance.

The termination of this Agreement shall not bring harm to the implementation of projects and programs already approved or which had already started, in which case the Parties should keep their budget for the projects and programs during the term of its validity.

8. Modifications

This Agreement may be amended by mutual consent of the Parties and made official by Addenda.

The Parties agree that this instrument is produced in good faith, so that any dispute and / or interpretation arising there from in relation to its implementation, execution and compliance will be resolved jointly by them and shall be in writing. If no agreement is reached between the Parties, this document and its Action Plan will be terminated without liability to the Parties that should agree how to conclude the actions in progress to date of notification of termination by either Part.

Signed in Rome, Italy on 17th July, 2014, in four copies, two in the English and two in the Portuguese language, being both deemed authentic. In case of discrepancies the English text shall prevail.

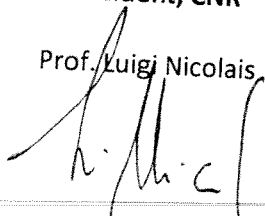


FOR THE NATIONAL RESEARCH COUNCIL OF
ITALY

FOR THE FUNDAÇÃO DE AMPARO À
PESQUISA DO ESTADO DE SÃO PAULO

President, CNR

Prof. Luigi Nicolais



President, FAPESP

Prof. Dr. Celso Lafer

