

COLLABORATION AGREEMENT

BETWEEN

SAO PAULO RESEARCH FOUNDATION AND

SCUOLA NORMALE SUPERIORE

FAPESP

Proc.: 16/215-M

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The **SAO PAULO RESEARCH FOUNDATION**, established by Law nº 5.918, of October 18th, 1960, with headquarters at Rua Pio XI, 1500, Alto da Lapa, São Paulo, SP, enrolled in CNPJ/MF under nº 43.828.151/0001-45, herein represented according to article 11, "a" of Law nº 5.918, combined with its General Rule approved by Decree nº 40.132, of May 23, 1962, represented by its President, Prof. JOSÉ GOLDEMBERG, in the exercise of the powers delegated by Act of the Governor of the State of São Paulo, published in the Official Gazette of the State, of August 22st, 2015, hereinafter referred to as **FAPESP**, and the **SCUOLA NORMALE SUPERIORE**, Pisa, Italy, public university, with headquarters at Piazza dei Cavalieri, 7, Pisa, Italy, represented by its Director, Prof. Fabio Beltram, hereinafter referred to as **SNS** and both to as "Parties":

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

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

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

Agree as follow:

1. Purpose

Through this Cooperation Agreement, the Parties will implement scientific and technological cooperation between researchers from **SNS**, Italy and from the State of Sao Paulo, Brazil, through the funding of joint research projects.

2. Methods of Collaboration

The Parties will promote such collaboration, observing its international obligations and domestic laws and other existing regulations through mechanisms such as:

- a) Implementation of joint research projects on issues of common concern, exchanging knowledge and results;
- b) 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 for cooperation;
- c) Activities of scientific exchange that will help prepare the ground for the development of cooperative research projects between teams from the State of São Paulo and from SNS, including but not limited to, scientific exchange visits, workshops and bilateral scientific seminars.
 - (i) In case of scientific exchange, the Parties will appreciate proposals that contribute to prepare the base for a joint research proposal.

3. Scientific Areas

The activities mentioned in the second item could be developed, in principle, in all areas of knowledge. Areas of interest can be specified by the Steering Committee, in the calls for research proposals.

4. Implementation

- a) The Parties will establish one or more actions according to Clause 2 and in accordance with the scientific relevance and the national legislation in each country of the Parties and their own budget availability.
- b) The Parties will appoint two representatives one from each agency, which will form a **Joint Steering Committee** responsible for the implementation of this Agreement and for drafting the call for proposals.
- c) For the elaboration of the actions, the Parties may provide, by agreement, the most appropriate procedures including mechanisms such as delegation meetings, workshops, correspondence and other procedures.
- d) Each Party will receive and review the proposals according to its own criteria and rules. After the revision of the proposals, the Parties will decide in a meeting which proposals will be supported.

- e) The Parities may establish joint procedures for the submission and review of the proposals in case of mutual interest and the decision of the Joint Steering Committee.

5. Funding

- a) For each of the research projects that are approved, SNS will support the funding of research teams from SNS, Italy and FAPESP of the research teams from the State of Sao Paulo, Brazil, in all cases according to their national rules and regulations and budget availability.
- b) The amount for funding to be offered to support collaborative research projects will be defined by the Joint Steering Committee in each Call for Proposals.

6. Intellectual Property

- a) The Parties agree that when the actions taken by virtue of this Agreement result in products of commercial value and intellectual property rights, they will be regulated by national legislation and international conventions in force. Participants should also observe the Intellectual Property Policy of the Party responsible for the funding of their team.
- b) In the case of joint ownership of Intellectual Property, the relevant 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. Term

This Agreement shall be valid for a period of 5 (five) years from the date of its signing and may be extended by mutual agreement between the Parties in a written amendment to this Agreement.

The Party may terminate this Agreement by written notice, with a period of six 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. Communications

Any notice to be served on either of the Parties by the other shall be made in writing and shall be sent to the following addresses:

(a) **FAPESP:**

Rua Pio XI, 1500 – Alto da Lapa
CEP 05468-901 – São Paulo / SP – Brasil



e-mail: dc@fapesp.br

Att.: Scientific Director

(b) SNS:

Piazza dei Cavalieri, 7, 56127 Pisa – Italy

e-mail: direzione@sns.it

Att.: Direttore

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9. Modifications

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

10. Miscellaneous

- a) Each Party covers its own administration costs regarding its contribution to the call, unless otherwise jointly decided.
- b) This Agreement is subject to the availability of funds in the budget of the Parties and the applicable laws and regulations of their respective countries.
- c) The Parties shall maintain the highest ethical and legal standards in funding research under this Agreement.
- d) The Parties agree that this Agreement is produced in good faith, so that any dispute and / or interpretation arising therefrom 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 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 party.

Signed in Pisa, Italy, on 08 GIU 2016, and in Sao Paulo, Brazil, on 19/08/2016,
in two originals in English, one for each party.

FAPESP



José Goldemberg - President

SNS



Fabio Beltram - Director

