

**COOPERATION AGREEMENT BETWEEN
SAO PAULO RESEARCH FOUNDATION**

AND

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE

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, Professor Marco Antonio Zago, in the exercise of the powers delegated by the Act of the Governor of the State of São Paulo, published in the Official Gazette of the State of September 29th, 2018, hereinafter referred to as **FAPESP**, and the **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE** a public scientific and technological organization, with headquarters at 3, rue Michel Ange, 75794 Paris cedex 16, France, represented by its Chairman-Chief Executive Officer, Antoine Petit, hereinafter referred to as **CNRS**.

CONSIDERING FAPESP and CNRS both hereinafter referred to as "Parties".

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

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

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

Agree as follows:

1. Purpose

Through this Cooperation Agreement, the Parties will implement scientific and technological cooperation between researchers from CNRS, France, and from the state of Sao Paulo, Brazil, through the joint support of research projects.

2. Methods of Collaboration

The Parties will promote such collaboration, observing their 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 interactions 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 CNRS including, but not limited to, scientific exchange visits, workshops and bilateral scientific seminars.

3. Scientific Areas

- a) The activities mentioned in the second clause could be developed, in principle, in all areas of knowledge.
- b) Areas of interest can be specified jointly by the appointed 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 Institution, who will form a **Joint Steering Committee** responsible for the continuation of this Agreement and for drafting the call for joint proposals, when the Parties decide to launch it jointly.
- 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 Parties may establish joint procedures for the submission and review of the proposals in case of mutual interest and decision of the Joint Steering Committee.

5. Funding

- a) For each of the research projects that are approved, CNRS will assume the funding of research teams from CNRS, 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 necessary to support Collaborative Research Projects will be defined by the Joint Steering Committee in each Call for Proposals.

6. Intellectual Property

- a) The Cooperating Parties shall remain the owner of the results (whether patented or not) that it held prior to this Agreement or which are the outcome of work undertaken outside this Agreement.
- b) In case of results obtained within the scope of a joint research project, a specific agreement will be signed by the Parties to deal about their ownership, protection and exploitation.

7. Confidentiality and publications

As a general rule both Parties agree to handle confidentiality and publications in future cooperative actions and joint research projects as follows:

- a) The Parties undertake to treat all information communicated and identified as confidential by the other Party as strictly confidential for the duration of cooperative actions and joint research projects and for five years after their completion.

- b) Publications related to the work carried-out in common within the cooperative actions and joint research projects shall mention them and the connection with the organizations involved.
- c) If needed, more specific terms related to confidentiality and publications shall be set in documents formalizing cooperative actions and joint research projects.

8. Term

- a) 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.
- b) Either Party may terminate this Agreement by a six months' advance written notice.
- c) The termination of this Agreement shall not prejudice the execution of the projects and programs that have been approved or the completion of the projects and programs that have already started. In such cases, the Parties shall keep the budgets from the projects and programs throughout their duration.

9. Communications

Any notice to be served to 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) CNRS:

3, rue Michel Ange
75794 Paris cedex 16
France
e-mail: derci.secretariat@cnrs.fr
Att.: Director of the European Research and International Cooperation Department

10. Modifications

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

11. Miscellaneous

- a) Each Party covers its own administration costs regarding its contribution to the Call for Proposals, 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.

12. Dispute Resolution

- a) The Parties agree that this Agreement is produced in good faith, so that any dispute or divergent interpretation in relation to its implementation, execution and compliance will be resolved jointly by them and shall be in writing.
- b) The lack of settlement will mater in the cancellation of the right of agreement, without liability to the Parties, which nevertheless compromise to conclude the actions in progress upon the receipt of notification sent by the other party.

Once this instrument has been signed the Parties shall conclude the agreement with the effective date indicated herein in two original copies, in Portuguese and in English, both texts having the same effect, in accordance with their respective national legislation.

FAPESP



Marco Antonio Zago, President

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CNRS



Antoine Petit, Chairman-Chief Executive
Officer

19/4/2021

