FRAMEWORK COLLABORATION AGREEMENT

REFERENCE KN 6356/RCS

(THE "AGREEMENT")

BETWEEN: THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH ("CERN"), an Intergovernmental Organization having its seat in Geneva, Switzerland,

AND: THE FUNDAÇÃO DE AMPARO À PESQUISA DO ESTADO DE SÃO PAULO (São Paulo Research Foundation - "FAPESP"), a public foundation established by Brazilian Law 5.918, of October 18th, 1960, registered in the Brazilian Registry of Corporate Taxpayers under number 43.828.151/0001-45,

Hereinafter individually referred to as a "Party" and collectively as the "Parties",

CONSIDERING:

That CERN, an Intergovernmental Organization, is a leading global laboratory in particle physics, providing for collaboration of a pure scientific and fundamental character, with participation by scientific institutes from all over the world;

That FAPESP, a public foundation, funded by the taxpayer in the Brazilian State of São Paulo, has a mission to support research projects led by higher education and research institutions, in all fields of knowledge;

That FAPESP has supported a successful participation of universities and research institutions of the state of São Paulo in CERN's research programmes;

That CERN and the Federative Republic of Brazil signed on 3 March 2022 an agreement admitting Brazil as an Associate Member State of CERN; and Brazil's status as an Associate Member State entered into force on 13 March 2024;

That the Parties recognize the importance of promoting further cooperation in scientific and technological research between CERN and Brazil, and specifically universities and research institutes in the state of São Paulo;

That the Parties wish to enable further participation by scientific institutes and universities established in the state São Paulo, as well as their researchers and students, in CERN's research and training programmes;

The mutual benefit that the Parties would derive from collaboration between them;

AGREE AS FOLLOWS:

Article 1
Purpose

1.1 This Agreement establishes the framework for collaboration between the Parties to enable further participation by scientific institutes and universities established in the state of São Paulo, as well as their researchers and students, in CERN's research and training programmes and in any other area of mutual interest.

1.2 The implementation of this Agreement by the Parties shall be subject to the availability of resources at the Parties.

1.3 The Parties shall use the results of their collaboration for non-military purposes only.

Article 2
Project(s)

2.1 Each Party's contribution to a specific collaboration ("Project"), including, where applicable, the required resources, the duration of the activities and any deliverables, milestones, acceptance procedures and the management of the Project shall be set out in an Addendum to this Agreement. The Project shall be subject to the provisions of this Agreement, varied, where applicable, through the provisions of the Addendum.

2.2 Except as agreed otherwise by the Parties, each Party shall bear the cost of its participation in the collaboration and the Project(s).

Article 3
Experts

3.1 Each Party shall ensure the selection of researchers or experts ("experts") with the necessary skills and competence to execute each Project on its behalf, taking into account the nature and the environment of the activities.

3.2 Where CERN acts as a host Party in the execution of a Project or otherwise receives experts from an institute or university from the state of São Paulo (an "SP Institute") in the execution of this Agreement, the SP Institute experts may be appointed as associated members of the personnel pursuant to the conditions set out in the CERN Staff Rules and Regulations from which it follows that, for the duration of their association with CERN:

(i) the SP Institute experts shall have a legal link with the SP Institute,

(ii) the SP Institute shall be responsible for their social insurance,

(iii) the SP Institute experts shall maintain medical insurance cover adequate in Switzerland and France for themselves and accompanying family members, which shall include cover for occupational illness and accidents for the SP Institute experts,

(iv) such medical insurance shall also cover for any duty travel required as part of a Project, and

(v) the SP Institute experts shall have adequate financial resources to support themselves and accompanying family members. The SP Institute shall hold CERN free and harmless from liability in connection with the subject matter of this Article.

3.3 SP Institutes shall comply with the obligations set out in the *Handbook of key legal responsibilities of home institutions in respect of their personnel at CERN*[1].

[1] Available at: https://cds.cern.ch/record/2910413/files/HandbookKeyLegalResponsibilitiesHomeInstitutionsRespect_MPA.pdf

Article 4
Data privacy

All personal data processed by the Parties under this Agreement shall be processed in accordance with their respective legal frameworks.

Article 5
Intellectual property

5.1 The disclosure of information under this Agreement does not create any proprietary right for the receiving Party.

5.2 Title in intellectual property developed by a Party in the execution of this Agreement shall be vested in that Party, who hereby grants the other Party a free, non-exclusive license for the use of such intellectual property in the execution of its scientific programme by itself or through its partners and contractors.

5.3 Where intellectual property is developed jointly by the Parties and title is therefore vested in them jointly, they hereby grant each other a free, non-exclusive license for the use of such intellectual property in the execution of their scientific programmes by themselves or through their partners and contractors.

5.4 The providing Party provides no warranty in respect of intellectual property made available by it under this Agreement, and the receiving Party shall hold it free and harmless from any liability arising from its use (including, where applicable, by its partners and contractors) of such intellectual property.

Article 6
Publications

6.1 The Parties shall strive to jointly publish the results of the Projects as Open Access publications.

6.2 Insofar as the Parties do not jointly publish the results of a Project, publications by one Party involving results developed by the other Party shall be subject to the latter's prior written approval, which shall not be withheld unreasonably.

6.3 Publications shall acknowledge the collaboration between the Parties including, whenever appropriate, the experts having taken part in the development of the results covered by the publication.

6.4 If a Party wishes to issue any video testimony, press release, public announcement or any other type of communication (other than internal communication) in relation to a Project, it shall seek the prior written approval of the other Party. Any use by a Party of the other Party's name, acronym and/or logo shall be subject to the latter's prior written approval.

Article 7
Confidentiality

The Parties agree to execute the Projects in a spirit of openness. However, where, exceptionally, confidentiality is required, the following provisions shall apply:

7.1 Each Party shall treat as confidential any information provided to it by the other Party that is designated as confidential. Except as agreed otherwise in writing, this obligation shall continue for a period of five (5) years from the date of termination of this Agreement.

7.2 The receiving Party shall:

(i) not use confidential information for any other purpose than for the execution of this Agreement;

(ii) limit the circle of recipients of such confidential information on a need-to-know basis and ensure that the recipients are aware of and comply with the obligations as specified in this Article.

7.3 No confidentiality obligation shall apply to information which:

(i) the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party;

(ii) became part of the public domain after such communication but not through any fault of the receiving Party;

(iii) was already in possession of the receiving Party at the time of signature of this Agreement;

(iv) has been lawfully received by the receiving Party from a third party without any confidentiality obligation; or

(v) has been developed by the receiving Party independently and outside the scope of this Agreement.

Article 8
Liability

8.1 Except as provided in Articles 5.4 and in this Article 8, each Party shall bear its own loss and damage in connection with this Agreement.

8.2 Subject to Article 8.3, the responsible Party shall indemnify the other Party for its loss and damage resulting from gross negligence or willful misconduct by the responsible Party, or a violation by the responsible Party of the rules of conduct and safety in force at the host Party.

8.3 Notwithstanding the foregoing, the Parties shall in no event be liable to each other for any consequential loss or damage, such as loss of income or of availability of data or installations.

Article 9
Entry into force, duration and termination

9.1 This Agreement shall enter into force on the date of signature by the last Party to sign. It shall remain in force for an initial period of five (5) years unless terminated by joint agreement, or by one Party giving at least six (6) months prior written notification to the other Party.

9.2 This Agreement may be renewed by mutual agreement by the Parties through an exchange of letters.

9.3 In case of a substantial breach by a Party of its obligations under an Addendum to this Agreement, the other Party may terminate that Addendum in whole or in part if no corrective action satisfactory to the other Party is taken within one (1) month of the issue of a letter of notice by the other Party to the breaching Party.

9.4 Except as otherwise agreed by the Parties, termination of this Agreement shall be without prejudice to the completion of outstanding Projects set out in Addenda to this Agreement. Articles 5, 7, 8, 9.3 and 10 of this Agreement shall survive its termination, howsoever caused.

Article 10
Governing law and dispute resolution

10.1 The provisions of this Agreement shall be interpreted in accordance with their true meaning and effect. Without prejudice to CERN's status as an intergovernmental organization, reference shall be made to Swiss substantive law where:

- a matter is not specifically covered by the Agreement; or
- an Agreement provision is ambiguous or unclear.

Such reference shall be made exclusively for the matter or the Agreement provision concerned, and shall in no event apply to the other provisions of the Agreement.

10.2 The Parties shall settle any difference concerning this Agreement amicably. Where this is not possible, the Parties shall resort to arbitration in accordance with a procedure to be specified by the Parties. Notwithstanding reference of the dispute to arbitration, the Parties shall continue to perform their obligations under this Agreement.

Article 11
Coordination

The Parties shall each nominate a technical coordinator, who together shall coordinate the overall execution of this Agreement. Their names and contact details are set out in Annex 1. It is understood that the Parties may decide to nominate a different technical coordinator for each specific Project, whose name and contact details shall be set out in the relevant Addendum.

Article 12
Amendments

Any amendment to this Agreement shall be made in writing and signed by the authorized representatives of the Parties.

Thus drawn up in the English language and signed by the authorised representatives of the Parties who, in so signing, represent and warrant that they are duly authorised and have legal capacity to sign this Agreement and bind the respective Party.

The European Organization for Nuclear Research (CERN)	The Fundação de Amparo à Pesquisa do Estado de São Paulo
Joachim Mnich Director for Research and Computing	Marco Antonio Zago President
Signed on: 5.2.2025 2025	Signed on:.....2025

In witness whereof
Márcio de Castro Silva Filho
Scientific Director

Signed on: Feb 5 2025

ANNEX 1: Technical coordinators

For CERN:

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