AGREEMENT BETWEEN
THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT E.V. – DFG,
OF THE FEDERAL REPUBLIC OF GERMANY
AND
THE NATIONAL COUNCIL FOR SCIENTIFIC AND TECHNOLOGICAL DEVELOPMENT
- CNPq, OF THE FEDERATIVE REPUBLIC OF BRAZIL

The Deutsche Forschungsgemeinschaft e.V. (DFG), Kennedyallee 40, 53170 Bonn, Germany, in this act represented by its President, Prof. Dr.-Ing. Matthias Kleiner, and The National Council for Scientific and Technological Development (CNPq), public foundation instituted by the Law no 6.129, of November 6, 1974, linked to the Ministry of Science and Technology – MCT, of the Federative Republic of Brazil, with headquarters in Brasilia, DF, at SEPN Q. 507, Bloco “B”, Postal Code 70740-901, registered at CNPq/MF under the number 33.654.831/0001-36, in this act represented by its President, Prof. Dr. Marco Antonio Zago, resident in the city of Brasilia – DF, in the use of the faculties conferred by Portaria no 647, published in the Official Diary of the Union, on 20th June, 2007, henceforth called Parties, recognising the importance of fostering scientific and technological co-operation between Brazil and Germany; and desiring to strengthen this co-operation on the basis of mutual benefit,

Have agreed as follows:

FIRST CLAUSE
ON THE OBJECT

The Parties commit themselves to develop and strengthen their collaboration in the field of scientific and technological research, in accordance with their own programmes and those jointly approved. Such collaboration will be carried out through the development of projects and activities, which will form an integral part of the programmes for scientific and technological co-operation considered by this instrument, as defined by the Parties and in conformity with their internal rules.

SECOND CLAUSE
ON THE CO-OPERATION FORMS

The Parties will promote such co-operation especially in the field of basic research through the following mechanisms, in conformity with their international responsibilities and with the national legislation and other rules into force in their respective countries:

a) implementation of joint projects mutually agreed upon;

b) exchange of researchers, scientists, and officials (hereinafter called "specialists") aiming at the promotion of research, consultation and exchange of experiences within joint research projects;

c) organization of scientific and technological seminars, workshops, symposia and other meetings of mutual interest, so as to promote the interaction between relevant institutions and research groups of both countries, with a view to identifying the prospects for co-operation;
d) information exchanges of joint policies and strategies regarding the promotion of scientific and technological research.
e) other forms of scientific and technological co-operation agreed by the Parties.

THIRD CLAUSE
ON THE FORMALIZATION OF THE PROGRAMMES

In order to implement this Agreement, both Parties agree to establish joint programmes of co-operation by means of the exchange of correspondence or by meetings of delegations of both Parties.

FIRST SUB-CLAUSE The necessary mechanisms for the planning and implementation of programmes and projects carried out under this Agreement will be established by means of exchange of correspondence between the Parties, in conformity with their internal rules. These mechanisms will be effective after the proponent has received a clear acceptance from the other Party.

SECOND SUB-CLAUSE Such programmes should be supplemented or reviewed periodically and should state the preferential areas for the co-operation, as well as the actions to be developed and the necessary mechanisms for their planning and execution.

FOURTH CLAUSE
ON THE USE OF BIODIVERSITY

In the case of bilateral activities that involve the use of biodiversity the Parties agree to observe their respective national legislation.

FIFTH CLAUSE
ON THE INTELLECTUAL PROPERTY

The Parties agree that any intellectual property rights accrued in the process of implementing this Agreement will be subject to the regulations and laws applicable in each country as well as to international conventions on intellectual property rights to which both countries are Parties and the clauses and conditions here established.

FIRST SUB-CLAUSE The intellectual property rights on any creation, which may result from the activities related to the co-operation foreseen under this Agreement, will be property of the research institutions that execute this co-operation and shall be established in a specific contract to be signed by them with the awareness of the signatory Parties of this Agreement.

SECOND SUB-CLAUSE The participation in the results of the commercial exploitation of the intellectual property rights, including those transferred to third Parties, will be defined in contract to be signed by the owner institutions of these rights with the Parties of this Agreement. This obligation does not apply for the owner institutions funded by DFG under this Agreement.
SIXTH CLAUSE
ON THE FINANCING OF PROGRAMMES AND PROJECTS

Each Party shall take the necessary measures to obtain the financial means to ensure the execution of the approved programmes and projects, according to the mechanisms mentioned in the Third Clause.

SUB-CLAUSE Both Parties agree that each Party will fund the mobility costs of its own specialists (travel costs, daily allowances, health insurance and internal transportation in the host country), according with their financial availability. The host Party shall not be responsible for any reimbursement concerning medical assistance of specialists from the other Party.

SEVENTH CLAUSE
ON THE PROHIBITION OF LABOUR RELATIONSHIP

The visiting specialists must not develop any kind of activity, unless related to their mission and no labour relation can be established between the visiting specialists and the host and funding institution, neither can the host or funding institution substitute the origin institution for labour and subordination effects.

EIGHTH CLAUSE
ON THE FOLLOW-UP BY THE GOVERNEMENTAL INSTITUTIONS

The Parties shall submit an annual report of the activities, developed under this Agreement, to their respective governments or governing bodies respectively. If any of the Parties request, a copy of the report can be rendered.

NINTH CLAUSE
ON THE REPRESENTATIVES

The Parties shall nominate representatives, who will be responsible for the coordination, execution and follow-up of the activities related to this Agreement and for the negotiations and correspondence exchanges between the Parties. Both Parties commit themselves to maintain these representatives enabled to fulfil their responsibilities, according to this Clause, and to communicate immediately to the other Party whenever its representative is changed or substituted.

TENTH CLAUSE
ON THE VALIDITY AND DENOUNCEMENT

This Agreement shall become effective on the date of its signature and shall be valid for a period of 5 (five) years. The Parties will, after an evaluation of the cooperation, decide on an extension of this Agreement in due time.

Each Party has the right to inform the other Party in writing of its decision to denounce this Agreement. The denunciation will be effective six months after the date of receipt of its notification.
FIRST SUB-CLAUSE The denouncement of this Agreement shall not affect the programmes and projects undertaken in the scope of this Agreement and not totally concluded at the moment of its expiration. In this case, the Parties will provide, in their budgets, funds for the full completion of the projects not totally concluded.

SECOND SUB-CLAUSE This Agreement shall substitute and replace the agreement of CNPq and DFG of 15 December 1983.

ELEVENTH CLAUSE
ON THE AMENDMENTS

This Agreement may be amended by mutual consent of the Parties by exchange of correspondence. The amendments agreed upon will be into force on the date that the reply letter to the amendments proposed is received.

TWELFTH CLAUSE
ON THE CONTROVERSIES

Any controversy, which may arise during the implementation of this Agreement shall be solved by means of negotiation or exchange of correspondence between the Parties.

This Agreement is signed in four originals, two in English language and two in Portuguese language, being equally authentic. In case of divergence of interpretation, the English version shall prevail.

Bonn, 6. 8. 2007
FOR THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT e. V. – DFG

Brasilia, , 2007
FOR THE NATIONAL COUNCIL FOR SCIENTIFIC AND TECHNOLOGICAL DEVELOPMENT – CNPq

Prof. Dr.-Ing. Matthias Kleiner

Prof. Dr. Marco Antonio Zago