

**AGREEMENT BETWEEN THE NATIONAL COUNCIL FOR SCIENTIFIC AND
TECHNOLOGICAL DEVELOPMENT (CNPq), OF THE FEDERATIVE REPUBLIC OF
BRAZIL AND THE
DEUTSCHE FORSCHUNGSGEMEINSCHAFT e.V.
(DFG), OF THE FEDERAL REPUBLIC OF GERMANY**

The National Council for Scientific and Technological Development (CNPq), public foundation instituted by the Law nº 1.310 of January 15th, 1951, regulated by Decree nº 7.899 of February 4th, 2013, of the Federative Republic of Brazil, with headquarters in Brasília, DF, at SHIS Quadra 1 conjunto B – Bloco D, Ed. Santos Dumont, Postal Code 71605-190, registered at CNPJ/MF under the number 33.654.831/0001-36, in this act represented by its President, João Luiz Filgueiras de Azevedo, resident in the city of Brasília – DF, in the use of the faculties conferred by Decreto on January 1st, 2019, of the Presidency of the Republic, published in the Official Gazette of the Union – DOU, Section 2, on January 1st, 2019, and the Deutsche Forschungsgemeinschaft e.V. (DFG), Kennedyallee 40, 53170 Bonn, Germany, an association under German private law and represented by its President, Prof. Dr. Peter Strohschneider, henceforth called **Parties**.

Recognizing the importance of fostering scientific, technological and innovation cooperation between Brazil and Germany and desiring to strengthen this cooperation on the basis of mutual benefit,

the Parties 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, activities and exchange of doctoral students and researchers, which will form an integral part of the programmes for scientific and technological cooperation considered by this instrument, as defined by the **Parties** and in conformity with their internal rules.

SECOND CLAUSE
ON THE COOPERATION FORMS

The **Parties** will promote such cooperation through funding the following mechanisms, in conformity with their international responsibilities, programme structure and with the national legislation and other rules into force in their respective countries:

- a) joint R, D & I (Research, Development and Innovation) projects mutually agreed upon;
- b) exchange of researchers, scientists, and students aiming at the promotion of research, consultation and exchange of experiences within R,D&I 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 cooperation;
- d) information exchanges of joint R,D&I policies and strategies regarding the promotion of scientific and technological research;
- e) exchange of information, and
- f) other forms of scientific and technological cooperation agreed by the **Parties**.

SUB-CLAUSE Besides the above-mentioned mechanisms, the **Parties** can develop their cooperation by means of instruments or programmes of their own.

THIRD CLAUSE **ON THE FORMALIZATION OF THE PROGRAMMES**

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 or by meetings between the **Parties**, in conformity with their internal rules. These mechanisms will be effective after the proponent has received a clear acceptance in written form from the other Party.

FIRST SUBCLAUSE Such programmes should be implemented and reviewed periodically and should state the preferential areas for the cooperation, as well as the actions to be developed and the necessary mechanisms for their planning and execution.

SECOND SUBCLAUSE All R, D & I projects funded within this Agreement will be funded in accordance with the respective internal rules and procedures of the **Parties**.

FOURTH CLAUSE **ON THE USE OF BIODIVERSITY**

In the case of bilateral activities that involve the use of biodiversity, the **Parties** agree to comply with their respective national legislation and international conventions.

FIFTH CLAUSE **ON THE INTELLECTUAL PROPERTY**

The **Parties** agree that any intellectual property rights accrued in the process of implementing of 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.

SUBCLAUSE The Parties shall encourage the cooperating entities to agree on specific regulations regarding the issue of intellectual property.

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.

SEVENTH CLAUSE
ON THE PROHIBITION OF LABOUR RELATIONSHIP

The visiting researchers 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 REPRESENTATIVES

The **Parties** shall nominate representatives of both organisations, who will be responsible for the co-ordination, execution and follow-up of the activities related to this Agreement and for the negotiations and correspondence exchanges between the **Parties**.

SUB-CLAUSE: 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.

NINTH CLAUSE
ON THE VALIDITY

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

TENTH CLAUSE
ON THE AMENDMENTS

This Agreement may be amended or extended by mutual consent of the **Parties** by exchange of correspondence.

SUBCLAUSE: The amendments agreed upon will be effective through the signature of Addenda and will enter into force on the date of the signature of the referred document by both **Parties**.

ELEVENTH CLAUSE
ON THE DENOUNCEMENT

The **Parties** can denounce this Agreement at any time. The interested **Party** shall officially inform the other Party of its decision to denounce it, at least 60 (sixty) days before the intended end of activities.

SUB-CLAUSE The denouncement of this Agreement shall not affect the programmes and projects approved and undertaken in the scope of this Agreement and not being completed at the moment of the expiration of this Agreement.

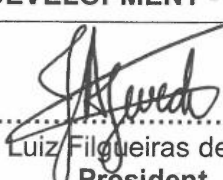
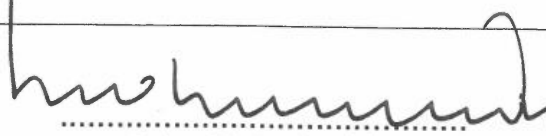
TWELFTH CLAUSE
ON THE CONTROVERSIES

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**.

FINAL PROVISIONS

The Parties will not take any responsibility for non-compliance in case of force majeure.

Done in São Paulo, Brazil on May 3, 2019, in two originals in the English language.

FOR THE NATIONAL COUNCIL FOR SCIENTIFIC AND TECHNOLOGICAL DEVELOPMENT - CNPq	FOR THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT e.V.
 João Luiz Filgueiras de Azevedo President	 Peter Strohschneider President