



COOPERATION AGREEMENT BETWEEN CONSELHO NACIONAL DAS FUNDAÇÕES ESTADUAIS DE AMPARO A PESQUISA AND UNIVERSITY OF BOLOGNA ACTING AS TECHNICAL SECRETARIAT OF THE NETWORK OF ITALIAN UNIVERSITIES

The Conselho Nacional das Fundações de Amparo a Pesquisa, henceforward named "CONFAP", represented in this act by its President, Sergio Luiz Gargioni, with legal address in SHS QD 06 CJ A BL E Sala 1115, Brasil 21, Brasilia, Brazil on one side; and the University of Bologna, henceforward named "UNIBO", acting as technical secretariat of the network of Italian universities taking part in the Program "Mobility CONFAP-ITALY (MCI)", represented in this act by its Rector, Professor Francesco Ubertini, with legal address in via Zamboni 33, Bologna, Italy, on the other side; together hereinafter referred to as the "Parties", agree to celebrate this Cooperation Agreement, hereinafter "Agreement" under the following clauses.

The cooperation between the Parties, object of this agreement, is subjected to the laws and regulations in force in Brazil and in Italy, and shall be performed in strict compliance with the terms and conditions stipulated and agreed by each party.

ARTICLE I - OBJECT

The object of the Agreement is to facilitate and support effective collaboration between the Parties to further scientific, technological and innovation cooperation, through the mobility between the two countries of PhD students, Master students (Mestrado and Laurea Magistrale students) and post docs.

The Parties will jointly determine, through exchange of communications, which individuals are eligible to participate in the Program according to academic performance and specific requirements decided by the Parties participating in the Program, the number of available places in Italian and Brazilian institutions and the deadlines for selection processes.

Scholarships will be granted for PhD (full, sandwich) students, Master students (only for research periods) and post docs enrolled in Brazilian higher education Institutions located in the States





whose FAP takes part to the program and in Italian higher education Institutions participating in the program, for the period 2017-2021.

ARTICLE II – OBLIGATIONS OF THE PARTIES

In order to achieve the Program goals, the Parties shall use their best efforts to meet the commitments as specified below:

OBLIGATIONS OF CONFAP:

- a) Publicize the program in Brazil through the network of FAPs;
- Select, in cooperation with Brazilian Institutions/FAP, the eligible candidates according to the criteria of the program;
- c) Facilitate the allocation of specific resources by each FAP to pay scholarships to selected candidates;
- d) Provide to UNIBO a list of the selected Brazilian candidates who are receiving a scholarship provided by a FAP;
- e) CONFAP will also make available to Italian candidates an online tool showing the academic offers of the participating Brazilian Institutions.

OBLIGATIONS OF UNIBO in cooperation with Italian participating Institutions

- a) Coordinate the promotion of the program in Italy;
- b) Monitor the candidates selection process, managed by each Italian Institution;
- c) Coordinate the services provision and academic supervision for scholarship holders in the Italian Institutions part of the program;
- d) Facilitate the allocation of specific resources by each Italian Institution to pay scholarships to selected Italian candidates;
- e) Provide to CONFAP a list of selected Italian candidates who are receiving a scholarship provided by each Italian Institution;
- f) UNIBO will also make available to Brazilian candidates an online tool showing the academic offers of the participating Italian Institutions.





ARTICLE III - FINANCE

The financial resources necessary for the implementation of this program will be covered by each Italian Institution for the scholarships to Italian participants and by each FAP for the scholarships to Brazilian participants. No tuition fees will be charged by any side for any exchange mobility, while full PhD tuition fees will be negotiated on a case by case basis.

ARTICLE IV - INTELLECTUAL RIGHTS - RESULTS PROPERTY

The Parties agree that, in case of mobility in the frame of projects with commercial value and from which industrial and intellectual property rights may arise, each Institution is responsible to sign a specific collaboration agreement in order to rule these matters. Such specific collaboration agreements will take into account applicable national legislations and international conventions.

ARTICLE V - USE OF LOGOS, NAMES, BRAND AND EMBLEMES

The Parties will not be able to use logos, names, brands and/or emblems of the other party without previous authorization in writing and a draft consignment.

ARTICLE VI - VALIDITY

This Agreement shall come into force from the date of last signature until December 2021, the mobilities agreed within the duration period are included even if terminating after December 2021. The duration of the program may be extended in writing for completion of the schedules and activities.

ARTICLE VII - TERMINATION

This Agreement may be terminated without expression of reason by any of the Parties by certified notice at least 60 (sixty) days in advance of the date in which the termination is to come into effect.

Any termination as such shall not affect already implemented projects and scholarships, except when both Parties jointly agree otherwise.

Any termination will not give right to claim indemnification of any nature to any of the Parties.





ARTICLE VIII - DISPUTE SETTLEMENT

In the presence of any argument derived from the application or interpretation of the present Agreement, the parties are committed to employ exhaustive measures to settle the conflict amicably through consultation and negotiation between its legal representatives.

ARTICLE IX - FORMALITY

The Parties shall maintain the highest ethical and legal standards in funding activities under this Agreement, as well as efforts to engage the activities are performed in compliance with their national legislations.

ARTICLE X - LANGUAGES

This Agreement is drawn up in English language in 2 copies. Both copies are signed in duplicate and are equally authentic. Complimentary copies in Italian and Portuguese may be drawn. The English version is the only legally binding.

ARTICLE XI - FINAL PROVISIONS

The parties shall not be responsible for the non-fulfilment of commitments in case of force majeure. Issues not explicitly covered in the text of this Agreement shall be jointly solved by the Parties. Additional information and further specifications of the procedures may be drawn up by the Parties as separate documentation.

UNIBO

Prof.Francesco Ubertini

Rector

Bologna,

0 I FEB. 2017

CONFAP

Sergio Luiz Gargioni

President

Brasilia,

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Termo de Adesão / Termo of Adhesion Mobilidade CONFAP-Itália (MCI) Mobility CONFAP-Italy (MCI)

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