

**MEMORANDUM OF UNDERSTANDING BETWEEN CONSELHO NACIONAL DAS FUNDAÇÕES
ESTADUAIS DE AMPARA À PESQUISA AND SCIENCE FOUNDATION IRELAND**

The Conselho Nacional das Fundações Estaduais de Ampara à Pesquisa, henceforward named **"Confap"**, represented in this act by its President, Sergio Luiz Gargioni, with legal address in Setor Hoteleiro Sul, Quadra 6, Ed Brasil 21, Conj A, Bloco E, Sla 1115, Asa Sul, Brasília/DF, on one side; and Science Foundation Ireland, henceforward named **"SFI"**, represented in this act by its Director General, Professor Mark Ferguson, with legal address in Wilton Park House, Wilton Place, Dublin 2, Ireland, on the other side, together hereinafter referred to as the "Parties", agree to celebrate the present Memorandum of Understanding, hereinafter **"MOU"**, under the following clauses:

FIRST. OBJECTIVE:

- 1.1.** Both Parties promote the current MOU with the aim of facilitating, where appropriate and mutually beneficial, effective collaboration between the Parties to further scientific, technological and innovation cooperation.

SECOND. JOINT STEERING COMMITTEE:

- 2.1.** The Parties will appoint two representatives, one from each Party, which will form a **Joint Steering Committee** responsible for the continuation of this MOU.

THIRD. AIMS OF COOPERATION:

- 3.1** This MOU, which may be co-signed by other state funding agencies in Brazil, allows for the funding of joint research projects, based on the understanding of a co-funding model
- 3.2** SFI and CONFAP may discuss and agree joint funding opportunities for scientific research projects and relationship building activities. Examples of the specific cooperative initiative that may be progressed by Agreement between the two parties are: 1) joint research projects; 2) exchange of researchers; and 3) bilateral workshops.

3.3 Collaborative activities will be undertaken in fields of mutual interest as agreed by CONFAP and SFI.

3.4 Projects will be subject to each Party's own assessment mechanisms or a joint evaluation scheme, with each party contributing to the research costs of researchers in their respective jurisdictions.

FOURTH. INTELLECTUAL RIGHTS – RESULTS PROPERTY:

4.1 The Parties agree that actions developed in relation to this MOU that result in products with commercial value and industrial and intellectual properties rights shall be regulated by the "Collaboration Agreement" (as described below), which will take into account applicable national legislation and international conventions.

4.2 Prior to the disbursement of funds and the commencement of any awarded project, the principal investigators of each selected joint research project shall develop and sign a "Collaboration Agreement" containing the appropriate terms and conditions for that project. The "Collaboration Agreement" will be entered into by authorized representatives of the Irish institution and/or its researchers, and the Brazilian institution and/or its researchers and will, among other things, ensure adequate protection and proper distribution of the intellectual property that may be produced by the projects financed under this Agreement.

4.3 The Collaboration Agreement shall observe the institutional policies of the Parties, including those relative to Intellectual Property.

FIFTH. USE OF LOGOS, NAMES, BRAND AND EMBLEMS:

5.1 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.

5.2 In the case that the use of logos, names, brands and / or emblems is for an economic purpose, a written consent is required together with the economic valuation of this use.

SIXTH. FUNDS:

6.1 The present MOU does not imply any commitment of expenditure for CONFAP or SFI beyond the existing funding awarded to Research Brazil Ireland (RBI) under the SFI

International Strategic Cooperation Award (ISCA). The expenditure commitments derived from further projects will represent the amount and the percent involved on the respective budget. The co-signing Parties will support joint projects on a co-funding basis, in accordance with the internal procedures and budget competencies of both sides, in all cases according to their corresponding rules and regulations.

6.2 The Parties will determine, for each Collaborative Agreement, the way to obtain funds and the contribution to the project from each party.

6.3 Likewise, both Parties will be able to obtain, as a whole or individually, funds to finance the activities from public or private, national or international organizations.

SEVENTH. INDIVIDUALITY AND AUTONOMY OF THE PARTIES:

7.1 This MOU does not establish any form of joint venture, association, franchise, commercial agent, representative, employment relationship or any other form of society, in fact or in law. The Parties are also not authorized to represent or assume obligations one on behalf of another.

EIGHTH. DURATION – TERMINATION WITHOUT EXPRESSION OF REASON:

8.1 The present MOU shall be in force for five (5) years and will automatically renew, except that one of the parties communicates its willingness to terminate the agreement.

8.2 The present MOU can be terminated without expression of reason by any of the Parties by certified notice thirty (30) days in advance of the date in which the cancellation is claimed. The termination will not give right to claim indemnification of any nature to any of the Parties. Such termination should not affect activities already approved jointly or in progress.

NINTH. DISPUTE SETTLEMENT:

9.1 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 Joint Steering Committee.

TENTH. COMMUNICATIONS - NOTIFICATIONS:

10.1 For all the effects of the present MOU, the parties state their addresses in:

10.1.1 Confap

Setor Hoteleiro Sul
Quadra 6
Ed Brasil 21, Conj A, Bloco E, Sala 1115
Asa Sul
Brasília/DF
Reference: Confap/SFI Agreement

10.1.2 Science Foundation Ireland

Wilton Park House – Wilton Place
Dublin 2 - Ireland
Director, Strategy and Communications
Reference: Confap/SFI Agreement

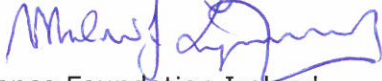
10.2 Or in the address declared in the future. The notifications will be considered delivered the moment they are received by the addressee.

ELEVENTH. FORMALITY:

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

11.2 This MOU is drawn up in English and Portuguese languages. Both copies are signed in duplicate and are equally authentic.

Signed in Dublin, on the 23rd February, 2015.



Science Foundation Ireland
Professor Mark Ferguson
Director General



Confap
Professor Sergio Luiz Gargioni
President