

MEMORANDUM OF UNDERSTANDING (MOU)

between the

INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS

and the

INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS NETWORK

for the

SCIENTIFIC COOPERATION IN RELATIVISTIC ASTROPHYSICS

1. PARTIES

The Ministry of Science, Technology and Innovation (“MCTI”), through the INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS (“INPE”), established in the city of São José dos Campos, São Paulo, Brazil, in this act represented by its Director, Dr. LEONEL FERNANDO PERONDI, and the INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS NETWORK (“ICRANet”), in this act represented by its Director, Dr. REMO RUFFINI, as the result of negotiation and understanding have approved the following provisions aiming at a scientific cooperation in the field of Relativistic Astrophysics.

2. OBJECTIVES

INPE, an internationally recognized organization by its relevant activities in Space Sciences and Technology, is involved in the study of Relativistic Astrophysics through its Astrophysics Division and also has a graduate program in astrophysics.

ICRANet is a leading international theoretical centre in the field of Relativistic Astrophysics and controls an international PhD program in relativistic astrophysics. In particular ICRANet coordinates an International Relativistic Astrophysics Ph.D. Program (IRAP-PhD) with the following Universities: AEI – Albert Einstein Institut – Potsdam (Germany), Berlin Free University (Germany), CBPF – Brazilian Centre for Physics Research (Brazil), ETH – Zurich (Switzerland), Ferrara University (Italy), IHÉS (France), Indian Centre for Space Physics (India), Université de Nice-Sophia Antipolis (France), Observatoire de la Côte d'Azur (France), Rome University – “La Sapienza” (Italy), Université de Savoie (France), Shanghai Astronomical Observatory (China), Stockholm University (Sweden), Tartu Observatory (Estonia);

INPE, through its Astrophysics Division, and ICRANet intend to work together in conducting joint research and joint educational activities in the field of Relativistic Astrophysics.

It is the objective of this MOU to formally establish this cooperation between INPE and ICRANet.

3. CONTENTS OF THE PROGRAM

The focus of this cooperation will involve the following items:

1. Institutional exchange of graduate and post-graduate students, researchers and faculty members. In particular INPE will be admitted to be an official Member of the IRAP PhD program;
2. Development of teaching and/or research activities related to the areas in which INPE and ICRANet act;
3. Organization of seminars, conferences, workshops and/or short courses in those areas;
4. Support of technical-scientific and cultural events and activities open to the public;
5. Development of opportunities to form university teachers and researchers by means of specialized, advanced high-level courses;
6. Joint publications;
7. Use by INPE's researchers and graduate students of the facilities, software and scientific data available at the ICRANet's Brazilian Scientific Data Center (BSDC) located at Centro Brasileiro de Pesquisas Físicas (CBPF) in Rio de Janeiro, RJ, Brazil;
8. Public conferences and other actions aiming at the popularization of science;
9. Exchange of information concerning teaching and research activities in each institution.

4. CONFIDENTIALITY

- 4.1 For the purposes of this clause "Confidential Information" means all and any knowledge, know-how, information techniques, intellectual property, business or commercial information owned or controlled by one Party, including but not limited to specifications, drawings, circuit diagrams, tapes, discs and other computer-readable media and documents, which are disclosed by that Party ("The Disclosing Party") to the other Party ("the Receiving Party") for use in developing collaborations under this MOU or any other activity in relation to this MOU.
- 4.2 The Receiving Party shall during the term of this Agreement and for a period of 5 years thereafter keep the Confidential Information secret and confidential and shall not disclose the Confidential Information to any third party save for its employees, consultants and contractors and then only on a need to know basis, to whom disclosure is necessary for the Project and who will be bound by at least the same obligations of confidentiality as contained in this Agreement.
- 4.2 The Receiving Party shall incur no obligation under clause 4.1 with respect to Confidential Information which:
 - 4.2.1 is known to the Receiving Party before the Effective Date, and not impressed already with any obligation of confidentiality to the Disclosing Party; or
 - 4.2.2 is or becomes publicly known without the fault of the Receiving Party; or
 - 4.2.3 is obtained by the Receiving Party from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the Disclosing Party; or
 - 4.2.4 is independently developed by the Receiving Party; or

- 4.2.5 is approved for release in writing by an authorized representative of the Disclosing Party; or
- 4.2.6 the Receiving Party is specifically required to disclose by law or pursuant to an order of any Court of competent jurisdiction.

5. VALIDITY

With the exception of Clause 4 this Memorandum is not legally binding on either Party. It shall enter in force upon signature by both parties and shall remain in force for five (5) years unless terminated earlier by either party upon sixty (60) days of written notice to the other party. Each party may propose to the other amendments to this Memorandum in writing. Such amendments shall be established by mutual written agreement of the parties.

6. MATTERS OF UNDERSTANDING

(a) For each activity under this Memorandum (such as those proposed in Clause 3 above) a plan of work and a budget will be prepared to an appropriate level of detail by the two Parties, and an appropriate collaboration agreement, signed by both Parties, put in place before starting the activity.

(b) It is expected that there will be an interchange of scientific and technical information between the signatory organizations on all activities under this Memorandum;

(c) Scientific results obtained as a consequence of this Memorandum will be presented in appropriate conferences or as publications with approval of and due recognition for both parties.

7. SIGNATURE

This protocol will be signed in four (4) originals: two (2) in Portuguese and two (2) in English.

For the
INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS

Dr. LEONEL FERNANDO PERONDI
Director

Date

For the
INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS NETWORK

Dr. REMO RUFFINI
Director

Date