COOPERATION AGREEMENT

BETWEEN

UNIVERSIDADE FEDERAL DE SANTA CATARINA (UFSC), BRAZIL

AND

INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS NETWORK (ICRANET), ITALY

Universidade Federal de Santa Catarina (UFSC), special regime autarchy, under the Ministry of Education (Law No. 3,849 of December 18, 1960 - Decree No. 64,824 of July 15, 1969) located at Campus Universitário Reitor João David Ferreira Lima, Florianópolis, Santa Catarina, Brazil, and International Center for Relativistic Astrophysics Network (ICRANet), set by the Statute signed on March 19th 2003 and approved by the Italian Parliament on February 10th 2005, published in the Gazzetta Ufficiale n. 53, on March 5th 2005, located at Piazza della Repubblica, 10, Pescara (PE), Italia, represented by its Rector, Professor Roselane Neckel and its Director, Professor Remo Ruffini, express that the objective of this agreement is the development of collaborative activities between the above mentioned universities, with the intention of expanding their academic relationship and stimulating the exchange of knowledge in the field of Relativistic Astrophysics. Therefore, both institutions decide to enter into agreement according to the following terms:

SECTION I – JOINT ACTIVITIES

The institutions involved in this Agreement intend to provide the means necessary for the joint implementation of the following activities:

1. Exchange of undergraduate and graduate students, faculty, researchers and administrative staff;
2. Projects and research activities;
3. Collaboration and participation in seminars, lectures, symposia and academic meetings;
4. Special academic programs of short duration;
5. Programs of undergraduate and graduate level, including doctorates;
6. Double degree agreements;
7. Co-tutelage contracts

Specific, written agreements must be in place prior to activities described in Points 1, 2, 4, and 5. The mentioned written agreements must describe both the terms and agreements at issue and must be signed by representatives of both institutions.

SECTION II – COORDINATORS

Each university may designate a local coordinator for this Agreement, who will be responsible for organizing the related activities, evaluating the fulfillment of the work scheme and, when possible, seeking adequate funding. In case it is necessary to substitute the coordinator the other party must be notified in writing.
The ICRANet designates Professor Jorge Armando Rueda Hernández as the Coordinator of this Agreement.
The UFSC designates Professor Débora Peres Menezes as the Coordinator of this Agreement.

SECTION III – INTELECTUAL PROPERTY RIGHTS

1. The intellectual property rights in which the inventors or authors are the individuals in the exchange program will be owned by the Universities involved.
2. The Universities must inform one another in the occurrence of results that are protectable by the Intellectual Property Rights in which any of the authors or inventors belong to another University.
3. The Universities must comply with the conditions of secrecy established in their national legislation, as well as in the international agreements, with special regard to Article 39 of the Agreement on Aspects of Intellectual Property Rights Related to Trade, by the World Trade Organization.

SECTION IV – RESOURCES

1. The host institution is not obliged to fund the activities of cooperation. However, when necessary, the institution may seek financial assistance through development agencies or other funding sources. The host institution shall also provide administrative support in order to ensure that the activities under this Agreement meet the expectations of both institutions.
2. Students, faculty, researchers and administrative staff in exchange shall not pay fees at the host institution, with exception of fees for extension activities, extracurricular courses or any other non-regular activities in the Host Institution. The fees of the home institution, if any, shall be paid according to its policies and regulations.
SECTION V – CIVIL RESPONSIBILITY

The host Institutions shall not be held accountable for any damage caused by students, faculty, researchers and administrative staff of the partner Institutions, not even for accidents, illness, disability, death or funeral repatriation.

SECTION VI – TERM AND EXTENSION

The present Agreement will have validity for 05 (five) years starting from the date of the last signature. Validity may be extended before the expiration date, by means of written communication by both parties, preferably at least 60 (sixty) days before termination. The expiration date shall not affect activities in progress.

SECTION VII – ALTERATIONS

This Agreement may be altered during its term via written consent of both parts, in the form of an Addendum or other legal document.

SECTION VIII – TERMINATION

The present Agreement may be terminated by either institution, by reason of breach of the terms mentioned above. However, the termination shall be accomplished through written notice 06 (six) months in advance. Termination shall not affect the activities in progress.

SECTION IX – JURISDICTION

Issues not contemplated by this Agreement or disputes that may arise in its execution shall be reviewed by the representatives of the institutions, or by representatives delegated by them.

This Agreement will be signed in counterparts of identical form and content. Each institution must have an original in Portuguese and one original in English.

Florianópolis, 05/08/2014

Professor Roselane Neckel
Director of UFSC

26/08/2014

Professor Remo Ruffini
Director of ICRANet