



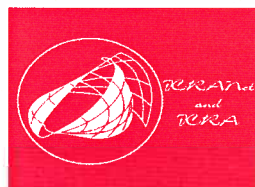
COOPERATION AGREEMENT
ON
HIGHER EDUCATION, SCIENCE AND RESEARCH

BETWEEN

FUNDAÇÃO CARLOS CHAGAS FILHO DE AMPARO
À PESQUISA DO ESTADO DO RIO DE JANEIRO
(FAPERJ)

AND THE

INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS NETWORK
(ICRANet)



Fundação Carlos Chagas Filho de Amparo à Pesquisa do Estado do Rio de Janeiro (“FAPERJ”), whose headquarter is located at Avenida Erasmo Braga, 118/6º andar – Centro, CEP 20020-000 – Rio de Janeiro /RJ, Brazil, in this act represented by its President, Professor Ruy Garcia Marques

and

the *International Center for Relativistic Astrophysics Network* (“ICRANet”), whose headquarters is located at Piazza della Repubblica, 10 – 65122 Pescara, Italy, in this act represented by its Director, Prof. Remo Ruffini,

(Hereinafter collectively referred to as “the Parties” or individually as the “Party”),

Considering the Decree nº 7.552 of August 12th, 2011, that promulgates in Brazil the Agreement that establishes ICRANet and its Statute, signed on September 21st, 2005;

Considering the interest in deepening academic cooperation between scientists from Rio de Janeiro State Institutions and ICRANet, in order to promote the development of science and technology and relativistic astrophysics in particular;

The Parties, agree to establish by mutual agreement and in order to be mutually beneficial this document:

Article 1

OBJECT

The present Agreement intends to provide a legal framework for the establishment of programs and actions that aim to deepen the cooperation between researchers and academics from institutions based in the State of Rio de Janeiro, Brazil, and from ICRANet.

RR

Ruy



Article 2

OBJECTIVES

The Parties shall promote such cooperation, observing its international obligations and national legislation as well other and their applicable legislation and other valid regulations and agree to develop collaborative activity that may come in the form of:

- 2.1 Promotion of joint scientific research between investigators from the State of Rio de Janeiro and ICRANet;
- 2.2 Scholarship programs;
- 2.3 Organization of seminars, workshops, symposia or other scientific meetings of mutual interest;
- 2.4 Promote researcher participation in scientific meetings;
- 2.5 Other forms of cooperation may be determined through mutual consultation.

Article 3

FINANCE

- 3.1 Each Party will facilitate and fund the mentioned activities through their regular funding programs taking into account any constraints of time, funding and other relevant resources.
- 3.2 Students and researchers taking part in activities under the scope of this Agreement shall be exempt of ICRANet tuition fees.
- 3.3 ICRANet and FAPERJ undertake to encourage researchers supported under the scope of this agreement to mention the Parts in any scientific work or paper.



Article 4

REPRESENTATION

- 4.1 In order to coordinate the activities of this Agreement, FAPERJ and ICRANet will create a Steering Committee of the Program, composed of a principal and an alternate representative from each Party.
- 4.2 It is the responsibility of the Steering Committee to resolve any technical, and/or administrative questions that may arise during the execution of this Agreement, as well as to oversee its overall functioning, consulting with their respective superiors of each institution, if the need should arise.

Article 5

INTELLECTUAL PROPERTY

- 5.1 The Parties agree that where the actions taken by virtue of this Agreement result in products of commercial value and industrial and intellectual property rights, these will be governed by the applicable national laws and international conventions in force.
- 5.2 The Intellectual Property Policy of FAPERJ shall also be observed.

Article 6

VALIDITY

- 6.1 The present agreement is valid for a period of 5 (five) years, counting from the date of signature.
- 6.2 FAPERJ shall publish the extract of the present Agreement in Diário Oficial do Estado do Rio de Janeiro no longer than 20 (twenty) working days after the date of its signature.



Article 7
MODIFICATIONS

The conditions established in this Agreement may be modified, by agreement between the Parties and with proper justification.

Article 8
TERMINATION

- 8.1 Either Party may terminate this Agreement immediately by notice in any of the following circumstances if:
- 8.1.1 Either Party is in breach of its obligations under this Agreement and following written notice of such breach from the Party not in breach of the Agreement specifying the breach and requiring it to be remedied, the other Party fails to remedy the breach within a period of thirty (30) calendar days. This clause is valid so far as the breach may be remedied but nothing in this clause is intended to require a Party to serve notice of any breach before taking action in respect of it;
 - 8.1.2 Either Party engages in any conduct prejudicial to the reputation of the other Party or its marketing and promotion generally;
 - 8.1.3 For reasons of public interest.
- 8.2 Either Party may terminate this Agreement for no cause on giving the other Party not less than 60 (sixty) days notice in writing.
- 8.3 Any such termination should not affect projects and scholarships already underway, except when both Parties jointly agree otherwise.
- 8.4 The parties shall not be responsible for non-fulfilment of commitments, in case of force majeure.



Article 9

CONTROVERSIES, OMISSION OR CONFLICT

- 9.1 Issues not explicitly covered in text of this Agreement shall be resolved by the Parties.
- 9.2 In case of any controversy derived from the application or interpretation of this Agreement, the parties agree to exhaust all measures necessary to remedy the conflict by amicable agreement.
- 9.3 Should the controversy persist, it is hereby agreed that the courts of the City of Rio de Janeiro will have jurisdiction to solve any legal dispute related to the present memorandum, to the exclusion of all other jurisdictions.

This Agreement is completed in English and Portuguese, with both versions being equally authentic; in the case of any discrepancy between the two versions, the Portuguese version shall prevail.

This Agreement is hereby signed in two (2) copies in each language, with one (1) copy remaining in the possession of each Party.

Rome, Italy, 12.08 2013

For Fundação Carlos Chagas Filho de
Amparo à Pesquisa do Estado do Rio de
Janeiro (FAPERJ)
Ruy Garcia Marques
President

For International Center for Relativistic
Astrophysics Network
(ICRANet)
Remo Ruffini
Director