

AGREEMENT BETWEEN THE NATIONAL COUNCIL FOR SCIENTIFIC AND TECHNOLOGICAL DEVELOPMENT (CNPq) OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE CONFERENCE OF RECTORS OF ACADEMIC SCHOOLS IN POLAND (CRASP) OF THE REPUBLIC OF POLAND

The National Council for Scientific and Technological Development (CNPq), public foundation instituted by the Law nº 6.129, of November 6, 1974, linked to the Ministry of Science, Technology and Innovation – MCTI, of the Federative Republic of Brazil, with headquarters in Brasilia, DF, at SHIS Quadra 1 conjunto B – Bloco D – 2º andar, Postal Code 71605-190, registered at CNPJ/MF under the number 33.654.831/0001-36, in this act represented by its President, Glaucius Oliva resident in the city of Brasilia – DF, in the use of the faculties conferred by Portaria nº 341, of the Presidency of the Republic, published in the Official Gazette of the Union – DOU, Section 2, on 24th of January, 2011, and the Conference of Rectors of Academic Schools in Poland (CRASP), association registered at the National Official Business Register under the member 020345108 and represented by its President, Mr. Wieslaw Banys, resident in the city of Sosnowiec in Poland, henceforth called Parties,

recognizing the importance of fostering scientific, technological and innovation cooperation between Brazil and Poland; and desiring to strengthen this cooperation on the basis of mutual benefit,

have agreed as follows:

FIRST CLAUSE
ON THE OBJECT

The **Parties** commit themselves to develop and strengthen their collaboration in the field of scientific and technological research, in accordance with their own programmes and those jointly approved.

FIRST SUB-CLAUSE Such collaboration will be carried out through the development of projects, activities and exchange of students and researchers which will form an integral part of the programmes for scientific and technological co-operation considered by this instrument, as defined by the **Parties** and in conformity with their internal rules.

SECOND CLAUSE
ON THE COOPERATION FORMS

The **Parties** will promote such cooperation through the following mechanisms, in conformity with their international responsibilities and with the national legislation and other rules into force in their respective countries:

- a) joint funding of R&D projects mutually agreed upon;
- b) exchange of researchers, scientists, and students aiming at the promotion of research, consultation and exchange of experiences within R&D joint research projects;
- c) organization of scientific and technological seminars, workshops, symposia and other meetings of mutual interest, so as to promote the interaction between relevant institutions and research groups of both countries, with a view to identifying the prospects for co-operation;
- d) information exchanges of joint R&D policies and strategies;
- e) exchange of information and scientific publications; and
- f) other forms of scientific and technological cooperation agreed by the **Parties**.

FIRST SUB-CLAUSE Besides the above-mentioned mechanisms, the **Parties** can develop their co-operation by means of instruments or programmes of their own.

SECOND SUB-CLAUSE The opportunities of co-operation with other countries and regional blocs will be appreciated by the **Parties**.

THIRD CLAUSE **ATTRIBUTIONS AND RESPONSIBILITIES**

The attributions and responsibilities concerning the execution of the present Object of Cooperation will be detailed in a Work Plan.

FOURTH CLAUSE **ON THE FORMALIZATION OF THE PROGRAMMES**

The necessary mechanisms for the planning and implementation of programmes and projects carried out under this Agreement will be established by means of exchange of correspondence between the **Parties**, in conformity with their internal rules. These mechanisms will be effective after the proponent has received a clear acceptance from the other Party.

FIFTH CLAUSE **ON THE USE OF BIODIVERSITY**

In the case of bilateral activities that involve the use of biodiversity the **Parties** agree to comply with their respective national legislation.

SIXTH CLAUSE **ON THE INTELLECTUAL PROPERTY**

The **Parties** agree that any intellectual property rights accrued in the process of implementing this Agreement will be subject to the regulations and laws applicable in each country as well as to international conventions on intellectual property rights to which both countries are parties and the clauses and conditions here established.

FIRST SUB-CLAUSE The intellectual property rights on any creation, which may result from the activities related to the co-operation foreseen under this Agreement, will be property of the research institutions that execute this co-operation and shall be established in a specific contract to be signed by them with the awareness of the signatory **Parties** of this Agreement.

SECOND SUB-CLAUSE The participation in the results of the commercial exploitation of the intellectual property rights, including those transferred to third parties, will be defined in contract to be signed by the owner institutions of these rights with the **Parties** of this Agreement.

SEVENTH CLAUSE **ON THE FINANCING OF PROGRAMMES AND PROJECTS**

Each Party shall take the necessary measures to obtain the financial means to ensure the execution of the approved programmes and projects.

EIGHTH CLAUSE **ON THE HEALTH AND MEDICAL INSURANCE FOR THE** **SPECIALISTS/RESEARCHERS AND STUDENTS**

The **Parties** will provide adequate health and medical insurance for their specialists/researchers/students. The host Party shall not be responsible for any reimbursement concerning medical assistance of specialists/researchers/students of the other Party.

NINTH CLAUSE **ON THE PROHIBITION OF LABOUR RELATIONSHIP**

The visiting specialists must not develop any kind of activity unless related to their mission and no labour relation can be established between the visiting specialists and the host and funding institution, neither can the host or funding institution substitute the origin institution for labour and subordination effects.

TENTH CLAUSE **ON THE REPRESENTATIVES**

The **Parties** shall nominate representatives who will be responsible for the co-ordination, execution and follow-up of the activities related to this Agreement and for the negotiations and correspondence exchanges between the **Parties**.

FIRST SUBCLAUSE Both **Parties** commit themselves to maintain these representatives enabled to fulfil their responsibilities, according to this Clause, and to communicate immediately to the other Party whenever its representative is changed or substituted.

ELEVENTH CLAUSE
ON THE VALIDITY

This Agreement shall become effective on the date of its signature and shall be valid for a period of 5 (five) years. The present Agreement will be automatically renewed through Addendum. The renewal proposal shall be submitted at least 30 days before the end of this Agreement's validity and must present the reasons that justify the renewal.

TWELFTH CLAUSE
ON THE AMENDMENTS

This Agreement may be amended by mutual consent of the **Parties** by exchange of correspondence.

FIRST SUBCLAUSE The amendments agreed upon will be effective through the signature of Addendum and will entry into force on the date of the signature of the referred document by both **Parties**.

THIRTEENTH CLAUSE
ON THE FOLLOW-UP AND RENDERING OF ACCOUNTS

The **Parties** will have assess technically and financially to the activities of the present Agreement during its validity period.

FIRST SUBCLAUSE At the end of its validity period the **Parties** must present fulfilment reports, consolidating data and invested values of the developed actions.

FOURTEENTH CLAUSE
ON THE DENOUNCEMENT

The **Parties** can denounce this Agreement at any time. The interested Party shall officially inform the other Party of its decision to denounce it at least 60 (sixty) days before the intended end of activities.

SUBCLAUSE The **Parties** must respect the rights and obligations undertaken with third parties in the scope of this Agreement, providing, in their budgets, funds for the full completion of these activities during their execution period.

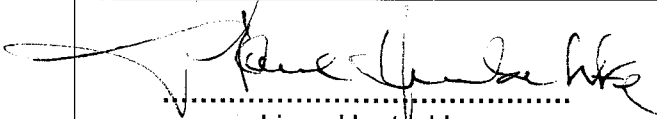

FIFTEENTH CLAUSE
ON THE CONTROVERSIES

Any controversy which may arise during the implementation of this Agreement shall be solved by means of negotiation or exchange of correspondence between the **Parties**.

FINAL PROVISIONS

The **Parties** will not take any responsibility for non-compliance in case of force majeure.

Done in Warsaw, February 3rd 2014, in two originals in the English language.

<p>FOR THE NATIONAL COUNCIL FOR SCIENTIFIC AND TECHNOLOGICAL DEVELOPMENT (CNPq):</p>	<p>FOR THE CONFERENCE OF RECTORS OF ACADEMIC SCHOOLS IN POLAND (CRASP):</p>
 Liane Hentschke Director of Institutional Cooperation	 Wieslaw Banyś President