

**INTERNATIONAL COOPERATION AGREEMENT FOR SCIENCE, TECHNOLOGY AND
INNOVATION**

By this private instrument, the **PARTNERS** below:

FOUNDATION UNIVERSIDADE FEDERAL DE PELOTAS, federal agency with a special regime, with headquarters at Rua Gomes Carneiro, nº 1, Centro, CEP 96.010-610, Pelotas/RS, registered with the CNPJ under nº 92.242.080/0001-00, hereby represented, in accordance with its statute, by its Rector, Prof. Isabela Fernandes Andrade, hereinafter referred to as **UFPEL**; It is

HERIOT-WATT UNIVERSITY, a Scottish charity registered under number SC000278 and having its principal offices at Riccarton, Edinburgh, EH14 4AS, Scotland, hereby represented by his Attorney, Dr. D G Brown, hereinafter referred to as the **PARTNER**;

With support in **FINANCIAL MANAGEMENT** of:

FUNDAÇÃO DELFIM MENDES SILVEIRA, non-profit private law foundation, founded on 11/08/1999, registered with the CNPJ under nº 03.703.102/0001-61, headquartered at Rua Lobo da Costa, nº 447, Centro, CEP 96010-150, Pelotas/RS, in this act represented by its President Director, Prof. César Dalmolin Bergoli, Brazilian, registered with the CPF under nº 009.504.060-90, holder of identity card RG nº 8075777196 - SSP/RS on 02/28/2018, resident and domiciled in Pelotas/RS, hereinafter referred to as simply **FOUNDATION**;

Individually designated as "**PARTY**" and, collectively, as "**PARTIES**";

They resolve to enter into this **INTERNATIONAL COOPERATION AGREEMENT FOR SCIENCE, TECHNOLOGY AND INNOVATION** in accordance with Law No. 10,973, of December 2, 2004, regulated by Decree No. 9,283, of February 7, 2018, of Law No. 14,133, of April 1, 2021, of Law No. 8,958, of December 20, 1994, regulated by Decree No. 7,423, of December 31, 2010, as applicable, and other relevant legal diplomas, in accordance with the following clauses and conditions:

CLAUSE ONE - DEFINITIONS

For the purposes of interpreting this **INTERNATIONAL COOPERATION AGREEMENT FOR SCIENCE, TECHNOLOGY AND INNOVATION**, the **PARTIES** attribute the respective meanings to the terms defined below:

- a) AGREEMENT** : means this **INTERNATIONAL COOPERATION AGREEMENT FOR SCIENCE, TECHNOLOGY AND INNOVATION**;
- b) WORK PLAN** : means document attached to this **AGREEMENT** in which the object, form of execution, schedule of stages and/or activities, financial schedule, and other pertinent data relating to the execution of the **PROJECT** are **specified and detailed** ;
- c) PROJECT**: means the Innovation Stimulation Project, object of the **WORK PLAN** and this **AGREEMENT** , entitled **“AMAZON INDIGENOUS WISDOM: SHAPING CLIMATE SOLUTIONS IN BRAZIL”**, registered in the **UFPEL** Academic System (COBALTO) under number 8269;
- d) PERSONNEL** : means all employees, administrators, representatives, partners, civil servants, researchers, scholarship holders, students, representatives of any nature, contractors or subcontractors of each of the **PARTIES** ;
- e) TECHNOLOGY** : means any result of the **PROJECT** that is subject to appropriation by Industrial Property Law;
- f) INDUSTRIAL PROPERTY RIGHT**: Set of immaterial rights that apply, under the terms of Law No. 9,279, of May 14, 1996, on the creation of human intellect possessing economic value, characterized by presenting an inventive act or activity, novelty and industrial application-;
- g) FUNDER** : means the British Academy of the United Kingdom, which is the source of the Financial Resources addressed in Clause Four, under its Official Development Assistance Challenge-Oriented Research Grants 2024 Programme.

CLAUSE TWO – OBJECT:

The objective of this **AGREEMENT** is to facilitate the funding by the **FUNDER** of a regime of mutual technical and scientific cooperation between **UFPEL** and **PARTNER** , with a view to the joint development of the Innovation Stimulation Project entitled **“AMAZON INDIGENOUS WISDOM: SHAPING CLIMATE SOLUTIONS IN BRAZIL”**, registered in the **UFPEL** Academic System (COBALTO) under number 8269, hereinafter referred to as simply **PROJECT**.

§ 1. This **AGREEMENT** includes the **SUB-CONTRACTING** of the **FOUNDATION** by **UFPEL**, to carry out the **FINANCIAL MANAGEMENT** of the resources contributed and execution of the expenses related to this cooperation, under the terms and values set out in this **AGREEMENT**;

§ 2. The **PROJECT (Annex I)** and the respective **WORK PLAN** are part of this **AGREEMENT. (Annex II)** , which detail the object, the form of execution, the schedule of steps and/or phases, the activities, goals and indicators of the respective operational and/or financial execution and other pertinent data.

THIRD CLAUSE – OBLIGATIONS OF THE PARTIES:

Obligations common to all **PARTIES** are :

- a)** be responsible for the veracity of the information provided;
- b)** designate the **PERSONNEL** responsible for representing and/or participating, on its behalf, in the execution, management, supervision and/or conduct of work on the **PROJECT** , informing the other **PARTIES** of any and all changes in **PERSONNEL** that occur during the term of this **AGREEMENT** ;
- c)** keep the other **PARTIES** informed about the progress of the **PROJECT stages** carried out under their responsibility, sending periodic reports as set out in the **WORK PLAN schedule** or at the request of some other **PARTY** ;
- d)** allow access to **PERSONNEL** eventually designated by the other **PARTIES** , as well as third parties, their guests, in the areas used for the conduct, execution and/or management of work related to the object of this **AGREEMENT** , to monitor, supervise and/or carry out activities provided for in the **WORK PLAN** , as long as they are duly authorized;
- e)** participate in meetings with representatives of other **PARTIES** to discuss the implementation and results of stages, tests or issues of the **PROJECT** in general;
- f)** observe all legal standards, including those of an administrative nature, applicable to the implementation of the purpose of this **AGREEMENT**;
- g)** carry out the analysis of the results obtained, individually and/or jointly with the other **PARTIES** ;
- h)** collaborate for the dissemination and/or publication of new knowledge eventually developed in the **PROJECT** , and may jointly publish the results obtained in the work carried out within the scope of this **AGREEMENT**, or separately, provided that with prior written authorization of the other **PARTY** , respecting the Secrecy and Confidentiality obligations of **CLAUSE TEN** ;

3 .1. UFPEL OBLIGATIONS

Without prejudice to the provisions of the **WORK PLAN** , **UFPEL** will be responsible for:

- a)** carry out, with the support of the **FOUNDATION**, the management and execution of the financial resources contributed under its responsibility, in accordance with the provisions of the **WORK PLAN**;
- b)** carry out the development of research and activities under its responsibility, in accordance with the **WORK PLAN** , collaborating in the implementation of the **PROJECT** that is the subject of this **AGREEMENT**;
- c)** provide, in a timely manner, the information, technical data, etc., generated by the studies carried out and necessary for the eventual development and implementation of the **PROJECT** results in the **PARTNER** 's production process .

3.1.1. Obligations of the UFPEL Representative (LOCAL PROJECT Coordinator):

- a)** register in the Information System made available by the **FOUNDATION** - SAGI, creating a personal and non-transferable login and password, as well as executing the necessary authorizations for the movement of **PROJECT** resources with the **FOUNDATION**, aware that all releases will necessarily be processed via the

- Information System - SAGI and will give rise to their full responsibility;
- b)** be responsible for planning and coordinating activities, as well as requests for possible purchases/per diems, taking into account the term of the **AGREEMENT** , as well as **UFPEL 's internal deadline** and the control and entry of expenses actually implemented;
 - c)** request from the responsible sector the purchases necessary to achieve the **PROJECT** , in accordance with the **WORK PLAN** , and authorize their respective payments, being responsible for the relationship of the product and/or service requested with the object of the **PROJECT** , including any indication of brand and /or supplier, as well as the certification of contracted goods and services, to be carried out by the **UFPEL** Electronic Information System - SEI or in person;
 - d)** prepare the public selection process for the selection and training of potential scholarship holders, being responsible for:
 - I** - by choosing the scholarship holders, either through the selection process, or by indicating the scholarship holders to the technical team, and the relationship of their theses and/or dissertations with the **PROJECT** ;
 - II** - through the scholarship holder's relationship with **UFPEL** ;
 - III** - for the activities carried out by the scholarship holder and their relationship with the object of the **PROJECT** , aware that the scholarship is strictly of an academic nature, and the provision of administrative, maintenance or permanent work by **UFPEL is prohibited by the scholarship holder** ;
 - IV** - for the workload performed by the scholarship holder, aware that they cannot exceed the limit of 20 hours per week if they are an active federal employee;
 - V** - for supervising the scholarship holder during their scholarship contract and managing performance reports;
 - VI** - for the authorization or rejection of scholarship payments.
 - VII** - for compliance with the entire content of COCEPE Resolution No. 108/2023 (or another that replaces it) which regulates the granting of scholarships in **UFPEL** projects/programs supported by the Support Foundation;
 - e)** be responsible for raising the financial resources necessary to carry out all the steps set out in the **WORK PLAN**, as well as being responsible for any insufficiency of resources and payment of the bank account maintenance fee in cases where the execution of the **PROJECT** is based on estimated budget, to be contracted throughout its execution;
 - f)** be aware that any event/publication promoted during or as a result of the **PROJECT** must contain the name/logo of the **FOUNDATION** as the supporting entity.

SINGLE PARAGRAPH. In the absence and/or impossibility of the **PROJECT Coordinator**, the **Deputy Coordinator** will act as **UFPEL Representative** .

3.2. PARTNER (INTERNATIONAL PROJECT Coordinator) OBLIGATIONS

Without prejudice to the provisions of the **WORK PLAN**, the **PARTNER** will be responsible for:

- a) ensure the carrying out of the activities under their responsibility in the work, in accordance with the **WORK PLAN**, collaborating in the implementation of the **PROJECT** that is the subject of this **AGREEMENT**;
- b) provide, in a timely manner, the information, technical data, etc., necessary for the development of the steps described in the **PROJECT** and the **WORK PLAN**;
- c) make available the necessary resources, services and/or infrastructure, when foreseen, to carry out the activities covered by this **AGREEMENT** under the conditions, quantities, quality and deadlines defined in the **WORK PLAN**.

3.3. OBLIGATIONS OF THE FOUNDATION

Without prejudice to the provisions of the **WORK PLAN**, the **FOUNDATION** will be responsible for:

- a) maintain exclusive bank account(s) for the movement of financial resources allocated for the execution of the **PROJECT**;
- b) receive and manage the financial resources transferred to it by the other **PARTIES**, in accordance with the provisions of the **WORK PLAN**;
- c) carry out financial management and administrative routines, such as purchasing consumables, equipment and services, carrying out imports, booking and purchasing tickets, hiring scholarship holders and human resources and other procedures necessary to carry out the activities set out in the **WORK PLAN**, observing the principles of efficiency, morality, publicity, economy and impersonality, as well as the rules and procedures of Decree No. 8,241/14;
- d) pay the expenses necessary for the execution of this instrument, relating to consumables, daily allowances, tickets, fuel, third-party services or any other funding expenses, as provided for in the **WORK PLAN**, upon request from **UFPEL**, unless otherwise provided otherwise in this instrument and its annexes;
- e) carry out the collection of taxes, fees, contributions and other charges that may be due as a result of the expenses contained in the **WORK PLAN** (Annex I) of this **AGREEMENT**, presenting the respective receipts to the competent sectors of **UFPEL** and the **PARTNER**;
- f) issue, within 02 (two) business days of each financial contribution made by the **PARTIES**, the respective receipt, which will serve as proof of payment of the respective payment;
- g) admit and direct, under its full and exclusive labor, social security, civil and tax liability, including for accidents at work, all **PERSONNEL** hired/designated by it to carry out its duties arising from this **AGREEMENT**;
- h) use the resources made available for the execution of this **AGREEMENT** within the term of its validity, as established in the **WORK PLAN**, in accordance with the rules contained in this **AGREEMENT** and applicable current legislation;
- i) return to **UFPEL**, through the **Union Collection Guide ("GRU")**, at the end of the term of the **AGREEMENT**, if applicable, any remaining balance, monetarily adjusted as required for the settlement of debts to the National Treasury, based in the variation of the Reference Rate of the Special Settlement and Custody System ("**SELIC**") and increased

income received, through transfer via **GRU**, as per the data below:

Management Unit: 154047;

Management: 15264 - FOUNDATION Federal University of Pelotas;

Unit Name: FOUNDATION Federal University of Pelotas;

Collection Code: 28852-7 – Other Refunds.

- j)** provide, in a timely manner, the information, technical data, materials, purchases, hiring, tickets, reservations, etc., necessary for the development of the **PROJECT**;
- k)** facilitate, by all means at its disposal, the broad supervisory action of **UFPEL** and/or the **PARTNER**, responding to the requests presented by them, according to the deadlines indicated by **UFPEL** and/or the **PARTNER** in the respective requests;
- l)** be responsible for the custody, integrity, secrecy, confidentiality and availability to **UFPEL** and **PARTNER** of documents relating to this **AGREEMENT**;
- m)** strictly observe the provisions of Decree No. 8,241, of May 21, 2014, including, but not limited to, the acquisition of services, materials and equipment necessary for the execution of the **PROJECT**;
- n)** immediately transfer to **UFPEL** the possession and use of consumable materials and durable goods acquired to execute the **PROJECT**;
- o)** pay to participants in the implementation of the object of this instrument, teaching, research or extension grants, in accordance with art. 4th, § 1st, of Law No. 8,958/94 and COCEPE/UFPEL Resolution No. 58/2021, as established in the **WORK PLAN** and upon request from the **UFPEL Representative (Project Coordinator)**;
- p)** promote, when foreseen, the transfer to **UFPEL**, in the amounts established in the **WORK PLAN**, in compliance with art. 6th of Law No. 8,958/94;
- q)** formalize the donation to **UFPEL**, free of charge, of durable goods acquired to execute the **PROJECT**, immediately after their acquisition;
- r)** reimburse **UFPEL** for costs proven to arise from the possible use of **UFPEL's** own goods and services to execute the **PROJECT**;
- s)** resolve, judicially or extrajudicially, any disputes with third parties arising from the execution of this **AGREEMENT**. In the event that **UFPEL** and/or **PARTNER** are condemned in the alternative, they will have the right of recourse against the **FOUNDATION**;
- t)** present, upon completion of the **PROJECT**, within a maximum period of 60 (sixty) days, the financial statements containing: (i) statement of income and expenses; (ii) payment list, identifying the name of each item beneficiary and respective CPF numbers; (iii) number of each tax document with the date of issue and asset purchased or service provided; (iv) bidding minutes, if any; (v) list of scholarship holders and employees paid under this **AGREEMENT** with their respective workloads; (vi) **GRU** proving the reimbursement to the single **UFPEL** account of any remaining balance; and (v) other information required by applicable legislation, in COCEPE Resolution 10/2015 and/or that the **FOUNDATION** deems relevant;
- u)** possess and maintain for a period of 5 (five) years after the end of the **PROJECT**, all documentation relating to the execution of activities carried out under this **AGREEMENT**, **WORK PLAN** and any Addendum Terms, as well as invoices relating to investments/expenses made, duly identified with the **PROJECT** number, as well as bank statements, if daily reconciliation is performed, with identification of the **PROJECT** to which the credits and debits correspond;

CLAUSE FOUR – RESOURCES

The non-financial **Economic Resources** necessary for the development of the **PROJECT** will be contributed and spent as detailed in the **WORK PLAN**, without any financial transfer between **UFPEL** and **PARTNER**, the **Financial Resources** will be contributed by the **FUNDER** and all financing and expenses will be established and calculated in **Pounds Sterling (£)**, totaling **£200,000.00 (two hundred thousand pounds)**, payable in accordance with the **FUNDER’S** award letter referenced IOCRG\100887 and dated 24 June 2024 (“Main Contract”) and which is attached hereto as Schedule 1.

4.1. Of the total amount, the **PARTNER** will receive **£156,858.33 (one hundred and fifty-six thousand, eight hundred fifty-eight pounds and thirty-three pence)** and will be made available to **UFPEL**, upon sending to the **FOUNDATION**, an amount of **£43,141.67 (forty-three thousand, one hundred and forty-one pounds and sixty-seven pence)**, in accordance with the values and schedule expressed in the **WORK PLAN**, this amount already includes the **FOUNDATION'S Operating Expenses**, calculated on the total value of financial resources made available to **UFPEL**, contributed by the **FUNDER**, in the amount of **£4,575.00 (four thousand, five hundred and seventy-five pounds)**, being converted into **Reais (R\$)** considering the exchange rate of the day and time of receipt of the resource in Brazil.

4.2. Operating Expenses will be reimbursed pro rata for the period of validity of this instrument, in accordance with the current Ordinance of the Rector's Office published for this purpose. If the term is longer than twelve months, the excess months will be calculated at the rate of 1/12 (one twelfth) of the annual value extracted from the current operating costs spreadsheet, limited to 15% of the **PROJECT** value.

4.3. The costs of expenses will be incurred as authorized by the ~~financier~~**FUNDER** and the amounts, referring to the contributions of **Financial Resources**, must be requested by the **FOUNDATION**, in writing, by sending an email requesting reading confirmation, at least 15 (fifteen) business days, counting from the date on which they must be carried out by the **PARTIES**, and will be deposited in a specific bank account, indicated by the **FOUNDATION**, among those created exclusively for this **PROJECT**.

CLAUSE FIVE – REPRESENTATION

The **PARTIES**, herein, indicate their respective **REPRESENTATIVES** for the execution of this **AGREEMENT**, who will be responsible for: (a) facilitating the activities necessary for the execution of this **AGREEMENT**; (b) monitoring and monitoring compliance with obligations and deadlines set out in the **WORK PLAN**; and (c) negotiation of any changes, adjustments and corrections to the **WORK PLAN** that prove necessary.

a) Representatives of **PARTNER**:

1 - INTERNATIONAL PROJECT Coordinator

Name: Adriana Araujo Portella

Email: adrianaportella@yahoo.com.br

Telephone: +44 (0)131 451 8250 / +55 53 32845511

Address: Heriot-Watt University. Edinburgh Campus Edinburgh Scotland EH14 4AS. / Postgraduate Program in Architecture and Urbanism at UFPEL (PROGRAU/UFPEL). R. Benjamin Constant, 1359 - Centro, Pelotas - RS, 96010-020, Brazil.

2 - LEGAL Representative:

Name: D. G. Brown

Email: d.g.brown@hw.ac.uk

Telephone: +44 (0)131 451 8250

Address: Heriot-Watt University. Edinburgh Campus Edinburgh Scotland EH14 4AS.

b) LOCAL PROJECT Coordinator:

Name: Eduardo Rocha

Telephone: +55 53 3284-5500

Address: Postgraduate Program in Architecture and Urbanism at UFPEL (PROGRAU/UFPEL) / School of Architecture and Urbanism. R. Benjamin Constant, 1359 - Centro, Pelotas - RS, 96010-020, Brazil.

c) FOUNDATION Representative:

Name: César Dalmolin Bergoli

Email: cesar.bergoli@fundacoesufpel.com.br

Telephone: +55 53 3026-6900

Address: R. Lôbo da Costa, 447 - Centro, Pelotas - RS, 96010-150, Brazil.

5.1. All communications and notifications made between and/or the **Representatives** must be made in writing, to the people and through the addresses, telephone numbers and/or e-mails indicated in the item above, by post, fax and/or e-mail accompanied by the corresponding proof of receipt.

5.2. In the event of a change in the indication and/or address of any of the **Representatives**, such change must be immediately notified to the other **PARTIES, with communications, notifications and summons sent to the Representative** and/or previous address within 5 (five) being considered valid and effective.) days after receipt of the notification, communicating such change.

CLAUSE SIX – REIMBURSEMENT

If the **FUNDER** claims any reimbursement of any of the Financial Resources as a result of a failure to properly implement the **PROJECT** or to otherwise comply with the Main Contract, each **PARTY** in relation to whose performance or non-performance such claim relates shall indemnify the other **PARTY** in respect thereof. Notwithstanding the aforesaid a **PARTY'S** aggregate liability in connection with the subject matter hereof shall not exceed the aggregate of the sums paid to said **PARTY** hereunder.

CLAUSE SEVEN – TERM, RESOLUTION, TERMINATION AND CONTRACTUAL TERMINATION

The term of validity of this agreement will be **18 (eighteen) months**, counting from the date of publication of the respective extract in the Official Gazette of the Union (DOU), and may be extended, from then on, by consensus of the **PARTIES**, except if resolved, terminated or terminated in advance, under the conditions set out in this agreement.

7.1. The **PARTIES** may terminate the agreement early, in the following cases:

- a) for non-compliance with contractual obligations by one or more **PARTIES** - “**Defaulting Party(ies)**” not remedied within 30 (thirty) days from receipt of notification from the other **PARTY(ies)** ;
- b) in the face of changes in existing laws or regulations applicable to the **AGREEMENT** , promulgation of any pertinent law or regulation or change in the interpretation, by any court, tribunal or regulatory authority with competent jurisdiction, of any pertinent law or regulation, which renders illegal or prohibits the fulfillment or observance, by either **PARTY** , of any provision of the **AGREEMENT** that cannot be changed and/or replaced without prejudice to its due execution;
- c) by mutual agreement, by signing the respective termination or consensual termination term;
- d) at the initiative of one or more **PARTIES** , upon prior notice of 60 (sixty) days to the other **PARTY(ies)** , with the withdrawing **PARTY(ies)** losing the right to reimbursement of any resource that has been contributed and executed in the **PROJECT** , as well as indemnifying the other **PARTY(ies)** for any disbursement made to carry out future activities, as well as proven losses and damages that they have or will suffer due to the early termination of the **PROJECT** .

§ 1. In the event of **TERMINATION** by unilateral initiative of the **PARTNER** , the **PARTNER** will be obliged to pay any obligations to reimburse financial resources that have been contributed to the **PROJECT** by the FUNDER .

§ 2. Either **PARTY** may unilaterally **TERMINATE** this instrument immediately, regardless of other applicable legal measures, if falsehood or fraud in the information and documents presented by the other **PARTY** is found at any **time** .

7.2. In the event of early termination of the **AGREEMENT** , for any reason, the **PARTIES** will enter into the respective termination, in which outstanding issues will be resolved.

7.3. The term of validity of this agreement does not affect the term of protection of industrial property applicable to the **TECHNOLOGY** resulting from it, which may be developed as part of the **PROJECT** , whose applicable clauses, in particular Clauses Eight and Nine, will remain in force for the term of validity of the protection afforded by applicable legislation.

7.4. For the purposes of interpreting this **AGREEMENT** , post-contractual obligations are considered to be those that are incompatible with the termination of this **AGREEMENT** , including, but not limited to, obligations relating to intellectual property levied on the **TECHNOLOGY** and the results of the **PROJECT** , as well as the obligations of secrecy and confidentiality, obliging the **PARTIES** to respond and bear, irrevocably and irreversibly, in full and in full, for any losses and damages, direct and indirect, personal, moral or material, including legal costs and legal fees, which may cause to the other **PARTIES** and/or third parties by virtue of this **AGREEMENT** , during the period specifically provided for in each clause or for the entire individual limitation period of each obligation in accordance with Brazilian legislation.

CLAUSE EIGHT - BIODIVERSITY AND ASSOCIATED TRADITIONAL KNOWLEDGE

In the case of bilateral activities that involve access and/or use of biodiversity and/or associated traditional knowledge, the PARTIES agree to observe their respective national legislation.

CLAUSE NINE – INTELLECTUAL/INDUSTRIAL PROPERTY AND USE OF RESULTS

Any information, technologies and materials, including, but not limited to, market, technical and commercial information, product and process technologies, patents, biotechnology, microorganisms, computer programs, procedures and routines, that prior to the beginning of this **AGREEMENT**, were the property of one of the **PARTIES** and that were revealed to the other **PARTY** to support the execution of the research and development work necessary for the implementation of the **PROJECT**, will continue to belong exclusively to the **PARTY** and/or third party holder of them, and the other **PARTIES** may not assign, transfer, dispose of, disclose or use them in any other projects or in any other way without the prior written consent of their owner.

9.1 The **RESULTS** obtained and/or developed within the scope of this **PROJECT**, as well as the documents, reports, tests, analyzes and other data and information, which have been produced in view of the activities carried out in the **WORK PLAN** and which **ARE NOT** subject to appropriation by any type of **INDUSTRIAL PROPERTY RIGHT**, they will be for common use by the **PARTIES**, who may use them, jointly and/or separately, without the need for authorization or notification to the other **PARTY**, except in that which involves issues of **SECRECY AND CONFIDENTIALITY**, under the terms of **Clause Nine**, safeguarding the notification obligation and the need for prior authorization from the other **PARTY**, with the indication of source and joint authorship, in the case of public disclosure of any **RESULT**.

9.2 In the implementation of this **AGREEMENT**, any processes, products or creations that may have industrial application and that may be subject to appropriation by any type of **INDUSTRIAL LAW** derived or developed during the course of the **PROJECT**, including, but not limited to patents, inventions or utility models, improvements, industrial designs, *know-how*, whether or not subject to registration with the National Institute of Industrial Property – INPI or any other equivalent body, national or international) will be shared ownership between the **PARTNER** and **UFPEL** (co-ownership) in equal proportion;

9.3 As **CO-HOLDERS** of all **INDUSTRIAL PROPERTY RIGHTS** applicable to the **TECHNOLOGY** and other **RESULTS** of the **PROJECT**, **PARTNER** and **UFPEL** will cooperate to take, jointly, the necessary measures for their protection, including making records and/or deposits in bodies such as the National Institute of Industrial Property - INPI and similar entities, in Brazil and/or abroad.

9.3.1 Costs related to writing, depositing or registering and monitoring, as well as protection, maintenance, management or other similar applicable measures, relating to invention patent applications and/or other Industrial Property assets, perhaps resulting from the development of the **PROJECT** and its respective **WORK PLAN**, will be the responsibility of **UFPEL** and the **PARTNER**, in equal proportion, with the **PARTY** that makes disbursements for the benefit of the other having the right to receive proportional amounts from the other **PARTY** or deduct such amounts from any *royalties* due.

9.3.2 Expenses related to the extension of intellectual/industrial protection levied on **TECHNOLOGY** and other **RESULTS** of the **PROJECT** to other countries, cannot be supported by the resources contributed to the execution of this **PROJECT** , and the **PARTIES** , if they are interested, must negotiate and sign between themselves, a specific agreement for this purpose.

9.4. The **PARTIES** will define in a specific legal instrument the conditions for the economic exploitation of **INDUSTRIAL PROPERTY RIGHTS** , including in the event of licensing or transfer to interested third parties, as well as direct and exclusive exploitation (or not) by the **PARTNER**.

CLAUSE TEN – SECRECY AND CONFIDENTIALITY

The **PARTIES** undertake not to disclose without authorization and not to misuse information that is revealed, by any means (written, verbal, graphic, digital, etc.) from one **PARTY** (“ **Informing PARTY** ”) to the other **PARTY** (“ **Informed PARTY** ”) by virtue of this **PROJECT** and also data and information about the results achieved, including, but not limited to, *know-how* , information regarding products, inventions, operations, methodologies, systems, data, designs, processes, reports, plans or intentions, designs, industrial secrets, commercialization opportunities, financial or business matters, which are considered, for the purposes of this agreement, as “**Confidential Information**” .

10.1. The **PARTIES** must treat confidentially and maintain the secrecy of any “**Confidential Information**” , not transmitting such information to third parties and using it exclusively to comply with this agreement, legal, accounting, regulatory requirements or court decisions, being obliged to:

- a) maintain the strict confidentiality and secrecy of “**Confidential Information**” , granting access only to its **PERSONNEL** who have a proven need for knowledge to carry out the **PROJECT** and/or execution of this **AGREEMENT** , committing to inform them about the existence and terms of this Clause Ninth;
- b) use the “**Confidential Information**” only to carry out the **PROJECT** and/or execute this **AGREEMENT** , not allowing its use for any other purpose, except in cases where the **Informing Party** expresses its prior, specific and written consent, on paper letterhead and signed by the directors of the **Informing Party** ;
- c) protect and safeguard the confidentiality of “**Confidential Information**” according to updated and sophisticated information security standards;
- d) notify the **Informing Party** , in writing, within 24 (twenty-four) hours after becoming aware, of the discovery of any unauthorized loss, disclosure or use of the “**Confidential Information**” by you, your **PERSONNEL** and/or third parties;
- e) not make or allow copies to be made of the “**Confidential Information**” , unless previously authorized, specifically and in writing, by the **Informing Party** .

10.2. It will not be considered as “**Confidential Information**” that:

- a) are or become generally known to the public without breaching any obligation owed to the **Informing PARTY** ;

- b)** are known to the **INFORMED PARTY** before their disclosure by the **INFORMING PARTY** , without breaching any obligation owed to the **INFORMING PARTY** ;
- c)** are developed independently by the **INFORMED PARTY** , without disrespecting any obligation owed to the **INFORMING PARTY** ; or
- d)** are received through a third party, without breaching any obligation owed to the **INFORMING PARTY** .

§ 1. The mere disclosure of the existence of this agreement, who the contracting parties are, the title and public summary, the general objectives of the respective registered research project are not subject to **Legal Secrecy** and will not be considered as “**Confidential Information**”. in the Academic System of UFPEL - COBALTO, as well as the respective extract published in the Official Gazette of the Union - DOU, information that may be used, among other purposes, for institutional or legal disclosures of the **PARTIES** or any funding body or organization that is financing or supporting, in whole or in part, this **PROJECT** .

§2º. The **PARTIES** are authorized to disclose their names (trade name or company name), as well as the title and public description of the **PROJECT** , to the other **PARTIES** , without the need for prior authorization in each case of use.

10.3. Each of the **PARTIES** will be responsible for complying with the secrecy and confidentiality obligations of the personnel at its service and of any other people or entities that, by virtue of this, are linked to the execution of this **PROJECT** , and have had access to “**Confidential Information**” . In this sense, the **PARTY** must require its employees, agents, subcontractors and any others involved with the execution of this contract to previously sign a **Confidentiality Agreement or Commitment**, containing confidentiality clauses as set out in this agreement and assumed by the **PARTY** .

10.4. Any revelations, communications, notices or advertising to the media in relation to the content expressed in the **PROJECT** or in the **WORK PLAN** must be coordinated and approved in advance and in writing by the **PARTIES**. In the event of interest in the disclosure or publication of information on the aforementioned content by either **PARTY** , the other **PARTY** must be consulted in writing, with a period of 60 (sixty) days for response and action, counting from receipt of the draft communication , notice or advertising. Refusal must be expressly justified. Failure to respond within 60 (sixty) days will be interpreted as consent for disclosure and/or publication.

10.5. The **PARTIES** must ensure that the disclosure, communication, notice or publicity does not harm the **INDUSTRIAL PROPERTY RIGHTS** provided for in this **AGREEMENT** , and that the confidentiality and licensing conditions contained in this instrument are complied with in relation to other “**Confidential Information**” .

10.6. The **Informed PARTY** will notify the **Informing PARTY** within 48 hours if it becomes aware of any real or reasonable suspicion of breach of confidentiality of the **Informing PARTY** 's “**Confidential Information**” .

10.6.1. If required by law or court order to reveal “**Confidential Information**” of the **Informing PARTY** , the **Informed PARTY** must provide the **Informed PARTY** with prior notice of such compulsory disclosure within 48 hours, counting from receipt of the subpoena.

10.6.2. If the **Informed PARTY** reveals any “**Confidential Information**” , violating the confidentiality protections established here, the **Informing PARTY** may immediately terminate this contract and will be entitled to be compensated for the corresponding damages, in accordance with applicable legislation.

10.7. Failure by either **PARTY to comply** with the commitment assumed in this **CLAUSE TEN** will result in the obligation to pay compensation for losses and damages suffered by the **PARTY** affected by the breach of confidentiality, as well as any other remedies that assist the innocent **PARTY** under the terms of this agreement or law, including, without limitation, the requirement of specific performance.

10.8. This **CLAUSE TEN** will remain in force for a period of **24 (twenty-four) months after** the end of the execution of the **PROJECT WORK PLAN** , while the “**Confidential Information**” remains restricted knowledge.

10.9. UFPEL , as a public institution, has the legal duty to publish an Extract of this **AGREEMENT** in the Official Gazette of the Union and/or on its website, such publications not being considered a breach of the legal duty of Secrecy and Confidentiality.

10.10. Access to public authority audit and control bodies is ensured, to Project information for the purposes of monitoring and auditing its results, including information classified by the **PARTIES** as “**Confidential Information**” , whenever requested and as long as the procedures are respected. adopted by the **PARTIES** to access information and to guarantee the maintenance of Confidentiality over them, such as the requirement to sign a Confidentiality Commitment Term, among other applicable measures.

CLAUSE ELEVEN – PROTECTION OF PERSONAL DATA

The **PARTIES** undertake to act in accordance with Law No. 13,709/2018 and the determinations of the respective regulatory and supervisory bodies, being responsible for any losses and damages that they may cause to any of the other **PARTIES** , their employees, suppliers, third parties, among others. , without prejudice to other applicable legal sanctions, as follows:

- a)** the processing of personal data will take place in accordance with the legal bases provided for in the hypotheses of arts. 7th, 11 and/or 14 of law no. 13,709/2019, to which the services will be subject, and for legitimate, specific and informed purposes to the holder;
- b)** the systems that will serve as the basis for storing the personal data collected follow a set of premises, policies, technical specifications, and must be aligned with current legislation and best market practices;
- c)** The data obtained as a result of the purpose of this contract will be stored in a secure database for up to 5 (five) years from the date of approval of the Project accounts, with

a guarantee of recording of transactions carried out in the access application, adequate control based on function and with transparent identification of the profile of those accredited, all established as a form of guarantee, and sharing this data with third parties is prohibited;

- d)** It is up to the **INTERNATIONAL**, and/or, as applicable, **LOCAL Project Coordinator** to inform the members of the **PROJECT team** that their data will be displayed on the **UFPEL website** , due to legal determination by the public authorities, aiming at the transparency of contracts and agreements, including the CPF, proof of title and proof of registration;
- e)** Any responsibilities of the **PARTIES** will be determined as established in this contract and also in accordance with the provisions of Section III, Chapter VI of the LGPD.

11.1. The **PARTIES** must maintain a record of the personal data processing operations they carry out, as a result of this contract, as well as implement technical and organizational measures necessary to protect data against illicit destruction, loss, alteration, communication, dissemination or unauthorized access, in addition to ensuring that the environment used to process personal data is structured in such a way as to meet security requirements, standards of good governance practices and the general principles set out in legislation and other applicable regulatory standards.

11.2. Either **PARTY** shall notify the other(s) of complaints and requests from holders of personal data that it may receive, as well as orders arising from court decisions, public authorities and competent regulators, and any other exposures or threats in relation to data protection compliance.

11.3. Either **PARTY** must notify the other(s) within 24 (twenty-four) hours of: (i) any non-compliance, even if suspected, with the legal provisions relating to the protection of personal data; (ii) any failure to comply with contractual obligations relating to the processing and processing of personal data; and (iii) any security breach within the scope of its activities.

11.4. Each **PARTY** undertakes to assist the other(s) with their respective judicial or administrative obligations, in accordance with data protection law, by providing available relevant information and any other assistance to document and eliminate the cause and risks imposed for any security breaches.

11.5. The **PARTIES** do not authorize the transfer or sharing, free or paid, of any data that originates or is obtained from the processing of personal data established as a result of this contract.

11.6. The **PARTIES** are authorized to share the personal data processed and transferred between them, with other data processing agents or operators, if necessary for the purposes listed in this contract, all in compliance with the principles and guarantees established by Law No. 13,709/2018 .

11.7 . The legal representatives of the **PARTIES** , as holders of their personal data and subscribers to this instrument, register their free, informed and unequivocal statement, agreeing and

authorizing the availability and processing of their personal data between the **PARTIES** .

11.8. In relation to the personal data of third parties, if necessary to fulfill the purpose of this contract, passed on by one of the **PARTIES** to the other, the latter undertakes and declares that they were and will be collected, processed and transferred with the full and specific consent of their respective holders, and in compliance with Law No. 13,709/2018, committing, in the event of a request for rectification, partial or full exclusion or revocation of the consent form, by the respective holders thereof, to immediately inform the other party, so that they can adopt legal measures.

11.9. The **PARTIES are** authorized to process and make decisions regarding personal data provided by partners, shareholders, legal representatives, employees or third parties passed on by any of the **PARTIES** , including full name, date of birth, card number and image identity, number and image of the Individual Taxpayer Registry, marital status, level of education or education, full address, telephone numbers, email addresses, check registration, when applicable, all information and data eventually contained in contracts social and operating license(s) of company(ies) in which the holder appears as partner, shareholder or legal representative, all information and data possibly contained in judicial and extrajudicial certificates issued in his name or in the name of the company in which he appears as partner, shareholder or legal representative and any other documentation and data that may be necessary for the purposes of execution and analysis of this contract, during and after the legal relationship, in compliance with the regular exercise of rights, the respective statute of limitations, the obligation legal and meeting the legitimate interests of the **PARTIES** or third parties.

CLAUSE TWELVE – ENVIRONMENT

The **PARTIES** will be responsible for complying with laws and regulations pertinent to environmental protection, including obtaining and validly maintaining all licenses, authorizations and studies that may be required for the full development of their activities, in accordance with requirements contained in federal, state and that deal or will deal with environmental matters, in accordance with the responsibilities individually assumed here.

12.1. For the purposes of this **AGREEMENT** , the term environment covers public health, urban planning and environmental administration.

12.2. The **PARTIES are responsible** for adopting the appropriate measures and procedures, in order to eliminate any aggression, danger or risk of damage to the environment that may be caused by activities involving the **PROJECT** , object of this agreement, with the guilty **PARTY being** responsible for any sanctions imposed by environmental standards for any damage caused to the environment resulting from the exercise of its activities or accidents of any nature, and must compensate the innocent **PARTY** for any damages that may be incurred as a result of this contract.

12.3. No civil, criminal or administrative liability may be attributed to the other partner by

extension or solidarity, due to work accidents, environmental or consumer damage and unlawful acts that give rise to civil, criminal or administrative liability.

12.4. Responsibility for environmental damage caused or arising during the term of this **AGREEMENT** and any extensions will remain even if its effects are known or occur after the termination of the adjustment.

CLAUSE THIRTEENTH – STAFF

The **PERSONNEL** employed in the execution of the activities inherent to this agreement will remain with the same connection to their original ties.

13.1 . Each of the **PARTIES** shall be responsible for all labor, social security, civil and tax charges, including work accidents of its contracted **PERSONNEL** , civil servant and/or employee, as well as for insurance and possible legal obligations towards students, interns, scholarship holders , subcontractors and/or outsourced parties with whom they maintain a relationship in view of the execution of the purpose of this **PARTNERSHIP AGREEMENT FOR RESEARCH, DEVELOPMENT AND INNOVATION ;**

13.2. Each of the **PARTIES** must be responsible for the acts and/or omissions carried out by its **PERSONNEL** , as well as for the damages that they may cause, through negligence or willful misconduct, to the other **PARTIES** , as a result of the execution of the **PROJECT ;**

13.3. THE **PARTIES** must respect and ensure that their **PERSONNEL** complies with occupational safety standards and other regulations in force in the places where they are working;

13.4. The people who will participate in the execution of the **PROJECT** will be listed in the **WORK PLAN** , with a description of the activities to be developed and their respective workloads.

13.5. If undergraduate students participate in activities linked to the mandatory stage of completion of the course, **UFPEL will be responsible** for contracting accident insurance in favor of the student as determined in Article 50, item VIII, of resolution No. 14 of 28 October 2010 from COCEPE.

13.6. The **PARTIES** will be responsible for contracting **medical and hospital assistance insurance** for their fellows/specialists/researchers, in the event that the object of this agreement is carried out outside their respective national territory.

CLAUSE FOURTEENTH– ACCOUNTABILITY

14.1. A Report must be submitted within three months of the end of the Award by the INTERNATIONAL and LOCAL COORDINATORS to the PARTNER.

14.2. The FOUNDATION must complete and return a Financial Statement within three months of the end date of the Award Period (or such shorter period as may be notified by the FUNDER),

signed by the responsible officer in the FOUNDATION, and stating the British Academy Reference Number (IOCRG\100887). The completed Financial Statement received by PARTNER represents the final statement of expenditure for the AGREEMENT.

CLAUSE FIFTEEN - GENERAL PROVISIONS

If any of the provisions of this **AGREEMENT** is declared invalid, null or voidable, this fact will not affect its other provisions, which will remain in full force and effect, and the **PARTIES must** negotiate, in good faith, a way to replace the declared provisions invalid, null or voidable, by others that, as far as possible, reasonably achieve the purposes and effects of the original provisions.

15.1. The omission, non-exercise or tolerance by either **PARTY** in not demanding strict compliance with the terms or conditions of the **AGREEMENT** will be considered an act of mere liberality and will not constitute novation or waiver of the rights established herein, which may be exercised fully and in full, anytime.

15.2. This **AGREEMENT** and its annexes They can only be changed in writing, upon signature of the respective **Addendum** , formalizing the will of the **PARTIES** , which can only deal with changes to deadlines, values and other operational adjustments that are necessary to achieve the objectives of the **PROJECT** , and changes are prohibited. of its purpose, either by changing the Object of this **AGREEMENT** or the main Objective of the **PROJECT** .

§1º. Changes in value and/or term caused by unpredictable facts or situations, such as changes in market prices and climate changes, among other situations beyond the control of the **PARTIES** , whose impact is up to 20% (twenty percent) over the deadline and/or value initially agreed and that do not exceed the final term of the project and this agreement, and any differences must be justified in the financial report;

§2º. Any changes to the **PERSONNEL** involved in the **PROJECT** that do not represent changes in values, must be implemented by simple posting, by the **Project Coordinator**, to the **WORK PLAN**.

15.3. This agreement celebrated between the **PARTIES**, described in **Clause Two** of this instrument, does not give rise to any type of responsibility and main or accessory obligation to the **Federative Republic of Brazil**, with the commitment and its consequences being the sole responsibility of the **PARTIES**.

CLAUSE SIXTEENTH — CHOICE OF LAW; JURISDICTION AND VENUE

16.1. Any Clause in this Agreement that references, anticipates or is predicated on the application of current, pending or future laws, legislation or regulation of Brazil shall be construed to be limited in its scope to the rights and duties of **UFPEL** and the **FOUNDATION** relative to each other, it being the express intent of the **PARTIES** that the laws of Scotland shall apply to any undertakings of (a) the **PARTNER** with respect to **UFPEL** and/or the **FOUNDATION**, or (b) of **UFPEL** and/or the **FOUNDATION** with respect to the **PARTNER**.

16.2. Any dispute arising from this **AGREEMENT** that is solely between **UFPEL** and the **FOUNDATION** which cannot be resolved amicably may be resolved administratively in the Conciliation and Arbitration Chamber of the Federal Administration – CCA. As between **UFPEL** and the **FOUNDATION**, this **AGREEMENT** will be interpreted and applied in accordance with the Laws of Brazil, and **UFPEL** and the **FOUNDATION** submit to the non-exclusive jurisdiction of the Brazilian Courts to resolve any issues within their remit relating to this **AGREEMENT**.

16.3. Any dispute arising from this **AGREEMENT** between the **PARTNER** on the one hand, and **UFPEL** and/or the **FOUNDATION** on the other hand which cannot be resolved amicably may be resolved administratively by an arbiter to be appointed by agreement between the **PARTIES**, or, failing such agreement within 21 (twenty one) days of any request for such appointment, by the President for the time being of the Law Society of Scotland, to whom any affected **PARTY** may apply. The arbiter’s decision, including the allocation of the costs of arbitration, shall be final and binding upon the **PARTIES**.

16.4. All **PARTIES** agree that any dispute arising under Clause 16.3 that is not amicably resolved as set forth therein shall be interpreted and applied in accordance with the Laws of Scotland and the United Kingdom of Great Britain and Northern Ireland, and hereby submit to the non-exclusive jurisdiction of the Scottish ~~and Brazilian~~ Courts to resolve any issues relating to this **AGREEMENT**.

And, as they are thus fair and contracted, the **PARTIES** sign this **AGREEMENT**, and, in accordance with art. 10, § 1 of Provisional Measure No. 2,200-2/2001 and article 219 of the Civil Code, and, as applicable, its counterpart in Scottish law, the **PARTIES** declare the digital signature of this instrument to be valid and accepted, declaring the authenticity of the authorship of the signatures.

IN THE EVENT OF ANY CONFLICT IN CONSTRUCTION OR INTERPRETATION OF THIS ENGLISH LANGUAGE VERSION OF THE AGREEMENT ANY OTHER VERSION IN A LANGUAGE OTHER THAN ENGLISH, THIS ENGLISH LANGUAGE VERSION OF THE AGREEMENT SHALL PREVAIL.

ISABELA
FERNANDES
ANDRADE:00925
384011

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Derek Brown

Manager, Legal Services
Heriot-Watt University
09 October 2024