COLLABORATION AGREEMENT BETWEEN
SAO PAULO RESEARCH FOUNDATION

AND

SCHOOL OF ADVANCED STUDIES IN THE SOCIAL SCIENCES

The SAO PAULO RESEARCH FOUNDATION, established by Law nº 5.918, of October 18th, 1960, with headquarters at Rua Pio XI, 1500, Alto da Lapa, São Paulo, SP, enrolled in CNPJ/MF under nº 43.828.151/0001-45, herein represented according to Article 11, “a” of Law nº 5.918, combined with its General Rule approved by Decree nº 40.132, of May 23, 1962, represented by its President, Professor Marco Antonio Zago, in the exercise of the powers delegated by the Act of the Governor of the State of São Paulo, published in the Official Gazette of the State of September 29th, 2018, hereinafter referred to as FAPESP, and the Ecole des Hautes Etudes en Sciences Sociales, France, with headquarters at 54 Boulevard Raspail 75006 Paris, represented by its President, Professeur Christophe Prochasson, hereinafter referred to as EHESS.

CONSIDERING FAPESP and EHESS both hereinafter referred to as “Parties”.

CONSIDERING the importance of promoting cooperation in scientific and technological research between EHESS, France and the State of Sao Paulo, Brazil, wishing to strengthen this cooperation on the basis of equality and mutual benefit;

CONSIDERING the need to strengthen the links between the scientific communities of both countries and also to encourage new forms of collaboration between their research centers;

WISHING to promote collaboration initiatives in scientific research and technological development in priority areas of interest to both parties, fostering bilateral cooperation;

Agree as follows:

1. Purpose

Through this Cooperation Agreement, the Parties will implement scientific and technological cooperation between researchers from EHESS, France, and from the State of Sao Paulo, Brazil, through the joint funding of research projects.
2. **Methods of Collaboration**

The Parties will promote such collaboration, observing their international obligations and domestic laws and other existing regulations through mechanisms such as:

a) Implementation of joint research projects on issues of common concern, exchanging knowledge and results;

b) Organization of scientific and technological seminars, specialized workshops, symposia and other scientific meetings of mutual interest, to promote interactions between institutions and research groups relevant to both Parties, with the goal of identifying future areas for cooperation;

c) Activities of scientific exchange that will help prepare the ground for the development of cooperative research projects between teams from the state of São Paulo and from EHESS, including, but not limited to, scientific exchange visits, workshops and bilateral scientific seminars.

(i) In case of scientific exchange, the Parties will appreciate proposals that contribute to prepare the basis for a joint research proposal.

3. **Scientific Areas**

a) The activities mentioned in the second clause could be developed, in principle, in social sciences and humanities.

b) Areas of interest can be specified jointly by the appointed Steering Committee, in the calls for research proposals.

4. **Implementation**

a) The Parties will establish one or more actions according to Clause 2 and in accordance with the scientific relevance and the national legislation in each country of the Parties and their own budget availability.

b) The Parties will appoint two representatives, one from each institution, who will form a **Joint Steering Committee** responsible for the continuation of this Agreement and for drafting the call for joint proposals.
c) For the elaboration of the actions, the Parties may provide, by agreement, the most appropriate procedures including mechanisms such as delegation meetings, workshops, correspondence and other procedures.

d) Each Party will receive and review the proposals according to its own criteria and rules. After the revision of the proposals, the Parties will decide in a meeting, which proposals will be supported.

e) The Parties may establish joint procedures for the submission and review of the proposals in case of mutual interest and decision of the Joint Steering Committee.

5. Funding

a) For each of the research projects that are approved, EHESS will assume the funding of research teams from EHESS, and FAPESP of the research teams from the state of Sao Paulo, Brazil, in all cases according to their national rules and regulations and budget availability.

b) The amount for funding necessary to support Collaborative Research Projects will be defined by the Joint Steering Committee in each Call for Proposals.

6. Intellectual Property

a) The Parties agree that when the actions taken by virtue of this Agreement result in products of commercial value and intellectual property rights, they will be regulated by national legislation and international conventions in force. Participants should also observe the Intellectual Property Policy of the Party responsible for the funding of their team.

b) In the case of joint ownership of Intellectual Property, the relevant parties will in good faith endeavor to establish a joint ownership agreement regarding the allocation and terms of exercising that joint ownership, taking into account the relevant contributions of the Parties.

c)

7. Term

a) This Agreement shall be valid for a period of 5 (five) years from the date of its signing and may be extended by mutual agreement between the Parties in a written amendment to this Agreement.

b) Either Party may terminate this Agreement by a six months’ advance written notice.
c) The termination of this Agreement shall not prejudice the execution of the projects and programs that have been approved or the completion of the projects and programs that have already started. In such cases, the Parties shall keep the budgets from the projects and programs throughout their duration.

8. Communications

Any notice to be served to either of the Parties by the other shall be made in writing and shall be sent to the following addresses:

(a) FAPESP:
Rua Pio XI, 1500 – Alto da Lapa
CEP 05468-901 – São Paulo / SP – Brasil
e-mail: dc@fapesp.br
Att.: Scientific Director

(b) EHESS:
54 Boulevard Raspail 75006 Paris France
e-mail: caroline.chu@ehess.fr
Att.: Head of International affairs

9. Modifications

This Agreement may be amended by mutual consent of the Parties and made official by Addenda.

10. Miscellaneous

a) Each Party covers its own administration costs regarding its contribution to the Call for Proposals, unless otherwise jointly decided.

b) This Agreement is subject to the availability of funds in the budget of the Parties and the applicable laws and regulations of their respective countries.

c) The Parties shall maintain the highest ethical and legal standards in funding research under this Agreement.

11. Dispute Resolution

a) The Parties agree that this Agreement is produced in good faith, so that any dispute or divergent interpretation in relation to its implementation, execution and compliance will be resolved jointly by them and shall be in writing.
b) The lack of settlement will mater in the cancellation of the right of agreement, without liability to the Parties, which nevertheless compromise to conclude the actions in progress upon the receipt of notification sent by the other party.

Once this instrument has been signed the Parties shall conclude the agreement with the effective date indicated herein in two original copies, in Portuguese, French and English, all texts having the same effect, in accordance with their respective national legislation.

FAPESP

[Signature]
Marco Antonio Zago, President

25/Nov/2019

EHES

[Signature]
Christophe Prochasson, President

25/Nov/2019