



**TU Clausthal**  
Clausthal University of Technology



**UDESC**  
UNIVERSIDADE  
DO ESTADO DE  
SANTA CATARINA

**COLLABORATION AGREEMENT  
BETWEEN  
CLAUSTHAL UNIVERSITY OF TECHNOLOGY (TUC), Institute of Subsurface Energy Systems (ITE)  
AND  
FUNDAÇÃO UNIVERSIDADE DO ESTADO DE SANTA CATARINA - UDESC**

With the objective of strengthening their mutual cooperation as well as striving for the promotion of mutual exchanges, **Clausthal University of Technology**, Institute of Subsurface Energy Systems, Agricolastr. 10, D-38678 Clausthal-Zellerfeld, represented by Prof. Dr. Philip Jaeger, and **FUNDAÇÃO UNIVERSIDADE DO ESTADO DE SANTA CATARINA - UDESC**, represented by its president, Professor Dilmar Baretta, having its address at Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil, have concluded the following agreement:

***Article 1: Fields of Cooperation***

Cooperation between the two institutions will be undertaken from the perspective of promoting academic and cultural ties. The cooperation will include educational and research activities in the fields and disciplines offered at the two institutions related to petroleum and geothermal engineering. Other fields of cooperation may be added by written amendment.

***Article 2: Forms of Cooperation***

1. Both institutions agree that their cooperation will include, but not be limited to the following goals:
  - (i) The promotion of exchange of faculty members and/or researchers from both institutions;
  - (ii) Mutual support and/or joint supervision of PhD candidates ;
  - (iii) Promotion of collaborative research and joint publication of research results by members and researchers from both institutions;
  - (iv) Promotion of the exchange of students from both institutions;
  - (v) Promotion of the exchange of reference data, publications, and academic information and literature.
  - (vi) Facilitation of the mutual exchange of administrative and secretarial personnel attached to the academic departments and colleges, research laboratories and centres, libraries, and assorted administrative bodies of each institution.
2. Except for those provisions set forth explicitly in this document, any conditions related to implementing the activities referred to in this Agreement will be negotiated by both

institutions and the concerned parties and agreed to in written in advance of commencing the activities and depending on the availability of funds.

### ***Article 3: Exchange of Faculty Members and Researchers***

1. Both institutions will endeavor to facilitate mutual visits by members and researchers. Visiting members and researchers will comply with the required administrative procedures and the regulations of the host institution.
3. Both institutions will assist visiting faculty members and researchers from the other institution in securing living accommodations, but are not required to provide such accommodations.
4. Both institutions will agree to grant visiting members and researchers from the other institution the use of research space, libraries and other facilities, opportunities to audit lectures free of charge, and to the extent possible other common courtesies generally granted to visiting scholars.

### ***Article 4: Student Exchanges***

1. Both institutions will exchange undergraduate and postgraduate students enrolled in Petroleum Engineering. The number of students to be exchanged shall not exceed 6 students per academic year. One student for one year will be equivalent to two students for one semester. One research student for a period of up to six months will be equivalent to one student for one semester and one research student for a period of six to twelve months will be equivalent to one student for one year. Both institutions will review the program annually for any imbalance in the number of exchange students and will adjust the number of exchange students over the term of the agreement, as necessary, to maintain a reasonable balance in the exchange

The home institution shall nominate students for the exchange program at least six months prior to the beginning of each term.

2. Each institution shall be responsible for the selection of students participating in the exchange, subject to final approval by the host institution. The participating students from both institutions shall pay all fees due to their home institution. They will also be subject to administrative fees at the host institution.
3. Each institution shall help to arrange local accommodation for visiting students; The cost of said local accommodation shall be the responsibility of and borne by the visiting students. Each participating student or his/her institution shall be solely responsible for travel arrangements and the costs thereof. The additional charges, as passport, visas, telephone services, books and any other kind of personal taxes will also be the responsibility of each student.
4. Each institution will require participating students to maintain their own health insurance according to the standards of the host country to provide coverage while participating in a student exchange and all students shall be required to provide



evidence of such insurance to the host institution. The universities will encourage their students to seek for scholarships under the relevant Brazilian-German programs.

5. Students participating in the exchange program shall be subject to and must abide by all the rules and regulations of the host institution. They will also have the rights and privileges enjoyed by other students at the host institution. They will be subject to the same assessment procedures for the course in which they are enrolled as students of the host university.

#### ***Article 5: Confidentiality***

1. Each Party shall during the Agreement Period and thereafter refrain from utilizing or disclosing any Information (as defined in § 5 II) declared as confidential or obviously confidential, as well as business and trade secrets of the other Party that have been disclosed or otherwise become known during the Agreement Period in connection with the Agreement fields of cooperation.
2. For the purposes of this Agreement, the term "Information" shall include, but is not limited to, Background, Know-how, Results, any commercial and technical information, such as formulae, intentions, experiences, findings, ideas, designs, data, drawings and objects the Parties disclosed to each other verbally, in writing or in any other communicative manner, or have already done so.
3. Neither Party will be in breach of any obligation to keep any Information confidential or not to disclose Information to any other Party to the extent that it:
  - a) becomes publicly known without any breach of this Agreement or any other undertaking to maintain this Agreement's confidentiality; or
  - b) is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party; or
  - c) is known to the receiving Party before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party; or
  - d) is independently developed by the receiving Party.
4. The Parties shall ensure that its employees, contractors and students (if any) involved in the Agreement will adhere to and comply with the aforementioned confidentiality obligations.
5. This confidentiality obligation shall supersede all previous confidentiality obligations regarding the Agreement.
6. The confidentiality obligation shall survive the end of the Agreement by a period of three (3) years.

#### ***Article 6: Publications***

1. Each Party can publish its own results. Considering the legal obligations of the Parties,

the Parties shall be entitled to publish the Results in the usual academic manner. The Parties are also entitled to publish all necessary information of the cooperation after termination of the agreement. Publications containing any results of the other Party, should be agreed upon in advance. The other Party may refuse its consent to the publication with good reason only. If the Party does not object to a submitted publication (original text) within four weeks after receipt of valid documentation, consent is deemed to be granted.

2. In case of scientific publications regarding the subject of the Agreement, the Parties shall take into account the other Party's interests and consequently, submit the wording of the intended publication to the other Party in advance, thus giving the other Party the opportunity to comment with the aim of preventing any property rights applications from being jeopardized by anticipating novelty, or operational secrets from being disclosed. If possible, this should not delay any publication. The other Party shall thus not reasonably delay or hinder any publication(s).
3. If and insofar academic examination procedures (Bachelor's procedure, Master's procedure, doctorate's procedure or habitation procedure) are affected by working in the Project, the Parties shall duly take into account the legitimate interests of the examination candidate and the legal obligations of the Parties.

#### ***Article 7: Pre-existing Knowledge/ Background***

1. This Agreement does not affect the ownership of any Background or of any other technology, work, invention, data or any other pre-existing knowledge. The ownership will remain with the Party that contributes it to the cooperation (or its licensors). No rights to any Background or any other technology, work, invention, data or any other pre-existing knowledge are granted or implied by this Agreement except the rights expressly stated herein. All Background is listed in Annex 1 to this Agreement or in Annexes with reference to this Agreement.
2. Before commencing and for the duration of the agreement the Parties will check in good faith for the pre-existing property rights and know-how according to § 1, as far as they are needed for the execution of work or the use of work results, as well as the extent to which the Parties are allowed to use the rights and as to how far the respective Party is limited in the extent of their usage.
3. Each Party grants the other a royalty-free, non-exclusive, non-transferable and non-sub-licensable licence to use its Background for the purpose and the duration of the cooperation, as far as other regulations permit.
4. To the extent that any Background is necessary for the exploitation of the Results and as far as legally and as far as actually possible, the Parties grant each other a non-exclusive licence at economically reasonable conditions to use the Background.
5. The Parties will inform each other to the best of their knowledge and belief about existing rights of third parties. As far as rights of third parties are needed for the implementation of the work or the use of the results, the Parties will join in a separate agreement with said third parties.



#### ***Article 8: Results/Inventions/Property Rights on Inventions***

1. Results shall belong to the Party who generates them.
2. Inventions shall belong to the generating Party. Inventions made jointly by employees of TUC and of UDESC (joint inventions) shall be owned by the Parties jointly. The shares in a joint invention shall depend on the corresponding employee's share in said invention; the Parties shall come to an agreement on this.
3. The Parties shall notify each other promptly after identifying any joint invention, and shall supply the other Party with copies of that invention and share necessary information. The Party receiving the information shall refrain from performing any action that might jeopardize the patentability or have a negative impact on the legal and economic position of the other Party in respect to that Result. The Parties shall agree upon the application, renewal and the costs of property rights of a joint invention. The shares in a joint invention shall depend on the corresponding employee's share in such invention; the Parties shall come to an agreement on this.
4. TUC shall claim rights to its employees' inventions or shared inventions according to the provisions of the German Arbeitnehmererfindungsgesetz (Employee Inventions Act). Accordingly, UDESC shall claim rights to its employees' inventions or shared inventions in accordance with the institution's own regulations as well as applicable laws. If a Party intends to release its claim to inventions or shares as such, it shall promptly notify the other Party. If the other Party is interested in obtaining rights in said inventions or shares in it as such, it shall inform the notifying Party within a period of four weeks upon the date of receipt of the notification. The Parties shall then come to an agreement on their further actions regarding these inventions or shared inventions as such.
5. Property rights of the Parties employees' inventions claimed without restriction shall be applied for in the employees' names. Property rights in joint inventions shall be applied for in both Parties names. Beyond that, the Parties shall coordinate their actions appropriately when applying for property rights. If a Party intends not to apply for property rights for its inventions or shares therein as such, it shall promptly notify the other Party. If the other Party is interested in property rights, it shall communicate this within four weeks upon the date of receipt of the notification. The Parties shall then come to an agreement on their further actions.

#### ***Article 9: Rights of Use***

1. The Parties grant each other a free, non-exclusive and non-transferable right to use the results for the duration and the purpose of the cooperation and beyond this - with the exception of the protectable results - for their own scientific purposes in research and teaching. Further rights of use can be granted on reasonable conditions.
2. Notwithstanding the provisions stated above, the Parties shall be entitled to a free-of-charge and unrestricted use of the Results for academic purposes in teaching and research, including contract research.

#### ***Article 10: Limitation of Liability***

1. Although the Parties will use reasonable endeavors to carry out the cooperation in accordance with § 2 I, Annex 1 and future specified Annexes, the Parties do not undertake that any research will lead to any particular result, nor do they guarantee a successful outcome of the cooperation. The Parties shall be deemed to have met their obligations arising from this Agreement if they strive to achieve the best possible result, taking into account the state-of-the-art technology. A warranty including but not limited to any warranty that the Results of the cooperation are economically usable and that the use of Results will not constitute or result in any infringement of third-party rights shall not be assumed.
2. The liability of the Parties towards each other is limited to intent or gross negligence. Any liability for consequential damage and pecuniary loss shall be excluded. The limitation of liability shall not apply to damage arising out of willful conduct or injury to life, body or health.
3. With regard to information or materials supplied by one Party to the other no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

#### ***Article 11: Terms and Termination***

1. Either Party may only terminate the respective Project or this Agreement with immediate effect by giving notice to the other Party for good cause such as but not limited to:
  - a. Change of the key personnel or resources of the Party; or
  - b. Progress of the cooperation shows that the outcome envisioned will not be achieved.
2. Termination must be submitted in writing by registered letter.
3. The rights and obligations from §§ 5, 6, 7, 8 and 9 will survive the expiry of the cooperation Period or the termination of this Agreement for any reason and will continue indefinitely.
4. If the Agreement is terminated early by a Party, that Party shall bear all expenses (including personnel costs) unavoidably incurred by the other Party for meeting its obligations. In the event of the premature termination of the cooperation for reasons not affiliated with a Party, the other Party will incur the expenses for the liabilities accrued by the first Party in connection with the cooperation.
5. This Agreement constitutes the entire agreement between the Parties relating to its subject matter. No variation, future Annexes or amendment of this Agreement will be effective unless it is laid down in writing and signed by each Party's representative.
6. If any provision of this Agreement is or becomes invalid or unenforceable, the validity



and enforceability of the remaining provisions will thereby not be affected. The Parties of this Agreement are under the obligation to use good faith efforts to substitute, if possible, any invalid or unenforceable provision by a legally effective provision which comes as close as possible to the economic purpose of the invalid or unenforceable provision.

7. This Agreement is governed by, and is to be construed in accordance with, German law. The Parties shall use their best efforts to settle any dispute by private negotiations before any court actions. If the Parties are not able to solve the dispute, the Court of Jurisdiction for the Agreement is Braunschweig, Germany.

#### **Article 12: Agreement Administrators**

Ultimate responsibility for this agreement lies with the President of each institution, but administrative responsibility will be delegated to the following officers at each institution.


- (i) For Clausthal University of Technology: Prof. Dr. Philip Jaeger: Chair of ITE Petroleum Production Systems department;
- (ii) For Santa Catarina State University: Dean of Interinstitutional and International Affairs.

#### **Article 13: Validity of the Agreement**

1. This Agreement will come into force on the date that the governing bodies of both universities give their formal approval and will remain in effect for a period of 5 (five) years after which it may be renewed.
2. Either party may terminate this Agreement by officially notifying the other party of its intent to do so in writing by registered post six (6) months in advance.
3. The provisions of this Agreement may be amended at any time by the mutual consent in writing of both universities.

19.10.  
..... 2020

SIGNED by for and on behalf of  
CLAUSTHAL UNIVERSITY OF TECHNOLOGY



Philip Jaeger  
Chair of ITE Petroleum Production Systems  
department

..... 2020

SIGNED by for and on behalf of  
UNIVERSIDADE DO ESTADO DE SANTA  
CATARINA

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Dilmar Baretta  
Rector

