

Capes/CNPEM CALL FOR PROPOSALS No. 024/2013

BOARD OF PROGRAM AND SCHOLARSHIPS IN THE COUNTRY General Coordination of Strategic Programs CGPE Coordination of Induction and Innovation Programs - CII

The Coordination for the Improvement of Higher Education Personnel – CAPES, a Public Foundation created by Law No. 8.405, 09 January 1992, modified by Law No. 11.502, dated of 11 July 2007, enrolled with CNPJ under No. 00.889.834/0001-08, having its registered offices at Setor Bancário Norte, Quadra 2, Lote 6, Bloco L, Brasília, DF, Zip Code 70.040-020, through its Board of Programs and Scholarships in the Country, in the use of its attributions, Brazilian Center for Research in Energy and Materials – CNPEM, make public this call for proposals of researchers meeting terms of this Call for Proposals until 06/25/2013, in compliance with provisions of the Project of Support to Brazilian Training in Energy and Materials by Means of CNPEM National Laboratories and legislation applicable to the subject matter, as well as guidelines of the science, technology and innovation policy of the Country.

1. GENERAL OBJECTIVE

To encourage and to support the development of scientific and technologic research in the fields of energy and materials, among which are Biotechnology, Bioenergy, Biomass Bioethanol, Green Chemistry, Nanotechnology and Synchrotron Light, by means of granting of CAPES scholarships, encouraging exploration of new research opportunities, in addition to enabling the increase of cooperation opportunities between research groups.

1.1 PARTICULAR OBJECTIVES

To promote a structured action in order to attract qualified researchers, at Post-Doctoral and/or Senior Visitor Researcher (SVR) level, for the development and improvement of the scientific and technologic research through scientific cooperation(s) between research institutions in the development of projects in thematic specified on item 2 to be carried out at CNPEM.

2. THEMATIC AREAS COMPRISED

This Call for Proposals aims at supporting projects in one or more research lines of National Laboratories composing the Brazilian Center for Research in Energy and Materials – CNPEM, currently structured as the Synchrotron Light Laboratory – LNLS, Biosciences National Laboratory – LNBio, Bioethanol Science and Technology Laboratory – CTBE and Nanotechnology National Laboratory – LNNano, listed as following:

1. Structure and properties of matter (magnetism; soft matter; atomic and molecular physics; and nanosciences);
2. Research using synchrotron light, with emphasis in the following areas: catalysis, magnetism, soft matter, images, infrared spectroscopy, atomic and molecular physics;
3. Instrumentation for use and generation of synchrotron light, with emphasis in the following areas: optics, detectors, control and automation, mechanical and civil engineering precision, vacuum technology and cryogenics engineering, electronics, magnets and insertion devices;
4. Physics accelerators;
5. Development of drugs and biopharmaceuticals (biological and medicinal chemistry);
6. Synthetic biology and bioinformatics;
7. Basic research in cancer, neglected diseases and cardiovascular diseases;
8. Biology, biochemistry and metabolism of microorganisms and plants; (Photosynthesis of sugar cane; synthesis and degradation of polysaccharides; molecular structure of carbohydrates and proteins, plant metabolism and microorganisms).
9. Bioenergy, Catalysis and Green Chemistry (Industrial Technology of ethanol of first and second generation from biomass of cane sugar, conversion of chemical energy into mechanical energy, industrial biotechnology: enzymes, biofuels and chemical blocks; gasification and thermoconversion of biomass to energy and chemical blocks; technologies sustainability; and evaluation models of processes involving biomass (biorefinery)).
10. Nanostructured materials produced from biomass and abundant minerals; nanotechnology related to plant materials; supplies for implementation of nanotechnologies; purification, fractionation and toxicology of nano- and microparticulate; scaling-up processes.
11. Scientific instrumentation (infrared spectroscopy, imaging techniques, microtomographics, nano micro-manufacturing of sensors and devices for energy and diagnosis - environmental, human and animal health, agriculture);
12. Innovative processing techniques, union and characterization of structural and functional materials.

Fitting of proposals to research lines above mentioned is mandatory and its is of the proposing researcher's full liability.

3. ELIGIBLE PROPOSERS

Researchers applying for scholarship as eligible as proposers. Proposer shall have education compatible with the scholarship level applied and proven experience in the proposed theme.

4. CHARACTERISTICS AND REQUIREMENTS OF THE PROJECTS TO BE PRESENTED

4.1 APPLICANT TO SCHOLARSHIP

Scholarship applicant shall meet the following requirements:

4.1.1 Post-Doctoral Scholarship:

- a. To have an updated curriculum vitae (*Lattes Platform - CNPq* can be used)
- b. To have a doctoral degree for, a maximum, five (5) years in the date of the scholarship implementation. If the degree was obtained in foreign institution, this shall have recognition and validation, in accordance to legal provisions;
- c. To be dedicated to academic and research activities in accordance to CNPEM rules;
- d. To indicate a supervisor at CNPEM or another Higher Education Institution to monitor the scholar as well as the development of activities carried out by the scholar, in addition to issuing a report at the end of every year on the scholar performance;
- e. To not be a beneficiary of another CAPER scholarship or any other similar entity, in the federal, state or local level.

4.1.2 Senior Visitor Researcher Scholarship:

- a. To have a doctoral degree for, or equivalent, to ten (10) years;
- b. To have been a professor or researcher of recognized competence in one's area and to have relevant scientific production, notably in the last ten (10) years;
- c. To be officially licensed from the moment of the implementation and during the scholarship period and to have an updated curriculum vitae (*Lattes Platform - CNPq* can be used), for periods of 12 to 48 months in CNPEM;
- d. To present, for the period provided for the scholarship, a Work Plan;
- e. To dedicate with priority to the development of the Work Plan;
- f. To not accumulate perception of PVS scholarship with any modality of scholarship of another Capes program or any other national or international agency, except for scholarship of Productivity in Level 1 Research of CNPq;
- g. To demonstrate, at the end of the scholarship period, result of studies or researches carried out in compliance with the approved Work Plan;
- h. To be a scholar of Productivity in Level 1 Research of CNPq or:
 - i. to have equivalent scientific production;
 - ii. to have experience in the training of human resources, expressed by its advisement in concluded master and doctoral degree;
 - iii. to have knowledge and experience related with creation, implementation and consolidation of research and post-graduation in university institutions, involving structuring of research and post-graduation programs lines and groups.

4.2 PROPOSAL

Proposals must be presented in the form of a project, in accordance to Annex I, as following:

- a. Project Title;
- b. Fitting of the Project to Areas and Themes described on item 2 of this Call for Proposals;

- c. To inform the existence of any application of the same object of proposal of this Call for Proposals and/or participation in projects oriented to the same purpose with industries and/or any other development agency, both in the financial resources scope as intellectual property;
- d. Proposer Researcher;
- e. Name, CPF, Degree, Position;
- f. Updated curriculum vitae (*Lattes Platform* can be used);
- g. Professional Address, Telephone, Fax and Electronic Address;
- h. Profile of the Applicant to the Requested Scholarship;
- i. Detail of the Project, describing:
 - i. Introduction and Rationale;
 - ii. Objective;
 - iii. Methodology and strategy to be executed;
 - iv. Research activity expected of each scholar;
 - v. Expected results/ expected impacts;
 - vi. General lines of the schedule to comply.

5. FUNDABLE ITEMS

CAPES shall fund payment of scholarships directly to beneficiary, in accordance to the following table:

MODALITY	DURATION	SCHOLARSHIP AMOUNT
Senior Visitor Researcher – PVS	Up to 48 months	R\$ 8.905,42
Post-Doctorate - PD	Up to 36 months	R\$ 4.100,00

It shall be funded up to ten Senior Visitor Researcher – PVS scholarships and up to 15 Post-Doctorate – PD scholarships.

CNPEM shall fund in addition to the entire infrastructure to the project execution the amounts corresponding to bench, meals, health insurance and travel tickets as following:

Funded Item	Senior Visitor Researcher (Up to 48 months)	Post-Doctorate (Up to 36 months)	Total Amount
Bench Fee	Up to 10 scholarships	Up to 15 scholarships	R\$ 408.000,00
Transportation			R\$ 37.500,00
Meal			R\$ 239.514,00
Health Insurance			R\$ 130.257,60
TOTAL			R\$ 815.271,60

6. TERM OF EXECUTION AND AMOUNT FUNDED OF PROJECTS

Term for projects execution corresponding to the one provided on scholarships modalities comprised in this Call for Proposal and it shall be counted from the Commitment Term execution date.

7. FINANCIAL RESOURCES

Approved proposals shall be funded in the lump-sum estimated in R\$ 7.303.843,20, whereas R\$ 6.488.601,60 from the Coordination for the Improvement of Higher Education Personnel – CAPES, for payment of research scholarships, and R\$ 815.271,60 from the Brazilian Center for Research in Energy and Materials – CNPEM, for costs of travel tickets, bench fees, meal and health insurance, in addition to the infrastructure required for the development of approved projects, which shall be released in installments in accordance with CNPEM availability and interest.

8. SCHEDULE

PHASE	TERMS
Submit of Proposals	Up to 06/25/2013
Stage I – Technical Analysis	Up to 07/12/2013
Stage I – Merit Analysis	Up to 07/31/2013
Reconsideration Requests	Up to 08/15/2013
Stage III – Final Result	Up to 08/30/2013

9. INSTRUCTIONS FOR PROJECT APPLICATION

9.1 CONDITIONS FOR PROJECT APPLICATION

The following are conditions for project application:

- a) compliance with application term provided in this Call for Proposals;
- b) submit of project to Capes, by proposer meeting requirements for application to one of the scholarships;
- c) inclusion of complete documentation, as provided in this Call for Proposals;

9.2 DOCUMENTATION REQUESTED

The following documents are required:

- a) Project elaborated in accordance to the Basic Script provided on item 4.2 (one hard copy and another to cnpem@capes.gov.br);
- b) Document from the Legal Representative of the Proposer's Institution's headquarters stating its agreement with the execution of the Project at CNPEM facilities, highlighting the importance of the proposed project, if applicable.
- c) Registration Form and Statement of Commitment from the Scholarship (ANNEX II) duly completed and signed;

- d) Confidentiality Agreement duly signed;
- e) Copy of diploma or certificate of completion of one's major graduation.

Applicants who do not submit the required documentation and infringe any of the items provided herein will have their proposal disqualified.

10. SUBMIT OF PROPOSALS

10.1 Proposals shall be submitted to CAPES by e-mail on PDF format to (cnpem@capes.gov.br), until 06/25/2013.

Telephone: +55 61 2022-6310

E-mail: cnpem@capes.gov.br and editalcapes@cnpem.br

10.2 Proposals must be presented in compliance with item 4, containing all elements provided therein.

10.3 Project not meeting all requirements provided herein shall be automatically excluded.

11. ANALYSIS, JUDGMENT AND RESULT OF PROPOSALS

The selection of proposals submitted to Capes will be carried out according to the following steps:

- i. analysis by the technical area of Capes;
- ii. analysis by a Scientific Committee specifically established for this purpose;
- iii. approval and legal ratification by Capes' Board of Programs and Scholarships in the Country.

11.1 STATE I - ANALYSIS BY THE TECHNICAL AREA OF CAPES

Those responsible for the technical area of CAPES will analyze the projects according to the requirements listed below:

- Fitting of the project to lines defined on item 2 of this Call for Proposals;
- Eligibility of applications, in according to item 4;
- Meeting of objectives in this document;
- Submit of the proposal as required on items 4.2 and 10 of this Call for Proposals;

11.2 STAGE II – Analysis of Merit

The analysis of the merits will be made by a Technical Scientific Committee, consisting of CNPEM and CAPES indication specifically for this purpose.

The Scientific Technical Committee will present the reasons in writing for all proposals judged (recommended or not), with respective scores, as well as other information deemed relevant.

It is prohibited for any member of the Scientific Technical Committee:

- a) to participate in the judgment of the project in which it has participation. If any member belonging to the same institution or Unit of CNPEM participant in any proposal, shall absent himself/herself from the meeting room during consideration of the project;
- b) to evaluate the proposal submitted by one's spouse, partner or relative, as consanguinity or affinity, straight or collateral line to the third degree;
- c) to evaluate application from proposer who is one's spouse or partner, with who member is in any court or administrative litigation;
- d) to evaluate the technical and scientific merit of the proposal the following judging criteria will be considered, which will have a score of 0 (zero) to ten (10) to identify the best results of all proposals:

ORDER	Analysis and Judgment Criteria	Score
A	Technical-scientific merit of the project	0-10
B	Fitness of the proposed research strategy and activity	0-10
C	Relevance of expected results to research areas or themes mentioned on item 3	0-10
D	Contribution of the Project for its proposed research area and thematic line.	0-10
E	Competence, experience and adequacy of the applicant to the scholarship for the development of the project	0-10
F	Institutional Commitment to CNPEM with continuity and strengthening of the research in the area, after concluded project execution.	0-10

11.3 STAGE III – APPROVAL AND LEGAL RATIFICATION BY CAPES BOARD OF PROGRAMS AND SCHOLARSHIPS IN THE COUNTRY

Decision stage within CAPES scope will be concluded with classification and approval of qualified proposals, submitted to final decision of the Director of Programs and Scholarships in the Country.

12. RESULT

- i. The list of approved proposals will be announced by CAPES on its website and in the Federal Official Gazette - DOU.
- ii. All proposers of this Call for Proposals will be aware of the opinion on one's proposal by means of correspondence, with preservation of the identification of consultants who analyzed the academic merit of the projects.

13. ADMINISTRATIVE APPEAL

If the proposer decides to challenge the result of the judgment, proposer should appeal to CAPES, which will be assessed by the Agency Officers within ten (10) business days from the date of publication of the result in the Federal Official Gazette

14. CONTRACT OF APPROVED PROJECTS AND IMPLEMENTATION OF SCHOLARSHIPS

14.1 For each scholarship granted, the commitments between CAPES, CNPEM and if applicable also to the institution of Higher Education and/or Research if the proposer is bound to some, will be determined by means of the Registration Form and Commitment Statement of the Scholar (ANNEX II) of CAPES.

14.2 To implement the scholarship, the proposer must sign the Registration Form and Commitment Statement and submit to the Capes Board of Programs and Scholarships in the Country.

14.3 In case of withdrawal of the scholar, scholar should promptly provide the CNPEM with notice containing the motivations of the withdrawal and the activity report. In this case, the CNPEM will evaluate the request and the report and judge the need to return the funds granted.

14.4 If of the CNPEM of interest, it will be possible to select another applicant of the reserve record and this will use the scholarship for the remainder period.

14.5 The approved projects and the implementation of the scholarships shall comply with standards provided herein and under the applicable law. The inactivity of the scholarship for more than 90 days shall automatically result in the termination of the Project.

14.6 The existence of any default by the proposer with the Federal Public Administration directly or indirectly, upon execution of the Concession Agreement, shall constitute a impairment for project contract.

15. MONITORING, EVALUATION AND ACCOUNT RENDERING

At the end of each activity year, scholar shall submit CAPES with technical report, validated by its superior from CNPEM, comprising the project progress status;

If in the course of the activities of each year, there are any expenses paid by CNPEM, the scholar must also submit a technical financial report to CNPEM attaching the evidence of expense required for each expense.

In addition to the reports, the scholar must submit the results at a specific scientific meeting organized by CNPEM.

At the end of the second year of the Project contract, it is mandatory a scientific evaluation of the Technical Committee on the depth of its progress. At that time, projects that do not reach the minimum score, according to pre-established criteria, will be interrupted, and it is forbidden in this case to replace the scholar.

The rendering of technical and financial accounts will be a condition for completion and/or renewal of the scholarship. CNPEM shall submit its opinion on the analysis of technical financial reports to Capes.

16. CANCELLATION OF GRANT

The project may be discontinued by decision of CAPES and/or CNPEM in the following circumstances:

- a) whether observed occurrence of fact whose severity justify cancellation without damage to these institutions, or
- b) if the opinion evaluation at the end of the 2nd year is unfavorable.

17. INTELLECTUAL PROPERTY AND RIGHT ASSIGNMENT CONTRACT

The intellectual property rights concerning the results generated under this Call for Proposals will be established in advance between each proposer and CNPEM.

The intellectual property rights existing prior to submission to this Call for Proposals will remain the exclusive property of their respective owners, even if used in the implementation and achievement of the object of this Call for Proposals. The pre-existing intellectual property owner hereby grants the CNPEM with a nonexclusive license to use particularly for the development of activities purpose and object of this Call for Proposals.

18. PUBLICATIONS

Scientific publications and any other means of dissemination of the research supported by this Call for Proposals, in compliance with particular conditions of the Confidentiality Agreement, Annex III, shall compulsorily quote CAPES and CNPEM,

“Funders: CAPES - Coordination for the Improvement of Higher Education Personnel and; CNPEM National Research Center for Energy and Materials”.

19. OPPOSITION TO THIS CALL FOR PROPOSALS

Right to oppose to this Call for Proposals of the proposer shall end if proposer do not oppose until the second business day before the final term provided for proposals submit. In addition, no opposition appeal shall be effective if made by whom have previously accepted without objection and after judgment comes to point out eventual flaws or imperfections.

Oppositions must be addressed to CAPES/General Coordination of Strategic Programs – CGPE.

20. REVOKING OR CANCELLING OF THIS CALL FOR PROPOSALS

At any time, this Call for Proposals may be revoked or canceled in whole or in part, either by unilateral decision of CAPES, whether by reason of public interest or legal requirement, in a grounded decision, which does not imply the right to claim compensation of any nature.

21. SPECIAL PERMITS AND LICENSES

It is the sole responsibility of each proposer to adopt all measures involving special permits and authorizations involving ethical or legal nature required for implementing the Project.

22. GENERAL PROVISIONS

Any change on the implementation of the project should be requested to CAPES, accompanied by appropriate justification, and the same must be authorized before its execution.

Omissions in this Call for Proposals will be decided by the Scientific Technical Committee, appointed by Ordinance of CAPES.

The information generated by the implementation of projects selected and made available in the database of CAPES shall be of public domain;

This Call for Proposals shall be governed by the principles of public law and, in particular, by provisions of Law No. 8.666 of June 21, 1993, the Normative Instruction of the National Treasury Secretariat No. 01/1997 of January 15, 1997, and as applicable, and by the internal rules of CAPES and CNPEM.

Carlos Alberto Aragão de Carvalho Filho
Director

Jorge Almeida Guimarães
President

Annex I – Structured Model of Project

Public selection of proposals for financial support grant to scientific and technological research projects aiming at Research Line:

Call for Proposals	Call for Proposals CAPES/CNPEM No. []/2013
Proposer:	
CPF:	
Degree:	
Position:	
Updated Curriculum at Lattes Platform (link)	Inform its existence, there is no need for hard copy.
Professional Address, Telephone, Fax and Electronic Address	
Profile of the Applicant to the Requested Scholarship	
Title of the Project	
Fitting of the Project to research line described on item 2	
To inform the existence of any application of the same object of proposal of this Call for Proposals and/or participation in projects oriented to the same purpose with industries and/or any other development agency, both in the financial resources scope as intellectual property	
Detail of the Project	<ul style="list-style-type: none"> a) Introduction and Rationale; b) Objective; c) Methodology and strategy to be executed; d) Research activity expected of each scholar; e) Expected results/ expected impacts; f) General lines of the schedule to comply.

Annex II – Non-Disclosure Agreement

By this present private instrument, on one side, BRAZILIAN CENTER FOR RESEARCH IN ENERGY AND MATERIALS, a private legal entity, not-for-profit, enrolled with CNPJ/MF under No. 01.567.817/0001-75, having its registered office at Rua Giuseppe Máximo Scolfaro, n.º 10.000, Guar, Campinas, State of So Paulo, hereinafter simply referred to as CNPEM, herein represented by its Administration Director, Jovan Guimarães Gadioli dos Santos, Brazilian citizen, married, public servant, bearer of Identification Card No. 885.171 SSP/DF, enrolled with CPF/MF under No. 428.167.001-78, and by its Director of the XXXX National Laboratory, citizenship, marital status, profession, bearer of Identification Card No. XX.XXX.XXX, enrolled with CPF/MF under No. XXX.XXX.XXX-XX, and, on the other side,

NAME OF THE RESEARCHER, citizenship, marital status, profession, bearer of Identification Card No. XX.XXX.XXX, enrolled with CPF/MF under No. XXX.XXX.XXX-XX, resident and domiciled at full address,

Hereinafter collectively referred to as “PARTIES” and individually referred to as “PARTY”,

WHEREAS CNPEM has the mission of providing and contributing to the scientific and technological development in the Country in the areas of its competences through its National Laboratories.

WHEREAS CNPEM and CAPES have executed on 12/19/2012 a Cooperation Agreement for the establishment of a program of broad scientific and technological cooperation and exchange for the execution of research and development of activities for the training of human resources by means of the execution of the Program of Scholarships Grant and financial allocation for displacement, for certain periods and destined to the execution of joint research projects and training of new talents related to energy and materials.

WHEREAS each of the PARTIES may provide with “*Confidential Information*” owned by such (DISCLOSING PARTY) to the other PARTY (RECEIVING PARTY) due to negotiations oriented to a possible relationship between CNPEM and XXXX, this information shall be treated and kept in strict secrecy and confidentiality;

Now Therefore, PARTIES agree that this present Non-Disclosure Agreement (“Agreement”), which is mutually granted, accepted and they undertake to comply by themselves and their successors, at any time, shall be governed by the following clauses and conditions:

1. DESCRIPTION OF CONFIDENTIAL INFORMATION

1.1 For purposes of this Non-Disclosure Agreement, it shall be considered “Confidential Information” due to its nature and regardless of express marking, which can be disclosed and/or passed on in verbal, written, visual, electronic and/or any other possible communication mean by one PARTY (DISCLOSING PARTY) to the other PARTY (RECEIVING PARTY), even if produced during the term of this instrument and including, however without limitation to know-how, techniques, designs, specifications, drawings, prints,

diagrams, formulas, models, samples, prototypes, flowcharts, sketches, photographs, plants, technical reports, memorials, procedural manuals, disks, floppies, tapes, contracts, business plans, marketing data, processes, projects, product concepts, specifications, customers, resellers names and/or distributors, prices and costs, definitions and market information, software, algorithms, inventions, other technical, financial and/or commercial notes, reproductions, reprints and translations, clinical studies, manufacturing processes, among others.

2. OBJECTIVE OF THE DISCLOSURE

2.1 The RECEIVING PARTY shall use Confidential Information solely for the purpose provided herein, i.e., to the carry out of studies on possible technical and/or scientific collaboration between PARTIES enabling future developments and projects resulted from these studies, whereas it is expressly forbidden the use of Confidential Information for development of private interests and/or any other purpose foreign to the objective of this Non-Disclosure Agreement.

2.2 Disclosure of Confidential Information by one of the PARTIES shall not be construed as a granting to the RECEIVING PARTY of any type of assignment and/or license, whether explicit, implicit or any other nature, not patent rights and/or patent application of PARTIES, copyright, intellectual property, industrial property, trademark, commercial or any other property related to the Confidential Information.

3. CONDITIONS AND OBLIGATIONS TO PROTECT INFORMATION

3.1 PARTIES undertake to keep under strict secrecy data and information provided and/or obtained as a result of objectives of this present Agreement, who in no way can disclose, reveal or publish, direct or indirectly, and cannot allow another person to do so on its behalf, the “Confidential Information” exchanges between PARTIES.

3.2 PARTIES undertake to inform their collaborators, employees, scholar and/or interns who in any way are involved in the objective(s) of this Non-Disclosure Agreement, about the “Confidential Information” or yet what is the Intellectual Property of the other PARTY and, therefore, shall also be kept under confidentiality regarding misuse by their collaborators.

3.3 PARTIES agree to protect in all manner the confidentiality of the Confidential Information, including against espionage, theft, robbery and/or loss, whereas such information shall be treated by the RECEIVING PARTY with the same degree of care it protects its own Confidential Information.

3.4 If any of the PARTIES comes to learn that any Confidential Information is being used, disseminated and/or published by any of their collaborators and/or third parties related to them breaching this Agreement, such PARTY shall promptly:

(a) provide the other PARTY with notice;

(b) take all administrative and/or legal measures to prevent or restrict continuity of the disclosure and/or misuse and unauthorized use of the information.

(c) adopt all measures required to minimize impact of such breach.

PARTIES recognize that Confidential Information is a valuable asset of the DISCLOSING PARTY. Except provisions otherwise, all Confidential Information shall remain exclusive property of the DISCLOSING PARTY, even if its disclosure and/or supply.

3.6 PARTIES recognize that no provision of this Instrument represents or can be construed as an obligation of either PARTY in disclosing “Confidential Information” to the other, whereas it is a discretionary action of the PARTIES. In the same manner, this instrument does not impose to the DISCLOSING PARTY any duty to compensate and/or make any type of financial compensation to the RECEIVING PARTY due to secrecy and confidentiality obligations herein undertaken.

3.7 Disclosure in the following situations as secrecy obligation exception will be legal:

a) Prior and express consent of the other PARTY regarding release from secrecy and confidentiality obligation, allowing its disclosure to third parties;

b) if information was already of public knowledge prior to negotiations of this Agreement or yet it becomes public due to publication or any other mean without participation of the PARTIES;

c) if information is proven to be obtained from another external legal and legitm source regardless of this present instrument;

d) if there is court order and/or government order to the knowledge and disclosure of information, provided that the other PARTY is promptly notified (24 business hours), when possible, prior to the release of information, with mandatory compliance to the strictly necessary disclosure according to the Court Order and/or Government Notice, as well as request of Secrecy and/or Secret in the handling of this information.

e) event of Act of God or Force Majeure provided on art. 393 of the Brazilian Civil Code.

3.8 Considering the legal nature of ABTLuS, secrecy and confidentiality obligations are not applicable to information necessarily provided in Institutional Reports of Monitoring and/or Audit carried out by the public power inspection bodies, limited solely to data of the mere existence of this Agreement, among which: name of the PARTIES, brief description of the object, term of duration, financial information and quantity of human resources employed in the execution and performance of objective of this Agreement.

3.9 In the event of ground request by the DISCLOSING PARTY or the RECEIVING PARTY, all Confidential Information, in its original and copy/copies, or part of it in the possession of the other PARTY shall be returned and/or destroyed by the RECEIVING PARTY as previously informed in the ground request, whereas such PARTY cannot retain copies, summaries and/or annotation for its own and private use, except for exclusive purposes of comparison and evidence in eventual current and/or future litigation.

3.9.1 The RECEIVING PARTY can only retain one single copy for the exclusive purpose of comparison and/or evidence in eventual existence of future litigation.

3.10 Breach of any secrecy and confidentiality obligation herein shall cumulatively lead to, as applicable:

- a) Termination of this present Agreement, if still in force, within forms provided herein;
- b) Liability for damage and loss, in addition to other penalties eventually applicable to be assessed in court.

4. TERM

4.1 This present Agreement shall be in force for the term of five (05) years from the date of its execution, which can be renewed by means of Amendment Agreement signed by both PARTIES.

5. FINAL PROVISIONS

5.1 This Agreement replaces all discussions and written documents and is considered a complete agreement executed by both PARTIES. No waiver or modification shall undertake PARTIES, unless it is provided in Amendment Agreement signed by both PARTIES legal representatives.

5.2 No tolerance or delay in enforcing compliance with any obligation shall be construed as a waiver and the PARTY can at any time enforce its compliance.

5.3 DISCLOSING PARTY states to be the legal owner, being free and clear to provide the Confidential Information to the other PARTY, whereas there is no right restriction regarding the object and/or formalization of this Agreement.

5.4 PARTIES state that signature below belong to this legal representative duly empowered to sign this present instrument.

5.5 This Agreement does not impose any obligation to either PARTY of having a commercial relation, technical collaboration relation or any other relation.

5.6 If any clause or expression of this Agreement comes to be considered illegal, invalid or unenforceable, such clause or expression shall not affect other clauses of this instrument, which shall remain full valid and in effect as if such clause or expression was not comprised in this Agreement.

5.7 Rights and duties regarding this Agreement cannot be transferred or assigned, in all or part, to third parties, except in event provided herein or by express consent of the PARTIES.

5.8 All notifications or communications referring to this Agreement shall be made in written. Notifications shall be considered valid if delivered in hand, with protocol, or sent by telex, SEDEX with acknowledge receipt, e-mail with receipt confirmation and/or registered letter with acknowledge receipt, to the following address and to the following persons:

To CNPEM: Name of the Officer



Address: Rua Giuseppe Máximo Scolfaro 10.000, Campinas, SP, CEP 13.083-970
Telephone: (19) 3512 XXXX, Fax (19) 3512 XXXX

To XXXXXX: Name of the Officer
Full Telephone
Telephone:(XX) XXXX XXXX, Fax (XX) XXXX XXXX

5.9 PARTIES hereby decide to submit all questions, doubts and disputes arising out herein to the Courts of the County of Campinas, State of São Paulo, excluding any other jurisdiction, notwithstanding how privileged it might be.

In Witness Whereof, PARTIES cause this present instrument to be signed in two (02) copies of equal content and form, stating to be perfectly aware of terms and conditions herein, excluding any statements, representations, guarantees, promises or agreements in contrary and not comprised herein, before two (02) witnesses below signed.

Campinas, XX XXXXXX 2013.

BRAZILIAN CENTER FOR RESEARCH IN ENERGY AND MATERIALS - CNPEM
Jovan Guimarães Gadioli dos Santos XXXXXXXXXXXXXXXXXXXXXXXX
Administration Director XXXXXXXXXXXXXXX

SCHOLAR NAME

WITNESSES:

1) _____

Name:
ID:

2) _____

Name:
ID: