



**COOPERATION AGREEMENT BETWEEN  
THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH -IAI AND  
THE SAO PAULO STATE FOUNDATION - FAPESP**

The **SAO PAULO RESEARCH FOUNDATION**, established by Law n° 5.918, of October 18th, 1960, with headquarters at Rua Pio XI, 1500, Alto da Lapa, São Paulo, SP, enrolled in CNPJ/MF under n° 43.828.151/0001-45, herein represented according to article 11, "a" of Law n° 5.918, combined with its General Rule approved by Decree n° 40.132, of May 23, 1962, by its President, Prof. Dr. Celso Lafer, in the exercise of the powers delegated by Act of the Governor of the State of São Paulo, published in the Official Gazette of the State, of July 30, 2013, hereinafter referred to as **FAPESP**; and the **INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH**, an Intergovernmental Treaty Organization established in 1992 by an International Agreement, whose depository is the General Secretariat of the Organization of the American States, herein represented by its Executive Director, Prof. Dr. Holm Tiessen, hereinafter referred to as **IAI** and both jointly referred to as the "Parties":

**Considering that FAPESP is** one of the important science funding agencies in Latin America with close links to important scientists and institutions in the State of São Paulo and beyond, and **that the IAI** is a hemisphere-wide institution to fund and co-ordinate global change research with a network of scientists and institutions that spans the Americas.

**Recognizing that FAPESP and IAI have:**

- similar mandates in promoting excellence in scientific work;
- similar mandates for developing human and institutional research capacities;
- similar interests in global change research;
- similar goals in assuring that the global change science they promote is relevant to society and that they involve society in the shaping of science; and
- similar interests in linking scientists in Latin America to global endeavors, organizations and conventions;

**And noting that:**

The IAI at its Twenty-Second Conference of the Parties resolved that FAPESP be invited to become an Associate of the IAI, as provided for in Article XI of the Agreement Establishing the IAI, and **that** the Executive Director of IAI be authorized to conclude an Agreement of Association with FAPESP, and that the IAI has extended such an invitation to FAPESP (Attachment A, dated October 7, 2014) which has been accepted (Attachment B, dated October 13, 2014),

**The Parties agree that FAPESP becomes an Associate of the IAI through this Agreement of Collaboration for the following purposes:**

**To provide a framework** within which specific areas for collaboration may be identified and collaborative activities may be undertaken, and

**To establish an ongoing relationship** to enhance scientific networking and global change research in the Americas.

**The Parties further agree to collaborate** within the broadly defined areas of research, capacity building and the science-policy interface on global environmental change and its impacts on human well-being, in ways that are supported by their mandates and that ensure recognition of their respective involvement in joint activities. The following clauses shall apply to the collaboration between the Parties.

**(1) The Parties will engage in this collaboration** within their international obligations and domestic laws and other existing regulations, through mechanisms such as:

- a) promoting and supporting global change research in the region;
- b) developing scientific agendas and research networks for such global change research;
- c) coordinating the financing of such global change research, including complementary funding and or joint calls for proposals;
- d) supporting young scientists in programs and/or research activities associated with IAI and FAPESP, for instance, through scholarships and fellowships;
- e) organizing seminars and workshops on subjects of common interest;
- f) facilitating the exchange of researchers between institutions and countries participating in projects of FAPESP and IAI;
- g) communicating research outcomes to inform decision making;
- h) promoting linkages between the scientists and institutions of the region and global institutions and endeavors; and
- i) other forms of cooperation as agreed upon by the Parties.

**(2) The Parties agree to implement such collaboration**

in accordance with the scientific relevance, the mandates and legislations under which the Parties operate and their own budget availability, and will establish a **Joint Steering Committee** to oversee and assure effective coordination of activities, and to regularly review and evaluate progress in the implementation of the collaboration. Each Party will designate two representatives to this Committee. The Parties may choose appropriate mechanisms such as meetings, workshops, correspondence and others to initiate specific activities.



When activities can best be implemented by calls for proposals, each Party will call for, receive and review such proposals according to its own rules and criteria unless the Parties agree to using common procedures as determined by mutual interest. After the review and revision of the proposals, the Parties will decide jointly which proposals will be supported in collaboration. The Joint Scientific Committee may invite third parties to be included in joint activities.

### **(3) Funding**

Each Party will assume the costs of its participation in activities undertaken under this Agreement and of its administration costs, unless otherwise jointly decided. Activities under this Agreement are subject to the availability of funds in the respective budgets of the Parties.

### **(4) Intellectual Property**

- a) The Parties agree that, as a matter of principle, all data and publications of work sponsored under the Agreement by the Parties' funds and efforts must be freely and openly available with due attribution of authorship and sponsorship.
- b) The Parties agree that, when activities undertaken under this Agreement result in products of commercial value, intellectual property rights will be regulated by national legislation and international conventions in force. Participants must also observe the Intellectual Property Policy of the Party responsible for the funding of their participants in these activities.
- c) In the case of joint ownership of Intellectual Property, the 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 and their science partners.

### **(5) Dispute Settlement**

This Agreement having been produced in good faith, any dispute and/or difference of interpretation arising therefrom in relation to its implementation, execution and compliance will be resolved jointly by the Parties and shall be in writing. If no agreement is reached between the Parties, this document will be terminated in accordance with without liability to the Parties that should agree how to conclude the actions in progress on the date of notification of termination by either party.

### **(6) Ethics and Standards**

The Parties shall maintain the highest scientific, ethical and legal standards in planning and conducting all activities under this Agreement.

### **(7) Miscellaneous Clauses**

Each Party may use the logo, name, trademarks and/or emblems of the other only with prior written permission.

Under all circumstances under this Agreement, the Parties will maintain the individuality and autonomy of their Institutions and will assume individually the consequent responsibilities.

This Agreement does not limit the right of the Parties to enter into like agreements with other institutions.

### **(8) Term**

This Agreement shall be valid for a period of ten (10) years from the date of its signing and may be extended by mutual agreement between the Parties in a written amendment to this Agreement.

Any Party may terminate this Agreement with six (6) months advance notice.

The termination of this Agreement shall not bring harm to the implementation of projects and programs already approved or which had already started, in which case the Parties should maintain their budget for the projects and programs during the term of their validity.

### **(9) Communications**

Communication between the Parties and between Members of the Joint Scientific Committee shall normally be conducted electronically. Communications of special importance may 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.
- (b) IAI:  
Av Italia 6201 - Ed. Los Tilos Oficinas 102/103 - CP 11500 - Montevideo - Uruguay

### **(10) Amendments**

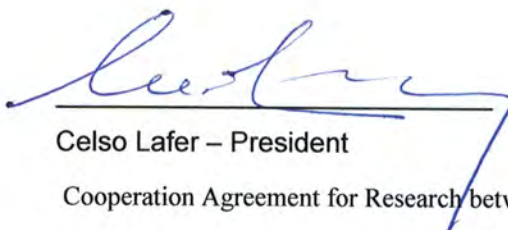
This Agreement may be amended by mutual consent of the Parties and made official by Addenda.

Signed in Sao Paulo, Brazil, in two original copies in English and Portuguese, both texts being equally authentic and with same contents.

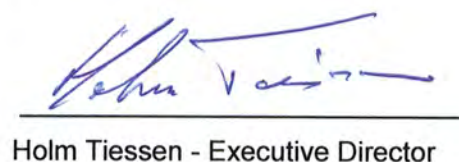
Date:

FAPESP

IAI



Celso Lafer – President  
Cooperation Agreement for Research between FAPESP and IAI



Holm Tiessen - Executive Director





**Attachment A**



**INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH**

**IAIDIR-040/14**  
October 7, 2014

Dear Dr. Brito

The 22<sup>nd</sup> Conference of the Parties of the Inter-American Institute for Global Change Research, IAI, on the 13<sup>th</sup> of August 2014, accepted that the Fundação de Amparo à Pesquisa do Estado de São Paulo, FAPESP, be invited as an Associate Institution to the IAI, and charged the IAI Directorate to take the necessary steps to complete the Association.

The Agreement Establishing the IAI places the responsibility on the Executive Director to "issue invitations of Association approved by the Conference of the Parties, and conclude with each accepting Associate an Agreement of Association".


Accordingly, **I herewith invite FAPESP to become and Associate of the IAI.**

This implies that FAPESP

- may participate as an observer in the meetings of the Conference of the Parties.
- shall be entitled collectively (with the other Associates) to nominate one member of the Scientific Advisory Committee, on the basis of a procedure to be agreed among them, and
- shall conclude with the Institute, through the Director, an Agreement of Association which shall specify the areas of the Scientific Agenda that will be supported by the Associate, and the modalities of such support.

Once you accept this invitation, we can develop an agreement of association and cooperation that specifies the mutual interests and planned activities of IAI and FAPESP.

Looking forward to your reply,  
sincerely

  
Holm Tiessen



**Attachment B**



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*Fundação de Amparo à Pesquisa do Estado de São Paulo*

DIR/DC-0162-2014  
CHBC/imos

Carlos Henrique de Brito Cruz  
Rua Pio XI, 1500 – Alto da Lapa  
São Paulo, Brasil – 05468-901  
Fone: 55 11 3838-4010  
e-mail: [dc@fapesp.br](mailto:dc@fapesp.br)

São Paulo, October 13<sup>th</sup> 2014

Dr. Holm Tiessen  
Executive Director  
Inter-American Institute for Global Change Research - IAI

Dear Holm,

We accept the invitation to become an Associate Institution of the IAI.

We look forward to discussing the terms of the Agreement of Association, which shall specify the areas of the Scientific Agenda that will be supported by the Associate, and the modalities of such support.

Sincerely



Carlos Henrique de Brito Cruz  
Scientific Director