

PROCESS No. 23292.019741/2023-26

Memorandum of Understanding (MoU) No. 30/2023/AREXI-GAB

MoU BETWEEN THE FEDERAL INSTITUTE OF EDUCATION,
SCIENCE AND TECHNOLOGY OF SANTA CATARINA (IFSC)

hereinafter referred to as "IFSC"

AND

FRAUNHOFER GESELLSCHAFT ZUR FÖRDERUNG DER
ANGEWANDTEN FORSCHUNG e.V.,

hereinafter referred to as "Fraunhofer"

as legal entity for its

FRAUNHOFER INSTITUTE FOR LASER TECHNOLOGY (ILT),

hereinafter referred to as "Fraunhofer ILT"

independently and jointly referred to as the **Party/ies** -

THE FEDERAL INSTITUTE OF EDUCATION, SCIENCE AND TECHNOLOGY OF SANTA CATARINA (IFSC), located at 14 de Julho Street, nº 150, Coqueiros, Florianópolis/SC, CEP: 88075-010, registered with CNPJ under nº 11.402.887/0001-60, hereinafter referred to as IFSC and, in this act, represented by its Dean, Professor Maurício Gariba Júnior, federal civil servant, RG 986.743, CPF 464.505.729-49, appointed by the Presidential Decree of August 9, 2021, published in the Diário Oficial da União on August 10, 2021 – Edition 150, Section 2, and, on the other hand, Fraunhofer Gesellschaft zur Förderungen der angewandten Forschung e.V., Hansastraße 27c, 80686 Munich, Germany, hereinafter referred to as "Fraunhofer", as legal entity for its Fraunhofer Institute for Laser Technology ILT, Steinbachstraße 15, 52074 Aachen, Germany hereinafter referred to as »Fraunhofer ILT«, represented by the deputy director, professor Peter Loosen, resolve, based on art. 116 of Law 8.666 / 93, to enter into this MoU, by means of the following clauses and conditions:

FIRST CLAUSE – OBJECT

- 1.1. The object of this MoU is to establish and regulate a cooperation and exchange program for Brazilian students.
- 1.2 The implementation of the objectives of this MoU will observe what is contained in the attached Work Plan (**Attachment**).
- 1.3 The students selected to participate in the exchange programs will be employed at Fraunhofer ILT as student assistants. Other expenses (trip, housing, food, etc.) will not be covered by Fraunhofer.

SECOND CLAUSE – EXECUTION

- 2.1. The purposes of this MoU will be fulfilled as provided for in the Work Plan.
- 2.2. Any change in the terms of this MoU, as well as in its Work Plan, will only take effect when instrumentalized in a written Addendum.
 - 2.2.1. Changes to the Work Plan must be previously approved by the competent authorities.
- 2.3. All obligations and specificities contained in this MoU must be observed and followed in accordance with the Work Plan.

THIRD CLAUSE – FINANCIAL RESOURCES

- 3.1 The implementation of this MoU will not depend on the release of financial resources between the Parties involved.

FOURTH CLAUSE – OBLIGATIONS

- 4.1. The obligations of Fraunhofer ILT are:
 - a) by common agreement with **IFSC**, to carry out the necessary actions to collaborate, within their availability, in obtaining the financial and material resources for the development of the actions referred to in this MoU;
 - b) to provide data and technical information necessary for the development of the projects contained in the Work Plan;
 - c) to respond exclusively for salary, social security and labor rights related to its employees who may eventually participate in the activities provided for in the Work Plan.
- 4.2. **IFSC** obligations are:
 - a) to make available students, in accordance with the current institutional regulations, for the implementation of the Work Plan of this MoU.

FIFTH CLAUSE – ADMINISTRATION

5.1. The Administrative Coordination of this MoU is constituted as follows:

- a) By Fraunhofer ILT: Dr. Thomas Schopphoven, Department Head of Department Laser Material Deposition, and,
- b) By IFSC: Denize Nobre Oliveira, Advisor for Strategic and International Affairs.

5.2. The Administrative Coordination will be responsible for resolving and forwarding administrative and financial issues that may arise during the term of this MoU, as well as supervising and managing, inclusive financially, the implementation of the works.

5.3. Any and all communication, instruction, complaint, understanding between the parties will always be covered in written form, at the appropriate time.

5.4. In case of the need to replace any member of the Coordinating Committee, this change will be appointed by his respective part, communicating, formally, the other participant.

SIXTH CLAUSE - DECLARATIONS

6.1. This MoU does not generate any right on either side, other than the implementation of the adjustment now agreed.

6.2. It is the responsibility of each Party to ensure that all persons designated to work on the projects and activities provided for in this MoU are aware of and explicitly accept all the conditions set out in those instruments.

SEVENTH CLAUSE – TERM

7.1. This MoU will be effective for a period of **05 (five)** years, counting from the date of its signature, and may be extended through the execution of an Addendum of Extension.

7.2. If the Parties understand that a new MoU should be signed after the conclusion of this MoU, such MoU must occur after justification and proof of the regular discharge of the obligations assumed in the previous adjustments.

EIGHTH CLAUSE – TERMINATION

8.1. In the event of non-compliance or nonconformity with any of the clauses of this MoU, the aggrieved Party may terminate this adjustment, regardless of previous judicial or extrajudicial interpellation, being the non-compliant party responsible for the resulting losses and damages, except in the event of unforeseeable circumstances or force majeure, properly characterized and proven.


8.2. This MoU may also be terminated at any time in the following cases: by the extinction or dissolution of any of the participants, by default on any of the agreed clauses or by common agreement. In any case, termination must be given by written notification to the other Party, at least 60 (sixty) days in advance, safeguarding ongoing projects or subprojects and respecting the obligations assumed with third parties and paying off the financial commitments between the Parties.

8.3. In the event of the occurrence of a terminating event referred to in this clause, the MoU Termination Term will be drawn up, in which eventual pending matters and the respective form of solution will be listed.

NINTH CLAUSE – JURISDICTION

9.1. This MoU will be governed by German law. The place of jurisdiction is Munich, Germany.

Munich, ___th of _____ of 2023.


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von Peter Loosen
Datum: 2023.09.01
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Maurício Gariba Júnior
Dean of IFSC

Prof. Peter Loosen
Deputy Director- Fraunhofer ILT

Witnesses:



Digitally signed by ERWIN WERNER
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DN: CN=ERWIN WERNER TEICHMANN:74409506900,
OU=IFSC - Instituto Federal de Santa Catarina, O=
ICP=Edu, C=BR
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Erwin Werner Teichmann


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Claudia Manderfeld
Fraunhofer Gesellschaft zur Förderung der
angewandten Forschung e.V.


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Dr.Christina Treeger
Fraunhofer Gesellschaft zur Förderung der
angewandten Forschung e.V.

Attachment: Work Plan

WORK PLAN

PROCESS Nº 23292.019741/2023-26

MoU BETWEEN THE FEDERAL INSTITUTE OF EDUCATION, SCIENCE AND TECHNOLOGY OF SANTA CATARINA (IFSC) AND FRAUNHOFER ILT

IDENTIFICATION OF THE OBJECT TO BE EXECUTED:

The object of the present MoU is to establish and regulate an exchange and cooperation program for students.

JUSTIFICATION:

The interest of both institutions is focused on promoting internationalization actions which may contribute for the academic, social and collective development. Through the promotion students from the partner institutions will have the opportunity to enhance their professional and academic curriculums, be more skilled and engaged in the transformation and improvement of the environments they are inserted in. Yet it is remarkable that the present project has compatible features with IFSC and Fraunhofer ILT politics, guidelines and goals, as well as contributing and complying with their respective communities' needs.

AIMS:

To promote cultural, scientific and technologic exchange between both institutions, aiming to narrow the academic relations between Brazil and Germany, namely promoting cooperation in specific areas of mutual interest through promoting student mobility programs.

GOALS TO BE REACHED:

For each Brazilian student selected for the interchange program a specific work plan will be elaborated by Fraunhofer ILT.

FINANCIAL RESOURCES APPLICATION PLAN:

The students selected to participate in the exchange programs will be employed at Fraunhofer ILT as student assistants. Other expenses (trip, housing, food, etc.) will not be covered by Fraunhofer.

Aachen, ___ th of _____ of 2023.

Maurício Gariba Júnior
Dean of IFSC

Prof. Peter Loosen
Deputy Director- Fraunhofer ILT

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