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CONVÊNIOS NACONVIN - INOVAÇÃO

Rua Sena Madureira 1500 3º andar - Bairro Vila Clementino - São Paulo - SP CEP 04021-001 - <http://www.unifesp.br>

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Processo nº 23089.034368/2022-68

PARTNERSHIP AGREEMENT ENTERED INTO BY AND BETWEEN THE FEDERAL UNIVERSITY OF SÃO PAULO - UNIFESP, THE EQUINOR BRASIL ENERGIA LTDA AND THE FUNDAÇÃO DE APOIO À UNIVERSIDADE FEDERAL DE SÃO PAULO WITH THE PURPOSE OF PERFORMING SCIENTIFIC AND TECHNOLOGICAL RESEARCH.

The **EQUINOR BRASIL ENERGIA LTDA**, organized pursuant to Brazilian laws, enrolled with the CNPJ/MF (National Corporate Taxpayers' Register) under No. 04.580.657/0001-26, with its principal place of business at Rua do Russel, 804 – Glória, City and State of Rio de Janeiro, Brazil, herein represented by its SCM Consultant, Mrs. Maria Angélica Antunes Coutinho, hereinafter referred to as **EQUINOR** and, on the other hand, the **UNIVERSIDADE FEDERAL DE SÃO PAULO - UNIFESP**, federal level of higher education, created by Law 8.957, of 12/15/94, enrolled with CNPJ/MF under No. 60.453.032/0001-74, with its principal place of business at Rua Sena Madureira 1500, Vila Clementino, São Paulo Capital, Brazil, CEP 04021-001, represented herein by its Honorable Rector, Profa. Mrs. Raiane Patrícia Severino Assumpção, hereinafter referred to as **UNIFESP**, with the **FUNDAÇÃO DE APOIO À UNIVERSIDADE FEDERAL DE SÃO PAULO**, enrolled with CNPJ/MF under No. 07.437.996/0001-46, with its principal place of business at Rua Dr. Diogo de Faria, 1087 - 8th Floor - cj 801 - Vila Clementino, São Paulo, CEP 04037-003, having as its legal representative Profa. Mrs. Maria José da Silva Fernandes, pursuant to its articles of association, hereinafter referred to as **FapUNIFESP**.

This Agreement shall include the following documents:

1. General conditions for purchase of services;
2. Appendix A: Scope of Work;
3. Appendix B: Compensation;
4. Appendix C: Payment and Invoicing Procedures;
5. Appendix D: Administration Requirements;
6. Appendix E: Human Rights Declaration;
7. Appendix F: Ethics Code of Conduct;
8. Appendix G: Alcohol & Drugs Policy;
9. Appendix H - Specific Compliance Requirements

In the event of any conflict between the provisions of this Agreement and the above mentioned documents, this Agreement and commercial proposal (Appendix A) shall prevail. In case of any conflict between the provision of the above mentioned documents, the documents shall be given priority as listed.

WHEREAS FapUNIFESP shall be the administrator of the funds that **EQUINOR**, shall transfer to the scientific research project, pursuant to CONSU Resolution No. 126 of June 8, 2016, and that the purpose control of the of the subject matter shall be carried out pursuant to article 12 of Executive Order No. 7,423 of December 31, 2010.

The parties resolve to enter into this Agreement upon the following clauses and conditions:

#### CLAUSE ONE – PURPOSE

The purpose of this Agreement is to join efforts between UNIFESP and **EQUINOR**, to develop scientific and technological research activities in the area of offshore wind generation to assess the impact on the stability of the power supply to the national electricity system due to the integration of offshore wind farms at different points of the Brazilian coast, according to the project and work plan prepared between the parties.

**Paragraph one.** Form of execution

In order to implement the purpose described above, the parties shall contribute to the scientific-technological development of the research, in accordance with the scope of the specific instruments and their respective responsibilities, to facilitate the mutual contribution in the planning, development and performance of the aforementioned research, and to update the schedule of activities referring to the steps to be performed, for the perfect fulfillment of the purpose of this agreement. The institutions have as main researchers and people in charge, on the part of UNIFESP, Prof. Fernando Ramos Martins, adjunct faculty member at the Department of Marine Sciences, and on behalf of **EQUINOR**, Flávio Souza, D&W Engineer.

## CLAUSE TWO - OBLIGATIONS OF THE PARTICIPANTS

### UNIFESP's obligations are:

1. To carry out the research activities and other activities established in the work plan (Annex A) and fully comply with this Agreement;
2. To make feasible and make available periodically, and as necessary to comply with the work plan, human resources from the faculty with expertise in the areas of physics, remote sensing of the atmosphere, engineering and meteorology applied to energy to develop only the activities described and listed in the project contained in the plan work prepared between the parties;
3. Not to disclose the information obtained in the development and preparation of the project in question without the prior authorization of **EQUINOR** and observing the confidentiality obligations established herein;
4. To make available the equipment and laboratories described in the work plan for the development of the project set forth herein;
5. To make the integration of physical and human resources feasible, applicable to the execution of the program and the feasibility of the purposes proposed herein, with the possibility of participation of members of the student party in the project;
6. To notify any and all irregularities that may have occurred during the development of the project;
7. To guarantee to the Coordinators in Charge and/or to the people appointed by him/her free access to information, equipment, files, places that relate to the provision and that are required for the monitoring and issuance of reports related to the project, research or any other subject matter agreed upon.

### FapUNIFESP's obligations are:

1. To carry out the administration of the funds deriving from this Agreement;
2. To make the payment of the research incentive grant, per diems and tickets, as well as the purchase of consumables and services from third parties, as previously agreed with and approved by **EQUINOR**;
3. To carry out the transfer of contributed funds regarding the cost maintenance portion, in order to guarantee reimbursement to **UNIFESP**, described in the fund application plan (Annex C);
4. To perform and deliver final rendering of accounts to **EQUINOR** and **UNIFESP**, in compliance with the provisions of Articles 11 and 12 of Decree No. 7,423/2010;
5. To maintain a specific bank account to receive and handle the funds allocated to the execution of this agreement.

### EQUINOR's obligations are:

1. To appoint a member of its technical staff to monitor the development of the project's technical-scientific activities set forth in this Agreement;
2. To bear the expenses of the project for the payment of the research incentive grant, as well as the expenses of daily rates and tickets, acquisition of consumables and third-party services, as previously approved by **EQUINOR**, at no additional cost to **UNIFESP**, as agreed and previously approved between the parties and described in the disbursement schedule;
3. To transfer the funds in the total amount of one million sixty thousand one hundred and seventy-two reais and seventy-nine cents (BRL 1,060,172.79), which shall be deposited to **FapUNIFESP**, according to the disbursement schedule for payment of **FapUNIFESP**'s operating costs, the institution's consideration, research incentive grant, as well as airfare, meals, daily rates, consumables and third-party services.

## CLAUSE THREE - FUNDS

1. The funds for the payment of the research incentive grant, tickets, daily rates, consumables, third-party service, **FapUNIFESP**'s administrative costs and the reimbursement to **UNIFESP** shall be passed on by **EQUINOR** to **FapUNIFESP**, according to the disbursement schedule (Appendix B), as agreed between the parts.
2. As part of **FapUNIFESP**'s operational cost, R\$ 105.084,79 (one hundred five thousands, eighty four reais, seventy nine cents) shall be paid, according to the cost spreadsheet presented by **FapUNIFESP**.

## CLAUSE FOUR - INTELLECTUAL PROPERTY.

With the exception of documents and technologies already developed by the parties, innovations and improvements that may arise within the scope of the project and within the scope of this agreement shall be shared among the participants, being certain that Equinor is granted the right to use the results according to this Agreement.

The Intellectual Property rights, other rights and compensation resulting therefrom, on all material and research studies that may be invented, created, developed or even generated or acquired in connection with the relationship and activities developed from this research project shall be established based on the contribution of each partner, requiring a specific agreement that shall explain the proportion of each institution.

Each party undertakes to communicate to the other, formally and immediately, any and all creation, modification or improvement that generates innovation, liable to obtain intellectual property rights and maintain the confidentiality necessary for the protection of such results.

Without incurring any cost and without it being necessary to obtain the prior consent of the other party, Equinor and/or its Affiliates may (i) authorize the use of the results by individuals or entities that provide services to it and/or provide it with any type of product, as well as (ii) use the results within the scope of licenses or projects and future licenses or projects in which Equinor has or shall have participation or technical, commercial or strategic partnerships, being able to share such results with its partners or potential partners.

A Party may only sell or assign to third parties, in whole or in part, its percentage of ownership of the intellectual property on the results after prior notice in writing to the other party, the latter being assured the right of first refusal in the acquisition of the part to be sold or assigned.

Intellectual Property rights, other rights and remedies resulting therefrom, on all research materials and studies that may be invented, created, developed or generated or acquired in connection with the relationship and activities developed from this research project, will be shared equally between Unifesp (50%) and Equinor (50%), unless otherwise agreed in writing between the parties.

After the conclusion of the Agreement, Equinor and/or its Affiliates may also develop or improve the results, such as evolution, improvements and new features, hereinafter referred to as "Improvements", without the need for any prior authorization from UNIFESP or FapUNIFESP. In the event of any Improvements being provided, Equinor and/or Affiliates shall be the exclusive holder(s) of all Intellectual Property Rights thereof.

A Party may only sell or assign to third parties, in whole or in part, its percentage of ownership of the intellectual property on the results after prior notice in writing to the other party, the latter being assured the right of first refusal in the acquisition of the part to be sold or ceded.

For the purposes of this clause, Affiliate means any corporation, limited liability company, limited partnership, joint ventures or other legal entity that:

- (a) with respect to each party, directly or indirectly, controls, is controlled by or is under common control with that party; and
- (b) operates in the hydrocarbon operation segment, including its exploration, extraction and distribution, of new and renewable forms of energy, or in the collection, transportation and storage of CO<sub>2</sub>, in which Equinor, or one of its Affiliates, as provided in item (a) or (b), acts as operator, cooperator or technical assistant operator.

For the purposes of this clause, "control" occurs when one owns or controls over fifty percent (50%) of the organization's capital stock or holds decision-making power in the organization.

#### **FIFTH CLAUSE - EFFECTIVENESS**

This agreement shall be effective for 24 (twenty-four) months, from the date of its execution, and may be renewed with the consent from all parties.

#### **CLAUSE SIX – GENERAL AND FINAL PROVISIONS**

The tolerance by either party to the breach of any clauses or conditions hereof shall be understood as mere liberality, never producing novation, modification, waiver or loss of the right to demand compliance with the respective obligations, pursuant to this Agreement.

This provision shall not change with regard to its purpose and, with regard to the other items, it can only be changed by agreement among the parties, duly formalized by means of an amendment.

All notices, complaints and other communications must be submitted by email to the Representative of the respective Party, as identified in the Agreement.

#### **CLAUSE SEVEN – AUDIT**

Equinor shall have the right to audit all routines and systems associated with the Project and the use of such routines and systems. The right to audit is limited to a period of 5 (five) years, counting from the closing date of each Project. In the case of financial settlements, the right to audit shall be restricted to the Project parts in which the payment is reimbursable.

The University shall, during any audits, provide reasonable assistance.

If the audit reveals an error, the error must be corrected without undue delay, regardless of any prior payments and approvals.

#### **CLAUSE EIGHT – Confidentiality**

All information exchanged or otherwise transmitted between the parties shall be treated as confidential by the receiving party ("Confidential Information") and shall not be disclosed by the receiving Party to any third parties without the written consent of the disclosing Party or used for any purpose in addition to performing its obligations or exercising its rights under the Agreement, unless such Confidential Information:

- a) Is already known to the receiving party upon receipt of the information;
- b) Is in the public domain or become public domain without any fault on the part of the receiving party;
- c) Is legitimately received by the receiving party from a third party, without any obligation of confidentiality;
- d) Has its disclosure required by any government or other public authority. The same applies to any disclosure to be made by a third party, to the extent required by applicable law.

In the event that any court, administrative body or other body requires, by law, the disclosure of Confidential Information from the disclosing party, the receiving party shall disclose only that portion of the Confidential Information legally required, and shall use its best efforts to obtain reasonable assurances that the Confidential Information shall receive confidential treatment.

However, each Party may use or disclose Confidential Information to a Third Party, insofar as it is necessary to:

- a) The execution of this project;
- b) Control of this project; and
- c) By **EQUINOR** for its commercial and economic activities, including, but not limited to, current and potential commercial, technical or strategic partners and contracted companies.

In cases a and b above, the Parties shall require the third party to sign a written confidentiality agreement, with obligations similar to those provided for in this Clause.

Equinor may disclose Confidential Information to its Affiliates and their employees, officers, service providers, as well as current and potential business, technical or strategic partners and contracted companies.

Each party shall ensure that Confidential Information received by it from the other party is handled securely, under conditions at least as stringent as those used in handling its own Confidential Information. Information stored electronically must be inaccessible to unauthorized personnel. All such Confidential Information and all material legally owned by Equinor must be kept separate from UNIFESP's computer files and records to which employees have unrestricted access.

In particular, information regarding the possible existence of regional complementarity of the wind regime, in addition to new wind data that are not public, must be treated as confidential by UNIFESP.

The obligation to preserve confidentiality shall remain valid after the end of the Project and shall survive for a period of 10 (ten) years.

#### **CLAUSE NINE - TERMINATION**

Either Party may terminate this Agreement upon written notice upon the occurrence of any of the following events:

- I) the other Party enters into bankruptcy or liquidation or any other agreement for the benefit of its creditors; or
- II) the other Party is in material breach of any of its obligations contained herein and such breach is not subject to remedy; or
- III) the other Party is in material breach of any of its obligations hereunder and such breach is subject to redress, but the other Party remains in breach within twenty-eight calendar days after receipt of written notice specifying the breach and the action reasonably necessary to remedy the same.

#### **CLAUSE TEN - DENOUNCEMENT**

This Partnership Agreement may be terminated without reason at any time, upon denouncement by either party, notifying the other party in writing 30 (thirty) days in advance.

Any of the parties may terminate this Agreement if one of the other PARTIES fails to comply with any obligation stipulated in this instrument within a period of 30 (thirty) days from the receipt of notice sent specifically for this purpose.

None of the parties will be responsible for non-compliance with any clauses of this Agreement due to force majeure or unforeseeable circumstances, including acts of authority that prevent the continuation or full execution of the contractual object.

In the event of termination or termination, the parties will jointly decide on the allocation of ongoing activities in an amendment.

#### **CLAUSE ELEVEN – GOVERNING LAW AND RESOLUTION OF DISPUTES**

- I) This Agreement shall be governed by and construed pursuant to the laws of Brazil.
- II) The signatories of this agreement shall make all possible efforts to consensually resolve any disputes that may arise in the execution or interpretation hereof. Should there be no agreed solution, disputes that arise in connection with or as a result of this Agreement shall be resolved in court, unless the parties agree otherwise. The parties hereby stipulate the jurisdiction and venue of São Paulo/Capital to settle any matter related to the Agreement and subject matter thereof.
- III) This Agreement was written in Portuguese and English. The parties hereby agree, without reservations, that, for all legal purposes, the clauses written in the Portuguese language shall always prevail, especially in cases of conflict between the versions.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, sign this instrument, in 2 (two) copies of equal content.

**UNIVERSIDADE FEDERAL DE SÃO PAULO - UNIFESP****Profa. Raiane Patrícia Severino Assumpção****Rector****EQUINOR BRASIL ENERGIA LTDA****Sra. Maria Angélica Antunes Coutinho****SCM Consultant****FUNDAÇÃO DE APOIO UNIVERSIDADE FEDERAL DE SÃO PAULO - FapUNIFESP****Prof. Dra. Maria José da Silva Fernandes****Officer**

Documento assinado eletronicamente por **Maria Jose da Silva Fernandes, Usuário Externo**, em 21/08/2023, às 17:10, conforme horário oficial de Brasília, com fundamento no art. 6º, § 1º, do [Decreto nº 8.539, de 8 de outubro de 2015](#).



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**APPENDIX: PARTNERSHIP AGREEMENT****SCOPE OF WORK (1755967)**