

FACULTY OF CHEMISTRY AND CHEMICAL TECHNOLOGY, UNIVERSITY OF LJUBLJANA
FACULTY OF CHEMICAL SCIENCES OF THE NATIONAL UNIVERSITY OF ASUNCIÓN
COOPERATION AGREEMENT

The **FACULTY OF CHEMISTRY AND CHEMICAL TECHNOLOGY OF THE UNIVERSITY OF LJUBLJANA, UL**, with registered address at Večna pot 113, 1000 Ljubljana, hereinafter referred to as “FKKT-UL”, represented in this act by its Dean, Prof. Dr. **Marko Novinec**; and the **FACULTY OF CHEMICAL SCIENCES OF THE NATIONAL UNIVERSITY OF ASUNCIÓN**, hereinafter referred to as “FCQ-UNA”, with registered address at the UNA University Campus, Ruta Mcal. Estigarribia, Km 14, in the city of San Lorenzo, represented in this act by its Dean, Prof. Lic. **Cynthia Saucedo de Schupmann**, Mag., appointed by Resolution No. 1421/2021 dated August 20, 2021 of the Rectorate of the National University of Asunción; hereinafter jointly referred to as: **THE PARTIES**.

Whereas:

The FKKT-UL, a member of the University of Ljubljana (UL), is a public higher education institution that fosters fundamental, applied and developmental research in the fields of chemistry, biochemistry, chemical engineering and fire and occupational safety, striving to achieve excellence and the highest quality. It educates leading scientists and experts at undergraduate and postgraduate levels who are qualified to lead sustainable development.

The FCQ-UNA is a public higher education institution that provides the community with quality undergraduate and postgraduate education, conducts research and university extension in chemical sciences and their applications, with the purpose of developing the technical and scientific capacities of the country.

1. Subject of the Agreement

The common purpose of this Agreement is to promote cooperation between the Faculty of Chemistry and Chemical Technology of the University of Ljubljana and the Faculty of Chemical Sciences of the National University of Asunción, Paraguay.

2. Main Areas of Cooperation

2.1. The two Faculties agree and will endeavor to establish general cooperation in the following activities:

- Exchange of staff and students;
- Organization of joint research activities/projects;
- Organization of joint conferences, seminars, workshops, symposia, etc.;
- Exchange of publications, materials and information for scientific, academic, educational and informational purposes.

2.2 For the implementation of each cooperation activity, both institutions shall draw up a written work programme describing the forms, means and respective responsibilities which shall then be the subject of a specific agreement signed by the representatives of both Parties, to be implemented by the Parties concerned, in particular as regards exchanges of students and staff and intellectual property in research.

2.3 Cooperation may also cover other areas agreed by the Parties. The Parties may supplement the detailed provisions on cooperation by written annexes to this Agreement.

3. Procedure of interaction between the Parties

3.1. The Parties shall not be liable for the obligations of the other Party that do not arise from this contract.

3.2. In order to implement the cooperation, the Parties shall undertake the following obligations on the basis of equality and mutual benefit:

- They shall perform their obligations under this Agreement on time and in good quality;
- Each Party shall be independently responsible for the performance of its part of the joint work;
- Each of the Parties shall have the right, for the purposes of this Agreement, to enter into other arrangements to carry out its obligations under this Agreement.

3.3. The Parties shall ensure the confidentiality of information relating to the subject matter of this Agreement, the results obtained and the data necessary for the performance of the obligations assumed by the Parties under this Agreement.

3.4. The Parties undertake to create all the necessary conditions for the implementation of this Agreement and to take measures to implement the agreements reached.

3.5. The Parties undertake to respect academic freedom, EU values and fundamental rights (as defined in Article 2 of the Treaty on European Union and the Charter of Fundamental Rights of the EU), internationally accepted standards of research ethics and integrity, and reciprocity and agreements on the management of intellectual assets, including the dissemination and exploitation of results, licensing or transfer of results and the establishment of spin-off companies.

4. Contacts

- 4.1.** Each Party shall appoint its Representative to coordinate activities under this Agreement:

Faculty of Chemistry and Chemical Technology, University of Ljubljana:

Prof. Dr. Marko Novinec, Dean

Faculty of Chemical Sciences, National University of Asunción, Paraguay:

Prof. Lic. Cynthia Saucedo de Schupmann, Mag.

- 4.2.** All notices to be given under this Agreement shall be in writing and addressed to the addresses and recipients set forth above.
- 4.3.** Where formal notice, consent or approval is required by this Agreement, such notice shall be signed by an authorised representative of a Party and either delivered personally or sent by certified mail, return receipt requested.
- 4.4.** Other notices between the Parties may be given by other means, such as email with acknowledgement of receipt, which shall satisfy the conditions of being in writing.
- 4.5.** Any change of persons or contact details shall be notified without delay.

5. Financial Arrangements

- 5.1.** Both Parties agree that all specific and financial arrangements must be negotiated and are subject to the availability of funds.
- 5.2.** The Faculties undertake to obtain financial support from national and international organizations for the activities and exchanges to be carried out under this Agreement.
- 5.3.** Neither Party shall incur any financial obligation under this Agreement. Each Party agrees to work to facilitate funding mechanisms and any financial commitments will be annexed to this agreement.
- 5.4.** Both Universities undertake to seek reciprocity in exchanges on a quantitative and qualitative level.

6. Results of intellectual activity

- 6.1.** Results of intellectual activity (RIA) obtained by either Party prior to the entry into force of this Agreement or independently outside the scope of this Agreement shall belong to the Party that obtained such results.
- 6.2.** Ownership of Protected Rights to RIA created under this Agreement and in the performance of the Joint Work under this Agreement shall be governed by a Specific Agreement setting forth, among other things, each Cooperative Activity and the corresponding RIA and the corresponding Annexes, independent contracts and agreements.

- 6.3.** The Parties shall assist each other in protecting their intellectual property rights and in protecting themselves from unfair competition by third parties.
- 6.4.** Exploratory and applied research shall be carried out in accordance with independent agreements between the Parties governing the terms and conditions for the conduct of the said research.

7. Non-disclosure of information

- 7.1.** All information disclosed by one Party (the "Disclosing Party") to another Party (the "Recipient") in connection with this Agreement that is expressly marked "Confidential" at the time of disclosure or, if disclosed orally, marked Confidential at the time of disclosure and confirmed and designated as Confidential Information in writing by the Disclosing Party no later than 15 calendar days after the oral disclosure, shall be "Confidential Information" in whatever form or manner.
- 7.2.** The foregoing shall not apply to the disclosure or use of Confidential Information if and to the extent that the recipient can demonstrate that:
- the Confidential Information has become or is becoming publicly available otherwise than as a result of a breach of the Recipient's confidentiality obligations;
 - the Disclosing Party subsequently notifies the recipient that the Confidential Information is no longer confidential;
 - the Confidential Information is disclosed to the Recipient without an obligation of confidentiality by a third party who, to the best of the Recipient's knowledge, is lawfully in possession of it and is under no obligation of confidentiality to the Disclosing Party;
 - the disclosure or communication of the Confidential Information is envisaged under the terms of the Agreement;
 - the Confidential Information was at any time developed by the Recipient wholly independently of such disclosure by the Disclosing Party;
 - the Confidential Information was already known to the Recipient prior to such disclosure; or
 - the Recipient is required to disclose the Confidential Information to comply with an applicable law or regulation or a court or governmental order.
- 7.3.** Each Party shall promptly notify the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information upon becoming aware of such unauthorised disclosure, misappropriation or misuse.
- 7.4.** If a Party determines that it must or is likely to disclose Confidential Information in order to comply with any applicable law or regulation or any court or administrative order, it shall, to the extent it is legally able to do so, prior to such disclosure
- notify the Disclosing Party; and
 - comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 7.5.** Each Party shall, in the performance of this Agreement, comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (*the General Data Protection Regulation or GDPR*), as

well as with any applicable national data protection legislation. Where the Parties jointly determine the purposes and means of the processing of personal data, they shall enter into an appropriate *Joint Controllership Agreement* pursuant to Article 26 GDPR. Where one Party processes personal data on behalf of the other, the Parties shall conclude a *Data Processing Agreement* that fulfils the requirements of Article 28 GDPR. The Parties shall further ensure that any transfer of personal data from the European Union or the European Economic Area to a country outside the EU/EEA is based on a valid legal ground under the GDPR, and that such legal basis is expressly recorded in the relevant agreement or annex.

- 7.6.** In the event that any annexes or specific agreements are concluded under this Memorandum, the Parties shall ensure that such annexes or agreements expressly regulate the processing of personal data in accordance with the GDPR, including the arrangements referred to in Clause 7.5. Each such instrument shall also specify the lawful basis and the appropriate safeguards for any transfer of personal data from the European Union or the European Economic Area to a country outside the EU/EEA, in conformity with Chapter V GDPR.

8. Legal provisions

- 8.1.** Nothing in this Agreement shall be construed as requiring any Party to violate any mandatory provision of law under which such party is operating.
- 8.2.** This Agreement shall be construed in accordance with and governed by the laws of Slovenia, excluding its conflict of law provisions. The Parties shall endeavour to resolve their disputes amicably.
- 8.3.** Any dispute, controversy or claim arising out of or relating to this Agreement or any subsequent amendments to this Agreement, including but not limited to its formation, validity, binding effect, interpretation, performance, breach or termination and non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Ljubljana, unless otherwise agreed. The language to be used in the mediation shall be English, unless otherwise agreed. If and to the extent that any such dispute, controversy or claim has not been resolved within 60 calendar days after the commencement of the Mediation, the courts of Ljubljana shall have exclusive jurisdiction.

9. Final Provisions

- 9.1.** This Agreement is written in the English language, which shall govern all documents, communications, meetings and proceedings relating to this Agreement.
- 9.2.** This Agreement shall be effective for a period of 5 years from the date of its signature by the Parties.
- 9.3.** This Agreement may be terminated by written notice. Written notice must be received by the other Party no later than three months prior to the intended termination date.

Termination shall not cancel any other contracts or agreements existing between the Parties.

- 9.4.** Amendments and additions to this contract shall only be valid if they are set out in a written annex and signed by the contracting Parties.
- 9.5.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signature for the purposes of validity, enforceability, and admissibility.

10. Legal addresses and signatures of the Parties

On behalf of

*The Faculty of Chemistry and Chemical
Technology, University of Ljubljana, Večna
pot 113, 1000 Ljubljana*

On behalf of

*The Faculty of Chemical Sciences National
University of Asunción, San Lorenzo
Campus, Paraguay*

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Prof. Dr. Marko Novinec
Dean

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Prof. Lic. Cynthia Saucedo de Schupmann,
Mag
Dean