



CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

I, _____,
_____ (nationality), _____ (occupation),
_____ (marital status), passport
No. _____ issued by _____ (organ)/ _____ (issuing
country)] , visiting the School / Institute _____
of the Pontifical Catholic University of RS , because
_____ [Purpose of visit],
hereinafter simply called " Researcher / Academic in Mobility " .

1. Considerations

The researcher will carry out activities _____
from ____/____/____ to ____/____/____, at the School / Institute
_____, of the Pontifical Catholic
University of Rio Grande do Sul, hereinafter " PUCRS " .

The Researcher states:

1.1. Be aware that any information or material received or generated in connection with or resulting from their work in the School / Institute , although being of interest of third parties, including, but not limited to : (i) research, (ii) products (iii) knowledge of industrial activities, those of research and development , including property, patents and trademarks, (iv) information about personnel (v) structure (vi) information about suppliers, as well as names, trade secrets and business plans, (vii) besides other information and know-how of an economic, scientific, financial , accounting, commercial , legal, technical and contractual character possess confidential nature ("confidential Information") , therefore their confidentiality should be respected, as established in this term , and

1.2 That any results appropriated and / or intellectual property rights arising out of their activities and / or third parties at PUCRS and / or the School / Institute will belong to PUCRS, including all rights of ownership, as established in this Agreement.

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2 . Confidentiality

2.1 The Researcher is obliged to maintain any and all Confidential Information, that is received or generated, secret and confidential, and not to use or disclose to anyone except to another person involved in the same activities of the School / Institute and who has made an equivalent, commitment to confidentiality both during and after conducting their activities in the School / Institute.

2.1.1 The researcher is aware that, for purposes of this commitment, are considered pieces of information those expressed by any oral, written or electronic means, contained in any documents, spreadsheets, systems, photographs, reports, diskettes, electronic media, and others .

2.1.2 The researcher will use the Confidential Information only for the purposes of their activities in the School / Institute.

2.1.3 The researcher is fully aware that the information they receive related to their activities do not always contain or come accompanied by any warning confidentiality, therefore such a condition must be assumed by them.

2.2 The duty of confidentiality does not apply to Confidential Information that is public knowledge, unless they have been made public for breach of the duty of confidentiality by the Researcher.

2.3 Should they be legally required by any governmental authority, the researcher may only disclose Confidential Information by sending prior written notice to PUCRS, in a manner that they are allowed to propose an injunctive measure or other appropriate legal recourse.

2.4 Upon termination of the activities of the researcher in the School / Institute, or upon request of the School / Institute or PUCRS , the researcher is obligated to return any materials containing Confidential Information, including copies, extracts, documents or works derived therefrom, in any medium, within (05) days of the date of termination and / or request.

2.5. Failure to comply with any of the confidentiality provisions set forth herein shall subject the researcher, by act or omission, to the payment or recovery of all losses and damages suffered by

PUCRS



PUCRS that, being directly and / or indirectly damaged, shall be entitled to seek equitable relief and may even resort to legal measures.

3. Intellectual Property Rights (IPRs)

3.1 The Researcher already gives in to the University, with full title guarantee, all intellectual property rights existing in Brazil and / or abroad, that have been created, invented or that may be created or invented during their activities in the School / Institute, or have been created / invented with the use of resources, laboratories and / or support of PUCRS's personnel.

3.2 The researcher recognizes that IPRs include copyrights, design rights, patents, inventions and applications, or the right to apply for such rights.

3.3 The Researcher is obliged to sign all documents necessary for PUCRS to confirm and guarantee its ownership of IPRs at the expense of PUCRS.

4. Final Provisions

4.1 The researcher is aware that in the event of breach of any commitment or condition, total or partial, under this Agreement, they shall be subject to civil and criminal liability without prejudice to any indemnity for damages.

4.2 The Researcher acknowledges that this present Agreement, or any involvement of theirs in activities with PUCRS or with its partner companies / institutions, by itself does not create any agency relationship, partnership or employment between them and PUCRS, nor with any of its maintained entities or partner companies and institutions.

4.3 This Agreement shall be implemented in accordance with the internal rules of PUCRS, as well as by the laws of the Federative Republic of Brazil.

4.4 Any conflicts arising out of this Agreement will have the jurisdiction of the court of the District of Porto Alegre-RS to be resolved.

4.5 This Agreement is signed in 02 (two) copies in Portuguese and 02 (two) copies in English, with the same content in the presence of 02 (two) witnesses.

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Date: ____/____/____

RESEARCHER: _____

WITNESSES:

Witness 1:

RG (ID): _____

CPF/MF (Individual Taxpayer Registration No./ Ministry of
Finance): _____

Witness 2:

RG (ID): _____

CPF/MF (Individual Taxpayer Registration No./ Ministry of
Finance): _____

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