

**CO-FINANCING OPERATIONAL PROGRAM (COFOP)
COOPERATION AGREEMENT
Finep
Research Council of Norway**

Aiming to implement the Cooperation Agreement signed between the Brazilian innovation agency FINEP and the Norwegian agency Research Council of Norway (RCN), hereby "the Parties", which has among its objectives "establish cooperation partnerships between enterprises and research institutions of both countries", the Parties adjust and bind themselves to the provisions of this CO-FINANCING OPERATIONAL PROGRAM.

1. Objective

Establish procedures and criteria for the execution of the Cooperation Agreement regarding the co-financing of technological development and innovation projects.

2. Scope

2.1 The co-financing will be directed to the following categories of projects:

- a. technological development for worldwide innovations;
- b. development of critical knowledge and technologies ;

This should lead to successful technology transfer and learning between companies of both countries.

2.2 The focused themes will be defined according to each joint call launched and must be previously agreed upon by the Parties.

3. Target Group

Brazilian and Norwegian entities of private law, as they do not belong to the same economic group, working in partnership for joint development and implementation of innovation projects

4. Budget and Funding

The Parties will use its own financial instruments to support the respective participants in the project, according to the norms of Finep and the RCN, which can be found at <http://www.finep.gov.br> and <http://www.forskningradet.no/>.

The amount of financial resources dedicated to the public call and the call text will be announced on the Parties' respective sites on the internet.

5. Submission of Proposals

Projects will be submitted following a two-step process:

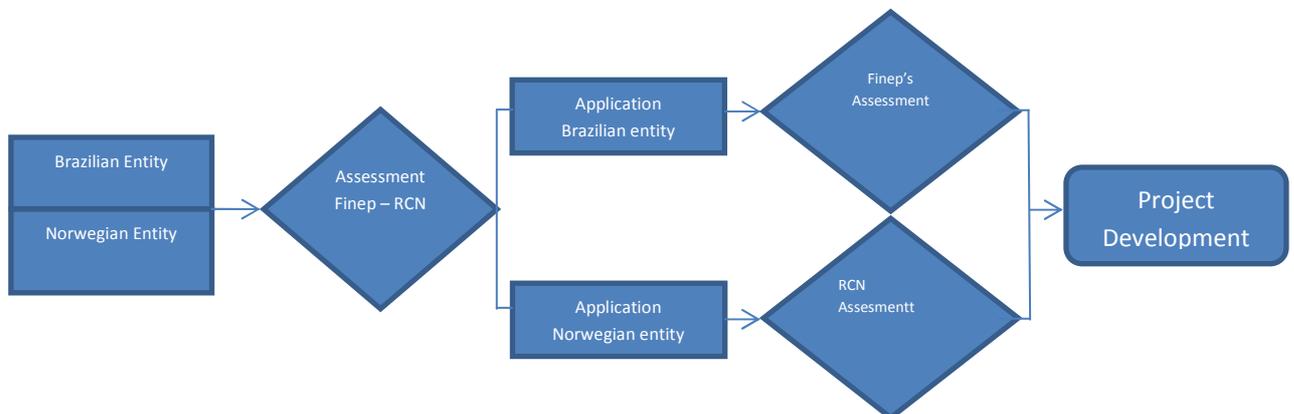
First step: In order to be eligible to submit a full project application, Brazilian and Norwegian companies must submit to both Finep and RCN a draft of the joint-project, written in English, by filling in a common form, as agreed by the partner organizations/companies. In addition to the English version, the Brazilian entity must present to Finep, the same proposal written in Portuguese.

Under step 1, companies may submit a draft up until about two months before the application deadline, which is stipulated in step 2.

The total budget of the project must be covered by the funding requested of the Parties plus the capital provided by the companies (own and/or third parties).

The projects will, on the basis of the draft, receive feedback and comments in this step by the Parties. The applicants will then decide whether or not to continue to Step 2.

Second step: The Brazilian and Norwegian companies participating in projects under the first step will submit their funding requests to the Party of its own country, considering the procedures adopted by the respective funding Party. Finep and RCN will agree on a final deadline for when the applications under step 2 need to be submitted.



6. Eligible Items

Eligible costs and expenses may vary according to regulations in Brazil and Norway and the kind of the project submitted, but in general the following costs and expenses directly related to the project development may be relevant.

Finep	RCN
acquisition of furniture and utensils;	acquisition of raw materials and consumables;
acquisition of new machinery, equipment and instrument, both local and imported;	consultancy services;
acquisition of raw materials and consumables;	daily rates and tickets, both nationally and abroad;
civil construction, assembly and facilities directly related to the activities of the project development;	database access;
daily rates and tickets, both nationally and abroad;	depreciation costs related to acquisition of new machinery, equipment and instrument, both local and imported;
database access;	engineering consulting services;
engineering consulting services;	expenditure on contracting tests, trials, certifications related to the Project, both nationally and abroad;
expenditure on contracting tests, trials, certifications related to the Project, both nationally and abroad;	expenses with scaling process and parameters adjustment;
expenses related to intellectual property, both in Brazil and abroad;	expenses with training and technical assistance;
expenses with scaling process and parameters adjustment;	personnel expenses directly related to the execution of the project;
expenses with training;	purchase of R&D services from research institutions and/or universities;
joint venture linked to innovation;	software acquisition and customization;
marketing expenses, including those related to market research and the preparation and dissemination of brands;	software design and development;

nationalization of capital, mergers, acquisitions;	third party services;
production, industrial sites and commercialization when associated with innovations;	tooling associated with technological development.
participation in fairs and events, both in Brazil and abroad;	
personnel expenses directly related to the execution of the project;	
purchase of equity investment in innovative companies;	
software acquisition and customization;	
software design and development;	
technology acquisition, transfer and absorption, provided they do not create dependency on supply and do not come from companies in the same economic group;	
third party services (individual and corporate);	
tooling associated with technological development.	

7. Procedure

7.1. Receipt of Proposals

Each of the companies interested in collaborative development must send to its national Party a version of the request in English within the given application deadline. In Brazil, an additional version shall be submitted in Portuguese. The English-language version shall necessarily be identical for both parties that constitute the partnership.

7.2. Joint assessment on the merits of the proposals

After Finep and RCN have concluded their evaluation and ranking of the proposals, representatives of the Parties will meet by video conference to select the proposals for the co-financing support.

7.3. Approval and Signing of Credit

The agencies are autonomous regarding the granting of funding to the requesting entities.

As the composition of the project budget is obtained with the sum of grant that each agency will contribute, as well as the resources provided by the entities themselves, the effectiveness of the contracts signed by each agency only happen through the celebration of the contract by the other Party.

8. Period of Execution

The termination of the Cooperation Agreement between Finep – RCN is scheduled for 11/05/2019. Therefore, funding requests will be accepted from the joint call announcement until 05/11/2019, six months before the termination of the referred Agreement.

9. Promotion and Disclosure

The Finep – RCN action shall be disclosed as an opportunity for cooperation on joint execution of technological development and innovation projects by Brazilian and Norwegian entities on the websites of each signatory agency of this COFOP.

The Parties also shall endeavor to promote actions that contribute to identifying opportunities for technological development between the two countries, especially aimed at the formation of business partnerships interested in investing in collaborative technology innovation projects.

10. Controversy Solution

The parties, by mutual agreement, will elect an arbitrator and the place where any eventual disputes arising from the implementation of this instrument will be settled.