

COOPERATION AGREEMENT

by and between

**Max-Planck-Gesellschaft
zur Förderung der Wissenschaften e. V.**

represented by the Managing Director
Prof. Dr. Tobias Bonhoeffer
at the Max Planck Institute
for Biological Intelligence
Am Klopferspitz 18
82152 Martinsried
GERMANY

(hereinafter referred to as "**MPI-BI**")

and

Universidad de la República (Uruguay)

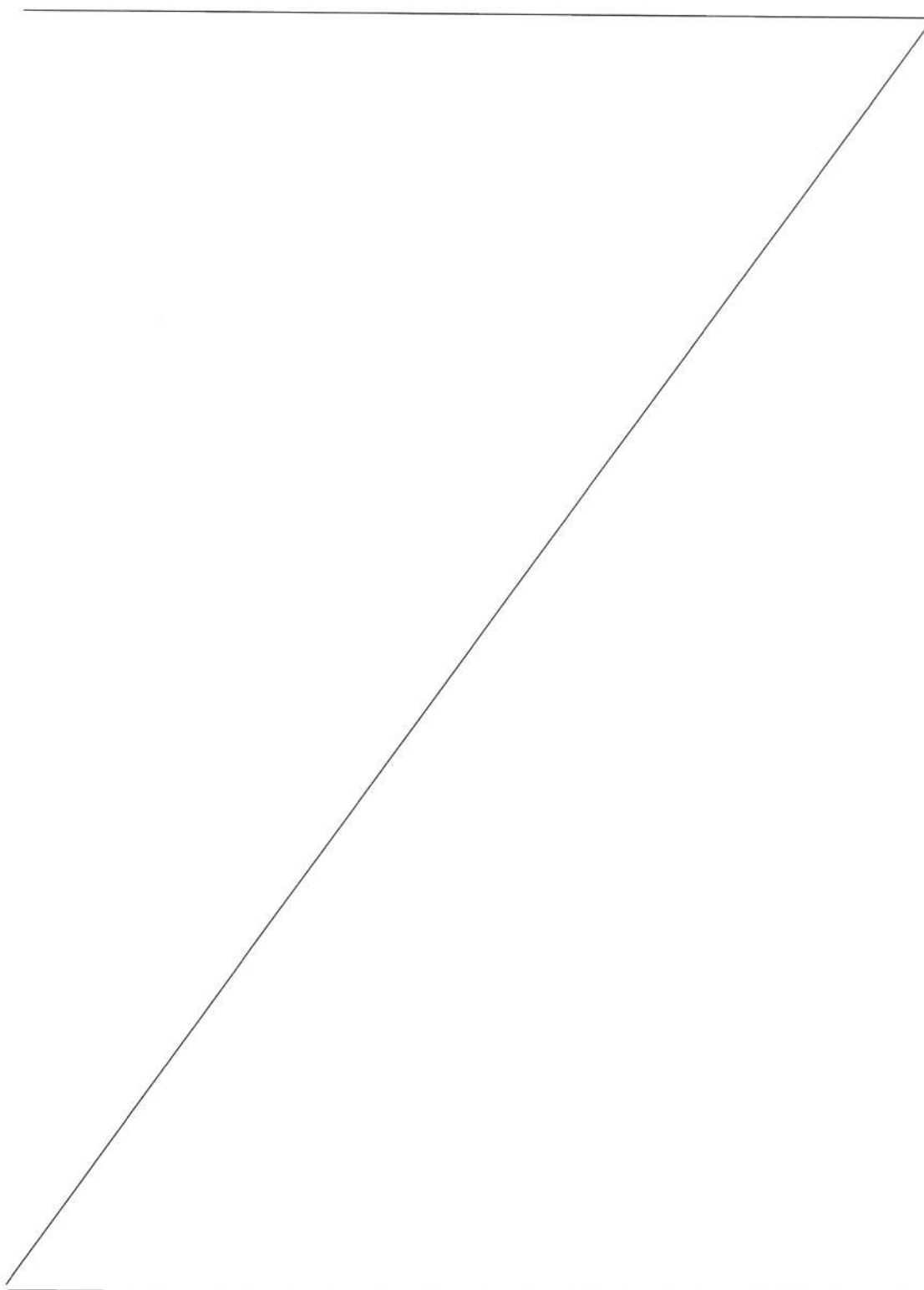
Facultad de Ciencias UDELAR
Iguá 4225
11400 Montevideo, Departamento de Montevideo
URUGUAY

represented by the rector, Rodrigo Arim Ihlenfeld, who delegates for this act the signature to the president of the International Relations Service (SRI), Gonzalo Vicci Gianotti, according to resolution 24/2022 of January 17, 2022, and the dean of the Faculty of Sciences, Prof. Monica Marín.

(hereinafter called "UDELAR/FCIEN")

Exp.: 240300-000050-23

(MPI-BI and UDELAR-FCIEN individually hereinafter referred to as "Partner" or as
"Partners")



PREAMBLE

The Max-Planck-Gesellschaft is a German research institution recognized for its statutory purposes as a non-profit association with registered seat in Berlin. The Max-Planck-Gesellschaft currently maintains more than 80 Max Planck Institutes, which are mainly engaged in basic research in the natural sciences, biological sciences, humanities and social sciences. The MPI-BI is a legally non-independent research institute of the Max-Planck-Gesellschaft.

Universidad de Ia República is the main Uruguayan institution at high education and research level. It is a public institution, autonomous and co-governed by its faculty, students and graduates.

The Research Group for Evolutionary Physiology at MPI-BI, under the direction of Prof. Dr. Michaela Hau, is engaged in the research field of environmental and evolutionary endocrinology and behavior and has profound scientific experience and knowledge in this field. UDELAR-FCIEN has experience and knowledge in diverse research areas. The Partners intend to work together in the field of "Investigating physiological mechanisms that influence fitness traits in wild great tits" (hereinafter referred to as "**Research Field**") whereby the Partners' previous experience and knowledge shall serve as the basis of the research project as later defined herein (hereinafter referred to as "**Research Project**").

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The scientific cooperation in the Research Field shall be carried out on the basis of this cooperation agreement (hereinafter referred to as "**Agreement**").

Section 1

SUBJECT OF AGREEMENT

- (1) The Partners intend to work together in the Research Field and jointly develop the research goal.
- (2) This Agreement does neither establish an employment relationship between staff members of one Partner and staff members of the other Partner, nor does it create a partnership or joint venture between the Partners.
- (3) The Research Project does not have its own legal personality and does not enter into legal transactions with third parties. Neither Partner is entitled to legally represent the other Partner.

Section 2
RESEARCH ACTIVITIES

- (1) The basis of this Agreement is the Research Project defined in Annex 1. It describes the research goal, tasks to be performed by the Partners, the respective research contributions of the Partners and scheduling. In Annex 2, the Partners will list their Background IP within the meaning of Section 9.1.
- (2) Both Partners agree that the Research Project shall be binding, but may be updated from time to time to reflect developments in the sphere of research. Any such adaptations made to the Research Project shall become binding by mutually signed supplements to this Agreement or its annexes.
- (3) The Research Project shall be managed by Michaela Hau on behalf of MPI-BI and by Prof. Mónica Marín on behalf of Udelar-FCien

Section 3
PRINCIPLES OF COOPERATION

- (1) The Partners want to achieve the joint research goal by providing their agreed contributions to the best possible effect. This applies especially to the research contributions. Within the scope of this research goal, both of the Partners shall make research contributions in accordance with the Research Project in Annex 1.
- (2) The Partners shall perform the research contributions under this Agreement in accordance with recognized scientific standards; both Partners agree that there is no guarantee that the research goal may be reached.
- (3) The Partners shall keep each other informed about their generated experiences, knowledge, and know-how, and keep each other continually informed of generated Foreground IP in an appropriate manner.

- (4) To the extent necessary for the implementation of the Research Project, the Partners shall grant access to their research infrastructure to the staff members working in the Research Project.
- (5) The Partners will respect the principle of balance in case of mutual use of research infrastructure.
- (6) After the completion of the research work, each Partner shall prepare a written final report and submit it to the other Partner. The Partners are entitled to use the content of the other Partner's final report for internal, non-commercial purposes. The Partners shall ensure that the preparation and submission of the final report are not unreasonably delayed.

Section 4 USE OF PERSONNEL

If the Research Project requires that staff members of one Partner work at the other Partner's, the following applies:

- (1) The Partners agree that the staff members to be seconded remain under the direction of the supplying Partner in respect of employment law while they are working at the other Partner's. They further agree that the staff members to be seconded remain integrated in the operation of the supplying Partner in respect of employment law as before, the staff members will not be operationally integrated into the operational organisation of the host Partner.
- (2) Insofar as the Partners do not consider themselves in a position to allow the direction rights and the operational integration of the staff members to remain with the supplying Partner contrary to Sec. 4.1, both Partners shall ensure that the staff members are contractually employed by the host Partner for the duration of the research work.

Section 5 FINANCIAL CONTRIBUTION

- (1) MPI-BI agrees to provide a total financial contribution to the Research Project in the amount of 34,000 € (in words: thirtyfourthousand euros), to be paid to UDELAR-FC.

Section 6
CONFIDENTIALITY

- (1) "**Confidential information**" are all information exchanged by and between the Partners in the framework of the Research Project and which are marked as confidential, irrespective of whether transmitted in a written, electronic, tangible, or oral form. Such Confidential Information shall be treated as confidential. Oral or visual information shall likewise be treated if the disclosing Partner indicates its confidential nature at the time of disclosure as confidential and shall provide a written summary to the receiving Partner within fifteen (15) business days indicating its confidential nature.
- (2) Each Partner shall disclose Confidential Information of the other Partner to its own staff members involved in the Research Project only to the extent directly necessary for the implementation of the Research Project.
- (3) The aforementioned confidentiality obligation shall not apply, if the receiving Partner can prove that:
 - a) the Confidential Information is or becomes generally known or accessible, by means other than by breach of this confidentiality obligation;
 - b) the Confidential Information of the disclosing Partner became known to the receiving Partner, independently from this Research Project, through the receiving Partner's own research and development work;
 - c) the receiving Partner obtained the Confidential Information from third parties independently of this Agreement, without any breach of this confidentiality obligation.
- (4) If a Partner is obliged to disclose Confidential Information by law, by administrative order or other legal act or by court judgement, said Partner shall immediately inform the Partner whose Confidential Information is thereby affected in writing, and shall consult with the Partner on further steps.
- (5) The Partners undertake to treat as confidential all Confidential Information disclosed by the other Partner in the framework of this Agreement for a period of three (3) years after completion of the Research Project, and not to disclose it to third parties. After the expiry of this period, the receiving Partner of the

Confidential Information shall either return it together with all digital and other copies, or destroy it, upon request of the disclosing Partner. The receiving Partner is entitled to retain one copy for legally or scientifically necessary evidentiary purposes and to use it solely for said purposes

Section 7 PUBLICATIONS

- (1) Foreground IP and other findings generated in the Research Project are generally intended for publication.
- (2) With respect to publications, the Partners shall take the interests of the respective other Partner into account and provide the other Partner with a copy of the manuscript intended for publication for comment. As far as possible, the publication should not be delayed. The Partner shall confirm when the copy of the manuscript intended for publication has reached such Partner (receipt).
- (3) Publication is deemed approved if the publishing Partner does not receive objections from the other Partner within thirty (30) days from receipt according to Section 8.2.
- (4) An objection to publication is only justified if the manuscript intended for publication (i) contains Confidential Information or trade secrets or (ii) endangers applications for the protection of protective rights by premature publications detrimental to their novelty. The Partner raising an objection bears the burden of proof in relation to the existence of such a reason and will not unreasonably delay or hinder the publication.
- (5) If such an objection is justified, the Partners shall jointly discuss the necessary changes and measures. An intended publication should not be delayed by more than three (3) months following receipt.

Section 8 BACKGROUND INTELLECTUAL PROPERTY

- (1) "**Background Intellectual Property** " or "Background IP" are all inventions, technical improvement proposals, qualified know-how, and copyrights that at the time this Agreement becomes effective already exist, or are independently

developed from this Agreement, to the extent they are urgently necessary for research and development in the framework of the Research.

- (2) Background IP shall remain the property of the respective Partner.
- (3) The Partners shall inform each other prior to beginning, and continuously, to the best of their knowledge and belief of existing Background IP to the extent such Background IP is necessary for the performance of the research work or for the use of Foreground IP, and of any third party rights to such Background IP.
Furthermore, the Partners shall inform each other, to the best of their knowledge and belief of any third party protective rights in the Research Field they are aware of. There is no obligation to investigate.
- (4) The Partners grant each other upon request and to the extent legally possible solely for the term and purposes of the Research Project non-exclusive, non-sublicensable, non-transferable, free of charge rights of use to their Background IP.
- (5) For any further desired use (such as but not limited to commercial use) of Background IP the Partners shall consult each other separately and if required, come to an agreement.

Section 9

FOREGROUND INTELLECTUAL PROPERTY

- (1) **"Foreground Intellectual Property"** or **"Foreground IP"** are:
 - a) protectable inventions
 - b) Suggestions for technical improvement
 - c) **"Qualified know-how"**, means a package of practical information, resulting from experience and testing, which is (i) secret, that is to say, not generally known or easily accessible, (ii) substantial, that is to say, significant and useful for the production of the contract products, and (iii) identified, that is to say, described in a sufficiently comprehensive manner so as to make it possible to verify that it fulfils the criteria of secrecy and substantiality and
 - d) simple **"know-how"** not eligible for patent protection that are generated during the Research Project.

- (2) Foreground IP generated exclusively by staff members of one Partner shall exclusively belong to that Partner. Foreground IP generated by staff members of both Partners shall belong jointly to the Partners. The share in the joint Foreground IP shall be determined according to the significance of the respective inventive contribution to the jointly generated Foreground IP.
- (3) In the case of joint inventions, the Partners shall agree on registration and payment of costs, including for the maintenance and defence of protective rights, within the statutory acceptance period [Inanspruchnahmefrist] required by law and shall enter into a pertinent written agreement.
- (4) Neither Partner is entitled to dispose of its share of the joint Foreground IP without the prior consent of the other Partner, regardless of the name under which the joint Invention is registered.
- (5) If a Partner wishes to abandon a protective right, said Partner shall first offer it to the other Partner with preservation of the rights of the inventor, in return for an appropriate consideration; if the other Partner accepts the offered protective right, it shall pass into its unrestricted property. The Partners shall enter into a pertinent separate agreement.

Section 10 RIGHTS OF USE

- (1) For the term and purposes of the Research Project, the Partners grant each other a free of charge non-transferable, non-sublicensable and, non-exclusive right to use the Foreground IP.
- (2) After the end of the Research Project, the Partners shall be entitled to use the Foreground IP free of charge and in an unrestricted manner for their own scientific non-commercial purposes (research and teaching).
- (3) In addition, MPI-BI grants to UDELAR-FCIEN an option to acquire an exclusive or non-exclusive right of use for commercial purposes to its Foreground IP and shares therein through Max-Planck-Innovation GmbH, the patent and technology transfer office of Max-Planck-Gesellschaft ("**MI**"). The option must be exercised by UDELAR-FCIEN within three (3) months after the specific right of use was offered by giving written notice to MI. After acceptance of the option, the Partners will enter into a written license agreement within

a six (6) months term on reasonable commercial terms and conditions. This term may be extended by mutual agreement of the Partners.

- (4) In the event of accepting such option, UDELAR-FCIEN shall retroactively bear the costs incurred as well as the costs arising in the future for the term of the option period for the acquisition and maintenance of protective rights.

Section 11

RIGHTS OF USE TO SOFTWARE

- (1) Section 9 shall apply mutatis mutandis to software already existing at the time this Agreement becomes effective or developed independently from this Agreement, to the extent that such software is urgently necessary for research and development in the framework of the Research Project and has been contributed to the Research Project (hereinafter "Software"). Sections 10 and 11 shall apply mutatis mutandis to Software that is generated during the Research Project.
- (2) The Partners' rights of use to the Software shall neither include the right to receive the Software in source code, to port the source code or the object code to a specific hardware platform, the right to decompile the software, nor the right to receive the respective Software documentation in a specific form or detail, but shall only include the right to receive the Software in the form in which it is available from the Partner granting the rights of use to the Software.

Section 12

LIABILITY

- (1) The Partners shall be liable without limitation for wilful intent and gross negligence. The liability of the Partners in the event of simple negligence ("einfache Fahrlässigkeit") shall be excluded. The foregoing limitation of liability shall not apply in case of injuries to life, body or health, with regard to the assumption of guarantees and in case of losses caused by the breach of a Partner's primary obligations ("Kardinalpflichten"). Partner's primary obligations are material contractual obligations whose fulfilment is essential for the proper performance of this Agreement and on whose fulfilment the Partners regularly rely and may rely.
- (2) Damages for loss of profit shall be excluded.

Section 13
DATA PROTECTION

The Partners shall comply with the applicable data protection regulations as amended from time to time, such as but not limited to the Regulation [EU] 2016/679 (General Data Protection Regulation, DSGVO) as well as the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) and the applicable State Data Protection Act (Landesdatenschutzgesetz, LDSG). If personal data are subject of the research activities to be performed under this Agreement, the Partners shall conclude a pertinent separate written agreement with regard to data protection.

Section 14
EXPORT CONTROL

- (1) Each Partner shall comply with applicable national and international laws and regulations, in particular the applicable export control regulations and sanction programs. To facilitate each Partner's compliance with applicable export control regulations, if any of the commodities, software, technology, data or information provided by the disclosing Partner are classified or listed as subject to export or re-export restrictions, in the context of applicable export regulations, the disclosing Partner shall inform in writing of such export control classification identification. Furthermore, the Partner shall provide all required customs data in accordance with applicable customs and trade related laws (in particular clear product descriptions, HS Code, country of origin and customs value) the latest on delivery. Such data shall be provided on every invoice, if available. The Partner providing the relevant data shall be liable for the correctness of such data.
- (2) Each Partner shall implement effective measures to ensure compliance with the applicable anti-terrorism regulations as well as with any applicable official sanctions lists and to ensure that their respective employees, subcontractors and other partners, involved in this Agreement, are not companies, organizations or persons on the respective sanctions lists.

- (3) No Partner shall use the commodities, software, technology, data or information furnished to it by the disclosing Partner directly or indirectly for weapons of mass destruction (nuclear, biological or chemical) and carriers thereof. Export of commodities, software, technology, technical data or information about such commodities or data may be prohibited by law or depend on governmental authorization. If the government of either Partner denies, fails to grant, or revokes any import or export authorizations necessary for the performance of this Agreement, that Partner shall immediately notify the other Partner/s and neither Partner shall be responsible for performance or payment under this Agreement for directly or indirectly affected activities.
- (4) The Partners shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

Section 15 TERM AND TERMINATION

- (1) This Agreement shall be effective as of 01.05.2023.
- (2) This Agreement shall expire at the end of 31.12.2023.
- (3) The Partners may terminate this Agreement prior to the end of term only for good cause in writing.

Section 16 FINAL PROVISIONS

- (1) The relationship between the Partners with respect to the subject of Agreement is regulated in full by the present text of this Agreement. Annexes to this Agreement shall form an integral part of this Agreement.
- (2) Termination, amendments and supplements as well as any cancellation of this Agreement must be made in writing. This also applies to the written form requirement itself.
- (3) This Agreement is governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods.

- (4) Should one or more provisions of this Agreement be or become invalid, the Partners are obliged to replace such invalid provision with another valid provision that come so close to the invalid provisions that it can reasonably be assumed that the Partners would have entered into this Agreement even with this clause. If such arrangement cannot be achieved, the invalidity of one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are so important for this Agreement that it can reasonably be assumed that the Partners would not have entered into this Agreement without the invalid provisions.

Universidad de la República
Uruguay

Date:

GONZALO
VICCI GIANOTTI

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Gonzalo Vicci Gianotti
President of the SRI



Prof. Mónica Marín
Dean of Faculty of Sciences

Max-Planck-Institute for
biological intelligence

Date: June 15, 2023



Prof. Dr. Tobias Bonhoeffer

**Max-Planck-Institut
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Am Klopferspitz 18
82152 Planegg-Martinsried

Annex 1: Research Project

Annex 1 describes the research goal, tasks to be performed by the Partners, the respective research contributions of the Partners and scheduling.

Based on the aims we have for this year (a) Finish an extra pair paternity analysis of great tits that have been genotyped from 2015 to 2022; b) Finish the statistical analysis and writing of the paper titled "Fitness consequences of egg hormones in the light of evidence synthesis" (authors: Mentasana, Hau, Adreani, D'Amelio & Sanchez-Tojar); c) Publish in an international journal the manuscript titled "Physiological parameters do not covary or predict fitness across two years in a wild bird population" (authors: Mentasana, Casagrande & Hau); d) Finish the statistical analysis for the project "Cort-Environmental characterization"; and e) Mentor a master student on the project "Assessing the severity of a handling protocol in wild birds") I can think of this (very) general title: '*Investigating physiological mechanisms in wild great tits that influence fitness traits*'. What do you think?