

COLLABORATION AGREEMENT

between

Max-Planck-Gesellschaft
zur Förderung der Wissenschaften e.V.
(hereinafter called „MPG“),

represented by
the Managing Director at the Max Planck-Institute
of Animal Behavior
Am Obstberg 1
78315 Radolfzell

Professor Dr. Iain Couzin
(hereinafter called "MPI-AB")

and

UNIVERSIDAD DE LA REPÚBLICA / Facultad de Ciencias
Iguá 4225 esq. Matajojo C.P.
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")

(hereinafter jointly referred to as "Party"/"Parties")

Exp.: 240300-000051-23

PREAMBLE

Whereas, MPG is an extramural German research institution recognized for its statutory purposes as a non-profit association with registered seat in Berlin. MPG currently maintains 86 Max Planck Institutes, which are mainly engaged in basic research in the natural sciences, life sciences, humanities and social sciences. Max Planck Institute of Animal Behavior (MPI-AB) is a legally non-independent research institute of MPG. The department of Professor Iain Couzin is conducting research of collective decision making. Specifically, its research seeks to answer the fundamental question of how schools of animals reach decisions for their collective behavior.

Whereas, Universidad de la 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.

Whereas, institutes of the MPG and UDELAR/FCIEN are looking back on successful bilateral scientific collaboration promoting research in the past. Both parties wish to join forces to maintain and move forward the long-term field research of **Cooperative nest building of the Rufous Hornero (*Furnarius rufus*) (HORNERO)**. While MPI-AB will provide support to running costs and logistics to maintain the site, UDELAR/FCIEN will continue its support allowing scientific investigations and research.

Whereas, the Parties recognize the desire of the scientists of both Parties to conduct collaborative research and to further promote the development of joint scientific activities.

For this reason, the Parties enter into the following Agreement:

ART. 1 SUBJECT MATTER OF AGREEMENT

1.1 MPI-AB and UDELAR/FCIEN will collaborate regarding the HORNERO. Specifically, the Parties undertake to handle the defined scientific task to the best of their abilities and according to recognised scientific standards.

1.2 No employee-employer relationship between the Parties is created as a result of this Agreement.

1.3 MPI-AB will provide the funding for a 18 months stipend for Dr. Nicolas M. Andreani from May 2023 to October 2024 (after a scientific evaluation of the work an extension for 6 months will be possible).

The yearly amount of the stipend in Uruguayan pesos 2,208,383 (converted 21.03.2023: EUR 52,500) For 18 months it will accumulate to ca. EUR 78,750.

1.4 No overheads will be paid by MPI-AB.

1.5 The project is supervised by Prof. Dr. Iain Couzin, MPI-AB, who oversees staff and students involved, and coordinates and conducts research.

Art. 2

PRINCIPLES OF COLLABORATION

- 2.1 The Parties will endeavour to achieve the scientific objective as defined by providing the agreed contributions to the best of their abilities, in particular the research work. Each Party will carry out its specific responsibilities based on its research profile.
- 2.2 The Parties shall also share their developed experience, knowledge and know-how and keep each other continuously informed, in an appropriate manner, of the results of the research work covered by this Agreement.
- 2.3 If and to the extent that it shall be required for performance of the Project, each Party shall provide the other Party's staff members involved in the Project with access to their research infrastructure and scientific service facilities, on the same basis as such research infrastructure and scientific service facilities are made available to their own staff members.
- 2.4 The Parties shall observe the principle of balance as regards mutual use of research infrastructure.
- 2.5 Following completion of the research work, the Parties shall issue a written scientific and administrative final report. The Parties shall be entitled to use the content of the final report for internal purposes. The Parties shall ensure that preparation of the final report is not delayed unreasonably.

Art. 3
FINANCIAL CONTRIBUTION

- 3.1 MPI-AB shall provide an overall financial contribution to the research programme of EUR (in words: seventy-eight thousand euros) plus any applicable VAT.
- 3.2 The contribution to be paid according to Section 3.1 (or the pertinent instalment payment respectively) shall be due 30 days after invoicing by Universidad de la República at the following address:

Max Planck Institute of Animal Behavior
Am Obstberg 1
78315 Radolfzell
Germany

MPI-AB specifically ask for 2 invoices: Invoice 1 for the calendar year 2023 (May 1, to december 31,2023) and Invoice 2 for the calendar year 2024 (January, 1 to October, 31).

- 3.3 The amount to be paid according to Section 3.1 (or the pertinent instalment payment respectively) is to be paid upon receipt of the invoice pursuant to Section 4.2 to the following account of UDELAR/FCIEN

Account holder: Facultad de Ciencias / Fondos de Terceros
Bank: Banco de la República Oriental del Uruguay
ABA BROUNY026003324
SWIFT BROUUYMM
Cuenta corriente en U\$S 001559380-00006

ART. 4
CONFIDENTIALITY

The Parties undertake to treat as confidential all documents marked as secret and other details made accessible bilaterally and to keep them secret from any third party. Such obligation of confidentiality shall survive termination of this Agreement.

ART. 5
PUBLICATION

The work results achieved are intended for publication. In the case of scientific publications concerning the subject matter of the Agreement, the Parties shall take into account the interests of the other Party and provide the text of the intended publication to the other Party prior publication, giving the other Party the opportunity to submit comments, such that any patent applications shall not be jeopardised by prior publications that are prejudicial to novelty, and secret know-how shall not be revealed. The Parties shall therefore not unduly delay or prevent the issue of a publication.

ART. 6
RESULTS

- 6.1 Results within the meaning of this Agreement are copyrightable inventions, qualified know-how pursuant to Commission Regulation (EC) no. 240/96 of 31.01.1996 and simple, non copyrightable know-how.
- 6.2 Any Results generated by staff members of MPI shall accrue to MPI. Any Results generated by Universidad de la República shall accrue to Universidad de la República. Jointly generated Results shall jointly accrue to MPI on the one hand and Universidad de la República on the other. Their share in the Results shall be determined in accordance with the significance

of the respective inventive contribution to the joint Results. Neither Party to the Agreement may assign any of its shares of the jointly generated Results without the prior consent of the other Party.

- 6.3 The Parties are entitled to use copyrightable inventions and parts of inventions covered by the Agreement in accordance with the regulations stipulated by the Employee Inventions Act. The Parties shall agree on the appropriate procedure for registering protective rights, particularly in the case of joint inventions.

ART. 7 RIGHTS OF USE

- 7.1 For the duration and purposes of the research project, the Parties shall grant each other non-exclusive, non-transferable, non-licensable, no-charge rights of use to the Results.
- 7.2 For the duration and purposes of the research project, the Parties shall also grant each other, on request and provided they are legally permitted to do so, non-exclusive, non-licensable, non-transferable, no-charge rights of use to pre-existing protective rights.
- 7.3 If a Party wishes to make use of Results and/or pre-existing protective rights over and above these limits, the Parties shall conclude a separate agreement on this.
- 7.4 The Parties shall be entitled to use the Results at no charge and in an unrestricted manner for non-commercial scientific purposes (research and education).
- 7.5 Should either Party wish to waive a protective right, it shall first offer such right to the other Party in return for a fee, while protecting the rights of the inventor; should the other Party accept the offered protective right, it shall have unrestricted ownership over such protective right.

ART. 8
Export Control

- 8.1 The Parties confirm to comply with all applicable laws and regulations with regard to economic sanctions export control and trade embargoes ("Sanctions").
- 8.2 The Parties further undertake to take effective measures to ensure compliance with applicable anti-terrorism regulations and all applicable sanctions programs and to ensure that their respective Participants, involved in arrangement, are not listed on the respective sanctions lists.
- 8.3 Notwithstanding anything to the contrary contained in this Agreement it is understood that the supply, export or transfer of goods, technologies, software, services under this Agreement may be subject to import or export control laws and regulations or any other governmental authorization.
- 8.4 MPI-AB do not warrant that if any import or export license or any other governmental authorization is required for the fulfillment of any of its contractual obligations, such license or authorization will be issued or extended in due time.
- 8.5 MPI-AB shall not be obliged to supply, export or transfer goods, technologies, software, services or to perform other contractual obligations of this Agreement if such supply would violate applicable import or export control laws or regulations and shall be entitled to terminate its participation in this Agreement.

ART. 10
TERM OF THE AGREEMENT

- 10.1 The term of this Agreement shall become effective on 01.05.2023 and continue into effect until 01.10.2024.
- 10.2 Neither Party may terminate this Agreement prior to the end of the term except for good cause.

ART. 11
FINAL PROVISIONS

- 11.1 The relationship between the Parties with respect to the subject matter of this Agreement is regulated in full by the text of this Agreement.

- 11.2 The Parties shall be liable to one another only with respect to wilful intent and gross negligence.
- 11.3 No termination, amendment and supplement, or cancellation of this Agreement shall be effective unless made in writing.
- 11.4 If any provisions of the Agreement become invalid, the Parties shall be obliged to replace the invalid provisions with other valid provisions that are sufficiently close equivalents to the invalid provisions that it can reasonably be assumed that the Parties would also have entered into this Agreement with these provisions.
- 11.5 If such provision cannot be found, the invalidity of one or more provisions of the Agreement shall not affect the validity of the Agreement as a whole, unless the invalid provisions are of such fundamental importance to the Agreement that it can reasonably be assumed that the Parties would not have entered into the Agreement without the invalid provisions.
- 11.6 Appendices to the Agreement shall form an integral part of the Agreement.

Date:

Facultad de Ciencias
UNIVERSIDAD DE LA REPÚBLICA

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VICCI
GIANOTTI

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por GONZALO VICCI
GIANOTTI
Fecha: 2023.06.02
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Date:

Max Planck Institute of
Animal Behaviour
Signed by
Iain DOUGLAS
Couzin
on 21.06.2023 19:29