

**EDUCATIONAL COOPERATION AGREEMENT BETWEEN THE RESEARCH ENERGY ENVIRONMENTAL AND TECHNOLOGICAL CENTER (CIEMAT) AND THE CENTRO DE DESENVOLVIMENTO DA TECNOLOGIA NUCLEAR, DA COMISSÃO NACIONAL DE ENERGIA NUCLEAR (CDTN/CNEN) COLLABORATION ON STUDIES DEGREE / POST GRADUATED**

In Madrid and Belo Horizonte, on July 01st, 2015

**ON ONE PART: Dr. Cayetano López Martínez**, General Director of Centro de Investigaciones Energéticas, Medioambientales y Tecnológicas (CIEMAT), nominated by R.D. 69/2010 on January 29th (B.O.E. 26 of 30 January 2010) acting on behalf and in representation of CIEMAT by the powers invested in him by R.D. 1952/2000 of 1 December (B.O.E. 289 of 2 December 2000),

**ON THE OTHER PART: Dr. Waldemar Augusto de Almeida Macedo**, director of the Centro de Desenvolvimento da Tecnologia Nuclear, da Comissão Nacional de Energia Nuclear (CDTN/CNEN), acting on behalf and in representation of the CDTN/CNEN (hereinafter referred as "CDTN").

Both Parties, mutually recognize the other's legal capacity for the decision taken in the course of their duties, on behalf of the institutions they represent.

### **1- Purposes of the CDTN**

CDTN is a research institution in the nuclear area, subordinated to the Board of Research and Development of the National Nuclear Energy Commission - CNEN - which is headquartered in Rio de Janeiro and is under the Ministry of Science, Technology and Innovation - MCTI.

CDTN's mission is to generate and disseminate knowledge, provide products and services to benefit society through research and development in the nuclear field and in related areas. CDTN has the macro processes: Research and Development, Education and Services. Research and development occur in the nuclear field and other related areas, providing technological services and products with these skills. In teaching, the Centre has postgraduate program: master's and doctorate degrees on Science and Technology of Radiation, Minerals and Materials.

### **2 - Purposes of CIEMAT.**

The CIEMAT has among its goals the following:

Promote and implement R&D activities in accordance with the guidelines of the Ministry of Economy and Competitiveness in energy, environment and technology, including the associated socio-technical approach, as well as in

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specific fields of Basic Research. Collaborate with other national R&D, universities and companies. Encourage follow up its R&D in the fields of scientific-technical, education and technology transfer.

### **3.- Generic purpose Agreement**

Both parties consider advisable to promote cooperation and collaboration in developing an internship program for students / researchers to enable them to achieve a more customized and complete summary of their education face the better performance of their professional work.

### **4.- Statement of Intent**

Both entities, given that targets are partly overlapping and complementary, want to sign this Convention in order to improve their respective tasks, for which formalize this document in accordance with the following

## **TERMS**

### **FIRST.- PURPOSE OF THE AGREEMENT.**

This Agreement is to regulate the conditions under which students and researchers from CDTN held an internship program at CIEMAT.

### **SECOND. – GENERAL TERMS OF AGREEMENT.**

#### **A. CIEMAT OFFER**

CIEMAT may offer placements with the required frequency or amount, and indicate the specific offer to each place of practice. The details of the practices developed in the Annex attached to this Agreement.

#### **B. STATUS**

CIEMAT participation in the internship program does not involve the acquisition of more commitments than those set forth in this Agreement.

Students / researchers will not receive any money for the completion of the training activities at CIEMAT. In no case typical obligations from a work contract will be derived from the training activities and they will not involve any link with CIEMAT.

In the absence of a labor relationship between the student / researchers and the CIEMAT, in the event that the end of the internship the student / researcher join its staff, the time spent will not count towards seniority.

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Trainees must comply with the rules of procedure of the CIEMAT, but they depend on CDTN to all administrative effects.

### **THIRD. - APPLICABLE TO CDTN**

CDTN will oversee the activities of students / researchers and take at its own risk and expense, for the development of this objective, the following actions:

1) The practices supervisor of each center, provide the CIEMAT information on educational cooperation programs and resolve all questions arising during the development of practices.

2) The head of each center practices, appoint a supervisor to be responsible for the mentoring of individual students / researchers participating in practices and monitoring their implementation.

### **FOURTH. - CORRESPONDS TO CIEMAT.**

CIEMAT, will takes its own risk and expense, with a view to the development of this objective, the following actions:

1) While working in an educational cooperation program, CIEMAT will facilitate the student's and researcher's completion of their studies and examinations and, except in duly justified and communicated prior to CDTN, not cancel the program that is envisaged in the relevant Annex.

2) CIEMAT, will appoint a supervisor to be responsible for the formation of each pupil and the valuation of his/her stay, providing the CDTN (the responsible practices of the Centre where the student / researcher are enrolled), the utilization report practice completion.

3) CIEMAT, at the end of practice, will send to CDTN a certificate recognizing the time performed during the student / researcher practices as well as its content.

### **FIFTH.- INSURANCE.**

CDTN undertakes to carry out health and accident insurance for participants, as well as liability insurance for the duration of the internship.

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## **SIXTH.- ANNEXES TO THE AGREEMENT.**

The place and time of implementation of activities and modalities of them shall be determined in Annexes to this Agreement. It will also include the relationship of students / researchers and tutors, the program of activities to develop, schedule and timetable, the assessment system and any other end that is deemed appropriate.

## **SEVENTH.- DATA PROTECTION AND CONFIDENTIALITY.**

On personal data to which students / researchers have access in the conduct of activities in the collaborating institution, will rest the duty of confidentiality and limitations on its use and transmission, imposed by Spanish Law 15/1999 of December 13<sup>th</sup>, Protection of Personal Data and other regulations consistent.

Any work or Knowledge arising from students / researchers work in the framework of this agreement shall be the property of CIEMAT. Also, the student / researcher must maintain the confidentiality of any other information they can learn as a result of activities, giving, for these purposes, their express consent.

## **EIGHTH.- OTHER AREAS OF COLLABORATION.**

The CIEMAT may develop with CDTN and its Departments research projects under the official announcements or promoted in the interests of both parties. These projects encourage the participation of students / researchers and the work done may be taken into account in the official recognition of research credits.

## **NINTH.- EARLY TERMINATION.**

If for any reason the parts agreed to early termination of the Agreement, the activities that had begun prior to the settlement Agreement, will not be affected by it, so that will continue until the term originally planned, so that the student / researcher not see diminished his/her expectations of training.

## **TENTH. - START AND DURATION.**

The term of this Agreement shall take effect three years from the date of signature. The agreement is automatically renewed for the same period unless terminated by either party.

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**ELEVENTH. - COMPLAINT.**

Either party may complaint about this Agreement by notifying the other party intervener in writing 3 months prior to the date you want the end of it or, where appropriate, of its extension. Contentious issues that may arise regarding the interpretation and application of or in connection with this cooperation agreement shall be first settled by the parties by mutual Agreement, and failing that, by the Courts of Administrative Litigation Order.

In witness whereof, the parties have signed this document, in duplicate to one effect and in all its forms, in the place and date recorded in its header.

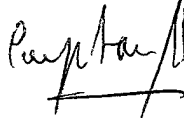
On behalf of **CDTN**



Waldemar Augusto de Almeida Macedo  
DIRETOR  
CDTN/CNEN

Signed **Dr. Waldemar Augusto de Almeida Macedo**  
Director of CDTN

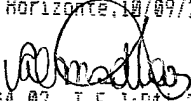
On behalf of **CIEMAT**



Signed **Dr. Cayetano López**  
General Director of CIEMAT



Reconheço por semelhança a(s) firma(s) de:  
Waldemar Augusto de Almeida Macedo\*\*\*\*\*  
Belo Horizonte, 10/09/2015 14:55:00 Marina



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