

JOINT DECLARATION OF INTENT

BETWEEN THE

Instituto Tecnológico de Costa Rica,

1 km South of Basílica de los Ángeles, 15th Street, Cartago Province,

Cartago, Dulce Nombre, 30109, Costa Rica

(hereinafter referred to as „ITCR“)

AND

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V.,

Hansastraße 27c, 80686 Munich, Germany

(hereinafter referred to as „Fraunhofer“)

on behalf of its legally dependent

Fraunhofer Institute for High-Speed Dynamics

Ernst-Zermelo-Strasse 4, 79104 Freiburg

(hereinafter referred to as „Fraunhofer EMI“)

(hereinafter individually also referred to as "**Participant**" and together as "**Participants**")

(No "Whereas-Clauses" but only a short explanation in full sentences of the previous history and preliminary events leading up to this Joint Declaration of Intent)

I. Intention of the Participants

This Joint Declaration of Intent (**Joint Declaration**) reflects a mutual interest of the Participants to generate and discuss ideas for future research and development projects in the field(s) of material and structural dynamics, to initiate and promote a scientific collaboration between ITCR and Fraunhofer EMI.

Based on research excellence at the Fraunhofer EMI in the field(s) of material and structural dynamics and of ITCR in the field(s) of material testing, modeling data analytics and the experience of Fraunhofer in industrial innovation and application-oriented research the Participants hereby jointly have come to the understanding to

1. assess and initiate the academic exchange and potential collaboration on joint publications and joint supervision of student works.
2. discuss the development of joint research projects in the above mentioned field(s) of interest and necessary prerequisites for an exchange of researchers between the Participants;

II. Areas of Mutual Interest

1. The assessment, preparation and development of future research and development projects (R&D-projects) to be agreed separately by separate written agreements between the Participants may include, but are not limited to the following areas of mutual interest:
 - Technologies and methods in material testing and characterization.
 - Data analytics and data science with material and structural testing data
 - AI-Methods in material modeling
2. For the further discussion of maybe possible R&D-projects in these areas of mutual interest, the Participants should involve their most appropriate key players and stakeholders: suitable representatives of Fraunhofer EMI and Suitable scientific research staff of ITCR will exchange ideas that are more precise and negotiate the prerequisites and conditions for any common activities in the future. Additional participants may be involved in the discussion by both Participants.

III. Separate Agreements for any kind of Cooperation

Whenever more than an exchange of scientific information or mutually announced and written agreed visits of scientists are planned to take place and in particular in case of joint research projects, such cooperation activities shall be described in a specific agreement to be agreed separately. Such separate agreement shall set forth a work plan, staffing requirements, cost estimates, funding sources, duration, intellectual property (license conditions, rights of use, etc.), obligations of confidentiality, applicable law and other legal obligations or conditions as deemed appropriate for the cooperation activity concerned.

IV. Cooperative Activities need agreed funding and personnel

1. Any cooperative activities or joint projects discussed in consideration of this Joint Declaration shall be subject to and dependent upon financial means and personnel available and agreed separately in written form by the Participants.
2. As far as no specific agreement on the financing of a planned cooperative activity has been agreed upon in writing between the Participants, any possibly resulting costs shall be borne by the Participant who incurred these costs.

V. Intentions and binding obligations

1. This Joint Declaration is only a statement of interest to foster genuine and mutually beneficial contacts and an exchange of Information between scientific staff of the Participants. Nothing in this Joint Declaration shall be seen or construed as creating any de facto company or any other kind of binding legal obligation between the Participants.
2. Changes to the content of this Joint Declaration with regard to the areas of mutual interest and forms of future cooperation are possible at any time.

VI. Miscellaneous

1. This Joint Declaration remains valid for a 3-year term once signed by both Participants. It can be terminated by either Participant at any time giving three (3) months prior written notice. Unless the Declaration is terminated at the latest 3 months before expiry of the 3-year term, it is extended twice for a further 1 year.
2. This Joint Declaration will be signed in duplicate copies in English, one for each Participant.

Cartago, _____

For ITCR
Maria Estrada Sánchez
Rectora

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Munich, _____

For
Fraunhofer Gesellschaft zur Förderung
der angewandten Forschung e.V.

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