

**LETTER OF INTENT BETWEEN THE NATIONAL INSTITUTE FOR
SPACE RESEARCH (INPE) AND DEUTSCHES ZENTRUM FÜR- LUFT-
UND RAUMFAHRT e.V. (GERMAN AEROSPACE CENTER, DLR)**

THE NATIONAL INSTITUTE FOR SPACE RESEARCH (hereinafter: "INPE"), a research unit of the Ministry of Science, Technology and Innovation (hereinafter: "MCTI"), registered with CNPJ / MF under number 01.263.896/0005-98, established at 1758 dos Astronautas Avenue, São José dos Campos, Sao Paulo, Brasil, Zip code 12227-010, qualified as a Scientific, Technological and Innovation Institution (hereinafter "ICT"), pursuant to Law Nr. 10,973 / 04, hereinafter referred as **INPE**, in this act represented by its Director, Dr. Clezio Marcos De Nardin, appointed by Ordinance Nr. 3,782, of October 1st, 2020, published in the D.O.U. of October 2nd, 2020, holder of Identity Card Nr. 060.817.277-7 - SSP/SP and CPF Nr. ***.545.830-**.

Deutsches Zentrum für Luft- und Raumfahrt e.V. (DLR), a registered non-profit association organised under the laws of the Federal Republic of Germany, with its registered office at Cologne, Germany, and its address at Linder Höhe, 51147 Köln, Germany, represented by its Executive Board - hereinafter referred to as "**DLR**" - , recognizing:


- a) that INPE conducts scientific research, technological development, operational activities, and training of human resources in the fields of Space science and Atmosphere, Earth Observation, Weather Forecast and Climate Studies, Space Engineering and Technology and related areas of knowledge, according to the policy defined by the Ministry.
- b) That DLR is the national aeronautics and space research centre of the Federal Republic of Germany. Its extensive research and development work in aeronautics, space, energy, transport and security is integrated into national and international cooperative ventures. Its Space Research Program combines the development, utilization and operation of space infrastructures and technologies, thus making significant contributions to the benefit of society;
- c) that INPE and DLR, hereinafter called the **PARTIES**, share certain common interests and priorities and therefore in a coordinated manner and by mutual agreement, express the intention to discuss the following subjects (hereinafter the "Purpose"):
 - the carrying out of research activities and joint academic guidance of undergraduate and graduate students in the themes indicated as being of common interest;
 - the carrying out of studies and research and development activities related to



- artificial intelligence, computer vision and image processing, and natural language processing applied to problems in the areas of remote sensing, meteorology, and aerospace engineering,
 - development and advancement of ground-based, airborne and spaceborne sensors as well as sensor-specific applications for Earth observation,
 - Earth observation with focus on environment, climate, greenhouse gases, wildfires as well as earth system modeling;
 - space weather observations and ionospheric processes,
- the potential for joint Earth observation mission.

Confidential information is all information and data acquired prior to or during the term of this Letter of Intent by one Party (the "Receiving Party") from the other Party (the "Disclosing Party") relating in any way whatsoever to the PURPOSE, provided it is clearly, expressly and conspicuously labelled as "confidential"/"secret".

The Parties undertake to, for the duration of this Letter of Intent and for a period of three years after expiry or termination of this Letter of Intent on

1. not to use the Confidential Information otherwise than for the Purpose;
 2. not to disclose such confidential information to third parties unless expressly authorised in writing by the Disclosing Party;
 3. to provide for that internal distribution to its employees takes only place on a strict need-to-know basis; and to
 4. to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form.
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The obligation to respect confidentiality does not apply if the Disclosing Party can prove that

1. the Confidential Information is generally available or accessible without breaching the confidentiality clauses of this Letter of Intent;
2. it acquired the Confidential Information – regardless of cooperation and Confidential Information under this Letter of Intent – from its own research and development work completely independently of any such disclosure by the Disclosing Party;
3. it acquired the Confidential Information – regardless of this Letter of Intent – from third parties without breaching the confidentiality clauses of this Letter of Intent;

4. it is required to disclose Confidential Information by order of a competent court, provided, the Receiving Party will immediately report this obligation in writing to the Disclosing Party and the Receiving Party uses all reasonable endeavours to minimise such disclosure; the Receiving Party shall reasonably cooperate with the Disclosing Party in order to avoid or limit such disclosure.

RESOLVE to establish this Letter of Intent, taking into account the following conditions:

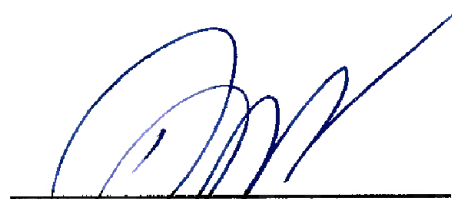
- 1) Both Parties wish to combine efforts to complement their experiences in areas of common interest, without prejudice to their individual and independent actions. Therefore, the provisions outlined in this Letter of Intent will not create any legally binding obligations between the Parties, with the exception of confidentiality obligations.
- 2) For the future execution of projects and activities related to this Letter of Intent, the participants will prepare Work Plans, which must be implemented through Agreements or other similar instruments for each project, which will also contain provisions on confidentiality
- 3) The execution of this Letter of Intent will not incur additional costs for both Parties and, if there is a need to transfer financial resources, the Parties may sign a specific instrument for this purpose.
- 4) This Letter of Intent will come into effect as of the date of its last signature and will remain in effect for 36 (thirty-six) months and may be terminated in advance, through written notice, with 30 (thirty) days in advance, from one Party to another or by mutual agreement.
- 5) Signed in English and translated to a Portuguese version. In case of divergence or for dispute resolution purposes, the English version will be used.

In witness of:



Prof Dr.-Ing. Anke Kaysser-Pyzalla
Chair of the Executive Board of DLR

04, 12, 2023



Dr. Clezio Marcos De Nardin
Director

04, 12, 23

Anke Pagels-Kerp

Dr. Anke Pagels-Kerp
Divisional Board Member for Space of DLR

01/12/2023

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