

**TERMO DE ENCERRAMENTO DO ACORDO DE PARCERIA Nº 12/2022 FIRMADO ENTRE SAMSUNG ELETRÔNICA DA AMAZÔNIA LTDA E UNIVERSIDADE FEDERAL DO CEARÁ COM A INTERVENIÊNCIA ADMINISTRATIVA DA FUNDAÇÃO DE APOIO A SERVIÇOS TÉCNICOS, ENSINO E FOMENTO A PESQUISAS – FUNDAÇÃO ASTEF – E COLABORAÇÃO TÉCNICA DO SIDI.**

Pelo presente instrumento particular e na melhor forma de direito, de um lado a **SAMSUNG ELETRÔNICA DA AMAZÔNIA LTDA.**, inscrita no CNPJ/MF sob o nº 00.280.273/0002-18, com endereço a Rua Thomas Nielsen Junior, nº 150, na cidade de Campinas, estado de São Paulo, doravante denominada simplesmente **SEDA-C**, neste ato representada, na forma de seu Contrato Social, e de outro lado a **UNIVERSIDADE FEDERAL DO CEARÁ**, autarquia federal, vinculada ao Ministério da Educação, inscrita no CNPJ 07.272.636/0001-31, com endereço à Avenida da Universidade, 2853, Bairro Benfica, em Fortaleza, Estado do Ceará, CEP 60020-181, doravante denominada **UFC**, neste ato representada nos termos do art.25, alínea b do seu Estatuto, pelo seu Reitor, Prof. Custódio Luis Silva Almeida, com interveniência administrativo-financeira da **FUNDAÇÃO DE APOIO A SERVIÇOS TÉCNICOS, ENSINO E FOMENTO A PESQUISAS – ASTEF**, entidade de direito privado, sem fins lucrativos, devidamente credenciada, com sede no Campus do Pici S/N, Bloco-710 – Sala B, Amadeu Furtado, Fortaleza – Estado do Ceará, CEP 60.445-900, inscrita no CNPJ sob o nº 08.918.421/0001-08, doravante denominada **ASTEF**, neste ato representada nos termos do seu Estatuto, pelo seu Presidente, Tomaz Nunes Cavalcante Neto, com a colaboração técnica do **SIDI**, entidade civil privada, sem fins lucrativos, sediada na Avenida República do Líbano, nº 251, Salas 2901, 2902, 2903 e 2904, Torre B, bairro Pina, Cidade do Recife, Pernambuco, CEP 51110-160, sob o CNPJ sob nº 06.176.586/0001-26, doravante denominado **SIDI**, neste ato representado na forma de seu Estatuto Social, por seu(s) representante(s) legal(is) ao final deste Instrumento devidamente identificados(s), e conjuntamente denominados como **CONVENENTES** resolvem firmar o presente Termo de Encerramento:



## CONSIDERANDO QUE:

- a) O Convênio de Cooperação Técnico Científica Nº 12/2022 assinado em 02 de fevereiro de 2022 teve como objeto o desenvolvimento do projeto de capacitação “Residência em Segurança da Informação”, sendo executado por pesquisadores do Departamento de Computação da **UNIVERSIDADE FEDERAL DO CEARÁ**, doravante denominada simplesmente de DC-UFC;
- b) O Convênio vigorou de 14/02/2022 até 31/08/2023, sendo devidamente executado conforme previsto no Convênio e Plano de Trabalho.

## 1) – DAS OBRIGAÇÕES PÓS-CONVÊNIO

A UFC e a ASTEF obrigam-se a cumprir as seguintes obrigações quando do encerramento do convênio:

- I. A UFC deverá manter toda a documentação técnica e, através da ASTEF, toda a documentação contábil relativa à execução das atividades de pesquisa e desenvolvimento previstas no PROJETO objeto do CONVÊNIO pelo tempo necessário para cumprimento de procedimentos administrativos e para fins de apresentação aos órgãos competentes e cumprimento das fiscalizações previstas na legislação vigente. Para que a UFC/ASTEF possa descartar ou destruir a documentação objeto desta cláusula, é necessário o aceite formal da SEDA-C por meio de documento assinado por representante legal e com firma reconhecida em cartório.
- II. A UFC/ASTEF deverá prestar todas as informações técnicas à SEDA-C, necessárias à comprovação do cumprimento das obrigações de pesquisa e desenvolvimento, previstas na Legislação pertinente.
- III. A UFC/ASTEF deve apresentar à SEDA-C em até 30 dias após o encerramento do CONVÊNIO o Relatório Demonstrativo Anual (RDA) referente ao ano-base de 2023.
- IV. Após a entrega do RDA para a SEDA-C e, havendo necessidade de alteração apontada pela mesma, a UFC/ASTEF se compromete a reformular em até 30

dias os relatórios demonstrativos apresentados, caso a SEDA-C os considere, justificadamente, que não foram elaborados em conformidade com o modelo referido no item 4.1.1.5 do CONVÊNIO.

- V. No caso de glosa, parcial ou total, na análise técnica, procedida pelo MCTI dos Relatórios Demonstrativos correspondentes à execução do PROJETO objeto deste CONVÊNIO, apresentado pela SEDA-C, a UFC/ASTEF se compromete a desenvolver todo o esforço no sentido de auxiliar a SEDA-C com a preparação da contestação à SEPIN na primeira instância, como na preparação do recurso administrativo ao Ministério da Ciência, Tecnologia e Inovação, na segunda instância, sem quaisquer ônus financeiros adicionais à SEDA-C.
- VI. Quaisquer bens que foram adquiridos em virtude do CONVÊNIO serão de propriedade da UFC e deverão ser utilizados em pesquisa e desenvolvimento até o final dos respectivos períodos de depreciação, conforme disposto na legislação pertinente. Tais recursos incluem, mas não se limitam a máquinas, equipamentos, materiais, programas e documentação correlata.
- VII. As obrigações das CONVENIENTES sobre as Cláusulas do Convênio referentes a Propriedade Intelectual, Direitos de Uso/Exploração e Sigilo, bem como para cumprimento das obrigações de pesquisa e desenvolvimento, previstas na Legislação pertinente, permanecerão em vigor após o encerramento deste CONVÊNIO, contado da data de assinatura do presente Termo, pelos prazos abaixo estabelecidos:
- Propriedade Intelectual: 3 (três) anos a contar do encerramento do convênio;
  - Direitos de Uso/Exploração: 20 (vinte) anos a contar do encerramento do convênio;
  - Sigilo: 3 (três) anos a contar do encerramento do convênio, salvo se existir no presente Convênio outro prazo específico maior;
  - Cumprimento das obrigações de pesquisa e desenvolvimento: 5 (cinco) anos a contar da data da entrega do RDA ano base 2023 pela Samsung;

## 2) - DA QUITAÇÃO

- a. A SEDA-C declara que recebeu os resultados entregáveis, juntamente com suas respectivas prestações de contas e relatórios técnicos devidos pela UFC, dando assim plena, rasa e irrevogável quitação, para nada mais reclamar a esse título.
  
- b. O valor planejado inicialmente foi de R\$ 2.101.943,01 (dois milhões cento e um mil, novecentos e quarenta e três reais e um centavo). O valor total efetivamente repassado pela SEDA-C para o referido Projeto foi de R\$ 1.927.554,55 (um milhão novecentos e vinte e sete mil quinhentos e cinquenta e quatro reais e cinquenta e cinco centavos) e o valor total executado no Projeto foi de R\$ 1.927.554,55 (um milhão novecentos e vinte e sete mil quinhentos e cinquenta e quatro reais e cinquenta e cinco centavos), dando plena, rasa e irrevogável quitação monetária.

E, por estarem assim as convenientes justas e convenientes, assinam o presente **TERMO DE ENCERRAMENTO** em 04 (quatro) vias de igual teor e forma, na presença de duas (02) testemunhas, e para um só efeito.

Campinas, 04 de outubro de 2023.

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**UNIVERSIDADE FEDERAL DO CEARÁ - UFC**  
Reitor – UFC

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**FUNDAÇÃO DE APOIO A SERVIÇOS TÉCNICOS, ENSINO E FOMENTO A PESQUISAS**  
- ASTEF  
Presidente – ASTEF

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**SAMSUNG ELETRÔNICA DA AMAZÔNIA LTDA.**

DocuSigned by:

*Renata Martins dos Anjos*

EA4E454FFED449...

DocuSigned by:

*Vitorino Sin*

56F992685F1247E...

**SIDI**

Testemunhas:

1. \_\_\_\_\_

2. \_\_\_\_\_

Nome:

Nome:

R.G.:

R.G.:

**Certificado de Conclusão**

Identificação de envelope: 299687E7F0B04F8F9C5C68BE689C40E7

Status: Concluído

Assunto: Complete com a DocuSign: Termo de encerramento\_UFC\_ASTEF\_Residência em Segurança da Informação\_...

Data Término Contrato (dd/mm/aaaa): 31/08/2022

Data Início Contrato (dd/mm/aaaa): 14/02/2022

Tipo Contrato: Outros

Envelope fonte:

Documentar páginas: 5

Assinaturas: 2

Remetente do envelope:

Certificar páginas: 8

Rubrica: 0

ADRIANE LINO FERREIRA

Assinatura guiada: Ativado

Selos: 5

Rua Aguaçu, 171 - Ed. Jacaranda

Selo com Envelopeld (ID do envelope): Ativado

SP, SP 13098-321

Fuso horário: (UTC-03:00) Brasília

a.lino@sidi.org.br

Endereço IP: 200.225.238.210

**Rastreamento de registros**

Status: Original

Portador: ADRIANE LINO FERREIRA

Local: DocuSign

06/10/2023 07:32:22

a.lino@sidi.org.br

**Eventos do signatário****Assinatura****Registro de hora e data**

Daniel Rejman

d.rejman@sidi.org.br

Consultor Jurídico

SiDi

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)



Usando endereço IP: 200.225.238.210

Enviado: 06/10/2023 07:42:20

Visualizado: 06/10/2023 09:24:46

Assinado: 06/10/2023 09:25:48

**Termos de Assinatura e Registro Eletrônico:**

Aceito: 06/10/2023 09:24:46

ID: ebe4e55a-ffe2-4d79-b1f3-046279e4645c

Renata Martins dos Anjos

renata.m@sidi.org.br

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

DocuSigned by:

Renata Martins dos Anjos

EA4E454FFFE0449...

Enviado: 06/10/2023 09:25:51

Visualizado: 06/10/2023 09:35:13

Assinado: 06/10/2023 09:35:42

Adoção de assinatura: Estilo pré-selecionado

Usando endereço IP: 177.194.50.87

**Termos de Assinatura e Registro Eletrônico:**

Aceito: 06/10/2023 09:35:13

ID: 0ea4105d-0757-4a72-b43d-c4666ba7c406

Vitorino Sin

vitorino.sin@sidi.org.br

Diretor de Controladoria

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

DocuSigned by:

Vitorino Sin

56F992885F1247E...

Enviado: 06/10/2023 09:35:45

Visualizado: 06/10/2023 09:51:05

Assinado: 06/10/2023 09:51:55

Adoção de assinatura: Estilo pré-selecionado

Usando endereço IP: 187.8.237.34

**Termos de Assinatura e Registro Eletrônico:**

Aceito: 06/10/2023 09:51:05

ID: b9a078af-90d6-47f7-8d43-8b2a2d383ce3

**Eventos do signatário presencial****Assinatura****Registro de hora e data****Eventos de entrega do editor****Status****Registro de hora e data****Evento de entrega do agente****Status****Registro de hora e data**

<b>Eventos de entrega intermediários</b>	<b>Status</b>	<b>Registro de hora e data</b>
<b>Eventos de entrega certificados</b>	<b>Status</b>	<b>Registro de hora e data</b>
<b>Eventos de cópia</b>	<b>Status</b>	<b>Registro de hora e data</b>
<b>Eventos com testemunhas</b>	<b>Assinatura</b>	<b>Registro de hora e data</b>
<b>Eventos do tabelião</b>	<b>Assinatura</b>	<b>Registro de hora e data</b>
<b>Eventos de resumo do envelope</b>	<b>Status</b>	<b>Carimbo de data/hora</b>
Envelope enviado	Com hash/criptografado	06/10/2023 07:42:20
Entrega certificada	Segurança verificada	06/10/2023 09:51:05
Assinatura concluída	Segurança verificada	06/10/2023 09:51:55
Concluído	Segurança verificada	06/10/2023 09:51:55
<b>Eventos de pagamento</b>	<b>Status</b>	<b>Carimbo de data/hora</b>
<b>Termos de Assinatura e Registro Eletrônico</b>		

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