

## MEMORANDUM OF UNDERSTANDING

Between

**NATIONAL UNIVERSITY OF SINGAPORE**

**acting through its LEE KUAN YEW SCHOOL OF PUBLIC POLICY**

And

**NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION (Enap)**



## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING is made**

**BETWEEN:**

- (1) **NATIONAL UNIVERSITY OF SINGAPORE**, a company limited by guarantee incorporated in Singapore under the Companies Act (Cap. 50) and having its registered address at 21 Lower Kent Ridge Road, Singapore 119077, **acting through its LEE KUAN YEW SCHOOL OF PUBLIC POLICY (LKYSPP)**, represented by PROF. DANNY QUAH, Dean and Li Ka Shing Professor in Economics of LKYSPP; and
- (2) **NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION (Enap)**, and having its principal address at SPO Área Especial 2-A, CEP 70.610-900, Brasília/DF, Brazil, represented by DIOGO GODINHO RAMOS COSTA, President of Enap.

(hereinafter jointly referred to as the "Parties" and singularly as a "Party".)

**WHEREAS** the Parties agree to promote joint research and development activities of mutual interest in accordance with their respective needs and objectives, and shall, by joint agreement, determine the areas and subject of such collaboration, on the basis of the understanding set out in this Memorandum of Understanding ("MOU").

### **1 AREAS OF COOPERATION**

The Parties agree to collaborate in the following relevant areas:

- (a) Reciprocal exchange of innovation tools and methodologies and training materials;
- (b) Joint live and distance learning events, such as courses, lectures, seminars and other similar events;
- (c) Reciprocal participation in live and distance learning events held by any of the Parties, such as courses, lectures, seminars and other similar events;
- (d) Joint research projects;
- (e) Interchange of faculty and students; and
- (f) Other activities agreed upon by both Parties.

### **2 MANAGEMENT COMMITTEE**

The Parties can appoint representatives to manage and oversee the collaborative activities contemplated under this MOU. The representatives of the Parties can meet as and when necessary to review progress in the implementation of activities related to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MOU.

### **3 ARRANGEMENTS AND FUNDING**

- 3.1 To implement the collaborative activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Party without the other Party's consent in writing.



- 3.2 The financial arrangement relating to each collaborative activity will be in accordance with the specific project agreement and programme of cooperation covering each collaborative activity. The Parties agree that in the absence of any specific agreement to the contrary, all expenses, including but not limited to, salary, travel, living and allied costs relating to each collaborative activity shall be borne by the Party who incurs such expenses.
- 3.3 This MOU does not represent a funding commitment by the Parties. Such commitments should be reflected in separate agreements that may be established by the Parties of this MOU. In addition, this MOU does not represent commitment of either party to give preferred treatment to the other in any matter contemplated in this MOU or otherwise.

#### **4 INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS**

- 4.1 The terms with respect to title to and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 3. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.
- 4.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

#### **5 PUBLICATION OF ARTICLES**

Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent.

#### **6 REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY**

- 6.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- 6.2 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MOU is in effect.
- 6.3 All information furnished in relation to this MOU by one Party to the other, which is clearly identified as proprietary or confidential at the time of disclosure, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MOU, unless agreed in writing between the Parties.
- 6.4 The provisions of Clause 6.3 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the



information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightfully received by the receiving Party from third parties without any breach of confidentiality obligations.

- 6.5 Clauses 6.3, 6.4 and 6.5 will survive the expiry or termination of this MOU for one (1) year from the date of expiry or termination of this MOU.

## **7 AMENDMENTS**

This MOU may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

## **8 TERM OF MOU**

- 8.1 This MOU shall commence on the date of last signature and shall remain in force for a period of five (5) years. Either Party may terminate this MOU by not less than six (6) months' prior written notice to the other Party of its desire to terminate. This MOU may be extended by the mutual agreement of both Parties in writing.
- 8.2 The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

## **9 DISPUTE RESOLUTION**

Any disputes arising under or in connection with this MOU which cannot be resolved by amicable discussions between the Parties shall be referred to the Presidents of the respective Parties or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the Parties.

## **10 NON-BINDING NATURE OF THIS MOU**

Despite the statements and obligations expressed herein and save for Clauses 4, 5, 6 and 8, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorised representatives of both Parties. Clauses 4, 5, 6 and 8 shall survive the expiry or termination of this MOU and shall be legally enforceable in accordance with their terms in any court of competent jurisdiction.

## **11 GOVERNING LAW**

- 11.1 In respect to its performance in Brazil, this MOU shall be governed by and construed in accordance with the laws of Brazil in which performance is being effected. In respect to its performance in Singapore, this MOU shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 11.2 Any dispute, controversy or claim ("Dispute") arising out of or in relation to this MOU, including any question regarding its existence, validity, invalidity, breach or termination or any dispute regarding any non-contractual obligations arising out of or in connection with it shall be resolved in accordance with the procedure in this clause:
- (a) in every case, the Parties will first discuss and attempt to resolve the Dispute in good faith. A senior representative or stipulate designation of party to



represent the Party of each Party with authority to settle the Dispute shall meet to seek to resolve the Dispute; and

- (b) either Party may at any time, by giving thirty (30) days' written notice ("Arbitration Notice") to the other Party, notify its intention to refer the dispute to arbitration pursuant to sub-clause (c) below; and
- (c) if the Parties cannot resolve any such Dispute within the thirty (30) day period of the Arbitration Notice, then either Party may refer the Dispute to arbitration for final resolution in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be London Court of International Arbitration (LCIA). The number of arbitrators shall be one (1), to be appointed by agreement between the Parties and, if no agreement has been reached within thirty (30) days after a proposal as to the identity of the arbitrator(s) is made by a Party, then by the LCIA. The place of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The arbitration shall be administered by the LCIA.

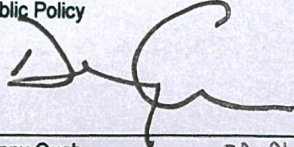
## 12. PUBLICATION OF THE MOU

In the case of Brazil, the MOU will be published according to the rules of Brazilian law. Enap will submit a copy of the proposed publication to NUS for NUS approval (which approval shall not be unreasonably withheld and/or delayed).

**IN WITNESS WHEREOF** the parties hereto have caused this MOU to be duly executed on the day and year first abovementioned.

SIGNED for and on behalf of

NATIONAL UNIVERSITY OF SINGAPORE  
acting through its Lee Kuan Yew School of  
Public Policy



Danny Quah 22 01 2021  
Dean and Li Ka Shing Professor in Economics  
Lee Kuan Yew School of Public Policy  
National University of Singapore  
Singapore

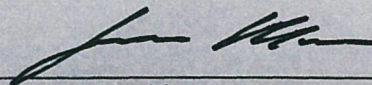
SIGNED for and on behalf of

NATIONAL SCHOOL OF PUBLIC  
ADMINISTRATION FOUNDATION

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GODINHO  
RAMOS COSTA  
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por DIOGO GODINHO  
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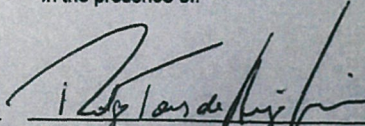
Diogo Godinho Ramos Costa  
President  
National School of Public Administration  
Foundation

In the presence of:



Francesco Mancini  
Associate Dean, Executive Education  
Associate Professor in Practice  
Lee Kuan Yew School of Public Policy  
National University of Singapore  
Singapore

In the presence of:



Rodrigo Torres de Araújo Lima  
Director of Executive Education  
National School of Public Administration  
Foundation