

COLLABORATION AGREEMENT

BETWEEN THE

ÉCOLE NATIONALE D'ADMINISTRATION PUBLIQUE (ENAP)

Represented by Mr. André Bourret, Director General

AND THE

ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA (Enap)

Represented by Mr. Francisco Gaetani, President

THE INSTITUTIONS,

École Nationale d'Administration Publique (ENAP), a legal entity governed by public law, created by virtue of the Law on the University of Québec (RLRQ c. U-1, situated in n° 555 Boulevard Charest Est, Québec (Québec), G1K 9E5, Canada represented by its Acting Director General, **André Bourret**, duly authorized,

hereinafter referred to as the « Enap Québec », on one side,

AND

Escola Nacional de Administração Pública (Enap), a legal entity governed by public law situated in SAIS – Area 2A – 70610-900, Brasília-DF, Brazil, represented by its President, **Francisco Gaetani**, duly authorized,

hereinafter referred to as the « Enap Brazil », on the other side,

Enap Québec and Enap Brazil hereinafter referred as "Parties",

CONSIDERING the willingness of the parties to promote collaboration among them in order to develop the skills and capacities of public servants and executives of public and private administrations and of civil society in Brazil.

CONSIDERING that the parties wish to formalize, through this Agreement, their respective commitments.

THE PARTIES AGREE AS FOLLOWS:**Article 1: Object of the Collaboration Agreement**

The purpose of this agreement is to define the principles and modalities of cooperation between Enap Brazil and Enap Québec. It aims at institutional support and the implementation of training activities to strengthen the capacities of public administration in Brazil.

Article 2: Cooperation Areas

Cooperation between the Parties will mainly include the following activities:

- Support capacity building through the provision of development activities;
- Support for capacity building through the provision of training for academic education;
- Support for capacity building at the municipal level;
- Institutional support.

The areas of cooperation are neither limiting nor exclusive. They may be extended to other areas or types of collaboration that may be appropriate for the purposes of this Agreement

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Article 3: Modes of implementation

This Agreement shall be operationalized by means of annual action plans to be agreed between the parties before 1 October of each year. The action plan will determine the program of activities to be carried out the following year.

The realization of each of the activities listed in the action plan will have to be the subject of specific agreements which will define the parameters concerning the products, deadlines, delivery or diffusion methods, project team, the fees, methods of payment, currency and payment dates, copyright and responsibilities of each party.

Article 4: Communication

For the purpose of implementing the Agreement, the parties agree to communicate by telephone, mail or e-mail. The Parties may communicate according to the information below.

By Escola Nacional de Administração Pública:

Ms. Hamilton Fernando da Cota Cruz, General Corrdinator for Institutional
Articulation
SAIS – Área 2A – 70610 – 900
Brasília, DF, Brazil
Telephone: + 55 (61) 2020 3065 E-
mail: internacional@enap.gov.br

By École Nationale d'Administration Publique:

Mr. Simon Chabot, Director of International Affairs
555, Boulevard Charest Est,
Québec (Québec), G1K 9E5, Canada
Telephone: +1 418 641 3000, p. 6232 E-
mail: simon.chabot@enap.ca

Article 5: Promotion and dissemination of joint activities

The parties agree with the participation of a Brazilian Institution, to be chosen by mutual agreement, to collaborate with the execution of the joint activities, as well as dissemination for the purpose of promotion and information of these activities, organized by ENAP Brazil and ENAP Québec.

In addition, it is agreed that any communication involving either party is subject to prior understanding.

Article 6: Modification of Agreement

A Party may at any time inform the other Party of its intention to terminate this Agreement. The Party taking the initiative shall give at least three (3) months' prior notice to the other Party. Termination of this Agreement does not relieve the parties of the obligations assumed. The parties may, in writing, agree to amend the Agreement between them.

Article 7: Language of Agreement and Settlement of Disputes

This Collaboration Agreement is written in French, Portuguese and English. In case of disagreement between the parties, the English version shall prevail. Any dispute concerning the interpretation on

implementation of the provisions of this Agreement shall be settled amicably. In the absence of an amicable settlement, the parties shall use mediation and arbitration, excluding any recourse to courts.

Article 8: Term of Agreement

This Collaboration Agreement is concluded for a period of three (3) years and, at the end of the term, will automatically renew for an equal period, under the same conditions, unless otherwise agreed in writing by the parties.

Article 9: Implementation


This Agreement shall enter into force on the date of its signature.

Done in Québec, in two (2) original copies, on [June 27th, 2017].

For Escola Nacional de Administração Pública,

For École Nationale d'Administration Publique,


Francisco Gaetani
President


WILAN-PIERRE MAZUCO
POUR
André Bourret
Director General