



## MEMORANDUM OF UNDERSTANDING

#### Between

# THE NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION (Brasilia, Brazil)

And

# THE INTERNATIONAL INSTITUTE OF SOCIAL STUDIES (The Hague, The Netherlands)

#### WHEREAS:

The International Institute of Social Studies (hereinafter "ISS") is a postgraduate school of policy-oriented social science whose diverse activities include teaching, interdisciplinary research and advisory work in the field of development studies. Founded by the universities of the Netherlands in 1952, the Institute is one of the world's leading centers of higher education and research in this field. Located in The Hague, and counting on an international faculty and student body, the Institute is, since 2009, part of the Erasmus University Rotterdam;

The National School of Public Administration Foundation - Brazil (in Portuguese: Fundação Escola Nacional de Administração Pública; hereinafter "Enap") is an institution established in the form of Law 6,871 of December 3, 1980, with a change of its name established by Law 8,140, of December 28, 1990, with headquarters in Brasília, under the Ministry of Planning, Development and Management, and it aims to promote, develop and implement training programs for human resources for the Federal Public Administration;

That the ISS and Enap (the "Parties" and individually a "Party") endorse the value of educational cooperation and cultural exchange and wish to formalize the guidelines by which the Parties may explore opportunities for cooperation and collaboration on issues of common interest and make their respective activities more effective;

The Parties agree to this Memorandum of Understanding (the "Memorandum"), as follows:

## SECTION 1 Objective

1.1. The purpose of this memorandum is to formalize a non-exclusive agreement of cooperation and facilitate collaboration between the Parties to promote programs and projects that foster cooperation between them, especially in educational initiatives, research and training of civil servants. These and any other activities agreed between

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the Parties will be subject to their objectives, functions, internal policies and procedures of each Party.

# SECTION 2 Cooperation Areas

- 2.1 The Parties may, in particular, explore the possibility of cooperation in the following areas of activity under the regulations applicable to each of the institutions, subject to availability of resources:
  - 2.1.1 Receiving visiting delegations;
  - 2.1.2 Exchange of visiting professors/lecturers and students;
  - 2.1.3 Joint training for government officials;
  - 2.1.4 Joint research activities;
  - 2.1.5 Participation in seminars and academic meetings;
  - 2.1.6 Joint conferences;
  - 2.1.7 Exchanges for Master's Programs;
  - 2.1.8 Exchange of relevant publications, academic materials and other information as occasional agreements;
  - 2.1.9 Potential exchange of information and consultations between the Parties whenever necessary and appropriate in order to identify additional areas of collaboration and their concrete activities for effective projects under this Memorandum.
- 2.2 Activities and specific programs should be developed considering the provisions of this document as well as any financial arrangements necessary for its implementation, and should be mutually discussed and agreed upon in writing by the Parties before it starts.
- 2.3 Any exchange of information between the Parties or dissemination of results and products will be subject to their respective policies and procedures on information disclosure.
- 2.4 Other related activities may also be agreed between the Parties, subject to the internal policies and procedures of each Party.

# SECTION 3 Parties Obligations

- 3.1. This Memorandum does not represent a funding commitment by the Parties. Such commitments should be reflected in separate agreements that may be established by the Parties under this Memorandum. In addition, this Memorandum does not represent commitment of either party to give preferred treatment to the other in any matter contemplated in this Memorandum or otherwise.
- 3.2. Enap will publish in the Official Gazette, at its own expense, the extract from this MOU, within the period and in the form of the sole paragraph of art. 61, combined with art. 116 of Law 8,666 of June 21, 1993.

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#### **SECTION 4**

#### Communication and notification

4.1 In order to facilitate the implementation of the working arrangements to be established by the Parties of this Memorandum, the communication channel for the Parties shall be:

#### 4.1.1. For ISS:

#### International Institute of Social Studies

Care of: Dr. Lee Pegler International Institute of Social Studies Kortenaerkade 12 2518 AX The Hague THE NETHERLANDS Phone: +31-70 -4260590

E-mail: pegler@iss.nl

#### 4.1.2. For Enap:

### National School of Public Administration Foundation

Care of: International Advisory (AI) SAIS Área 2A - Brasília - DF

CEP: 70610-900

BRAZIL

Phone: 5561 2020

E-mail: international@enap.gov.br

4.2. Each Party may, by written notice to the other Party, designate additional representatives or substitute representatives referred to in this Section by other representatives.

#### **SECTION 5**

### Validity, modification, termination and other matters

- 5.1. This Memorandum shall come into force upon signature by both Parties and remain in force for three (03) years from the date of signature and may be extended for another three years by each termination by mutual agreement of the parties.
- 5.2. The end of the term of this Memorandum will not affect other written agreements between the Parties unless expressly provided for in any such agreement.
- 5.3. This Memorandum may only be modified by written consent of the Parties, signed by the authorized signatories of both institutions.
- 5.4. This Memorandum may be terminated by either party with six months' notice to the other party in writing.
- 5.5. This Agreement shall apply only to cooperation items between International Institute of Social Studies and National School of Public Administration Foundation.
- Subject to the Party policies and procedures with respect to disclosure of information, the Parties may make publicly available this Memorandum.
- 5.7. In case of divergence of interpretation of the two language versions of this Memorandum, the English version shall prevail.

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### **SECTION 6 Settlement of Disputes**

6.1. Any disputes arising out of or related to the interpretation, modification and effects that may derive from the application of this Memorandum shall be settled amicably, by mutual agreement between the Parties.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have signed this Memorandum in two (2) originals, one (1) in Portuguese, and one (1) in English.

INTERNATIONAL INSTITUTE OF SOCIAL STUDIES (ISS)

(Authorized signature)

6 Name: Prof. Dr. Inge Hutter

Position: Rector

Dated (dd/mm/yyy):

27/02/2018

NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION (Enap)

Name: Francisco Gaetani

Position: President

Dated (dd/mm/yyy):
27/02/2018