

MEMORANDUM OF UNDERSTANDING

between

**THE NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION
(Brasília, Brazil)**

and

**THE UNIVERSITY OF TWENTE
(Enschede, Netherlands)**

WHEREAS:

The University of Twente, Enschede, the Netherlands, (UT) which is a public, not for profit research university, which focuses on the development of technology and its impact on people and society.

The National School of Public Administration Foundation – Brazil (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 whose mission is to promote, develop and implement training programs for human resources for the Federal Public Administration;

That University of Twente and Enap (hereinafter the "Parties" and individually a "Party") 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 (MOU) as follows:

SECTION 1

General

- 1.1. In order to facilitate international academic exchange, to develop academic and scientific relationships, as well as in support of collaborative research activities, the purpose of this MOU is to formalize a non-exclusive agreement of cooperation and facilitate collaboration between the Parties, especially in educational initiatives, research and training of the community of undergraduate and graduate students, civil servants, specialists in public policy in Brazil and in the Netherlands. These and any other activities

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

Project Agreements

- 1.2. The terms of cooperation for each specific activity implemented under this Memorandum of Understanding (MOU), including but not limited to financial aspects, shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. These Project Agreements shall be subject to the terms of this MOU.

Academic Freedom

- 1.3. Generally accepted principles of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, faculty who participate in the projects contemplated by this MOU.

Non-Discrimination

- 1.4. The Parties agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. However, participants will be cognizant of and abide by the laws of the host country. The University of Twente and Enap shall abide by these principles in the administration of this MOU, and neither institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this Memorandum and any related agreements.

Intellectual Property

- 1.5. Each Party to this MOU shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this Memorandum. IP ownership shall be agreed upon in individual project specific agreements between Enap and UT.

SECTION 2

Cooperation Areas

- 2.1. The Parties may 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 and students;

- 2.1.3. Exchange of students in graduate programs;
 - 2.1.4. Joint training for government officials;
 - 2.1.5. Internship Programs;
 - 2.1.6. Joint research activities;
 - 2.1.7. Participation in seminars and academic meetings and capstone projects;
 - 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. Specific activities (including but not limited to joint trainings, joint research, internships and exchanges) and specific graduate 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, subject to each Party's internal policies and regulations.
- 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

Obligations

- 3.1. 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 under 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.

Insurance

- 3.2. Each Party shall maintain its own liability insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other Party.

Students and others participating in programs contemplated by this MOU will be required to provide proof of adequate health insurance valid in the host country and acceptable to the host institution.

Conduct

- 3.3. Exchange faculty and students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university and/or college.

Use of Name

- 3.4. Any use of the name University of Twente or Enap, including any of its constituent colleges or programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOU shall be subject to prior written approval.

Non-Assignment

- 3.5. Neither Party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other Party.

Relationship of Parties

- 3.6. This Agreement shall not be construed to create a relationship of partners, employees, servants or agents as between Parties. The Parties to this Agreement are acting as independent contractors.

SECTION 4

Communication and Notification

- 4.1. The below named individuals are representatives of the respective Parties responsible for the development and coordination of the specific activities contemplated by this MOA. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

4.1.1. For Twente University

Name: Mrs Inge van Haare
Title: Coordinator International Affairs
Address: Drienerlolaan 5
Phone: +31 534892874
email: i.vanhaare@utwente.nl

Dr Jelle Ferwerda
Country Coordinator Brazil
Drienerlolaan 5
+31 534893398
j.g.ferwerda@utwente.nl

4.1.2. For the National School of Public Administration

Name: **Claudio Machado**
Title: Head of International Advisory
SAIS Área 2A – Brasília – DF
CEP: 70610-900
BRAZIL
Phone: + 55 61 2020 3143 / 3103
email: internacional@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 and Termination

Effective Date/Term

- 5.1. This MOU shall become effective upon signature of all parties and shall expire five (5) years after such date unless there are active project agreements operating under this MOU, in which case the MOU will be automatically extended until the termination of the Project Agreement (s) so long as the termination of the Project Agreement (s) is no more than three (3) months beyond the termination date of the MOU. No new Project Agreement (s) shall be undertaken after the original MOU expiration date. This MOU shall be reviewed in its final year and may be extended by mutual written agreement of the parties, subject to any internal review and approval process required by either party.
- 5.2. 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.

Termination

- 5.3. This MOU or any Project Agreement can be terminated at any time for material breach upon provision of written notice and a reasonable opportunity to cure. Termination may also occur for any reason upon six (6) months' written notice, in which case all reasonable efforts shall be made to minimize disruption of work under existing Project Agreement (s).

Divergence of Views

- 5.4. Any divergence of views between the Parties arising out of or relating to this MOU including interpretation or application of any provision therein will be settled amicably by the Parties.

Use of Name


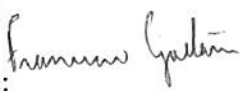
- 5.5. As a specific limited exception to the requirements set out in Section 3.4 above, each Party grants, for the term of this Agreement, a limited, non-exclusive royalty-free license to use its logo and name (the “Trademarks”), to the other Party, solely for the promotion of this Agreement and any joint programs and projects developed hereunder. The Parties shall agree in writing to the use of each Party’s Trademark for each specific joint program and project developed under this MOU.
- 5.6. Each Party agrees that each time it reproduces and/or republishes the other Party’s Trademark it shall do so in a form identical to that provided by each Party, without alteration.
- 5.7. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party’s name, trademarks, or other educational property in any manner whatsoever without prior written consent, in each instance.
- 5.8. The Parties acknowledge by this Agreement, that they acquire no right, title or interest in and to the other Party’s Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof.
- 5.9. The use of each Party’s Trademarks may not be assigned, transferred, shared or divided in any manner by the other party without the prior written consent in each instance.
- 5.10. This Agreement shall apply only to cooperation items between the University of Twente and the National School of Public Administration Foundation.
- 5.11. Subject to each Party’s policies and procedures with respect to disclosure of information, the Parties may make publicly available this Memorandum.

Language of Execution

- 5.12. Although all languages are deemed equally authentic, should this MOU be executed in more than one language, the English version shall control in the event of inconsistency in meaning or interpretation of term.

Entire Agreement/Modification

- 5.13. This MOU constitutes the entire agreement between the Parties and may be amended only in writing signed by all Parties.

For University of Twente Victor van der Chijs President Signature:  Date: 15-12-2017	For National School of Public Administration Foundation Francisco Gaetani President Signature:  Date: 15-12-2017
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