

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR**  
**WESTERN ASIA (UN-ESCWA)**  
**and**  
**PUBLIC ADMINISTRATION NATIONAL SCHOOL IN BRAZIL**

**WHEREAS** the United Nations Economic and Social Commission for Western Asia (hereinafter referred to as "UN-ESCWA"), having its Headquarters in Beirut, Lebanon, is responsible for promoting economic and social development in the Western Asia Region<sup>1</sup> and is mandated to formulate and promote development assistance activities and projects commensurate with the needs and priorities of the region and acts as an executing agency for relevant operational projects.

**WHEREAS** the Public Administration National School in Brazil (hereinafter referred to as "Enap"), having its headquarters in Brasília, Brazil, Enap is a center for dissemination and promotion of discussions on the frontier themes of knowledge related to public policy and public management;

**WHEREAS** UN-ESCWA and Enap (hereinafter referred to as "the Parties") have a common aim in implementing the activities involved in this agreement and have agreed that all activities shall be undertaken impartially without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, disability, or any other circumstances;

**THEREFORE**, on the basis of mutual trust and in the spirit of full cooperation, UN-ESCWA and Enap, respectively represented by their executive heads, have entered into the present Memorandum of Understanding (hereinafter referred to as the "MoU").

**Article I**  
**Objective and Scope**

This MoU sets forth the general terms and conditions of cooperation between the Parties (hereinafter referred to as the "Partnership").

**Article II**  
**Areas of Cooperation**

1. In pursuit of the aim of this Memorandum of Understanding, **UN-ESCWA** and the **Enap** have agreed to cooperate, through their appropriate organs, on any or all of the issues set below, as well as on any other areas of common interest that may jointly be defined and agreed upon in the future.

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<sup>1</sup> Algeria, Bahrain, Djibouti, Egypt, Iraq, Jordan, Kuwait, Lebanon, Libya, Mauritania, Morocco, Oman, Palestine, Qatar, Saudi Arabia, the Sudan, Syrian Arab Republic, Tunisia, United Arab Emirates, and Yemen.

2. The overarching goal of the collaboration is support to the implementation of joint programme focusing on the delivery of Arabic language training and capacity building support to government entities of member States and the offices of the United Nations in the Arab region as well as making training materials available to the public at large when possible.

3. The Parties will establish a joint programme for delivering selected Arabic-language training courses, and developing new training material as needed to improve the capacity of government actors to better deliver on the commitments of the 2030 Agenda. This plan includes:

- (a) The translation to Arabic of selected training courses;
- (b) The adjustment and adaptation to local contexts, if need be and as relevant, of existing training material produced by the Enap;
- (c) Hosting of these Arabic-language materials in ESCWA training portals and LMS and making these publicly available;

### **Article III** **Modalities of Cooperation**

1. This Memorandum of Understanding shall provide a framework for inter-institutional dialogue and cooperation between UN-ESCWA and Enap, and will include the following modalities as means of carrying out this cooperation:

- (a) In alignment with Article II of this MoU where the areas of cooperation are defined, the Parties shall work out a work plan of activities.
- (b) For any jointly implemented programmes or projects under the scope of this Partnership, the Parties agree to sign a separate implementation agreement. Such agreements will include a concept note outlining the technical details, a workplan, the estimated budget and relevant funding arrangements
- (c) Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation unless agreed by either Party upon a separate agreement to the other Party;
- (d) The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration, and shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under this MOU and to plan future activities;
- (e) The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of their party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences;

- (f) Consultation and exchange of information and documents under this MOU shall be confidential, whenever required to safeguard the confidential and restricted character of certain information and documents. Such arrangements may survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration;
- (g) Neither Party shall be entitled to enter into commitments or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties;
- (h) Both Parties and their employees, contractors, or agents shall not be considered, for any purpose whatsoever, as having a legal status connected with or dependent upon the other Party.

#### **Article IV** **Title rights**

1. Except as is otherwise expressly provided in writing in the MoU, the Parties shall be entitled to their own intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of this MoU.
2. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of either Party: (i) that pre-existed the performance by either Party under this MoU, or (ii) that either Party may develop or acquire, or may have developed or acquired, independently of the performance of this MoU, neither Party shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party in each case.
3. The ownership of intellectual property and other proprietary rights with regards to all materials jointly produced in consequence of or in the course of the execution of this MoU shall be agreed upon on a case-by-case basis, in writing. In principle, such rights shall belong to the Party generating the material, and the other Party shall be granted a worldwide, non-exclusive, perpetual and royalty-free license to use the intellectual property for non-commercial purposes.

#### **Article V** **Reporting requirements**

1. The focal points of both Parties shall consult with one another, prepare and submit to the executive heads of both Parties joint progress reports on the progress of the Partnership. At a minimum, the focal points shall prepare an annual report.

**Article VI**  
**Entry into Force, Amendment and Termination**

1. The terms of this MoU shall commence upon signature of the present MoU by both parties and shall remain in effect as agreed by both parties, until 31<sup>st</sup> December 2030. This agreement could be extended upon agreement by both parties.
2. This MoU may be modified or amended only by written agreement between the Parties with clear justification for the need for amendment.
3. Either Party shall have the right to terminate this MoU within thirty (30) days of a written notice to the other Party to this effect. Upon receipt of a notice of termination, the Parties shall take immediate steps to terminate their activities under this MoU. This shall also apply in cases of force majeure (acts of nature, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force).

**Article VII**  
**Dispute Settlement**

Any dispute, controversy or claim arising out of the present Agreement, including breach and termination thereof shall, unless it is amicably settled by direct negotiations, be referred to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

**Article VIII**  
**Privileges and immunities**

Nothing in or related to the present MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of UN-ESCWA or the United Nations, including its subsidiary organs, outlined in the Convention on the Privileges and Immunities of the United Nations of 13 February, 1946.

**Article IX**  
**Notices**

Any notice required to be given by either party under this Agreement shall be given in writing in English, shall be deemed given when actually received by the other party, and

shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail as follows:

**To UN-ESCWA:**

Name: Youness Abouyoub  
Title: Chief, Governance & State-Building  
  
Address: UN House, Beirut, Lebanon  
  
Telephone: +961 1 978 204  
Facsimile:  
Electronic mail: [abouyouby@un.org](mailto:abouyouby@un.org)

**To ENAP**

Name: João Vitor Faria Domingues  
Title: General Coordinator for Institutional Relations  
Address: SPO Área especial 2-A - Asa Sul, Brasília - DF, 70610-900  
Telephone: + 55 61 2020 3143  
Facsimile:  
Electronic mail: [articulacao@enap.gov.br](mailto:articulacao@enap.gov.br)

Name: Mohammad Zuheir Bakleh  
Title: Information Management Officer  
Address: UN House, Beirut, Lebanon  
Telephone: +961 1 978 204  
Facsimile:  
Electronic mail: [bakleh@un.org](mailto:bakleh@un.org)

**IN WITNESS WHEREOF** the undersigned duly authorized representatives of the UN-ESCWA and Enap, have signed this Agreement in two original copies, each in English, at the place and on the day below written.

**For UN-ESCWA**

Signature: \_\_\_\_\_

Nasser Shammout, Director  
Resource Management and Services  
Development Division  
Beirut

Date: 10-03-2025

**For ENAP**

Signature: \_\_\_\_\_

Betânia Peixoto Lemos  
President  
National School of Public Administration  
Brasília, Brazil

Date: \_\_\_\_\_