

Memorando de Entendimento nº 7/2020/ASAIN/GABIN

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ASSOCIAÇÃO COLUMBIA GLOBAL CENTER/BRASIL

AND

THE FUNDAÇÃO ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA (NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION)

Wishing to enhance relations between the two institutions in the areas of education, research and other activities, the **ASSOCIAÇÃO COLUMBIA GLOBAL CENTER/BRASIL**, a non-profit association, located at Rua Candelária, nº 9, 3º andar, Centro, Rio de Janeiro/RJ, CEP 20.091-020, registered with CNPJ n. 15.730.628/0001-10, hereafter referred to as 'Columbia', represented by its Director, Prof. Thomas Joseph Trebat, American, Economist, holder of RNE n. V838464-3, issued by CGPI/DIREX/DPF, and registered with CPF nº 440.967.807-82, and the **FUNDAÇÃO ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA**, a public foundation linked to the Ministry of Economy of Brazil, located at SPO Área Especial 2-A, Asa Sul, Brasília/DF, CEP 70.610-900, registered with CNPJ nº 00.627.612/0001-09, hereafter referred as 'Enap', represented by its President, Mr. Diogo Godinho Ramos Costa, Brazilian, holder of CNH nº 0203936232 DETRAN/RJ, and registered with CPF nº 097.376.087-71, hereinafter the 'Parties' and individually a 'Party', 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 students and civil servants of ENAP and Columbia. These and any other activities agreed between the Parties will be subject to the objectives, functions, internal policies and procedures of each Party.

Academic Freedom

1.2. 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

1.3. 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. Columbia 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 Rights

1.4. None of the Parties claim, by virtue of this Memorandum, any right or legal interest in existing or pending intellectual property, including patents, trademarks, copyright, design patents or other rights of the other Party or in any intellectual property that might result from the other Party's prior activities.

SECTION 2

COOPERATION AREAS

2.1. The areas of cooperation will include any program offered at each institution, which is determined to be desirable and feasible for the achievement of these objectives. However, any specific program shall be subject to the availability of funds and the mutual agreement of the institutions. Such programs may include:

- a. Exchange of faculty members;
- b. Professional internship;
- c. Receiving visiting delegations;
- d. Joint research projects;
- e. Participation in seminars and academic meetings and capstone projects;
- f. Exchange of relevant publications, academic materials and other information as occasional agreements.

2.2. 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.

2.3. 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.

2.4. 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.

2.5. 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 Neither Party has any binding obligation under this agreement. Any future responsibilities or obligations of the Parties will be memorialized in a separate agreement, to be independently executed by both Parties at a later date.

3.2. 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.

3.3. 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

3.4 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

3.5. Any use of the name Columbia 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.

United States Foreign Corrupt Practices Act.

3.6. Under United States law, it is illegal for either Party to this agreement to either directly or indirectly offer, provide money, or give anything of value to any governmental official, employee, or candidate for political office for the purpose of influencing an official decision or action, in order to obtain or retain business arrangements, or in order to secure favorable treatment. Accordingly, the Parties agree that they will not engage in the activity described in this provision or otherwise violate the United States Foreign Corrupt Practices Act. Should a Party do so, the other may terminate this agreement immediately and without notice.

SECTION 4

VALIDITY AND PUBLICATION

4.1. This MoU will come into effect as of the date of the last signature of both versions, in Portuguese and in English, for an initial period of 5 (five) years, which may be extended by mutual written agreement between the parties.

4.2. 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.

Modification and Termination

4.3. Any of the Parties may, with or without cause, and upon a minimum of six (6) months written notice to the other, terminate this MOU. In the case of termination, any programs or agreements made pursuant to this MOU shall remain in effect according to their respective terms.

Divergence of Views

4.4 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.

Language of Execution

4.5. Two signed originals of this Memorandum of Agreement will be produced in English and two will be produced in Portuguese, each one in English and in Portuguese to reside with each Party.

4.6. Although 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.

For the **Associação Columbia Global Center/Brasil**

For the **Fundação Escola Nacional de
Administração Pública (Enap)**

Thomas J. Trebat
Director

Diogo Godinho Ramos Costa
President



Documento assinado eletronicamente por **Diogo Godinho Ramos Costa, Presidente**, em 08/06/2020, às 17:38, conforme horário oficial de Brasília e Resolução nº 9, de 04 de agosto de 2015.



Documento assinado eletronicamente por **Thomas J. Trebat, Usuário Externo**, em 09/06/2020, às 10:23, conforme horário oficial de Brasília e Resolução nº 9, de 04 de agosto de 2015.



A autenticidade deste documento pode ser conferida no site <http://sei.enap.gov.br/autenticidade>, informando o código verificador **0381995** e o código CRC **5E9A672C**.

ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA
SAIS - Área 2A, Brasília/DF, CEP 70610-900
Telefone: 55 61 2020 3000 e 55 61 2020 3021
www.enap.gov.br - enap@enap.gov.br

Referência: Processo nº 04600.001682/2020-11

SEI nº 0381995