

BRA/LCOO/IV0001/2019

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FUNDAÇÃO ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA (ENAP)

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)

The FUNDAÇÃO ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA ("ENAP") and the International Organization for Migration ("IOM"), an organization part of the United Nations system (also hereinafter referred to individually as a "Party" and collectively as the "Parties"),

TAKING NOTE that the purposes of ENAP are to strengthen the training and development of public employees, adequate to the needs of government institutions; to produce, promote and disseminate knowledge and research applied to public management; to act as a pole of innovation and experimentation in the management of public policies; and to act as a space for articulation and connection between national and international institutions and public agents.

TAKING NOTE that IOM, committed to the principle that humane and orderly migration benefits migrants and society, acts to: assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants.

CONSCIOUS of the need for closer cooperation between ENAP and IOM in matters of common interest, and desirous of further enhancing and strengthening such cooperation.

TAKING NOTE of the provisions of the host agreement on Legal Position, Privileges and Immunities between IOM and the Federal Republic of Brazil (Decree n. 8503/2015).

HAVE AGREED AS FOLLOWS:

CLAUSE ONE – GENERAL PRINCIPLES OF COOPERATION

- 1.1. Within their respective mandates and subject to available resources, ENAP and IOM shall act in close collaboration and hold consultations on all matters of common interest. To this end, the Parties shall consider the appropriate framework for such consultations as and when necessary.
- 1.2. ENAP and IOM agree that the activities related to migration policy monitor and development of ENAP and the related IOM activities shall be coordinated, to the extent possible, in an effort to achieve the maximum cooperation and the elimination of unnecessary duplication between them, and that when common interests so dictate, either Party may request the cooperation of the other.
- 1.3. Each Party shall endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.

CLAUSE TWO – EXCHANGE OF INFORMATION AND DOCUMENTATION

- 2.1. ENAP and IOM agree to exchange information and documentation in the public domain to the fullest extent possible on matters of common interest.

- 2.2. Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between the two Parties.

CLAUSE THREE – JOINT ACTION

- 3.1. ENAP and IOM may, through special arrangements, decide to act jointly in the implementation of projects that are of common interest. Special arrangements shall define the modalities for the participation of each Party in such projects and shall determine the expenses payable by each of them.
- 3.2. ENAP and IOM may, whenever they consider it desirable, set up commissions, committees or other technical or advisory bodies, on terms and conditions to be mutually agreed upon in each case, to advise them on matters of common interest.
- 3.3. This MOU does not represent a funding commitment between the Parties. Such commitments should be set in separate agreements that might be celebrated between the parts in the scope of this MOU. Additionally, the current MOU does not represent a commitment from either Party to give each other preferential treatment in any topic, foreseen in this MOU or not.

CLAUSE FOUR – AREAS OF COOPERATION

- 4.1. Without prejudice to cooperation in additional fields, within their respective mandates and subject to the availability of resources, the Parties agree to consider the following areas for mutual cooperation:
- Join project implementation;
 - Reception of visiting delegations;
 - Exchange of professionals (researchers, public employees, and professors) and students;
 - Exchange of joint publications, relevant academic and technical materials, and relevant information;
 - Training and capacity building;
 - Data analyse and collection;

- Public policy measurement, support, and development;
- Research studies and knowledge production;
- Dissemination activities, divulgation, and networking.

4.2. Specific activities (including but not limited to joint practice, internship and exchange) and post-education and training specific programs as well as any financial adjustments necessary to implement them may be developed under this document. They shall be mutually discussed and agreed upon in writing by the Parties prior to its initiation through a specific agreement, and they will be subject to the internal policies and regulations of each Party.

4.3. The Parties interested in exchanging professionals or students may do it, being each Party entrusted to obtain the respective funding, by specific agreement between the Parties.

4.4. Any exchange of information between the Parties or the dissemination of results and products will be subject to both Parties' policies and procedures concerning the disclosure of information.

4.5. Other related activities may be agreed upon by the Parties. Those activities will be subject to the internal policies and procedures of each Party.

CLAUSE FIVE – COOPERATION BETWEEN THE SECRETARIATS

5.1. The President of ENAP and the Chief of Mission of IOM in Brazil shall take appropriate measures to ensure effective cooperation and liaison between the Focal Points of the Parties. This includes close cooperation in the field, in particular in locations where both Parties are represented.

CLAUSE SIX – IMPLEMENTATION OF THE MEMORANDUM

6.1. The President of ENAP and the Mission in Brazil of IOM shall consult each other regularly on matters relating to this MOU.

CLAUSE SEVEN – SUPPLEMENTARY ARRANGEMENTS

- 7.1. ENAP and IOM may enter into such supplementary arrangements for the purpose of cooperation and coordination as may be found desirable.

CLAUSE EIGHT – CONFIDENTIALITY

- 8.1. All information including personal information which comes into the Parties' possession or knowledge in connection with this MOU is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned. The Parties shall comply with the IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this MOU. The obligations under this Article shall survive the expiration or termination of this MOU.

CLAUSE NINE – INTELLECTUAL PROPERTY

- 9.1. Intellectual property rights, including copyrights and patents related to new products developed under the scope of the projects and activities resulting from this MOU may be shared by ENAP and IOM. The Contracting Parties shall independently have the right to publish, reproduce, adapt, translate and distribute the protected product, in parts or in its whole, that have been produced after the approval and during the term of the present MOU.
- 9.2. IOM will have the non-exclusive right to use, with no royalties payment, of the materials and knowledge used in the project and executed activities under the scope of the present MOU, that are property of or have been developed by ENAP, and will not, in any form, authorize its use by third parties without the written consent of ENAP.

CLAUSE TEN – STATUS OF IOM

- 10.1. Nothing in or relating to the MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

CLAUSE ELEVEN – DISPUTE RESOLUTION

- 11.1. The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
- 11.2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

CLAUSE TWELVE – ENTRY INTO FORCE, AMENDMENTS AND DURATION

- 12.1. This Agreement shall enter into force on the date of its signature by the duly authorized representatives of the Parties. Upon its entry into force, the Parties will publicize it among their field and headquarters personnel.
- 12.2. This Agreement may be amended by mutual consent of the Parties. The proposed amendment should be made in writing to the other Party and shall enter into force upon its acceptance in writing by the Parties.
- 12.3. Either of the parties may terminate this MOU by giving 6 (six) months' written notice to the other Party.

IN WITNESS WHEREOF, the undersigned representatives of the Fundação Escola Nacional de Administração Pública and of the International Organization for Migration have signed the present MOU.

Signed in duplicate in English on the dates and at the places indicated below.

For and on behalf of
The Fundação Escola Nacional de Administração
Pública

Signature



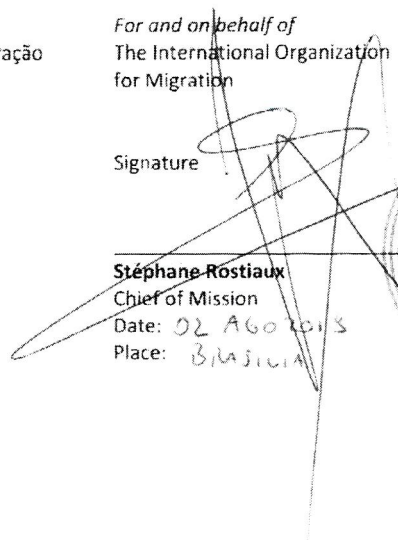
Diogo G. R. Costa
President

Date: 02 AGO 2019

Place: Brasília

For and on behalf of
The International Organization
for Migration

Signature



Stéphane Rostiaux
Chief of Mission

Date: 02 AGO 2019

Place: Brasília

