

TECHNICAL COOPERATION AGREEMENT

BETWEEN

NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION

AND

DEMOS RY

Wishing to enhance relations between the two institutions in the areas of education, research and other activities, the **NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION**, a public foundation linked to the Ministry of Economy of Brazil, located at SPO Área Especial 2-A, Asa Sul, Brasília/DF, Brazil, CEP 70.610-900, registered with CNPJ n. 00.627.612/0001-09, hereinafter referred to as 'Enap', represented by its President, Mr. Diogo Godinho Ramos Costa, Brazilian, holder of CNH n° 0203936232 DETRAN/RJ, and registered with CPF n. 097.376.087-71, and **DEMOS RY** a non-profit association, located at Mechelininkatu 3d, 00100 Helsinki, Finland, hereafter referred to as 'Demos ry', represented by its Chief Executive, Juha Leppänen, hereinafter the 'Parties' and individually a 'Party', agree to this Technical Cooperation Agreement ('Agreement'), in view of what is contained in Process no. 04600.001544/2021-13, and in compliance with the applicable provisions of Law no. 8666/1993, subject to the following clauses and conditions:

CLAUSE ONE – OBJECT

1.1. The purpose of this Agreement is to establish the general bases for the scientific and technical cooperation between Enap and Demos ry in the capacity building of public servants, in the promotion of a culture of innovation and experimentation in the public sector as well as in the institutional development of both organizations.



1.2. Nothing contained in this Agreement shall be deemed to constitute either Party becoming the agent or legal representative of the other, nor create any fiduciary relationship between them. It is not the intention of the Parties to create nor shall this Agreement be construed to create any commercial relationship or other partnership. Neither Party shall have any authority to act for or to assume any obligation or responsibility on behalf of the other Party.

CLAUSE TWO – WORK PLAN

2.1. To achieve the agreed object, the Parties oblige themselves to comply with the work plan which, regardless of transcription, is an integral and inseparable part of this Technical Cooperation Agreement, as well as all technical documentation resulting from it, and the Parties also agree with all the data contained therein.

CLAUSE THREE – FORMS OF COOPERATION

3.1. The cooperation provided for in this Agreement will be implemented through:

- a) joint promotion of events on topics of common interest, such as courses, lectures, seminars and others initiatives of a similar nature, in person or at a distance, including (but not limited to) Enap's Frontiers & Trends event series, Enap's International Master of Public Policy and short courses for senior executives at the three levels of government in Brazil (local, state and federal);
- b) offering reciprocal spots at events promoted by each of the Parties, such as courses, lectures, seminars and others of a similar nature, subject to the applicable selection criteria and the availability of spots;
- c) joint technical and scientific research projects;
- d) joint innovation projects;
- e) exchange of knowledge, experiences, information and scientific research derived from the activities of the Parties;
- f) exchange of relevant publications, academic materials and other information; and
- g) exchange of faculty members, researchers, civil servants/employees and students.



3.2. The activities referred to in this clause that require legal formalization for its implementation will have their specific conditions (such as description of tasks, financial responsibilities, deadlines for execution and others) defined in specific instruments separated from this Agreement agreed by the Parties.

CLAUSE FOUR – THE PARTIES' ASSIGNMENTS

4.1. The duties of both Parties are:

- a) designate a unit to act as an integration agent (in order to carry out the activities covered by this instrument), which will be responsible for providing information and solving doubts;
- b) receive, on their premises, the employee(s) and/or civil servant(s) indicated by the other Party, in order to develop activities inherent to the object of this Agreement;
- c) provide the information and guidelines necessary for the best development and the strict compliance with this Agreement;
- d) monitor and inspect the activities developed within the scope of this Agreement through its representative;
- e) immediately bring to the attention of the other Party a fact that interferes or may interfere with the progress of the activities developed under this Agreement for the adoption of the appropriate measures; and
- f) notify, in writing, the other Party of imperfections, flaws or irregularities verified in the execution of the activities resulting from this Agreement.

CLAUSE FIVE – DISCLOSURE OF ACTS AND USE OF THE MARK

5.1. The disclosure of the acts performed as a result of this Agreement will be educational, informative or aimed at disseminating information and knowledge.

5.2. The Parties undertake to submit in advance, in writing, to each other's approval, any and all matters resulting from the execution of this Agreement to be eventually disseminated through advertisements, publications, reports and others.

5.3. The trademark of a Party, represented by its titles and logos, can only be used by the other Party with its prior and express authorization.



CLAUSE SIX – EXECUTION AND SUPERVISION

6.1. This Agreement will be executed and supervised by the Parties (or by whom they designate), who will have wide powers to perform any acts that are intended to maintain and improve its object.

CLAUSE SEVEN – FINANCIAL OBLIGATIONS

7.1. This Agreement does not imply any financial commitments or transfer of resources between the Parties nor does it generate the right to indemnities, except in the case of loss or damage to equipment, facilities and other materials loaned by one Party to the other.

7.2. The cost of the expenses inherent to the activities eventually agreed upon between the Parties will be on account of the budgetary allocations of each one of them and of the resources from other sources that are obtained in order to the faithful fulfillment of this Agreement, without indemnification from one or the other and without transferring financial resources.

7.3. In case the Parties agree that they need to transfer funds between them in order to make this Agreement effective, a specific instrument for this purpose separated from this Agreement must be signed by them.

CLAUSE EIGHT – EFFECTIVE TERM

8.1. This Agreement will be valid for 5 (five) years, counted from its publication in the Official Gazette of the Federal Government of Brazil (‘DOU’), and may be extended through the execution of an Addendum.

CLAUSE NINE – AMENDMENT

9.1. This Agreement may be amended during its effective term by mutual agreement of the Parties. No amendment of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.



CLAUSE TEN – TERMINATION

10.1. This Agreement may be terminated at any time prior to its closing by mutual written consent of both Parties or by one Party upon thirty (30) days prior written notice to the other Party.

10.2. The eventual termination of this Agreement will not affect the execution of those activities that have already been instituted by the Parties, which should be carried out normally until their end.

CLAUSE ELEVEN – OMITTED CASES, DOUBTS AND DIVERGENCES

11.1. Omitted cases, doubts or any divergences arising from the execution of this Agreement will be resolved by the Parties through consultations and mutual understanding after hearing the units responsible for its execution and inspection.

CLAUSE TWELVE – JURISDICTION

12.1. The issues arising from the execution of this Agreement that cannot be resolved administratively will be processed and judged in the Federal Court of Brazil, in the Forum of the city of Brasília/DF, excluding any other, however privileged it may be.

CLAUSE THIRTEEN – PUBLICATION

13.1. Enap will arrange for the publication of an extract from this Agreement in the Official Gazette of the Federal Government of Brazil ('DOU'), under the terms of the sole paragraph of art. 61 of Law No. 8,666, of June 21, 1993.

CLAUSE FOURTEEN – LANGUAGE OF EXECUTION

14.1. Two (2) signed originals of this Agreement will be produced in English and two (2) will be produced in Portuguese, one in English and one in Portuguese to reside with each Party.



14.2. Even though this Agreement will be executed in more than one language, the English version shall prevail in the event of inconsistency in meaning or interpretation of terms.

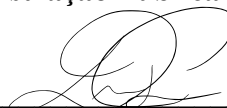
IN WITNESS WHEREOF, the Parties hereto, each acting through their duly authorized representatives, sign the present Agreement in four (4) originals, two (2) in English and two (2) in Portuguese.

For **Demos ry**



Juha Leppänen
Chief Executive

For **Fundação Escola Nacional de
Administração Pública**



Diogo Godinho Ramos Costa,
President of Enap