MEMORANDUM OF UNDERSTANDING

For

Cooperative Activities

Between

The National School of Public Administration of Brazil (ENAP)

And

The Organisation for Economic Co-operation and Development

Preamble

The National School of Public Administration (ENAP) is a federal public foundation linked to the Brazilian Ministry of Planning, Budget and Management. It is responsible for the training of high officials in the Brazilian government and for promoting crucial public policy and governmental management debates. ENAP, with a decisive support from national and international partners, is setting up a public sector innovation lab. Moreover, ENAP is widely recognized, both inside and outside government, as a natural venue for experimentation, training and exchange. ENAP departs from a previous experience related to innovations in government, as it has been conducting a "Public Management Innovation Contest", which has been annually identifying and granting recognition to innovative initiatives within the Brazilian federal government, since 1996.

The Organisation for Economic Co-operation and Development (OECD) has developed an Observatory of Public Sector Innovation (OPSI) which systematically collects and analyses examples of public sector innovation to provide practical advice to countries on how to make innovations work. The OPSI conducts policy-oriented research on frameworks, systems and methods to generate, support, evaluate, scale and disseminate innovations in government. The OPSI's online platform is a place where users interested in public sector innovation can access information on innovations, share their own experiences, and collaborate with other users.

The collaboration between ENAP and the OECD is framed within the broader Co-operation Agreement signed on 3 June 2015 and the Joint Declaration on OECD-Brazil Work Programme signed on 3 November 2015 between Brazil and the OECD. The Programme of Work refers to the collaboration between Brazil and the OECD Observatory of Public Sector Innovation under item 27.

1. Purpose of the MOU

This MOU between the ENAP and the OECD (individually a "Party" and collectively the "Parties") sets out the conditions for cooperation towards achieving a common goal of producing, organizing and disseminating content related to government innovation and leveraging each organization's visibility and network in the field of innovative practices in the public sector.

Any activities conducted under this MOU are subject to their inclusion in the Parties' respective programmes of work and budgets and to the availability of funds. They shall be carried out in accordance with their respective rules and practices.

2. Areas of Cooperation

The collaboration of the Parties will focus on a number of substantive areas, which will include, but not be limited to:

- The governance of public sector innovation including aspects related to the processes, methods and organization of innovation as applied in the public sector, including innovation laboratories;
- Measures to promote, evaluate, replicate, scale and disseminate innovative practices;
- Barriers and enablers of public sector innovation including in the area of human resource, financial and digital infrastructure management; and
- Measurement of public sector innovation.

3. Forms of Cooperation

The Parties may cooperate by various means, which will include, but not be limited to:

- Linking websites, sharing public content, and production of new content online;
- On-line discussions and events:
- Convening Communities of Practice – these are for example thematic discussions among experts taking place in the OECD Observatory of Public Sector Innovation (OPSI) online platform
- Publishing ENAP´s innovation programs/cases into OECD OPSI database;
- Co-organising events;
- Exchange information on innovative programs and practices through existing newsletters;
- Supporting the implementation of specific innovation activities (e.g. training);
- Know-how sharing;
- Exchange of staff, subject to the signature of a separate agreement; and
- Sharing of good practices in public sector innovation among public officials.

4. Contributions of the Parties

ENAP will contribute to the cooperative activities in one or more of the following ways:

Exchange of content and development of new content online

1. Sharing OECD's publicly available material (including journal / blog articles, case description, news, papers and publications) on ENAP Portal, subject to OECD's rules and procedures on dissemination. In doing so, content from OECD will be accessible via **direct link back to the original site**. In all cross-promotion activities, **OECD content will be clearly marked** and attributed to ensure clarity on content ownership.

2. Creating original and specifically-targeted content in the OPSI website. This content might include relevant news, blog articles and research papers related to public sector innovation.

3. Providing write ups of innovation programs/cases that have applied to or been identified by its "Public Management Innovation Contest" for inclusion in the OPSI database. In order to ensure comparability with the cases in the OPSI database, ENAP will provide complementary information in addition to the case abstract to fulfil the case description requirement set out for the OPSI online database. ENAP will also ensure that the material is translated from Portuguese to English.

4. Convening and animating groups' discussions on specific topics in the OPSI portal and documenting their results.

Conducting promotional activities of OPSI website

1. Inserting links to the OPSI program websites on ENAP's website and promoting these websites in its marketing materials as appropriate.

2. Promoting OPSI activities through newsletter and other communication tools (e.g. Social media channels).

Promoting staff exchange

3. Considering the possibility to organize staff exchange, subject to the signature of separate agreements, in order to support the implementation of specific activities of mutual interest.

The OECD will contribute to the cooperative activities in one or more of the following ways:

Exchange of content and development of new content online

1. Sharing ENAP's publicly available material (including journal / blog articles, case description, news, papers and publications) on OPSI Portal. In doing so, content from ENAP will be accessible via direct link back to the original site. In all cross-promotion activities, ENAP content will be clearly marked and attributed to ensure clarity on content ownership.

2. Creating original and specifically-targeted content in the ENAP website. This content might include relevant news, blog articles, and research papers related to public sector innovation.

3. Convening and animating discussion in the ENAP website (ENAP´s Innovation in Government Lab) where this functionality is developed; and documenting their results.

Conducting promotional activities of ENAP website

4. Inserting links to the ENAP website on OPSI's website (i.e. ENAP´s Innovations in Government Lab, when established, and the "Public Management Innovation Contest') and promoting these sites as deemed appropriate.

5. Promoting ENAP's activities through newsletter and other communication tools (e.g. Social media channels).

Promoting staff exchange

6. Considering the possibility to organize staff exchange, subject to the signature of separate agreements, in order to support the implementation of specific activities of mutual interest.

Providing Technical Assistance

7. Where appropriate, receiving technical assistance from the OECD – for example technical advice in the roll out of ENAP Government Lab or in the preparation of the content of specific curricula for civil servants and for the evaluation of the criteria used in its "Public Management Innovation Contest". This is based on the understanding that the OPSI´s experience could provide valuable knowledge on the experiences of other public sector innovation labs and programs around the world, the challenges they have faced and potential strengths, from which ENAP could learn.

Any other specific joint activities will be reflected in separate written agreements that may be entered into by the Parties under this MOU. The general provisions agreed in the present MOU will apply, except otherwise agreed by the Parties in such separate agreements.

5. <u>Funding</u>

ENAP will give due consideration to possible funding of activities carried out under this MOU. Any funding commitment will be reflected in separate written agreements that may be entered into by the Parties under this MOU. In this case and to the greatest possible extent, the Parties will sign a grant agreement in conformity with the Model Grant Agreement attached as **Annex 1**.

6. Intellectual Property

The Parties recognise the importance of protecting and respecting intellectual property rights. This MOU does not grant the right to use any work created outside the framework of this MOU, of which one Party is the author or holds the intellectual property rights, unless otherwise stated in section 4 of the MOU.

Intellectual property rights over any work created by one Party under this MOU will be exclusively held by this Party. The other Party may only use such work in accordance with section 4 of the MOU

Intellectual property rights over any joint work created by the Parties' collaborative activities under the MOU of which both Parties are the authors will be jointly held by the Parties. Each of the Parties may use and reproduce this work separately, subject to an appropriate acknowledgement of the other Party's contribution to the work and provided that each Party will seek the written consent of the other before granting any license to a third party. Without prejudice to the above, any joint publication and translation will be subject to a separate written agreement by the Parties.

7. Disclosure

The Parties may disclose to the public this MOU and information with respect to activities carried out under this MOU in accordance with the Parties' relevant policies.

Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take any action to protect confidential and/or classified information of the other Party.

8. Responsibility

Each Party will be responsible for its activities and for its staff members, including for their acts and omissions. In particular, a Party will not be liable for any damage or injury suffered or caused by the other Party or that other Party's staff.

However, if a damage or injury arises out of or results from the actions carried out by one Party (the "First Party"), the First Party will hold the other Party and its staff harmless from any resulting claim or damages.

9. Duration

This MOU will come into force upon signature by both Parties for a period of 3 years. It may be renewed for further periods of no more than 3 years.

10. Termination

The MOU may be terminated by either Party by providing three months prior written notice to the other Party.

In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion.

11. Divergence of Views

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.

12. Status of the OECD

Nothing in this MOU shall be construed as a waiver of the OECD's immunities and privileges as an international organisation.

13. Key Points of Contact

Each Party designates below its representative with overall responsibility for implementing this MOU, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

For ENAP:

Chief, International Cooperation Office

For the OECD:

Deputy Director, Public Governance and Territorial Development Directorate

Done in Brasília, Brazil, in two original copies.
19th September, 2016

ENAP

Francisco Gaetani
Francisco Gaetani
President

OECD

Luiz de Mello
Deputy Director, Public Governance and Territorial Development Directorate

ANNEX 1

MODEL GRANT AGREEMENT
BETWEEN
NATIONAL SCHOOL OF PUBLIC ADMINISTRATION (ENAP)
AND
THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT

Programme of Work and Budget 20XX-20XX of the
Public Governance and Territorial Development Directorate

ENAP and the Organisation for Economic Co-operation and Development (the "OECD" or the "Organisation") have agreed as follows:

1. As part of its Programme of Work and Budget for 20XX-20XX, the OECD will carry out *[insert name/description of the project/programme, relevant OECD document reference and/or output area/output result reference]* (the "Work") and ENAP agrees to finance the Work for a total amount of *amount* EURO (the "Contribution").

2. The Contribution will be paid in full upon signature of this agreement and receipt of the corresponding invoice from the OECD. *[or alternative mutually agreed payment schedule for multi-year projects]*

3. The OECD shall administer the Contribution in accordance with its Financial Regulations and other relevant OECD rules, policies and procedures, which currently provide for an administrative cost recovery charge of XX% of the total Contribution amount. The expenditure will be recorded in the accounts of the OECD, which follow generally accepted accounting principles.

4. ENAP agrees that financial reporting requirements are met with a statement of expenditure, in accordance with OECD standard reporting format, upon the completion of the Work.*[for multi-year contributions, interim reporting may be agreed]*

5. The results of the Work, in whatever form, shall be the sole property of the Organisation.

6. [***Clause to be adjusted as appropriate]***

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this agreement, including its existence, validity or termination, which cannot be settled amicably, shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration involving International Organisations *[and Private Parties/States]*, as in effect on the date of this agreement. The number of arbitrators shall be one. The arbitrator shall be chosen by agreement between the Organisation and XXX, or failing such agreement within three months following the request for arbitration, the arbitrator shall be appointed in accordance with the aforementioned Rules at the request of either Party. The arbitration shall take place in Paris, France and all proceedings and submissions shall be in the English language.

7. Nothing in this agreement shall be construed as a waiver of the OECD's immunities and privileges as an international organisation.

Done in [place], in two original copies.

ENAP	OECD
Mr/Mrs [name] [Function]	Mr/Mrs [name] [Executive Director]
Date	Date
Signature	Signature
	Mr/Mrs XXX Director
	Date
	Signature