# MEMORANDUM OF AGREEMENT

**AMERICAN UNIVERSITY**
4400 Massachusetts Avenue, NW
Washington, D.C. 20016
United States of America

and

**FUNDAÇÃO ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA**
SPO - Asa Sul, Brasília - DF
70610-900, Brazil

American University (hereinafter, AU) and Fundação Escola Nacional de Administração Pública (hereinafter, ENAP), as recognized leaders in higher education teaching and research in their respective countries, recognize that a Memorandum of Agreement would be of mutual benefit and serve to establish enduring ties between the institutions and the countries they represent. The purpose of this agreement between both institutions is to enhance each institution's teaching, learning, and internationalization objectives. In the long term, both partner institutions aspire to cooperate on common research, student mobility and experiences related to teaching and research in fields of mutual interest. The institutions further agree:

1. The area of cooperation includes any program offered by either of the participating parties determined to be desirable and feasible for developing cooperative relationships. Subject to availability of funds and the approval of each institution, the methods of cooperation might include any number of academic activities or programs. Potential areas for mutual benefit can be derived from scholarly interaction, student and faculty exchanges, short-term intensive student programs, double or dual degree programs, non-credit training opportunities, and other forms of academic collaboration desired by each institution.

2. The Memorandum of Agreement will become effective on the last date of signature by the Institutions and will be in effect for five years from that date unless terminated earlier under the terms of the Agreement. Renewal of this Agreement shall require the execution of a new Memorandum of Agreement. This Agreement may be terminated by either Party upon giving six months' prior notice in writing. The Parties shall make the necessary arrangements to ensure the appropriate termination of joint activities that may be in development.

3. This Memorandum of Agreement 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 Memorandum. In addition, this Memorandum does not represent commitment of either Party to give preferred treatment to the other in any matter contemplated in this agreement or otherwise.

4. That terms of each activity or program, including budget for each program and activity, shall be discussed and agreed upon in writing by both parties prior to the initiation of the particular program or activity. All terms shall be negotiated on a mutual basis and

documented in a project or program agreement. Such joint programs and resulting agreements shall specify the responsibilities and obligations of each Party and agreements must be approved and signed by authorized representatives of each party to this Memorandum.

5. That any expenses incurred by either institution under this Agreement will be the sole responsibility of the participating departments within the institution. AU's expenses will be the responsibility of the department initiating the activity as specified in Supplements to this Agreement.

6. The procedures for the handling of Intellectual property rights that may arise during the course of this collaboration or arising out of any specific activity shall be outlined in a separate document. All terms shall be negotiated on a mutual basis prior to the start of the collaborative project in question and in accordance with the policies of each institution.

7. ENAP will publish in the Official Gazette, at its own expense, the extract of this memorandum, in the prescribed period and format.

8. That this Agreement may be amended by means of mutual written consent on the part of the signatories or their duly authorized representatives. That any obligations or expenses incurred prior to the date of this Memorandum of Agreement will not be governed by this Memorandum of Agreement, and American University will not be obligated for them unless agreed to in writing and signed by the duly authorized representative of American University.

9. That each institution's respective employees, faculty, agents, and students will be obligated to abide by the host institution's regulations and rules while participating in any program or activity under the host institution's responsibility under this Memorandum of Agreement, and said individuals agree to abide by the laws of the host country during participation in any such program or activity.

10. Each institution shall seek prior written approval from the other for any materials in which either institution is mentioned or in which any institution's logo, symbol, name, design element, trademark or other written, drawn or electronically depicted representation is used. Any permission granted under this Memorandum of Agreement is for a non-exclusive, limited purpose related to the performance of this Memorandum of Agreement.

11. That it is to the institutions' mutual benefit to resolve their differences or disputes amicably; accordingly, each agrees to contact the other's designated representative to discuss and work toward the resolution of disputes which may arise during the term of this Agreement. Notwithstanding, the institutions agree that each shall indemnify, defend, and hold harmless the other party for loss, claim, damage, or demand, whether real or personal property damage resulting from their negligence or the negligence of their officers, directors, agents, employees or subcontractors. No consequential, liquidated or special damage may be claimed against the other institution. Each institution hereby certifies that it has sufficient insurance or collateral to support this indemnification obligation.

12. This Agreement shall be governed and construed by the laws of the District of Columbia and the United States of America provided, however, that no provision, condition or object

of the Agreement shall be construed to be in conflict with, or objectionable to, or impracticable under the laws of the country of any party hereto. In such an event, the parties agree to negotiate in good faith to determine applicable law and to insure lawful and viable performance of this agreement.

13. Both institutions agree that any payment it receives from foreign sources are in compliance with the rules and restrictions of the Office of Foreign Assets Control (OFAC), and in particular, the Specially Designated Nationals and Blocked Persons List (SDN List).

14. Implementation of this Agreement will be in accordance with the policies of ENAP and relevant polices of AU. Participants under this Agreement will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status or physical handicap. ENAP and AU will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of this Agreement, subject to the provisions of the policies and requirements of each institution. Any violation of these principles will be considered grounds for terminating the Agreement.

15. Although should this memorandum of agreement be executed in more than one language, the English version shall control in the event of inconsistency in meaning or interpretation of term.

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.

Violeta Ettle

~~Violeta~~ Ettle
Vice Provost for Academic Administration
American University

Date: 12 April 2019

M Soares

Aline Ribeiro Dantas de Teixeira Soares
President
Fundação Escola Nacional de Administração Pública

Date: 07/05/2019