



MEMORANDUM OF UNDERSTANDING

between

THE FUNDAÇÃO ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA,

and

APOLITICAL GROUP LIMITED

The **FUNDAÇÃO ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA** (National School of Public Administration Foundation), a federal public foundation linked to the Ministry Management and Innovation in Public Service (MGI), hereinafter referred to as **ENAP**, whose registered office is at SAIS Area 2A - 70.610-900, in Brasília, Federal District, and National Registry of Legal Entities (CNPJ) is under No. 00.627.612/0001-09, herein represented by its current President, Mrs. **BETÂNIA PEIXTO LEMOS**

and **APOLITICAL GROUP LIMITED**, hereinafter referred to as **APOLITICAL**, whose registered office is at 20-22 Wenlock Road, London, N17GU, herein represented by its Chief Partnership's Officer, **POOJA WARIER**,

wishing to strengthen the relations between their institutions in the fields of education and research and hereinafter collectively referred to as "the Parties" and individually as a "Party", as provided by this **Memorandum of Understanding (MoU)**, agree as follows:

CLAUSE ONE

Purpose

1.1. The purpose of this MoU is to set the foundation for collaboration between the Parties and to promote cooperation between them in the fields of education, and training of civil servants, in reliance on mutual benefit, equality and reciprocity.

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CLAUSE TWO
Cooperation Areas

2.1. The cooperation established by the provisions hereof may include:

- a) Participation of Enap in the Apolitical “Government Climate Campus” Initiative;
- b) The sharing of the “Government Climate Campus” course program by Apolitical with Enap which will be allowed to translate it into Portuguese and adapt it to the specificities of the Brazilian civil service;
- c) Joint live and distance learning events, such as courses, lectures, seminars and other similar events;
- d) Reciprocal participation in live and distance learning events held by any of the Parties, such as courses, lectures, seminars and other similar events;
- e) Other activities agreed upon by both Parties.

CLAUSE THREE
Implementation of the Cooperation Activities

3.1 Activities and specific programs should be developed considering the provisions of this document as well as any arrangements necessary for its implementation, and should be mutually discussed and agreed upon in writing by the Parties before it starts.

3.2. The cooperation actions that may come to be developed as a result of this MoU which require legal formalization for its implementation will have their specific conditions, description of tasks, financial responsibilities, deadlines and other requirements defined in specific instruments.

3.3 Other related activities may also be agreed between the Parties, under the regulations applicable to each of the institutions and subject to the internal policies and procedures of each Party.



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CLAUSE FOUR
Intellectual Property

- 4.1. Apolitical retains IP for all existing materials, and the Apolitical platform
- 4.2.
- 4.3. IP relating to improvements to the Apolitical materials, including but not limited to adaptations and translation, will vest in Apolitical.
- 4.4.
- 4.5. IP relating to improvements in the Apolitical platform will vest in Apolitical.
- 4.6. The Parties will both own the intellectual property that will be developed jointly through the projects established herein.
- 4.7. Whenever a Party receives any information from the other Party, it shall take the necessary measures to protect the intellectual property received.
- 4.8. The exchange of information under this MoU shall not imply the transfer of any intellectual property rights from one Party to the other, unless expressly agreed otherwise by the Parties.
- 4.9. Neither Party claims, in virtue hereof this MoU, any existing or pending intellectual property right or legal interest, including patents, trademarks, copyrights, design patents or other rights of the other Party.
- 4.10.

CLAUSE FIVE
Use of the Name

- 5.1. Any use of a Party's name or logo by the other Party in advertisements, notices or publications relating in any way to the activities described in this MoU shall be subject to prior written approval.

CLAUSE SIX
Financial Arrangements

- 6.1. The provisions hereof do not imply any transfer of financial resources between the Parties.

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6.2. The Parties hereby agree that any future financial commitments will be mutually agreed by them through specific procedures, which will be subject to budget availability and to their specific legislation.

CLAUSE SEVEN

Duration, Amendments and Termination

7.1. This MoU shall enter into force from the date on which the last Party signs it and shall be valid for a period of 4 (four) years, which may be extended by mutual written agreement between the Parties.

7.2. The terms of this MoU may be revised and modified through mutual written agreement between the Parties.

7.3. Either party may terminate this MoU, with or without cause, by giving the other party written notice at least three (3) months in advance.

7.4. Either party may terminate this MoU with immediate effect by giving written notice to the other party if the other party commits a material breach of this agreement.

7.5. In the event that this MoU is terminated, any activities or agreements undertaken in accordance with it will continue in effect in accordance with their respective terms.

CLAUSE EIGHT

Divergence of Interpretation

8.1. Any divergence of interpretation between the Parties arising out of or relating to this MoU, including interpretation or application of any provision hereof, shall be resolved amicably by the Parties.

CLAUSE NINE

Language

9.1. Two original signed copies of this MoU will be produced, one in Portuguese and the other in English.

CLAUSE TEN

Publication

10.1. ENAP will publish, at its own expense, an extract from this MoU, in the Federal



Register of Brazil, within the deadline and in accordance with the rules established in the sole paragraph of Art. 61, combined with Art. 116, both of Law 8.666, of June 21, 1993.

CLAUSE ELEVEN

Supervision

11.1. On the part of the partner institution, the supervision of this MoU will be exercised by the Vice President of Operations and Finance Or whoever represents them. On the part of ENAP, it will be exercised by the Head of Institutional Relations Advisory Office or by whoever represents them.

CLAUSE TWELVE

Communication and notification

12.1 In order to facilitate the implementation of the working arrangements to be established by the Parties of this Memorandum, the communication channel for the Parties shall be:

12.1.1 For APOLITICAL:

Apolitical Group Limited
A/C: Joseph Buckley
251 Southwark Bridge Road
London
SE16FL
Phone: +447780006979
E-mail: joseph.buckley@apolitical.co

12.2.2 For Enap:

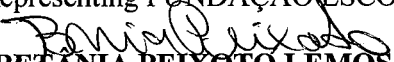
Brazilian National School of Public Administration
A / C :Institutional Relations Advisory Office
SAIS Área 2A - Brasília - DF
CEP: 70610-900
BRAZIL
Phone: +55 61 2020 3403
E-mail: asrel@enap.gov.br

4.2 Each Party may, by written notice to the other Party, designate additional representatives or substitute representatives referred to in this Section by other representatives.



IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have signed this Memorandum of Understanding in originals in Portuguese, English and Chinese.

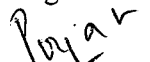
Representing FUNDAÇÃO ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA


BETÂNIA PEIXOTO LEMOS

President of ENAP

Date:

Representing APOLITICAL


POOJA WARIER

Chief Partnerships Officer

Date: