



MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION

&

GEORGETOWN UNIVERSITY'S LATIN AMERICA LEADERSHIP PROGRAM

THE NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION, a federal public foundation linked to the Ministry of Economy, hereinafter referred to as ENAP, headquartered in Area SAIS 2A - 70.610-900, in Brasília-DF, registered with the CNPJ under the number 00.627.612/0001- 09, in this act represented by its current President, Mr. Diogo Godinho Ramos Costa, Brazilian, holder of RG nº 0203936232 DETRAN / RJ, registered with the CPF under nº 097.376.087-71, designated for the position under the terms of Ordinance nº. 1,821, of May 30, 2019, published in the Federal Official Gazette of May 31, 2019, p. 1, Art. 2, and GEORGETOWN UNIVERSITY, an entity headquartered at 3700 O St NW, Washington, DC 20057, USA, hereinafter called GEORGETOWN, hereby represented by its President, Mr. David Green, sign this MEMORANDUM OF UNDERSTANDING, hereinafter called Mou, with foundation on the Brazilian Federal Law n. 8,666, de 21 de junho de 1993, through the following clauses and conditions, which are mutually accepted:

CLAUSE 1st

Objective

1.1. The objective of this MoU is to develop an online version of the Innovation and Leadership in Government Program (“ILG”) for Brazilian policy leaders.

CLAUSE 2nd

Areas of Cooperation

2.1. The cooperation established under this MoU includes the following Program:

A. LALP develops the ILG as one of its annual flagship offerings. The Program brings together public policy actors from diverse Latin American countries and government sectors that will enrich the learning process by sharing perspectives and experiences, and provide a unique networking opportunity to foster ties beyond the duration of the program.

The Program has the following objectives:

1. **Foundations**– Strengthen foundations of principles of governance and analyze emerging challenges and issues to develop new frameworks for addressing policy issues.
2. **Innovation in Policy Development** – Provide tools for the elaboration and evaluation of viable public policies with high impact for society.
3. **Diverse Perspectives** - Analyze innovative best practices in the implementation and impact of public policies in diverse countries, taking into consideration the inclusion of different sectors to develop truly integral policies.
4. **Using New Technologies** - Empowering public policy leaders to leverage the latest technology for the benefit of society.
5. **Transformational Leadership** - Fortify leadership skills on an individual level, to promote agents of change within government who will impact the organizational culture and greater society.

B. In 2016 LALP launched an ILG Brazil edition, a custom program for Brazil public managers in collaboration with ENAP. For 2020, LALP is planning a 4th edition of ILG Brazil to be implemented as a part-time virtual program in line with the 7th edition of ILG, to respond to the current crisis.

C. The five-week ILG Brazil 4.0 Program will be designed and developed by LALP. The format includes lectures by faculty from Georgetown University and subject matter experts from Microsoft and ENAP, providing an opportunity to discuss important policy issues related to innovation and technology for the public sector and public- private partnerships, and the opportunity to experience new technologies.

D. Program participants will be selected based on the following profile and selection criteria:

- a. Senior government executives
- b. Good English Proficiency

E. Under this MoU, ENAP will promote the program and carry out an application process with support from LALP, who will review applications and make the final selection of the participants.

F. Program dates will be defined by LALP and ENAP and will run from November through December 2020.

G. The Program will be supervised by Professor Ricardo Ernst, LALP Executive Director, who will serve as the academic director of the Program. ENAP may designate one person to be the point of contact for all communication and coordination with LALP.

H. LALP reserves the right to dismiss any Program participant whose conduct at the Program in Georgetown's sole discretion, warrants such action.

CLAUSE 3rd

Intellectual Property Rights

3.1. Georgetown shall own and retain all right, title, copyright, and other intellectual or proprietary rights or interests in any information, materials, publications or content created, developed for or resulting from the Program. ENAP shall have no intellectual property or other rights in any such information, materials, publications or content.

3.2. Whenever one Party receives any information from the other Party, it must take the necessary steps to protect the intellectual property received.

3.3. The exchange of information under this MoU will not imply the transfer of any intellectual property rights from one Party to the other, except if expressly agreed otherwise by the Parties.

3.4. None of the Parties claim, by virtue of this MoU, any right or legal interest in existing or pending intellectual property, including patents, trademarks, copyright, design patents or other rights belonging to the other Party.

CLAUSE 4th

Use of Name

4.1. Any use of the name or logo of one of the Parties by the other Party in advertisements, notices and publications relating in any way to the activities described in this MoU will be subject to prior written approval.

CLAUSE 5th

Confidentiality

5.1. The Parties agree to keep the information they received one from the other under this MoU in secret and to not disclose them to any third parties without prior consent of the other Party

CLAUSE 6th

Financial Arrangements

6.1. This MoU does not imply any financial transfers between the Parties.

A. All Program costs will be covered by LALP through a donation made to Georgetown University from Microsoft Latin America during the Fall 2020. There will be no exchange of funds between LALP and ENAP.

B. The total cost of the Program is \$50,000 USD for 40 participants and includes:

1. Program tuition

2. Professor compensation
3. Academic materials
4. Georgetown University Latin America Leadership Program certificate

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

CLAUSE 7th

Term, Modification and Termination

7.1. This MoU will enter into force on the date that the last Party signs both of its versions in Portuguese and English and will be valid until December 31, 2020.

7.2. The terms of this MoU may be revised and modified through mutual written consent of both Parties.

7.3. Any of the Parties may, with or without a cause, and upon a minimum of three (3) months written notice to the other Party, terminate this MoU.

7.4. In the case of termination of this MoU, any activities or agreements made pursuant to this MoU shall remain in effect according to their respective terms. If the Program is on-going at the time of termination, participants will be permitted to finish the course

CLAUSE 8th

Divergence of Views

8.1. 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.

CLAUSE 9th

Language of Execution

9.1. Two signed originals of this MoU will be produced in English and two will be produced in Portuguese.

9.2. Although this MoU must be executed in more than one language, the English version shall prevail in the event of divergences of interpretation.

CLAUSE 10th

General Terms

10.1. No further business relationship between Georgetown and ENAP shall be inferred beyond the terms of the MoU and neither party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. The relationship of the parties under this MoU shall be that of independent contractors; this MoU shall not be construed to create a relationship of partners, agents, employees, servants or agents.

10.2 The activities of this MoU must be carried out in accordance with academic and institution policies as well as appropriate laws, regulations and accreditation standards existing in each country and institution.

10.3. Under United States law, it is illegal for either party to this MoU to either directly or indirectly offer, provide money, or give anything of value to any governmental official, employee, or candidate for political office for the purpose of influencing an official decision or action, in order to obtain or retain business arrangements, or in order to secure favorable treatment. Accordingly, the parties agree that they will not engage in the activity described in this provision or otherwise violate the United States Foreign Corrupt Practices Act. Should a Party do so, the other may terminate this MoU immediately and without notice.

10.4. This Memorandum of Understanding does not create any rights or obligations for the Parties.

10.5. The performance of activities that imply any burden for the Parties will be conditioned to the observance of the rules in force for the Party that supports it.

CLAUSE 11th

Publication

10.1. Enap will publish the extract of this MoU in the Brazilian Official Gazette at its own expense, within the period and in the form of the sole paragraph of Article 61, combined with Article 116, both from the Brazilian Federal Law n. 8,666, of June 21, 1993.

**Signed on behalf of the National School of
Public Administration Foundation**

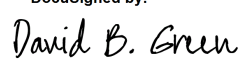


Diogo Godinho Ramos Costa

President of Enap

Date: 06/11/2020

Signed on behalf of Georgetown University

DocuSigned by:

19E935GFF94F489...

David Green

Chief Financial Officer

Date: November 6, 2020