

**MEMORANDUM OF AGREEMENT**

**between**

**THE NATIONAL SCHOOL OF PUBLIC ADMINISTRATION  
(Brasília, Brazil)**

**and**

**CORNELL UNIVERSITY**

**for and on behalf of the**

**CORNELL INSTITUTE FOR PUBLIC AFFAIRS (CIPA)**

**within the**

**COLLEGE OF HUMAN ECOLOGY  
(Ithaca, New York, USA)**

**WHEREAS:**

The College of Human Ecology at Cornell University (Ithaca, New York, USA), was established in 1925 with the mission of improving lives by exploring and shaping human connections to natural, social, and built environments. Cornell Institute for Public Affairs – CIPA was created in 1984 and operates within the College of Human Ecology.

The National School of Public Administration – Brazil (hereinafter "Enap") is an institution established in the form of Law 6,871 of December 3, 1980, with a change of its name established by Law 8,140, of December 28, 1990, with headquarters in Brasília, under the Ministry of Planning, Development and Management, and whose mission is to promote, develop and implement training programs for human resources for the Federal Public Administration;

That Cornell University, on behalf of CIPA, and Enap (hereinafter the "Parties" and individually a "Party") wish to formalize the guidelines by which the Parties may explore opportunities for cooperation and collaboration on issues of common interest and make their respective activities more effective;

The Parties agree to this Memorandum of Agreement (MOA) as follows:

## **SECTION 1**

### **General**

- 1.1. In order to facilitate international academic exchange, to develop academic and scientific relationships, as well as in support of collaborative research activities, the purpose of this MOA is to formalize a non-exclusive agreement of cooperation and facilitate collaboration between the Parties, especially in educational initiatives, research and training of the community of undergraduate and graduate students, civil servants, specialists in public policy in Brazil and in the United States of America. These and any other activities agreed between the Parties will be subject to the objectives, functions, internal policies and procedures of each Party.

### **Project Agreements**

- 1.2. The terms of cooperation for each specific activity implemented under this Memorandum of Agreement (MOA), including but not limited to financial aspects, shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. These Project Agreements shall be subject to the terms of this MOA and shall be attached hereto in Appendices.

### **Academic Freedom**

- 1.3. Generally accepted principles of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, faculty who participate in the projects contemplated by this MOA.

### **Non-Discrimination**

- 1.4. Cornell and Enap agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. However, participants will be cognizant of and abide by the laws of the host country. Cornell and Enap shall abide by these principles in the administration of this MOA, and neither institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this Memorandum and any related agreements.

### **Intellectual Property**

- 1.5. Each Party to this MOA shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this Memorandum. IP conceived or first reduced to practice jointly by employees or agents of both Parties shall be jointly owned.

## SECTION 2

### Cooperation Areas

- 2.1. The Parties may explore the possibility of cooperation in the following areas of activity under the regulations applicable to each of the institutions, subject to availability of resources:
  - 2.1.1. Receiving visiting delegations;
  - 2.1.2. Exchange of visiting professors and students in areas of infrastructure policy, innovation policy, regulatory policy;
  - 2.1.3. Exchange of students in graduate programs for the Master in Public Administration – MPA at the Cornell Institute for Public Affairs – CIPA as well as for the Professional Master in Public Policy and Development at Enap;
  - 2.1.4. Joint training for government officials;
  - 2.1.5. Internship Programs;
  - 2.1.6. Joint research activities;
  - 2.1.7. Participation in seminars, academic meetings and capstone projects in climate change, digital governance, productivity policy;
  - 2.1.8. Exchange of relevant publications, academic materials and other information as occasional agreements;
  - 2.1.9. Potential exchange of information and consultations between the Parties whenever necessary and appropriate, in order to identify additional areas of collaboration and their concrete activities for effective projects under this Memorandum.
- 2.2. Specific activities (including but not limited to joint trainings, joint research, internships and exchanges) and specific graduate programs should be developed considering the provisions of this document as well as any financial arrangements necessary for its implementation, and should be mutually discussed and agreed upon in writing by the Parties before it starts, subject to each Party's internal policies and regulations.
- 2.3. Any exchange of information between the Parties or dissemination of results and products will be subject to their respective policies and procedures on information disclosure.
- 2.4. Other related activities may also be agreed between the Parties, subject to the internal policies and procedures of each Party.

## **SECTION 3**

### **Obligations**

- 3.1. This MOA 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 MOA. In addition, this MOA does not represent commitment of either party to give preferred treatment to the other in any matter contemplated in this MOA or otherwise.

### **Export – Compliance**

- 3.2. The Parties hereto agree to comply with all applicable United States and/or Brazil export laws and regulations. Unless authorized by applicable government license or regulation, neither Party will directly or indirectly export or re-export, at any time any technical information or software, furnished or developed under this MOA to any prohibited country (including release of such technical information or software to nationals, wherever they may be located, of any prohibited country) as specified in applicable United States and/or Brazil export, embargo, and sanctions regulations.

### **Foreign Corrupt Practices Act / Anti-Bribery Compliance**

- 3.3. Each Party represents that it has not and will not offer, promise, or authorize the payment or provision of anything of value to any individual or to any person with the knowledge or belief that he or she will give it to another individual for the purpose of improperly influencing such individual or securing any improper business or commercial advantage.

### **Anti-Boycott Compliance**

- 3.4. The Parties agree that no provision of this MOA or any Cooperation Agreement under this Memorandum shall apply if application of such provision would result in a violation of the Anti-Boycott laws and regulations of the United States or Brazil.

### **Indemnification**

- 3.5. Cornell and Enap shall each indemnify and hold harmless the other, its officers, agents and employees, for any and all liability, damages and cost attributable to the negligent acts or omissions of the indemnifying Party, its officers, agents and employees while acting in the scope of their employment, and in furtherance of activities described in this MOA. Students are not employees or agents of the University of Cornell or Enap for purposes of this Agreement.

### **Insurance**

- 3.6. Each Party shall maintain its own liability insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other Party.

Students and others participating in programs contemplated by this MOA will be required to provide proof of adequate health insurance valid in the host country and acceptable to the host institution.

### **Conduct**

- 3.7. Exchange faculty and students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university and/or college.

### **Use of Name**

- 3.8. Any use of the name Cornell University or Enap, including any of its constituent colleges or programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOA shall be subject to prior written approval.

### **Non-Assignment**

- 3.9. Neither Party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other Party.

### **Relationship of Parties**

- 3.10. This Agreement shall not be construed to create a relationship of partners, employees, servants or agents as between Parties. The Parties to this Agreement are acting as independent contractors.

### **High-Risk Travel**

- 3.11. When collaborative activities pursuant to a Memorandum involve Cornell graduate or undergraduate students traveling to a country deemed to be high-risk by the U.S. Department of State and/or Cornell's vendor for emergency services, such travel requires prior approval from Cornell's International Travel Advisory and Response Team (ITART). Should the exchange not be approved, modifications to the originally proposed exchange schedule to address the concerns of ITART will be mutually agreed upon in writing.

### **Application of Law**

3.12. This MOA and any Project Agreements shall be governed and construed under the laws of the State of New York, United States of America, without regard to its principles of conflicts of law. The parties will consult each other and attempt to resolve any disputes or misunderstandings that arise in the administration of this MOA or any Project Agreements informally. In the event that informal attempts at resolution are not successful, the parties agree that all claims or actions, related to, or arising out of, activities described in this MOA or any Project Agreement, shall be brought only in the courts of the State of New York or the United States having jurisdiction in Tompkins County, State of New York.

## **SECTION 4**

### **Communication and Notification**

4.1. The below named individuals are representatives of the respective Parties responsible for the development and coordination of the specific activities contemplated by this MOA. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

#### **4.1.1. For Cornell University**

Name: Thomas O'Toole, PhD.  
Title: Executive Director, Cornell Institute for Public Affairs  
Address: 294 Caldwell Hall, Cornell University, Ithaca, NY 14853  
Phone: 607-255-6668  
email: [tjo22@cornell.edu](mailto:tjo22@cornell.edu)

#### **4.1.2. For the National School of Public Administration**

Name: Claudio Machado  
A / C: Head of International Advisory  
SAIS Área 2A – Brasília – DF  
CEP: 70610-900  
BRAZIL  
Phone: + 55 61 2020 3143 / 3103  
email: [internacional@enap.gov.br](mailto:internacional@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.

## **SECTION 5**

### **Validity, Modification and Termination**

#### **Effective Date/Term**

- 5.1. This MOA shall become effective upon signature of all parties and shall expire five (5) years after such date unless there are active project agreements operating under this MOA, in which case the MOA will be automatically extended until the termination of the Project Agreement (s) so long as the termination of the Project Agreement (s) is no more than three (3) months beyond the termination date of the MOA. No new Project Agreement (s) shall be undertaken after the original MOA expiration date. This MOA shall be reviewed in its final year and may be extended by mutual written agreement of the parties, subject to any internal review and approval process required by either party.

#### **Termination**

- 5.2. This MOA or any Project Agreement can be terminated at any time for material breach upon provision of written notice and a reasonable opportunity to cure. Termination may also occur for any reason upon six (6) months' written notice, in which case all reasonable efforts shall be made to minimize disruption of work under existing Project Agreement (s).

#### **Use of Name**

- 5.3. As a specific limited exception to the requirements set out in Section 3.8 above, each Party grants, for the term of this Agreement, a limited, non-exclusive royalty-free license to use its logo and name (the "Trademarks"), to the other Party, solely for the promotion of this Agreement and any joint programs and projects developed hereunder. The Parties shall agree in writing to the use of each Party's Trademark for each specific joint program and project developed under this MOA.
- 5.4. Each Party agrees that each time it reproduces and/or republishes the other Party's Trademark it shall do so in a form identical to that provided by each Party, without alteration.
- 5.5. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party's name, trademarks, or other educational property in any manner whatsoever without prior written consent, with at least two weeks notice, in each instance.
- 5.6. Requests pertaining to the use of Cornell's trademarks shall be emailed to [tjo22@cornell.edu](mailto:tjo22@cornell.edu).

- 5.7. The Parties acknowledge by this Agreement, that they acquire no right, title or interest in and to the other Party's Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof.
- 5.8. The use of each Party's Trademarks may not be assigned, transferred, shared or divided in any manner by the other party without the prior written consent in each instance.
- 5.9. This Agreement shall apply only to cooperation items between Cornell and the National School of Public Administration.
- 5.10. Subject to each Party's policies and procedures with respect to disclosure of information, the Parties may make publicly available this Memorandum.

#### **Language of Execution**

- 5.11. Although all languages are deemed equally authentic, should this MOA be executed in more than one language, the English version shall control in the event of inconsistency in meaning or interpretation of term. All official notices, communications, and proceedings under this MOA shall be delivered/conducted in English.

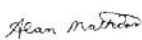
#### **Entire Agreement/Modification**

- 5.12. This MOA constitutes the entire agreement between the Parties and may be amended only in writing signed by all Parties.

#### **For Cornell University**

Name: **ALAN MATHIOS**

Title: Dean, College of Human Ecology

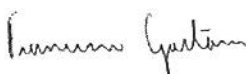
Signature: 

Date: 18<sup>th</sup> July, 2017

#### **For Enap**

Name: **FRANCISCO GAETANI**

Title: President

Signature: 

Date: 18<sup>th</sup> July, 2017.