

Memorando de Entendimento nº 3/2017/CGPG/DPPG

MEMORANDUM OF UNDERSTANDING  
between  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, USA  
AND  
Escola Nacional de administração pública  
IN  
Brasilia, Brazil

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, acting on behalf of its Lemann Institute of Brazilian Studies, on its Urbana-Champaign campus, in Urbana, Illinois, U.S.A. ("ILLINOIS") and the FUNDAÇÃO Escola Nacional de administração PÚBLICA, with headquarters in Brasilia-DF, Brazil ("ENAP"), each a "party" or "institution," wishing to establish a cooperative graduate fellowship program, and set forth the terms and conditions governing the administration of such program, agree as follows:

Article 1: program description

1.1 *Purpose.* The purpose of this Sponsored Graduate Student Program ("Program") is to provide advanced training to highly qualified, exceptional Brazilian students, nominated and supported by ENAP and the Lemann Foundation, into select programs of study at ILLINOIS.

1.2 *Program Designation.* The Program will be designated the *Lemann Brazil Leadership Program* ("LBLP") in promotional and recruitment materials, and students selected for participation in the Program will be known as *LBLP Participants* ("Participants").

1.3 *Nomination and Number of Participants.* One *LBLP Participant* may be nominated by ENAP for admittance in to selected graduate programs at ILLINOIS during Academic Year 2018-2019, under the special terms and conditions of this agreement. Up to two *LBLP Participants* may be nominated by ENAP for admittance in to selected graduate programs at ILLINOIS during Academic Year 2019-2020, under the special terms and conditions of this agreement. Up to three *LBLP Participants* may be nominated by ENAP for admittance in to selected graduate programs at ILLINOIS during Academic Year 2020-2021, under the special terms and conditions of this agreement. The number of participants may vary, by mutual agreement of the Institutions, based on availability of

funding through the Lemann Foundation and/or ENAP, as well as capacity in the selected graduate programs at ILLINOIS.

1.4 *Eligible Programs of Study.* ENAP may nominate candidates for acceptance into one of the following graduate programs at ILLINOIS:

1.4.a. Master of Science: Policy Economics, offered by the Department of Economics, in the College of Liberal Arts and Sciences

1.4.b. Master of Science in Finance, offered by the Department of Finance, in the College of Business

1.4.c. Master of Science in Accountancy, offered by the Department of Accountancy, in the College of Business

1.4.d. Master of Laws (LLM), offered by the College of Law

Article 2: application and admissions and nomination of fellows

2.1 *Application Procedures.* Students seeking participation in the Program will apply for admission to their desired graduate program using the standard, online application procedure established and administered by the Graduate College at ILLINOIS for all international applicants, as described at:

<http://www.grad.illinois.edu/admissions/apply/begin/international>

Applicants must meet all ILLINOIS admission requirements, including English competency.

2.2 *Admissions Decisions.* Final decisions regarding admission to any given graduate degree program at ILLINOIS will be made by the ILLINOIS academic department administering that particular degree program, in consultation with the Graduate College at ILLINOIS. Should students nominated for Fellowships by ENAP fail to gain admittance to their desired programs of study, ENAP may elect to award the scholarship to another applicant who is successfully admitted to ILLINOIS, upon approval from the student's admitting department. If more than the maximum number of Participants nominated by ENAP for participation in the Program for a given academic year are granted admission by ILLINOIS, ENAP will determine which of the students will be awarded the scholarship.

2.3 *Nomination.* ENAP will screen potential applicants and nominate highly qualified students from among those admitted to the degree programs at ILLINOIS. ENAP will forward a list of nominees for the Program to the LBLP Coordinator at the Lemann Institute for Brazilian Studies at ILLINOIS no later than February 15 of the year of admission.

### Article 3: Financial arrangements and program administration

3.1 *Tuition and Fees.* The Lemann Institute for Brazilian Studies at ILLINOIS, through the generous support of the Lemann Foundation, will pay all tuition and program educational fees for three to four semesters of study at ILLINOIS, depending on program requirements, on behalf of Participants. The Lemann Institute for Brazilian Studies at ILLINOIS will not be responsible for travel costs, living expenses, books and other expenses incurred by the Participants during their studies at ILLINOIS.

3.2 *Living Allowance.* It is expected that the Organ of Origin of the Participant accepted in the Program will authorize his/her departure from the country, with limited financial burden, in the use of its legal attributions and in accordance with the provisions of current legislation, especially with Article 95 of Law 8,122/90 of December 11, with Article 2 of Decree 1,387/95 of February 7 and with Decree 91,800/85 of October 18. In order for the participant to obtain the visa eligibility document his/her salary shall be at a level that is equal or greater than the minimum amount required for international students (currently \$19,750 per year), as described at <http://www.grad.illinois.edu/sites/default/files/pdfs/certoffinances.pdf>. ENAP is not responsible for assuring that the participant will obtain a leave of absence from his institution or that his salary will be maintained for the duration of the program.

### Article 4: RENEWAL, TERMINATION AND AMENDMENT

4.1 *Duration.* This Agreement shall take effect upon signature by each party's authorized representatives, and shall remain in effect through June 30, 2022, with the expectation that the final cohort of Participants will matriculate at ILLINOIS beginning with Academic Year 2020-21, and that they will complete their studies by the end of Academic Year 2021-22. Either Institution may terminate this Agreement by providing 60 days' advance written notice to the other party. However, all Participants currently enrolled at ILLINOIS at the time of proposed termination will be permitted to complete their graduate programs under the terms of this Agreement.

4.2 *Extension and Renewal.* The parties may extend or renew this Agreement by agreement, confirmed in a written amendment signed by each party's authorized signatory.

4.3 *Amendments.* No amendment of the terms of this Agreement will be effective unless made in writing and signed by each party's authorized signatory.

## Article 5: GENERAL MATTERS

5.1 *Use of Names.* Except in promoting the *Lemann Brazil Leadership Program* among its faculty and employees, neither party may use the name of the other party in any form of advertising or publicity without express written permission. The parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to the liaison officers designated in Article 5.2 below.

5.2 *Notices.* The parties must give all notices under this MOU in writing via one of the following methods: (a) confirmed facsimile transmission; (b) postage prepaid registered or certified mail, return receipt requested; or (c) commercial overnight carrier. All communications must be sent to the addresses set forth below or to such other address designated by the parties by written notice. Notices are effective upon receipt.

ILLINOIS: Jerry Dávila, Director  
Lemann Institute for Brazilian Studies  
University of Illinois at Urbana-Champaign  
201 International Studies Building  
910 South Fifth Street  
Champaign, IL 61820  
USA  
Tel: 1-217- 300-0390  
Fax: 1-217-244-7333  
email: jdavila@illinois.edu

With copy to: Contract Services Office  
Office of Business and Financial Services  
University of Illinois at Urbana-Champaign  
109 Coble Hall, 801 S. Wright Street  
Champaign, IL 61820  
Tel: 217-333-4638  
Email: UrbanaCSO@uillinois.edu

ENAP: Francisco Gaetani, Director  
Escola Nacional de Administração Pública (ENAP)  
SPO - Asa Sul  
Brasília - DF, 70610-900  
Brazil  
Tel: 55- 61-2020-3024  
email: francisco.gaetani@enap.gov.br

5.3 *Binding Obligations.* With the exception of Articles 2 and 3, this MOU is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussions regarding general areas of cooperation.

5.4 *Authorized Signatories.* Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

And having thus agreed, the parties, through their duly authorized representatives, sign this Memorandum in two (2) copies, one (1) in English, and one (1) in Portuguese, to one and same effect. In case of divergence of interpretation of the two language versions of this Memorandum, the English version shall prevail.

FOR THE UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

Robert J. Jones, Chancellor



Reitumetse Obakeng Mabokela, Vice Provost  
for International Affairs and Global Strategies



Jerry Dávila, Director  
Lemann Institute for Brazilian Studies



FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Anjit Ghosh, Interim Comptroller

~~Walter K. Knorr, Comptroller~~

Date: Anjit Ghosh

9/29/17

by Stacy Ballmes, Senior Coordinator of University Contracts

FOR ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA

Francisco Gaetani, President

Date: Francisco Gaetani