## MEMORANDUM OF INTENT FOR COLLABORATION BETWEEN THE BRAZILIAN NATIONAL SCHOOL OF PUBLIC ADMINISTRATION AND

# THE TRUSTEES OF INDIANA UNIVERSITY ON BEHALF OF THE SCHOOL OF PUBLIC AND ENVIRONMENTAL AFFAIRS (BLOOMINGTON, INDIANA, USA)

#### WHEREAS:

The School of Public and Environmental Affairs (hereinafter SPEA) at Indiana University, Bloomington, was established in 1972, in the State of Indiana, United States of America. SPEA was the first school of its type, joining the study of public affairs, environmental science and policy.

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 it aims to promote, develop and implement training programs for human resources for the Federal Public Administration:

That the Trustees of Indiana University, on behalf of SPEA, and Enap (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 Intent for Collaboration (the "Memorandum"), as follows:

## SECTION 1 Objective

The purpose of this Memorandum is to formalize a non-exclusive agreement of cooperation and facilitate collaboration between the Parties to promote programs and projects that foster cooperation between them, 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 their objectives, functions, internal policies and procedures of each Party.

## SECTION 2 Cooperation Areas

- 2.1 The Parties may, in particular, 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;
  - 2.1.3 Postdoctoral studies;
  - 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 and academic meetings;
  - 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 Activities and specific 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.
- 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 Parties Obligations**

3.1 This Memorandum 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 Memorandum or otherwise.

#### **SECTION 4**

#### Communication and notification

- 4.1 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:
  - 4.1.1 For SPEA:

School of Public and Environmental Affairs

A/C: SPEA International Office

1315 E. 10<sup>th</sup> Street

Bloomington, Indiana, 47405

**USA** 

Phone: (812) 855-6766 Fax: (812) 855-0184

E-mail: slaterc@indiana.edu

4.1.2 For Enap:

Brazilian National School of Public Administration

A / C: International Cooperation Office

SAIS Área 2A - Brasília - DF

CEP: 70610-900

**BRAZIL** 

Phone: +55 (61) 2020-3010

E-mail: 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, termination and other matters

- 5.1. This Memorandum shall come into force upon signature by both Parties and remain in force for five (05) years from the date of signature and may be extended for another five years by mutual agreement of the parties.
- 5.2. The end of the term of this Memorandum will not affect other written agreements between the Parties unless expressly provided for in any such agreement.
- 5.3. This Memorandum may only be modified by written consent of the Parties.
- 5.4. This Memorandum may be terminated by either party with six months notice to the other party in writing.
- 5.5. In the event of a dispute arising out of or relating to this agreement or any Sub-Agreement entered into pursuant to this agreement, the parties shall establish a committee of six (6) senior representatives, three (3) appointed by each party, to attempt to resolve the dispute.

- 5.6. 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.
- 5.7. Each party agrees that each time it reproduces and/or republishes the other party's Trademarks it shall do so in a form identical to that provided by each party, without alteration.
- 5.8. Each party agrees to use the other party's Trademarks in a careful and prudent manner.
- 5.9. Except as otherwise set forth in this paragraph, each party agrees not to use the other party's name, trademarks, or other intellectual property in any manner whatsoever without prior written consent in each instance.
- 5.10. Requests pertaining to Indiana University shall be emailed to the IU Office of Licensing & Trademarks at <a href="mailto:iulogo@iu.edu">iulogo@iu.edu</a>.
- 5.11. 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.
- 5.12. 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.
- 5.13. This Agreement shall apply only to cooperation items between School of Public and Environmental Affairs and National School of Public Administration.
- 5.14. Subject to the Party policies and procedures with respect to disclosure of information, the Parties may make publicly available this Memorandum.
- 5.15. In case of divergence of interpretation of the two language versions of this Memorandum, the English version shall prevail.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have signed this Memorandum in two (2) originals, one (1) in Portuguese, and one (1) in English.

Brasilia, 19th of August, 2016.

Davel Zonet

### THE TRUSTEES OF INDIANA UNIVERSITY

ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA

David Zaret
Vice President for International Affairs

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President
Escola Nacional de Administração
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Donald S. Lukes University Treasurer

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Affairs

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