

**MEMORANDUM OF UNDERSTANDING BETWEEN
ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA
(NATIONAL SCHOOL OF PUBLIC MANAGEMENT)**

&

**THE UNIVERSITY OF SOUTHERN CALIFORNIA ON BEHALF OF ITS SOL
PRICE SCHOOL OF PUBLIC POLICY**

Wishing to enhance relations between the two institutions in the areas of education, research and other activities, the UNIVERSITY OF SOUTHERN CALIFORNIA on behalf of its Sol Price School of Public Policy ("USC"), and the ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA ("Enap") in BRASILIA, BRAZIL, (hereinafter the "Parties" and individually a "Party"), agree to this Memorandum of Understanding (MOU) 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 MOU 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 students and civil servants of Enap and USC. These and any other activities agreed between the Parties will be subject to the objectives, functions, internal policies and procedures of each Party.

Academic Freedom

- 1.2. 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 MOU.

Non-Discrimination

- 1.3. The Parties 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. USC and Enap shall abide by these principles in the administration of this MOU, 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 MOU and any related agreements.



Intellectual Property Rights

- 1.4. With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects. Whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received. 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 of the other parties or in any intellectual property that might result from the other parties* prior activities.

SECTION 2

Cooperation Areas

- 2.1. The areas of cooperation will include any program offered at each institution, which is determined to be desirable and feasible for the achievement of these objectives. However, any specific program shall be subject to the availability of funds and the mutual agreement of the institutions. Such programs may include:
- a) USC Price International Lab
 - b) USC Price Global Visiting Scholar Program
 - c) Tailored training programs for executives, government officials and students
 - d) Exchange of faculty members and students
 - e) Joint research projects
 - f) Participation in seminars and academic meetings and capstone projects;
 - g) Exchange of relevant publications, academic materials and other information as occasional agreements.
 - h) Professional internship
- 2.2. 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 MOU.
- 2.3. Specific activities (including but not limited to joint trainings, joint research, internships and exchanges) and specific graduate programs should be developed considering the provisions Memorandum of Understanding Escola Nacional de Administração Pública (National School of Public Management), and the University of Southern California.



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.

- 2.4. 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.
- 2.5. Other related activities may also be agreed between the Parties, subject to the internal policies and procedures of each Party.

SECTION 3

General Terms

3.1. This MOU does not generally permit the exchange of students at the undergraduate or graduate level unless otherwise stated herein. Where graduate students are involved directly in the research covered by this MOU, the exchange of graduate and post-doctoral students can be accommodated by a separate specific written agreement containing the terms and conditions of such exchange.

3.2. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

3.3. 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.

Obligations

3.4. This MOU 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 MOU. In addition, this MOU does not represent commitment of either Party to give preferred treatment to the other in any matter contemplated in this MOU or otherwise.

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



Conduct

3.6. 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

3.7. Any use of the name of USC or Enap, including any of its constituent schools, colleges or programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOU shall be subject to prior written approval.

United States Foreign Corrupt Practices Act.

3.8. Under United States law, it is illegal for either party to this Agreement 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 agreement immediately and without notice.

SECTION 4

Period of Agreement

4.1. This MOU will be effective from the date of the last signature of both the version in Portuguese and in English for an initial period of five (5) years. It shall be renewed upon mutual written agreement. The terms of this MOU may be revised and modified through mutual discussion and consent of both institutions.

4.2. Enap will publish in the Official Gazette, at its own expense, the extract from this MOU, within the period and in the form of the sole paragraph of art. 61, combined with art. 116 of Law 8,666 of June 21, 1993.

Validity, Modification and Termination



4.3. Any of the Parties may, with or without cause, and upon a minimum of three (3) months written notice to the others, terminate this MOU. In the case of termination, any programs or agreements made pursuant to this MOU shall remain in effect according to their respective terms.

Divergence of Views


4.4 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.

Language of Execution

4.5. Two signed originals of this MOU will be produced in English and two will be produced in Portuguese, each one in English and in Portuguese to reside with each party.

4.6. Although should this MOU be executed in more than one language, the English version shall control in the event of inconsistency in meaning or interpretation of term.

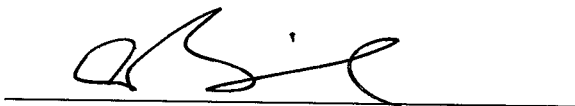
For the University of Southern California



Jack H. Knott, Ph.D., Dean

USC Sol Price School of Public Policy

Date:



Anthony R. Bailey,

Vice President for Strategic and Global Initiatives

Date: February 26, 2019





Escola Nacional de
Administração Pública

For the Escola Nacional de Administração Pública

Aline Ribeiro Dantas de Teixeira Soares

President

Date: Feb. 26, 2019