



THE LONDON SCHOOL  
OF ECONOMICS AND  
POLITICAL SCIENCE ■

**Enap**

ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA

## **MEMORANDUM OF UNDERSTANDING**

**between**

**THE LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE  
(London, United Kingdom)**

**and**

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

### **WHEREAS:**

The London School of Economics and Political Science (hereinafter "LSE") founded in 1895 is one of the world's leading social science universities, with its headquarters at Houghton Street, London, WC2A 2AE, United Kingdom. The first aim of the School was to be, since the beginning, the study and investigation of the concrete of industrial life and the actual working of economic and political relations as they exist or have existed, in the United Kingdom and in foreign countries.

The National School of Public Administration Foundation – 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 the LSE 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 have reached the following understanding:

## **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, this Memorandum of Understanding (MOU) sets out how the Parties will work together, especially in programs and projects that foster cooperation between them, especially in educational initiatives, research and training of civil servants. These and any other activities agreed between the Parties will be subject to their objectives, functions, internal policies and procedures of each Party.

1.2. This MOU is intended to set forth in general terms the diverse ways in which LSE and Enap wish to collaborate with each other. Neither Party intends for this MOU (including its appendices) to be legally binding; indeed, that would go against the spirit of collaboration envisaged.

### **Project Agreements**

1.3. The terms of cooperation for each specific activity implemented under this MoU, 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 MOU and shall be attached hereto in Appendices.

### **Academic Freedom**

1.4. Generally accepted principles of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, the projects contemplated by this MOU.

### **Non-Discrimination**

1.5. LSE 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. LSE 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 Memorandum and any related agreements.

## **Intellectual Property**

1.6. Unless otherwise expressly agreed, the use, ownership and licensing of any intellectual property created by employees, agents, representatives or staff (including, in the case of LSE, its faculty or students) of either Party shall be respectively owned by that Party, or as per internal arrangements between said Party and such employees, agents, representatives or staff (including, in the case of LSE, its faculty). Intellectual property 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, 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/lecturers and students;
- 2.1.3. Joint training for government officials;
- 2.1.4. Internship Programs;
- 2.1.5. Joint research activities;
- 2.1.6. Participation in seminars and academic meetings;
- 2.1.7. Joint conferences;
- 2.1.8. Exchange of relevant publications, academic materials and other information;
- 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 of Understanding.

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. LSE and Enap acknowledge and agree that this MOU does not represent any commitment with regard to the financing, investment, staff exchange or any other similar action in relation to any activity on the part of the Parties hereunder and, as such, that neither party shall be obliged to pay any sum to the other Party in respect of this MOU, unless otherwise expressly agreed in writing under a separate agreement executed by both parties.

3.2. 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.

3.3. For the avoidance of doubt, this MOU hereby clarifies that it gives neither Party any right or authority to act on behalf of the other, nor to bind or obligate the other by contract or otherwise; nor does it in any way restrict LSE or Enap from participating in similar activities with other public or private agencies, organisations, and individuals. Furthermore, nothing in this MOU shall be interpreted as a waiver of any Party's rights or privileges granted to it under any applicable law.

### **Use of Name and Logo**

3.4. Any use of the name London School of Economics and Political Science – LSE or National School of Public Administration Foundation – Enap, including any of its constituent projects 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. The names, logos and trademarks of one Party shall only be used by the other where there is a clear connection with the projects; in all other instances, each Party shall secure the express written prior approval of the other.

## **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 MoU. 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 The London School of Economics and Political Science – LSE**

Name: **Michael Barzelay**

Title: Professor of Public Management – Department of Management – LSE

Address: Houghton Street,  
London, WC2A 2AE,

United Kingdom;  
Phone: + 44 7545 423941  
email: [M.Barzelay@lse.ac.uk](mailto:M.Barzelay@lse.ac.uk)

#### **4.1.2. For the National School of Public Administration Foundation – Enap**

Name: **Paulo Marques**  
Title: Director of Continuing Education  
Address: SAIS Área 2A – Brasília – DF  
CEP: 70610-900  
BRAZIL  
Phone: + 55 61 2020 3086 / 3103  
email: [paulo.marques@enap.gov.br](mailto:paulo.marques@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 MOU shall become effective upon signature of all parties and shall expire three (3) years after such date unless there are active project agreements operating under this MOU, in which case the MOU 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 MOU. No new Project Agreement (s) shall be undertaken after the original MOU expiration date. This MOU 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.

5.2. 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.

#### **Termination**

5.3. This MOU 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 four (4) months' written notice, in which case all reasonable efforts shall be made to minimize disruption of work under existing Project Agreement (s).

### **Language of Execution**

5.4. Although all languages are deemed equally authentic, 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. All official notices, communications, and proceedings under this MOU shall be delivered/conducted in English.

### **Entire Agreement / Modification**

5.5. This MOU constitutes the entire agreement between the Parties and may be amended only in writing signed by all Parties.

## **SECTION 6**

### **Signatures and Dates**

**IN WITNESS WHEREOF**, the Parties hereto, each acting through their duly authorized representative, have signed the present Memorandum of Agreement in two (2) originals, one (1) in Portuguese, and one (1) in English.

London, United Kingdom, 30 of November , 2017.

#### **For The London School of Economics and Political Science – LSE**

Name: **ANDREW WEBB**

Title: School Secretary

Signature: 

#### **For The National School of Public Administration Foundation – Enap**

Name: **FRANCISCO GAETANI**

Title: President

Signature: 