



## **Memorandum of Understanding between**

**THE FUNDAÇÃO ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA,**

**and**

**THE HUNAN ACADEMY OF GOVERNANCE**

The **FUNDAÇÃO ESCOLA NACIONAL DE ADMINISTRAÇÃO PÚBLICA** (National School of Public Administration Foundation), a federal public foundation linked to the Ministry Management and Innovation in Public Service (MGI), hereinafter referred to as **ENAP**, whose registered office is at SAIS Area 2A - 70.610-900, in Brasília, Federal District, and National Registry of Legal Entities (CNPJ) is under No. 00.627.612/0001-09, herein represented by its current President, Mrs. **BETÂNIA PEIXOTO LEMOS**

and the **HUNAN ACADEMY OF GOVERNANCE**, hereinafter referred to as **HAG**, whose registered office is at No. 386 Baiyun Road, Yuelu District, Changsha City, Hunan Province China, herein represented by its Vice President in charge of daily work , **MR.ZHAOKAIMING**

wishing to strengthen the relations between their institutions in the fields of education and research and hereinafter collectively referred to as "the Parties" and individually as a "Party", as provided by this **Memorandum of Understanding (MoU)**, agree as follows:

### **CLAUSE ONE**

#### **Purpose**

1.1. The purpose of this MoU is to set the foundation for collaboration between the Parties and to promote programs and projects that foster cooperation between them in the fields of education, research and training of civil servants, in reliance on mutual benefit, equality cooperation and reciprocity.

## **CLAUSE TWO**

### **Cooperation Areas**

2.1. The MoU established by the provisions hereof may include:

- (1).Receiving visiting delegations
- (2).Joint training for government officials
- (3).Joint research activities
- (4).Participation in seminars, academic meetings and specific projects;
- (5).Sharing of remote education courses;
- (6).Interchange of staff, visiting professors and students from the institutions;
- (7).Interchange of relevant publications, scholarly materials, and other information;
- (8).Potential exchange of information and consultations between the Parties whenever necessary and appropriate in order to foster and identify addition areas of collaboration;
- (9).Other activities agreed by both Parties.

## **CLAUSE THREE**

### **Implementation of the Cooperation Activities**

3.1 Activities and specific programs should be developed considering the provisions of this document as well as any arrangements necessary for its implementation, and should be mutually discussed and agreed upon in writing by the Parties before it starts.

3.2. The cooperation actions that may come to be developed as a result of this MoU which require both legal regulations for its implementation will have their specific conditions, description of tasks, financial responsibilities, deadlines and other requirements defined in specific instruments.

3.3 Other related activities may also be agreed between the Parties, under the regulations applicable to each of the institutions and subject to the internal policies and procedures of each Party.

## **CLAUSE FOUR**

### **Intellectual Property**

4.1. The Parties will both own the intellectual property that will be developed jointly through the MoU established herein.

4.2. Whenever a Party receives any information from the other Party, it shall take the

necessary measures to protect the intellectual property received.

4.3. The exchange of information under this MoU shall not imply the transfer of any intellectual property rights from one Party to the other, unless expressly agreed otherwise by the Parties.

4.4. Neither Party claims, in virtue hereof this MoU, any existing or pending intellectual property right or legal interest, including patents, trademarks, copyrights, design patents or other rights of the other Party.

#### **CLAUSE FIVE**

##### **Use of the Name**

5.1. Any use of a Party's name or logo by the other Party in advertisements, notices or publications relating in any way to the activities described in this MoU shall be subject to prior written approval.

#### **CLAUSE SIX**

##### **Financial Arrangements**

6.1. The provisions hereof do not imply any transfer of financial resources between the Parties.

6.2. The Parties hereby agree that any future financial commitments will be mutually agreed by them through specific procedures, which will be subject to budget availability and to their specific regulations.

#### **CLAUSE SEVEN**

##### **Duration, Amendments and Termination**

7.1. This MoU shall enter into force from the date on which the last Party signs it and shall be valid for a period of five (5) years, which may be extended separately by mutual written agreement between the Parties.

7.2. The terms of this MoU may be revised and modified through mutual written agreement between the Parties.

7.3. Either party may terminate this MoU, with or without cause, by giving the other party written notice at least three (3) months in advance.

7.4. In the event that this MoU is terminated, any activities or agreements undertaken in accordance with it will continue in effect in accordance with their respective terms.



**CLAUSE EIGHT**  
**Divergence of Interpretation**

8.1. Any divergence of interpretation between the Parties arising out of or relating to this MoU, including interpretation or application of any provision hereof, shall be resolved amicably by the Parties.

**CLAUSE NINE**  
**Language**

9.1. Six original signed copies of this MoU will be produced, two in Portuguese, two in Chinese and the other in English, all of which have the same effect.

**CLAUSE TEN**  
**Publication**

10.1. ENAP will publish, at its own expense, an extract from this MoU, in the Federal Register of Brazil, within the deadline and in accordance with the rules established in the sole paragraph of Art. 61, combined with Art. 116, both of Law 8.666, of June 21, 1993.

**CLAUSE ELEVEN**  
**Supervision**

11.1. On the part of the ENAP, the supervision of this MoU will be exercised by General Coordinator for Institutional Relations or by whoever represents them. On the part of HAG, it will be exercised by the General Office or by whoever represents them.

**CLAUSE TWELVE**  
**Communication and notification**

12.1 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:

12.1.1 For HAG:

Hunan Academy of Governance  
A/C: Leadership Training Center (International Exchange Center)  
Address: No. 386 Baiyun Road, Yuelu District, Changsha City, Hunan  
Province China

CHINA  
Phone: +86 731 8278 0518  
E-mail: evelyn.f.77@foxmail.com

12.2.2 For Enap:

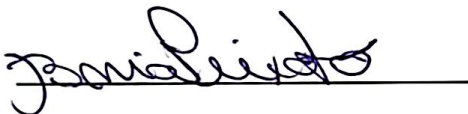
Brazilian National School of Public Administration  
A / C : General Coordination for Institutional Relations  
SAIS Área 2A - Brasília - DF  
CEP: 70610-900  
BRAZIL  
Phone: +55 61 2020 3403  
E-mail: articulacao@enap.gov.br

12.2.3 Each Party may, by written notice to the other Party, designate additional representatives or substitute representatives referred to in this Section by other representatives.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have signed this Memorandum of Understanding.

Representing  
FUNDAÇÃO ESCOLA NACIONAL  
ADMINISTRAÇÃO PÚBLICA

BETÂNIA PEIXOTO LEMOS

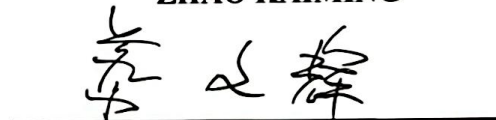


President of ENAP

Date: \_\_\_\_\_

Representing  
HUNAN ACADEY OF GOVERNANCE

ZHAO KAIMING



Vice President in charge of daily work of HAG

Date: 2025.1.31