

MEMORANDUM OF UNDERSTANDING EV.G

MEMORANDUM OF UNDERSTANDING SIGNED BETWEEN THE NATIONAL SCHOOL OF PUBLIC ADMINISTRATION - ENAP AND THE (ASSOCIATED INSTITUTION) AIMED AT THE TRAINING AND IMPROVEMENT OF PEOPLE WITHIN THE FRAMEWORK OF THE VIRTUAL SCHOOL OF GOVERNMENT - EV.G.

THE NATIONAL SCHOOL OF PUBLIC ADMINISTRATION , registered under the CNPJ/MF number 00.627.612/0001-09 with headquarters in SAIS, Area 2A, CEP 70610-900, Brasilia-DF (hereinafter, full address of the headquarters), hereinafter referred to as ENAP , represented by its President, Mrs. BET NIA PEIXOTO LEMOS, designated for the function according to ordinance no. 1,818, of the Civil House of the Presidency of the Republic, registration xxxxx, and

The following Institutions, represented by their directors, indicated at the end of this document:

[[NAME OF THE OTHER ORGANIZATION OR INSTITUTION]], with headquarters in [insert here the full address of the headquarters], hereinafter referred to as [[ACRONYM]] represented by his [[Signatory Title]], Mr. [[name complete]], [[nationality]], bearer of Identity Card No. xxxxxxxx.

...

[[NAME OF THE OTHER ORGANIZATION OR INSTITUTION]], with headquarters in [insert here the full address of the headquarters], hereinafter referred to as [[ACRONYM]] represented by his [[Signatory Title]], Mr. [[name complete]], [[nationality]], bearer of Identity Card No. xxxxxxxx.

in view of the constant in case nº xxxxxx and

CONSIDERING THAT:

Enap's corporate purpose is the promotion, preparation and execution of training programs for human resources of the Federal Public Administration, aimed at increasing the capacity of the State in the management of public policies;

The commitment of the Institutions identified with the development and professional training is to promote the development of public servants and citizens interested in the necessary skills to achieve excellence in the performance and control of the bodies and entities of the direct and autonomous federal public administration;

The Brazilian National Public Servant Development Policy, in compliance with Ordinance No. 9,991/2019, of August 28, 2019 that establishes the following guidelines: promoting innovation and transformation of the State and the improvement of public services, with a focus on the citizen, through the following activities: continuous development of public servants; promotion and development of research and innovation; exploration, promotion and dissemination of knowledge and development of entrepreneurship and leadership in the public sector;

Enap and the participating institutions recognize the value of the concepts of openness and sharing as new social and educational paradigms (open content , open data , open resources , transparency and easy access to data and information), data analysis as a source of information for personalize educational experience and performance measurement, informal education as a formative alternative more adherent to the development of skills for work.

RESOLVES to celebrate this MEMORANDUM OF UNDERSTANDING, through the following clauses and conditions:

1. FIRST CLAUSE - OBJECT

- 1.1. The purpose of this MEMORANDUM OF UNDERSTANDING is to formalize the interest of Enap and [NAME OF THE INSTITUTION] in establishing technical and operational cooperation bases for the open offer of distance courses in the EV.G for public servants and citizens on issues related to the government and the citizenry. policies, with a view to strengthening democracy and public service.

2. SECOND CLAUSE - OPERATIONALIZATION OF COOPERATION ACTIVITIES

- 2.1. The operationalization of the object of this agreement will be carried out based on equality and the reciprocal benefit of the participants, according to the possibilities available.
- 2.2. The parties will indicate the officials responsible for conducting this agreement, who will make the necessary efforts to implement the objectives and commitments assumed with the signing of this instrument.
- 2.3. Participating institutions will have their institutional logo available on a page specially dedicated to this purpose and in EV.G promotional materials.
- 2.4. The participating institutions may cooperate, according to their nature and institutional interest, in one or more of the following ways:

- 2.4.1. **Content Institution:** institution responsible for developing the content, protecting copyrights and maintaining the technical quality of the course.
- 2.4.2. **Academic Institution:** public school, university or equivalent institution, responsible for validating and maintaining the pedagogical and methodological quality of the course.
- 2.4.3. **Certifying Institution:** technical or governmental institution with formal competence to recognize a course or program as a degree requirement to access the benefits derived from the degree.
- 2.4.4. **Sponsoring Institution:** institution committed to public values, responsible for financing the EV.G. course or service.
- 2.4.5. **Translating institution:** institution responsible for translating the content of the course or platform.
- 2.5. The certificate of completion that is issued to the student approved in a course offered in EV.G by a participating institution, must necessarily bear the logo of the respective participating academic institution responsible for the pedagogical and methodological validation of the course, which may be Enap, and the logo of the respective content, certifying, sponsoring and translating institutions, as appropriate.
- 2.6. The offer of courses from the EV.G catalog by the participating institutions will be carried out through:
 - 2.6.1. Development of new courses directly in EV.G, with or without transfer of funds to Enap.
 - 2.6.2. Migration of pre-existing courses on other platforms to the EV.G
 - 2.6.3. Translation of existing courses in EV.G into other languages.
 - 2.6.4. Integration between EV.G and the Learning Management System of the participating institution through an API.
- 2.7. El desarrollo de las actividades resultantes de este instrumento que impliquen la asunción de obligaciones entre las partes, con o sin transferencia de recursos, se formalizará mediante un instrumento legal previo y adecuado a ser suscrito entre los participantes involucrados en el proyecto, en cumplimiento de las normas legales y reglamentarias pertinentes a la materia.
- 2.8. In all cases, the offer of courses by EV.G participants includes:
 - 2.8.1. Registration and issuance of certificates through the EV.G platform, with the logo of the participating institutions.
 - 2.8.2. Access, by the participants, to the data of the users enrolled in the courses offered, as necessary, respecting the precepts of the General Data Protection Law (LGPD) and the principles of transparency and access to information.
 - 2.8.3. First level support service to the users of the courses offered.

3. THIRD CLAUSE - ADHESION

- 3.1. Interested institutions may adhere to this agreement, jointly or separately, according to their identification and relevance to common objectives.

4. FOURTH CLAUSE - OF THE COMMITMENTS OF THE PARTICIPANTS

- 4.1. For the execution of the objectives proposed in this Memorandum of Understanding, the participants undertake, according to their institutional purposes and according to their possibilities, to:
 - 4.1.1. Contribute to the achievement of the purpose of this Memorandum of Understanding.
 - 4.1.2. Guarantee the execution of the projects and the correct application of the resources assigned to them.
 - 4.1.3. Provide technical, administrative, financial and operational support to the activities to be carried out, within the powers assigned to each of the participants, established in a specific instrument.
 - 4.1.4. Notify each and every one of the irregularities that may occur during the execution of this Memorandum of Understanding.
 - 4.1.5. Guarantee the responsible servers, and/or the people indicated by them, access to monitor the execution of this Memorandum of Understanding.
 - 4.1.6. Promote and encourage the exchange of courses and educational content, as well as of teachers, researchers and public agents for the development and offer of courses and educational events carried out in the distance modality, and other national and international activities of common interest.
 - 4.1.7. Promote training programs for teachers, researchers and public agents, in addition to contributing to the coordination of research and training events of mutual interest.
 - 4.1.8. Jointly disclose the results obtained as a consequence of the activities programmed under the terms of this Memorandum of Understanding.
 - 4.1.9. Accept, comply with and enforce the legislation, standards and technical and administrative instructions of each of the participants.
 - 4.1.10. Ensure the management and negotiation of the copyright of the intellectual production of the institution, as well as other materials used in the scope of its activities, defending the non-violation of copyright of a patrimonial or moral nature, in accordance with the Brazilian and international legislation on the matter.
 - 4.1.11. Preserve public values and democracy in their actions inside and outside of society.
 - 4.1.12. Responsible use of the data to which they have access as a result of the association.

5. FIFTH CLAUSE - FINANCIAL PROVISIONS

- 5.1. This Memorandum of Understanding will not give rise to the transfer of financial resources between the participants.
- 5.2. The expenses eventually necessary for the full achievement of the agreed purpose will be borne exclusively from the specific allocations in the budget of the participants.
- 5.3. The services resulting from this Memorandum will be provided on a mutual cooperation basis, and will not be liable for any remuneration for them.

6. SIXTH CLAUSE - HUMAN RESOURCES

- 6.1. The human resources used by any of the participants as a consequence of the activities of this MEMORANDUM OF UNDERSTANDING will not undergo any change in their relationship nor will they imply any burden for the other participants.

7. SEVENTH CLAUSE - VALIDITY

- 7.1. This Memorandum of Understanding will be valid until **July 31, 2028**, counted from the date of its signature, and may be extended by mutual agreement between the institutions by signing an amendment.

8. EIGHTH CLAUSE - PUBLICATION

- 8.1. Enap will provide, as a condition for its effectiveness, the publication of this agreement, in the form of an Extract, in the Official Gazette of the Union of Brazil, within 20 (days) following the date of signing, in line with the Law No. 14,133 of April 1, 2021.

9. NINTH CLAUSE - TERMINATION

- 9.1. This Memorandum of Understanding may be terminated:
 - 9.1.1. By the advent of the final term, without the participants having signed an amendment to renew it;
 - 9.1.2. by communication from any of the participants, if they are no longer interested in maintaining the company; either
 - 9.1.3. by consensus of the participants before the advent of the final term of validity, and must be duly formalized.

10. TENTH CLAUSE - LANGUAGE OF EXECUTION

- 10.1. Two original signed copies of this MoU will be produced, one in Portuguese and one in English.

11. ELEVENTH CLAUSE - GENERAL PROVISIONS

- 11.1. The cases omitted in this instrument will be submitted to the appreciation of the parties for a common solution, in accordance with current legislation.

12. TWELFTH CLAUSE - JURISDICTION

- 12.1. Any dispute arising from this Memorandum of Understanding will be resolved administratively between the participants. Those that cannot be resolved administratively will be processed and judged before the Brazilian Chamber of Conciliation and Arbitration of the Federal Administration, in accordance with article 11 of Provisional Measure No. 2.185-35 of August 24, 2001.

And for being fair and consensual, the participants sign this MEMORANDUM OF UNDERSTANDING

DIGITAL SIGNATURES

Betânia
President of the National School of Public Administration Foundation

Lemos

XXXXXX
Representative

TERM OF ADHESION TO THE MEMORANDUM OF UNDERSTANDING

TERM OF ADHESION TO MEMORANDUM OF UNDERSTANDING Nº XXX, SIGNED BETWEEN THE PUBLIC ADMINISTRATION SCHOOL FOUNDATION - ENAP AND THE PUBLIC INSTITUTIONS THE TRAINING AND IMPROVEMENT OF PEOPLE IN THE FIELD OF THE VIRTUAL SCHOOL OF GOVERNMENT - EV.G.

NAME OF THE INSTITUTION, represented by, resolves to sign this TERM OF ADHESION to the Memorandum of Understanding no. xxx, signed between the Fundação Escola de Administração Pública - Enap and the Public and Private Institutions with the aim of collaborating for the open offer of self-taught courses made available by Enap on the EV.G Platform, subject to the following clauses and conditions:

1. FIRST CLAUSE - OBJECT

- 1.1. The purpose of this AGREEMENT is the ADHESION of the participating Institution to the terms of the MEMORANDUM OF UNDERSTANDING, whose purpose is to establish the bases of technical and operational cooperation for the open offer of distance courses in the EV.G for public servants and citizens on topics related to government and citizenship. policies, with a view to strengthening democracy and public service.

2. SECOND CLAUSE - LEGAL EFFECTS

- 2.1. With the signing of this term of adhesion, the Institution:
 - 2.1.1. assumes all the commitments attributed to the participants in the MEMORANDUM OF UNDERSTANDING;
 - 2.1.2. will be the owner of the rights provided in the MEMORANDUM OF UNDERSTANDING;
 - 2.1.3. declares to have received, read, analyzed, understood and agreed with the terms of the MEMORANDUM OF UNDERSTANDING.

3. THIRD CLAUSE - FINANCIAL PROVISIONS

- 3.1. This Memorandum of Understanding is signed free of charge and will not result in the transfer of financial resources between the participants.

4. FOURTH CLAUSE - VALIDITY

- 4.1. The validity of this Adhesion Term will coincide with that of the MEMORANDUM OF UNDERSTANDING from its publication, which took place in the Official Gazette of the Union of Brazil on xxxxx.

5. FIFTH CLAUSE - PUBLICATION

- 5.1. Enap will arrange for the publication of an extract of this Term in the Official Gazette of the Federation within 20 (twenty) days of its signing.

6. SIXTH CLAUSE - TERMINATION

- 6.1. This TERM OF ADHESION may be denounced or denounced by either party, at any time, provided that the interested party notifies the other, in writing, at least 30 (thirty) days in advance.

And so, being in full agreement, the respective representatives sign:

BETÂNIA
President of the National School of Public Administration Foundation

LEMOS

XXXXXX
Representative