



Ministério Público
do Distrito Federal
e Territórios



TECHNICAL COOPERATION AGREEMENT

Administrative Management Procedure - PGEA MPDFT n.º 08191.051100/2019-24

COOPERATION AGREEMENT CELEBRATED
BETWEEN THE PUBLIC MINISTRY OF THE UNION,
IN THIS ACT REPRESENTED BY THE PUBLIC
MINISTRY OF THE FEDERAL DISTRICT AND
TERRITORIES AND SYRACUSE UNIVERSITY
COLLEGE OF LAW, NON-PROFIT
ORGANIZATIONS.

The **PUBLIC MINISTRY OF THE UNION (MINISTRY OF THE FEDERAL DISTRICT AND TERRITORIES)**, hereinafter referred to as "MPDFT", with headquarters in Brasília/DF, at Praça Municipal, Lote 2, Edifício-Sede do MPDFT, registered under the Corporate Taxpayer's (CNPJ/MF) under the No. 26.989.715/00002-93, represented herein by **MRS. FABIANA COSTA OLIVEIRA BARRETO**, Attorney General of Justice, and **SYRACUSE UNIVERSITY COLLEGE OF LAW** hereinafter referred to as SU, represented herein by **MICHELE G. WHEATLY**, Vice Chancellor for Academic Affairs and Provost, CELEBRATE this COOPERATION AGREEMENT (hereinafter "Cooperation Agreement" or simply "Agreement"), pursuant to the terms and conditions set forth below and subject to the parties, as appropriate, to the provisions of Act No. 8,666 / 1993, and its amendments.

SECTION 1 – Subject Matter

1 - This Cooperation Agreement is aimed at the formalization of an agreement that enables partnership in training, development and education initiatives by the Parties.



SECTION 2 - Purpose

2 - The purpose of the agreement is to promote the development of academic activities of common interest, focused on the training and development of the personnel of the Parties, by means of the provision of necessary infrastructure and conditions for the achievement of institutional goals for both Parties.

SECTION 3 - Performance

3 - MPDFT and SU may maintain an active exchange of information and understandings regarding the respective academic activities that they carry out.

3.1 - The Parties may facilitate the foreign exchange of professors, guest speakers and researchers in the areas of interest of both Parties, with the possibility of developing academic papers about the topics of their expertise.

3.2 - The realization of this exchange may be perfected upon consultation through the corresponding institutional channels.

3.3 - The programs and actions eventually arising from this agreement must be authorized through a written act, signed by both Parties, comprehending the details of the program and may contain:

- a) identification of the purpose and of the activity;
- b) means of implementation;
- c) adequate funds (implementation and disbursement schedule), if applicable;
- d) means of evaluation, if applicable; and



- e) approval of the competent authorities.

SECTION 4 - Cooperating Parties

4 - The following constitute common objectives of the Parties:

- a) to provide necessary human resources and materials for the performance of initiatives dealt with under this Agreement, pursuant with internal regulations and within their availability;
- b) to recruit, select and train, whenever necessary, the human resources that participate in the initiatives set forth in this Agreement;
- c) to draft and present a final report of the activities performed that gather the results obtained in each action, program or activity.

SECTION 5 - Types of Academic Activities

5 - Are modalities of academic activities those related to teaching, research and extension courses, such as postgraduate courses, research projects and programs, training courses, bibliographic surveys, promotion of seminars, symposiums, as well as the development of ideas, advanced studies and specific projects of common interest.

5.1 - In the course of their Agreement, the Parties may exchange information, that could be confidential and not (a) known to the general public, (b) already known, through legal means, to the Party receiving the information, or (c) legally obtained from a third party. Each Party agrees to use the other Party's confidential information solely for the purpose contemplated by this Agreement and not to disclose such confidential information to any person or entity other that is not necessary for such purposes.

5.2 - For a period of 5 (five) years, SU College of Law will reserve a minimum



of 2 (two) and a maximum of 6 (six) seats in its LL.M. Program for prosecutors and employees of the MPDFT (hereinafter known as “Sponsored Students”).

5.2.1 - In order to qualify as a Sponsored Student, the applicant must fulfill all the admission requirements of the LL.M. Program, including submitting a full and complete application with the necessary documentation. The applicant(s) must show proof of employment with MPDFT prior to matriculation. SU reserves the right to reject or revoke an acceptance of a Sponsored Student if SU determines that his/her application or performance does not comport with SU’s protocols or standards at any time.

5.2.2 - As Sponsored Students, applicants to the LL.M. Program will receive preferential and expeditious consideration during the admission process. In addition, and where appropriate, Sponsored Students will receive endorsement by the SU College of Law for admission to the English Language Institute.

5.2.3 - Sponsored Students who are offered admission under this Agreement will receive a 50% (fifty percent) deduction in LL.M. Program’s tuition. Such concession can only be applied to LL.M. Program’s tuition during the academic year/term in which the applicant was admitted.

5.2.4 - Sponsored Students will be responsible for all costs of attendance, which may include, but are not limited to, tuition, students’ living expenses, housing, health insurance, visas, transportation, as well as any ancillary and/or mandatory fees imposed by SU.

SECTION 6 - Amendment and Termination

6 - This Agreement may be terminated at any time, in the interest of one or both Parties, since that there is a written notification with at least 30 (thirty) days prior notice.

6.1 - Any termination of this Cooperation Agreement shall not affect ongoing projects, activities or services commenced upon its signature.

6.2 - Except for its purpose and maximum term, this agreement may be



amended during its execution by written amendment signed by both parties.

SECTION 7 - Promotional Activity

7 - Any promotional action pursuant to this agreement or instruments entered into on this basis may only take place with the express permission of both parties.

7.1 - The Parties are prohibited from using the names, symbols or images that characterize personal propaganda of authorities or public officials. The Parties may approve in advance the use of its name, trademarks or other intellectual property.

SECTION 8 - Costs

8 - The costs arising from any action or activity based on this cooperation agreement shall be borne by either party or, if the parties agree, based on reciprocity.

8.1 - In case of transfer of financial resources between the Parties, the transfers shall be formalized subject to the provisions of the applicable legislation and will be formalized through specific agreements or other appropriate instruments.

SECTION 9 - Delegation

9 - The responsibilities set forth in this Agreement may not be transferred, delegated or even outsourced, unless by mutual agreement of the Parties.

SECTION 10 – Contract Term



10 - This Cooperation Agreement shall enter into force upon signature.

SECTION 11 – Term of Validity

11 - The term of validity of this cooperation agreement is 5 (five) years from the date of signature, observing the provisions of art. 57, inc. II, of Act No. 8,666 / 1993.

SECTION 12 - Official Publication

12 - The publication of this instrument will be made in an extract, in the Official Gazette (*Diário Oficial da União*), at the expense of MPDFT, pursuant to the sole paragraph of article 61 of Act No. 8,666 / 1993.

12.1 - Each Party shall publicize this Cooperation Agreement, subject to the limitations of this Agreement.

SECTION 13- Final Provisions

13.1 - This Agreement is a non-binding declaration of will by the parties, and does not create any liability or obligation for either party except: a) an obligation to act in good faith to establish the programs described herein and b) obligations of confidentiality and limited use of information and intellectual property as described above. Both parties have the right to unilaterally terminate this Agreement at any time.



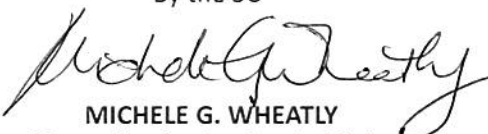
Ministerio Público
do Distrito Federal
e Territórios



And, because they are fair and contracted, the Parties sign this instrument in 2 (two) copies of equal content and form, so that its legal effects arise, in the presence of witnesses who also undersign it.

Brasília-DF, Brazil. August 07, 2019.

By the SU


MICHELE G. WHEATLY
Vice Chancellor for Academic Affairs and
Provost

By the MPDFT


FABIANA COSTA OLIVEIRA BARRETO
Attorney General of Justice

ANTONIO GIDI
Teaching Professor of Law

Witnesses

1st Witness

Signature: 

Name: LEONARDO ROSCOE BOSSA

Individual Taxpayer's ID No. / CPF: 265 536 351-51

2nd Witness

Signature: 

Name: Sarah L. M. Andrew

Individual Taxpayer's ID No. / CPF: 15-0532081