



**MINISTÉRIO PÚBLICO DA UNIÃO
ESCOLA SUPERIOR DO MINISTÉRIO PÚBLICO DA UNIÃO
DIRETORIA-GERAL**

COOPERATION AGREEMENT

**COOPERATION AGREEMENT SHALL CONCLUDE
BETWEEN THE HIGHER SCHOOL OF THE PUBLIC
PROSECUTION SERVICE, AND THE UNIVERSITY OF
FLORIDA BOARD OF TRUSTEES.**

THE HIGHER SCHOOL OF THE PUBLIC PROSECUTION SERVICE, an autonomous body created by Law 9.628/1998, hereinafter referred to as ESPMU, with its headquarters in Brasília/DF, at Avenida L-2 Sul quadra 603, Lote 22, enrolled in CNPJ/MF n. 03920829/0001-09, herein represented by its Acting General Director Manoel Jorge e Silva Neto, and **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, hereinafter referred to as UF, Legal entity (Public/Private), on behalf of its **LEVIN COLLEGE OF LAW** with headquarters at 309 Village Drive, Gainesville, Florida, U.S.A, represented in this instrument by Merritt E. McAlister, Interim Dean, and its **CENTER FOR LATIN AMERICAN STUDIES** with headquarters at 319 Grinter Hall, Gainesville, Florida, USA, represented in this instrument by Director Carlos De La Torre, **CONCLUDE** this **COOPERATION AGREEMENT**, under the terms and conditions herein described and agreed by the parties, according to the applicable legislation.

FIRST CLAUSE – Object

1. The present agreement aims to establish the collaboration between ESPMU and UF, with the purpose of implementing joint actions which ensure the carrying out of academic activities related to teaching, research and extension, including joint realization of courses and seminars, developing mutual interest activities of the parties.

SECOND CLAUSE – Modalities for Cooperation

2.1. The cooperation proposed by the parties may consist of Completion of postgraduate courses, research projects and programs, extension activities, as well as the development of ideas, advanced studies, specific projects of common interest, exchange of students, teachers, lecturers, and researchers in the areas of interest of both parties, for the purpose of developing works on subjects of their specialty.

2.2. The Parties shall not be obliged to establish activities or projects in all forms of cooperation referred to in this clause.

2.3. This Cooperation Agreement is a statement of intent and does not create any legally binding obligations between the parties. The purpose of the cooperation is to foster the development of

and training the parties' personnel, by providing the necessary conditions and infrastructure to achieve the institutional objectives of both parties.

THIRD CLAUSE – Obligations of Parties

3.1. The Parties here agree to endeavor as follows:

- a) make available human and material resources necessary to carry out the afore mentioned actions, subject to internal rules and availability;
- b) recruit, select and train, when necessary, the human resources participating in the actions provided for in this agreement;
- c) prepare and present a final report of the activities gathering the results obtained in each action, program or activity, when necessary;
- d) provide necessary resources for the implementation of the programs to be developed;

FOURTH CLAUSE – On the execution

4.1. For the fulfillment of the agreed obligations, the parts will maintain an active exchange of information and understanding about their respective activities.

4.2. Activities, projects or actions under this Agreement shall be formalized through a separate written agreement approved by the competent authorities, which shall be an integral part of this Agreement, and shall contain at least:

- a) Identification of the object to be executed;
- b) Focal Point Suggestion (responsible for coordinating activities);
- c) Goals to be achieved;
- d) Stages and schedule of execution of activities or projects;
- e) Prediction of start and end of object execution;
- f) Responsibilities of the parties, with estimated costs (if any);
- g) Any other information that the parties consider relevant.

FIFTH CLAUSE – Financial Resources

5.2. Each party will carry out the actions or activities arising from this cooperation agreement through its own logistics availability.

5.3. Exceptionally, if there are activities arising from this instrument that involves the transfer of financial resources between the parties, the transfers should be justified in a specific administrative proceeding, subject to the provisions of local legislation and memorialized in separate written agreements that detail the terms, conditions, and commitment of resources (financial or otherwise) required of each party in connection with the specific activity.

SIXTH CLAUSE – The term

6.1. The initial term of this Cooperation Agreement shall be effective from the Effective Date for a period of three (3) years.

SEVENTH CLAUSE – Amendment

7.1. This Agreement may be amended by the Parties by mutual agreement, during its term, by means of an addendum, the amendment of its object being prohibited, and always complying with the requirements regarding advertising.

EIGHTH CLAUSE – Termination

8.1. This agreement may be terminated by:

I – unilateral act by either party, provided that its intention is given in writing at least 30 days in advance.

II – by mutual agreement, in writing.

8.2. The eventual termination of this cooperation agreement will not affect the execution of projects and/or activities in progress and started during its term, being each party responsible for the tasks in execution.

NINETH CLAUSE – Publishing and Advertising


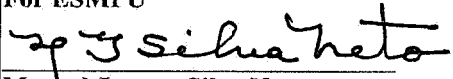
9.1. ESMPU shall arrange for the publication of the extract of this Cooperation Agreement in the Brazilian Federal Official Gazette, subject to the corresponding legal deadline, and each Cooperating Party shall undertake to publicize its contents within the scope of its activities.

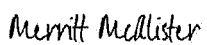
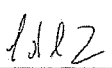
TENTH CLAUSE – Settlement of Differences

Agreement is based on common effort and mutual will, as well as on the principle of good faith. Any questions and differences regarding their interpretation or application will be amicably resolved by agreement between the parties.

10.2. The parties have caused their duly authorized representatives to execute and deliver this Agreement as of the Effective Date. This Agreement is completed in English and Portuguese; in the case of any discrepancy between the two versions, the English version shall prevail.

Therefore, by being fairly bound and agreed, the parties sign the present instrument in two (2) copies of the same content and form, so that its legal effects can occur.

<p>For the University of Florida Board of Trustees</p>  <p>Prof. Marta L. Wayne Dean, UF Intl. Center and Associate Provost Date: 7/24/2023 3:20 PM EDT</p>	<p>For ESMPU</p>  <p>Manoel Jorge e Silva Neto Acting Director General of ESMPU Date: _____</p>
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<p></p> <p>Prof. Merritt E. McAlister Interim Dean, UF College of Law Date: _____</p>
<p></p> <p>Prof. Carlos De la Torre Director, UF Center for Latin American Studies Date: _____</p>



Documento assinado eletronicamente por Manoel Jorge e Silva Neto, Diretor-Geral em Exercício, em 18/05/2023, às 18:20 (horário de Brasília), conforme a Portaria ESMPU nº 21, de 3 de março de 2017.



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ATTACHMENT A: CONTACT INFORMATION

Any correspondence regarding this MOU shall be directed and sent to the appropriate contacts at each institution as set forth below:

Attachment A

UF LEVIN COLLEGE OF LAW	
Administrative Management	Academic Management
Dr. Susanne Hill Executive Director International Center P.O. Box 113225 170 HUB University of Florida Gainesville, Florida, 32611-3225 Phone: 352-273-1500 Fax: 352-392-5575 E-mail: shill@ufic.ufl.edu https://internationalcenter.ufl.edu/	Timothy McLendon, JD Legal Skills Professor & Assistant Director Center for Governmental Responsibility Levin College of Law P.O. Box 117629 320 Holland Hall University of Florida Gainesville, FL 32611-7629 Phone: 352-273-0846 Email: mclendon@law.ufl.edu https://www.law.ufl.edu/faculty/timothy-mclendon

ESCOLA SUPERIOR DO MINISTÉRIO PÚBLICO DA UNIÃO	
Primary Contact	Secondary Contact
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