

**COOPERATION AGREEMENT SHALL
CONCLUDE BETWEEN THE HIGHER
SCHOOL OF THE PUBLIC
PROSECUTION SERVICE AND THE
SIRACUSA INTERNATIONAL
INSTITUTE FOR CRIMINAL JUSTICE
AND HUMAN RIGHTS.**

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 Brasilia/DF, at Avenida L-2 Sul quadra 603, Lote 22, enrolled in CNPJ/MF n. 03920829/0001-09, herein represented by its General Director RAQUEL BRANQUINHO PIMENTA MAMEDE NASCIMENTO appointed by Ordinance PGR/MPU n. 278, from 18/12/2023, published in the Federal Official Gazette on 19/12/2023 and **THE SIRACUSA INTERNATIONAL INSTITUTE FOR CRIMINAL JUSTICE AND HUMAN RIGHTS**, hereinafter referred to as the International Syracuse Institute, a non-profit organization, at Via Logoteta, 27, 96100, Syracuse, Italy, tax identification code no. 80001810896, represented in this instrument by its President, JEAN FRANÇOIS THONY, appointed by minute no. 35 of 04/12/2023, **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 partnership between ESPMU and International Institute the Siracusa, with the purpose of implementing joint actions which ensure the carrying out of academic activities related to research, training activities and knowledge exchange.

SECOND CLAUSE - Modalities for cooperation

2. The cooperation proposed by the parties shall consist of:

- i. Promoting Institutional Exchanges: inviting scholars, delegates, and designated participants for programs, lectures, and/or research projects to facilitate knowledge exchange.
- ii. Organizing Collaborative Events: arranging symposia, conferences, meetings, and training sessions on relevant issues, fostering a conducive environment for meaningful discussions.
- iii. Sharing Information and Developments: facilitating the exchange of information on mutual concerns within their respective institutions, ensuring a continuous flow of knowledge.

iv. Executing Joint Programs: implementing various joint programs and cooperation activities if agreed upon by the Parties, strengthening collaborative initiatives for mutual benefit. Further details regarding specific projects between the Parties will be separately agreed upon on a case-by-case basis.

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

2.2 The purpose of the cooperation is to foster the development of activities of common interest, aimed at improving 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. The Parties hereto agree as follows:

- a) Make available human and material resources necessary to carry out the aforementioned 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;
- d) Provide necessary resources for the implementation of the programs to be developed;

FOURTH CLAUSE - On the execution

4. For the fulfillment of the agreed obligations, the ESMPU and the International Institute the Siracusa will maintain an active exchange of information and understanding about their respective activities.

4.1 Activities, projects or actions under this Agreement shall be formalized through a work plan (or other written instrument) 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. This Cooperation Agreement does not involve transfer of financial resources between the parties.

5.1 Each party will carry out the actions or activities arising from this cooperation agreement through its own logistics availability. Parties may decline to undertake an activity where it appears that the costs of the activities could not be balanced financially.

5.2 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 current legislation.

SIXTH CLAUSE – The term

6. This Cooperation Agreement will be valid for a period of three (3) years and will take effect from the date of its signature by the authorized representatives of the institution, and may be extended by means of an addendum, as long as there is interest from the participants.

6.1 Its effectiveness will be conditional on publication, in accordance with the law applicable to each party.

SEVENTH CLAUSE - Amendment

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

7.1 The amendment shall be effective according to clause 6 of this Memorandum of Understanding.

EIGHTH CLAUSE - Termination

8. This agreement may be terminated:

i. Unilaterally by either party, provided that its intention is given in writing at least 6 months in advance.

ii. By expiration of the Cooperation Agreement term set in clause six, with (3) months prior written notice given by either Party.

8.1 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. ESMPU shall arrange for the publication of the extract of this Cooperation Agreement in the 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 disputes


10. The implementation of this 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.

10.1 However, if no agreement can be reached, the Federal Court, Judiciary Section of Brasilia - Federal District, is hereby elected to resolve any disputes, waiving any other jurisdiction, however privileged it may be.


10.2 This Agreement has been written and signed in Portuguese and English.

10.3 And, being just and agreed, the parties sign the present instrument in two (2) copies of the same content and form for each language, so that its legal effects can occur.

10.4 This agreement is executed in English in two originals and each Institute will retain one original.

 Documento assinado digitalmente
RAQUEL BRANQUINHO PIMENTA MAMEDE NASC
Data: 05/12/2024 16:40:42-0300
Verifique em <https://validar.iti.gov.br>

Raquel Branquinho P. M. Nascimento
Director-General of ESMPU


Jean François Thony
Presidente of the Siracusa International
Institute for Criminal Justice and Human
Rights

