

TECHNICAL COOPERATION AGREEMENT

TECHNICAL COOPERATION AGREEMENT ENTERED INTO BY THE NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION AND APOLITICAL FOR THE PURPOSES SPECIFIED.

The **NATIONAL SCHOOL OF PUBLIC ADMINISTRATION FOUNDATION**, a federal public foundation linked to the Ministry of Management and Innovation in Public Service (MGI), hereinafter referred to as **ENAP**, whose headquarters are at SAIS Área 2A – 70.610-900, in Brasília, Federal District, registered in the National Registry of Legal Entities (CNPJ/MF) under No. 00.627.612/0001-09, herein represented by its current Deputy President, Mrs. **NATÁLIA TELES DA MOTA TEIXEIRA**; and

APOLITICAL GROUP LIMITED, hereinafter referred to as **APOLITICAL**, whose headquarters are at 20-22 Wenlock Road, London, N17GU, herein represented by its Chief Partnership's Officer, **POOJA WARIER**,

DECIDE to enter into this Technical Cooperation Agreement, in view of what is stated in Process No. 04600.004691/2025-79 and in compliance with the provisions of Law No. 14,133, of April 1, 2021, Law No. 13,019, of July 31, 2014, Decree No. 8,726, of April 27, 2016, Decree No. 11,531, of May 16, 2023, and SEGES/MGI Ordinance No. 3,506, of May 8, 2025, through the following clauses and conditions:

CLAUSE ONE – OBJECTIVE

The cooperation established by the provisions hereof include:

a) Participation of ENAP in the APOLITICAL “Government Energy and Climate Campus” Initiative as set out in the Memorandum of Understanding signed by both parties on

August 31, 2023; and

b) The sharing of content and courses from the “Government AI Campus” selected by Apolitical to be shared with ENAP, including supplementary material needed to adapt the content to the specificities of the Brazilian civil service ("the content") as agreed by both parties. Apolitical will provide translated (in Brazilian Portuguese) versions of the content in SCORM format, as per specifications established in the attached work plan

CLAUSE TWO – WORK PLAN

In order to achieve the agreed objective, the Parties will seek to follow the work plan which, regardless of transcription, is an integral part of this Technical Cooperation Agreement, as well as all technical documentation resulting therefrom, the data contained therein being accepted by the Parties.

CLAUSE THREE – COMMON OBLIGATIONS

The common obligations of both Parties are:

- a) to prepare the Work Plan related to the objectives of this Agreement;
- b) to execute the actions covered by this Agreement, as well as to monitor the results;
- c) to be responsible for any damages caused, intentionally or negligently, by its employees, servants, or agents, to the assets of the other Party or third Parties, during the execution of this Agreement;
- d) to analyze partial results, reformulating goals when necessary to achieve the final result;
- e) to fulfill their responsibilities as defined in this instrument;
- f) to conduct joint inspections, when necessary;
- g) to provide human, technological, and material resources to execute the actions, at their own expense;
- h) to allow free access to public administration officials (internal and external control) to all documents related to this agreement, as well as to the elements of its execution;
- i) to provide the partner with the necessary and available information for the fulfillment of the agreed obligations;
- j) maintain the confidentiality of sensitive information (as classified by Law No. 12,527 of November 18, 2011 - Access to Information Law - LAI) obtained through the execution of this agreement, only disclosing it with the express authorization of the Parties;
- k) Comply with the duties set forth in Law No. 13,709 of August 14, 2018 (General Data Protection Law - LGPD), adopting effective measures to protect personal data to which they have access through the execution of this agreement; and
- l) comply with legal restrictions regarding intellectual property, if applicable.

Sole subclause. The Parties agree to offer, on a mutually collaborative basis, all reasonably necessary facilities for the execution of this instrument, so that, to the best of their ability, there is no shortage of human, material, and facility resources, in accordance with the requirements of the Work Plan.

CLAUSE FOUR - ENAP'S OBLIGATIONS

To make the object of this instrument viable, ENAP is responsible for:

- Review of content implemented by Apolitical
- Insertion of national case studies
- Availability on EV.G

CLAUSE FIVE – APOLITICAL'S OBLIGATIONS

To make the object of this instrument viable, APOLITICAL is responsible for:

- Sharing select course materials for review by the ENAP team
- Incorporating light-touch edits to the materials as required
- Providing file versions of the courses which can be hosted on EV.G

CLAUSE SIX – MONITORING THE IMPLEMENTATION OF THE TECHNICAL COOPERATION AGREEMENT

The supervision of this Technical Cooperation Agreement will be exercised on the part of APOLITICAL by its Chief Financial and Operating Officer and on the part of ENAP by the Head of its Institutional Relations Advisory Office or by whoever represents them.

Subclause One. The aforementioned persons shall be responsible for communicating with the other Party, as well as transmitting and receiving requests and scheduling meetings. All communications must be documented.

Subclause Two. Whenever the designated person is unable to continue performing the duties assigned, they shall be replaced. Notification in writing shall be made to the other Party within thirty (30) days of the occurrence of the event, followed by the identification of the replacement.

CLAUSE SEVEN – FINANCIAL AND ASSET RESOURCES

There will be no transfer of financial resources or donation of assets between the Parties for the execution of this Technical Cooperation Agreement. Expenses necessary for the full achievement of the agreed object, such as personnel, travel,

communication between agencies, and any other expenses that may be necessary, will be covered by specific allocations contained in the Parties' budgets.

Subclause One. Subject to a separate agreement, any actions that require the transfer of resources will be made possible through a specific instrument.

Subclause Two. The services arising from this Agreement will be provided on a mutually cooperative basis, and the Parties will not be entitled to any remuneration.

CLAUSE EIGHT – HUMAN RESOURCES

The human resources used by any of the Parties as a result of the activities inherent to this Agreement will not be subject to any change in their relationship nor will they incur any burden on the other Party.

Sole subclause. The activities will not imply the transfer of employees, who may be designated only to perform a specific action provided for in this agreement and for a specified period.

CLAUSE NINE – TERM AND VALIDITY

The term of this Technical Cooperation Agreement will be four (4) years from the date of signature and may be extended by mutual written agreement between the Parties.

CLAUSE TEN – CHANGES

This Agreement may be amended, in whole or in part, by means of an addendum, agreed to by both parties in writing, provided that its objective is maintained.

CLAUSE ELEVEN – INTELLECTUAL PROPERTY

APOLITICAL retains intellectual property for all its own existing materials, and the APOLITICAL platform.

Subclause One. Any modifications to intellectual property owned by APOLITICAL or its partners must be agreed to in writing by APOLITICAL and approved before being published by ENAP.

Subclause Two. Intellectual property relating to improvements to the APOLITICAL materials, including but not limited to adaptations and translation, will vest in APOLITICAL.

Subclause Three. Intellectual property relating to improvements in the APOLITICAL platform will vest in APOLITICAL.

Subclause Four. All foreground intellectual property rights developed by either Party pursuant to this Technical Cooperation Agreement not covered by this CLAUSE ELEVEN shall vest in the Party whose employee created them.

Subclause Five. Whenever a Party receives any information from the other Party, it shall take the necessary measures to protect the intellectual property received.

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

Subclause Seven. Neither Party claims, in virtue hereof this Technical Cooperation Agreement, any existing or pending intellectual property right or legal interest, including patents, trademarks, copyrights, design patents or other rights of the other Party.

Subclause Eight. APOITICAL grants ENAP a non-exclusive, restricted licence to use the intellectual property provided under this agreement for a period of two (2) years, solely for the purposes set out in this agreement. This licence may be extended only by mutual written agreement of the Parties prior to the expiry of the initial term.

Subclause Nine. APOLITICAL grants ENAP a non-exclusive, restricted license to use the [REDACTED] Course”) for a period of twelve (12) months from the signature date of this agreement for non-commercial use solely on its educational platform with clear and conspicuous notice that the content of [REDACTED] is owned by [REDACTED].

Subclause Ten. ENAP will remove the [REDACTED] and content from its platform within seven (7) days of the termination of the sublicense in the Subclause Nine of this CLAUSE ELEVEN.

Subclause Eleven. ENAP shall expressly prohibit Parties from downloading or otherwise copying any content provided by APOLITICAL.

CLAUSE TWELVE – USE OF THE NAME

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 Technical Cooperation Agreement shall be subject to prior written approval.

Sole subclause. ENAPs use of the name or logo of APOLITICAL's academic partners in advertisements, notices or publications relating in any way to the activities described in this Technical Cooperation Agreement shall be subject to prior written approval from APOLITICAL.

CLAUSE THIRTEEN – CONFIDENTIALITY

For the purposes of this Technical Cooperation Agreement, "Confidential Information" shall mean any information disclosed by one Party, its subsidiaries, affiliates and its or their respective employees, officers, representatives, agents and/or professional advisers (the "Representatives") (the "Disclosing Party") to another Party (the "Receiving Party"), whether in writing, orally, in a visual, electronic, magnetic or digital form, and of a business or personal nature, which is identified as confidential or which can reasonably be regarded as being, by its nature, confidential, including but not limited to information, data, creative works, intellectual property assets, technology, proprietary or technical information, corporate structure, development documentation, operating, performance, cost, know-how or contract information, management information, financial information, financial plans, marketing plans, business plans, process information, analysis, studies, models or parts thereof.

Subclause One. The Receiving Party shall, at all times keep confidential any Confidential Information and shall not use the Confidential Information except for the purpose of performing its activities or obligations under or in connection with this Technical Cooperation Agreement.

Subclause Two. The Receiving Party shall ensure that it, its staff, and its personnel do not:

- a) disclose any Confidential Information to anyone other than a person who is working on the Project and/or to whom disclosure is necessary in order for the Receiving Party to perform its activities or obligations under this Technical Cooperation Agreement; and
- b) use any of the Confidential Information for any purpose other than the purpose(s) of performing its activities or obligations under this Technical Cooperation Agreement.

Subclause Three. The undertakings in clause Subclause Two shall not apply to any

Confidential Information:

- a) which at the time of disclosure is within the public domain or comes into the public domain through no fault of the Receiving Party; or
- b) disclosure of which is necessary for Receiving Party it to comply with any legal obligation (provided only the minimum amount of Confidential Information is disclosed and, where legally permissible, the Receiving Party provides notice to the Disclosing Party and takes into account the Disclosing Party's reasonable requirements in relation to said disclosure); or
- c) disclosure of which has been agreed to in advance and in writing by the Disclosing Party; or
- d) disclosure of which is made to the Receiving Party's professional advisors, provided said disclosure is reasonably necessary and said professional advisors are legally bound to maintain confidentiality; or
- e) independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

CLAUSE FOURTEEN – LIMITATION OF LIABILITY

Each Party to this Technical Cooperation Agreement shall be solely responsible for its own actions and omissions. Neither Party shall be liable to the other for any direct, indirect, incidental, consequential, special or punitive damages, including but not limited to, loss of profits, revenue, data, or use, incurred by the other Party, whether in action, contract or tort (including negligence) arising out of or in connection with this Technical Cooperation Agreement.

Sole subclause. Nothing in this agreement limits any liability which cannot legally be limited, including liability for, death or personal injury caused by negligence or fraud or fraudulent misrepresentation. Notwithstanding anything to the contrary, limitations of liability will not apply to or otherwise limit either Party's breach of CLAUSE ELEVEN (INTELLECTUAL PROPERTY) or CLAUSE THIRTEEN (CONFIDENTIALITY).

CLAUSE FIFTEEN – MUTUAL INDEMNITY

Each Party agrees to indemnify, defend, and hold harmless the other Party, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any acts or omissions of the indemnifying Party in connection with this Technical Cooperation Agreement. This indemnity obligation shall not apply to the extent that such claims, liabilities, losses, damages, costs, or expenses arise from the negligence or willful misconduct of the indemnified Party.

CLAUSE SIXTEEN - CLOSING

This Technical Cooperation Agreement shall be terminated:

- a) upon the expiration of the term, without the Parties having signed an addendum to renew it;
- b) upon termination by either Party, if they are no longer interested in maintaining the partnership, with at least thirty (30) days' notice provided to the partner;
- c) by consensus of the Parties before the end of the term, which must be duly formalized;
- and
- d) by termination.

Subclause One. If this agreement is terminated, each Party is responsible for fulfilling the obligations assumed until the termination date.

Subclause Two. If the result has not been achieved by the termination date, the Parties will enter into an agreement to fulfill, if possible, a goal or stage that may be continued later, even unilaterally.

Subclause Three. Either Party may terminate this Technical Cooperation Agreement with immediate effect by giving written notice to the other Party if the other Party commits a material breach of this agreement.

Subclause Four. APOLITICAL may terminate the license granted to ENAP to use any third-Party intellectual property without notice.

Subclause Five. In the event that this Technical Cooperation Agreement is terminated, both Parties will immediately cease to engage in the activities, including usage, distribution and marketing of the other Party's content and any adaptations of the materials.

Subclause Six. Unless otherwise expressly approved in writing by APOLITICAL, if notice of breach is given by APOLITICAL, upon such notice ENAP will cease use of APOLITICAL name and logo and cease engaging all course Parties, and potential course Parties, except for those Parties previously enrolled in a course.

CLAUSE SEVENTEEN – TERMINATION

This instrument may be terminated with justification, at any time, by any of the Parties, by means of formal communication, with prior notice of at least thirty (30) days, in the following situations:

- a) when there is a failure to fulfill an obligation by one of the Parties that prevents the achievement of the result of this Technical Cooperation Agreement; and
- b) in the event of a duly proven act of God or force majeure that prevents the execution of the object of this Technical Cooperation Agreement.

CLAUSE EIGHTEEN – PUBLICATION

The effectiveness of this Technical Cooperation Agreement is subject to the publication of the respective extract in the Official Gazette of the Union (DOU), which must be provided by ENAP within twenty (20) days of its signature.

Sole Subclause. The Parties must publish the full content of this Technical Cooperation Agreement on their respective official websites within twenty (20) days of its signature.

CLAUSE NINETEEN – ADVERTISING AND DISCLOSURE

Advertising resulting from acts, programs, works, services and campaigns arising from this Technical Cooperation Agreement must be educational, informative or socially oriented, and may not contain names, symbols or images that characterize personal promotion of authorities or public servants, in accordance with art. 37, §1, of the Federal Constitution of Brazil.

CLAUSE TWENTY – MEASURING RESULTS

The Parties must assess the benefits and scope of the public interest obtained as a result of this agreement, by preparing a joint report on the execution of activities related to the partnership, detailing the actions undertaken and the objectives achieved, within sixty (60) days after the closing.

CLAUSE TWENTY ONE – OMISSIONS

Situations not covered by this instrument will be resolved by mutual agreement between the Parties, the direction of which must be aimed at the full execution of the object.

CLAUSE TWENTY TWO – LANGUAGE

Two original signed copies of this Technical Cooperation Agreement will be produced, one in Portuguese and the other in English.

Sole Subclause. Where there is a conflict in meaning between the Portuguese and English version, the English version will prevail.

CLAUSE TWENTY THREE – FINAL PROVISIONS

Nothing in this Technical Cooperation Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute one Party as an agent of another Party, nor authorise any of the Parties to make or enter into any commitments for or on behalf of the other Parties.

CLAUSE TWENTY FOUR – CONCILIATION AND JURISDICTION

In the event of disagreements that cannot be resolved directly by consent, the Parties shall request the Brazilian Federal Public Administration Mediation and Conciliation Chamber (CCAF), an agency of the Brazilian Federal Attorney General's Office, to assess the admissibility of requests for dispute resolution through conciliation.

Sole subclause. If the attempt at conciliation and administrative resolution is unsuccessful, the Federal Court of the Judicial Section of the Federal District shall have jurisdiction to resolve any disputes arising from this Technical Cooperation Agreement, pursuant to Article 109, Section I, of the Federal Constitution of Brazil.

And, as they are in full agreement, the Parties undertake to fully and irrevocably comply with the terms of this instrument, which, once read and found to be in order, they sign electronically through their representatives, so that it may produce its legal effects, in Court or out of Court.



Documento assinado digitalmente
NATALIA TELES DA MOTA
Data: 25/09/2025 22:33:02-0300
Verifique em <https://validar.iti.gov.br>

ENAP

NATÁLIA TELES DA MOTA TEIXEIRA – DEPUTY PRESIDENT

Signed by:

Pooja Warier
BE26CCCCFF996437...

APOLITICAL

POOJA WARIER – CHIEF PARTNERSHIP'S OFFICER

29/9/2025