

MEMORANDUM OF UNDERSTANDING

Towards Government Innovation in the Municipality of Fortaleza

This Memorandum of Understanding is entered on March 5, 2024 in Fortaleza Brazil

BETWEEN

Institute of Planning of Fortaleza (IPLANFOR)

AND

**THE UNIVERSITY OF CHICAGO (UChicago) on behalf of its DEVELOPMENT
INNOVATION LAB (DIL)**

Institute of Planning of Fortaleza (hereafter “IPLANFOR”) and The University of Chicago (hereafter “UChicago”) are each henceforth referred to in the singular as “the Party” and collectively as “the Parties”;

RECOGNIZING both the shared interests of the Parties in promoting government innovation as well as the shared commitment of the Parties to evidence-based, cost-effective and innovative policy;

DESIRING to conduct rigorous research to build evidence, conduct cost-benefit analyses and test innovations to inform public policies in the municipality of Fortaleza;

INTENDING to collaborate on this research to inform the design and implementation of policies under the ambit of IPLANFOR; and

BELIEVING a successful partnership can be established to meet the aforementioned goals;

THE PARTIES HAVE REACHED the following understanding:

ARTICLE 1: AREAS OF COOPERATION

The purpose of this MOU is to establish a framework for cooperation between the Parties on Development Innovation Initiatives. The collaboration aims to facilitate the creation of customized public policies and foster the exchange of information, data, and technologies.

With the shared goal of improving social and economic outcomes, cooperation under the MOU will include, but may not be limited to, the following areas:

- To promote the mutual exchange of identified policy challenges, ideas, and priorities with an intent to innovate and improve on existing programs.
- To prioritize, test, and rigorously evaluate innovations, with the goal to scale up the most cost-effective interventions.



- To collaborate with nonprofit, for-profit and academic partners on rigorous data collection and scientific analysis, as well as on other activities related to the shared goal.

Initial areas for the Parties to explore cooperation include:

- Designing, implementing, and communicating the work of a Municipality Innovation Unit within the Monitoring and Evaluation System at the Municipality.
- Incubating rigorous impact evaluations of existing and new programs.
- Matching internal and external investigators in the implementation of research.

The deliverables will be reviewed and mutually agreed upon annually based on the Municipality's priority areas.

ARTICLE 2: FUNDING RESPONSIBILITIES

UChicago, on behalf of DIL, agrees to provide time and fund travel of DIL associated faculty, staff, and other relevant academic and research professionals for the duration of the Agreement. As part of this partnership, DIL may collaborate with other non-profit/for profit organizations with relevant expertise.

DIL and any partners will not require financial assistance for the technical expertise provided in support of the Municipality. Should the Municipality adopt DIL's policy recommendations or choose to partner with DIL in testing any of the potential innovations or proposed improvements, the Municipality will fund the implementation and associated monitoring or data collection related to assessing impact. Alternatively, the Municipality and DIL will work together to identify and procure additional funding to cover these needs.

ARTICLE 3: DURATION AND MODIFICATION

The MOU will be valid for 5 years from the date of signing. The MoU can be terminated by either party by serving a minimum thirty (30) days written notice to the other parties.

The terms of this MOU may be changed or modified only by written amendment signed by authorized agents of the Parties hereto.

ARTICLE 4: DATA SHARING AND CONFIDENTIALITY

Except as provided in the paragraph immediately below, DIL shall (i) hold any information marked as confidential (hereafter, "Confidential Information") in confidence, and (ii) not divulge, disclose, or communicate Confidential Information to anyone other than IPLANFOR employees except as authorized by IPLANFOR, or use Confidential Information for any purpose other than in connection with this MOU.

The limitations on disclosure set forth above do not apply with respect to Confidential Information that (a) was in DIL's possession before the MOU's Effective Date; (b) is or becomes a matter of public knowledge or publicly available other than through breach of this Article by DIL; or (c) is disclosed by DIL with the prior written approval of a duly authorized representative of IPLANFOR. In addition, DIL may disclose Confidential Information if such



disclosure is required by any law, rule, regulation or judicial or administrative process. If permitted by applicable law or regulation, DIL shall notify IPLANFOR prior to any such required disclosure.

As data-sharing is critical to the ability of researchers, scientists and policy-makers to analyze and translate data into meaningful reports and knowledge, the Parties shall enter into data use and/or data sharing agreement(s) ("DUA") as the Parties mutually agree.

Consistent with UChicago's policies governing academic freedom and the full and free dissemination of research and scholarship, DIL shall have the right to freely publish or otherwise publicly disclose material or information arising in and out of the activities specified under this MOU.

ARTICLE 5: USE OF NAME

UChicago will not use the name or logo of IPLANFOR, or any employee of IPLANFOR, in any publicity, advertising, or news release without the prior written approval of IPLANFOR.

IPLANFOR will not use the name or logo of University of Chicago, nor of any of its faculty, staff, or students, in any publicity, advertising, or news release without the prior written approval of an authorized representative of UChicago.

ARTICLE 6: NON-DISCRIMINATION

The Parties agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this MoU.

ARTICLE 7: COMPLIANCE WITH LAW

The Parties will comply with all applicable laws and regulations in their respective countries when performing their obligations under this MOU, including applicable anti-bribery and corruption laws as well as export control laws.

ARTICLE 8: PREVAILING LANGUAGE

Should this document be executed in two languages, the English version of this Agreement represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

AGREEMENT

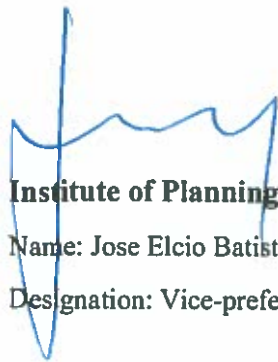
Any change in roles and responsibilities must be approved in advance in writing by all parties. The Parties shall perform roles and responsibilities with reasonable care, consistent with applicable professional and industry standards and in compliance with all applicable laws, and

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substantially in accordance with the description set forth in this Section. Except with respect to ARTICLE 4 (Data Sharing and Confidentiality), ARTICLE 5 (Use of Name), ARTICLE 6 (Non-Discrimination), and ARTICLE 7 (Compliance with Law), this MOU is non-binding and solely for the purpose of establishing a basis upon which the Parties intend to collaborate on the areas of cooperation described herein.

In WITNESS WHEREOF the Parties hereto have signed this MOU on the 5th day of, 3rd month of the year 2024.

For and on behalf of



Institute of Planning of Fortaleza

Name: Jose Elcio Batista

Designation: Vice-prefeito de Fortaleza

For and on behalf of

 2/28/24

University of Chicago

Name: Katherine Baicker

Designation: Provost