Memorandum of Understanding Between The National Agency on Civil Service of Peru-SERVIR and The Maxwell School of Syracuse University Syracuse, New York June 2, 2009

This Memorandum of Understanding (MOU) outlines the nature of the relationship between the National Agency on Civil Service of Peru (SERVIR) and Syracuse University on behalf of its Maxwell School of Citizenship and Public Affairs.

1. PURPOSE

The purpose of this MOU is to provide further details for collaborative activities and projects to be undertaken by SERVIR and Syracuse University, aiming at expanding capacities on selected staff and critical areas of the civil service of Peru, as well as contributing to enrich the design and implementation of the civil service reform in Peru through access to information on the best available practices in the field.

2. OBJECTIVES

With a mutual desire of forming a collaborative effort between SERVIR and Syracuse University, on behalf of its Maxwell School of Citizenship and Public Affairs, we hereby enter into this Memorandum of Understanding whereby it is agreed:

Pursuit of graduate studies, including certificates programs, and access to available scholarships

- a. SERVIR will facilitate the promotion of Maxwell School graduate programs in public affairs among public servants, as well as information on the available scholarships and corresponding requirements. Maxwell School will provide SERVIR the available information on scholarships to which Peruvian civil servants may be eligible.
- b. SERVIR shall screen civil servants from Peru for admission and/or the scholarship application, as per request by Maxwell School in a form that adheres to the University's admissions requirements..
- c. In the case of Peruvian civil servants who have been granted admission to pursue graduate studies at Maxwell School, the Staff of the School will arrange program, campus and community orientation for the chosen scholars and provide logistical support throughout the year.

- d. Maxwell School will maintain regular contact with SERVIR through specific representatives, consult on key issues as needed, liaison between students, faculty and administrators and will address issues students may encounter as well as assess the student's performance and report to the SERVIR focal point as requested or required.
- e. For the case of Peruvian civil servants who are granted scholarships administered by SERVIR, the subsidy may include remuneration (per student) for tuition (for graduate study if it was needed), student fees and living expenses. SERVIR understands that the tuition rates and fees set by Syracuse University annually are announced during the spring semester for the subsequent fiscal year which begins 1 July; these apply to course work taken in summer sessions as well as in the fall and spring semesters (including short-term classes that may be taken in between semester periods).

Provision of specialized short-term courses

- a. SERVIR and the Maxwell School both aim to organise high-level training programmes for government officials from Peru. These programmes shall respond to the needs identified by SERVIR, and Maxwell School shall design and deliver the corresponding programmes.
- b. Maxwell School shall respond to the growing training needs by aiming to expand the depth of expertise in current development strategies of Peru to support further customization of its training programmes, applied research and consulting activities
- c. SERVIR and Maxwell School shall continue to work together in meeting the demands and capacity for training, and shall undertake initiatives to establish a joint platform for management, design and delivery of programmes to meet the increased needs for training.
- d. SERVIR identifies and represents the learning and training needs of the government officials of Peru, and in this capacity is fully authorized to undertake such tasks.

Exchange of knowledge and information

- a. Maxwell School shall facilitate access for SERVIR to SU's world class expertise in academic research and shall provide SERVIR with the available studies produced by the University faculty and students on topics associated with civil service.
- b. SERVIR shall grant access to information and data on the ongoing reform of the civil service in Peru to interested Maxwell School and students.
- c. In the pursuit of a dynamic exchange of information and knowledge between SERVIR and Maxwell School, both institutions shall engage in the design and implementation of diverse forms for this exchange to unfold, which may include access to papers and data, the organization of seminars and forums and any other event that could contribute to the exchange

LEGAL RELATIONSHIP

Syracuse University represents the intellectual resources and executive education and other commercial activities of the University, and in this capacity is fully authorized to undertake such tasks.

SERVIR identifies and represents the learning and training needs of the government officials of Peru, and in this capacity is fully authorized to undertake such tasks.

Syracuse University and the National Agency on Civil Service of Peru shall be independent contractors and not partners, joint venturers, principal and agent, or any other similar relationship. Neither institution shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission.

This MOU shall commence June 2009 and shall continue until either party gives written notice of its intent to terminate the agreement. Either party may terminate this agreement with 30 days written notice of any material breach by the other party unless the breaching party cures the breach to a reasonable satisfaction of the non-breaching party. This agreement is also subject to revision or modification by mutual written consent.

The provisions of this MOU are hereby agreed to and acknowledged by:

On behalf of the

National Agency on Civil Service

Nuria Espareh

President

On behalf of

Syracuse University

Eric Spina

Vice Chancellor and Provost

On behalf of the

Maxwell School

Mitchel Wallerstein

Dean