TECHNICAL COOPERATION AGREEMENT No. 2021/0235

between the **FEDERAL SENATE of Brazil, the FEDERAL ACCOUNTING COURT, the COURT OF APPEALS OF THE FEDERAL DISTRICT AND TERRITORIES, the NATIONAL COUNCIL OF JUSTICE, the SUPERIOR COURT OF JUSTICE, the MINISTRY OF MINES AND ENERGY, the GEOLOGICAL RESEARCH COMPANY, the LABOR PROSECUTION OFFICE, the CHAMBER OF DEPUTIES and the NATIONAL COUNCIL OF THE PUBLIC PROSECUTOR'S OFFICE** to implement joint actions aimed at promoting initiatives focused on Inclusion and Diversity, with particular emphasis on Gender and Race, to achieve equality and equity.

The **FEDERAL SENATE** of Brazil, Corporate Taxpayer ID Number 00.530.279/0001-15, with its headquarters located at Praça dos Três Poderes, in Brasilia – DF, herein represented by its Director-General, ILANA TROMBKA; **the FEDERAL ACCOUNTING COURT - TCU** [in the original acronym], Corporate Taxpayer ID Number 00.414.607/0001-18, with its headquarters located at Setor de Administração Federal Sul - SAFS Quadra 4, lote 1 - Brasilia -DF, CEP 70042-900, herein represented by its Chief Accounting Minister Ana Lúcia Arraes de Alencar; **the COURT OF APPEALS OF THE FEDERAL DISTRICT AND TERRITORIES-TJDFT,** Corporate Taxpayer ID Number 00.531.954/0001-20, with its headquarters located at Praça Municipal, Lote 01, Palácio da Justiça, Brasilia- DF, herein represented by its Chief Appellate Judge, ROMEU GONZAGA NEIVA; **the NATIONAL COUNCIL OF JUSTICE - CNJ,** with its headquarters located at SAF Sul, Quadra 02, Lotes 5/6, Blocos E e F, Brasilia-DF, Corporate Taxpayer ID Number 07.421.906/0001-29, herein represented by its President, Justice Luiz Fux; **the SUPERIOR COURT OF JUSTICE - STJ**, Corporate Taxpayer ID Number 00.488.478/0001-02, with its headquarters located at SAFS, Quadra 6, Lote 1, Trecho III, Brasilia — DF, herein represented by its Chief Judge, HUMBERTO MARTINS; **the MINISTRY OF MINES AND ENERGY-MME**, Corporate Taxpayer ID Number 37.115.383/0005-87, with its headquarters located at Esplanada dos Ministérios, Bl "U", 8º andar, in Brasilia, DF, herein represented by its Chief of Staff, JOSÉ ROBERTO BUENO JÚNIOR; **the GEOLOGICAL RESEARCH COMPANY -CPRM,** Corporate Taxpayer ID Number 00.091.652/0001-89, with its headquarters located at Setor Bancário Norte — SBN, Quadra 02, Asa Norte, Bloco H, Edifício Central Brasília, Brasilia — DF, zip code 70040-904, herein represented by its Chief Executive Officer, ESTEVES PEDRO COLNAGO; **the LABOR PROSECUTION OFFICE - MPT,** Corporate Taxpayer ID Number 26.989.715/0005-36, with its headquarters located at SAUN, Quadra 5, Lote C, Torre A, Brasilia/DF, herein represented by the Labor Attorney General, JOSÉ DE LIMA RAMOS

PEREIRA; **the CHAMBER OF DEPUTIES**, Corporate Taxpayer ID Number 00.530.352/0001-59, with its headquarters located at Palácio do Congresso Nacional - Praça dos Três Poderes, Brasilia - DF, zip code 70160-900, herein represented by its Director-General, CELSO DE BARROS CORREIA NETO; and **the NATIONAL COUNCIL OF THE PUBLIC PROSECUTOR'S OFFICE**, Corporate Taxpayer ID Number 11.439.520/0001-11, with its headquarters located at Setor de Administração Federal Sul - SAFS, Quadra 2, Lote 3, Edifício Adail Belmonte, Brasilia-DF, zip code 70070-600, herein represented by its President, Mr. Antônio Augusto Brandão de Aras, enter into this Technical Cooperation Agreement, under the provisions of Law No. 8666, of June 21, 1993, and Law No. 13303, of June 30, 2016, under the following terms and conditions:

CLAUSE ONE - PURPOSE

This Technical Cooperation Agreement aims to establish and regulate the participation of the Federal Senate of Brazil, the Federal Accounting Court, the Court of Appeals of the Federal District and Territories, the National Council of Justice, the Superior Court of Justice, the Ministry of Mines and Energy, the Geological Research Company, the Labor Prosecution Office, the Chamber of Deputies, and the National Council of the Public Prosecutor's Office **for technical cooperation in the implementation of joint actions, aimed at promoting initiatives focused on Inclusion and Diversity, with particular emphasis on Gender and Race, to achieve equality and equity**.

SOLE PARAGRAPH: The objectives of this Agreement are:

I- To establish a network of institutions called *Rede Equidade* [Equity Network], comprising the participants, for the development of joint activities aimed at promoting and improving the management related to Inclusion and Diversity, with a focus on Gender and Race. This is done to achieve equality and equity, while aligning with the 2030 Agenda and the Sustainable Development Goals (SDGs);

II- To promote joint actions focused on Inclusion and Diversity, with an emphasis on Gender and Race, to achieve equality and equity, while observing the international human rights treaties and conventions ratified by Brazil;

III- To promote the exchange of knowledge, practices, and information on the relevant issues, as well as the sharing of the results achieved through those actions;

IV- To encourage the collection and dissemination of information on the relevant issues within the participating institutions, with the aim of fostering an increasingly equitable and democratic environment;

V- To promote joint actions to encourage greater participation of public and private institutions, as well as civil society organizations, in initiatives focused on Inclusion and Diversity, with an emphasis on Gender and Race, aimed at achieving equality and equity;

VI - To strengthen existing initiatives through cooperation and the sharing of experiences;

VII - To hold regular quarterly meetings and special meetings whenever necessary, upon specific notice of the meeting.

CLAUSE TWO - FORMS OF COOPERATION

Technical cooperation between the parties to this Agreement will consist of the following actions, respecting the powers and responsibilities of each party:

I - To share mutually experiences related to the institutional implementation of Inclusion and Diversity, with an emphasis on Gender and Race, aimed at achieving equality and equity, carried out within the institutions;

II - To promote the exchange of data, research, and information on Inclusion and Diversity, with an emphasis on Gender and Race, aimed at achieving equality and equity, while observing the respective classification regarding the confidentiality of information produced or held by each party, in compliance with the provisions of Law No. 13709, of August 14, 2015 (General Data Protection Law – LGPD, in the original acronym);

III - To carry out integrated actions of mutual interest, as well as develop solutions that enable benefits in the improvement and implementation of institutional policies on Inclusion and Diversity, with an emphasis on Gender and Race, aimed at achieving equality and equity;

IV - To prepare technical reference documents, guides, and similar materials related to the purpose of the AGREEMENT, ensuring various forms of communication accessibility, tailored to the needs of the parties, with the possibility of future sharing with other bodies of the Legislative, Executive, and Judicial branches, civil society organizations, and other interested parties;

V - To disseminate best practices on Inclusion and Diversity, with an emphasis on Gender and Race, aimed at achieving equality and equity among the parties, under the communication policy of each Agency;

VI - To share information resources intended for educational activities related to Inclusion and Diversity, with an emphasis on Gender and Race, aimed at achieving equality and equity, respecting the right to state express authorship;

VII - To provide for the participation of civil servants from the participating agencies in educational events and activities related to the purpose of this AGREEMENT, with the allocation of seats when necessary;

VIII - To develop a work plan with macro-actions and create an annual calendar of specific actions and the indicators of *Rede Equidade*;

IX - To establish the coordinating committee of *Rede Equidade*;

X - To coordinate and organize the establishment of a future *Rede Nacional de Equidade* [National Equity Network];

SOLE PARAGRAPH: After the creation of the Network, a working group shall be established with representatives from each of the parties, for the definition of the standing rules and the Coordinating Committee.

CLAUSE THREE - OBLIGATIONS OF THE PARTIES

The parties shall:

I- Ensure compliance with the applicable norms of Equity, Equality, Diversity, Gender, and Race.

II- Participate in the organization of events of mutual interest regarding Inclusion and Diversity, with an emphasis on Gender and Race, aimed at achieving equality and equity, such as meetings, seminars, and workshops;

III- Maintain a communication system regarding the progress of the work, as well as share reports and other relevant guidelines on the purpose of this AGREEMENT, under the legal and regulatory safeguards of each party;

IV- Promptly inform the other parties of any act or occurrence that interferes with the progress of the activities arising from this AGREEMENT, for the adoption of appropriate measures;

V- Observe the copyright of courses, programs, or any institutional promotional material used in the actions arising from this AGREEMENT, ensuring that authorship credit and the respective cooperation instrument supporting the use of the material by the party are properly acknowledged.

VI- In any promotional action related to the purpose of this AGREEMENT, the collaboration of the parties must be prominently acknowledged, in compliance with the provisions of Article 37, Paragraph 1 of the Federal Constitution, the use of names, symbols, or images that, in any way, distort the public interest and may be confused with personal promotion or the promotion of public officials is prohibited.

VII- The parties shall maintain the legal confidentiality of information, applying the criteria and treatment established by the applicable laws, specific regulations, and their respective standing rules or regulations.

CLAUSE FOUR - IMPLEMENTATION AND MONITORING

The implementation and monitoring of this AGREEMENT shall be carried out through the appointment of representatives from the departments responsible for the actions that constitute the purpose of the AGREEMENT, within each participating entity, as set forth below:

I- On behalf of the **FEDERAL SENATE** of Brazil, the Director-General,

II- On behalf of the **FEDERAL ACCOUNTING COURT -TCU**, its Chief Accounting Minister;

III- On behalf of the **COURT OF APPEALS OF THE FEDERAL DISTRICT AND TERRI**TORIES - TJDFT, the Special Secretariat for the Chief Appellate Judge's Office, through the SEPG /COGES/NUICS;

IV- On behalf of the **NATIONAL COUNCIL OF JUSTICE - CNJ**, its President;

V- On behalf of the SUPERIOR COURT OF JUSTICE - STJ, its Chief Judge;

VI- On behalf of the **MINISTRY OF MINES AND ENERGY - MME**, its Chief of Staff;

VII- On behalf of the GEOLOGICAL RESEARCH COMPANY - CPRM, its CEO;

VIII- On behalf of the LABOR PROSECUTION OFFICE - MPT, the Labor Attorney General;

IX- On behalf of the CHAMBER OF DEPUTIES, its Director-General;

X- On behalf of the **NATIONAL COUNCIL OF THE PUBLIC PROSECUTOR'S OFFICE**, its President.

PARAGRAPH ONE - The responsible departments herein appointed shall have the authority to perform any acts necessary for the faithful implementation of the AGREEMENT, including the appointment of civil servants responsible for the monitoring and implementation of the cooperation, duly informing the competent administrative authority of the measures taken.

PARAGRAPH TWO – Actions arising from this AGREEMENT that require legal formalities for their implementation shall have their specific conditions, task descriptions, implementation deadlines, financial responsibilities, and other requirements set forth in a relevant legal instrument agreed upon by the parties.

CLAUSE FIVE – FINANCIAL OBLIGATIONS

This Technical Cooperation Agreement does not involve any financial commitments between the participants. The funding of expenses related to activities that may eventually be agreed upon by the signatories shall be covered by each party's own budgetary allocations, and shall not, under any circumstances, imply the transfer of funds between the parties.

SOLE PARAGRAPH - In the event of any expenses, the procedures shall be set forth in specific instruments, which shall comply with the conditions established by the applicable legislation.

CLAUSE SIX – PUBLICATION

The Federal Senate shall publish the excerpt of this AGREEMENT in the Federal Official Journal, no later than the fifth working day of the month following the participants' signature.

CLAUSE SEVEN - DURATION

This Technical Cooperation Agreement shall be valid for 24 (twenty-four) consecutive months, starting from the date of its publication, and may be extended, at the discretion of the parties, for other periods of 24 months, up to a maximum of 60 (sixty) months, through an amendment, under Article 57, II, of Law No. 8666/93.

CLAUSE EIGHT - AMENDMENT, TERMINATION, AND WITHDRAWAL

This AGREEMENT may be amended at any time, through an amendment, and may be terminated or withdrawn either by mutual consent of the parties or unilaterally, upon written notice.

PARAGRAPH ONE - Any termination or withdrawal of this AGREEMENT shall not affect the implementation of the services that have been established through a separate instrument, and the activities already initiated shall continue as planned until completion.

PARAGRAPH TWO - Other governmental agencies and entities may join this AGREEMENT through the formalization of an amendment signed by the parties.

PARAGRAPH THREE - Representatives of other governmental agencies and entities, civil society organizations, as well as specialists and technical experts may be invited to work in collaboration to achieve the purposes of this AGREEMENT.

CLAUSE NINE – LEGAL BASIS

The implementation of this AGREEMENT shall be governed, where applicable, by the provisions of Law No. 8666, of June 21, 1993, as subsequently amended; Law No. 13303, of June 30, 2016; as well as the applicable regulations concerning Equity, Equality, and Diversity, Gender, and Race, the principles of Public Law, and, subsidiarily, the Principles of the General Theory of Contract Law and the provisions of Private Law.

CLAUSE TEN - DISPUTE RESOLUTION

Disputes arising from the implementation of this AGREEMENT shall preferably be resolved out of court between the parties.

SOLE PARAGRAPH - If the dispute cannot be resolved out of court, and only if the matter involves the defense of the signatories’ institutional duties and prerogatives,

judicial intervention shall be admitted. For such purposes, the Federal Court, Judicial District of the Federal District, is chosen, with the waiver of any other court, however preferable it may be.

CLAUSE ELEVEN - CASES NOT COVERED

Any cases not covered by this instrument, as well as doubts arising from its implementation, shall be settled, preferably, through agreement between the parties, in consultation with the departments referred to in **CLAUSE FOUR**.

CLAUSE TWELVE - RIGHTS AND DUTIES

The ratification of this AGREEMENT involves the acceptance of all the rights and obligations provided for in the Technical Cooperation, including any possible amendments.

CLAUSE THIRTEEN - IMPLEMENTATION

Activities arising from this AGREEMENT shall be faithfully implemented by the parties, according to its Clauses, with each party being liable for its total or partial non-performance.

In witness whereof, the parties, through their representatives, execute this AGREEMENT in 10 (ten) counterparts of equal contents.

Brasilia-DF. , 2021

On behalf of the FEDERAL SENATE of Brazil:

On behalf TCU:

Digitally signed by Ana Arraes

On behalf of TJDFT:

On behalf of CNJ:

On behalf of STJ:

On behalf of MME:

Document sworn by: Daniel Borges de Morais
Digital security seal: 2021-EE'Úü-S!JIK-*,\'CRA-OB\'Ú

On behalf of CNMP:

On behalf of CPRM:

On behalf of MPT:

On behalf of the
CHAMBER OF
DEPUTIES:

CELSO DE BARROS CORREIA NETO:01236S2243S

Digitally signed by CELSO DE BARROS CORREIA NETO 01236S2243S

Dados: 2021.12.09

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WITNESSES:

MARIA TEREZINHA NUNES
Coordinator of the Standing
Committee for the Promotion of
Gender and Racial Equality

Work Plan 2021/0235

STAGES/PHASES/ MACRO-ACTIONS	JUSTIFICATION	IMPLEMENTATION SCHEDULE	GOALS
Establish the internal and external communication actions for the *Rede Equidade* [Equity Network]	Inform the internal audience of each party and the external audience the actions of the *Rede Equidade*	60 days after the publication of the TCA [Technical Cooperation Agreement]	Establish communication actions.
The parties shall create an accessible repository and registry of existing initiatives related to the TCA subject (for example: regulations, projects, committees, courses, seminars, etc.).	Facilitate the sharing of best practices among the participants.	12 months after the publication of the TCA.	Repository and registry of initiatives made available to the participants.
Coordinate the inclusion of new partners into the *Rede Equidade.*	Expand the inclusion of new partners into the *Rede Equidade*	24 months	Inclusion of 5 new partners.
Develop the action plan and Indicators for the *Rede Equidade*.	Organize the planning and monitoring of the *Rede*'s actions and enable the historical analysis of performance through the *Rede Equidade's* indicators.	Initially, 60 days after the signing of the TCA, and reviewed every two years.	Development of the Action Plan and Indicators.
Establish the Coordinating Committee for activities and the Standing Rules of the *Rede Equidade*.	Establish the responsibilities of the participants and the operation of the *Rede*.	Term of 2 (two) years	Creation of the Committee and adoption of its Standing Rules.
Submit the Annual Report containing the results of the *Rede's* activities.	Contribute to the monitoring of the *Rede Equidade's* activities.	60 days after the end of one year of implementation.	Report submitted to the participants.

This document was signed by:

ILANA TROMBKA	**12/13/2021 10:40:52**	
Maria Terezinha Nunes	**12/13/2021 16:44:55**	

The digital signature of this document is valid and trustworthy.

To get additional information about the certificate used to sign the document digitally, click on Details.