SUPERIOR ELECTORAL COURT

AMENDMENT

FIRST AMENDMENT

To the Technical Cooperation Agreement (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, the National Council of the Public Prosecutor's Office, and the Superior Electoral Court, to implement joint actions, whose purpose is to promote initiatives focused on Inclusion and Diversity, with an emphasis on Gender and Race, to achieve equality and equity (Record SIGAD/SF No. 200.010732/2021-94 and TCU No. 025.414/2021-6).

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, the National Council of the Public Prosecutor's Office, and the Superior Electoral Court, hereinafter collectively referred to as ORIGINAL PARTICIPANTS, represented by the signatories identified at the end of this document, DECIDE to amend, through this First Amendment, the terms of TECHNICAL COOPERATION AGREEMENT No. 2021/235, signed by the aforementioned institutions and their respective Instruments of Accession, published on March 11, 2022, under the clauses and conditions set forth below.

CLAUSE ONE - PURPOSE OF THE AMENDMENT

This Amendment aims to implement the changes outlined below, to enable the accession of further participants and collaborators, provide for the national operations of the *Rede Equidade*, and make wording adjustments:

1. Headnote, preamble, head provision of Clause One, and addition of item XI to Clause Four of the AGREEMENT to include the Superior Electoral Court;

2. Item VII of the sole paragraph of Clause One, for the update of the wording regarding the meetings;

3. Clause Two, item X, for adjustments in the wording to provide for the national operations of the *Rede Equidade* and amendment of the sole paragraph of Clause Two for wording adjustments;

4. Clause Five, to include the term “collaborators” in the text of the head provision;

5. Clause Seven, to extend the duration of the agreement;

6. The second and third paragraphs of Clause Eight, to enable the accession of new participants and collaborators, through the signing of an Accession or Collaboration Agreement;

7. Update of the Work Plan to align the text with the changes resulting from this Amendment.

CLAUSE TWO - HEADNOTE

The headnote of the AGREEMENT shall come into effect with the following wording: 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, the National Council of the Public Prosecutor's Office, and the Superior Electoral Court, to implement joint actions, whose purpose is to promote initiatives focused on Inclusion and Diversity, with an emphasis on Gender and Race, to achieve equality and equity (Record SIGAD/SF No. 200.010732/2021-94)”

CLAUSE THREE - PREAMBLE

To correct the original participants, the final part of the preamble of the AGREEMENT shall come into effect with the following wording:" and the **SUPERIOR ELECTORAL COURT**, Corporate Taxpayer ID Number 00.509.018/0001-13, with its headquarters located at Setor de Administração Federal Sul (SAFS), Quadra 7, Lotes 1/2, Brasilia-DF, herein represented by its Secretary-General of the Presidency [of the Court], Ms. CHRISTINE PETER DA SILVA, enter into this Technical Cooperation Agreement, under the provisions of Law 8666, of June 21, 1993, and Law 13303, of June 30, 2016, under the following conditions:"

CLAUSE FOUR - PURPOSE

The head of the Clause One of the AGREEMENT shall come into effect with the following wording: "This Technical Cooperation AGREEMENT aims to establish and regulate the participation 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, the National Council of the Public Prosecutor's Office, and the Superior Electoral Court, for technical cooperation in the implementation of joint actions, aimed at promoting Inclusion and Diversity, with an emphasis on Gender and Race, to achieve equality and equity."

Item VII of the sole paragraph of Clause One shall come into effect with the following wording: "To hold regular periodic meetings and special meetings, whenever necessary, upon specific notice of meeting."

CLAUSE FIVE - FORMS OF COOPERATION

Clause Two, Section X, shall henceforth read as follows: "To coordinate and

organize the national operations of the *Rede Equidade*, including the accession of new participants."

The sole paragraph of Clause Two of the AGREEMENT shall henceforth read as follows: "Following the establishment of the *Rede*, a Working Group composed of representatives from each of the original participants shall be formed to define its standing rules and the Coordinating Committee."

CLAUSE SIX - IMPLEMENTATION AND MONITORING

Clause Four of the AGREEMENT shall henceforth include Item XI, which shall read as follows: 'XI – On behalf of the **SUPERIOR ELECTORAL COURT**, through its Chief Judge.'

CLAUSE SEVEN – FINANCIAL OBLIGATIONS

The heading of Clause Five of the AGREEMENT shall henceforth read as follows: "This Technical Cooperation Agreement does not involve any financial commitments between the parties and collaborators. The expenses related to any activities that may be mutually agreed upon by the signatories shall be covered by each party's respective budget allocations. They shall not, under any circumstances, entail the transfer of funds between the parties and collaborators."

CLAUSE EIGHT - DURATION

Clause Seven of the AGREEMENT shall henceforth read as follows: "This Agreement shall be valid for 60 (sixty) months, starting from the date of the publication, on March 11, 2022, and ending on March 11, 2027, and may be extended through an amendment signed by the ORIGINAL PARTICIPANTS."

CLAUSE NINE - AMENDMENT, TERMINATION, AND WITHDRAWAL

Paragraph Two of Clause Eight of the AGREEMENT shall henceforth read as follows: "Other agencies and entities of the direct or indirect public administration, from any of the three branches of government or levels of the federation, may join this AGREEMENT through an ACCESSION AGREEMENT, as participants, through a request submitted to any of the original signatories. The request shall be forwarded to the *Rede Equidade's* Coordinating Committee for review and, subsequently, to the Federal Senate for the formalization of a specific accession agreement, to be signed by both the applicant and the Federal Senate. Once published, it shall be communicated to the other participants";

Paragraph Three of Clause Eight shall henceforth read as follows: "Civil society organizations, technical professionals, and subject-matter experts may participate in the *Rede Equidade* as COLLABORATORS, through a specific collaboration agreement aimed at achieving the objectives of this Agreement. The request must be submitted to any of the original signatories, who shall forward it to the *Rede Equidade's* Coordinating Committee for review, and subsequently to the Federal Senate, for the formalization of the specific collaboration agreement. Once published, it shall be communicated to the other participants."

CLAUSE TEN - CONFIRMATION OF ACCESSIONS

The accessions of 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 National Council of the Public Prosecutor's Office, and the

Superior Electoral Court, formalized through Accession Agreements signed before the effective date of this Amendment, are hereby ratified.

CLAUSE ELEVEN – RATIFICATION

All other clauses and conditions set forth in the consolidated AGREEMENT executed by the participants, including the Accession Agreements signed by the original signatories, are hereby ratified.

CLAUSE TWELVE – ORIGINAL PARTICIPANTS

The original participants are considered to be the eleven (11) initial signatories of the AGREEMENT and their respective Accession Agreements, as ratified above: 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, the National Council of the Public Prosecutor's Office, and the Superior Electoral Court.

CLAUSE THIRTEEN – PUBLICATION

The Federal Senate shall publish the excerpt of this Amendment and the consolidated version in the Federal Official Journal, no later than the fifth working day of the month following its signature. Subsequently, a certified copy shall be forwarded to each of the PARTICIPANTS.

And, having agreed upon the terms, the ORIGINAL PARTICIPANTS sign this Instrument, the original of which shall be filed with the Federal Senate of Brazil.

NAME OF THE SIGNATORY AUTHORITY, JOB TITLE, AND NAME OF THE ORGANIZATION OR ENTITY

Ms. **ILANA TROMBKA**, Director-General of the Senate

Minister **BRUNO DANTAS**, Chief Accounting Minister of TCU

Appellate Judge **JOSÉ CRUZ MACEDO**, Chief Appellate Judge of TJDFT

Justice **ROSA WEBER**, President of CNJ

Judge **MARIA THEREZA ROCHA DE ASSIS MOURA,** Chief Judge of STJ

Mr. **MAURICIO RENATO DE SOUZA**, Chief of Staff of MME

Mr. **CASSIANO DE SOUZA ALVES**, Acting Chief Executive Officer of CPRM and Mr. **PAULO AFONSO ROMANO**, Director of Geoscientific Infrastructure of CPRM

Prosecutor **JOSÉ DE LIMA RAMOS PEREIRA**, Labor Attorney General of MPT

Mr. **CELSO DE BARROS CORREIA NETO**, Director-General of the Chamber of Deputies

Prosecutor **ANTÔNIO AUGUSTO BRANDÃO DE ARAS,** President of the CNMP

Annex I

Work Plan

STAGES/PHASES/ MACRO-ACTION	JUSTIFICATION	IMPLEMENTATION SCHEDULE	GOALS
Establish internal and external communication actions to support the objectives of the *Rede Equidade*.	Disseminate information on the actions of the *Rede Equidade* to the internal audience of each participant and to the public.	60 days after the publication of the Technical Cooperation Agreement.	Communication actions formally established.
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.
Develop a biennial action plan and performance indicators for the *Rede de Equidad*e.	Organize the planning and monitoring of the *Rede's* actions and enable the historical analysis of performance through the development of *Rede Equidade*'s indicators.	Initially, 60 days after the signing of the TCA, and reviewed every two years.	Action Plan and development of 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*.	Two-year term.	Committee created and its Standing Rules established.

Submit the Annual Report containing the results of the *Rede*'s activities.	Contribute to the monitoring of the activities of the *Rede Equidade.*	60 days after the end of one year of implementation.	Report presented to the participants.
To hold regular periodic meetings and special meetings, whenever necessary, upon specific notice of the meeting.	Facilitate internal and external communication for the implementation of activities related to the *Rede*.	60 months.	Conduct at least one meeting per month between February and June, and between August and November.
Coordinate and organize the national activities of the *Rede Equidade*, including the accession of new participants.	Support the scaling up of equity initiatives across the national territory.	60 months.	Five (5) new accessions every two years.

ANNEX II

ANNEX II TO THE FIRST AMENDMENT TO TECHNICAL COOPERATION AGREEMENT No. 2021/235, WHICH ESTABLISHED *REDE* EQUIDADE (Record SIGAD/SF No. 200.010732/2021- 94).

ACCESSION AGREEMENT TO THE COOPERATION NETWORK ON EQUITY, INCLUSION, AND DIVERSITY, WITH AN EMPHASIS ON GENDER AND RACE

(*REDE EQUIDADE*)

The [name of the acceding body or entity], with its headquarters located at [address], in [city/state], Corporate Taxpayer ID Number, herein represented by its President (or equivalent authority), [position and full name of the highest-ranking officer], hereby agrees to enter into this ACCESSION AGREEMENT TO THE *REDE EQUIDADE* — a cooperation initiative in the field of Equity, Inclusion, and Diversity, with an emphasis on Gender and Race — established through the TECHNICAL COOPERATION AGREEMENT executed among 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, the National Council of the Public Prosecutor's Office, and the Superior Electoral Court, on March 11, 2022, and published in the Federal Official Journal on the same date, pursuant to Law No. 8666, of June 21, 1993, and Law No. 13303, of June 30, 2016, according to the clauses and conditions below.

CLAUSE ONE - PURPOSE

The purpose of this AGREEMENT is the accession of [name of the acceding body or entity] to the *Rede Equidade*, established by the above-mentioned Technical Cooperation Agreement, with the purpose of promoting joint actions in the field of Equity, Inclusion, and Diversity, with an emphasis on Gender and Race.

CLAUSE TWO – FINANCIAL OBLIGATIONS

This ACCESSION AGREEMENT is executed free of charge and does not involve financial commitments or the transfer of funds between participants and collaborators. The costs of expenses related to activities eventually agreed upon by the signatories shall be covered by each party's budgetary allocations.

CLAUSE THREE - RIGHTS AND DUTIES

The signing of this ACCESSION AGREEMENT implies the assumption of all rights and obligations set forth in the Technical Cooperation AGREEMENT, including any subsequent amendments, which established the Cooperation Network in the field of equity, inclusion, and diversity, with an emphasis on gender and race (*Rede Equidade*).

CLAUSE FOUR - IMPLEMENTATION AND MONITORING

The implementation and monitoring of this AGREEMENT shall be carried out through the appointment of representatives from the areas responsible for the actions covered by the Technical Cooperation AGREEMENT, including any subsequent amendment, which established the *Rede Equidade*.

CLAUSE FIVE - DURATION

The *Rede Equidade's* Technical Cooperation AGREEMENT shall be valid for 60 (sixty) months, starting from the publication of the AGREEMENT, which occurred in the Federal Official Journal on March 11, 2022, and may be extended by an amendment, at the discretion of the parties, executed by the original PARTICIPANTS of the AGREEMENT.

CLAUSE SIX - PUBLICATION

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

In these terms, [name of the agency or entity] executes this ACCESSION AGREEMENT in 02 (two) counterparts of equal content.

Brasilia-DF, , .

ANTÔNIO AUGUSTO BRANDÃO DE ARAS
EXTERNAL USER
http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2006/lei/l11419.htm Document electronically signed on July 27, 2023, at 5:48 p.m. (Brasilia official time), pursuant to Article 1, paragraph 2, item III, letter b, of Law No. 11419/2006.

ILANA TROMBKA
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http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2006/lei/l11419.htm Document electronically signed on July 31, 2023, at 3:06 p.m. (Brasilia official time), pursuant to Article 1, paragraph 2, item III, letter b, of Law No. 11419/2006.

CASSIANO DE SOUZA ALVES
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http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2006/lei/l11419.htm Document electronically signed on July 31, 2023, at 9:54 p.m. (Brasilia official time), pursuant to Article 1, paragraph 2, item III, letter b, of Law No. 11419/2006.

MARIA THEREZA ROCHA DE ASSIS MOURA
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http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2006/lei/l11419.htm Document electronically signed on August 2, 2023, at 7:35 a.m. (Brasilia official time), pursuant to Article 1, paragraph 2, item III, letter b, of Law No. 11419/2006.

PAULO AFONSO ROMANO
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http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2006/lei/l11419.htm Document electronically signed on August 2, 2023, at 5:22 p.m. (Brasilia official time), pursuant to Article 1, paragraph 2, item III, letter b, of Law No. 11419/2006.

MAURÍCIO OFFICIALLY REGISTERED UNDER THE CIVIL NAME MAURÍCIO RENATO DE SOUZA
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http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2006/lei/l11419.htm Document electronically signed on August 4, 2023, at 2:37 p.m. (Brasilia official time), pursuant to Article 1, paragraph 2, item III, letter b, of Law No. 11419/2006.

CELSO DE BARROS CORREIA NETO
EXTERNAL USER
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JOSE CRUZ MACEDO
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BRUNO DANTAS NASCIMENTO
EXTERNAL USER
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electronically signed on August 16, 2023, at 2:12 p.m. (Brasilia official time), pursuant to Article 1, paragraph 2, item III, letter b, of Law No. 11419/2006.

JOSÉ DE LIMA RAMOS PEREIRA
EXTERNAL USER

http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2006/lei/l11419.htm Document electronically signed on August 17, 2023, at 3:09 p.m. (Brasilia official time), pursuant to Article 1, paragraph 2, item III, letter b, of Law No. 11419/2006.

ROSA MARIA PIRES WEBER PRESIDENT
OF THE NATIONAL COUNCIL OF JUSTICE

http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2006/lei/l11419.htm Document electronically signed on September 5, 2023, at 2:11 p.m. (Brasilia official time), pursuant to Article 1, paragraph 2, item III, letter b, of Law No. 11419/2006.

ALEXANDRE DE MORAES
CHIEF JUDGE

http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2006/lei/l11419.htm Document electronically signed on September 20, 2023, at 4:30 p.m. (Brasilia official time), pursuant to Article 1, paragraph 2, item III, letter b, of Law No. 11419/2006.

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