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Conselho Nacional de Justiça

TECHNICAL COOPERATION AGREEMENT N. 2/2017

**TECHNICAL COOPERATION AGREEMENT
FORMALIZED BETWEEN THE NATIONAL
COUNCIL OF JUSTICE AND
TRANSPARENCY INTERNATIONAL FOR THE
PURPOSES SPECIFIED THEREIN (CNJ
Process n. 05258/2017).**

The **NATIONAL COUNCIL OF JUSTICE**, headquartered at SEPN 514, Lot 9, Block D, Brasília/DF, Corporate Income Tax (CNPJ) 07.421.906/0001-29, henceforward designated **CNJ**, represented in this act by its President, **Cármén Lúcia Antunes Rocha**, bearer of identification n. M310030 SSP/MG and Income Tax (CPF/MF) n. 254.860.806-97; and **TRANSPARENCY INTERNATIONAL**, a civil society organization headquartered in Alt-Moabit, 96, Berlin, Germany, stated in the records of associations at the local court of Berlin Charlottenburg under code VR 13598 B, henceforward designated simply **TI**, represented in this act by its President, **José Carlos Ugaz Sanchez Moreno**, bearer of Passport no. 116271300, Type P, Country Peru, have resolved to formalize this **TECHNICAL COOPERATION AGREEMENT**, according to the terms of article 116 of Law n. 8666/1993, whenever appropriate, and, furthermore, the following clauses and conditions:

OBJECT

CLAUSE ONE – The object of this agreement is cooperation between the participants for purposes of elaborating and implementing activities that aid in improving the Brazilian judicial system in fighting corruption and money laundering, including the following initiatives:



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- i) production of diagnostic studies and identification of best national and international practices in judicial system management and prevention and punishment of corruption;
- ii) training of judges and judicial system employees in anti-corruption and anti-money laundering themes – including interchanges with other countries;
- iii) cooperation aimed at providing assistance and protection to victims and witnesses of corruption in collaboration with Transparency International's Anticorruption Support Center ¹;
- iv) joint development of awareness campaigns and fostering of transparency of data and information on acts of public nature or public interest, of fighting against corruption and of social control; and
- v) other activities related to the purposes of this cooperation to be agreed upon among the participants.

OBLIGATIONS

CLAUSE TWO – In order to attain the object of this agreement, the participants commit themselves to establish a Work Plan within 60 (sixty) days, containing:

- i) detailing of activities, with the respective stages or phases of execution;
- ii) targets to be attained;
- iii) budget and financing plan; and
- iv) other activities shown to be required during discussions of the Work Plan.

MONITORING

CLAUSE THREE– Within a maximum of 30 (thirty) days, the participants will designate managers to monitor, manage and administer the execution of this agreement.

¹ The Anticorruption Support Center is one of the major pillars of Transparency International's Brazil Program and is founded upon the experience of the ALACs. Coordinated by Transparency International in more than 60 countries, the ALACs (Advocacy and Legal Assistance Centers) not only provide free legal assistance, but also collect and classify concrete cases of corruption resulting in the elaboration of empirical studies.



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FINANCIAL AND MATERIAL RESOURCES

CLAUSE FOUR – This agreement in no way implies present or future onlending operations of any type whatsoever, being forbidden transfers of financial resources among the participants being forbidden.

Paragraph. The costs of the activities stated in the Work Plan derived from this agreement may be covered with the specific budget resources of each participant as already allocated to their natural and regular activities and that are strictly related to the objects and purposes of this agreement, without prejudice to the functions to which they were originally targeted (research, events, training, among others).

EFFICACY AND TERM

CLAUSE FIVE – This agreement will go into effect on the date on which it is signed and will remain in effect for twelve months, automatic renewal up to the limit of 60 (sixty) months being permitted, unless there is an express contrary manifestation as defined in legislation.

RESCISSION AND UNILATERAL RESCINDMENT

CLAUSE SIX – The participants are entitled to rescind this agreement at any time whatsoever by mutual consent or by unilateral rescindment at the initiative of any one of them through written notification to the other participant at least 30 (thirty) days prior to such rescindment. Each participant will remain responsible exclusively for the tasks underway in the period prior to notification.

ALTERATIONS AND MODIFICATIONS

CLAUSE SEVEN – With the exception of its object, this instrument may be altered through a mutual understanding between the signees as expressed in a Contractual Amendment, with the purpose of improving execution of its stated tasks



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APPLICABLE LEGISLATION

CLAUSE EIGHT – Insofar as appropriate, Law no. 8666/1993, the precepts of Public Law and, in a supplementary manner, the Principles of the General Theory of Contracts apply to the execution of this agreement.

PUBLICATION

CLAUSE NINE – The abstract of this instrument will be published in the Diário de Justiça Eletrônico by the **CNJ**, as authorized by article 4 of Law no. 11419/2006, coupled with the paragraph of article 61 of Law no. 8666/1993.

JURISDICTION

CLAUSE TEN – No specific jurisdiction is defined. Possible doubts or controversies arising from this instrument will be resolved in common agreement among the participants.

Signed at Brasília, on June 2 2017, in two original copies, in Portuguese and English, each being equally authentic.


Justice **CÁRMEN LÚCIA**

President of the National Council of Justice


JOSÉ UGAZ

President of Transparency International


