

MEMORANDUM OF UNDERSTANDING

BETWEEN THE UNITED NATIONS (UN) AND THE INTERSTATE CONSORTIUM OF THE BRAZILIAN LEGAL AMAZON

This Memorandum of Understanding (MOU) is entered into by the **UNITED NATIONS**, located in Setor de Embaixadas Norte, Quadra 802, Conjunto C, Lote 17, 70800-400, Brasília/DF, Brazil, herein represented by its legal representative in Brazil, **SILVIA RUCKS DEL BO**, hereinafter referred to as "**UN**", and the **CONSÓRCIO INTERESTADUAL DE DESENVOLVIMENTO SUSTENTÁVEL DA AMAZÔNIA LEGAL (INTERSTATE CONSORTIUM FOR THE SUSTAINABLE DEVELOPMENT OF THE LEGAL AMAZON)**, legal entity of public law, registered under CNPJ nº 33.655.721/0001-99, located at Setor de Autarquias Sul – SAUS, quadra 01, lote 3 e 5, Bloco I, sala 202, sobreloja, CEP: 70.070-010, Brasília - DF, Integral part of the indirect public administration of the nine States that make up the Legal Amazon, being that the consortium members states are: **STATE OF ACRE**, legal entity governed by domestic public law, registered with the CNPJ/MF under Nº. 63.606.479/0001-24, headquartered at Av. Brasil, 402, CEP 69900-100, in the capital Rio Branco/AC, hereby represented by the Honorable Governor of the State of Acre, Mr. GLADSON DE LIMA CAMELI; **STATE OF AMAPÁ**, legal entity governed by domestic public law, registered with the CNPJ/MF under Nº 00.394.77/0001-25, headquartered at Palácio do Setentrião, located at Rua General Rondon, 259, CEP 68900-082, in the capital Macapá/ AP, in this act represented by the Honorable Governor of the State of Amapá, Mr. ANTONIO WALDEZ GÓES DA SILVA; **STATE OF AMAZONAS**, a legal entity governed by domestic public law, registered with the CNPJ/MF under Nº 04.312.369/0001-90, headquartered at Av. Brasil, 3925, CEP 69036-110, in the capital Manaus/AM, in this act represented by the Honorable Governor of the State of Amazonas, Mr. WILSON MIRANDA LIMA; **STATE OF MARANHÃO**, legal entity governed by domestic public law, registered with the CNPJ/MF under Nº. 06.354.468/0001-60, headquartered at Palácio dos Leões, located at Avenida D. Pedro II, s/n, CEP 65010-910, São Luís/MA, in this act represented by the Honorable Governor of the State of Maranhão, Mr. FLÁVIO DINO DE CASTRO E COSTA; **STATE OF MATO GROSSO** legal entity governed by internal public law, registered with the CNPJ/MF under Nº 03.507.415/0005-78, headquartered at Palácio Paiaguás, located at Centro Administrativo s/nº, CEP 78050-970, Cuiabá/MT, in this act represented by the Honorable Governor of the State of Mato Grosso, Mr. MAURO MENDES FERREIRA; **STATE OF PARÁ**, legal entity governed by domestic public law, registered with the CNPJ/MF under Nº 05.054.861/0001-76, headquartered at Palácio dos Despachos "Benedicto Wilfredo Monteiro", located at Avenida Doutor Freitas, 2.531, CEP 66087- 812, in the



capital Belém/PA, in this act represented by the Honorable Governor of the State of Pará, Mr. HELDER ZAHLUTH BARBALHO; **STATE OF RONDÔNIA**, legal entity governed by domestic public law, registered with the CNPJ/MF under N° 00.394.585/0001-71, headquartered at Palácio Rio Madeira, Edifício Pacaás Novos, located at Avenida Farquar no 2986, 90 andar, CEP: 76801-470, in the capital Porto Velho/RO, in this act represented by the Honorable Governor of the State of Rondônia, Mr. MARCOS JOSÉ ROCHA DOS SANTOS; **STATE OF RORAIMA**, legal entity governed by domestic public law, registered with the CNPJ/MF under N° 84.012.012/0001-26, headquartered at Palácio Senador Hélio Campos, Praça do Centro Cívico, s/n0, CEP 69301380, in the capital Boa Vista/RR, in this act represented by the Honorable Governor of the State of Roraima, Mr. ANTONIO OLIVERIO GARCIA DE ALMEIDA; and the **STATE OF TOCANTINS**, a legal entity governed by domestic public law, registered with the CNPJ/MF under N° 01786.029/0001-03, headquartered at Palácio Araguaia, Praça dos Girassóis, w/nº, CEP: 77001-900, in the capital Palmas /TO, in this act represented by the acting Governor of the State of Tocantins, Mr. WANDERLEI BARBOSA, hereinafter referred to as "**Consortium**", herein represented by its President, **FLÁVIO DINO**, who expressly invoke his original powers for the present signature, . The **UN and the Consortium** are jointly referred as the "**Parties**".

WHEREAS:

- i. on September 25th, 2015, the global leaders gathered at the UN Summit adopted the set of 17 Sustainable Development Goals ("**SDGs**") to be achieved by 2030;
- ii. the SDG give continuity to the *Millennium Declaration* adopted in 2000 and provide a new paradigm for transforming the development agenda by combating poverty and inequality and promoting integrated policies, planning and governance to achieve sustainable and equitable development at the same time;
- iii. the UN in Brazil has an interest in building and articulating new networks and partnerships with the government, the private sector, the civil society and all entities that can contribute to the effort of reaching the SDG;



approved by Legislative Decree No. 11 of 24th April 1966, and promulgated by Decree No. 59.308 of 23rd September 1966;

- iv. the *Convention on the Privileges and Immunities of the United Nations* was adopted by the General Assembly of the United Nations on 13th February 1946, and ratified without reservation by the Government of the Federative Republic of Brazil, through Decree No. 27.784/50, published in the DOU of 14th March 1950;
- v. the programmatic priorities set out in the *United Nations Framework Partnership for Sustainable Development* for the period 2017-2022, the new global development agenda, the *Agenda 2030*, which contains the *Sustainable Development Goals (SDGs)*, and the *UN Framework COVID-19 Socio-Economic Response Plan*;
- vi. the United Nations Decade for Ecosystem Restoration (2021-2030) has begun, which aims to halt the degradation of ecosystems and restore them to achieve global goals, and is a call for the protection and revitalization of ecosystems in all over the world, for the benefit of people and nature;
- vii. guided by the ambition to reformulate political guidelines to deal with the challenges and obstacles that have limited the region's full development for the last decades, the governors of the nine Amazon states (Acre, Amapá, Amazonas, Mato Grosso, Maranhão, Pará, Rondônia, Roraima and Tocantins) decided to form the Interstate Consortium for the Sustainable Development of the Legal Amazon, seeking to create integrated solutions to overcome them in the short, medium and long term, within the 2019-2030 horizon;
- viii. in May 2017, the governors signed the Protocol of Intent, the first official document for the creation of the Interstate Consortium, on the occasion of the 14th Governors Forum, held in the city of Porto Velho – RO;
- ix. on March 29, 2019, during the 17th Governors Forum, in Macapá - AP, the governors of the nine states of the region signed the Public Consortium Contract, official act of its installation;
- x. on August 2, 2019, the governors approved the Consortium's Strategic Planning - 2019/2030, during the 18th Governors Forum, in Palmas -TO. The document is a guideline of a common agreed agenda between the states, whose strategic

principles are a guide for the sustainable development of the Brazilian Amazon, allowing the transition to a sustainable green economy;

- xi. on July 16, 2021, the Consortium presented the Green Recovery Plan for the Amazon Region (PRV, acronym in Portuguese), an offshoot of its Strategic Planning 2019-2030, which brings to the discussion a regional development project for the Amazon, through a transition strategy for a green economy, inspired by the best international practices and based on regional specificities, and which derives from the need to promote changes capable of combating illegal deforestation and reducing the emission of greenhouse gases, using the potential of the standing forest for the generation of employment and income for the population;
- xii. the PRV is an initiative of the Interstate Consortium for Sustainable Development of the Legal Amazon Region, in conjunction with a range of national and international partners, public and private, civil society organizations and local communities, to which resources will be allocated, at least in its first phase, in four specific axes: combating deforestation, productive and sustainable development in the region, green technology and training of the workforce and green infrastructure; and
- xiii. the Parties wish to cooperate especially in the dissemination and promotion of the Sustainable Development Goals in Brazil, and in efforts to implement programs and projects that strengthen common agendas for sustainable development in the region.

NOW, THEREFORE, the Parties agree to express their interest in mutual cooperation as follows:

Article I

Purpose

The purpose of this MoU is to provide a non-exclusive framework of cooperation between the Parties to facilitate and strengthen mutual collaboration in common actions and projects to accelerate the sustainable development of the Brazilian Legal Amazon, in an integrated and cooperative manner, taking into consideration the regional opportunities and challenges.



Article II

Areas of cooperation

The Parties agree to cooperate in the following areas of activity:

- a) articulation of actions by specialized agencies, funds and UN programs operating in the country to contribute to Brazilian municipal authorities in light of emerging needs, including health and humanitarian emergencies;
- b) promoting the exchange of information on sustainable development, considering the economic, environmental and social dimensions and their integration;
- c) collaboration in the institutional and operational alignment of the Interstate Consortium of the Legal Amazon, encouraging its members to be promoters and supporters of the SDGs at the subnational and regional levels;
- d) promoting the exchange of knowledge between the parties disseminating and training the Consortium's members on the SDGs through governance schools linked to states of the Brazilian Legal Amazon;
- e) collaboration in the elaboration of Voluntary Local Report(s) on the Sustainable Development Goals in the Brazilian Legal Amazon;
- f) development of a proposal to create an Observatory of SDG Indicators within the Brazilian Legal Amazon;
- g) identification of investment opportunities and needs to meet the SDGs in the Brazilian Legal Amazon, in line with the guidelines of the PRV;
- h) development of proposals for raising external and internal resources, including a proposal for a Multipartner Trust Fund for this purpose, with a view to financing a coordinated response to accelerate the sustainable development of the Brazilian Legal Amazon, taking fully into account the guidelines issued by the Consortium's regional planning;
- i) participate in national and international *fora*, seminars, and workshops on financing for development, sharing lessons learned and best practices carried out;
- j) collaboration in the implementation of governance mechanisms for responsible land use and land tenure regularization in the Brazilian Legal Amazon.



Article III

Consultation and Exchange of Information

3.1. The Parties shall, on a regular basis, keep each other informed of matters of common interest that might lead to mutual collaboration.

3.2. Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3. The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4. The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV

Implementation of the MOU

4.1. The Parties commit to elaborate a work plan detailing the items described in Article II until three months after the signature of this MoU.

4.2. All UN and Consortium's activities foreseen in this memorandum are subject to the availability of resources. To this end, with a view to implementing the specific foreseen herein, the Parties shall sign specific cost-shared instruments in accordance with the regulations, rules and procedures of the respective Parties, which shall specify the costs or expenses relating to the activities and how they will be paid by the Parties.

4.3. Any UN funds for this purpose shall be used in accordance with its regulations, rules, policies and procedures.

4.4. Eventual cost-shared agreements shall also include a clause that shall incorporate by reference this MOU, which shall apply to the cost-shared agreements and the projects/programs funded from them.



4.5. Neither Party shall be considered an agent, representative or partner in a joint venture of the other Party. Neither Party shall sign a contract or make any commitment on behalf of the other Party, and shall be solely responsible for, and assume all charges on its own behalf, as proposed by this MOU.

4.6. Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article V

Use of Name and Emblem

5.1. Neither Party shall use the name, emblem or trademarks of the other party, or any its subsidiaries, and/ or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.

5.2. In no event, will authorization to use the name or emblem of the other Party, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests that a Party endorses the services or products of the other Party.

5.3. The Party acknowledges that it is familiar with ideals and objectives of the other Party and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of any one of the Parties.

5.4. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

5.5. This MOU does not guarantee either party the right to create a hyperlink to the institutional website of the other. Any hyperlink may be created only with the express authorization of the other party.

Article VI

Term, Termination, Amendment

6.1. The proposed cooperation under this MOU is non-exclusive and shall have a term of twenty-four months from the effective date, with the possibility of renewal by signing an Addendum, unless terminated earlier by either party with at least two

months' notice in writing to the other party. The Parties may agree to extend this MOU in writing for subsequent periods.

6.2. In the event of termination of the MOU, any technical document or product expected of this partnership shall be terminated in accordance with the provisions of this cooperation agreement unless otherwise mutually agreed between the Parties for specific actions. In this case, the Parties shall take all necessary measures to ensure that the activities carried out under this MOU, technical documents and products are brought to a prompt and orderly conclusion.

6.3. This MOU may be amended only by mutual written agreement of the Parties.

Article VII

Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by certified mail or webmail to the party to which it is required to be given or made at the address specified below or by webmail, with the e-mail address to be defined between the Parties.

For UN:

Ms. Silvia Rucks del Bo
UN Resident Coordinator in Brazil
Setor de Embaixadas Norte - Quadra 802 Conjunto C Lote 17
CEP: 70800-400, Brasília-DF, Brazil
E-mail: RCS-Brazil-Core@un.org

For the Consortium:

Sr. Flávio Dino
Maranhão State Governor
President of the Interstate Consortium for Sustainable Development of the Legal Amazon Region
Setor de Autarquias Sul – SAUS, quadra 01, lote 3 e 5, Bloco I, sala 202, sobreloja
CEP: 70.070-010 - Brasília - DF
E-mail: forumconsorcio@gabgov.ap.gov.br



Article VIII

Representations

Parties inform that they are solid and duly organized entities under the laws of Brazil and the Consortium shall promptly notify UN of any legal investigation or fiscal audit that it may be subject to from time to time, which are related to the purpose of this instrument.

Article IX

Settlement of Disputes

9.1. The Parties shall use their best efforts to, in good faith, cooperatively resolve any dispute, controversy or demand arising from this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the *United Nations Commission on International Trade Law - (UNCITRAL) Conciliation Rules*, available at the time of the dispute, or according to such other procedure as may be agreed between the Parties.

9.2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with Clause 9.1 above shall be referred to arbitration under the *United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules* then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article X

Miscellaneous

10.1. This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.



10.2. Nothing in this MOU shall be deemed as the launch of a joint venture or any other form of legally binding commitment between the parties.

Article XI

Privileges and Immunities

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article XII

Entry into Force

This MOU may be signed in two originals, in English and Portuguese, of equal content and validity, and must enter into force on the date it is duly signed. If there is any discrepancy or interpretative doubt between the Portuguese and English versions, the English version shall prevail.

Brasília, February 22nd, 2022.



SILVIA RUCKS DEL BO
UN Resident Representative in Brazil

GLADSON DE LIMA CAMELI
Governor of The State of Acre

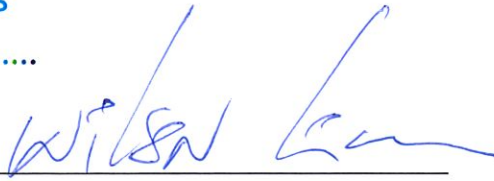


FLÁVIO DINO DE CASTRO E COSTA
Governor of the State of Maranhão
President of the Interstate Consortium for
Sustainable Development of the Legal
Amazon



ANTONIO WALDEZ GÓES DA SILVA
Governor of The State of Amapá





WILSON MIRANDA LIMA

Governor of The State Of Amazonas

MAURO MENDES FERREIRA

Governor of The State of Mato Rosso

HELDER ZAHLUTH BARBALHO

Governor of The State of Pará

MARCOS JOSÉ ROCHA DOS SANTOS

Governor of The State of Rondônia



ANTONIO OLIVERIO G. DE ALMEIDA

Governor of The State of Roraima

WANDERLEI BARBOSA

Governor of The State of Tocantins


Witness 1

Name: 

Position: Secretaria Executiva

CAL – Consórcio Amazônia Legal

Witness 2

Name: 
Haroldo de Oliveira Machado Filho

Position: Oficial de Parcerias e Financiamento da ONU Brasil

UN