

MEMORANDUM OF UNDERSTANDING

in relation to cooperation on the potential financing of projects in
the territories of the member states of the Consórcio
Interestadual de Desenvolvimento Sustentável da Amazônia
Legal

between the

European Investment Bank

and

Consórcio Interestadual de Desenvolvimento Sustentável da
Amazônia Legal

Sharm el-Sheikh (Egypt), 15 NOVEMBER 2022

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This is a non-binding memorandum of understanding ("**MoU**") between:

the **EUROPEAN INVESTMENT BANK**, having its (the "**EIB**")
seat in Luxembourg at 98-100 Boulevard Konrad
Adenauer, L-2950, Luxembourg

and

CONSÓRCIO INTERESTADUAL DE (the "**Consórcio Amazônia**")
DESENVOLVIMENTO SUSTENTÁVEL DA
AMAZÔNIA LEGAL, a public corporation
(*associação pública*) of Brazilian federal law,
having its seat at Distrito Federal, Setor de
Autarquias Sul, Quadra 01, Bloco I, Sala 202,
sobreloja, CEP 70.070-010

together referred to as the "**Parties**", each of them as a "**Party**".

INTRODUCTION AND BACKGROUND:

- (a) The EIB is the financial investment arm of the European Union ("EU") under the Treaty on the Functioning of the European Union. The role of the EIB is to support investments consistent with EU policy objectives. The EIB has been at the forefront of the fight against climate change in line with the global leading role of the European Union and that in November 2020, the EIB's Board of Directors approved the Climate Bank Roadmap 2021-2025 in order to deliver the EIB's Climate Strategy. The EIB plays a key role in the financing of Climate Action projects around the world, including Latin America.
- (b) The Consórcio Amazônia is a public corporation (*associação pública*) formed by the Brazilian states of Acre, Amapá, Amazonas, Maranhão, Mato Grosso, Pará, Rondônia, Roraima and Tocantins (each of them, a "**Participating State**", and jointly the "**Participating States**"). The Consórcio Amazônia was incorporated following the approval of the laws of ratification of each Participating State, and is governed by Brazilian federal law. The mission of the Consórcio Amazônia is to establish and implement projects for the economic and social development at the Legal Amazon, in a harmonious, balanced and sustainable way.
- (c) The Parties have undertaken discussions in order to explore the development of potential joint collaborations to provide financing and technical assistance to EIB eligible projects in the Participating States.

ARTICLE 1

Purpose

The Parties intend, on a non-binding basis, to promote mechanisms for cooperation among the EIB, the Consórcio Amazônia and the Participating States for the financing and technical assistance of common projects and programmes, and in particular:

- (a) Regional Program for the Control of Deforestation and Fires in the Legal Amazon;
- (b) Program for the Strengthening of Amazon Bioeconomy Production Chains;
- (c) Green Infrastructure and technological Projects

ARTICLE 2

Scope of Cooperation

The Parties have identified areas in which they wish to actively strengthen their cooperation:

- (a) fight deforestation;
- (b) promote the bioeconomy;
- (c) develop green infrastructure;
- (d) develop green technology.

ARTICLE 3

Exchange of Information

Subject to their internal rules and procedures, the Parties may share information for the purpose of achieving the aims and scope of this MoU according to the form of cooperation jointly decided between the Parties. The Parties intend to put in place relevant tools and resources to support the cooperation established with this MoU as well as to ensure transparency and adequate access to relevant information.

ARTICLE 4

Non-Binding Nature and Privileges and Immunities

4.1 Non-binding nature

- (a) This MoU reflects the Parties' intention to cooperate, expressed in good faith. This MoU is not intended to create rights or obligations under international or domestic law. This MoU is not a legally binding arrangement and does not represent nor does it intend to create any right or binding legal obligation or relation between the Parties, or between the EIB and any of the Participating States.
- (b) This MoU does not represent any binding commitment or obligation of any nature, in particular, but not limited to, with regard to the implementation of any projects or products or any funding or underwriting thereof on the part of either Party. This MoU does not represent any commitment with regard to funding or any form of preferential treatment on the part of either Party or on the part of any of the Participating States. Any such commitments shall be laid down in separate agreements that may be further entered into by the Parties.
- (c) No provision of this MoU may be construed as interference in any way with the independent decision-making autonomy of each Party with regard to its respective activities and operations.
- (d) Any existing agreement or other arrangement between the Parties, or between any of the EIB and any of the Participating States, is not affected by this MoU. This MoU does not prevent the signature of any agreement between the Parties, or between the EIB and any of the Participating States.
- (e) The Parties are entering into this MoU having full regard to their internal governing bodies, statutes, mandate and procedures as amended from time to time.
- (f) The Parties acknowledge and recognise that nothing in this MoU is intended nor should be construed as (i) obligating either Party to fulfil the purpose set out in Article 1, or to enter into any other type of contract or commitment; (ii) creating an exclusive arrangement between Parties, or between the EIB and any of the Participating States; (iii) creating an agency or partnership relationship between the Parties, or between the EIB and any of the Participating States; or (iv) preventing either Party from carrying out individually or in cooperation with a third party, the activities proposed in this MoU.
- (e) The entering into this MoU does not prejudice by any means the possibility or right of each Party to collaborate with other entities in the same or similar fields covered by this MoU.
- (f) In compliance with its internal rules, procedures and policies, financing of individual projects shall be subject to a prior approval by each EIB's decision-making bodies.

4.2 No waiver of immunities, privileges and exemptions

- (a) Nothing in this MoU shall constitute a waiver, or be construed as constituting a waiver of the immunities, privileges and exemptions enjoyed by the EIB, its Directors, Alternates, Officers, Members, employees and agents.
- (b) Nothing in this MoU shall be construed as allowing or compelling the Parties to exceed in any way the boundaries of their respective constituent instruments, mandates, procedures and policies, and resources.
- (c) The cooperation between the Parties, or between the EIB and any of the Participating States, is subject to the policies and procedures of the Parties and of the Participating States and to such further agreements and approvals as may be required for specific proposed activities.
- (d) This MoU does not result in the establishment of any claims, financial implication, commitment, obligation or liability between the Parties, or between the EIB and any of the Participating States.

- (e) This MoU does not constitute any Party the agent of any other Party or of any of the Participating States for any purpose.

ARTICLE 5

Data Protection, Disclosure Rules and Confidentiality

- (a) This MoU may be made publicly available by the Parties in accordance with their respective rules and procedures on data protection and disclosure or mandatory provisions of law. By entering into this MoU, the Parties consent to such disclosure.
- (b) Unless required by law and subject to the Parties' respective rules and procedures on data protection and disclosure, the Parties agree that information and documents exchanged between the Parties pursuant to this MoU is confidential and should not be disclosed to third parties without consulting in writing with the concerned Party.
- (c) The Parties acknowledge and recognise that none of the Consórcio Amazônia, nor the Participating States, shall use the name, trade name, brand, trademark, logo or other symbol or designation of the EIB in any form of promotional materials, publicity, website, press release, social media platform or any communication of any other kind without the prior written consent of the EIB.

ARTICLE 6

Settlement of Disputes

Any dispute arising out of, or in connection with, the validity, effectiveness, enforceability, termination, interpretation or application of any provision of this MoU will be settled amicably through consultations or by such similar means and will not be referred to any national or international tribunal or third party for settlement. In the event of a persisting dispute, this MoU shall be terminated in accordance with Article 7(b) below.

ARTICLE 7

Starting Date, Duration and Termination of the Cooperation

- (a) The collaboration under this MoU shall commence on the date of its signature by both Parties and expire on the date falling two years from its signature, unless extended jointly and in writing by the Parties.
- (b) If at any time a Party considers, at its sole discretion, that the continuation of this MoU is no longer appropriate, the collaboration under this MoU may be discontinued at any time following a three (3) months' prior written notice to the other Party. In this case, the Parties shall take any necessary action to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MoU.

ARTICLE 8

Variation

The terms of the collaboration set out under this MoU may be varied by means of written documents signed by both Parties.

ARTICLE 9

Interpretation

The section headings in this MoU are for convenience only. They are not intended and shall not be construed to alter, limit or enlarge in any way the scope or meaning of the language contained in this MoU.

ARTICLE 10

Capacity of Signatories

The persons signing this MoU on behalf of each Party hereby state that the relevant Party approves the terms of this MoU and that they are authorised representatives of the relevant Party and have requisite legal power and authority to execute this MoU in the name of, and on behalf of, the relevant Party.

ARTICLE 11

Review

The Parties may, on or about September 2024, review and consult each other with a view to deciding on possible revisions of the MoU and/or future courses of action.

ARTICLE 12

Notices and Communications

- (a) Notices and other communications given under this MoU addressed to either Party shall be made to the address as set out above, or to such other address as a Party previously notifies to the other.
- (b) The address and electronic mail address (and the department for whose attention the communication is to be made) of each Party for any communication to be made or document to be delivered under or in connection with this MoU are:

For the EIB:

Attention: Mr. Alexandre Staff-Varela (EIB Regional Representation for Latin America)

Edificio Cusezar
Calle 116 número 7-15
Bogotá D.C., Colombia

E-mail address: a.staffvarela@eib.org

For Consórcio Amazônia:

Attention: Secretaria Executiva do Consórcio Amazônia Legal

RG: 1.340.416 / expedido pela SSP-GO

Distrito Federal, Setor de Autarquias Sul, Quadra 01,
Bloco I, Sala 202, sobreloja, CEP 70.070-010

E-mail address: forumamazonia@gabgov.ap.gov.br

- (c) Each Party shall promptly notify the other Party in writing of any change in their respective communication details.

ARTICLE 13

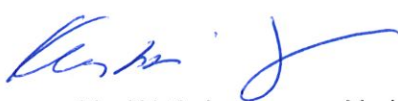
Costs

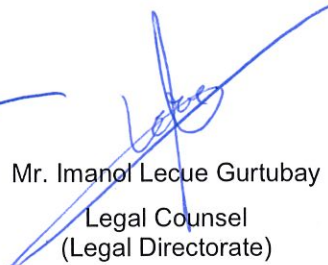
Each Party shall remain solely responsible for all costs and expenses it has incurred in connection with the preparation, negotiation, signing and performance of this MoU in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

SIGNED on 15 November 2022 at Sharm el-Sheikh (Egypt) in 3 (three) originals in the English language, two originals for the EIB, one original for Consórcio Amazônia.

Signed for and on behalf of
EUROPEAN INVESTMENT BANK


Ms. Kristin Lang
Head of Division
(EIB Global)


Mr. Imanol Lecue Gurtubay
Legal Counsel
(Legal Directorate)

Signed for and on behalf of
**CONSÓRCIO INTERESTADUAL DE
DESENVOLVIMENTO SUSTENTÁVEL DA
AMAZÔNIA LEGAL**


Mr. Antônio Waldez Góes da Silva
President of the Consórcio Amazônia and
Amapá State Governor

Mr. Helder Zuhluth Barbalho
Governor of the State of Pará