

AGREEMENT

between

The **OFFICE OF THE COMPTROLLER GENERAL** (*Controladoria-Geral da União, CGU*, hereinafter "**THE CGU**"), located at SAS Quadra 01 Bloco A Ed. Darcy Ribeiro, - Asa Sul - Brasília/DF, CEP 70070-905, enrolled under National Registry of Legal Persons (Cadastro Nacional da Pessoa Jurídica, CNJP) No. 26.664.015/0001-48, herein represented by the Minister Wagner de Campos Rosário (CGU),

and

THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT (hereinafter "**THE OECD**"), located at No. 2 Rue André Pascal, 75775, CEDEX 16, Paris, France, an international and inter-governmental organisation whose membership consists of 36 countries, herein represented by Mr Marcos Bonturi, Director of the Directorate for Public Governance and Francis Courtin, Acting Head of the Management Support and Policy Division, Programme, Budget and Financial Management Service, Executive Directorate

("THE AGREEMENT")

THE CGU and THE OECD (hereinafter individually referred to as a "Party" and collectively referred to as the "Parties") have agreed, pursuant item 3.6 of the Co-Operation Agreement between the Federative Republic of Brazil and the Organisation for Economic Co-Operation and Development, done in Paris, on June 3rd, 2015 as follows:

ARTICLE 1

PURPOSE

The purpose of this AGREEMENT is to carry out the following work, as part of the OECD Programme of Work and Budget for 2019-20:

1. "Strengthening the Integrity Management Units and the Integrity Risk Management" - PWB Output: 1.5 Strengthening Policy Frameworks on Sound Public Governance (hereinafter **WORKSTREAM 1**)
2. "Applying Behavioural Insights to selected Integrity Policies in the Brazilian Federal Executive Branch" - PWB Output: 2.3 Promoting Integrity in Policy Design (hereinafter **WORKSTREAM 2**)
3. "Bringing Brazil closer to OECD standards in the area of open government" - PWB Output 2.1 Fostering Open Government (hereinafter **WORKSTREAM 3**)

The respective outputs of the workstreams will be written in English, and be translated into Portuguese by the OECD.

A handwritten signature in dark ink, followed by the initials 'Fc'.

ARTICLE 2 FOCUS AND SCOPE

WORKSTREAM 1

The scope of WORKSTREAM 1 will include the following two areas:

1. *Safeguarding Integrity:* Analysis and concrete recommendations on how to strengthen public integrity in the Brazilian Federal Executive Government through the Integrity Management Units (UGIs) and CGU (comprising the issues (i) to (iv) mentioned under point 1). To achieve this outcome, the OECD will carry out, amongst others, a document review of the relevant Brazilian legislation and technical documents, as well as interviews in Brazil with CGU and staff from selected UGIs as well as other internal units. To complement this information, a short online survey directed at staff from CGU, UGIs, beneficiaries, and other units will be developed.

It involves:

- iv. Reviewing the current structure of the UGIs: job positions; organizational structure; duties; capacities; internal coordination with other units;
 - v. Providing recommendations and capacity development to support CGU in consolidating the UGIs so that they effectively mainstream integrity policies within public agencies and entities;
 - vi. Providing guidance on how to evaluate the performance of the units and how integrity policies are being implemented;
 - vii. Providing recommendations on establishing an integrity system in the Federal Executive Government that places CGU as the central agency to coordinate a second line of defence;
- This area requires three missions to Brazil (1 fact-finding mission, 2 workshops).

Output: Recommendations for an integrity system in the federal Executive Government (Report).

2. *Modernising Risk Management and Assessments:* Review of policies, practices and methodologies for managing and assessing corruption and integrity risks, including data-driven approaches and assessing risks in key areas (comprising the issues (i) to (iii) mentioned under point 2), or in selected high-risk sectors (e.g. procurement, health, infrastructure, etc.). To achieve this outcome, the OECD will carry out, amongst other, a review of the policies that underpin existing integrity and corruption risk management and assessments, an in-depth analysis of the Brazilian context (and as necessary, key sectors), as well as interviews with key stakeholders. The risk management methodology will be developed in coordination with CGU.

Handwritten signature and initials, possibly 'F.C.', in the bottom right corner.

It involves:

- i. Reviewing the policies, practices and tools for managing and assessing risks of fraud and corruption.
- ii. Providing recommendations on how to improve corruption and fraud risk management at an institutional level.
- iii. Improving methodologies and tools to identify corruption and fraud risks and ethical and behavioural misconduct, in particular, strengthening data-driven approaches and good practices

This area requires three missions to Brazil (1 fact-finding mission, 2 workshops).

Output: Recommendations to improve methodologies for CGU to manage and assess corruption and fraud risks and ethical and behavioural misconduct (Report).

WORKSTREAM 2

WORKSTREAM 2 will contribute to enhance the impact of integrity policies in Brazil through the application of insights from behavioural sciences. Specifically, the OECD will support the CGU in identifying, designing, implementing, analysing and disseminating a pilot intervention based on behavioural insights relevant for mitigating corruption risks, preventing unethical behaviour or promoting an organisational culture of integrity. To ensure the relevance for the CGU, the OECD will leverage the synergies arising from the OECD's work on WORKSTREAM 1 "Strengthening the Integrity Management Units and the Integrity Risk Management".

Concretely, the OECD will provide technical support to the CGU following the BASIC methodology developed by the OECD. BASIC has the following five steps:

- **Behaviour:** Identify and define the problem
- **Analysis:** Understand why individuals act as they do
- **Strategies:** Devise strategies and interventions to achieve behavioural change and select one
- **Intervention:** Implement a pilot of the chosen intervention, with an experimental design, to be able to measure the impact of the intervention and draw conclusions
- **Change :** Change the general policy and implement the intervention on a broad scale

WORKSTREAM 2 will cover the first four steps of the BASIC methodology. The CGU may then decide whether it considers it appropriate to up-scale the implementation of the piloted measure.

A handwritten signature in black ink, appearing to be 'F. C.', located in the bottom right corner of the page.

WORKSTREAM 2 will be developed through deskwork and four missions to Brazil with the following activities:

First mission (3-4 days)

- A capacity building seminar on behavioural sciences and experimental methods with the objective to train selected CGU officials on how to apply behavioural insights in the area of public integrity and thus develop in-house capacities within the CGU (the participants and their profile will be defined together with CGU). Duration: 1 day
- Workshop with officials from the CGU to work through the first three steps of BASIC. Based on this work, the OECD will design, in close coordination with CGU, the specific integrity intervention to be piloted. Duration: 2-3 days

Second and third mission

- At the beginning as well as during or at the end of the implementation of the intervention missions will be scheduled to Brazil in order to support the logistics of the pilot intervention (details, duration and timing to be defined during or shortly after the first mission when designing the pilot intervention).

Fourth mission

- The OECD will present the project and its results at a public launch event in Brazil at the end of the project.

In addition, the OECD will support the CGU in communicating the process and the results of the project to the OECD Working Party of Senior Public Integrity Officials (SPIO) and the Auditors Alliance.

WORKSTREAM 3

The main objective of WORKSTREAM 3 is to further assist and support the advancement of Brazil's open government agenda in line with the OECD standards. This proposed workstream therefore aims to:

- Assess the governance of open government in Brazil against the 10 provisions of the OECD Recommendation of the Council on Open Government, outlining key accomplishments, success stories, bottlenecks and possible areas for improvement.
- Analyse and provide recommendations on how to improve mechanisms that can allow for open government policies and practices to be successfully disseminated horizontally and to seamlessly trickle down/up from the central to the local level, taking into consideration the specific institutional setting and historical context of Brazil.
- Promote the open government principles of transparency, accountability, integrity to increase government efficiency and transform government-business relations for the creation of a favourable business environment and investment climate.



Handwritten signature and initials.

- Support Brazil in getting closer to OECD practices and standards. The Open Government Review could positively contribute to any potential accession process of Brazil to the OECD, given that in the past accession processes the OECD Public Governance Committee considered transparency and accountability to promote and facilitate responsibility for government action and inclusive stakeholder engagement in policy design and implementation.
- Disseminate Brazil's open government good practices and lessons learned across the OECD membership and beyond.

WORKSTREAM 3 will be carried out in consultation with the CGU over a period of 16 months and will produce three key outputs, namely:

Phase I – Open Government Review of Brazil (the “Review”), which will provide an assessment of Brazil's open government agenda against the 10 provisions of the OECD Recommendation of the Council on Open Government, outlining key accomplishments, success stories, bottlenecks and possible areas for improvement. The Review will discuss how open government can effectively help the government to better advance its vision and achieve results together with citizens, civil society and the business community. Overall, the Review would support the OECD in monitoring Brazil's implementation of the OECD Recommendation of the Council on Open Government. The following draft structure is proposed for the Review:

- **Component 1 – Towards increased impact: Making use of the benefits of open government:** This section will outline the key benefits of an open government approach. It will highlight the impact the implementation of open government reforms can have on the functioning of the public sector as a whole and discuss how Open Government can effectively help the government to better advance its vision and achieve results together with citizens, civil society and the business community.
- **Component 2 – The governance of open government in Brazil:** This section will assess the enabling environment of and the context and drivers for open government in Brazil and look at the policy (provision 1) and regulatory and legal framework (provision 2) for open government. The section will also assess how open government implementation is coordinated (provision 4) and will include monitoring, evaluation, and learning processes (provision 5).
- **Component 3 – The competencies and capacity for open government in Brazil:** Achieving better results for citizens through a better governance of open government requires reconsideration of the skills and competencies needed of senior civil servants in public administrations. This section will contribute to the analysis of the government's human, financial and technical resources for open government (provision 3). This section will develop a framework to identify core skills required of Brazil's senior civil servants to



better drive and promote open government development and efficiency within the public sector.

- **Component 4 – The effective implementation of open government in Brazil:** This section will analyse ways to promote government openness for private sector development. The section will also look at how open government contributes to other policy areas, including digital government, business value creation, public sector innovation (provision 9) and the SDGs.
- **Component 5 – The participation of citizens and stakeholders in the policy cycle:** This section will address practices of citizen, private sector and NGO participation in policymaking and service delivery (provisions 6, 7 and 8) as sound investment for all stakeholders in order to foster more inclusive and sustainable growth. It will focus on participation challenges and assess instrumental (i.e. better results, more cost-effective) and intrinsic (i.e. better and more democratic policymaking process for building trust) benefits for governments, citizens, businesses and other stakeholders.

Phase II – Roadmap and recommendations, which will build upon the findings of the in-depth analysis of the strengths and weaknesses of Brazil's implementation of open government reforms. The roadmap will include concrete recommendations on how to improve mechanisms that can allow for open government policies and practices to be successfully coordinated horizontally and vertically as well as to seamlessly trickle down/up from the central to the local level and vice versa, taking into consideration the specific institutional setting and policy priorities of Brazil.

Phase III – Implementation and study visit, which will consist of a series of knowledge-sharing and capacity-building in form of workshops for a more effective governance and implementation of open government and one study visit of senior officials from selected OECD countries focusing on the implementation of open government strategies and initiatives in Brazil. These events will allow to disseminate OECD knowledge in the different areas of the Review and to support specific priorities of the Government of Brazil through the sharing of international comparable experiences and to support the medium- and long-term implementation of the recommendations contained in the Review (Phase II).

ARTICLE 3

OBLIGATIONS OF THE PARTIES

The CGU agrees to the following duties and responsibilities:

1. to provide in a timely manner all necessary information, data and reports to enable the OECD to carry out the WORKSTREAMS as laid out in Article 2 of this AGREEMENT;



fc

2. to adopt all measures necessary for the effective development and accomplishment of the purpose of THE AGREEMENT;
3. to formally designate a co-ordinator with responsibility for co-ordination and follow-up of THE WORKSTREAMS;
4. to transfer to the OECD the necessary financial resources for conducting the WORKSTREAMS under this AGREEMENT according to Article 6 of this AGREEMENT;
5. to arrange events and workshops in Brazil as stipulated under Article 2 of this AGREEMENT, in co-ordination with THE OECD.

The OECD agrees to the following duties and responsibilities, subject to prior receipt of the necessary financial resources from the CGU:

1. to conduct all activities to carry out the WORKSTREAMS as laid out in Article 2 of this AGREEMENT;
2. to provide staff to conduct WORKSTREAMS;
3. to assume full responsibility for the contracting and payment of staff required to conduct THE WORKSTREAMS;
4. to take responsibility for identifying and mobilising selected experts to participate in field missions and the launch of results of THE WORKSTREAMS as stipulated in Article 2 of this AGREEMENT;
5. to provide to the CGU, following conclusion of the work, the outputs as stipulated under Article 2 of this AGREEMENT in English;
6. to translate these outputs into Brazilian Portuguese respecting the form and substance of the original English version; and
7. to provide the CGU with 20 printed copies of each of WORKSTREAMS 1, 2 and 3's outputs in English as well as 20 printed copies of each of WORKSTREAMS 1, 2 and 3's outputs in Portuguese.

ARTICLE 4

ESTIMATED TIMELINE AND MILESTONES

The estimated timeframe for the WORKSTREAMS starts from the signature of this AGREEMENT and it will be elaborated according to the following and estimated time schedule:

A handwritten signature in black ink, appearing to be 'C. J. F.', is located in the bottom right corner of the page.

WORKSTREAM 1 - "Strengthening the Integrity Management Units and the Integrity Risk Management"

Provisional timeframe	Milestones
Launch date (LD)	Signature of the AGREEMENT between CGU and the OECD
LD + 2 months	Background research and information collection by OECD experts in Brazil (fact-finding mission)
LD + 4 months	Development and implementation of an online survey
LD + 8 months	First draft report shared with CGU for comments
LD + 9 months	CGU provide comments to the inputs received from OECD
LD + 10 months	OECD considers comments as appropriate and relevant and organises first Workshop in Brazil jointly with CGU (topic to be defined jointly between CGU and OECD for both areas in Workstream 1)
LD + 12	Presentation of the final reports and second Workshop in Brazil (topic to be defined jointly between CGU and OECD)

WORKSTREAM 2 - "Applying Behavioural Insights to selected Integrity Policies in the Brazilian Federal Executive Branch"

Provisional timeframe	Milestones
Launch Date (LD)	Signature of the AGREEMENT between the CGU and the OECD
LD + 2 months	Preparatory desk work
LD + 3 months	First mission to Brazil: training workshop and working session with CGU officials
LD + 5 months	Design of the pilot intervention
LD + 6 to 12 months	Second and third missions to Brazil: Implementation and analysis of the pilot intervention
LD + 12 to 14 months	Fourth mission: Presentation of the results in Brazil

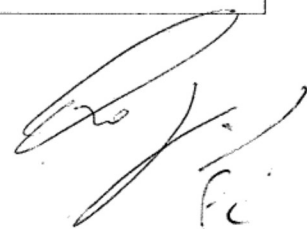


WORKSTREAM 3 - "Bringing Brazil closer to OECD standards in the area of open government"

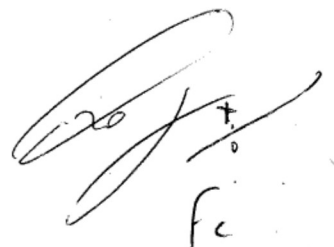
Provisional timeframe	Milestones	Description	Result(s)
LD + 1	Sending questionnaire(s) to different stakeholders in Brazil	of At the beginning of the Review process, the OECD will send out a standardised survey to the main counterpart. This survey will ask through in-depth questions about the status quo of policies and practices in the different areas that compose the Review. According to the focus areas selected by the government of Brazil, specific tailored surveys can also be sent to 1) line ministries; 2) subnational government and 3) the other branches of power / independent public institutions. The responses to the questionnaire(s) will conform the background report of the Open Government Review.	Baseline for the analysis is built data collection.
LD + 1-3	Collection of desk research by the OECD team	The OECD team will analyse and collect available data and information on Brazil's open government agenda. This analysis will also take into account previous OECD analysis of Brazil's governance practices, including the Government at a Glance Series and reviews conducted in related policy areas (including integrity, procurement etc.).	OECD team gains a deep understanding of the context for open government within the Brazilian government.



LD + 3	Implementation of kick-off event & peer-driven fact-finding mission to Brazil	According to the needs of and in collaboration with the Brazilian Government, the OECD will organise a kick-off event and raise awareness within and outside of the public administration. The event will allow to present the Review process and answer any questions stakeholders may have.	Awareness about the OECD work is built across the administration. OECD team gains an understanding of main challenges and achievements of Brazil's open government agenda.
LD + 6	Sending of preliminary findings of the Review to the Brazilian Government for comments	Based on the background report and on the results of the fact-finding mission, the OECD team will prepare a document that summarises the preliminary findings of the Review. This document will be shared with the counterpart for feedback and comments.	Brazilian Government becomes familiar with the key findings of the Review.
LD + 9	Sending of full draft report to Brazil for final fact-checking	Once the feedback from the Brazilian government has been integrated, the OECD team will send an updated version of the full document to the Brazilian counterpart for fact-checking.	The accuracy of the facts and figures used in the report are confirmed by the Brazilian government.
LD + 11	Peer review of the full draft report by the OECD Working Party on Open Government	According to OECD procedures and in the modalities of participation established by the OECD, representatives of the Brazilian Government may be invited to present and discuss the main findings with the delegates that form part of the OECD Working Party on Open Government.	The full review and its recommendations are discussed by the OECD Working Party on Open Government



LD + 13	Sending of full report for dissemination	Once discussed by the OECD Working Party on Open Government, the OECD will finalise the official publishing process. The Review will be published and 20 printed copies in English and 20 printed copies in Portuguese will be sent to the Government of Brazil.	The document in both English and Portuguese is shared with the Brazilian Government.
LD + 14	Organising a Launching event of the Review (end of Phase I); Elaboration of a Roadmap (Phase II); Capacity-building events (Phase III)	Once the final document is available, the OECD will travel to Brazil to organise a (high-level) launching event to raise awareness about the recommendations and start building a consensus around reform priorities, included in the roadmap (phase II). As part of the interactive peer-driven OECD open government capacity-building seminars, the OECD and the peer reviewers will share their experience and work in the area of open government with key public officials and relevant stakeholders from Brazil to build capacity and to support the dissemination of a culture of open government in national line ministries.	Awareness about the OECD work is built across the administration. Awareness about the recommendations is created and recommendations are widely disseminated. Targeted capacity-building activities to disseminate OECD knowledge in the area of open government for Brazilian officials and relevant stakeholders.
LD + 16	Study Visit of public officials from selected OECD countries (Phase III)	Study visit of public officials from OECD countries to Brasilia to discuss opportunities and challenges related to the implementation of open government strategies and initiatives.	Senior public officials will gain first-hand experience and become familiar with open government experiences and practices in OECD countries.



fc

ARTICLE 5 STAFF

The CGU will designate public officials that, according to the nature of their positions and responsibilities, will be in charge of implementing this AGREEMENT, and will provide the support to establish the necessary contacts with other entities of the Federal Government of Brazil.

The staff designated by the CGU and the OECD for the execution of this AGREEMENT will work under the command and responsibility of the organisation or institution to which they belong. Because all staff will maintain an employment relationship with their respective organisation or institution, their work will not in any way create a labour relationship with any other entity and cannot thus be interpreted as creating a substitute employer relationship.

ARTICLE 6 FINANCING

The CGU shall provide the OECD with the total amount of **€ 649.491** (six hundred and forty nine thousand, four hundred and ninety-one Euros) to cover the costs related to the WORKSTREAMS under this AGREEMENT according to Article 2 and as set out in the estimated consolidated budget in Annex 1. The amount will be paid by the CGU in one instalment upon the communication by the designated Brazilian diplomatic representative.

The amount will be distributed as follows:

- WORKSTREAM 1: **€ 282.512** (two hundred eighty two thousand, five hundred twelve Euros);
- WORKSTREAM 2: **€ 147.484** (one hundred forty seven thousand, four hundred eighty four Euros);
- WORKSTREAM 3: **€ 219.495** (two hundred nineteen thousand, four hundred ninety five Euros).

Other related costs (e.g. country venues, catering and associated local taxes,) are to be organised and taken care of by THE CGU.

The OECD shall administer the financial resources in accordance with its Financial Regulations and other relevant OECD rules, policies and procedures, which currently provide for an administrative cost recovery charge of 5.3% included in the total financing amount.

All activities to be performed by the OECD are subject to receipt of the necessary financial resources from the CGU.

The continuation of any outputs beyond 2019-2020 is subject to the inclusion of such outputs in the OECD's Future Programme(s) of Work and Budget.

A handwritten signature in black ink, appearing to be 'F.C.', is located in the bottom right corner of the page.

ARTICLE 7
FINANCIAL REPORTS

THE OECD will provide a financial report through a statement of expenditure, in accordance with OECD standard reporting format, at the end of WORKSTREAMS showing how the financial resources were spent.

The expenditure will be recorded in the accounts of the OECD, which follow generally accepted accounting principles and which are subject to audit in accordance with the OECD's standard audit rules.

ARTICLE 8
DURATION OF THE AGREEMENT

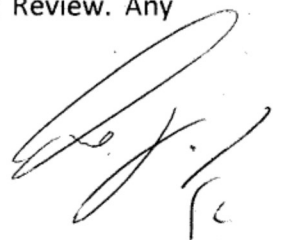
The AGREEMENT will come into force upon signature by both PARTIES and will terminate on 30 June 2021.

ARTICLE 9
AUTHOR'S RIGHTS

The results of the work carried out pursuant to this AGREEMENT, in whatever form, shall be the property of the OECD. Subject to the rights of third parties, and also subject to the rules and policies of the OECD on classification and declassification of documents, if applicable, the OECD grants the CGU the non-exclusive right to:

- share and embed on its website a read-only version of the any publication(s) in English and Portuguese languages produced within the framework of the activities funded by the present contribution; and
- make available from its website a free of charge downloadable version of the Open Government Review only in the Portuguese language;
- copy, use and distribute, for non-commercial purposes, other final outputs produced within the framework of the activities funded by the present contribution. However, the CGU shall not have the right to make downloadable versions of the English language version of the Open Government Review or of any other publication(s) in any languages produced under WORKSTREAMS 1 and 2 available from its website.

Notwithstanding the above, the OECD reserves the right of first publication in English and Portuguese language versions of all the publications produced within the framework of the activities funded by the present contribution, including the Open Government Review. Any

A handwritten signature in black ink, appearing to be 'P. J. F.', is located in the bottom right corner of the page.

reproduction or publication of the Open Government Review or any other publication(s) in either of the languages by the CGU in any media shall acknowledge the OECD's ownership thereof and shall include the logo and copyright or other notices, as instructed by the OECD.

ARTICLE 10

HIGH RISK DESTINATIONS

In the event that the REVIEW involves missions to be carried out in high-risk destinations, and if the OECD deems there to be an unacceptable risk to the security of OECD personnel and experts, the OECD can immediately cancel or suspend some or all of the scheduled activities or terminate this AGREEMENT. The OECD will discuss with THE CGU the possibility of resuming the work at a later date or carrying out the activities in a different location. In the event of termination, THE CGU will only cover expenses incurred or irrevocably committed by the OECD, as well as any expenses incurred or committed thereafter by the OECD as a result of having to terminate such commitments.

ARTICLE 11

CONTACT POINTS

THE PARTIES hereto have designated the following persons as follow-up liaisons for the activities connected with this AGREEMENT:

THE CGU

WORKSTREAMS 1, 2 and 3

Claudia Taya
Federal Secretary of Transparency
and Corruption Prevention
claudia.taya@cgu.gov.br
Tel (+55)61 2020-6501

THE OECD

WORKSTREAMS 1 and 2

Julio Bacio Terracino
Acting Head of the Public Sector Integrity
Division, Public Governance Directorate
Julio.BACIOTERRACINO@oecd.org
Tel (+33) 1 45 24 94 60

WORKSTREAM 3

Alessandro Bellantoni
Head of the Open Government Unit and Deputy
Head of the Governance Review and Partnerships
Division, Public Governance Directorate
Alessandro.BELLANTONI@oecd.org
Tel (+33) 1 45 24 98 80



ARTICLE 12
CONDUCT AND ETHICS

It is the intention of THE CGU and the OECD that:

- a) no offers, gifts, payments, benefits or advantages of any kind which would or could be construed as illegal or corrupt practice be accepted by either PARTY in the course of the negotiation and implementation of this AGREEMENT;
- b) all conflicts of interest in relation to the execution of this AGREEMENT and/or its implementation be avoided; and
- c) none of the funds provided under this AGREEMENT are used to provide support to individuals or entities associated with terrorism or in support of drug or human trafficking.

If at any stage one of THE PARTIES should become aware of, or suspect that, one of its staff engages in conduct prohibited under a), b) or c) above, they shall promptly investigate the matter and, if the investigation demonstrates that a misconduct occurred, shall inform the other PARTY and take all reasonable measures in accordance with its rules and policies to ensure the situation ceases and does not happen again.

ARTICLE 13
RESOLUTION OF DISPUTES

Whenever possible, any disputes arising out of this AGREEMENT shall be resolved by mutual agreement between THE PARTIES.

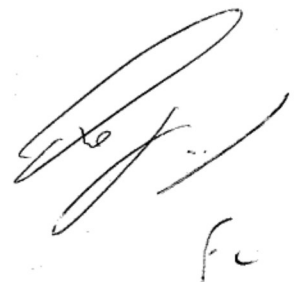
ARTICLE 14
PRIVILEGES AND IMMUNITIES

Nothing in this AGREEMENT shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

ARTICLE 15
FINAL PROVISIONS

This AGREEMENT can be modified or added by common consent of the CGU and the OECD, formalised by written amendment, in which the effective date of that amendment must be specified.

All activities carried out by the OECD will be subject to its own rules, procedures and policies.

A handwritten signature in black ink, appearing to be 'F. C.', is located in the bottom right corner of the page.

All activities carried out by the CGU will be subject to its own rules, procedures and policies.


The existence, nature of the AGREEMENT, name of THE PARTIES, subject matter, duration or amount of the funds provided by the CGU to the OECD under this AGREEMENT can be disclosed. Should CGU have to disclose this AGREEMENT in accordance with Brazil's freedom of information legislation, Brazil will take into account relevant OECD policy and guidelines on disclosure and will inform the OECD immediately. Other than that, the AGREEMENT itself can be made publicly available with the AGREEMENT of THE PARTIES.

This AGREEMENT shall terminate if either PARTY violates any of its material obligations and does not remedy such violations within thirty (30) working days after having been notified in writing by the other PARTY. This notice period does not apply in the event of non-payment (see Article 6). In the event of termination, any costs already incurred or irrevocably committed by THE OECD in good faith as of the date of the above-mentioned written notification (or the effective date of termination in the case of non-payment) shall be covered by the CGU financial resources and due to the OECD; all unspent and uncommitted amounts shall be refunded by the OECD to the CGU.

If it emerges, either from the reports referred to in Article 7 of this AGREEMENT or from some other verifiable source, that the funds are not being used or have not been used for THE WORKSTREAMS as stipulated under Article 2 of this AGREEMENT, THE PARTIES will first consult on actions to be implemented to remedy the OECD's alleged breach. If the OECD and the CGU are unable to agree on a possible solution within two months of the OECD's receipt of a written notice from the CGU of an alleged misuse of funds, the CGU may demand repayment of those amounts for which (1) the CGU has verifiable evidence of misuse and (2) the OECD is unable to furnish evidence of their use for the implementation of THE WORKSTREAMS. For the avoidance of doubt, the CGU will not have the right to conduct or request an audit of the OECD's accounts, nor to request any documents other than those provided for in Article 7 of this AGREEMENT. The OECD's financial reports provided in accordance with Article 7 of this AGREEMENT are deemed conclusive evidence of the use of the funds.

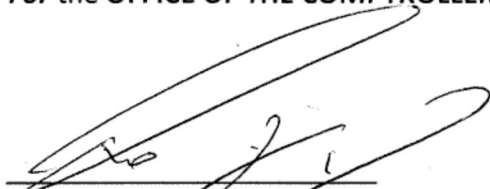
The CGU will nevertheless cover any expenses incurred or irrevocably committed in good faith by OECD for the project up to the effective date of termination, as well as any expenses incurred or committed thereafter by the OECD as a result of having to terminate its commitments.

Signed in two original copies in English and Portuguese. In case of discrepancy between the two texts, the English version shall prevail.

A handwritten signature in black ink, appearing to be 'Roj' followed by a stylized flourish and the letters 'fc' below it.

Signed by:

For the OFFICE OF THE COMPTROLLER GENERAL (*Controladoria-Geral da União, CGU*):



Wagner de Campos Rosário
Minister of the Office of the Comptroller General

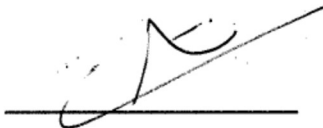
Date: **13 DEC. 2019**

For the Organisation for Economic Co-operation and Development:



Marcos Bonturi
Director
Public Governance Directorate

Date: **17 DEC. 2019**



Date: **18 DEC. 2019**

Francis Courtin
Acting Head of the Management Support and Policy Division.
Programme, Budget and Financial Management Service.
Executive Directorate

ANNEX 1

ESTIMATED CONSOLIDATED BUDGET

Category	Total Estimated Cost EUR
Staff costs	307,108
Chargeback (office space, IT etc)	42,613
Experts – fees	23,000
Mission costs (OECD and peers)	192,630
Miscellaneous (eg design, printing, photocopies, publications, translation, etc.)	40,117
Event/Conferences (conference, interpretation, reception)	9,600
OECD Grant Administration Charge (5.3%)	34,423
TOTAL COSTS	649,491

Note : any overspend on one budget line may be compensated by an underspend on another budget line while remaining within the overall budget

