

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
UNITED NATIONS OFFICE FOR PROJECT SERVICES –  
UNOPS AND THE MT PARCERIAS S.A. – MT PAR.**

I. **THE UNITED NATIONS OFFICE FOR PROJECT SERVICES**, henceforth denominated **UNOPS**, subsidiary organ of the United Nations, covered by the Convention on the Privileges and Immunities of the United Nations of 1946, to which Brazil acceded to on 15 December 1949 without any reservations and which was duly incorporated by the Decree no. 27.784, of 16 February 1950, operating in Brazil under the Base Agreement on Technical Assistance with the Federal Government of Brazil, through its Representation in Brazil, with headquarters located at SEN Qd. 802, Cj. C, Lt. 17, Brasilia-DF, registered at the CNPJ/MF under the no. 20.088.478/0001-22, in this act represented by delegation, the Coordinator of Regional Activities in Latin America and the Caribbean, SUELMA ROSA DOS SANTOS, holder of the Identification No. 32219194-7, issued by SSP/MA, and registered in the CPF under the no. 805.858.093-72; and,

II. The **MT PARCERIAS S.A.**, henceforth denominated **MT PAR**, a government-controlled company with headquarters at Av. Rubens de Mendonça no. 2.368, sl. 304, Cuiabá-MT, registered at the CNPJ/MF under the no. 17.816.442/0001-04, in this act represented by the President, MARIA STELLA LOPES OKAJIMA CONSELVAN, holder of the Identification No. 10215611, issued by SSP/MT, and registered in the CPF under the no. 782.472.761-00;

Resolved to enter to this Memorandum of Understanding aiming to promote the cooperation between the PARTIES in common areas, considering:

1. That both PARTIES seek to work together developing technical cooperation projects and exchanging knowledge and experiences;



2. That MT PAR seeks to improve its institutional and technical-organizational processes and to qualify its technical teams in order to manage projects in a modern and efficient way.

3. That UNOPS' mission is to help people build better lives and countries achieve sustainable development, amplifying the capacity of the United Nations and governments to manage projects, infrastructure and acquisitions in an efficient and sustainable way.

Under the present Memorandum of Understanding, both PARTIES agree in the following:

#### **FIRST ARTICLE – OBJECTIVE**

**1.1.** The present Memorandum of Understanding has the general objective to establish a framework for cooperation and facilitate it among the PARTIES on a non-exclusive basis in areas of common interest, such as project management, efficiency in the analysis of environmental impact, information technology, infrastructure, social assistance, organizational and strategic management, professional training and modelling public-private partnerships (PPP) projects and related concessions.

#### **SECOND ARTICLE – COOPERATION AREAS**

**2.1.** The partnership between the PARTIES will focus on the priority areas defined by the MT PAR among the governmental activities necessary for the social and economic development of the State of Mato Grosso. Topics covered in future projects will be, but not limited to, the following:

- a) Contracting of goods and services;
- b) Models of purchases and service contracts;
- c) Support in the elaboration of technical protocols, manuals and specific contracts;
- d) Strategic public organization;
- e) Modelling of potential public-private partnerships in the areas of: (i) public security; (ii) basic sanitation; (iii) health; (iv) education; (v) infrastructure; (vi) lighting; (vii) science and technology; and, (viii) technology and communication; and,
- f) Qualification of MT PAR teams, within their technical priorities, and within the Work Plan.

### **THIRD ARTICLE – IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING**

**3.1.** In order to implement the specific activities envisioned hereunder, the PARTIES shall conclude specific agreements in accordance with the applicable UNOPS and MT PAR regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the PARTIES. The specific agreements shall also include a provision incorporating by reference the Memorandum of Understanding, which is applicable to the specific agreements and the projects financed there from.

**3.2.** It is understood that all activities will be carried out on the basis of project agreements agreed between UNOPS and the concerned governments, and in accordance with the applicable UNOPS regulations, rules and procedures.

**3.3.** Neither PARTY shall be an agent, representative or joint partner of the other PARTY. Neither PARTY shall enter into any contract or commitment on behalf of the other PARTY and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this Memorandum of Understanding and under cost-sharing agreements concluded hereunder.

**3.4.** Each Party shall be responsible for its acts and omissions in connection with this Memorandum of Understanding and its implementation.

### **FOURTH ARTICLE – CONSULTATIONS AND EXCHANGE OF INFORMATION**

**4.1.** The PARTIES will keep each other informed and shall consult on issues of common interest, which, at their discretion, may lead to cooperation.

**4.2.** Consultation and exchange of information and documents under this Memorandum of Understanding shall be carried out without prejudice to arrangements, which may be necessary to safeguard the confidentiality and confidentiality of certain information and documents. Such arrangements shall remain in effect upon termination of this Memorandum of Understanding and any agreements signed by the PARTIES within the scope of this collaboration.



4.3. At appropriate intervals, the PARTIES shall convene meetings to review and assess the degree of progress of the activities conducted under this Memorandum of Understanding and to plan future activities.

4.4. 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.

#### **FIFTH ARTICLE – COORDINATION**

5.1. For the proper implementation of this Memorandum of Understanding, it shall be indicated as coordinators representatives of both PARTIES.

**Single Paragraph.** Every 180 (one hundred and eighty) days a simplified report will be presented on all the activities developed by the PARTIES, which will be subject to appreciation by their representatives.

#### **SIXTH ARTICLE – AMENDMENTS**

6.1. The present Memorandum of Understanding may be modified by mutual agreement of the PARTIES.

#### **SEVENTH ARTICLE – NATURE OF THE COOPERATION**

7.1. None of the PARTIES will carry out as a representative or partner of the other nor the present cooperation represents a union or an association. None of the PARTIES shall enter into a contract or assume commitments or representations on behalf of the other.



## **EIGHTH ARTICLE – NAME AND EMBLEM**

**8.1.** Notwithstanding previously agreed upon, none of the PARTIES will use the name or emblem of the other, unless express prior written approval of the other for each particular case.

## **NINETH ARTICLE – PRIVILEGES AND IMMUNITIES**

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

## **TENTH ARTICLE – TERMINATION**

**10.1.** The present Memorandum of Understanding may be terminated by the PARTIES, upon written notice, 30 days in advance, without prejudice to ongoing activities, which will continue until their completion.

## **ELEVENTH ARTICLE – DISPUTE SETTLEMENT**

**11.1.** Any controversy or issue that arises in relation to the executions of the interpretation of the present instrument will be resolved in a harmonious way by the PARTIES, based on of good faith and ensuring the maximum collaboration between the PARTIES.

## **TWELVETH ARTICLE – DURATION**

**12.1.** The present Memorandum of Understanding will come into effect on the date of the signature date of both PARTIES and will have the duration of three (3) years, which may be extended if there is a previous agreement between the PARTIES.

For the certification and conformity of the present Memorandum of Understanding, the representatives of the PARTIES, duly authorized, sign this document, in four (4) copies whereas two are in Portuguese and two in English with the same content.





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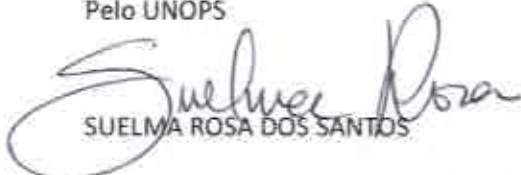


Cuiabá (MT), 30 de 01 de 2017

Pela MTPAR

  
MARIA STELLA LOPES OKAJIMA CONSELVAN

Pelo UNOPS

  
SUELMA ROSA DOS SANTOS

Testemunhas

1a: \_\_\_\_\_

NOME:

CPF:

2a: \_\_\_\_\_

NOME:

CPF: