

**PROTOCOLO DE INTENÇÕES QUE ENTRE  
SI CELEBRAM O MUNICÍPIO DE SÃO  
PAULO, POR MEIO DE SUA  
CONTROLADORIA GERAL, E A  
TRANSPARÊNCIA INTERNACIONAL**

**CONSIDERANDO** os graves efeitos que a corrupção acarreta para a sociedade brasileira;

**CONSIDERANDO** que a corrupção impossibilita a igualdade efetiva de participação da sociedade civil nas decisões públicas;

**CONSIDERANDO** que a Controladoria Geral do Município de São Paulo atua para prevenir e combater a corrupção na gestão municipal, garantir a defesa do patrimônio público, promover a transparência e a participação social e contribuir para a melhoria da qualidade dos serviços públicos;

**CONSIDERANDO** que a Transparência Internacional é uma organização da sociedade civil que tem entre seus objetivos engajar todos os atores que desejem somar-se à luta contra a corrupção;

**A Prefeitura do Município de São Paulo, por meio de sua Controladoria Geral** com sede no Viaduto do Chá, n. 15, 10º andar, em São Paulo, SP, doravante referida como CGM, neste ato representada pelo Prefeito Municipal e pelo Controlador Geral do Município, e a **TRANSPARÊNCIA INTERNACIONAL**, organização da sociedade civil com sede em Alt-Moabit, 96, Berlim, Alemanha, inscrita no registro de associações na corte local de Berlin Charlottenburg sob o código VR 13598 B, doravante referida simplesmente como **TI**, neste ato representada pelo Senhor Diretor da Transparência International, Cobus de Swardt, resolvem celebrar o presente **PROTOCOLO DE INTENÇÕES** atendendo às cláusulas seguintes:

**1 - INTERPRETAÇÃO:**

Neste Protocolo de Intenções:

- 1.1 Os títulos das cláusulas são inseridos apenas por uma questão de conveniência e não devem ser usados para efeito de interpretação;
- 1.2 “Protocolo de Intenções” significa o propósito dos signatários de desenvolver ações futuras, mediante celebração dos instrumentos específicos que se façam necessários.

**2- OBJETO:**

O objeto deste Protocolo de Intenções é construir uma relação de cooperação mútua entre os signatários e delimitar os parâmetros em que a CGM e a TI pretendem cooperar com o objetivo de prevenir e combater a corrupção e promover a transparência e o controle social reiterando o empenho em prover para a sociedade um ambiente livre de corrupção.



### **3 – PROCEDIMENTOS PARA COOPERAÇÃO:**

Os signatários decidem por estabelecer mecanismos que facilitem e estimulem a cooperação mútua nas respectivas esferas de atuação e se dispõem a adotar as medidas necessárias para viabilizar a formalização de Acordo de Cooperação, no prazo de 90 (noventa) dias, com i) a identificação do objeto a ser executado; ii) as metas a serem atingidas; iii) as etapas ou fases de execução; iv) outras ações que se revelem necessárias durante as discussões sobre o Termo de Cooperação.

### **4 – INEXISTÊNCIA DE REPASSE DE RECURSOS:**

Este Protocolo de Intenções não envolve transferência de recursos financeiros ou materiais entre os signatários, sendo que cada um arcará com eventuais despesas necessárias à realização de suas respectivas atribuições, conforme a identificação da necessidade de cada partícipe durante as atividades desenvolvidas.

### **5 – EFEITOS:**

Este Protocolo de Intenções tem como objetivo exteriorizar intenções e entendimentos entre os signatários sobre os trabalhos de cooperação a serem desenvolvidos, não havendo intenção de vincular juridicamente ou de criar obrigações legais entre as partes.

### **6 – VIGÊNCIA**

O presente Protocolo de Intenções tem como prazo de vigência o período compreendido entre a data de sua assinatura e o dia 9 de Março de 2015, podendo ser prorrogado por acordo dos signatários ou denunciado unilateralmente a qualquer momento.

E, por estarem os signatários acordados em suas intenções, firmam o presente instrumento em 03 (três) vias de igual teor.

São Paulo, 11 de dezembro de 2014.



**FERNANDO HADDAD**  
Prefeito da Cidade de São Paulo

  
**COBUS DE SWARDT**  
Diretor Executivo da *Transparency International*  
**MÁRIO VINÍCIUS C. SPINELLI**  
Controlador Geral do Município

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## MEMORANDUM OF UNDERSTANDING

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**TRANSPARENCY INTERNATIONAL e.V.**, a civil society organization located at Alt-Moabit, 96, Berlin, Germany, registered with the local court of Berlin Charlottenburg under the code VER 13598 B (henceforth "TI"), represented here by its Executive Officer **Mr JACOBUS SAAYMAN DE SWARDT**, a civil society organization of public interest located at Rua Aurélio Neves 355, Ribeirão Bonito, São Paulo, holder of the corporate taxpayer identification number 03.571.810/0001-96 (henceforth "**AMARRIBO**"), represented here by its Executive Officer **Mr LEO ROBERTO GALDINO TORRESAN**, and The **FEDERAL PROSECUTION SERVICE**, located at Setor de Administração Federal Sul, Quadra 4, Conjunto C – Brasília, Distrito Federal, holder of the corporate taxpayer identification number 26.989.715/0054-14 (henceforth "**MPF**"), represented here by the Prosecutor General of the Republic Federative of Brazil **Mr RODRIGO JANOT MONTEIRO DE BARROS**, **AMARRIBO BRASIL**, henceforth **THE PARTIES**, which hereby sign this **MEMORANDUM OF UNDERSTANDING**, whose terms are as follows:

## PREAMBLE

- I. The **MPF**, among other actions, has established for its strategic planning the fight against corruption as one of the five thematic actions to be pursued until 2020. Therefore, it is interested in helping fight corruption, and, in order to meet this goal, it has created the **5<sup>th</sup> Chamber for Coordination and Revision (Fight Against Corruption)**, whose mission is developing the cooperation with **TI** and **AMARRIBO**, as stated by this **MEMORANDUM OF UNDERSTANDING**;
- II. **TI** and **AMARRIBO** are civil society organizations whose aim is, among others, engaging all actors who wish to aid the fight against corruption. **TI** and **AMARRIBO** agree to collaborate and sign understandings with governmental agents who are inclined to commit with integrity through their policies and internal proceedings as well as with their external activities;
- III. Due to the nature of their mission, the relationship both **TI** and **AMARRIBO** are establishing with the **MPF** does not imply and shall not be interpreted as consent with the background and the future performance of the **MPF** as regards the control and the prevention of corruption. **TI** and **AMARRIBO** are henceforth entitled to criticizing the conduct of **MPF** and to withdraw from any collaboration when its behavior is in disagreement with the principles and objectives of this **MEMORANDUM OF UNDERSTANDING**.

## FIRST CLAUSE: ON THE OBJECT

The object of this **MEMORANDUM OF UNDERSTANDING** is the establishment of cooperation mechanisms among the parties, aiming at improving the quality of the information and the sharing of



technical knowledge regarding the areas of prevention to corruption, society participation, and public transparency.

## SECOND CLAUSE: ON THE GENERAL GOALS

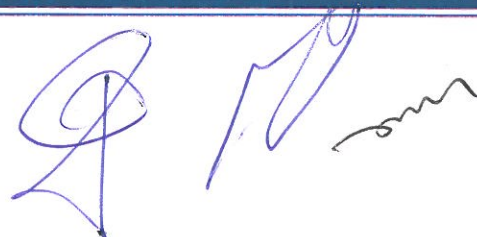
This MEMORANDUM OF UNDERSTANDING aims at:

- I. Fostering the exchange of knowledge in order to improve the technical capacity of the professionals working for the parties, as well as for civil society organizations and citizens in general, basically in the areas of prevention to corruption, society participation, and public transparency, taking in consideration the specific competences of each institution;
- II. Promoting congresses, seminars, and other events which discussions regard themes such as prevention to corruption, society participation, and public transparency;
- III. developing joint campaigns whose themes regard prevention to corruption, society participation, and public transparency, which shall be subjected to and aligned with those ongoing or planned by the parties;
- IV. developing joint activities in defense of the victims and denouncers of corruption;
- V. fostering the exchange of information and relevant experience concerning the development of institutional missions as held by the parties;
- VI. considering any other activities which the parties may propose and approve, provided that these do not interfere with their office, and are in accordance with the legal provisions in effect.

## THIRD CLAUSE: ON THE COMMITMENTS OF THE PARTIES

The parties commit, on an equal basis, to joining forces so as to develop and perform the actions which concern the goals of this MEMORANDUM OF UNDERSTANDING, under the following terms:

- I. performing joint training sessions which aim at improving the prevention to corruption, the society participation, and the public transparency;
- II. fostering the exchange of information and relevant experience regarding the development of institutional missions of the parties;
- III. creating channels of mutual assistance for the development of institutional actions which involve common interests of the parties;
- IV. fostering the integration among the circuit units of TI, and AMARRIBO and MPF;
- V. fostering dialogue and cooperation among the parties;
- VI. adopting the necessary measures for the compliance this MEMORANDUM OF UNDERSTANDING.





## FOURTH CLAUSE: ON THE EXCHANGE OF INFORMATION AND THE COLLABORATION

The exchange of information, documentation and/or the collaboration which stems from this MEMORANDUM OF UNDERSTANDING may be offered by the parties, provided that these do not interfere with their roles, and are in accordance with the legal provisions in effect.

## FIFTH CLAUSE: ON HUMAN RESOURCES

The human resources allocated for the development of the activities stemming from this MEMORANDUM OF UNDERSTANDING shall not change their employment relationship with their original institutions, and these institutions shall be responsible for all employment, social, fiscal, and insurance charges related to the workers.

## SIXTH CLAUSE: ON THE HANDLING

The parties commit to formally determining the coordination responsible for handling the execution of this instrument in 30 days from the signature of this MEMORANDUM OF UNDERSTANDING. Furthermore, the parties shall allocate the necessary human resources in order to work on the execution of this MEMORANDUM OF UNDERSTANDING.

## SEVENTH CLAUSE: ON THE INEXISTENCE OF SPECIFIC BUDGET


The activities provided by this MEMORANDUM OF UNDERSTANDING shall not bring any further financial burden to the parties, once these are a part of their ordinary tasks, which is why there is no need for specific budget for these activities to be performed.

## EIGHTH CLAUSE: ON ALTERATION, EFFECTIVENESS, AND TERMINATION

This MEMORANDUM OF UNDERSTANDING shall be in force for 60 months to be counted from the date of its signature, and it shall be amended should the parties wish so, and it may be terminated at any time by mutual consent due to non performance on behalf of any of the parties or by their sole initiative, through written statement which shall be sent to the other parties minimally in 60 days' advance, so that each party is only responsible for the tasks at hand during the period prior to the notification.

## NINTH CLAUSE: ON PUBLICATION

The parties agree to consult with one another regarding the publication of this partnership.



## TENTH CLAUSE: ON THE FINALS PROVISIONS

The operational details necessary for the compliance with the obligations hereby overtaken shall be established by mutual consent by the executing entities through the means of meetings registered in their internal records, in minutes shared or in an action plan, and any questions or controversies stemming from the performance of this MEMORANDUM OF UNDERSTANDING shall be redeemed by mutual understanding among the parties.

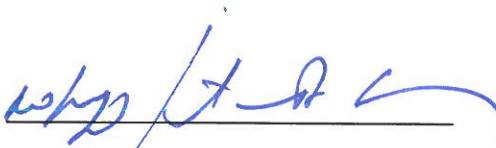
Therefore, the parties sign this document, as duly represented by the aforementioned persons, in two counterparts of each version, one in English and one in Portuguese, each equivalent to the other in shape and content, in presence of the undersigned witness.

BRASÍLIA-DF, DECEMBER 9<sup>TH</sup>, 2014.

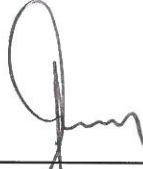
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**JACOBUS SAAYMAN DE SWARDT**  
Executive Director  
*Transparency International*

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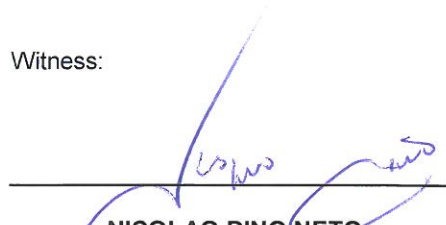
**RODRIGO JANOT MONTEIRO DE BARROS**  
Prosecutor General of the Republic  
Federative of Brazil  
*Federal Prosecution Service*

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**LEO ROBERTO GALDINO TORRESAN**  
Executive Officer  
*AMARRIBO Brasil*

Witness:

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**NICOLAO DINO NETO**  
Associate Federal Prosecutor General  
Head of the Anticorruption Chamber  
*Federal Prosecution Service*