



**MEMORANDUM OF UNDERSTANDING N. 003/2023  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
THE NATIONAL COUNCIL OF JUSTICE**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the NATIONAL COUNCIL OF JUSTICE (the “Government”). UNDP and the Government are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

**WHEREAS** UNDP works with partners in numerous countries to promote, among other themes, sustainable development, good governance, access to Justice and the Rule of Law;

**WHEREAS** in the recent years, delegates from UN member states have met to define the different elements that compose the 2030 Agenda, approved in September 2015 at the UN General Assembly, establishing 17 Sustainable Development Goals (SDGs) and 169 corresponding targets;

**WHEREAS** Sustainable Development Goals (SDGs) offer a new paradigm for transforming the development agenda, combating poverty and inequality, as well as promoting integrated policies, planning and governance, towards reaching a sustainable and equitable development;

**WHEREAS** UNDP has been working in Brazil for more than 40 years, through the elaboration, implementation, monitoring and evaluation of programmes and projects, and aims at responding to the specific development challenges and demands of the country, promoting an integrated sustainable development approach;

**WHEREAS** UNDP activities in Brazil were established through the Basic Agreement on Technical Assistance between the Government of the Federative Republic of Brazil and the United Nations and its Specialized Agencies, signed on December 29<sup>th</sup>, 1964, and approved by the Legislative Decree 11, of April 24<sup>th</sup>, 1966, and promulgated by the Decree 59,308, of September 23<sup>rd</sup>, 1966;

**CONSIDERING** the Convention on Privileges and Immunities of the United Nations, adopted by the UN General Assembly on February 13<sup>th</sup>, 1946, approved by the Legislative

Decree no. 4, of February 13<sup>th</sup>, 1948, ratified by the Government of the Federative Republic of Brazil on December 15<sup>th</sup>, 1949;

**WHEREAS** UNDP, represented by its Brazil Country Office, is interested in expanding its activities in the country, especially those related to achieving Sustainable Development Goal number 16;

**WHEREAS** the National Council of Justice is a public institution that works towards improving Judiciary activities in the Brazil, mainly concerning control and transparency of administrative and procedural acts;

**WHEREAS** the National Council of Justice has as its mission the promotion of Judiciary development in benefit of the society, through judiciary policies that ensure access to and effectiveness of Justice to the entire Brazilian population;

**WHEREAS** the National Council of Justice has consolidated solid work and commitment to achieving the Sustainable Development Goals and guaranteeing Human Rights, through different efforts and initiatives;

**WHEREAS** CNJ and UNDP have been working in areas of mutual interest, such as the promotion of innovation and digital transformation on the Judiciary, the strengthening of the prison and juvenile justice system in line with national and international Human Rights guidelines, and consolidating the work of the Judicial Branch in line with the 2030 Agenda;

**WHEREAS** the Parties wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

**THUS, THEREFORE**, the Parties wish to express their intention to cooperate as follows:

## **Article I Purpose and Scope**

The overall purpose of this MOU is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the Parties in joint projects and initiatives to strength the 2030 Agenda, especially concerning the promotion of access to and effectiveness of Justice, including through the promotion of innovation and the application of technologies, as well as through the attention given to vulnerable populations in contact with the Judiciary.

## **Article II Areas of Cooperation**

The Parties have identified the following activities in which cooperation may be pursued, with each Party operating according to its respective mandates, regulations, rules, policies, and procedures:

- i) Collaboration to strengthen and expand initiatives of mutual interest, in line with SDGs and the 2030 Agenda, with special focus on SDG 16 and vulnerable populations.
- ii) Collaboration towards strengthening the work of the Judiciary on the prison and socio-educational systems, with special attention to the observation of human rights principles and guidelines and the development of subsidies to overcome the unconstitutional situation of the Brazilian prison system, as established by the Claim of Non-Compliance with a Fundamental Precept (ADPF) 347.
- iii) Collaboration towards strengthening innovation and digital transformation within the Brazilian Justice, including the application of disruptive technologies with a focus on improving access to and effectiveness of Justice in Brazil.

## **Article III Consultations and Exchange of Information**

3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU will 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 will, 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 will be subject to the procedures applicable to such meetings or conferences.

**Article IV  
Visibility**

The Parties recognize the importance of providing visibility to their cooperation under this MOU and therefore agree to acknowledge the role and contribution of each Party in all public information documentation relating to activities covered by this MOU. The Parties agree to use each Party's name and emblem in accordance with the regulations and policies of each Party and subject to prior written approval of each Party.

**Article V  
Term, Termination, Renewal, Amendment**

5.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of two years from the Effective Date, as defined in Article X ("Effectiveness"), unless terminated earlier by either Party upon two (2) months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of two years under the same terms and conditions.

5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

5.3 This MOU may be amended only by mutual written agreement of the Parties, signed by their duly appointed representatives.

**Article VI  
Notices**

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 hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP:  
Claudio Providas  
UNDP Brazil Resident Representative  
Casa da ONU - Setor de Embaixadas Norte – Qd. 802, Conj. C, Lote 17  
70800-400, Brasília – DF

For the Government:  
Minister Luís Roberto Barroso  
President of the National Council of Justice (CNJ)  
SAF SUL Quadra 2 Lotes 5/6  
70070-600, Brasília - DF

## **Article VII**

### **Legal Provisions Relating to Implementation**

7.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and does not constitute a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractors and subcontractors in connection with this MOU and its implementation.

7.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

7.3 The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

7.4 CNJ represents that it has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

7.5 In the event of inconsistency between any provision of this Article VII and a provision of another section of the MOU, this Article VII shall prevail.

**Article VIII  
Settlement of Disputes**

Any dispute between UNDP and the Government relating to this MOU will be settled amicably by the Parties through direct negotiation.

**Article IX  
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 X  
Effectiveness**

This Memorandum must be signed in two original copies, in English and Portuguese, and will become effective on the date it is duly signed by the Parties (“Effective Date”). If there is any discrepancy or interpretative doubt between the Portuguese and English versions, the English version will prevail.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

**FOR UNDP:**

**FOR CNJ:**

\_\_\_\_\_  
**Claudio Providas**  
UNDP Resident Representative

\_\_\_\_\_  
**Luís Roberto Barroso**  
CNJ President

Place:  
Date:

Place:  
Date:

**Witness:**

\_\_\_\_\_  
**Achim Steiner**  
United Nations Under-Secretary General and  
UNDP Administrator