



National Chapter Accreditation Agreement Following Initial Accreditation

BETWEEN Transparency International Brasil, duly incorporated as a not-for-profit non-governmental organisation under the laws of Brazil (hereinafter called the National Chapter or NC),

AND

Transparency International, duly incorporated as a not-for-profit non-governmental organization under the laws of Germany (hereinafter called "TI" or the "Movement"), as represented by its Board of Directors and functioning through its Secretariat (the latter hereinafter called "TI-S").

WHEREAS TI is an international non-governmental organization, with National Chapters affiliated to it in many parts of the world;

WHEREAS the NC was formed under the terms of the "National Chapter Provisional Accreditation Agreement" between the NC and TI, dated 12/12/2017 and has applied for full accreditation pursuant to the terms of TI's "National Chapter Accreditation and Individual Member Appointment Policy", approved in May 2003, and as last amended in October 2014 by the TI Membership Meeting, as it may be amended from time to time (hereinafter called the "Accreditation Policy");

WHEREAS the Board of Directors of TI has approved the NC's request for full accreditation, subject to the completion of this Agreement;

AND WHEREAS both parties (a) share the common goal of ensuring that the Movement is strengthened and fully accountable as between its component parts, and (b) have agreed that the Movement would be best served by each accredited National Chapter entering into a common agreement with TI;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The NC has reviewed and fully accepts:
 - (i) the TI Charter issued in June 1993, as subsequently amended by TI Membership Meetings,
 - (ii) the "Statement of Vision, Values and Guiding Principles of TI", approved by the October 2001 TI Membership Meeting, and as last amended in October 2011 (hereinafter called the "Umbrella Statement"), and

- (iii) the “National Chapter Accreditation and Individual Member Appointment Policy”, approved by the May 2003 TI Membership Meeting, and as last amended in October 2014 (hereinafter called the “Accreditation Policy”).
2. The National Chapter in Brazil is hereby accredited by TI and becomes a full member of the Movement.
 3. The NC is entitled to enjoy all the rights and privileges of a Member under the Charter of TI.
 4. The NC will comply with the core values and policies of TI as set out in the TI Charter and in statements (including in particular the Umbrella Statement) that may be adopted from time to time by the Membership Meeting or the Board of Directors of TI. National programmes of action are determined by the NC, and should not be inconsistent with such TI core values or policies.
 5. The NC will diligently work to promote the aims and objectives of TI as set out in the Umbrella Statement and will keep the Movement informed through TI-S of progress achieved in that regard and of other relevant developments in the NC and in its country. The NC will nominate suitably qualified persons to represent the NC at Membership Meetings of TI. The NC will make available to the Movement curricula vitae of the principal individuals active in leadership positions of the NC.
 6. TI-S will keep the NC informed of relevant developments within the Movement and of international and national initiatives and priorities. It will, to the extent that resources permit, provide support, advice and guidance to the NC on matters where this is sought by the NC, and keep the NC aware of developments at other chapters.
 7. The NC has adopted a Code of Conduct that is consistent with the Umbrella Statement and a Conflict of Interest Policy.
 8. All office-holders of the NC will comply at all times with its Code of Conduct and its Conflict of Interest Policy.
 9. The NC will not take, and will ensure that its board members, other office holders or employees do not take, any action to the detriment of TI, or which brings TI into disrepute or which damages TI’s reputation, or which might be likely to bring TI into disrepute or damage its reputation.
 10. The NC is licensed by TI to use the TI name and logo if it so desires, suitably adapted to national circumstances, for so long as its accreditation continues in force. The NC will take all necessary steps to protect the name and logo of TI, whether or not registered

with the authorities of its country, with the sole and exclusive owner of all the rights in the name and logo being TI. For its part, TI will not permit any other organization to use the TI name and logo in the country of the NC other than with the consent of the NC, for so long as the NC remains accredited by TI.

11. The NC will remit to TI the Membership Fee as defined in the TI Charter, if and when the Membership Meeting decides to levy such a fee.
12. The NC will, not later than six months after the end of its financial year, forward to TI-S its audited or otherwise independently verified financial statements of account, together with a report of its activities of the past year. TI-S may request any additional information it may need to fulfil TI's requirement for full disclosure, including information regarding sources of income.
13. In addition, in order to help TI comply with its accountability obligations for the Movement as a whole regarding TI's aggregate income and expenditures, the NC will send to TI-S, not later than six months after the end of each of its financial years, a summary financial statement in the form prescribed by TI.
14. The NC shall submit to TI before the end of each financial year its budget and work plan for the following financial year.
15. The NC will be open to, and cooperate with, any inquiry or review of the NC's internal policies, procedures, operations, finances or other aspects, as may be required to be undertaken by TI in order to protect the integrity of the movement and its reputation.
16. The NC will seek to adhere to the corporate design of TI, as set out in the corresponding guidance provided by TI-S.
17. In its promotional material, letterhead and publications, the NC will indicate that it is a National Chapter accredited by TI, and TI-S shall draw attention to the existence of the NC in relevant ways and will generally assist in promoting awareness of and support for the NC.
18. The parties intend this Agreement, which supersedes all prior agreements between them, to be construed in accordance with the laws of Germany. It will continue in force for an unlimited period unless mutually agreed otherwise, or unless the NC is either suspended or dis-accredited by the TI Board of Directors in accordance with TI's National Chapter Accreditation and Individual Member Appointment Policy.
In case of a dispute concerning the interpretation of this Agreement, the parties, after having exhausted all relevant internal mechanisms and prior to submitting it to the judiciary authorities, will make every bona fide effort to resolve it through an informal arbitration procedure. Each of the parties will appoint one arbitrator, and the two appointees will jointly appoint a third arbitrator from among the Chairpersons or Board

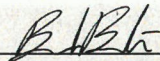
DD / [Signature]

members of other National Chapters. This group of three arbitrators will determine the rules of the arbitration procedure to be followed. Both parties commit to accepting the ruling of the arbitrators, unless they can demonstrate legitimate legal problems in such acceptance.

In the event of dis-accreditation or resignation from TI, the National Chapter shall forthwith cease to use the name and logo of TI or claim affiliation with TI, and shall take any action necessary to make sure that it does not continue to be perceived as associated with TI.

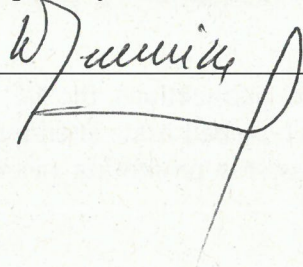
Unless the National Chapter can demonstrate that the name of the Chapter does not suggest an association with TI, the organisation shall formally change its name to one which does not include the word "Transparency" or a similar word or a translation thereof (unless its existing name does not include any such word or translation). Should the National Chapter fail to do so within a period of three months, the National Chapter hereby authorizes the Board of Directors of TI to take these steps on its behalf. Termination of this Agreement shall be without prejudice to the rights of either party against the other which may have accrued up to the effective date of termination.

SIGNED by Bruno Brandão for and on behalf of the National Chapter:



DATE: 30/07/2020

SIGNED by Transparency International



DATE: 07/12/2020