



**TRANSPARENCY  
INTERNATIONAL**  
the global coalition against corruption

Board-approved agreement template, 2 June 2005

## **NATIONAL CHAPTER PROVISIONAL ACCREDITATION AGREEMENT**

BETWEEN<sup>1</sup>

Associação Transparência e Integridade (Brazil) (hereinafter called "the National Chapter in Formation or NCiF"), as represented by its Board of Directors (hereinafter called the "NCiF Board")

AND

Transparency International, duly incorporated, not-for-profit non-governmental organization under the laws of Germany (hereinafter called "TI" or the "Movement"), as represented by its Board of Directors functioning through its Secretariat (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 NCiF wishes to obtain provisional accreditation as NCiF in its own country;

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

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

- I. The NCiF 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 (hereinafter called the "Umbrella Statement"), and
  - (iii) The "National Chapter Accreditation and Individual Member Appointment Policy", approved by the May 2003 TI Membership Meeting (hereinafter called the "Accreditation Policy").

<sup>1</sup> Enter the name of the NCiF or the name of the existing organization aspiring to become a NCiF, as the case may be, and the name of the country.

2. TI hereby grants to the National Chapter in Formation in Brazil provisional accreditation, under the terms of TI's Accreditation Policy.
3. The NCiF 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 NCiF, and should not be inconsistent with such TI core values or policies.
4. The NCiF, in its effort to establish a NC, will diligently work to promote the aims and objectives of TI as described in the TI Charter and the Umbrella Statement. TI-S will provide such assistance and guidance as it is reasonably able to do. The NCiF will keep the Movement informed through TI-S of progress achieved in that regard and of other relevant developments in the NCiF and in their country.
5. TI-S will keep the NCiF informed of relevant developments within the TI movement. It will, to the extent that resources permit, provide support, advice and guidance to the NCiF on matters where this is sought by the NCiF, and keep the NCiF aware of developments at other chapters.
6. The NCiF will adopt a Code of Conduct that is consistent with the Umbrella Statement, and a Conflict of Interest Policy.
7. All office holders of the NCiF will comply at all times with its code of conduct and its conflict of interest policy.
8. The NCiF 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.
9. The NCiF will forthwith take all necessary steps to protect the name and logo of TI. If possible under local laws, and if not already done by the promoters of the NCiF, the NCiF will register the TI name and logo, at its own expense, with the sole and exclusive owner of all the rights to the name and logo being TI. The NCiF will advise TI, with appropriate evidence, when the registration of the TI name and logo has been formally completed, or, in case formal registration is not possible, when the NCiF considers all necessary steps to protect the name and logo of TI to have been duly taken. Only thereafter will TI license the NCiF to use the name and logo. If it so desires, the NCiF may use the TI name suitably adapted to national circumstances. During this period, TI for its part will not permit any other person or organization to use the TI name and logo in the country of the NCiF, other than with the NCiF's consent. Until the NCiF has been licensed to use the TI name and logo, it may do so only in connection with the process of registration of the NCiF.



10. After provisional accreditation, the NCiF shall remit to TI-S the Affiliation Fee, if and when the Board of Directors decides to define and levy such a fee on NCs in Formation.
11. The NCiF 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 fulfill TI's requirement for full disclosure, including information regarding sources of income.
12. The NCiF shall submit to TI before the end of each calendar year its budget and work plan for the following year.
13. The NC in Formation will be open to and cooperate with any inquiry or review of the NCiF'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.
14. One office-holder of the NC in Formation shall, for the period during which he/she holds that office, be entitled to attend the TI Membership Meetings, but shall have no voting rights.
15. The NCiF will provide TI with curricula vitae for the principal individuals active in leadership positions of the NCiF.
16. The NCiF will in its promotional material, letterhead and publications, indicate that it is a National Chapter provisionally accredited to TI, and TI-S shall draw attention to the existence of the NCiF in relevant ways and will generally assist in promoting awareness of and support for it.
17. When sufficient time (normally between 12 and 18 months), has elapsed for the NCiF to demonstrate its determination, diligence and competence to combat corruption in its country and as a member of the movement, the NCiF may apply to TI-S for full accreditation, as specified in the Accreditation Policy.
18. This Agreement will automatically expire after full accreditation has been granted. This Agreement will also expire if the application for accreditation has been rejected, unless the provisional accreditation is formally extended by the TI Board of Directors.
19. This Agreement will expire if the NCiF has not been fully accredited within two years from its date, unless the parties agree otherwise. The NCiF may terminate this agreement at any time. The TI Board of Directors may terminate this Agreement at any time if in the opinion of TI the NCiF has failed to act diligently to establish a National Chapter ready for full accreditation or has acted in a manner which is in any way detrimental to the Movement. In the event of this Agreement having lapsed or having been terminated or the provisional accreditation having been withdrawn, the NCiF shall forthwith cease to use the name and

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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 it fail to do so within a period of three months, the NCiP agrees and hereby formally authorizes the Board of Directors of TI to take this step 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 Associação Transparência e Integridade

By

DATE: December 21, 2017

SIGNED by Transparency International

By

DATE: 28.02.2018

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