Dear His Excellency

Guido Mantega
Minister of Finance
Ministry of Finance
Esplanada dos Ministérios, Bloco “P”.- 8º Andar
70048-900 Brasilia, D.F.
Brazil

Re: BRAZIL: IDF Grant for Strengthening the Institutional Capacity of the Procuradoria Especial da Mulher Project
IDF Grant No. TF011956

Excellency:

In response to the request for financial assistance made on behalf of the Federative Republic of Brazil (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“World Bank”) proposes to extend to the Recipient a grant from the World Bank’s Institutional Development Fund (“IDF”) in an amount not to exceed three hundred five thousand five hundred United States Dollars (U.S.$305,500) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

On March 7, 2012, the Bank and the Chamber of Deputies entered into an agreement (Protocolo de Intenções) regarding the Bank’s intention to provide the Grant and the intention of the Chamber of Deputies to implement the Project in accordance with the terms and conditions of this Agreement to be entered into between the Bank and the Recipient.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement through the letter from Comissão de Financiamento Externos COFIEX Nº 1307 dated March 2, 2012 and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to...
the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date specified by the World Bank in accordance with Article V of the Annex to this Agreement.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: [Signature]
Deborah L. Wetzel
Director
Brazil
Latin America and the Caribbean Region

AGREED:
FEDERATIVE REPUBLIC OF BRAZIL

By: [Signature]
Authorized Representative
Name: [Name]
Title: [Title]
Date: [Date]

WITNESSED:
CHAMBER OF DEPUTIES

By: [Signature]
Authorized Representative
Name: [Name]
Title: [Title]
Date: [Date]

WITNESSED:
PROCURADORIA ESPECIAL DA MULHER

By: [Signature]
Authorized Representative
Name: [Name]
Title: [Title]
Date: [Date]

Enclosures:


(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006.
Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank Out of Various Funds dated February 15, 2012 ("Standard Conditions") constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, and the following terms have the following meaning:

(a) "Chamber of Deputies" means one of the branches of the Recipient’s legislative power which, in conjunction with the Senate, constitutes the National Congress.

(b) "Lei Maria da Penha" means the Recipient’s Federal Law No. 11340 on domestic violence dated August 7, 2006, providing for, *inter alia*, measures to protect women in situations of violence or under risk of death.

(c) "Procuradoria Especial da Mulher" or "Procuradoria" means the unit within the Chamber of Deputies established under Article 1 of Resolution of the Chamber of Deputies No. 10 of 2009, published in *Diário da Câmara dos Deputados* of May 22, 2009 and amending the Rules of Procedure of the Chamber of Deputies.


(e) "Secretaria de Controle Interno" means the Chamber of Deputies’ Secretariat of Internal Control established under Article 1 of Resolution of the Chamber of Deputies No. 69 of 1994 and responsible for exercising the monitoring and evaluation of the management of resources administered by the Chamber of Deputies.

(f) "State Assembly" means any one of the branches of the legislative power in any state within the Recipient’s territory.

(g) "Subsidiary Agreement" means the agreement referred to in Section 2.03 (a) of this Agreement, satisfactory to the World Bank, and entered into between the Recipient and the Chamber of Deputies.

(h) "TCU" means *Tribunal de Contas da União*, the Recipient’s supreme court of accounts created pursuant to Decree No.966-A, dated November 7, 1890, institutionalized by Article 89 of the 1891 Constitution, and finally established on January 17, 1893, amendments thereafter.
Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to strengthen the institutional capacity of the Procuradoria to promote and monitor laws and regulations, in the Recipient’s territory, addressing gender issues. The Project consists of the following parts:

Component 1: Developing a Strategic Action Plan for the Procuradoria Especial da Mulher

Provision of technical assistance to support the Procuradoria in the strengthening of its basic core capacity to fulfill and sustain its mandate effectively through: (a) the identification and development of administrative guidelines to be reflected in a strategic action plan; (b) the preparation of an institutional diagnostic assessment of the Procuradoria, including the analysis of the current institutional, organizational and administrative structure of the Procuradoria and the identification of, and the proposed solution to, potential obstacles to the fulfillment of the Procuradoria’s mandate; and (c) the organization of workshops to facilitate the strategic planning and setting of priorities of the Procuradoria, and identify key areas for institutional strengthening.

Component 2: Developing a Database to Monitor Legislation on Gender Issues

Provision of technical assistance to develop a database containing information on gender-related legislation, to be made publicly available and accessible on the internet, through: (a) the preparation of an initial assessment on the content needs for the gender-related legislation website; (b) the preparation of a users and maintenance manual based on the results of the initial assessment and the design of the website and database; and (c) the carrying out of one initial workshop, followed by on-the-job training, on the use, maintenance, and update of the database.

Component 3: Expanding the Technical Capacity of the Procuradoria on Gender Issues

Provision of technical assistance to expand the technical capacity of the Procuradoria on gender-related issues, through the carrying out of training activities on gender legislation mainstreaming, including: (a) carrying out an initial training needs assessment on gender-related issues of policymakers and their staff; (b) developing an e-training course; (c) carrying out a pilot training to obtain feedback on the content of the course and areas of improvement before it is rolled out to selected State Assemblies; (d) carrying out training sessions with policymakers and their staff in selected State Assemblies; and (e) designing an educational pamphlet on the Lei Maria da Penha to be disseminated in selected states within the Recipient’s territory.

2.02. Project Execution Generally. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall cause the Chamber of Deputies, through the Procuradoria Especial da Mulher, under the oversight of the Secretaria de Controle Interno, to carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”); (c) this Article II; and (d) the Subsidiary Agreement.

2.03. Institutional and Other Arrangements. (a) For the purposes of carrying out the Project, the Recipient shall enter into an agreement (“Subsidiary Agreement”) with the Chamber of Deputies, under terms and conditions satisfactory to the World Bank, which shall include inter alia:
(i) the obligation of the Recipient to promptly provide the funds, facilities, services and other resources required by the Chamber of Deputies to implement the Project; and (ii) the obligation of the Chamber of Deputies to:

(A) carry out the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, environmental, managerial standards and practices satisfactory to the World Bank;

(B) carry out of the Project in accordance with the Anti-Corruption Guidelines;

(C) use the Grant funds in accordance with the terms and conditions of this Agreement, and in conformity with administrative, technical, financial, procurement, auditing, participatory and legal standards and practices;

(D) procure goods and consultants' services in accordance with the provisions of Section 2.06 of this Agreement;

(E) maintain adequate records and accounts, and make available such documentation to the Recipient, and any other information that the Recipient may request in order to comply with its obligations under Section 2.05 of this Agreement;

(F) appoint and maintain, throughout Project implementation and under terms of reference acceptable to the World Bank, a project manager responsible for matters related to the implementation of the Project, such as periodic reporting to the World Bank, procurement and other fiduciary aspects;

(G) ensure that TCU carry out the audits in accordance with Section 2.05 of this Agreement;

(H) take all actions necessary to enable the Recipient to comply with its obligations under this Agreement;

(I) enable the World Bank under the Subsidiary Agreement to inspect the activities carried out, their operation and any relevant records and documents; and

(J) furnish all such information as the Recipient or the World Bank shall reasonably request.

(b) The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. The Recipient shall not, except as the World Bank shall otherwise agree, assign, amend, abrogate, suspend, waive, terminate or fail to enforce the Subsidiary Agreement or any provision thereof. In case of any conflict between the terms of the Subsidiary Agreement and those of this Agreement, the terms of this Agreement shall prevail.

2.04. Project Monitoring, Reporting and Evaluation. (a) The Recipient shall cause the Chamber of Deputies, to monitor and evaluate the progress of the Project and, upon the World
Bank’s request, prepare Project Reports, in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover such period as shall be indicated in the World Bank’s request and shall be furnished to the World Bank not later than one month after the date of such request.

(b) The Recipient shall cause the Chamber of Deputies to prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than five months after the Closing Date.

2.05. Financial Management. (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than one month after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have the Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. The Recipient shall cause the Chamber of Deputies to ensure the carrying out of two audits of the Financial Statements for the purpose of this Grant, and the Chamber of Deputies shall request the TCU to carry out said audits. Each such audit shall, respectively, cover: (i) the period of two fiscal years of the Recipient, commencing with the fiscal year in which the first withdrawal from the Grant Account was made; and (ii) the remaining period ending with the fiscal year in which the last withdrawal from the Grant Account was made. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

2.06. Procurement.

(a) General. All goods and consultants’ services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(i) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”), in the case of goods and non-consulting services;

(ii) Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

(iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

(b) Definitions. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of
particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods and Non-consulting Services. Goods and non-consulting services shall be procured under contracts awarded on the basis of Shopping.

(d) Particular Methods of Procurement of Consultants’ Services.

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants’ Qualifications; (E) Single-source Selection of consulting firms; and (F) Selection of Individual Consultants.

(e) Review by the World Bank of Procurement Decisions. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Article III
Withdrawal of Grant Proceeds

3.01. Eligible Expenditures. (a) The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (i) Article III of the Standard Conditions; (ii) this Section; and (iii) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated expressed in USD</th>
<th>Percentage of Expenditures to be Financed inclusive of Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods</td>
<td>2,200</td>
<td>100 %</td>
</tr>
<tr>
<td>(2) Consultants’ Services</td>
<td>248,000</td>
<td>100 %</td>
</tr>
<tr>
<td>(3) Training and Workshops</td>
<td>55,300</td>
<td>100 %</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>305,500</td>
<td></td>
</tr>
</tbody>
</table>
(b) For the purposes of this Section 1, the term: “Training and Workshops” means reasonable expenditures (other than those for consultants’ services) incurred by the Recipient in connection with the carrying out of training activities and workshops under the Project, including reasonable transportation costs, lodging and per diem of trainers and trainee, catering, rental of training facilities and rental of equipment.

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is three years after the date of countersignature of this Agreement by the Recipient.

**Article IV**  
**Additional Remedies**

4.01. **Additional Events of Suspension.** The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:

   (a) Articles 20-A, 20-B and 20-C of the Rules of Procedure of the Chamber of Deputies concerning the establishment, mandate and functioning of the Procuradoria have been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely, in the opinion of the Bank, the execution of the Project; or

   (b) the Recipient and/or the Chamber of Deputies shall have failed to perform any of its/their respective obligations under the Subsidiary Agreement.

**Article V**  
**Effectiveness; Termination**

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied:

   (a) the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action;

   (b) the Subsidiary Agreement has been executed on behalf of the Recipient and the Chambers of Deputies, satisfactory to the World Bank.

5.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank,
after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

5.04. **Termination for Lack of Implementation or Disbursement.** This Agreement and all obligations of the parties under it shall terminate if it has not started implementation or has not disbursed any funds by November 14, 2012, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**
Recipient’s Representative; Addresses

6.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Minister of Finance.

6.02. **Recipient’s Address.** The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ministério da Fazenda  
Procuradoria Geral da Fazenda Nacional - PGFN  
Esplanada dos Ministérios, Bloco “P” - 8º Andar  
70048-900 Brasília, D.F. - Brazil

Facsimile: (55 61) 3412-1740

With a copy to:

SEAIN - **Secretaria de Assuntos Internacionais do Ministério do Planejamento, Orçamento e Gestão**  
Esplanada dos Ministérios - Bloco K - 5º andar  
70040-906 Brasília, DF - Brazil

Facsimile: (55-61) 2020-5006

Chamber of Deputies  
Palácio do Congresso Nacional  
Praça dos Três Poderes  
Brasília - DF - CEP 70160-900

Facsimile:  
+55-(61)3215-8812

6.03. **World Bank’s Address.** The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

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<table>
<thead>
<tr>
<th>Cable:</th>
<th>Telex:</th>
<th>Facsimile:</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTBAFRAD</td>
<td>248423 (MCI) or</td>
<td>1-202-477-6391</td>
</tr>
<tr>
<td>Washington, D.C.</td>
<td>64145 (MCI)</td>
<td></td>
</tr>
</tbody>
</table>