

**AGREEMENT FOR  
COOPERATION AND SHARING OF INFORMATION**

The Inter-American Development Bank (the Bank), through the Office of Institutional Integrity (the OII), and the *Conselho Administrativo de Defesa Econômica* - CADE (each a Party, or jointly the Parties), have expressed their desire to cooperate with each other to facilitate the effective discharge of their respective mandates and common goals, and hereby agree, as follows:

- 1. Scope of cooperation.** The Parties agree to cooperate and consult with each other on matters of common interest and, in particular:
  - a. provide each other (spontaneously or upon request) information relevant to the detection, substantiation and prevention of fraud and corruption in connection with conduct that may constitute a Prohibited Practice under the policies of the Inter-American Development Bank Group<sup>1</sup> or a crime under applicable national legislation;
  - b. undertake joint activities and collaborate when appropriate in efforts to detect, substantiate and prevent fraud and corruption;
  - c. engage each other with regard to relevant activities either Party organizes and which may be of common interest in the execution of their mandates;
  - d. refer to each other inquiries and recommendations pertaining to investigations and actions within the mandate and jurisdiction of the Parties;
  - e. designate contacts to facilitate and expedite the effective and confidential transmission of information exchanged; and
  - f. meet when it may be advisable to identify possible priority areas for cooperation on common strategic or operational objectives.
  
- 2. Confidentiality.** Except as expressly provided for herein, the Parties hereby agree to treat as confidential any information provided by one Party to the other, regardless of whether the information was communicated orally, in writing or in any other form or medium (the Confidential Information). Such

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<sup>1</sup> The Inter-American Development Bank Group consists of three distinct entities: the Inter-American Development Bank (the Bank), the Inter-American Development Corporation (the Corporation) and the Multilateral Investment Fund (the Fund). Each of the Bank and the Corporation are public international organizations with its own legal personality, assets and governance structure. The Fund is a trust fund under the administration of the Bank.

confidential treatment shall include that:

- a. Each Party shall have appropriate systems, policies and procedures for the safekeeping and management of Confidential Information.
- b. The Parties shall use such information solely for the purpose of facilitating the effective discharge of their respective mandates and common goals, as provided in the terms herein.
- c. The Parties shall share Confidential Information only with those officers of the respective Party who require such Information to perform their official functions. Any officer receiving such Information shall be bound by the terms of this Agreement.
- d. Neither Party shall share Confidential Information with their own officers who do not require such Information to perform their official functions, or with any other parties who are not signatories of this Agreement without the other Party's prior express written consent.
- e. Upon the request of either Party, the other Party shall return Confidential Information (when having been provided in physical or electronic form) and/or destroy any copies thereof.
- f. The provisions regarding such confidential treatment shall survive the termination of this Agreement and shall remain in full force and effect.

- 3. Exclusions.** Confidential Information shall not include any information that is now or hereafter publicly available, or that has been or will be independently and appropriately acquired or otherwise developed by either Party. Such information may be used freely and without restriction by either Party.
- 4. Privileges and Immunities.** The activities carried out on the basis of this Agreement shall be without prejudice to the respective privileges and immunities of either Party, which are specifically reserved and may be invoked at any time.
- 5. Primacy of Internal Regulations and Legal Obligations.** Any form of cooperation under this Agreement shall be undertaken by each Party pursuant to its respective policies and procedures. This Agreement is not intended to modify or create any obligation contrary to the legal and policy framework of either Party. In the event there is any inconsistency between this Agreement and the legal and policy framework of either Party, including applicable law, the latter shall govern. Further, the Parties may share Confidential Information when required to meet legal, judicial or regulatory obligations, or to preserve their respective rights in connection with legal or arbitral proceedings. Each Party shall notify the other, as soon as practicable, prior to or upon any use of information, pursuant to this section No. 5, that is inconsistent with the other terms of this Agreement.

7. **Commitment of Financing.** This Agreement does not represent any commitment of financing by the Parties for any activities to be undertaken, jointly or independently.
8. **Liability of the Parties.** Neither Party shall be liable to the other for the accuracy, completeness, or integrity of information that is shared pursuant to this Agreement or for any actions taken by the other Party in consideration of such information. This Agreement may not be construed as creating any rights for parties who are not signatories to this Agreement and may not be used as a basis for claims by any such party.
9. **Amendments.** The provisions of this Agreement cannot be waived or amended except by written Agreement signed by both parties hereto.
10. **Entry into Force.** This Agreement shall enter into force on the latter of: (i) the date on which both Parties have signed the Agreement; or (ii) such other date as indicated in the Agreement, if applicable. It will be effective for the duration of three years, automatically renewed for consecutive equal periods in the absence of communication between the Parties.
11. **Termination.** This Agreement may be terminated by either Party with written notice. Such termination shall enter into effect on the latter of: (i) the date on which written notice issued by the terminating Party is received by the other Party; or (ii) such other date as indicated by the terminating Party, if applicable.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**INTER-AMERICAN DEVELOPMENT BANK**

**CONSELHO ADMINISTRATIVO DE DEFESA  
ECONÔMICA**

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Name  
Title  
Date

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**VINICIUS MARQUES DE CARVALHO**  
Presidente  
Date