



**CIDADE DE
SÃO PAULO**
MOBILIDADE E
TRANSPORTES



British
Consulate-General
São Paulo

MEMORANDUM OF UNDERSTANDING

between

City Hall of São Paulo, through the Municipal Mobility and Transportation Secretariat

and

British Consulate-General in São Paulo

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY HALL OF SÃO
PAULO, THROUGH THE MUNICIPAL
MOBILITY AND TRANSPORTATION
SECRETARIAT- SMT, AND THE BRITISH
CONSULATE-GENERAL IN SÃO PAULO
FOR THE PURPOSES SPECIFIED BELOW.**

The **CITY HALL OF SÃO PAULO (“PMSP”)**, registered with CNPJ/MF under nº 46.395.000/0001-39, with headquarters at Edifício Matarazzo, located at Viaduto do Chá, nº 15, Centro, postal code 01002-900, São Paulo – SP, through the **MUNICIPAL MOBILITY AND TRANSPORTATION SECRETARIAT OF SÃO PAULO (“SMT”)**, located at Rua Barão de Itapetininga, nº 18, registered with CNPJ/MF under nº 46.392.155/0001-11, here represented by the Secretary of Municipal Mobility and Transportation, **Edson Caram**, registered with CPF number 950.811.008-20; and the **BRITISH CONSULATE-GENERAL IN SÃO PAULO (the “BRITISH CONSULATE”)**, registered with CNPJ/MF under nº 03.859.471/0001-48 located at Rua Ferreira de Araújo, nº 741, Pinheiros, CEP 05428-002, São Paulo –SP, here represented by Minister-Counsellor in São Paulo, **Emily Shirtcliff** (hereinafter SMT and the British Consulate each referred to separately as “**Participant**” and together as the “**Participants**”).

CONSIDERING:

- A) A Memorandum of Understanding, Case No. 6073.2019 / 0000055-0 was signed on February 1, 2019 between PMSP and the British Consulate,
- B) SMT and the British Consulate decided to cooperate to promote and develop initiatives in areas of mutual interest in urban mobility;
- C) SMT is the entity responsible for formulating and managing public policies for the development of urban mobility; planning, managing and supervising individual and collective transport systems; establishing guidelines for the use of the road network; and overseeing the traffic services in the Municipality of São Paulo;
- D) The British Consulate, through the UK’s Prosperity Fund, aims to invest in Brazil to increase productivity, reduce poverty and expand opportunities for international business;
- E) The actions of the Participants are in accordance with the prevailing laws and regulations in their respective countries; and
- G) The British Consulate has obtained all necessary internal approvals to enter into this Memorandum.

The Participants have decided to sign the present Memorandum of Understanding (the “**Memorandum**”) to establish a framework for enhanced cooperation between them in accordance with the principles and objectives set forth below:



PARAGRAPH I – OBJECTIVES

The objective of this Memorandum is to establish a framework of cooperation and to facilitate collaboration between the British Consulate and SMT to promote initiatives that foster cooperation between them, and in particular, but subject to Paragraph VIII(Non-binding), support the development of activities in the area of Future Cities, more specifically related to urban mobility, by developing projects on innovative technologies to improve public transportation, traffic flows, improving the quality of life for poor communities, reducing negative impacts on Brazil's economic development in the city of São Paulo.

These and any other activities determined between the Participants will be subject to their own respective internal objectives, credit approval, functions, policies and procedures.

PARAGRAPH II – MUTUAL UNDERSTANDING AND COOPERATION

The Participants express their intention to do the following:

(a) The Participants will promote cooperation based on the principles of equality, mutual benefit, respect and trust, pursuant to the norms established in the applicable laws and regulations; and

(b) The Participants may cooperate, where it is determined to be appropriate and feasible by each Participant, in the implementation of activities which fall within the mandate, methods, activities and missions of each Participant, to promote the following actions:

- i. initiatives related to Future Cities Technologies – in the field of urban mobility – between the United Kingdom, through the Prosperity Fund; and SMT, through its companies Traffic Engineering Company (“CET”) and São Paulo Transports (“SPTrans”);
- ii. to align with the objectives of the Future Cities Programme in the city of São Paulo: (i) to implement smart mobility pilots to test and promote innovative technologies appropriate to the conditions of the city; (ii) establish bases for bidding, governance and training processes for the use of technology in transportation and urban planning;
- iii. articulation of projects in the Future Cities Programme's main areas of intervention, initially defined as: (1) corridors for the exclusive use of buses; and (2) reorganization and modernization of the traffic light network, including smart traffic lights; (3) technological systems for the management and control of operation services and modal integration of public transport; and may include other areas of interest to be previously approved by all entities involved;
- iv. to develop a capacity building programme according to the demands of the technologies;
- v. increase awareness and knowledge amongst public and private sectors in Brazil about the opportunities in technologies for Future Cities and their benefits; initiatives to ensure security, improve accessibility, encourage inclusion, reduce poverty and promote gender equality;
- vi. to spread the results and the exchange of experiences;



- vii. incentives for international trade between Brazil and the United Kingdom;
- viii. incentives for bilateral investments between Brazil and the United Kingdom;
- ix. to seek to complement and support future actions under this Memorandum.

PARAGRAPH III – GOVERNANCE

The focal points for the implementation of this Memorandum will be:

(a) For **SMT**:

José Carlos Nunes Martinelli – Technical Adviser

E-mail: jose.martinelli@sptrans.com.br / Tel. (11) 33968283/(11) 995748835

Address: Rua Barão de Itapetininga, 18 11º andar – São Paulo, SP CEP 01042-000

Sr. Antonio Rudnei Denardi – Deputy Secretary of Mobility and Transport

E-mail: adenardi@prefeitura.sp.gov.br / Tel. (11) 33968019

Address: Rua Barão de Itapetininga, 18 14º andar – São Paulo, SP CEP 01042-000

(b) For the **British Consulate**:

João Rampini – Head of Future Cities Programme

E-mail: joao.rampini@fco.gov.uk / Tel. (11) 3094-2700

Address: Rua Ferreira de Araújo, 741 - São Paulo, SP CEP 05428-000

Gabriela Figueiredo – Manager of Future Cities Programme

E-mail: gabriela.figueiredo@fco.gov.uk / Tel. (81) 2127-0207

Address: Av. Agamenon Magalhães, 4775, 8º andar - Recife, PE CEP 50070-160

The Governance will be delivered through an integrated Committee from the focal points established in (a) and (b), and through the following entities:

(c) For **International Relations Secretariat**

Rodrigo Massi – Special Adviser

E-mail: rmsilva@prefeitura.sp.gov.br / Tel. (11) 959990990

Address: Viaduto do Chá, 15 – 7º andar – São Paulo, SP CEP 01002-900

(d) For **SP Parcerias**

Hugo Coelho – Technical Analyst

E-mail: hugo.coelho@spparcerias.com.br / Tel. (11) 3343-6052

Address: Rua Libero Badaró, 293 9º andar – São Paulo, SP CEP 01009-000

The Participants may involve other governmental and non-governmental institutions to implement the activities contemplated by this Memorandum in accordance with the applicable laws and regulations in their respective countries.

PARAGRAPH IV – MEETINGS

In order to accomplish the objectives of this Memorandum, and subject to Paragraph VI below, the Participants may arrange, in accordance with each Participant's relevant internal rules, meetings and other activities to establish direct contact between the Participants with a view to exchanging information on a regular basis.

The Participants may arrange quarterly governance meetings to be held at dates and places which are considered more convenient for both Participants.

PARAGRAPH V – SUPPLIER PARTNER

The Supplier Partner is responsible for designing, delivering and managing the programme on piloting mobility, transportation and traffic management projects that improve public efficiency, create innovative solutions and reduce poverty. Activities are expected to achieve results by testing new technologies, coordinating partnerships between the public and private sectors, and supporting local policy makers with technical expertise and policy advice in accordance with the specific outcomes of each intervention, as detailed in Paragraph II.

The **World Bank** (the "**Bank**") is the Supplier Partner responsible for the supervision and execution of the Future Cities Programme in São Paulo. In the event of any changes to the programme agreement, the Bank and the Participants may agree to changes in scope, content and timing.

As the activities described in Paragraph II permit the elaboration of implementation projects, characterized by the definition of scope, execution schedule, resource assignment and corresponding costs, these will be incorporated into the present Memorandum through an Appendix that will appoint at least two managers per project, one from the Bank and one from SMT and the British Consulate.



PARAGRAPH VI – COSTS

Except as otherwise agreed in writing by both Participants, each Participant will be responsible for its own costs and expenses in connection with the performance of any action contemplated by this Memorandum, including but not limited to salary, travel and lodging and other costs of such Participant's employees.

PARAGRAPH VII– EXCHANGE OF INFORMATION AND CONFIDENTIALITY RESTRICTIONS

Each Participant herein accepts to keep confidential the information disclosed by the other Participant ("**Confidential Information**") to the same degree as it manages its own confidential information, and will not disclose to third parties any Confidential Information without obtaining the prior written approval of the other Participant, except if requested by law or in any judicial or administrative proceeding by any governmental or regulatory authority, or by the Participant's auditors.

Any external disclosure that involves information regarding the Future Cities Programme requires prior authorization by the British Consulate.



PARAGRAPH VIII – NON-BINDING

For the avoidance of doubt, it is recognized by the Participants that this Memorandum is a statement of good faith intent and mutual understanding of the Participants. It is not an international agreement. It does not create legally binding rights or obligations, financial or otherwise, on the Participants or their officers or employees. It does not bind the Participants to enter into any agreements or projects, nor does it give any preference right for any agreement, project or transaction each Participant intends to enter into.

Nothing contained herein in this Memorandum will confer any legal rights or obligations on third parties. The terms and conditions of any co-financing or co-investment to be provided by any of, or any other commitment between the Participants regarding projects of common interest will be discussed by the Participants separately from this Memorandum, on each individual project, for which additional memoranda of understanding, specific individual agreements (contracts) or other appropriate legal instruments will be entered into when necessary.

These and any other activities determined between the Participants shall be subject to the respective internal objectives, credit approval, functions, policies and procedures of the Participants.

PARAGRAPH IX – NON-EXCLUSIVITY

Unless expressly agreed otherwise in writing, nothing contained herein will be deemed to obligate either Participant to deal exclusively with the other Participant with respect to any project, transaction or matter arising during the term of this Memorandum. Each Participant recognizes that the cooperation described in this Memorandum is not exclusive and that each Participant may enter into similar memoranda with other participants.

PARAGRAPH X - TERM AND TERMINATION

This Memorandum will become effective upon the signature of the authorized officials of the respective Participants and will remain in effect for 48 (forty-eight) months from the date of its signature, unless it is extended in writing by mutual consent of the Participants, provided that the extension is proposed by a Participant no later than 30 (thirty) days before the expiration of the Memorandum.

The total term of this Memorandum may not be extended beyond sixty (60) months. Either Participant may terminate this Memorandum upon not less than one (1) month's prior written notice to the other Participant (unless earlier termination is required by law).

The termination of this Memorandum will not result in the termination of other memoranda of understanding, contracts (agreements) or other legal instruments concluded between the Participants.

PARAGRAPH XI - PUBLICITY AND DISCLOSURE

Notwithstanding Paragraph VII (exchange of Information and Restriction on Confidentiality), in order to comply with the applicable norms and policies established by Brazilian public administration regarding Transparency Laws, SMT may disclose the contents of this Memorandum and publish in the Brazilian official federal gazette a summary of this Memorandum in the Portuguese language.

PARAGRAPH XII - MISCELLANEOUS

- (a) The Participants may modify this Memorandum at any time by written mutual consent;
- (b) Any modifications to this Memorandum will be signed by duly authorized representatives of each Participant and will be an integral part of this Memorandum;
- (c) Any notice, request, report or other communication in respect hereof, including the aforementioned termination notice, will be prepared in the English and Portuguese languages and may be delivered (i) by hand or internationally recognized courier service, (ii) by registered airmail, or (iii) by e-mail, to the other Participant, at such Participant's address specified below or at such other address as such Participant will have designated by notice to the other Participant, provided that any notice, if given by email, will be promptly confirmed by letter;

For the Municipal Mobility and Transportation Secretariat of São Paulo – SMT:

Secretário Adjunto de Mobilidade e Transportes
Rua Barão de Itapetininga, 18 14º andar 01042 - 000 – São Paulo, SP,
Tel: 11 33968019
E-mail: smtgabinete@prefeitura.sp.gov.br

For the British-General Consulate in São Paulo:

Ministra Conselheira
Rua Ferreira de Araújo, 741 - São Paulo, SP CEP 05428-000
Tel: 11 3094 2737
E-mail: Brazil.DomesticPolitics@fco.gov.uk

- (d) Any notice, request, report or other communication in respect hereof (including the aforementioned termination notice) will be valid and will be considered delivered at the date of the receipt duly evidenced by the receipt notice or by the protocol duly signed by the Participant to which it was delivered. The email communication, however, will be considered delivered at the same day that such email was sent unless a delivery failure message was received by the sending Participant; and
- (e) All disputes arising from this Memorandum or in regard hereto will be resolved amicably by the Participants through negotiations.

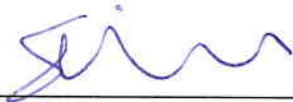
Handwritten signature and a circular stamp in blue ink.

PARAGRAPH XIII - SIGNATURE

The foregoing record represents the understandings reached between the SMT and the British Consulate-General in São Paulo, upon the matters referred to therein.

Signed in duplicate in São Paulo, on 22 May 2019, in the English and Portuguese languages, both texts having equal validity

For the British Consulate-General in São Paulo: For the Municipal Mobility and Transportation Secretariat of São Paulo:



Emily Shirtcliff
Minister-Counsellor



Edson Caram
Secretary of Municipal Mobility and Transportation

Witnesses:

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