
MEMORANDO DE ENTENDIMENTO

ENTRE

**BANCO INTERNACIONAL PARA RECONSTRUÇÃO E
DESENVOLVIMENTO**

E

**SECRETARIA DE ESTADO DA ADMINISTRAÇÃO DE SANTA
CATARINA**

28 DE JULHO DE 2021

Este Memorando de Entendimento (“Memorando”) é uma declaração da intenção do Banco Internacional para Reconstrução e Desenvolvimento (“Banco Mundial” ou “Banco”) e da Secretaria de Estado da Administração de Santa Catarina (“SEA”) (cada um “Parte” e em conjunto “Partes”) para colaborar no alcance dos objetivos comuns descritos abaixo e nas formas definidas a seguir.

CONSIDERANDO QUE:

- (A) O Banco Mundial é uma organização internacional de desenvolvimento de direito público criada por seus países membros de acordo com seu Convênio Constitutivo. O Banco Mundial tem, como missão central, reduzir a pobreza, melhorar as condições de vida e promover o desenvolvimento sustentável e abrangente nos países em desenvolvimento membros da instituição. Para ancorar sua missão principal, o Banco Mundial estabeleceu duas metas ambiciosas: erradicar a pobreza extrema em uma geração e incentivar a prosperidade partilhada. Estas metas serão atingidas através da concessão de empréstimos, financiamentos em condições preferenciais, assistência técnica e serviços de conhecimento compartilhado aos países membros, em desenvolvimento, e por meio de parcerias com outras organizações.
- (B) A SEA é o órgão central do Governo do Estado de Santa Catarina cuja finalidade abrange a normatização, supervisão, controle, orientação e formulação de políticas administrativas dirigidas aos Sistemas Administrativos de Gestão de Materiais e Serviços, de Gestão de Recursos Humanos, de Gestão Patrimonial e de Gestão Documental, no âmbito da Administração Direta, Autárquica e Fundacional. A SEA tem por missão definir e gerir as políticas administrativas de recursos humanos, patrimônio, documentação, materiais e serviços, ouvidoria e tecnologia da informação para dar suporte aos órgãos e entidades do poder executivo estadual, objetivando a excelência dos serviços prestados à sociedade.

POR CONSEQUENTE as Partes concordam quanto ao que se segue:

A. Objetivo

De acordo com seus respectivos mandatos, as Partes expressam o desejam de colaborar na realização de atividades direcionadas ao compartilhamento de boas práticas no campo das licitações públicas, abrangendo mas não se limitando aos aspectos inerentes ao processamento das licitações, gerenciamento de contratos, gerenciamento de riscos em licitações, reforma de política e marco regulatório de licitações, diálogo com diversos setores, inovação e tecnologia em licitações, análise de dados de licitações e contratos, profissionalização em licitações públicas, estudos, análises, pesquisas, avaliações, programas de desenvolvimento de capacidade (*capacity building programs*), etc.

B. Colaboração

- (a) Para promover a realização de seus objetivos comuns, as Partes pretendem colaborar das seguintes maneiras:
 - (i) compartilhar conhecimento, ideias, lições aprendidas, boas práticas no campo das licitações públicas e gerenciamento de contratos;
 - (ii) planejar atividades conjuntas em áreas de interesse comum;
 - (iii) conjugar esforços e capacidades institucionais em licitações públicas;
 - (iv) utilizar e alavancar seus recursos e instalações existentes para obter vantagens e benefícios mútuos;
 - (v) colaborar para a promoção, preparação e organização de workshops, conferências, treinamentos, programas de capacitações, e/ou seminários;
 - (vi) colaborar na organização e execução de estudos, pesquisas, análises, avaliações, diagnósticos;
 - (vii) dialogar com participantes e outros interessados nas atividades abrangidas por este Memorando;
 - (viii) colaborar com outras instituições engajadas em atividades similares, complementares ou relacionadas àquelas abrangidas por este Memorando;
 - (ix) colaborar para a disseminação de lições aprendidas e resultados por meio de publicações, eventos, seminários, workshops, conferências e outros meios de fácil acesso e baixo custo;
 - (x) periodicamente avaliar a efetividade de trabalharem em conjunto, considerando seus mandatos organizacionais e suas prioridades;
 - (xi) compartilhar experiências e conhecimento na aplicação de metodologias utilizadas em licitações e gerenciamento de contratos tais como BIM (*Building Information Modeling*), *Strategic Sourcing*, *Risk Management*, etc; e
 - (xii) compartilhar experiências e transferir tecnologia para a utilização de softwares de código aberto para a realização de licitação por entidades do terceiro setor (organizações sociais, organizações da sociedade civil, etc.), podendo incluir o uso de *blockchain*.
- (b) Cada Parte poderá contribuir para as atividades desenvolvidas no âmbito deste Memorando, de uma ou mais das seguintes formas:
 - (i) mobilizar sua própria equipe na busca dos objetivos deste Memorando;
 - (ii) disponibilizar instalações para workshops, conferências ou seminários de treinamento conjuntos;
 - (iii) contratar e financiar consultores; e
 - (iv) outros meios acordados entre as Partes.

C. Contatos

Cada Parte determina e designa abaixo seu representante, que será responsável pela implementação deste Memorando. As Partes poderão, mediante notificação por escrito à outra Parte, designar outras pessoas como pontos de contato, mas é recomendado que uma pessoa seja designada por vez como responsável geral pelas atividades realizadas nos termos deste Memorando.

Pelo Banco Mundial:

Sr. Danilo Pereira de Carvalho
Especialista Sênior em Aquisições
Departamento de Aquisições - Governança
O Banco Mundial
SCN 2 Lote A Sala 702, Ed. Corporate Financial Center, Brasília-DF
Telefone: +55 61 3329 1078
E-mail: dcarvalho@worldbank.org

Pela SEA:

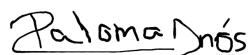
Sra. Karen Sabrina Bayestorff Duarte
Diretora de Gestão de Licitações e Contratos – DGLC
Secretaria de Estado da Administração – SEA
Rodovia SC 401, KM5, N°4600 | Bloco II
Tel:+55 48 3665 1590
E-mail: dglc@sea.sc.gov.br

D. Geral

1. Este Memorando não constitui um acordo ou compromisso das Partes em executar ou fornecer suporte para nenhuma atividade ou projeto específicos. Arranjos específicos, para cada atividade serão apresentados em documento escrito ou planos de trabalho, a ser conjuntamente formulado pelas Partes.
2. Nenhuma parte deste Memorando tem a intenção de, ou deve ser interpretada como, renúncia aos privilégios e imunidades do Banco Mundial, de seus dirigentes ou funcionários, cujos privilégios e imunidades são reservados por este instrumento.
3. Este Memorando entrará em vigor a partir da assinatura por ambas as Partes na data estabelecida acima. Ele permanecerá em vigor até 31 de dezembro de 2022. As Partes podem concordar em prorrogar a vigência deste Memorando por escrito.
4. Este Memorando poderá ser rescindido a qualquer momento por qualquer uma das Partes, a seu exclusivo critério, com trinta (30) dias de aviso prévio por escrito à outra Parte.
5. As Partes esperam que este Memorando e as informações a respeito das atividades colaborativas aqui contempladas sejam divulgados publicamente. Tal divulgação será feita de acordo com as respectivas políticas de divulgação das Partes. As Partes planejam consultar-se sobre a maneira e a forma de qualquer reconhecimento do apoio da outra Parte em relação às atividades.
6. Este Memorando será assinado em inglês e em português. Em caso de inconsistência entre a versão em língua inglesa e a versão em língua portuguesa, a versão em inglês prevalecerá.

Com base no exposto acima as Partes determinam a assinatura deste Memorando no dia e data registrados acima.

**BANCO INTERNACIONAL PARA
RECONSTRUÇÃO E
DESENVOLVIMENTO**



Nome: Paloma Anós Casero

Cargo: Diretora do Banco Mundial no Brasil

**SECRETARIA DE ESTADO DA
ADMINISTRAÇÃO DE SANTA
CATARINA**



Nome: Jorge Eduardo Tasca

Cargo: Sec. de Estado da Administração

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT**

AND

**SECRETARIA DE ESTADO DA ADMINISTRAÇÃO DE SANTA
CATARINA**

JULY 28, 2021

This Memorandum of Understanding (“Memorandum”) represents a statement of intent by the International Bank for Reconstruction and Development (the “World Bank” or the “Bank”) and the Secretaria de Estado da Administração de Santa Catarina (“SEA”) (each a “Party” and together, the “Parties”) to collaborate in the achievement of common objectives as described and on the basis outlined below.

WHEREAS:

- (A) The World Bank is an international development institution established by Articles of Agreement adopted by its member countries. The World Bank’s overarching mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in its developing member countries. It has established two ambitious goals to anchor its mission: end extreme poverty within a generation and boost shared prosperity. The World Bank will achieve these goals by providing loans, concessional financing, technical assistance, and knowledge sharing services to its developing member countries and through partnerships with other organizations.
- (B) SEA is the central agency of the Santa Catarina State Government which purpose includes the normatization, supervision, control, guidance, and formulation of administrative policies directed to the Administrative Systems of Materials and Services Management, of Human Resources Management, of Assets Management, and of Document Management, in the scope of the Direct, Autarchical, and Foundational Administration. SEA’s mission is to define and manage the administrative policies for human resources, assets, documentation, materials and services, ombudsman, and information technology in order to support the organs and entities of the state executive branch, aiming for excellence in the services provided to the society.

NOW THEREFORE the Parties intend as follows:

A. Objective

Consistent with their respective mandates, the Parties desire to collaborate in carrying out activities conducive to the sharing of best practices in the field of public procurement, covering but not limited to aspects inherent to procurement processing, contract management, risk management in procurement, procurement policy reform and regulatory framework, dialogue with various sectors, innovation and technology in procurement, procurement data analysis, professionalization in public procurement, studies, analyses, research, evaluations, capacity building programs, etc.

B. Collaboration

- (a) To further the achievement of their common objectives, the Parties intend to collaborate in the following manner:
 - (i) share knowledge, ideas, lessons learned, good practices in the field of public bidding, and contract management;
 - (ii) plan joint activities in areas of common interest;

- (iii) pool efforts and institutional capacities in public bidding;
 - (iv) utilize and leverage their existing resources and facilities to mutual advantage and benefit;
 - (v) collaborate on the promotion, preparation and organization of studies, workshops, conferences, training programs, and seminars;
 - (vi) collaborate on the organization and execution of studies, research, analysis, evaluations, and diagnosis;
 - (vii) jointly engage in a dialogue with stakeholders and others interested in activities being pursued under this Memorandum;
 - (viii) collaborate on ways to join with other institutions engaged in activities similar, supplemental or related to those being pursued under this Memorandum;
 - (ix) collaborate on the dissemination of the lessons learned and results through publications, events, seminars, workshops, conferences and other easily accessible and affordable means;
 - (x) periodically evaluate the effectiveness of working in collaboration with each other, with reference to their respective organizational mandates and priorities;
 - (xi) share experiences and knowledge in the application of methodologies used in bidding and contract management, such as BIM (Building Information Modeling), Strategic Sourcing, Risk Management, etc; and
 - (xii) share experiences and transfer technology for the use of open source software for bidding by third sector entities (social organizations, civil society organizations, etc.), which may include the use of blockchain.
- (b) Each Party may contribute to the activities undertaken pursuant to this Memorandum, in one or more of the following ways by:
- (i) mobilizing its own staff in pursuit of the objectives of this Memorandum
 - (ii) providing facilities for joint workshops, conferences, or training seminars;
 - (iii) engaging and funding consultants; and
 - (iv) such other ways as the Parties may determine.

C. Contacts

Each party hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum. The Parties may, by written notice to the other Party, designate additional or different persons as points of contact but the Parties expect to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this Memorandum.

For the World Bank:

Sr. Danilo Pereira de Carvalho
Especialista Sênior em Aquisições
Departamento de Aquisições - Governança
The World Bank
SCN 2 Lote A Sala 702, Ed. Corporate Financial Center, Brasília-DF
Tel: +55 61 3329 1078
E-mail: dcarvalho@worldbank.org

For SEA:

Sra. Karen Sabrina Bayestorff Duarte
Diretora de Gestão de Licitações e Contratos – DGLC
Secretaria de Estado da Administração – SEA
Rodovia SC 401, KM5, N°4600 | Bloco II
Tel: :+55 48 3665 1590
E-mail: dglc@sea.sc.gov.br

D. General

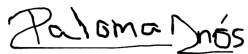
1. This Memorandum does not constitute an agreement or commitment by either Party to enter into or provide support for any specific activity or project. Specific arrangements for individual activities will be set forth in a written document or work plans to be jointly formulated by the Parties.
2. Nothing in this Memorandum is intended to be, or should be construed as a waiver of the privileges and immunities of the World Bank or its officers and employees, which privileges and immunities are hereby specifically reserved.
3. This Memorandum shall become effective upon signature by both Parties on the date set forth above. It will remain in effect until December 31, 2022. The Parties may agree to extend the term of this Memorandum in writing.
4. This Memorandum may be terminated at any time by any of the Parties at its sole discretion with thirty (30) days prior notice in writing to the other Party.

5. The Parties expect that this Memorandum and information with respect to the collaborative activities contemplated herein will be publicly disclosed. Such disclosure will be made in accordance with the Parties' respective disclosure policies. The Parties plan to consult with each other concerning the manner and form of any acknowledgement of the other Party's support regarding the activities.
6. This Memorandum shall be signed in English and Portuguese. In the event of any inconsistency between the English version and the Portuguese version, the English version shall prevail.

In witness whereof, the Parties have caused this Memorandum to be executed as of the day and date written above.

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

**SECRETARIA DE ESTADO DA
ADMINISTRAÇÃO DE SANTA CATARINA**



Name: Paloma Anós Casero
Title: Country Director

Name: Jorge Eduardo Tasca
Title: Secretário de Estado da Administração

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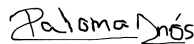
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Company Name: The World Bank

Jorge Eduardo Tasca

gabs@sea.sc.gov.br

Security Level: Email, Account Authentication
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Company Name: The World Bank

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Jade Jagger Porto Dos Anjos jadejagger@worldbank.org Legal Assistant The World Bank Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/9/2021 1:01:49 PM
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Disclosure Statement And Consent for E-Signature with a Relevant World Bank Group Organization [1]

1.0 Acknowledgement of Independent Vendor:

A relevant “World Bank Group Organization” means any of the following international organizations established by treaty among its member countries: International Bank for Reconstruction and Development (“IBRD”), International Development Association (“IDA”), International Finance Corporation (“IFC”), Multilateral Investment Guarantee Agency (“MIGA”), and International Centre for Settlement of Investment Disputes (“ICSID”).

By checking the ‘I agree’ box below in this Electronic Disclosure Statement and Consent for E-Signature (“Disclosure Statement and Consent”), you agree and understand that: (1) the e-signature service (the “Service”) is not owned or operated by any of the relevant World Bank Group Organizations in any way. Instead, the Service is owned, operated and maintained by an independent vendor; and (2) no relevant World Bank Group Organization is responsible or liable for the services provided by the independent vendor.

2.0 Agreement to Terms of Service and Privacy Policy:

When using the Service, you agree and understand that the Service’s [Terms of Service](#), including the [Service Privacy Policy](#), will govern your use of e-signature.

3.0 Limitation of Liability:

You agree and understand that your use of the Service with a relevant World Bank Group Organization is at your own risk.

You agree and understand that the relevant World Bank Group Organization expressly disclaims all warranties of any kind related to the site, the services and the materials, whether express or implied, including, but not limited to: (1) the implied warranties of merchantability; (2) fitness for a particular purpose; and (3) non-infringement. You agree to be solely responsible for any damage to your computer system or loss of data that results from use of the Service.

In no event will the relevant World Bank Group Organization or its licensors, business partners, contractors, collaborators, partners, agents, employees or the like be liable for any indirect, consequential, incidental, collateral, exemplary, punitive, reliance or special damages (including, without limitation, business interruption or loss of goodwill, data, revenue or profits), even if advised or made aware of the possibility of any such losses or damages and regardless of

whether the claim is based on contract, tort (including negligence, strict liability and willful and/or intentional conduct), warranty, indemnity or other theory of liability.

4.0 Remedies and No Warranty:

The relevant World Bank Group Organization makes no warranty that: (1) the Service will meet your requirements; (2) the Service will be uninterrupted, timely, secure or error-free; (3) any results or outcomes from the use of the service will be accurate or reliable; (4) the quality of the Service will meet your expectations; or (5) the Service, or its servers, or communications sent from the any of the relevant World Bank Group Organizations, will be free of viruses or other harmful elements.

You agree and understand that your sole course of action and exclusive remedy for any losses or damages incurred or suffered by you as a result of your use of the Service shall be to terminate your Service account and cease using the Service. Under no circumstances will you have any claim against any of the relevant World Bank Group Organizations for any losses or damages whatsoever arising out of or related to your use of the Service.

5.0 Preservation of Immunities.

Nothing in this Disclosure Statement and Consent shall constitute, be construed, or considered to be, a limitation upon or a waiver, renunciation or modification of any immunities, privileges or exemptions of any of the World Bank Group Organizations accorded under its respective Articles of Agreement, international Convention or any applicable law. Such immunities, privileges or exemptions are specifically reserved.

6.0 Additional Terms:

By checking the 'I agree' box below, you agree and confirm that:

- You understand that this Disclosure Statement and Consent governs only e-signature transactions or arrangements with a relevant World Bank Group Organization which may be subject to additional Service terms;
- You can access and read this Disclosure Statement and Consent; and
- You can print on paper the Disclosure Statement and Consent or save or send the same to a place where you can print it for future reference and access.
- With respect to IBRD and IDA, you (a) will always keep your e-mail address updated with the Service and follow instructions provided by the relevant World Bank Group Organization to keep your e-mail address updated with the Service as needed; and (b) understand that the minimum system requirements for using the Service may change

over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>

[1] This Electronic Disclosure Statement and Consent for E-Signature with a relevant World Bank Group Organization is to be used on a specific **transactional basis** and does not in any way or form purport to create an ongoing contractual relationship between the user of the Service, the independent vendor and any of the relevant World Bank Group Organizations.