



MINISTÉRIO DO DESENVOLVIMENTO, INDÚSTRIA, COMÉRCIO E SERVIÇOS  
Gabinete do Ministro  
Esplanada dos Ministérios, Bloco J, - Bairro Zona Cívico-Administrativa  
CEP 70053-900 - Brasília/DF

OFÍCIO SEI Nº 236/2025/MDIC

À Sua Excelência o Senhor

**LUCIANO BIVAR**

Primeiro-Secretário da Mesa da Câmara dos Deputados

Palácio do Congresso Nacional

Praça dos Três Poderes

Brasília - DF

CEP: 70160-900

E-mail: ric.primeirasecretaria@camara.leg.br

**Assunto: Requerimento de Informação nº 4292/2024.**

*Referência:* Ao responder este Ofício, favor indicar expressamente o Processo nº 52315.002145/2024-81.

Senhor Primeiro-Secretário,

1. Refiro-me ao **Ofício 1ªSec/RI/E/Nº 447**, de 12 de dezembro de 2024, dessa Primeira-Secretaria, que trata do **Requerimento de Informação nº 4292/2024**, de autoria do Deputado Federal Cabo Gilberto Silva (PL/PB), apresentado em 26/11/2024, o qual requer informações ao Sr. Geraldo Alckmin, Ministro do Desenvolvimento, Indústria, Comércio e Serviços, sobre o acordo de cooperação econômica entre BNDES e Agência Francesa de Desenvolvimento.

2. Por oportuno, encaminho a Vossa Excelência o Ofício nº 82/2024 - BNDES/GP/DEALEG juntamente com os anexos, contendo os subsídios necessários ao atendimento da demanda supracitada, reiterando, em tempo, que as informações disponibilizadas não são de natureza sigilosa e que, por isso, serão enviadas por correio eletrônico, conforme orientações procedimentais obtidas nessa Secretaria.

Anexos:

I - [Ofício nº 82/2024 - BNDES/GP/DEALEG];

II - [Anexo ao Ofício nº 82/2025 - BNDES/GP/DEALEG];

III - [Anexo ao Ofício nº 82/2025 - BNDES/GP/DEALEG].

Atenciosamente,

**GERALDO JOSÉ RODRIGUES ALCKMIN FILHO**  
**MINISTRO DE ESTADO DO DESENVOLVIMENTO, INDÚSTRIA, COMÉRCIO E SERVIÇOS**



Documento assinado eletronicamente por **Geraldo José Rodrigues Alckmin Filho, Ministro(a) de Estado**, em 10/01/2025, às 18:02, conforme horário oficial de Brasília, com fundamento no § 3º do art. 4º do [Decreto nº 10.543, de 13 de novembro de 2020](#).



A autenticidade deste documento pode ser conferida no site [https://sei.economia.gov.br/sei/controlador\\_externo.php?acao=documento\\_conferir&id\\_orgao\\_acesso\\_externo=0](https://sei.economia.gov.br/sei/controlador_externo.php?acao=documento_conferir&id_orgao_acesso_externo=0), informando o código verificador **47539580** e o código CRC **9DBFFF39**.

**Ofício nº 82/2024 – BNDES/GP/DEALEG**

19 de dezembro de 2024

Ao Senhor

LUIS GUSTAVO FARIA GUIMARÃES

Chefe da Assessoria Especial de Assuntos Parlamentares e Federativos

MINISTÉRIO DO DESENVOLVIMENTO, INDÚSTRIA, COMÉRCIO E SERVIÇOS

Ref: OFÍCIO SEI Nº 8132/2024/MDIC, referente ao Requerimento de Informação nº 4292/2024 e Processo nº 52315.002145/2024-81.

**Assunto: Acordo de cooperação econômica entre BNDES e Agência Francesa de Desenvolvimento**

Senhor Chefe,

Em atenção ao Requerimento de Informação nº 4292/2024, de autoria do Deputado Cabo Gilberto Silva (PL/PB), enviamos em anexo o acordo celebrado em 28/03/2023 (aditivo), em conjunto com o memorando original então aditado.

Sendo o que nos cabia para o momento, permanecemos à disposição para esclarecimentos adicionais julgados necessários.

Respeitosamente,

LEONARDO LOUREIRO NUNES

Chefe do Departamento de Assuntos Legislativos, Institucionais e Regulatórios  
Gabinete da Presidência do BNDES



**ADDENDUM NO. 1 TO THE MEMORANDUM OF  
UNDERSTANDING  
(MoU) SIGNED ON OCTOBER 24, 2023**

**BETWEEN**

**BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E  
SOCIAL - BNDES (BNDES)**

**AND**

**THE AGENCE FRANÇAISE DE DÉVELOPPEMENT GROUP  
(AFD GROUP)**

This Addendum no. 1 to the Memorandum of Understanding (“**MoU**”) signed on October 24, 2023, originally between The Agence Française de Développement (“**AFD**”) and Banco Nacional de Desenvolvimento Econômico e Social - BNDES (“**BNDES**”), is made on March 28, 2024 (“**Addendum**”) by and between:

(1) (Substituting the party AFD), The Agence Française de Développement Group (“**AFD Group**”), which is composed by i) The Agence Française de Développement (“**AFD**”), a French public entity (établissement public) governed by French law, with registered office is at 5, rue Roland Barthes, 75598 Paris cedex 12, registered with the Trade and Companies Register of Paris under number 775 665 599, ii) Société de Promotion et de Participation pour la Coopération Economique Société Anonyme – (“**PROPARCO**”), with registered office at 151 rue Saint Honoré, 75001, Paris, France registered with the Trade and Companies Register of Paris under number 310 792 205, and dedicated to financing private sector players and iii) Agence Française d'Expertise Technique Internationale (“**Expertise France**”) with registered office at 40 Bd de Port Royal, 75005, Paris, France, registered with the Trade and Companies Register of Paris under number 808 734 792, the interministerial agency dedicated to technical cooperation; all represented by Mr. Rémy Rioux, Chief Executive Officer of AFD, who is duly authorised to sign this agreement, and

(2) Banco Nacional de Desenvolvimento Econômico e Social - BNDES (“**BNDES**”), wholly owned by the federal government of the Federative Republic of Brazil (“Brazil”), with its registered head office in Brasília, Distrito Federal, and main office in the city of Rio de Janeiro, at Av. República do Chile, 100, CEP 20031-917, represented by Ms. Natalia Maria Rapassi Dias Melo, International, Capital Markets and Sustainable Finance Executive Officer of BNDES

(each **AFD Group** and **BNDES** hereinafter solely referred to as a “Party” and jointly referred to as the “Parties”)

- (a) **BNDES** has approved entering into this Addendum according to its Decision n° Dir4. 02/2024 - **BNDES**, dated of 27/03/2024; and
- (b) **AFD Group** has obtained all necessary internal approvals on its entering into this MOU before its execution date.

The Parties hereby amend the MOU with the purpose to:

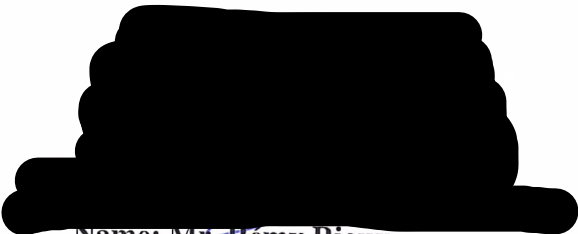
(I) substitute AFD as Party to the MOU by the AFD Group; and

(II) alter **Article I (Purpose of Cooperation)** to extend the areas of cooperation in Pillar 1 to include the sectors of cultural and creative industries as well as sports initiatives, so that the item on Pillar 1 will read as follows:

“Pillar 1: The development of an institutional, technical and operational framework of cooperation between the respective teams of the Parties in order to implement joint-studies, develop new climate-related methodologies and diagnosis as well as share policies, guidelines, tools, frameworks, and best practices in sustainable finance and development, including in the cultural and creative industries as well as through sports initiatives. Within this framework, the Parties may arrange, in accordance with each relevant internal rules, joint-cooperation initiatives, studies, meetings, and other activities with a view to implement new practices, publish studies, and share information on a regular basis. It includes hiring consulting services, undertaking regular technical meetings, and organizing an annual high-level meeting, which meetings are to be held at dates and places which are considered more convenient for both Parties.”

All other provisions of the MOU will remain unchanged.

In witness whereof, **BNDES** and the **AFD Group**, each acting through its duly authorized representative, have executed and delivered this MoU in 2 (two) original English language and identical counterparts at the City of Brasilia, Brazil, on this day March 28, 2024.



**Name: Mr. Remy Rioux**  
Title: Chief Executive Officer

On behalf of  
**AGENCE FRANCAISE  
DE DÉVELOPPEMENT GROUP –  
AFD Group**



**Name: Ms. Natalia Maria Rapassi  
Dias Melo**  
Title: International, Capital Markets and  
Sustainable Finance Executive Officer

On behalf of  
**BANCO NACIONAL DE  
DESENVOLVIMENTO  
ECONÔMICO E SOCIAL - BNDES**

**MEMORANDUM OF UNDERSTANDING  
(MoU)**

**BETWEEN**

**BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E SOCIAL -  
BNDES (BNDES)**

**AND**

**AGENCE FRANÇAISE DE DEVELOPPEMENT  
(AFD)**

AGREEMENT N° D-121.2.0037.23

 **BNDES**

This Memorandum of Understanding (“**MoU**”) is made on October 24, 2023 by and between:

- (1) Agence Française de Développement (“**AFD**”), a French public entity (*établissement public*) governed by French law, with registered office is at 5, rue Roland Barthes, 75598 Paris cedex 12, registered with the Trade and Companies Register of Paris under number 775 665 599, represented by Mr. Philippe Orliange, Executive Director of Geographies, who is duly authorised to sign this agreement, and
- (2) Banco Nacional de Desenvolvimento Econômico e Social - BNDES (“**BNDES**”), wholly owned by the federal government of the Federative Republic of Brazil (“**Brazil**”), with its registered head office in Brasília, Distrito Federal, and main office in the city of Rio de Janeiro, at Av. República do Chile, 100, CEP 20031-917, represented by Ms. Natalia Maria Rapassi Dias Melo, Executive Director of Capital Markets and Sustainable Finance.

(AFD and BNDES hereinafter solely referred to as a “**Party**” and jointly referred to as the “**Parties**”)

**WHEREAS:**

- (a) Established in 1952 in Brazil, BNDES is a public development financial institution wholly-owned by the Brazilian State and the main instrument for the execution of the Brazilian government’s investment policies, providing support to programs, projects, works and services that seek to promote the economic and social development of Brazil;
- (b) Created in 1941 and implemented in Brazil since 2007, AFD is a public development financial institution owned by the French State and the main implementing agency for France’s development finance, providing financial and technical support to projects, programs and studies through a broad range of financial instruments in more than 110 (hundred and ten) countries;
- (c) As founding members of the International Development Finance Club (IDFC) and of the Finance in Common (FIC) international coalition, the Parties are collaborating together with other national, regional, bilateral and multilateral development financial institutions to implement the Sustainable Development Goals (SDGs) & the Paris Agreement Agendas worldwide;
- (d) On a bilateral approach, AFD and BNDES are jointly supporting the implementation of the sustainable development public policies in Brazil. The Parties already joined their forces in the field of the renewable energy infrastructures financing (credit facility agreement n°CBR104801R dated as of November 21, 2014) and the urban mobility development (cooperation agreement n°CBR1085/D-121.2.0010.21 as of September 1, 2021);
- (e) Acknowledging that they have a unique role to play in the financial system as public development finance institutions, the Parties have recently decided to define a new cooperation framework in order to support the transformation of the global economy and societies towards sustainable and resilient development;
- (f) BNDES’ has approved entering into this MOU according to its Decision n° Dir4. 09/2023 - BNDES, dated of 23/10/2023; and
- (g) AFD has obtained all necessary internal approvals on its entering into this MOU before its execution date.

The Parties hereby agree as follows:

## **Article I**

### **Purpose of Cooperation**

The purpose of this MoU is to establish a non-exclusive framework of cooperation to facilitate discussions between the Parties to promote initiatives that foster cooperation between them in order to support the Brazilian low carbon, climate resilient and socially just pathway. This collaboration aims at the furtherance of international development principles and guidelines, also in alignment with the IDFC, the FIC Summit joint declarations, the Sustainable Development Goals and the Paris Climate Agreement Agendas, and in particular:

1. Pillar 1: The development of an institutional, technical and operational framework of cooperation between the respective teams of the Parties in order to implement joint-studies, develop new climate-related methodologies and diagnosis as well as share policies, guidelines, tools, frameworks, and best practices in sustainable finance and development. Within this framework, the Parties may arrange, in accordance with each relevant internal rules, joint-cooperation initiatives, studies, meetings, and other activities with a view to implement new practices, publish studies, and share information on a regular basis. It includes hiring consulting services, undertaking regular technical meetings, and organizing an annual high-level meeting, which meetings are to be held at dates and places which are considered more convenient for both Parties.
2. Pillar 2: the implementation of innovative financial instruments for the development of the BNDES's operations in the area of sustainable and climate finance, with a focus on the promotion of green innovation and industrialization, sustainable infrastructures, social inclusion of vulnerable populations, gender equality and women's empowerment. Without limitation, but considering the crucial importance of these territories in Brazil's development trajectory, a particular emphasis may be placed on cooperation between the Parties in the country's northern region (Legal Amazon). Pillar 2 could notably take the form of AFD's financial resources on appropriate terms for an amount of approximately EUR 500 (five hundred) million over the duration of this MoU, subject to approval by the Parties' decision-making bodies, through credit lines, sustainable bond issuances, grants, co-financing operations and other financial instruments agreed between the Parties.
3. Pillar 3: the furtherance of international development principles and guidelines also developed within the framework of the IDFC and the FICS Summit on the role of public development finance institutions in the international financial architecture. In connection with the Paris Summit of June 22-23, 2023, innovative modes of cooperation may be assessed.

The Parties will also intend to cooperate in a partnership within their respective mandates for the furtherance of themes presented in the Amazon Summit on 5 to 9 August 2023 and to support BNDES for the Brazilian organisation of the United Nations Framework Convention on Climate Change (COP30) to take place in November 2025, both in Belém (PA), Brazil.

The Parties intend to cooperate in conformity with the provisions of laws and regulations applicable to each Party, their respective constitutional documentation and their respective policies and procedures.

## **Article II**

### **Mutual Understanding and Cooperation**

The Parties express their intention to the following:

- a) the Parties shall promote cooperation based on the principles of equality, mutual benefit, respect and trust pursuant to the established international banking practice and all applicable laws and regulations; and
- b) the Parties will cooperate, where it is determined to be appropriate and feasible by each Party, in the implementation of activities which fall within the mandate, missions, policies and procedures of each Party.

## **Article III**

### **Cost**

Except as otherwise agreed in writing by both Parties, each Party shall be responsible for its own costs and expenses in connection with undertaking any action contemplated by this MoU, including but not limited to salary, travel and lodging and other costs of such Party's employees.

## **Article IV**

### **Exchange of Information and Confidentiality Restrictions**

Each Party herein agrees to keep confidential the information disclosed by the other Party ("**Confidential Information**") to the same degree as it manages its own confidential information, and shall not disclose to third parties any Confidential Information without obtaining the prior written approval of the other Party, except if requested in any judicial or administrative proceeding by any governmental or regulatory authority or by the Parties auditors, or as required by the applicable laws.

Each Party acknowledges that the other Party is a development credit entity and agrees that each Party will only disclose information in accordance respectively with French or Brazilian banking secrecy rules.

## **Article V**

### **Non-Binding**

The Parties acknowledge that this MoU is a statement of good faith intent and mutual understanding of the Parties. It is not an international agreement, it does not create legally binding rights or obligations, financial or otherwise, on the Parties or their officers or employees, it does

not bind the Parties to enter into any agreements or projects, nor does it give any preference right for any agreement, project or transaction each Party intends to enter into. Nothing contained herein shall 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 the Parties regarding projects of common interest will be discussed by the Parties separately from this MoU, on each individual project, for which specific individual agreements (contracts) will be necessary. These and any other activities agreed to between the Parties shall be subject to the respective internal objectives, credit approval, functions, policies and procedures of the Parties.

## **Article VI**

### **Non-Exclusivity**

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

## **Article VII**

### **Term and Termination**

This MoU will become effective upon the signature of the authorized officials of the respective Parties and will remain in effect for 3 (three) years from the date of its signature, unless it is extended in writing by mutual consent of both Parties not later than 30 (thirty) days before its expiration. The extension of this MoU can be for a term agreed upon between the Parties, provided that the total term of this MoU is no longer than sixty (60) months. Either Party may terminate this MoU upon not less than one month's prior written notice to the other Party (unless earlier termination is required by law). The termination of this MoU shall not result in the termination of other contracts (agreements) concluded between the Parties.

## **Article VIII**

### **Publicity**

Notwithstanding the obligations under Article V (Exchange of Information and Confidentiality Restrictions) and in order to comply with internal policies, the Parties may publish the MoU in their relevant websites and BNDES shall publish in the Brazilian official federal gazette a summary of this MoU in Portuguese language, and communicate the published summary to the other Party.

**Article IX**  
**Miscellaneous**

- (a) The Parties may modify this MoU at any time by written mutual consent;
- (b) Any amendments and supplements to this MoU shall be made in written form and signed by duly authorized representatives of each Party and are an integral part of this MoU;
- (c) Any notice, request, report or other communication in respect hereof, including the aforementioned termination notice, shall be prepared in the English language and may be delivered (i) by hand or internationally recognized courier service, (ii) by registered airmail, or (iii) by e-mail, to the other Party, at such Party's address specified below or at such other address as such Party shall have designated by notice to the other Party.

In the case of BNDES:

The Head of the Investor Relations Department  
BNDES  
Av. República do Chile, 100  
Rio de Janeiro - RJ  
CEP 20031 -970  
Brazil  
e-mail: [REDACTED]

In the case of AFD:

AFD - Director of AFD in Brazil  
AFD  
SCS, Quadra 09. Lote "C" - S/N, Torre C  
Ed. Parque da Cidade Corporate, sala 1103  
Brasilia - DF  
CEP 70308-200  
Brazil  
e-mail: [REDACTED]

(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 Party 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 party.

(e) All disputes arising from this MoU or in regard hereto shall be resolved by the Parties through negotiations.

 **BNDES**

[REDACTED]

## Article XI

### Signature

In witness whereof, BNDES and AFD, each acting through its duly authorized representative, have executed and delivered this MoU in 2 (two) original English language and identical counterparts at the City of Brasilia, Brazil, on this day October 24, 2023.



**Mr. Philippe Orlange**  
Executive Director of Geographies

On behalf of  
**AGENCE FRANCAISE  
DE DEVELOPPEMENT - AFD**



**MS. Natana Maria Rapassi Dias Melo**  
Executive Director of Capital Markets  
and Sustainable Finance

On behalf of  
**BANCO NACIONAL DE  
DESENVOLVIMENTO  
ECONÔMICO E SOCIAL - BNDES**

