



TECHNICAL COOPERATION AGREEMENT

BETWEEN THE MINISTRY OF AGRICULTURE AND LIVESTOCK OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE

THE FEDERAL GOVERNMENT, THROUGH THE MINISTRY OF AGRICULTURE AND LIVESTOCK, headquartered at Esplanada dos Ministérios, Bloco D, in the city of Brasília/DF, enrolled in the CNPJ/MF under No.00.396.895/0011-05, represented in this act by Mr. CLEBER OLIVEIRA SOARES, Executive Secretary of the Ministry of Agriculture and Livestock, appointed by Decree of April 8, 2026, published in the Federal Official Gazette-DOU of April 9, 2026, holder of employee registration No.1340110, hereinafter referred to as the CONTRACTING PARTY, "MAPA"; and the INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE, a specialized international agency of the Inter-American System, established by the Convention on the Inter-American Institute for Cooperation on Agriculture, promulgated in Brazil by Decree No. 86,365, of September 15, 1981, whose institutional relations and privileges and immunities within Brazilian territory are governed by the Basic Agreement promulgated by Decree No. 361, of December 10, 1991, herein represented by its Director General, Dr. Muhammad Ibrahim, hereinafter referred to as "IICA"; jointly hereinafter referred to as the "Participants" or the "Parties" and, individually, as a "Participant" or a "Party,"

WHEREAS the Letter of Intent signed in Georgetown, Guyana, on June 9, 2026, among MAPA, the Ministry of Agriculture of the Cooperative Republic of Guyana ("MOA"), and IICA established the initial basis for dialogue and cooperation aimed at structuring the Innovation and Sustainable Agriculture Hub of the Americas, in Guyana (the "Hub");

WHEREAS Clause 3 of the said Letter of Intent expressly provides that the activities arising therefrom may be further detailed through separate written instruments, including memoranda of understanding, technical cooperation agreements, work plans, projects, or other specific arrangements;

WHEREAS the Parties share a mutual interest in deepening technical, scientific, and technological cooperation in agricultural matters, with a view to promoting food security, innovation, climate resilience, sustainability, and rural development in the Caribbean region;

WHEREAS the Hub constitutes a cross-cutting initiative that is not permanently bound to a single human-resource-providing institution, and the designation of the technical professional responsible for its conduct may vary with each Biennial Work Plan, according to the acceding institution responsible for the respective cycle (the "Providing Institution");

WHEREAS the Letter of Intent of June 9, 2026 expresses the general intent of MAPA, MOA and IICA regarding the creation of the Hub;

WHEREAS IICA has the institutional competence to provide international technical cooperation to its member states and the capacity to support the administrative and financial management of regional cooperation initiatives, including by hosting technical positions within its own structure;

WHEREAS Decree No. 5,151, of July 22, 2004, establishes the rules and procedures applicable to the execution, by federal public administration bodies and entities, whether direct or indirect, of international technical cooperation instruments with foreign governments and international organizations;

WHEREAS the principles of legality, impersonality, morality, publicity, and efficiency governing public administration, pursuant to Article 37 of the Federal Constitution, apply;

WHEREAS it is advisable to establish an instrument allowing for the progressive accession of other institutions, whether public, private, academic, scientific, or international cooperation institutions, by means of specific work plans, without the need to renegotiate the general terms agreed herein;

HEREBY RESOLVE to enter into this Technical Cooperation Agreement (the “Agreement” or “ACT”), subject to the clauses and conditions set forth below:

FIRST CLAUSE – PURPOSE

1.1. This Agreement has as its purpose to establish the general legal, institutional, and operational bases for technical cooperation between MAPA and IICA, defining the principles, governance, procedures for the accession of other institutions, and the mechanisms for the implementation, monitoring, funding, and evaluation of the cooperation activities to be further detailed through Biennial Work Plans and Accession Instruments, with an initial focus on the structuring and implementation of the Sustainable Agriculture Hub of the Americas.

1.2. This Agreement neither exhausts nor replaces the Letter of Intent of June 9, 2026, to which it is added as an instrument for the further legal development and detailing of the bilateral MAPA–IICA cooperation, with MOA remaining as the partner for the Guyana strand within the scope of that instrument and of the work plans to be executed.

SECOND CLAUSE – LEGAL BASIS

2.1. This Agreement is grounded, among other applicable provisions, in Decree No. 5,151, of July 22, 2004; the Convention on the Inter-American Institute for Cooperation on Agriculture, promulgated by Decree No. 86,365, of September 15, 1981; the Brazil–IICA Basic Agreement on Privileges and Immunities and Institutional Relations, promulgated by Decree No. 361, of December 10, 1991; and the regulatory powers of MAPA.

THIRD CLAUSE – OBJECTIVES

3.1. General objective:

To strengthen technical cooperation between the Parties in order to accelerate the transfer and adaptation of technologies, strengthen scientific capacities, and promote innovative solutions for tropical agricultural systems, with an emphasis on the Caribbean region.

3.2. Specific objectives:

- a) to consolidate the Hub as a regional platform for technical cooperation, science, technology, and agricultural innovation;
- b) to enable the selection, designation, and funding of technical professionals to work with the Hub and with other cooperation initiatives arising from this Agreement;
- c) to strengthen institutional coordination among MAPA, Embrapa, IICA, and other regional partners, including Guyana's National Agricultural Research and Extension Institute (NAREI), the Caribbean Agricultural Research and Development Institute (CARDI), and the Caribbean Community (CARICOM);
- d) to promote technical capacity-building, knowledge exchange, and the management of sanitary, phytosanitary, and climate-related risks in the region; and
- e) to ensure a stable and replicable mechanism for the accession of new institutions and new thematic strands throughout the term of this Agreement.

FOURTH CLAUSE – AREAS OF COOPERATION

The areas of cooperation covered by this Agreement include, without prejudice to others that may be mutually identified by the Parties:

- a) structuring, governance, and progressive development of the Hub;
- b) research, innovation, and technology transfer for sustainable tropical agriculture;
- c) technical capacity-building and the exchange of knowledge and experience;
- d) food security, productivity, and production diversification;
- e) climate resilience, agricultural risk management, and the sustainable use of natural resources;
- f) agricultural health and the prevention of risks associated with transboundary pests and diseases; and
- g) regional coordination and liaison with Caribbean technical organizations — including CARDI and CARICOM — and with other regions, including the European Union, where relevant.

FIFTH CLAUSE – SUPPLEMENTARY INSTRUMENTS AND ACCESSION OF INSTITUTIONS

5.1. This Agreement does not, by itself, create specific financial or operational obligations, which shall depend on the execution of supplementary instruments.

5.2. The accession of Brazilian or foreign institutions — including, by way of example, Embrapa, NAREI, CARDI, and bodies representing and/or affiliated with MAPA itself — shall take place by means of a specific Accession Instrument, linked to a Biennial Work Plan, which shall set out the purpose, obligations, resources, and governance applicable to the acceding institution, in compliance with the provisions of this Agreement.

5.3. The execution of Accession Instruments does not alter the obligations of MAPA and IICA to one another, nor does it entail joint and several liability between them for acts exclusively

attributable to the acceding institution, except as otherwise provided in the respective Accession Instrument.

5.4. The Accession Instruments may provide for the technical and strategic subordination of designated professionals or teams to the Providing Institution responsible for the respective cycle and to MAPA, concurrently with the administrative, contractual, and financial management under each Party's responsibility, as further detailed in the applicable instrument.

5.5. The accession of new institutions, as well as the incorporation of new thematic strands, shall not require renegotiation of the general clauses of this Agreement, but shall depend on the execution of an Accession Instrument and, where applicable, a specific Work Plan, preceded by its own administrative process, which shall include, as applicable, a demonstration of the public interest, verification of the institutional competence of those involved, a definition of each party's responsibilities, an indication of budgetary availability or the source of funding where there is a financial impact, the appropriate technical and legal opinions, and the approval or authorization of the competent authorities.

5.6. The status of Providing Institution is neither exclusive nor permanent and may vary with each Biennial Work Plan, in keeping with the cross-cutting nature of the Hub referred to in the Recitals of this Agreement, subject to the interests of MAPA and IICA and to the selection process set forth in item 7.5 of the Seventh Clause.

5.7. This agreement does not, by itself, authorize the selection, designation, hiring, secondment, or funding of any professional, nor the transfer or management of financial resources; any such act should require the prior execution of the corresponding Accession Instrument or Biennial Work Plan, duly supported by technical, budgetary, and legal review.

SIXTH CLAUSE – OBLIGATIONS OF THE PARTICIPANTS

6.1. Within the scope of its powers, MAPA shall:

- a) designate focal points and representatives to monitor the execution of this Agreement and its supplementary instruments;
- b) approve, jointly with IICA, the Biennial Work Plans and the Accession Instruments arising therefrom;
- c) liaise with other federal public administration bodies, when necessary for the execution and performance of the supplementary instruments; and
- d) contribute, as applicable and subject to the budgetary availability of the relevant departments, technical, human, or financial resources for the execution of the agreed activities, with no provision for the direct transfer of funds, applicable, where appropriate, for example to travel and specific actions.

6.2. Within the scope of its powers, IICA shall:

- a) designate focal points and representatives to monitor the execution of this Agreement and its supplementary instruments;

- b) approve, jointly with MAPA, the Biennial Work Plans and the Accession Instruments arising therefrom;
- c) liaise with other federal public administration bodies, when necessary for the execution and performance of the supplementary instruments; and
- d) contribute, as applicable and subject to the budgetary availability of the relevant departments, technical, human, or financial resources for the execution of the agreed activities, with no provision for the direct transfer of funds, applicable, where appropriate, for example to travel and specific actions.

6.3. Failure by either Participant to comply with the obligations set forth in this Clause shall be subject to the dispute resolution mechanisms provided for in the Fifteenth Clause, without prejudice to the adoption of corrective measures within the Steering Committee referred to in the Eighth Clause.

SEVENTH CLAUSE – BIENNIAL WORK PLANS

7.1. The implementation of the cooperation activities arising from this Agreement shall be further detailed through Biennial Work Plans, prepared jointly by MAPA and IICA and, where applicable, by the acceding institutions.

7.2. Each Biennial Work Plan shall contain, at a minimum:

- a) specific objectives and expected results;
- b) activities, outputs, and monitoring indicators;
- c) an implementation schedule;
- d) the responsibilities of each institution involved;
- e) the resources required and the means of mobilizing and managing them financially;
- f) mechanisms for follow-up, monitoring, and evaluation; and
- g) a term of two years, renewable for a single equal period, subject to a prior joint evaluation of the results achieved.

7.3. The first Biennial Work Plan shall have as its purpose the initial structuring of the Hub and the selection, designation, and funding of the technical professional referred to in item “b” of the Third Clause, by means of a specific instrument to be executed among MAPA, IICA, and Embrapa, in its capacity as the Providing Institution for this first cycle.

7.4. Subsequent Biennial Work Plans may incorporate new areas, activities, or acceding institutions by the simple signature of the respective plan by the parties involved, provided the applicable requirements set forth in item 5.5 have been observed, without the need to renegotiate the general clauses of this Agreement, and MAPA itself may act as Providing Institution and designate its own professionals, in keeping with the cross-cutting nature of the Hub.

7.5. Both parties agree that the accession of new institutions or areas will be conditional upon compliance with the new procedural requirements established in clause 5.5.



7.6. For each Biennial Work Plan, the Providing Institution responsible for designating the technical professional shall conduct an internal selection process, in partnership with the local government pertinent to the respective cycle (in the case of the first cycle, the Government of Guyana) and in coordination with MAPA and IICA. At the conclusion of the internal selection process, the Providing Institution shall submit to MAPA and IICA a shortlist of three candidates, and it shall fall to the two of them jointly to choose the candidate best suited for designation, in accordance with the technical criteria established in the respective Accession Instrument and the requirement of broad disclosure referred to in the Tenth Clause.

EIGHTH CLAUSE – GOVERNANCE

8.1. A Steering Committee is hereby established, to be formalized by its own act of MAPA's Executive Secretariat, which shall preside over it; the Committee shall be composed of two representatives appointed by MAPA's Executive Secretariat and two representatives appointed by IICA's Directorate General or whoever he designates to do so, and it shall be the Committee's responsibility to:

- a) monitor the execution of this Agreement and its supplementary instruments;
- b) approve the Biennial Work Plans and their revisions;
- c) define, in advance, the selection process for the technical professionals who will work with the Hub;
- d) select the professional for each existing technical position from a shortlist of three candidates, in accordance with the process defined in the preceding item;
- e) resolve matters of strategic coordination among the institutions involved; and
- f) recommend the execution of new Accession Instruments.

8.2. Each supplementary instrument may provide for the establishment of Technical Committees or specific working groups, with representation from the acceding institutions, for the operational follow-up of the respective activities.

8.3. The Parties shall designate focal points for institutional coordination and the exchange of information relating to the execution of this Agreement, in line with Clause 9 of the Letter of Intent of June 9, 2026.

NINTH CLAUSE – RESOURCE MANAGEMENT, FUNDING, AND BUDGET ALLOCATION

9.1. The financial resources necessary for the execution of the activities provided for in this Agreement and its supplementary instruments may be contributed by the Parties, by the acceding institutions, or by third parties.

9.2. No financial obligation, commitment of resources, or transfer of funds shall arise from this Agreement.



9.3. This Agreement, by itself, does not entail the transfer of financial resources between MAPA and IICA, and the expenses of each Participant shall be borne by its own budget allocations or funding sources

TENTH CLAUSE – PERSONNEL, TECHNICAL SPECIALISTS, AND THE PROHIBITION OF EMPLOYMENT RELATIONSHIPS

10.1. The designation of professionals, specialists, or technical teams to work on the activities arising from this Agreement shall follow the selection process set forth in item 7.5 of the Seventh Clause — an internal selection process conducted by the Providing Institution of each cycle, the formation of a shortlist of three candidates, and joint selection by MAPA and IICA — with the institutional autonomy of each Providing Institution over its own internal selection procedures being preserved.

10.2. The designated professionals shall not have, by reason of the execution of this Agreement, any employment, statutory, or other relationship with IICA, MAPA, or the Providing Institution beyond that already existing with their institution of origin, or that specifically established in the contractual instrument executed with IICA for purposes of administrative management, pursuant to the Ninth Clause.

10.3. This Agreement does not create, for either Participant, any employment, functional, statutory, or other relationship with the personnel, agents, or collaborators used by the other Participant in the execution of the agreed activities, and each Participant shall bear full responsibility for the payment of the labor, social security, tax, insurance, and commercial charges arising from its respective activities, with no joint and several liability between the Participants in this regard.

ELEVENTH CLAUSE – INTELLECTUAL PROPERTY

11.1. The information and knowledge derived from original works produced under this Agreement shall be considered public goods, and their fair use under Creative Commons licenses is encouraged, except where a specific restriction is provided for in a supplementary instrument.

11.2. The Parties and the acceding institutions may, jointly or separately, make available to the scientific and technical community the information and data derived from the actions carried out under this cooperation, through the means they may agree upon.

TWELFTH CLAUSE – CONFIDENTIALITY

12.1. Information classified as “confidential,” at the request of any of the signatory parties to a supplementary instrument, shall be treated as such and may not be disclosed, in whole or in part, without prior consent.

12.2. Each Party shall employ the mechanisms provided for in its internal rules for the control, protection, and safeguarding of confidential content, which shall belong exclusively to its author.

THIRTEENTH CLAUSE – PREVENTION OF PROHIBITED PRACTICES, FRAUD, AND CORRUPTION

Each Party has mechanisms for the prevention, detection, reporting, and sanctioning of prohibited practices, fraud, and corruption as part of its governance best practices, and maintains a zero-tolerance policy toward such practices, applicable to its personnel and to the individuals and legal entities with which it engages in the activities arising from this Agreement.

FOURTEENTH CLAUSE – PROTECTION OF PERSONAL DATA

Each Party shall observe its respective personal data protection policy in the execution of the activities arising from this Agreement, undertaking to adopt appropriate measures to prevent the improper handling of any personal data to which it has access, in compliance, as applicable, with Law No. 13,709, of August 14, 2018 (General Law for the Protection of Personal Data). For this purpose, IICA makes available the address data.protection@iica.int, and the other acceding institutions shall indicate their respective channels in a supplementary instrument.

FIFTEENTH CLAUSE – DISPUTE RESOLUTION

15.1. Any dispute between the Parties concerning the interpretation, application, or execution of this Agreement shall preferably be resolved through direct mutual understanding between the Parties, within thirty business days from the written notification of the dispute.

15.2. Should the dispute persist, the Parties shall submit unconditionally and irrevocably to arbitration, in accordance with, as applicable to relations between a federal public administration entity and an international organization, Law No. 9,307, of September 23, 1996, through an Arbitral Committee composed of one arbitrator appointed and funded by each Party and a third arbitrator, who shall chair the Committee, chosen by mutual agreement between the appointed arbitrators.

15.3. The Parties shall determine, by mutual agreement and in writing, the seat, language, and procedural rules of the arbitration, and may adopt, on a subsidiary basis, the UNCITRAL Arbitration Rules or those of another internationally recognized arbitral institution.

15.4. The decision of the Arbitral Committee shall be final, not subject to appeal, and binding upon the Parties, without prejudice to any privileges and immunities that may be applicable to IICA as an international organization, to be assessed if and when an actual case arises.

15.5. Absent an agreement under item 15.3 within ninety days from the constitution of the Arbitral Committee, the arbitration shall be seated in Brasília, Brazil or a neutral venue to be defined, conducted in Portuguese and English, and governed on a subsidiary basis by the UNCITRAL arbitration rules.



SIXTEENTH CLAUSE – TERM

16.1. This Agreement shall enter into force on the date of its signature and shall remain in effect for five years and may be extended for equal and successive periods by means of an Amendment, following a joint review of the results achieved, with at least three months' notice prior to the expiration of its term.

SEVENTEENTH CLAUSE – AMENDMENT

17.1. This Agreement may be amended at any time by means of an Amendment signed by the Parties, except with respect to its purpose, which may not be distorted.

17.2. The Biennial Work Plans and the Accession Instruments may be amended by their own instrument, independently of any amendment to this Agreement, provided that they do not conflict with its general clauses.

EIGHTEENTH CLAUSE – TERMINATION, RESCISSION, AND EXPIRATION

18.1. Either Party may terminate this Agreement at any time by written notice to the other Party, with at least thirty days' prior notice.

18.2. This Agreement may also be rescinded at any time by mutual consent of the Parties (termination agreement) or, for cause, on account of a breach of its clauses by either Party, in which case the defaulting Party shall be notified to remedy the irregularity within a reasonable period, under penalty of rescission.

18.3. The termination, rescission, or expiration of this Agreement, for any reason, shall not affect the completion of the Biennial Work Plans and Accession Instruments then in progress, which shall continue to be governed by their own terms until their final expiration, unless otherwise agreed among all the parties involved in the respective instrument.

18.4. The provisions relating to intellectual property, confidentiality, protection of personal data, and dispute resolution shall survive the expiration of this Agreement, for the period and to the extent necessary to protect the interests of the Parties.

NINETEENTH CLAUSE – PUBLICATION

19.1. An extract of this Agreement shall be published in the Federal Official Gazette (Diário Oficial da União) as a condition of its effectiveness, pursuant to Decree No. 5,151, of 2004, and the related rules applicable to international technical cooperation instruments, including the procedures necessary for publication in accordance with IICA's internal rules.

19.2. The same procedure and the same condition of effectiveness shall apply to the Accession Instruments and other supplementary instruments, when required by the legislation applicable to the Brazilian Participant involved.

TWENTIETH CLAUSE – LEGAL NATURE

20.1. This Agreement expresses the mutual institutional commitment of the Parties and creates legal obligations under the terms established herein, without prejudice to its being subject, as regards its execution by IICA, to the applicable internal institutional approval procedures.

20.2. Without prejudice to the publication referred to in the Nineteenth Clause, the Parties may give institutional publicity to this Agreement and its supplementary instruments, in accordance with their respective internal communication and transparency rules.

TWENTY-FIRST CLAUSE – GENERAL PROVISIONS

21.1. IICA has a policy for the prevention of money laundering and the financing of terrorism, compliance with which is mandatory for all individuals and legal entities that carry out any activities for or on behalf of IICA.

21.2. Each Party to the Agreement agrees to acknowledge the contributions of the others to the implementation of the agreed activities, in publications, reports, informational materials, messages, and other means used to disseminate information about such activities.

21.3. Any document bearing the name or logo of IICA that is published as part of a special project, joint project, research project, or any other activity shall comply with IICA's rules and regulations governing publications.

21.4. This Agreement is signed in Portuguese and in English, both texts being equally authentic; in the event of any divergence in interpretation between the versions, the Portuguese text shall prevail for purposes of application within Brazilian territory.

21.5. All correspondence and supplementary instruments relating to this Agreement shall be recorded and processed by MAPA through its Electronic Information System (SEI), without prejudice to IICA's own document management systems.

21.6. This Agreement revokes and replaces, to the extent of any incompatibility, prior understandings between the Parties on the same subject matter, with the exception of the Letter of Intent of June 9, 2026, which remains in force as the initial instrument of dialogue between MAPA and IICA.

21.7. Any matters not expressly provided for herein shall be resolved by mutual agreement between the Parties, through the Steering Committee referred to in the Eighth Clause, in accordance with the general principles of law and the good faith that guide international technical cooperation.

21.8. Neither Party shall be liable for any delay or default in the performance of obligations arising from this Agreement when resulting from an act of God or force majeure, understood as unforeseeable and unavoidable events beyond its control, and the affected Party shall notify the other Party of the fact as soon as possible and take appropriate measures to minimize the effects of the event.



21.9 Nothing conferred in the present Agreement, or related to same, is to be considered an express or tacit renunciation of the immunities and privileges, exonerations and benefits enjoyed by IICA and its personnel in accordance with international law, treaties or international agreements or the national legislation of its Member States.

21.10. This Agreement, in and of itself, does not authorize the contracting, appointment, funding, or transfer or management of resources (aspects that will be subject to the signing of future instruments).

IN WITNESS WHEREOF, the Parties, being thus in agreement, sign this instrument in two counterparts of equal content and form.

Place and date: San José, Costa Rica. July 22st, 2026.

MINISTRY OF AGRICULTURE AND LIVESTOCK OF THE
FEDERATIVE REPUBLIC OF BRAZIL
Cleber Oliveira Soares - Executive Secretary / Vice-Minister

INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE
Dr. Muhammad Ibrahim – Director General

WITNESSES:

1. _____
Name:
ID/Tax No. (CPF):

2. _____
Name:
ID/Tax No. (CPF):