MENSAGEM Nº 671

Senhores Membros do Senado Federal,

Nos termos do art. 52, incisos V, VII e VIII, da Constituição, proponho a Vossas Excelências seja autorizada a contratação de operação de crédito externo, com a garantia da República Federativa do Brasil no valor de US$ 135,238,245.00 (cento e trinta e cinco milhões, duzentos e trinta e oito mil, duzentos e quarenta e cinco de dólares dos Estados Unidos da América), entre o Município do Rio de Janeiro, Estado do Rio de Janeiro, e o Banco Internacional para Reconstrução e Desenvolvimento - BIRD, cujos recursos destinam-se ao Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II, no âmbito do Plano de Promoção do Equilíbrio Fiscal (PEF) do Município, de conformidade com a inclusa Exposição de Motivos do Senhor Ministro de Estado da Fazenda.

Brasília, 5 de dezembro de 2023.

EM nº 00154/2023 MF

Brasília, 29 de Novembro de 2023

Senhor Presidente da República,

1. O Excelentíssimo Senhor Prefeito do Município do Rio de Janeiro requereu a este Ministério a garantia da República Federativa do Brasil para contratação de operação de crédito externo a ser celebrada com o Banco Internacional para Reconstrução e Desenvolvimento (BIRD), no valor de US$ 135.238.245,00, cujos recursos serão destinados ao Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II, no âmbito do Plano de Promoção do Equilíbrio Fiscal (PEF) do Município.

2. A Constituição Federal de 1988 estabeleceu meios de controle, pelo Senado Federal, das operações financeiras externas de interesse da União, dos Estados, do Distrito Federal e dos Municípios, consoante o artigo 52, incisos V, VII e VIII, tendo a Câmara Alta disciplinado a matéria mediante a Resolução nº 48, de 21 de dezembro de 2007, e alterações, e a Resolução nº 43, de 2001, e alterações, todas do Senado Federal.

3. O Programa foi identificado como passível de obtenção de financiamento externo pela Comissão de Financiamentos Externos - COFIEX, de que trata o Decreto nº 9.075, de 6 de junho de 2017.

4. A Secretaria do Tesouro Nacional prestou as devidas informações sobre as finanças externas da União, bem como analisou as informações referentes ao Mutuário, manifestando-se favoravelmente ao oferecimento da garantia da República Federativa do Brasil à referida operação de crédito, haja vista que o mutuário cumpre os requisitos legais para ambos.

5. A seu turno, a Procuradoria-Geral da Fazenda Nacional pronunciou-se pela legalidade das minutas contratuais e pela regularidade na apresentação dos documentos requeridos na legislação, visando ao encaminhamento do processo ao Senado Federal para fim de autorização da operação de crédito em tela, bem como à concessão de garantia por parte da União, ressalvando que, previamente à assinatura dos instrumentos contratuais, deve ser verificado o cumprimento substancial das condições de efetividade do contrato de empréstimo, o disposto na Portaria Normativa MF nº 500, de 2 de junho de 2023 (adimplência do ente), bem como seja formalizado o contrato de contragarantia.

6. Em razão do acima exposto, dirijo-me a Vossa Excelência para solicitar o envio de Mensagem ao Senado Federal a fim de submeter à apreciação daquela Casa o pedido de contratação e de concessão da garantia da União ao Ente em tela referente à operação financeira descrita nesta Exposição de Motivos, observadas as ressalvas acima.

Respeitosamente,

Assinado eletronicamente por: Dario Carnevalli Durigan

17944.104549/2023-10

PRESIDÊNCIA DA REPÚBLICA
Casa Civil

OFÍCIO Nº 938/2023/CC/PR

Brasília, *na data da assinatura digital.*

A Sua Excelência o Senhor
Senador Rogério Carvalho
Primeiro Secretário
Senado Federal Bloco 2 – 2º Pavimento
70165-900 Brasília/DF

Assunto: Crédito externo.

Senhor Primeiro Secretário,

Encaminho Mensagem do Senhor Vice-Presidente da República, no exercício do cargo de Presidente da República, relativa à proposta para que seja autorizada a contratação de operação de crédito externo, com a garantia da República Federativa do Brasil no valor de US$ 135,238,245.00 (cento e trinta e cinco milhões, duzentos e trinta e oito mil, duzentos e quarenta e cinco de dólares dos Estados Unidos da América), entre o Município do Rio de Janeiro, Estado do Rio de Janeiro, e o Banco Internacional para Reconstrução e Desenvolvimento - BIRD, cujos recursos destinam-se ao Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II, no âmbito do Plano de Promoção do Equilíbrio Fiscal (PEF) do Município.

Atenciosamente,

RUI COSTA
Ministro de Estado

Documento assinado eletronicamente por **Rui Costa dos Santos**, **Ministro de Estado da Casa Civil da Presidência da República**, em 06/12/2023, às 19:03, conforme horário oficial de Brasília, com fundamento no § 3º do art. 4º, do [Decreto nº 10.543, de 13 de novembro de 2020](#).

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<u>DOCUMENTOS PARA O SENADO</u>

MUNICÍPIO DO RIO DE JANEIRO/RJ
X
BIRD

Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II

PROCESSO SEI/ME N° 17944.104549/2023-10

PARECER SEI Nº 4783/2023/MF

Parecer Público. Ausência de informação classificada como de acesso restrito pelos artigos 23 e 31 da Lei n° 12.527, de 18 de novembro de 2011 – LAI.

Operação de crédito externo, com garantia da União, a ser celebrada entre Município do Rio de Janeiro - RJ e o Banco Internacional para Reconstrução e Desenvolvimento (BIRD), no valor de US$ 135.238.245,00, cujos recursos serão destinados ao Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II.

Operação no âmbito do Plano de Promoção do Equilíbrio Fiscal (PEF).

Operação sujeita à autorização do Senado Federal. Constituição Federal, art. 52, incisos V e VII; Decreto-lei nº 1.312, de 1974; Decreto-lei nº 147, de 1967; Lei Complementar nº 101, de 4 de maio de 2000; Resoluções do Senado Federal nºs 48, de 2007, e 43, de 2001, ambas com alterações.

Processo SEI nº 17944.104549/2023-10

I

1. Sob análise desta Procuradoria-Geral da Fazenda Nacional - PGFN proposta de celebração de operação de crédito externo, com garantia da República Federativa do Brasil, para exame e parecer das minutas contratuais que antecede a análise autorizativa do Senado Federal de que trata o art. 52, inciso V, da Constituição da República, com as seguintes características:

MUTUÁRIO: Município do Rio de Janeiro - RJ;

MUTUANTE: Banco Internacional para Reconstrução e Desenvolvimento (BIRD);

GARANTIDOR: República Federativa do Brasil;

NATUREZA DA OPERAÇÃO: empréstimo externo;

VALOR: até US$ 135.238.245,00 de principal;

FINALIDADE: financiamento parcial do Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II.

2. Preliminarmente, cumpre-nos informar que a presente manifestação restringe-se às questões estritamente jurídicas, nos termos do art. 11, incisos V e VI, alínea “a”, combinado com o art. 13 da Lei Complementar nº 73, de 1993, e do Enunciado de Boa Prática Consultiva CGU/AGU nº 07, de modo que não alcança aspectos de natureza técnica e os ligados à conveniência e oportunidade dos gestores, partindo-se da premissa, em relação aos aspectos de natureza técnica, de que foram analisados adequadamente pelo(s) agente(s) público(s) competente(s).

3. Juridicamente, importa observar que as formalidades prévias à contratação são aquelas prescritas na Constituição Federal; no Decreto-Lei nº 1.312, de 15 de fevereiro de 1974; na Lei Complementar nº 101, de 4 de maio de 2000; na versão atualizada das Resoluções do Senado Federal nº 43, consolidada e republicada em 10 de abril de 2002, e nº 48, de 21 de dezembro de 2007; na Portaria nº 497, de 27 de agosto de 1990, alterada pela Portaria nº 650, de 1º de outubro de 1992, ambas do então Ministro da Economia, Fazenda e Planejamento (MEFP), como se acham em vigor; na Portaria Normativa MF nº 500 de 2 de junho de 2023; e nos demais dispositivos legais e regulamentares pertinentes.

II

<u>Análise da STN</u>

4. A Secretaria do Tesouro Nacional – STN/MF emitiu o Parecer SEI nº 4590/MF, de 14/11/2023(SEI nº 38475631). No referido Parecer constam (a) a verificação dos limites e condições para contratação da operação de crédito; (b) a análise dos requisitos legais e normativos referentes à concessão da garantia da União; e (c) as informações relativas aos riscos para o Tesouro Nacional.

5. No tocante à verificação dos limites e condições para contratação da operação de crédito e para a concessão de garantia pela União, em conformidade com o parágrafo 6º do art. 32 da Lei de Responsabilidade Fiscal ("LRF") e Portaria Normativa MF nº 500, de 02/06/2023, estabeleceu a STN o prazo de **270 (duzentos e setenta) dias**, contados a partir de 14/11/2023, para validade da análise daquela Secretaria (limites e condições para contratação da operação de crédito e para a concessão de garantia pela União).

6. Segundo informa a STN, o Chefe do Poder Executivo do Ente prestou informações e apresentou a documentação necessária por meio eletrônico, em 27 de outubro de 2023 (Docs SEI nº 38247437 e 38247847), ressaltando-se, ainda, a apresentação dos seguintes documentos: (a) Resolução da Comissão de Financiamentos Externos (Doc SEI nº 37468057), (b) Decreto Legislativo nº 1.587, de 3 de novembro de 2022, que autoriza a operação (Doc SEI nº 37468084); e (c) Certidão do Tribunal de Contas competente (Doc SEI nº 37972390).

7. O mencionado Parecer SEI nº 4590/MF concluiu no seguinte sentido:

> ***IV. CONCLUSÃO***
>
> *37. Tomando-se por base os dados da documentação constante dos autos e a análise efetuada ao longo deste Parecer, considera-se que o ente **CUMPRE** os requisitos legais e normativos necessários, à realização de operação de crédito, com garantia da União, no âmbito do Plano de Promoção do Equilíbrio Fiscal (PEF) de que trata a LC nº 178/2021.*
>
> *38. Considerando o disposto no § 1º do art. 2º da Portaria MF nº 500, de 02/06/2023, o prazo de validade da verificação de limites e condições para contratação da operação de crédito e para a concessão de garantia pela União é de **270 (duzentos e setenta) dias**, contados a partir de 14/11/2023. Entretanto, caso a operação não seja contratada até 31/12/2023 e o referido prazo de validade esteja vigente, será necessária análise complementar desta STN, no que couber, nos termos do § 2º do art. 2º da Portaria MF nº 500, de 02/06/2023.*

39. Encaminhe-se o presente pleito para manifestação conclusiva da Secretária do Tesouro Nacional acerca da concessão de garantia pela União à presente operação de crédito.

<u>Aprovação do projeto pela COFIEX</u>

8. Foi autorizada a preparação do Projeto pela Comissão de Financiamentos Externos – COFIEX, por meio da Resolução COFIEX n° 5, de 9 de maio de 2023 (SEI 37468057).

<u>Existência de autorização legislativa para a contratação de operação de crédito externo e oferta de contragarantia à garantia a ser prestada pela União</u>

9. O Decreto Legislativo nº 1.587, de 3 de novembro de 2022 (Doc SEI nº 37468084), autorizou o Poder Executivo a contratar a presente operação de crédito e a vincular, como contragarantias à garantia da União, as cotas de repartição constitucional previstas nos artigos. 158 e 159, inciso I, alíneas *b*, *d* e *e*, complementadas pelas receitas tributárias estabelecidas no art. 156, nos termos do § 4º do art. 167, todos da Constituição Federal, bem como outras garantias em direito admitidas.

10. Conforme análise realizada pela Coordenação-Geral de Haveres Financeiros – COAFI/STN, e informada à Coordenação-Geral de Operações de Crédito de Estados e Municípios - COPEM/STN, mediante o Ofício SEI n° 59979/2023/MF, de 13/11/2023 (SEI 38473171, fls. 06-08), as contragarantias oferecidas pelo ente foram consideradas suficientes para ressarcir a União, caso esta venha a honrar compromisso na condição de garantidora da operação.

11. Em cumprimento ao art. 40, §1^{o}, da LRF, o Ente deverá assinar contrato de contragarantia com a União previamente à concessão da garantia.

<u>Situação de adimplência do Ente e regularidade em relação ao pagamento de precatórios</u>

12. A situação de adimplência do Ente, bem como a regularidade em relação ao pagamento de precatórios, deverão estar comprovadas por ocasião da análise jurídica para fim de assinatura do contrato, conforme determinam o art. 25, IV, *a*, c/c o art. 40, §2º, ambos da LRF, o art. 10, §4º, da Resolução nº 48, de 2001, bem como a Portaria Normativa nº 500, de 2 de junho de 2023.

<u>Requisitos legais próprios do Plano de Promoção do Equilíbrio Fiscal</u>

13. A LC n° 178/2021, ao instituir o PEF e disciplinar as operações de crédito autorizadas durante sua vigência, dispensou, em seu art. 30, os requisitos legais exigidos para a contratação de operações de crédito e para a concessão de garantia, inclusive aqueles dispostos na Lei Complementar n° 101, de 04/05/2000 (Lei de Responsabilidade Fiscal – LRF). A garantia da União está autorizada em tais operações está autorizada pelo art. 3º, § 3º, inciso II, e pelo art. 17, inciso III, do mesmo diploma legal.

14. No mesmo sentido, a Resolução do Senado Federal (RSF) n° 15, de 2021, estabelece que as operações de crédito a serem realizadas no âmbito do PEF não se sujeitam à observância dos requisitos de que tratam as RSF n° 40 e 43, de 2001, e n° 48, de 2007.

15. Permanecem aplicáveis, contudo, as exigências que decorrem do comando constitucional (art.167-A), bem como aquelas previstas nos incisos I a V do § 1° do artigo 32 da LRF, além da necessária análise da suficiência das contragarantias oferecidas à garantia da União.

16. O Município teve seu PEF aprovado pela STN em 20 de dezembro de 2021, conforme descrito na Nota Técnica SEI nº 2779/2023/MF, de 01/11/2023 (SEI 38368909, fl. 03), passando o ente, então, a estar sujeito ao disciplinamento instituído pela LC n° 178/2021, pelo Decreto n° 10.819/2021, e pelos demais normativos infralegais que regem a matéria.

17. Ademais, em atenção ao disposto no art. 14, do Decreto 10.819/2021, que trata do cronograma de liberações de recursos das operações de crédito contratadas no âmbito do PEF, informa a STN no já referido Parecer 4590/MF, que o contrato de empréstimo atende a exigência legal, eis que o desembolso dos recursos se faz em tranche única, mediante anuência do Garantidor (seção II, do Anexo 1, *"Availability of Loan Proceeds"*, itens B e C (SEI 37776433, fls. 14-15).

Parecer Jurídico da Procuradoria-Geral do Mutuário

18. Para fim do disposto na Portaria MEFP nº 497, de 1990, alterada pela Portaria MEFP nº 650, de 1º de outubro de 1992, a Procuradoria-Geral do Município emitiu a Manifestação Técnica PG/CAE/001/2023/ACS, de 24 de outubro de 2023 (SEI 38693410), onde concluiu que *"as obrigações das minutas dos instrumentos contratuais negociados, relativos aos contratos de empréstimo e garantia da União (fls. 15-31) de que trata o presente feito (Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro - Etapa II - Rio Sustentável), são legais e exequíveis, confirmando que esta d. Procuradoria-Geral do Município do Rio de Janeiro conhece o aludido acordo e concorda com seus termos"*.

Cumprimento das condições de efetividade do contrato de empréstimo

19. Com relação a este item, a STN afirmou que:

> 26. As condições de efetividade do contrato a serem observadas estão discriminadas no artigo IX das Condições Gerais (SEI 37776434, fls. 28-29) e no artigo V do Contrato de Empréstimo (SEI 37776433, fl. 10). O ente da Federação terá um prazo de 120 dias a partir da assinatura do contrato para cumprir as condições de efetividade, conforme cláusula 5.02 do Contrato de Empréstimo (SEI 37776433, fl. 10).
> 27. Registre-se que o Governo Federal exige que as instituições credoras de operações de crédito externo de entes subnacionais informem o cumprimento substancial das condições de efetividade cabíveis e aplicáveis, por parte dos mutuários, como condicionante à assinatura dos contratos. Tal exigência minimiza os riscos para o Tesouro Nacional, uma vez que possibilita ao mutuário iniciar a execução do projeto logo após a formalização do contrato de empréstimo e, com isso, não incorrer em pagamento desnecessário de comissão de compromisso.

20. Cumpre registrar, aqui, que as condições de desembolso passíveis de cumprimento e, portanto, exigíveis antes da assinatura do contrato de garantia em questão, são apenas as condições **especiais** de efetividade, conforme estipuladas na Cláusula 5.01 das Disposições Especiais do contrato de empréstimo externo (SEI 37776433, fl. 10).

Tradução das minutas contratuais

21. Foi juntada ao processo a tradução das minutas contratuais negociadas, bem como das Normas Gerais da instituição financeira, conforme consta no Do SEI nº 38699767.

Registro de Operações Financeiras do Registro Declaratório Eletrônico (ROF/RDE)

22. A operação de crédito sob análise está inscrita no Registro de Operações Financeiras do Registro Declaratório Eletrônico (ROF/RDE) n° TB139957 (SEI 37972516).

III

23. O empréstimo será concedido pelo Banco Internacional para Reconstrução e Desenvolvimento (BIRD), organismo internacional do qual o País faz parte, e as cláusulas estipuladas são as usualmente utilizadas por esse organismo, conforme consta das Minutas do Contrato de Empréstimo, das Normas Gerais e do Contrato de Garantia (Doc SEI nº 37776433 e 37776434).

24. Foi, no mais, observado o disposto no art. 8º, da Resolução nº 48/2007, do Senado Federal, que veda disposição contratual de natureza política, atentatória à soberania nacional e à ordem pública, contrária à Constituição e às leis brasileiras, bem assim que implique compensação automática de débitos e créditos.

25. O mutuário é o Município do Rio de Janeiro - RJ , pessoa jurídica de direito público interno, a quem incumbe praticar os atos de natureza financeira previstos contratualmente. Compete-lhe, ainda, fazer constar, oportunamente, em suas propostas orçamentárias, os recursos necessários ao pagamento dos compromissos assumidos.

26. A concessão da garantia da União para a operação de crédito em exame depende de autorização do Senado Federal, nos termos do disposto no art. 52, inciso V, da Constituição Federal, pelo que se propõe o encaminhamento do assunto à consideração do Senhor Ministro de Estado da Fazenda para que, entendendo cabível, encaminhe a matéria para exame do Senado Federal, sob a ressalva de que, previamente à assinatura dos instrumentos contratuais, sejam tomadas as seguintes providências: (a) seja verificado o cumprimento substancial das condições de efetividade do contrato de empréstimo; (b) seja verificado o cumprimento do disposto na Portaria Normativa MF nº 500, de 02/06/2023 (adimplência do Ente); e (c) seja formalizado o respectivo contrato de contragarantia entre o Mutuário e a União.

É o parecer.

À consideração superior.

Brasília, na data da assinatura eletrônica.

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FABIOLA INEZ GUEDES DE CASTRO SALDANHA

Coordenadora-Geral de Operações Financeiras da União

De acordo. Encaminhe-se ao exame do Sr. Subprocurador-Geral da Fazenda Nacional.

Documento assinado eletronicamente

LUIZ HENRIQUE VASCONCELOS ALCOFORADO

Procurador-Geral Adjunto Fiscal e Financeiro

Aprovo o Parecer. Retorne o processo ao Apoio/COF para encaminhamento ao Gabinete do Senhor Ministro da Fazenda, por meio da Secretaria Executiva deste Ministério.

Documento assinado eletronicamente

FABRICIO DA SOLLER

Subprocurador-Geral da Fazenda Nacional

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Referência: Processo nº 17944.104549/2023-10 SEI nº 38687976

PARECER SEI Nº 4590/2023/MF

Parecer Público. Ausência de informação classificada como de acesso restrito pelos artigos 23 e 31 da Lei nº 12.527, de 18 de novembro de 2011, Lei de Acesso à Informação – LAI.

Operação de crédito externo, com garantia da União, entre o município do Rio de Janeiro - RJ e o Banco Internacional para Reconstrução e Desenvolvimento (BIRD), no valor de US$ 135.238.245,00, cujos recursos serão destinados ao Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II.

Operação no âmbito do Plano de Promoção do Equilíbrio Fiscal (PEF).

VERIFICAÇÃO DE LIMITES E CONDIÇÕES PARA CONTRATAÇÃO DE OPERAÇÃO DE CRÉDITO E PARA CONCESSÃO DE GARANTIA PELA UNIÃO.

Processo 17944.104549/2023-10

I. RELATÓRIO

1. Trata o presente Parecer da solicitação feita pelo município do Rio de Janeiro - RJ para a verificação do cumprimento de limites e condições necessários à contratação de operação de crédito externo com garantia da União junto ao Banco Internacional para Reconstrução e Desenvolvimento (BIRD), no valor de US$ 135.238.245,00 (cento e trinta e cinco milhões, duzentos e trinta e oito mil, duzentos e quarenta e cinco dólares dos EUA), a ser realizada com fundamento no inciso III do art. 17 da Lei Complementar (LC) nº 178, de 13/01/2021, no âmbito do Plano de Promoção do Equilíbrio Fiscal (PEF), cujos recursos serão destinados ao Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II. O empréstimo foi desenhado junto ao BIRD na modalidade *Development Policy Financing* (*DPF*, anteriormente referenciada como *Devolopment Policy Loan - DPL*). A operação tem as seguintes características (SEI 37972356, 38363999 e 37776433):

a. **Credor:** Banco Internacional para Reconstrução e Desenvolvimento (BIRD);
b. **Valor da operação:** US$ 135.238.245,00 (cento e trinta e cinco milhões, duzentos e trinta e oito mil, duzentos e quarenta e cinco dólares dos EUA);
c. **Valor da contrapartida:** não há;
d. **Destinação dos recursos:** Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II;
e. **Juros:** SOFR acrescida de *spread* variável divulgado periodicamente pelo BIRD;
f. **Atualização monetária:** variação cambial;
g. **Liberações previstas:** US$ 135.238.245,00 em 2024;
h. **Aportes estimados de contrapartida**: não há;
i. **Prazo de carência:** até 18 meses. A carência definida na minuta contratual é de 12 meses a partir da data de aprovação pelo *Board* do banco, prevista para 16/11/2023. O pagamento das amortizações inicia-se na primeira data de pagamento que ocorrer após transcorrerem os 12 meses, perfazendo, portanto, um total de "até 18 meses". As datas de pagamento selecionadas pelo estado foram 15 de março e 15 de setembro. Dessa forma, para uma data de aprovação pelo *Board* prevista para 16/11/2023, a data do pagamento da primeira amortização será 15/03/2025, e a da última, 15/03/2042, conforme consta da Ata de negociação e da Minuta Contratual negociada (SEI 37776433, fls. 02, 17 e 26-27);
j. **Prazo de amortização:** 204 meses (SEI 37776433, fls. 02, 17 e 26-27);
k. **Prazo total:** até 222 meses (SEI 37776433, fls. 02, 17 e 26-27);
l. **Periodicidade:** semestral;
m. **Sistema de Amortização:** Constante;
n. **Autorização legislativa:** Decreto Legislativo nº 1.587, de 03/11/2022 (SEI 37468084);

o. **Demais encargos e comissões:** Comissão de compromisso (*Commitment charge*) de 0,25% a.a. sobre o saldo não desembolsado; Comissão de abertura (*Front-end fee*) de 0,25% sobre o valor do financiamento; Sobretaxa de exposição (*Exposure surcharge*) do banco ao país de 0,5% a.a. sobre o montante que exceder ao limite de exposição do país, calculada diariamente, nos termos do contrato; Juros de mora (*Default interest rate*) de 0,5% acrescido à taxa de juros da operação, em caso de mora.

2. Nos termos do disposto no Manual para Instrução de Pleitos (MIP), elaborado e publicado por esta Secretaria do Tesouro Nacional (STN) em seu sítio eletrônico, foram remetidos pelo ente da Federação à STN, por meio do canal "Fale Conosco" do Sistema de Análise da Dívida Pública, Operações de Crédito e Garantias da União, Estados e Municípios (SADIPEM), os seguintes documentos:

a. Resolução da Comissão de Financiamentos Externos (COFIEX - SEI 37468057);

b. Autorização legislativa (SEI 37468084);

c. Ofício de pedido para a realização da operação de crédito e para concessão de garantia pela União (SEI 37972356 e SEI 38363999);

d. Declaração do Chefe do Poder Executivo (SEI 38247847); e

e. Certidão do Tribunal de Contas competente (SEI 37972390).

3. Preliminarmente à análise pertinente, cabe tecer algumas considerações sobre o arcabouço legal e normativo que rege o pleito de operação de crédito de que trata este Parecer e a análise necessária para sua contratação.

4. A LC nº 178/2021 (SEI 37776440), ao instituir o PEF e disciplinar as operações de crédito autorizadas durante sua vigência, dispensou, em seu artigo 30, inciso III e parágrafo único, os requisitos legais exigidos para a contratação de operações de crédito e para a concessão de garantia, inclusive aqueles dispostos na Lei Complementar nº 101, de 04/05/2000 (Lei de Responsabilidade Fiscal – LRF). Além disso, conforme disposto no art. 3º, § 3º, inc. II da referida LC, existe a previsão de que operações autorizadas no PEF poderão contar com a garantia da União, cuja concessão é autorizada pelo inciso III do art. 17 da mesma Lei.

5. A Resolução do Senado Federal (RSF) nº 15, de 2021, por sua vez, estabelece que as operações de crédito a serem realizadas no âmbito do PEF não se sujeitam à observância dos requisitos de que tratam as RSF nº 40 e nº 43, ambas de 2001, e nº 48, de 2007.

6. Conforme orientações aplicáveis da Procuradoria-Geral da Fazenda Nacional (PGFN) nos Pareceres PGFN/CAF/Nº 1196/2017 (SEI 38010376) e PGFN/CAF/Nº 584/2017 (SEI 38010423), que trataram das operações no âmbito da LC nº 159/2017 e da LC nº 156/2016, mas cujas conclusões podem ser estendidas às operações do PEF, embora a LC nº 178/2021 tenha afastado os requisitos legais para a contratação das operações de crédito e para a concessão de garantia da União, permanece necessária a verificação das exigências que têm origem na Constituição Federal, como aquelas constantes dos incisos I a V do § 1º do artigo 32 da LRF, bem como permanece necessária a análise da suficiência das contragarantias oferecidas à garantia da União.

7. Adicionalmente, conforme manifestação contida no Parecer nº 4399/2021/ME (SEI 38010540), a PGFN entende que, para as operações de crédito a serem contratadas com fulcro na LC nº 178/2021, deve-se atender também ao requisito de que trata o art. 167-A da Constituição.

8. Além da própria LC nº 178/2021, dos Pareceres da PGFN mencionados e da RSF nº 15/2021, o Decreto nº 10.819, de 27/09/2021 (SEI 37776441), a Portaria da STN nº 1.487, de 12/07/2022 (SEI 38010314) e a Portaria do Ministério da Economia (ME) nº 5.623, de 22/06/2022 (SEI 37870056), regulamentam, no âmbito do Governo Federal e deste Ministério, procedimentos aplicáveis às operações de crédito no âmbito do PEF.

9. Destaca-se que a mencionada Portaria ME nº 5.623/2022, por meio de seu art. 18, dispensa as operações autorizadas no âmbito do PEF da análise da capacidade de pagamento, da análise do custo efetivo, e da observância dos limites de valor dispostos em seu art. 13. A referida Portaria não dispensa, entretanto, a necessidade de verificação do disposto em seu art. 15, relativo à vedação de concessão de garantia pela União a ente que tenha incorrido na necessidade de honra de garantia por parte da União nos últimos doze meses ou em três atrasos nos últimos vinte e quatro meses.

10. O município do Rio de Janeiro teve o seu PEF aprovado pela STN em 20/12/2021, conforme descrito na Nota Técnica SEI nº 2779/2023/MF, de 01/11/2023 (SEI 38368909, fl. 03), emitida pela Coordenação-Geral das Relações e Análise Financeira dos Estados e Municípios (COREM/STN), passando o município, então, a estar sujeito ao disciplinamento instituído pela LC nº 178/2021, pelo Decreto nº 10.819/2021, e pelos demais normativos infralegais que regem a matéria.

II. VERIFICAÇÃO DE LIMITES E CONDIÇÕES PARA A CONTRATAÇÃO DA OPERAÇÃO DE CRÉDITO E CONCESSÃO DE GARANTIA PELA UNIÃO

11. Considerando o conteúdo dos normativos mencionados na seção anterior deste Parecer, são objeto de análise nesta seção II os seguintes requisitos necessários para contratação e concessão de garantia da União:

i. Existência de prévia e expressa autorização para a contratação, no texto da lei orçamentária, em créditos adicionais ou lei específica;

ii. Inclusão no orçamento ou em créditos adicionais dos recursos provenientes da operação;

iii. Atendimento ao disposto no inciso III do artigo 167 da Constituição Federal;

iv. Enquadramento no limite disposto no art. 167-A da Constituição Federal;

v. Existência de autorização legislativa para o oferecimento de contragarantias à garantia da União, nos termos do § 4º do art. 3º da Lei Complementar nº 178 de 2021;

vi. Existência de resolução emitida pela COFIEX relativa à operação;

vii. Suficiência das contragarantias oferecidas;

viii. Atendimento do critério relativo ao comprometimento com a implementação das medidas descritas no § 1º do art. 10 do Decreto nº 10.819/2021;

ix. Atendimento do limite quantitativo para operações do PEF estabelecido pelo Decreto nº 10.819/2021 e pela Portaria STN nº 1.487/2022; e

x. Não ocorrência de necessidade de honra de garantia por parte da União nos últimos doze meses ou em três atrasos nos últimos vinte e quatro meses, conforme art. 15 da Portaria ME nº 5.623/2022; e

xi. Limite para a União conceder garantias;

i. Existência de prévia e expressa autorização para a contratação, no texto da lei orçamentária, em créditos adicionais ou lei específica:

12. A contratação da operação de crédito foi autorizada pelo Decreto Legislativo nº 1.587, de 03/11/2022 (SEI 37468084). Portanto, considera-se o requisito como atendido. A esse respeito, registra-se, adicionalmente, que ainda que não se trate de lei ordinária, o Decreto Legislativo é considerado instrumento adequado para a autorização legislativa de relativa a operação de crédito, tendo em vista o entendimento da PGFN contido no Parecer PGFN/COF/Nº 1.268/2010 (SEI 38479337).

ii. Inclusão no orçamento ou em créditos adicionais dos recursos provenientes da operação:

13. O chefe do Poder Executivo municipal declarou (SEI 38247847) que os recursos da operação de crédito estão previstos no orçamento do exercício de 2024, conforme Projeto de Lei Municipal Orçamentária Anual – PLOA nº 2.436//2023, encaminhado pela Mensagem nº 86/2023, que encontra-se em tramitação na Câmara de Vereadores do Rio de Janeiro. Portanto, considera-se o requisito como atendido.

iii. Atendimento do disposto no inciso III do artigo 167 da Constituição Federal:

14. Em relação ao atendimento ao disposto no inciso III do artigo 167 da Constituição Federal, a denominada "Regra de Ouro", este foi verificado para o exercício anterior e o corrente, seguindo a metodologia usualmente adotada por esta Secretaria, conforme segue:

a. Exercício anterior: atendido, com base nas informações declaradas pelo chefe do Poder Executivo (SEI 38247847) e confrontadas com o Balanço Orçamentário do 6º bimestre de 2022 constante do Relatório Resumido de Execução Orçamentária (RREO) homologado no Sistema de Informações Contábeis e Fiscais do Setor Público Brasileiro (Siconfi - SEI 38012956), conforme quadro abaixo:

Exercício anterior - 2022	
Despesas de capital executadas no exercício anterior liquidadas até o bimestre + inscritas em restos a pagar não processados no RREO do 6º bimestre do exercício anterior (a)	**R$3.714.520.329,46**
Despesas previstas para reserva relativa ao art. 33 da LRF - operações de crédito nulas (b)	R$ 0,00
Despesas previstas para empréstimo ou financiamento (incentivo fiscal) a contribuinte (c)	R$ 0,00
Inversões financeiras na forma de participação acionária em empresas não controladas (d)	R$131.965.000,00
Total de deduções (e = b + c + d)	**R$131.965.000,00**
Despesas de capital executadas no exercício anterior ajustadas (f = a - e)	**R$3.582.555.329,46**
Receitas de operações de crédito realizadas até o 6º bimestre do exercício anterior (g)	R$153.171.534,62
ARO contratada e não paga do exercício anterior (h)	R$ 0,00
Liberações ajustadas (i = g + h)	**R$153.171.534,62**
Regra de ouro: f > i	**Atendida**

b. Exercício corrente: atendido, com base nas informações declaradas pelo Chefe do Poder Executivo (SEI 38247847) e na verificação da dotação atualizada das despesas de capital constante do Balanço Orçamentário do 4º bimestre de 2023 do RREO homologado no Siconfi (SEI 38012996), conforme quadro abaixo:

Exercício corrente - 2023	
Despesas de capital previstas no orçamento - dotação atualizada no último RREO exigível (a)	**R$8.273.885.484,37**
Despesas previstas para reserva relativa ao art. 33 da LRF - operações de crédito nulas (b)	R$ 0,00
Despesas previstas para empréstimo ou financiamento (incentivo fiscal) a contribuinte (c)	R$ 0,00
Inversões financeiras na forma de participação acionária em empresas não controladas (d)	R$135.791.420,00
Total de deduções (e = b + c + d)	**R$135.791.420,00**
Despesas de capital do exercício corrente ajustadas (f = a - e)	**R$8.138.094.064,37**
Liberação da operação pleiteada - convertida pelo câmbio de 31/08/2023 (g)	R$ 0,00
Liberações de crédito programadas para recebimento ao longo do exercício corrente de operações ainda não contratadas (h)	R$ 34.000.000,00
Liberações de crédito programadas para recebimento ao longo do exercício corrente de operações já contratadas (i)	R$ 1.684.954.603,07
Liberações ajustadas (j = g + h + i)	**R$ 1.718.954.603,07**
Regra de ouro: f > j	**Atendida**

15. Adicionalmente, destaca-se que a Certidão nº 08/2023 do Tribunal de Contas do Município do Rio de Janeiro (TCM-RJ - SEI 37972390) atestou o cumprimento do inciso III do art. 167 da Constituição Federal no exercício de 2022. Diante do exposto, considera-se o requisito como atendido.

iv. Enquadramento no limite disposto no art. 167-A da Constituição:

16. O TCM-RJ atestou, na mesma Certidão nº 08/2023 (SEI 37972390), o cumprimento do disposto no art. 167-A da Constituição Federal até o 4º bimestre de 2023. Portanto, considera-se o requisito como atendido.

v. Existência de autorização legislativa para o oferecimento de contragarantias à garantia da União, nos termos do § 4º do art. 3º da Lei Complementar nº 178 de 2021:

17. O art. 2º do Decreto Legislativo nº 1.587, de 03/11/2022 (SEI 37468084), autoriza o Poder Executivo municipal a vincular, como contragarantia à garantia da União, "*em caráter irrevogável e irretratável, a modo 'pro solvendo', as receitas a que se referem os arts. 158 e 159, inciso I, alíneas "b", "d" e "e", complementadas pelas receitas tributárias estabelecidas no art. 156, nos termos do § 4º do art. 167, todos da Constituição Federal, bem como outras garantias admitidas em Direito*". Portanto, considera-se o requisito como atendido.

vi. Existência de resolução emitida pela COFIEX relativa à operação:

18. A COFIEX, por meio da Resolução n° 05, de 09/05/2023 (SEI 37468057), autorizou a preparação do Projeto no valor de até US$ 135.238.245,00 provenientes do BIRD. Portanto, considera-se o requisito como atendido.

vii. Suficiência das contragarantias oferecidas:

19. Segundo a metodologia estabelecida na Portaria ME nº 5.623/2022, foi realizada pela Coordenação-Geral de Haveres Financeiros (COAFI/STN) a análise da suficiência das contrgarantias à garantia da União. Conforme informação consignada no Ofício SEI nº 59979/2023/MF, de 13/11/2023 (SEI 38473171, fls. 06-08), as contragarantias oferecidas pelo ente são consideradas suficientes para ressarcir a União, caso esta venha a honrar compromisso na condição de garantidora da operação. Adicionalmente, a COAFI/STN declarou, por meio do mesmo Ofício, não ter conhecimento de ações judicias em vigor que obstem a execução de contragarantias contra o ente da Federação de que trata este Parecer, o que foi ratificado por consulta ao Sistema de Acompanhamento de Haveres de Estados e Municípios (SAHEM) nesta data (SEI 38473139). Portanto, considera-se o requisito como atendido.

viii. Atendimento do critério relativo ao comprometimento com a implementação das medidas descritas no § 1º do art. 10 do Decreto nº 10.819/2021:

20. Conforme conclusão da Nota Técnica SEI nº 2779/2023/MF, de 01/11/2023 (SEI 38368909, fls. 03-08), "*o Município do Rio de Janeiro cumpre a previsão contida no inciso I do § 1º do artigo 10 do Decreto nº 10.819, de 27 de setembro de 2021*". Portanto, considera-se o referido requisito como atendido.

ix. Atendimento do limite quantitativo para operações do PEF estabelecido pelo Decreto nº 10.819/2021 e pela Portaria STN nº 1.487/2022:

21. Conforme conclusão da Nota Técnica SEI nº 2779/2023/MF,, emitida pela COREM/STN (SEI 38368909, fls. 03-08), "*o valor da operação de crédito pleiteada encontra-se dentro dos 3% da RCL de 2020 do Município, o que atende ao limite estabelecido no § 1º do artigo 10 do Decreto nº 10.819, de 2021, e no artigo 15 da Portaria STN nº 10.464, de 2022.*

x. Não ocorrência de necessidade de honra de garantia por parte da União nos últimos doze meses ou em três atrasos nos últimos vinte e quatro meses, conforme art. 15 da Portaria ME nº 5.623/2022:

22. Tendo em vista o disposto nos incisos I e II do artigo 15 da Portaria ME nº 5.623/2022, foi realizada consulta ao Relatório de Bloqueios de Mutuários, emitido pela Gerência de Controle de Obrigações da Dívida Pública (GECOD) da Coordenação-Geral de Controle da Dívida Pública (CODIV/STN), com posição na data anterior à da emissão do presente Parecer (SEI 38484268), em que foi verificado não haver, em nome do ente, registro referente à honra de garantia pela União a operações de crédito por este realizadas ou registro de pagamentos em atraso de parcelas de operação de crédito com garantia da União que sejam impeditivos à concessão de garantia da União a novos contratos de financiamento do ente.

xi. Limite para a União conceder garantias:

23. Quanto à observância do limite para a União conceder garantias, é de se informar que há margem para a concessão da pleiteada garantia da União, dentro do limite estabelecido no artigo 9º da RSF nº 48/2007. As informações contidas no Demonstrativo das Garantias e Contragarantias de Valores Relatório de Gestão Fiscal da União relativo ao 2º quadrimestre de 2023, demonstram que o saldo total das garantias concedidas pela União encontra-se em 24,35% da RCL (SEI 38013016, fl. 13).

24. Em relação ao intralimite anual das garantias de que trata o art. 9º-A da RSF nº 48, de 2007, tendo em vista o disposto no art. 16 da Portaria ME nº 5.623/2022, esta STN sugeriu ao Ministro da Fazenda que propusesse ao Senado Federal o valor de R$ 50,5 bilhões para o exercício atual, conforme Nota Técnica SEI nº 54243/2022/ME (SEI 38011917), atualizada por meio das Notas Técnicas SEI nº 484/2023/MF (SEI 38011978) e 1867/2023/MF (SEI 38012031). Informa-se que, até a presente data, o montante de operações de crédito de entes subnacionais garantidas pela União e deferidas pela STN correspondia a 90,48% daquele valor, conforme relatório mais recente disponível (SEI 38475369).

III. ALCANCE DAS OBRIGAÇÕES CONTRATUAIS

25. No que tange às competências da STN e em relação às cláusulas que envolvem riscos e/ou impactos financeiros à União como garantidora da operação, destacam-se, a partir das minutas dos contratos de empréstimo, os pontos abaixo:

Prazo e condições de efetividade

26. As condições de efetividade do contrato a serem observadas estão discriminadas no artigo IX das Condições Gerais (SEI 37776434, fls. 28-29) e no artigo V do Contrato de Empréstimo (SEI 37776433, fl. 10). O ente da Federação terá um prazo de 120 dias a partir da assinatura do contrato para cumprir as condições de efetividade, conforme cláusula 5.02 do Contrato de Empréstimo (SEI 37776433, fl. 10).

27. Registre-se que o Governo Federal exige que as instituições credoras de operações de crédito externo de entes subnacionais informem o cumprimento substancial das condições de efetividade cabíveis e aplicáveis, por parte dos mutuários, como condicionante à assinatura dos contratos. Tal exigência minimiza os riscos para o Tesouro Nacional, uma vez que possibilita ao mutuário iniciar a execução do projeto logo após a formalização do contrato de empréstimo e, com isso, não incorrer em pagamento desnecessário de comissão de compromisso.

Vencimento antecipado da dívida e *cross default*

28. A minuta do contrato prevê circunstâncias em que o BIRD terá direito de declarar o vencimento antecipado do empréstimo por razões financeiras e não financeiras, conforme estabelecido na seção 7.06 do artigo VII das Condições Gerais (SEI 37776434, fls. 24-25), bem como nas seções 4.01 e 4.02 do artigo IV do Contrato de Empréstimo (SEI 37776433, fls. 09-10).

29. A minuta do contrato prevê, ainda, o *cross default* por razões financeiras com outros contratos do mutuário com o BIRD, conforme estabelecido no item "a" da seção 7.06 do artigo VII das Condições Gerais (SEI 37776434, fl. 24).

30. A respeito destas hipóteses, cumpre informar que a STN acompanha o pagamento de todos os empréstimos garantidos pela União, de forma a evitar que seja declarado o vencimento antecipado de uma dívida pelo não pagamento de uma obrigação financeira. No entanto, a respeito das hipóteses de vencimento antecipado por razões não financeiras, cumpre informar que tal risco não é gerenciável por parte da STN.

31. O item "d" da seção 7.02 do artigo VII da minuta das Condições Gerais (SEI 37776434, fl. 21) prevê o *cross suspension*, suspensão de desembolsos da operação no caso de suspensão de desembolsos em outro contrato do mutuário com o BIRD ou a *International Development Association* (*IDA*), instituição subsidiária do BIRD, que faz parte do *World Bank Group*. No entanto, por se tratar de causa de suspensão de desembolsos, e não de vencimento antecipado, não representa risco relevante ao Tesouro Nacional.

32. Cabe esclarecer, também, que a minuta contratual prevê, no artigo V das Condições Gerais (SEI 37776434, fls. 17-18), que o BIRD acompanhará periodicamente a execução do projeto a fim de assegurar-lhe o desenvolvimento satisfatório, acompanhamento este que é usualmente realizado pelo banco nas operações garantidas pela União. A minuta contratual também exige que os mutuários apresentem relatórios com relação à execução dos projetos em seus aspectos técnicos e financeiros. No entanto, cumpre informar que a STN não acompanha a execução dos projetos.

Cessão de direitos e obrigações e vedação à securitização

33. Quanto à possibilidade de securitização da operação, cabe registrar que o Grupo Estratégico do Comitê de Garantias (GE-CGR), segundo a Resolução nº 7, de 23/06/2020 (SEI 37776435), deliberou que:

> *"Art. 2º É vedada a concessão de garantia da União a operação de crédito, interno ou externo, cujo contrato de financiamento não contenha cláusula que vede expressamente a securitização.*
>
> *§1º A vedação à concessão de garantia, de que trata o caput deste artigo, não se aplica a operações de crédito cujo custo efetivo do empréstimo, incluindo juros, comissões e demais encargos, seja inferior ao custo de captação da União."*

34. Nesse sentido, cabe salientar que o contrato não menciona a possibilidade de securitização da operação e que, conforme mencionado anteriormente neste Parecer, a Portaria ME nº 5.623/2022, por meio de seu art. 18, dispensa as operações autorizadas no âmbito do PEF da análise do custo efetivo.

Requisitos legais para a solicitação de desembolso em operação no âmbito do PEF

35. A LC nº 178/2021, ao instituir o PEF, estabeleceu, em seu art. 6º, condicionantes para a autorização das liberações de recursos das oeprações de crédito contratadas no âmbito do referido Plano. Tais condicionantes foram regulamentados por meio do art. 14 do Decreto nº 10.819/2021 (SEI 37776441), e do art. 14 da Portaria STN nº 1.487, de 12/07/2022 (SEI 38010314). O Decreto nº 10.819/2021 estabelece o seguinte:

> *Art. 14. O Plano de Promoção do Equilíbrio Fiscal deverá estabelecer o cronograma de liberações de recursos financeiros das operações de crédito contratadas em seu âmbito.*
>
> *§ 1º As liberações de recursos ficarão condicionadas à manifestação prévia:*
>
> *I - da Procuradoria-Geral da Fazenda Nacional quanto ao cumprimento do disposto no art. 4º da Lei Complementar nº 178, de 2021, na hipótese da primeira liberação de recursos; e*
>
> *II - no caso das liberações seguintes de recursos, da Secretaria do Tesouro Nacional da Secretaria Especial do Tesouro e Orçamento do Ministério da Economia quanto ao cumprimento:*
>
> *a) das metas e dos compromissos previstos no Plano de Promoção do Equilíbrio Fiscal; e*
>
> *b) do limite para despesa com pessoal de que trata o art. 169 da Constituição, observado o disposto no inciso II do caput do art. 6º da Lei Complementar nº 178, de 2021.*
>
> *§ 2º O limite de despesa com pessoal de que trata o inciso II do § 1º será apurado para o conjunto de Poderes e órgãos autônomos do ente federativo e observará metodologia estabelecida pela Secretaria do Tesouro Nacional da Secretaria Especial do Tesouro e Orçamento do Ministério da Economia.*
>
> *§ 3º A implementação das medidas de ajuste apresentadas para fins de cumprimento do disposto no art. 4º da Lei Complementar nº 178, de 2021, poderão compor os compromissos fiscais previstos no Plano de Promoção do Equilíbrio Fiscal.*
>
> *§ 4º Os contratos de operações de crédito de que trata o caput deverão prever:*
>
> *I - o adiantamento de um terço das liberações de recursos pendentes, na hipótese de o ente federativo comprovar à Secretaria do Tesouro Nacional da Secretaria Especial do Tesouro e Orçamento do Ministério da Economia a quitação de passivos com recursos arrecadados de alienações e de concessões realizadas em conformidade com o inciso I do § 1º do art. 2º da Lei Complementar nº 159, de 2017; e*
>
> *II - a revogação do cronograma de liberações de recursos, na hipótese de o Plano de Promoção do Equilíbrio Fiscal ser encerrado ou extinto.*
>
> *§ 5º Caso não sejam atendidas em um exercício financeiro as condições de que trata o inciso II do § 1º, os recursos serão acumulados para liberação no exercício seguinte, se o ente federativo cumprir as condições estabelecidas para esse exercício.*

36. A respeito desse tema, destaca-se que o Contrato de Empréstimo estabelece, na seção II do *Schedule* 1 ("*Availability of Loan Proceeds*"), itens "B" e "C" (SEI 37776433, fls. 14-15), que o mutuário poderá solicitar apenas um desembolso da tranche única do empréstimo, e que o desembolso só poderá ser realizado caso o mutuário apresente ao BIRD evidência de que o garantidor, ou seja, o Governo Federal, está satisfeito com todos os requisitos legais relativos ao pedido de desembolso. Além disso, a Ata de Negociação, em seu item 9 (SEI 37776433, fl. 03), reforça esse ponto. Diante do exposto, entende-se que a redação do Contrato atende às exigências legais relativas a operações no âmbito do PEF.

IV. CONCLUSÃO

37. Tomando-se por base os dados da documentação constante dos autos e a análise efetuada ao longo deste Parecer, considera-se que o ente **CUMPRE** os requisitos legais e normativos necessários, à realização de operação de crédito, com garantia da União, no âmbito do Plano de Promoção do Equilíbrio Fiscal (PEF) de que trata a LC nº 178/2021.

38. Considerando o disposto no § 1º do art. 2º da Portaria MF nº 500, de 02/06/2023, o prazo de validade da verificação de limites e condições para contratação da operação de crédito e para a concessão de garantia pela União é de **270 (duzentos e setenta) dias**, contados a partir de 14/11/2023. Entretanto, caso a operação não seja contratada até 31/12/2023 e o referido prazo de validade esteja vigente, será necessária análise complementar desta STN, no que couber, nos termos do § 2º do art. 2º da Portaria MF nº 500, de 02/06/2023.

39. Encaminhe-se o presente pleito para manifestação conclusiva da Secretária do Tesouro Nacional acerca da concessão de garantia pela União à presente operação de crédito.

À consideração superior.

Documento assinado eletronicamente	Documento assinado eletronicamente
Auditor(a) Federal de Finanças e Controle	Gerente da GEPEX/COPEM

De acordo. À consideração do(a) Coordenador(a)-Geral de Operações de Crédito de Estados e Municípios.

Documento assinado eletronicamente

Coordenador(a) de Análise de Operações de Crédito Externo de Estados, Distrito Federal e Municípios

De acordo. À consideração do(a) Subsecretário(a) de Relações Financeiras Intergovernamentais da STN/ME.

Documento assinado eletronicamente

Coordenador(a)-Geral de Operações de Crédito de Estados e Municípios

De acordo. À consideração do(a) Secretário(a) do Tesouro Nacional.

Documento assinado eletronicamente

Subsecretário(a) de Relações Financeiras Intergovernamentais da STN/ME

Entendo que, dado o exposto e o disposto no art. 3º, § 3º, inc. II, bem como no art. 17, inc. III da LC nº 178/2021, a presente operação de crédito deva receber a garantia da União. Encaminhe-se o processo à Procuradoria-Geral da Fazenda Nacional (PGFN) para as providências de sua alçada.

Documento assinado eletronicamente

Secretário(a) do Tesouro Nacional

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Referência: Processo nº 17944.104549/2023-10 SEI nº 38475631

Criado por paulo.checchia, versão 40 por paulo.checchia em 14/11/2023 13:52:59.

Nota Técnica SEI nº 2779/2023/MF

Assunto: segunda e terceira liberações de recursos pleiteadas pelo Município do Rio de Janeiro (RJ) no Plano de Promoção do Equilíbrio Fiscal (PEF)

1. Por meio do Ofício nº 54010/2023/MF, de 19 de outubro de 2023 (Sei nº 37963014), a Coordenação Geral de Operações de Crédito de Estados e Municípios (COPEM) informa que o Município do Rio de Janeiro pleiteia contratação de duas operações de crédito com garantia da União. Uma operação junto ao Banco Nacional de Desenvolvimento Econômico e Social (BNDES) e outra operação junto ao Banco Internacional para Reconstrução e Desenvolvimento (BIRD), ambas no âmbito do Plano de Promoção do Equilíbrio Fiscal (PEF).

2. Solicita-se que a Coordenação Geral das Relações e Análise Financeira dos Estados e Municípios (COREM) responda as seguintes questões:

a) se o Município do Rio de Janeiro teve a adesão ao PEF aprovada;

b) se as operações de crédito estão incluídas no respectivo plano, nos termos da alínea “a” do inciso III do artigo 14 da Portaria ME nº 5.623 de 22 de junho de 2022; e

c) se as operações de crédito pleiteadas se enquadram no limite estabelecido no § 1º do artigo 10 do Decreto nº 10.819, de 27 de setembro de 2021, e pelo artigo 15 da Portaria STN nº 10.464, de 7 de dezembro de 2022.

PLANO DE PROMOÇÃO DO EQUILÍBRIO FISCAL (PEF) DO MUNICÍPIO DO RIO DE JANEIRO

3. A Prefeitura do Município do Rio de Janeiro solicitou adesão ao PEF no dia 4 de novembro de 2021, a qual foi deferida pela Secretaria do Tesouro Nacional (STN) por meio do Parecer nº 17632/2021/ME, de 11 de novembro de 2021 (SEI nº 20070179).

4. O Plano de Promoção do Equilíbrio Fiscal (PEF) foi encaminhado à STN no dia 14 de dezembro de 2021 (Ofício GBP nº 406/2021, de 14 de dezembro de 2021, SEI nº 21071802), cuja análise, consubstanciada por meio do Parecer nº 18797/2021/ME, de 20 de dezembro de 2021 (SEI nº20637934), concluiu que o Plano atendia os requisitos para obtenção de manifestação favorável, uma vez que haviam sido cumpridos os requisitos previstos na Lei Complementar nº 178, de 13 de janeiro de 2021, no Decreto nº 10.819, de 27 de setembro de 2021, e na então vigente Portaria STN nº 1.158, de 23 de novembro de 2021, substituída pela Portaria STN nº 10.464, de 7 de dezembro de 2022.

5. No PEF do Município do Rio de Janeiro há previsão de contratação de quatro operações de crédito ao longo do período de vigência do Plano, até 31 de dezembro de 2024. De acordo com o § 1º do artigo 14 do Decreto nº 10.819, de 27 de setembro de 2021, as liberações de recursos no PEF estão condicionadas ao cumprimento de metas e compromissos pelo ente federativo:

Art. 14. O Plano de Promoção do Equilíbrio Fiscal deverá estabelecer o cronograma de liberações de recursos financeiros das operações de crédito contratadas em seu âmbito.
§ 1º As liberações de recursos ficarão condicionadas à manifestação prévia:

I - da Procuradoria-Geral da Fazenda Nacional quanto ao cumprimento do disposto no art. 4º da Lei Complementar nº 178, de 2021, na hipótese da primeira liberação de recursos; e

II - no caso das liberações seguintes de recursos, da Secretaria do Tesouro Nacional do Ministério da Fazenda quanto ao cumprimento:

a) das metas e dos compromissos previstos no Plano de Promoção do Equilíbrio Fiscal; e

b) do limite para despesa com pessoal de que trata o art. 169 da Constituição, observado o disposto no inciso II do caput do art. 6º da Lei Complementar nº 178, de 2021.

6. A STN atestou que o Município do Rio de Janeiro atendeu as condições para a primeira liberação de recursos no PEF por meio da Nota Técnica nº 37229/2022/ME, de 16 de agosto de 2022 (SEI nº 27265527). Acordou-se no PEF do Município do Rio de Janeiro que a segunda liberação de recursos estaria condicionada: i) ao cumprimento das metas para o exercício de 2021; ii) à observância do limite total para despesas com pessoal em 2021; e iii) à adesão ao Programa de Acompanhamento e Transparência Fiscal (PAF) até 30 de junho de 2022.

7. A adesão do Município ao PAF foi aprovada pela STN por meio do Parecer nº 10063/2022/ME, de 30 de junho de 2022 (SEI nº 25973947). Pela Nota Técnica nº 44814/2022/ME, de 30 de setembro de 2022 (SEI nº 28453701), a STN constatou que o Município cumpriu as metas para o exercício de 2021 (poupança corrente e disponibilidade de caixa) e cumpriu o limite de despesa com pessoal em 2021. **Essas manifestações da STN indicam que o Município do Rio de Janeiro atendeu as condições para a segunda liberação de recursos no PEF**.

8. Em relação à terceira liberação de recursos, acordou-se no PEF do Município do Rio de Janeiro que a liberação estaria condicionada: i) ao cumprimento das metas para o exercício de 2022; e ii) à observância do limite total para despesas com pessoal em 2022. Por meio da Nota Técnica nº 2472/2023/MF, de 10 de outubro de 2023 (Sei nº 37765255) e da Nota Técnica nº 2709/2023/MF, de 27 de outubro de 2023 (Sei nº 38114029), **a STN constatou que o Município cumpriu as metas para o exercício de 2022 (poupança corrente e disponibilidade de caixa), assim como cumpriu o limite de despesa com pessoal naquele ano**.

ARTIGO 14 DA PORTARIA ME Nº 5.623 DE 22 DE JUNHO DE 2022

9. De acordo com o inciso III do artigo 14 da Portaria ME nº 5.623 de 22 de junho de 2022:

Art. 14. São elegíveis à concessão de garantia da União, relativamente aos riscos do Tesouro Nacional, operações de crédito de entes subnacionais que atendam ao disposto nos art. 8º, art. 9º e art. 11 e:

I - caso o ente subnacional não possua Plano de Promoção do Equilíbrio Fiscal ou Regime de Recuperação Fiscal em vigor, atendam a pelo menos um dos seguintes requisitos:
a) sejam pleiteadas por Ente da Federação que tenha capacidade de pagamento calculada e classificada como "A" ou "B", nos termos do disposto no art. 4º;

b) sejam contratadas junto a organismos multilaterais de crédito ou instituições oficiais federais de crédito ou de fomento, com a finalidade de financiar projetos de investimento para melhoria da administração das receitas e da gestão fiscal, financeira e patrimonial, no âmbito de programa proposto pelo Poder Executivo federal; ou

c) sejam destinadas à reestruturação e recomposição do principal de dívidas ou a apoiar processos de privatização desde que recursos provenientes da privatização sejam vinculados ao pagamento de dívidas preexistentes;

[...]

__III - caso o ente subnacional possua Plano de Promoção do Equilíbrio Fiscal em vigor e:__

__a) tenha capacidade de pagamento calculada e classificada como "C" ou "D", nos termos do disposto no art. 4º, estejam incluídas no respectivo plano; ou__

__b) tenha capacidade de pagamento calculada e classificada como "A" ou "B", nos termos do disposto no art. 4º, cumpram um dos requisitos estabelecidos no inciso I do caput.__

10. Ao aderir ao PEF, a Capacidade de Pagamento (Capag) do Município do Rio de Janeiro (RJ) foi avaliada e o resultado publicado por meio da Nota Técnica nº 53586/2021/ME, de 10 de novembro de 2021 (SEI nº 20103000), com avaliação final "C". Posteriormente, pela Nota Técnica nº 44814/2022/ME, de 30 de setembro de 2022 (SEI nº 28453701), e pela Nota Técnica nº 2709/2023/MF, de 27 de outubro de 2023 (Sei nº 38114029), avaliou-se que a nota de Capag do Município passou a ser "B". Nessa condição, o Município do Rio de Janeiro se enquadra na situação prevista na alínea "b" do inciso III do artigo 14 da Portaria ME nº 5.623, de 2022.

11. Cite-se, oportunamente, que o Município do Rio de Janeiro logrou cumprir a previsão do inciso II do § 3º do artigo 13 da Portaria STN nº 10.464, de 2022, ao obter nota de Capag "B":

Art. 13. O Plano de Promoção do Equilíbrio Fiscal deverá ser elaborado conforme orientações constantes em Manual disponibilizado por esta STN, definir seu prazo de vigência e conter, no mínimo:

[...]

§ 3º As metas de que trata o inciso I do caput deverão ser fixadas de tal forma que o Estado, Distrito Federal ou Município:

[...]

II - obtenha nota "A" ou "B" na classificação de capacidade de pagamento realizada segundo disposto na Portaria ME nº 5623, de 2022, até o exercício a que se refere a última meta.

OPERAÇÃO DE CRÉDITO JUNTO AO BNDES

12. No Ofício nº 54010/2023/MF, de 2023, a COPEM questiona se as operações de crédito pleiteadas pelo Município do Rio de Janeiro se enquadram no limite estabelecido no § 1º do artigo 10 do Decreto nº 10.819, de 2021, e no artigo 15 da Portaria STN nº 10.464, de 2022. Ambos os documentos estabelecem limite para a contratação de operação de crédito. De acordo com o Decreto:

Art. 10. A adesão ao Plano de Promoção do Equilíbrio Fiscal ocorrerá por meio da apresentação de manifestações favoráveis da Secretaria do Tesouro Nacional e da Procuradoria-Geral da Fazenda Nacional do Ministério da Fazenda.

*§ 1º Ficarão autorizados a contratar operações de crédito com garantia da União em **até três por cento da receita corrente líquida apurada no exercício anterior ao da adesão** para cada ano de vigência do Plano de Promoção do Equilíbrio Fiscal os entes federativos que implementarem:*

[...]

13. Já a Portaria STN nº 10464, de 2022, prevê que:

Art. 15. Serão autorizadas, no Plano de Promoção do Equilíbrio Fiscal, garantias da União para operações de crédito equivalentes:

*I - a **até 3% (três por cento) da Receita Corrente Líquida do exercício anterior ao do pedido de adesão** para cada ano de vigência do Plano para os entes que se enquadrarem no disposto no § 1º do art. 10 do Decreto nº 10.819, de 2021; ou*

[...]

§ 3º Para fins de conversão dos valores das liberações previstas no Plano de Promoção do Equilíbrio Fiscal, considera-se a ***cotação de venda da taxa de câmbio de fechamento disponível no site do Banco Central do Brasil relativa ao último dia útil do exercício anterior à manifestação favorável da Secretaria do Tesouro Nacional*** *da Secretaria Especial do Tesouro e Orçamento do Ministério da Economia ao Plano.*

14. O Município do Rio de Janeiro teve a adesão ao PEF aprovada pela STN em novembro de 2021, ato formalizado por meio do Parecer nº 17632/2021/ME, de 11 de novembro de 2021. A Receita Corrente Líquida (RCL) apurada para o cálculo do limite previsto no inciso I do artigo 2º da Portaria STN em questão refere-se ao ano de 2020, a qual equivale a **R$ 23.426.419.626,96**, conforme consta no Parecer nº 18797/2021/ME, de 20 de dezembro de 2021 (SEI nº 20637934). O valor de 3% da RCL, limite para cada uma das operações de crédito previstas no PEF do Município do Rio de Janeiro, equivale a **R$ 702.792.588,81**.

15. Por meio do Ofício nº 54010/2023/MF, de 19 de outubro de 2023 (Sei nº 37963014), COPEM informa que o Município do Rio de Janeiro pleiteia contratar operação de crédito junto ao Banco Nacional de Desenvolvimento Econômico e Social (BNDES) no valor de R$ 702.792.500,00 (setecentos e dois milhões, setecentos e noventa e dois mil e quinhentos reais), cujos recursos serão destinados ao "Projeto de Apoio à Implantação do Plano de Mobilidade Urbana de Campo Grande, no Município do Rio de Janeiro".

Cálculo do Limite	
a. Valor da Operação de Crédito Pleiteada	R$ 702.792.500,00
b. Receita Corrente Líquida em 2020	R$ 23.426.419.626,96
c = a/b	3,0%

16. Constata-se, dessa forma, que a operação de crédito pleiteada pelo Município se encontra dentro do limite de 3% da RCL apurada no exercício anterior ao do pedido de adesão ao PEF, conforme determina a legislação vigente.

OPERAÇÃO DE CRÉDITO JUNTO AO BIRD

17. No Ofício nº 54010/2023/MF, de 2023, a COPEM informa que o Município do Rio de Janeiro pleiteia contratar também operação de crédito junto ao Banco Internacional para Reconstrução e Desenvolvimento (BIRD) no valor de **US$ 135.238.245,00** (cento e trinta e cinco milhões, duzentos e trinta e oito mil, duzentos e quarenta e cinco dólares dos EUA), cujos recursos serão destinados ao "Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro - Etapa II".

18. O § 3º do art. 15 da Portaria STN nº 10.464, de 2022, estabelece que deve ser considerada a cotação de venda da taxa de câmbio de fechamento disponível no site do Banco Central do Brasil relativa ao último dia útil do exercício anterior à manifestação favorável da STN ao plano para fins de conversão dos valores das liberações previstas no PEF. Para o cálculo em questão, usou-se a taxa de câmbio disponibilizada pelo Banco Central do Brasil para o **dia 31 de dezembro de 2020**: 1 Dólar dos Estados Unidos/USD (220) = 5,1961 Real/BRL (790)[1]:

Cálculo do Limite	
a. Valor da Operação em Dólares	USD 135.238.245,00
b. Taxa de Câmbio de 31/12/2020	5,1961
c. Valor da Operação em Reais	R$ 702.711.444,84
d. Receita Corrente Líquida de 2020	R$ 23.426.419.626,96
e = c/d	3,0%

19. Constata-se, dessa forma, que essa segunda operação de crédito pleiteada pelo Município do Rio de Janeiro também se encontra dentro do limite de 3% da RCL apurada no exercício anterior ao do pedido de adesão ao PEF, conforme determina a legislação vigente.

CONSIDERAÇÕES FINAIS

20. Em resposta aos questionamentos feitos pela Coordenação Geral de Operações de Crédito de Estados e Municípios por meio do Ofício nº 54010/2023/MF, de 19 de outubro de 2023, informa-se que:

a) o Município do Rio de Janeiro teve a adesão ao Plano de Promoção do Equilíbrio Fiscal (PEF) aprovada pela STN em novembro de 2021;

b) o Município do Rio de Janeiro cumpre a previsão contida no inciso I do § 1º do artigo 10 do Decreto nº 10.819, de 2021;

c) o Município do Rio de Janeiro cumpre os requisitos para a segunda e a terceira liberações de recursos previstas no PEF, de acordo com a previsão contida no inciso II do § 1º do artigo 14 do Decreto nº 10.819, de 2021;

d) o Município do Rio de Janeiro cumpre com a previsão contida na alínea “b” do inciso III do artigo 14 da Portaria ME nº 5.623, de 2022;

e) o valor da operação de crédito pleiteada junto ao BNDES encontra-se dentro dos 3% da RCL de 2020 do Município, o que atende ao limite estabelecido no § 1º do artigo 10 do Decreto nº 10.819, de 2021, e no artigo 15 da Portaria STN nº 10.464, de 2022; e

f) o valor da operação de crédito pleiteada junto ao BIRD encontra-se dentro dos 3% da RCL de 2020 do Município, o que atende ao limite estabelecido no § 1º do artigo 10 do Decreto nº 10.819, de 2021, e no artigo 15 da Portaria STN nº 10.464, de 2022.

21. Com base nas constatações listadas anteriormente, conclui-se que o Município do Rio de Janeiro se encontra habilitado a contratar as operações de crédito pleiteadas junto ao Banco Nacional de Desenvolvimento Econômico e Social (BNDES) e ao Banco Internacional para Reconstrução e Desenvolvimento (BIRD), na condição de segunda e terceira liberações de recursos previstas no seu Plano de Promoção do Equilíbrio Fiscal.

À consideração superior,

WELLINGTON F. VALSECCHI FÁVARO

Gerente de Projetos GERAP

De acordo, encaminhe-se à Coordenadora Geral da COREM,

FELIPE SOARES LUDUVICE

Coordenador de Relações Financeiras Intergovernamentais

ANA LUISA MARQUES FERNANDES

Coordenadora de Análise e Acompanhamento Fiscal de Estados e Municípios

De acordo, encaminhe-se à COPEM,

GABRIELA LEOPOLDINA ABREU

Coordenadora Geral da Relações e Análises Financeiras de Estados e Municípios

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[1] Conversão no dia 31 de dezembro de 2020: 1 Real/BRL (790) = 0,192452 Dólar dos Estados Unidos/USD (220); e 1 Dólar dos Estados Unidos/USD (220) = 5,1961 Real/BRL (790). Disponível em: https://www.bcb.gov.br/conversao. Acesso dia 23 de outubro de 2023.

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MINISTÉRIO DA FAZENDA
Secretaria do Tesouro Nacional
Subsecretaria de Relações Financeiras Intergovernamentais
Coordenação-Geral de Haveres Financeiros
Gerência de Análise de Demandas

OFÍCIO SEI Nº 59979/2023/MF

Ao Senhor
Renato da Motta Andrade Neto
Coordenador-Geral da COPEM
Esplanada dos Ministérios, Edifício Anexo do Ministério da Fazenda, Bloco P, Ala A, Térreo
70048-900 Brasília-DF

Assunto: Cálculo de suficiência de contragarantia. Portaria ME nº 5.623, de 22/06/2022 . Município do Rio de Janeiro (RJ).

Senhor Coordenador-Geral,

1. Referimo-nos ao OFÍCIO SEI Nº 59760/2023/MF, de 13/11/2023 (38453409), por meio do qual foi solicitada, nos termos do art. 8º da Portaria ME nº 5.623, de 22/06/2022, a verificação do cumprimento dos requisitos necessários à obtenção da garantia da União para operações de crédito pleiteadas pelo Município do Rio de Janeiro (RJ).

2. Informamos que os Decretos Legislativos n° 1.587, de 03/11/2022 (38364836), e n° 1.659, de 25/09/2023 (38364909), concederam ao Município do Rio de Janeiro (RJ) as autorizações para prestar como contragarantia à União das operações de crédito externo junto ao Banco Internacional para Reconstrução e Desenvolvimento - BIRD no valor de até US$ 140,0 milhões; e interno com o Banco Nacional de Desenvolvimento Econômico e Social – BNDES no valor de R$ 702,8 milhões, as receitas a que se referem os artigos 158 e 159, inciso I, alíneas 'b', 'd' e 'e', complementadas pelas receitas tributárias estabelecidas no artigo 156, nos termos do § 4º do artigo 167, todos da Constituição Federal, bem como outras garantias admitidas em direito.

3. Bem como, os Decretos Legislativos n° 1.603, de 08/12/2022 (36061494), e n° 1.620, de 11/04/2023 (36061557), concederam ao Município do Rio de Janeiro (RJ) as autorizações para prestar como contragarantia à União das operações contratuais internas com a Caixa Econômica Federal no valor de R$ 645,9 milhões e o Banco do Brasil S/A no valor de R$ 1,2 bilhão, também, as receitas a que se referem os artigos 158 e 159, inciso I, alíneas 'b', 'd' e 'e', complementadas pelas receitas tributárias estabelecidas no artigo 156, nos termos do § 4º do artigo 167, todos da Constituição Federal, bem como outras garantias admitidas em direito.

4. Destacamos que as operações contratuais internas (com garantia da União) junto aos credores Caixa Econômica Federal e ao Banco do Brasil S/A, já haviam sido encaminhadas com o OFÍCIO SEI Nº 34541/2023/MF, de 27/07/2023 (36029875) no âmbito do processo 17944.100523/2023-01, cuja manifestação desta COAFI se deu por meio do OFÍCIO SEI Nº 34790/2023/MF, de 27/07/2023 (36062164).

5. De acordo com a metodologia presente na Portaria em questão, têm-se, para o ente federativo nas citadas operações de crédito listadas no OFÍCIO SEI Nº 59760/2023/MF, de 13/11/2023 (38453409):

Margem R$ 15.449.246.684,27

OG R$ 395.181.415,18

6. Assim, tendo em vista que o valor da 'Margem' é superior ao valor da 'OG', são consideradas suficientes as contragarantias oferecidas nos termos do art. 8º da Portaria ME nº 5.623, de 22/06/2022 pelo Município do Rio de Janeiro (RJ).

7. Ademais, cabe salientar que a atual análise está posicionada nesta data, sendo subsidiada por dados de receitas pertencentes ao Balanço Anual de 2022, extraído do Sistema de Informações Contábeis e Fiscais do Setor Público Brasileiro – SICONFI, e de despesas pertencentes ao Cronograma Financeiro das Operações e demais Operações Contratadas obtidas do SADIPEM e disponíveis neste processo SEI para as operações realizadas no âmbito do Plano de Promoção do Equilíbrio Fiscal - PEF. As taxas de câmbio utilizadas na conversão para reais de operação em moeda estrangeira seguiram as orientações contidas no art. 7º da Portaria ME nº 5623, de 22/06/2022 e no art. 8º, § 2º, da Portaria STN nº 882, de 18/12/2018.

8. Em atendimento ao que é estabelecido pelo art. 9º da Portaria ME nº 5.623, de 22/06/2022, informamos que não temos conhecimento acerca de decisões judiciais em vigor que obstem a execução de contragarantias contra o referido ente até esta data.

9. Da mesma forma, registramos que, para fins de nova avaliação de suficiência de contragarantias, esta Coordenação-Geral deverá ser comunicada caso os demonstrativos de receitas e despesas utilizados na presente análise sejam atualizados.

Anexo:

I - Margem e OG (SEI nº 38476395)

À consideração superior.

Documento assinado eletronicamente	Documento assinado eletronicamente
EUGÊNIO CÉSAR ALMEIDA FELIPPETTO	**MARIA APARECIDA CARVALHO**
AFFC/GERAD/COAFI	Gerente da GERAD/COAFI

De acordo. Encaminhe-se à COPEM.

Documento assinado eletronicamente

DENIS DO PRADO NETTO

Coordenador-Geral de Haveres Financeiro

Documento assinado eletronicamente por **Maria Aparecida Carvalho**, **Gerente**, em 13/11/2023, às 16:00, conforme horário oficial de Brasília, com fundamento no § 3º do art. 4º do Decreto nº 10.543, de 13 de novembro de 2020.

Documento assinado eletronicamente por **Eugenio Cesar Almeida Felippetto**, **Auditor(a) Federal de Finanças e Controle**, em 13/11/2023, às 16:00, conforme horário oficial de Brasília, com fundamento no § 3º do art. 4º do Decreto nº 10.543, de 13 de novembro de 2020.

Documento assinado eletronicamente por **Denis do Prado Netto**, **Coordenador(a)-Geral**, em 13/11/2023, às 16:08, conforme horário oficial de Brasília, com fundamento no § 3º do art. 4º do Decreto nº 10.543, de 13 de novembro de 2020.

Esplanada dos Ministérios, Edifício Anexo do Ministério da Fazenda, Bloco P, Ala B, Térreo, Edifício Anexo ao Bloco P - Bairro Esplanada dos Ministérios
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MINISTÉRIO DA FAZENDA
SECRETARIA DO TESOURO NACIONAL
COORDENAÇÃO-GERAL DE HAVERES FINANCEIROS - COAFI

CÁLCULO DA MARGEM DE CONTRAGARANTIA

ENTE:	**Rio de Janeiro (RJ)**
VERSÃO BALANÇO:	**2022**
VERSÃO RREO:	**6º bimestre de 2022**
MARGEM =	**15.449.246.684,27**
DEMONSTRATIVO ESCOLHIDO =	**Balanço Anual (DCA)**

Balanço Anual (DCA) de 2022

RECEITAS PRÓPRIAS		**12.659.708.272,20**
1.1.1.2.50.0.0	IPTU	4.308.002.371,66
1.1.1.2.53.0.0	ITBI	1.102.270.175,09
1.1.1.4.51.1.0	ISSQN	7.249.435.725,45
RECEITAS DE TRANSFERÊNCIAS		**4.832.369.787,51**
1.1.1.3.03.0.0	IRRF	1.601.273.724,62
1.7.1.1.51.1.0	FPM	457.106.691,91
1.7.1.1.52.0.0	ITR	1.471.093,38
1.7.2.1.50.0.0	ICMS	1.924.562.412,35
1.7.2.1.51.0.0	IPVA	801.113.942,61
1.7.2.1.52.0.0	IPI EXPORTAÇÃO (MUNICÍPIOS)	46.841.922,64
DESPESAS		**2.042.831.375,44**
3.2.00.00.00	DESPESA COM SERVIÇO DA DÍVIDA	804.599.334,61
4.6.00.00.00	AMORTIZAÇÃO DA DÍVIDA	1.238.232.040,83
MARGEM DCA		**15.449.246.684,27**

Relatório Resumido da Execução Orçamentária (RREO) do 6º bimestre de 2022

RECEITAS PRÓPRIAS		**12.659.708.272,20**
Total dos últimos 12 meses	IPTU	4.308.002.371,66
	ISS	7.249.435.725,45
	ITBI	1.102.270.175,09
RECEITAS DE TRANSFERÊNCIAS		**5.629.218.588,38**
Total dos últimos 12 meses	IRRF	1.601.273.724,62
	Cota-Parte do FPM	618.462.412,98
	Cota-Parte do ICMS	2.405.703.015,49
	Cota-Parte do IPVA	1.001.392.428,28
	Cota-Parte do ITR	1.838.866,54
	Transferências da LC nº 87/1996	548.140,47
DESPESAS		**2.459.962.300,07**
Despesas Empenhadas até o Bimestre (b)	Serviço da Dívida Interna	1.449.301.562,72
	Serviço da Dívida Externa	112.755.490,13
Despesas Empenhadas até o Bimestre (f)	AMORTIZAÇÃO DA DÍVIDA	897.905.247,22
MARGEM RREO		**15.828.964.560,51**

MINISTÉRIO DA ECONOMIA
SECRETARIA DO TESOURO NACIONAL
COORDENAÇÃO-GERAL DE HAVERES FINANCEIROS - COAFI

CÁLCULO DA OPERAÇÃO COM GARANTIA (OG)

ENTE:	**Rio de Janeiro (RJ)**
OFÍCIO SEI:	OFÍCIO SEI Nº 59760/2023/MF, de 13/11/2023
RESULTADO OG:	**395.181.415,18**

Operação nº 1

Identificação da operação de crédito (nº e/ou credor):	Caixa Econômica Federal
Moeda da operação:	Real
Valor do contrato em reais:	645.931.000,00
Primeiro ano de reembolso:	2023
Último ano de reembolso:	2032
Qtd. de anos de reembolso:	10
Total de reembolso em reais:	921.586.321,72
Reembolso médio(R$):	**92.158.632,17**

Operação nº 2

Identificação da operação de crédito (nº e/ou credor):	Banco do Brasil S/A
Moeda da operação:	Real
Valor do contrato em reais:	1.200.000.000,00
Primeiro ano de reembolso:	2023
Último ano de reembolso:	2033
Qtd. de anos de reembolso:	11
Total de reembolso em reais:	2.066.156.355,37
Reembolso médio(R$):	**187.832.395,94**

Operação nº 3

Identificação da operação de crédito (nº e/ou credor):	Banco Internacional para Reconstrução e Desenvolvimento (BIRD)
Moeda da operação:	Dólar dos EUA
Valor do contrato em reais:	135.238.245,00
Taxa de câmbio (R$/Dólar dos EUA):	4,950
Data da taxa de câmbio (Dólar dos EUA):	31/08/2023
Total de reembolsos em moeda estrangeira (Dólar dos EUA):	198.913.317,72
Primeiro ano de reembolso:	2024
Último ano de reembolso:	2042
Qtd. de anos de reembolso:	19
Total de reembolso em reais:	984.620.922,71
Reembolso médio(R$):	**51.822.153,83**

Operação nº 4

Identificação da operação de crédito (nº e/ou credor):	Banco Nacional de Desenvolvimento Econômico e Social (BNDES)
Moeda da operação:	Real
Valor do contrato em reais:	702.792.500,00
Primeiro ano de reembolso:	2023
Último ano de reembolso:	2047
Qtd. de anos de reembolso:	25
Total de reembolso em reais:	1.584.205.831,00
Reembolso médio(R$):	**63.368.233,24**

AGREED MINUTES OF NEGOTIATIONS BETWEEN

THE FEDERATIVE REPUBLIC OF BRAZIL, THE PREFEITURA OF RIO DE JANEIRO

AND

THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (IBRD)

REGARDING THE

RIO DE JANEIRO FISCAL MANAGEMENT AND SUSTAINABLE DEVELOPMENT POLICY LOAN

(Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II)

October 5, 2023

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1. **Introduction.** Negotiations for a proposed loan of one hundred thirty five million, two hundred thirty eight thousand, two hundred forty-five dollars (US$135,238,245.00) for the Rio de Janeiro Fiscal Management and Sustainable Development Policy Loan (*Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II*) (the Program) were held by video-conference on October 5, 2023, between representatives of (i) the Municipality of Rio de Janeiro (the Borrower), including representatives from the Secretariat of Finance (Secretaria Municipal de Fazenda e Planejamento, SMFP) and the Municipal General Attorney's Office (Procuradoria-Geral do Município, PGM) (collectively the "Borrower's Delegation"); (ii) the Federative Republic of Brazil (the Guarantor), including representatives from the Ministry of Finance's General Attorney's Office (*Procuradoria-Geral da Fazenda Nacional – PGFN/MF*) and National Treasury Secretariat (*Secretaria do Tesouro Nacional – STN/MF),* and the Ministry of Planning and Budgeting's Secretariat of International Affairs and Development *(Secretaria de Assuntos Internacionais e Desenvolvimento – SEAID/MPO)* (collectively, the "Guarantor's Delegation" and, together with the Borrower's Delegation, "Brazilian Delegation"); (iii) and IBRD (the "World Bank's Delegation") (collectively, "Delegations"). Members of the Borrower, the Guarantor and the World Bank Delegations are listed in Annex 1 to these Minutes. The head of the Guarantor's Delegation, Viviane Vecchi Mendes Müller (SEAID), and the head of the Borrower's Delegation, Andrea Riechert Senko (Secretary of Finance and Planning, Municipality of Rio de Janeiro), confirm and declare that they have been authorized to sign these Minutes on behalf of the Guarantor and the Borrower, respectively.

2. **Programmatic Nature of the Operation.** The World Bank's Delegation explained that, in accordance with its policies, development policy operations following a programmatic approach consist of a series of operations within a medium-term framework of policy and institutional actions. This Program is the second of a Programmatic Series.

3. **Documents Discussed and agreed on.** The Delegations discussed and reached agreements on necessary revisions to the following documents: (i) the draft Loan Agreement (LA) between the Municipality of Rio de Janeiro and the World Bank; (ii) the draft Guarantee Agreement (GA) between the Federative Republic of Brazil and the World Bank; (iii) the Loan Choice Worksheet; (iv) the Amortization Schedule; and (v) the Program Document (PD). The negotiated version of documents (i) to (iv) are attached to these Minutes as Annexes 2 to 5 (the "Negotiated Documents"). The PD is attached to these Minutes as Annex 6. The World Bank Delegation clarified that, as part of the preparation for Board presentation and signing, the Negotiated Documents will be reviewed and may be subject to formatting and editorial changes, as applicable. In case of any substantive changes to the Negotiated Documents, the Brazilian Delegation will be notified. These Minutes record and clarify key understandings regarding the Negotiated Documents and the Program.

4. **Program Document.** The PD dated August 9, 2023, agreed upon during appraisal between the Bank and the Borrower was reviewed by the Borrower's Delegation and minor changes were agreed upon during negotiations. During the World Bank's internal clearance processes prior to Board approval, additional adjustments for consistency and clarity purposes may be necessary. In case of any substantive changes to the PD, the Borrower's and the Guarantor's Delegations will be notified.

Loan Agreement

5. **Conditions of Effectiveness as per the General Conditions:** with respect to the provisions of Section 9.02 of the General Conditions, the Borrower's Delegation and the Guarantor's Delegation have informed the World Bank Delegation that they will submit legal opinions satisfactory to the World Bank to confirm that the LA and the GA are binding in accordance with their terms, as a Condition of Effectiveness to the LA and GA, respectively.

6. **Choice of Loan Financial Terms.** The financial terms of the Program Loan, as per the Loan Choice Worksheet submitted by the Borrower (Annex 4 of these Minutes), are summarized in the table below. The Borrower confirmed that it agrees with these financial terms.

IBRD Financial Product	DPF IBRD Flexible Loan
Currency and Amount	135,238,245.00 United States Dollars.
Front-end Fee	One quarter of one percent (0.25%) of the Loan Amount
Commitment Charge	One quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance. Accrues starting 60 days after loan signature and payment due twice a year.
Financial Terms	Variable Spread 1 year grace period and total maturity of 18.5 years. Principal repayment beginning on March 15, 2025 and ending on March 15, 2042. Terms valid for Board approval on November 16, 2023.
Single Borrower Limit Surcharge	One half of one percent (0.5%) per annum of the "Allocated Excess Exposure Amount" for each said day ("Exposure Surcharge") payable semi-annually in arrears of each payment date.

7. The Bank agreed to inform the Guarantor, upon request, the Standard Exposure Limit and the Total Exposure applicable to the Member Country, as the case may be.

8. **Amortization Schedule.** The Borrower confirmed the Amortization Schedule attached (Annex 5 to these Minutes) and reflected in Schedule 2 of the LA. The Amortization Schedule is valid for an expected Board Date of November 16, 2023. The World Bank Delegation explained that a Commitment-linked Amortization Schedule means an Amortization Schedule in which the timing and amount of principal repayments is determined by reference to the date of approval of the Loan by the World Bank Board of Executive Directors (Board date) and calculated as a portion of the Withdrawn Loan Balance, as specified in the LA. The Bank Delegation further clarified that should there be a change in the Board Date, the amortization schedule (and in turn the LA) may need to be updated and the Borrower and the Guarantor will be informed accordingly. The revised financial terms would be agreed upon by all parties, also through email, following which an addendum to these Minutes would be signed and circulated.

9. **Withdrawal of Loan Proceeds.** The withdrawal conditions for the Program were discussed and agreed as indicated in Section II.C. of Schedule 1 to the LA. In order to facilitate compliance with Brazilian legislation, the Delegations agreed and reflected in the LA that the Borrower will be able to request only one disbursement of the Loan proceeds.

10. **Disbursement currency.** The Borrower decided to have the loan proceeds disbursed in Reais to an account opened by the Municipality at the *Banco do Brasil* branch in Rio de Janeiro, in that currency.

11. **Effectiveness.** The deadline for the effectiveness as per Article 5.02 of the LA is 120 days after the Signature Date of the LA. The legal agreements for a World Bank Loan terminate if the conditions for their effectiveness are not met by the deadline specified in the LA. If this deadline needs to be extended, the Borrower will request an extension for the Bank's consideration. When warranted, the Bank may decide to extend the effectiveness deadline; for DPF projects, the deadline cannot be extended beyond twelve (12) months after Bank Loan approval (currently planned for November 16, 2023). Considering the requirements of the National Treasury, the PGFN representative from the Guarantor Delegation requested that, prior the Signing Date, the Bank confirms that the Additional Effectiveness Conditions are substantially met.

12. **Legal Evidence.** All evidence supporting the Prior Actions listed in the LA has been received and found acceptable.

13. **Loan Closing Date.** The Loan Closing Date is December 31, 2024. Any extension of the Closing Date or any changes to the Loan Agreement would require prior approval from the Guarantor, as reflected in the LA.

14. **Statutory Committee.** According to Article III, Section 4 (iii) of the World Bank's Articles of Agreement, a project proposed to be financed or Guaranteed by the World Bank shall be accompanied by a report/recommendation ("Statutory Committee report") to be issued by a competent committee ("Statutory Committee") whose members shall include an expert selected by the Governor representing the member in whose territory the operation in question is located. The Guarantor's Governor, by a letter dated November 8, 2014, confirmed that the Guarantor official signing these Minutes on behalf of the Guarantor, shall be considered to be the Federative Republic of Brazil's expert on the Statutory Committee, and that said official's signature of the Minutes shall be deemed to constitute the signature of the Statutory Committee Report. The Guarantor's Delegation confirmed that the Legal Department of the Ministry of Economy (PGFN/MF) was designated for signing these Minutes of Negotiations with respect to the financing for this Operation.

15. **Letter of Development Policy.** The Borrower's Delegation submitted to the World Bank the Letter of Development Policy signed by the Mayor of the Municipality of Rio de Janeiro dated July 7, 2023, to be included in the PD distributed for Board discussion. The World Bank agreed with the Letter of Development Policy and acknowledged that the letter accurately and faithfully reflects the Borrower's commitment to the policies supported by the Program.

16. **Access to information.** The Program Document was reviewed and will be updated, as applicable, to take into account comments and observations made during negotiations. Pursuant to the World Bank Policy on Access to Information, the World Bank will disclose the PD, the related legal agreements and other information related to the Program, including any supplemental letters, once the operation is approved by the World Bank's Board of Executive Directors.

17. **Acceptance of Negotiated Documents.** The Borrower's Delegation and the Guarantor's Delegation confirmed their approval on the negotiated legal agreements, related documents and these Minutes, which

constitute the full and final agreement of the Borrower and the Guarantor with the aforementioned documents. No additional confirmation at this time or evidence of acceptance of these documents is required for the submission of the proposed Program for the consideration by the World Bank's Board of Executive Directors.

18. **Amendments to the Loan Agreement.** The Guarantor Delegation explained that any changes to the negotiated Loan Agreement would require prior approval from the Guarantor, in compliance with the Guarantor's applicable legal framework.

19. **Signing of Legal Documents.** The Bank Delegation explained that as of July 1, 2023, the Bank migrated to the use of electronic signatures (e-Signatures) as a default modality for signing all IBRD financing agreements concluded with the Bank where both the Bank and Borrower sign electronically via DocuSign. The Borrower's Delegation and the Guarantor's Delegation indicated their readiness to electronically sign the Legal Agreements.

20. **Next Steps.** (a) The World Bank's Delegation informed that the proposed operation is expected to be submitted to its Board of Directors for consideration on November 16, 2023; (b) in parallel to the World Bank's Board approval, the Borrower will expedite the necessary procedural and administrative steps to present the Program to the Brazilian Senate for approval and subsequent signature of the LA and the GA. Should there be a change in the Board Date, the World Bank will inform the Borrower and the Guarantor accordingly.

Daniel Maniezo Barboza
National Treasury Secretariat (STN/MF)

Andrea Riechert Senko
Secretary of Finance and Planning, Municipality of Rio de Janeiro

Suely Dib de Sousa e Silva

Suely Dib
Attorney of the National Treasury (PGFN/MF)

Viviane Vecchi Mendes Müller
General Coordinator of External Financing (SEAID/MPO)

Ana Waksberg Guerrini

Ana Waksberg Guerrini
TTL and Senior Transport Economist (World Bank)

List of Annexes:

Annex 1: Members of the Borrower's, Guarantor's and World Bank's Delegations
Annex 2: Negotiated Legal Agreement

Annex 3: Negotiated Guarantee Agreement
Annex 4: Loan Choice Worksheet
Annex 5: Amortization Schedule
Annex 6: Program Document

Annex 1

Members of Borrower's Delegation

Andrea Riechert Senko, Secretária Municipal de Fazenda e Planejamento
Antonio Carlos de Sá, Procurador
Jorge Farah, Secretaria Municipal de Fazenda e Planejamento
Eliane Totti, Secretaria Municipal de Fazenda e Planejamento
Sandra Lo Fiego, Secretaria Municipal de Fazenda e Planejamento
Jorge Farah, Secretaria Municipal de Fazenda e Planejamento

Members of Guarantor's Delegation

Anael Aymoré Jacob, Especialista em Políticas Públicas e Gestão Governamental - SEAID/MPO
Daniel Maniezo Barboza, Auditor Federal de Finanças e Controle, STN – Ministério da Fazenda
Fabiana Matsuo Nomura, Chefe da Divisão de Acompanhamento de Projetos, SEAID – Ministério do Planejamento e Orçamento
Suely Dib, Procuradora da Fazenda Nacional, PGFN – Ministério da Fazenda
Viviane Vecchi Mendes Müller, Coordenadora Geral de Financiamento Externo, SEAID – Ministério do Planejamento e Orçamento

Members of World Bank's Delegation

Aiga Stokenberga, Task Team Leader e Senior Transport Economist, Transport
Ana Waksberg Guerrini, Task Team Leader e Senior Transport Economist, Transport
Diogo Tavares, Counsel
Ellen Emerich Carulli, Consultant, Transport
Fabiano Colbano, Task Team Leader Senior e Economist, Macroeconomics, Trade and Investments
José Janeiro, Senior Finance Officer
Natasha Pereira Wiedmann, Counsel
Patricia Marrero, Program Assistant
Susana Amaral, Senior Financial Management Specialist
Tania Lettieri, Senior Operations Officer
Tais Fonseca de Medeiros, Transport Specialist, Transport
Patricia Marrero, Program Assistant

CONFIDENTIAL
(NEGOTIATED)
October 5th, 2023

LOAN NUMBER ______-__

Loan Agreement

(Rio de Janeiro Fiscal Management and Sustainable Development Policy Loan)
(*Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II – Rio de Janeiro Sustentável*)

between

THE MUNICIPALITY OF RIO DE JANEIRO

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between THE MUNICIPALITY OF RIO DE JANEIRO (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement).

WHEREAS (A) the Bank has decided to provide this financing on the basis, *inter alia*, of: (1) the actions which the Borrower has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement; (2) the Guarantor’s maintenance of an adequate macroeconomic policy framework; and (3) the Borrower’s maintenance of: (i) an adequate expenditure program; (ii) sustainable debt; and (iii) adequate fiscal arrangements with the Guarantor.

WHEREAS (B) the Borrower has informed the Bank that, upon deposit by the Bank of the proceeds of the Loan (on the terms set forth in Section II of Schedule 1 to this Agreement, for purposes of supporting the Program and in compliance with Legislative Decree No. 1,587, dated November 3, 2022), into an account to be designated by the Borrower, the Borrower will: (i) strengthen the Borrower’s fiscal management to improve medium-term fiscal sustainability; and (ii) accelerate the transition towards a low-carbon, climate-resilient and inclusive urban development.

The Borrower and the Bank, therefore hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

2.01. The Bank agrees to lend to the Borrower the amount of one hundred thirty-five million two hundred thirty-eight thousand two hundred forty-five Dollars (US$ 135,238,245), as such amount may be converted from time to time through a Currency Conversion (“Loan”).

2.02. The Front-end Fee is one-quarter of one percent (0.25%) of the Loan amount.

2.03. The Commitment Charge is one-quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.04. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.

2.05. The Payment Dates are March 15 and September15 in each year.

2.06. The principal amount of the Loan shall be repaid in accordance with Schedule 2 to this Agreement.

2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Borrower shall promptly furnish to the Bank such information relating to the provisions of this Article II as the Bank may, from time to time, reasonably request.

2.08. The Borrower may request the Conversions of Loan terms, in each case with the prior no-objection of the Guarantor, through its Secretariat of the National Treasury of the Guarantor's Ministry of Finance.

ARTICLE III — PROGRAM

3.01. The Borrower declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:

(a) the Borrower and the Bank shall, from time to time, at the request of either party, exchange views on: (i) the Guarantor's macroeconomic policy framework; (ii) the Borrower's maintenance of an adequate expenditure program, sustainable debt, and adequate fiscal arrangements with the Guarantor; (iii) and the progress achieved in carrying out the Program;

(b) prior to each such exchange of views, the Borrower shall furnish to the Bank for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Bank shall reasonably request; and

(c) without limitation upon paragraph (a) and (b) of this Section, the Borrower shall promptly inform the Bank of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program, including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

4.01. The Additional Events of Suspension consist of the following:

(a) a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out; and

(b) an action has been taken, or a policy has been adopted by the Borrower to reverse any action or policy under the Program, including any action listed in Section I of Schedule 1 do this Agreement.

4.02. The Additional Events of Acceleration consist of the following, namely that the event specified in Section 4.01(b) of this Agreement occurs and is continuing for a period of ninety (90) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) The Bank is satisfied with the progress achieved by the Borrower in carrying out the Program and with the adequacy of the Guarantor's macroeconomic policy framework; and

(b) The Bank is satisfied with the Borrower's maintenance of an adequate expenditure program, sustainable debt, and adequate fiscal arrangements with the Guarantor.

5.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower's Representative is its mayor.

6.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

(a) the Borrower's address is:

Prefeitura da Cidade do Rio de Janeiro
Municipality of Rio de Janeiro
Rua Afonso Cavalcanti, 455, 13rd floor, Cidade Nova
20211-110 Rio de Janeiro, RJ
Brazil;

With copy to:

Secretaria de Assuntos Internacionais e Desenvolvimento - SEAID
do Planejamento e Orçamento
Esplanada dos Ministérios Bloco K-5º 8º andar
70040-906 Brasília, DF
Brazil

(b) the Borrower's Electronic Address is:
E-mail:
gabinetedoprefeito@rio.rj.gov.br
eduardopaesassinaturadigital@gmail.com
ddartora@smf.rio.rj.gov.br
jedmundo@smf.rio.rj.gov.br

With copy to:
cofiex@economia.gov.br;

6.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	jzutt@worldbank.org

AGREED as of the Signature Date.

MUNICIPALITY OF RIO DE JANEIRO

By

____
Authorized Representative

Name: __________________________

Title: __________________________

Date: __________________________

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

____
Authorized Representative

Name: __________________________

Title: __________________________

Date: __________________________

SCHEDULE 1

Program Actions; Availability of Loan Proceeds

Section I. <u>Actions under the Program</u>

The actions taken by the Borrower under the Program include the following:

Pillar I – Strengthening the Borrower's Fiscal Management to Improve Medium-Term Fiscal Sustainability

1. To improve its fiscal accountability and increase the transparency, effectiveness, and efficiency of its policies and programs, the Borrower has adopted the IA-CM to strengthen the internal audit capacities of the CGM, as evidenced by Ordinance No. CGM-RIO 9, dated July 6, 2023, published in the Borrower's Official Gazette on July 7, 2023, that approved the Statute of CGM´s internal audit unit.

2. To promote the development of a low-carbon economy, the Borrower has provided fiscal incentives to taxpayers and business activities related to the carbon credit market, as evidenced by Municipal Law No. 7,907, dated June 12, 2023, published in the Borrower's Official Gazette on June 13, 2023.

3. To enable streamlined operations and more efficient auditing of the municipal public pension granting system, the Borrower has unified the record management, processing, granting, and revision of municipal public pension benefits, as evidenced by (a) Decree No. 51,107, dated July 12, 2022, published in the Borrower's Official Gazette on July 13, 2022; (b) Ordinance PREVI-Rio No. 1,045, dated August 15, 2022, published in the Borrower's Official Gazette on August 15, 2022; (c) Ordinance PREVI-Rio No. 1,051, dated February 16, 2023, published in the Borrower's Official Gazette on February 23, 2023, and (d) Ordinance PREVI-Rio No. 1,053, dated April, 28 2023, published in the Borrower's Official Gazette on May 2, 2023.

Pillar II - Accelerating the Transition Towards a Low-Carbon, Climate-Resilient, and Inclusive Urban Development

4. To foster a more competitive and low-carbon bus sector, the Borrower has taken action to separate bus operation from the fleet provision in the BRT system and provide a performance-based remuneration model, as evidenced by (a) Decree No. 116, dated March 30, 2023, published in the Borrower's Official Gazette on March 31, 2023; and (b) Notice of Bidding SMTR No. 01/2023, dated March 31, 2023, published in the Borrower's Official Gazette on April 4, 2023.

5. To increase public transport access and affordability to the lower-income population, the Borrower has (i) expanded the ticket integration of different public

transport modes under a single municipal ticket; and (ii) regulated the complementary transportation service in informal settlements to establish quality and safety standards as well as capped tariffs and new validators allowing for digital payments and data-based tariff policy integration as evidenced by (a) Decree No. 52,134, dated March 9, 2023, published in the Borrower's Official Gazette on March 10, 2023; (b) Decree No. 52,237, dated March 28, 2023, published in the Borrower's Official Gazette on March 29, 2023; and (c) Decree No. 52,095, dated March 3, 2023, published in the Borrower's official Gazette on March 6, 2023.

6. To enable female survivors of domestic violence to access the referral services of the *Rede Especializada para Combate à Violência Doméstica contra Mulheres* (Specialized Network for Combating Violence Against Women in the Municipality), the Borrower has strengthened the "Cartão Move Mulher" (Move Women Card) program, as evidenced by Law No. 7,430, dated June 23, 2022, published in the Borrower's Official Gazette on June 24, 2022.

7. To expand low-carbon mobility in the MRJ and connect the city's low-income areas, the Borrower has(i) regulated the Cycling Network and adopted the Municipal Cycleway Plan that establishes requirements, responsibilities, and an accountability framework to expand and consolidate its implementation, and (ii) established the Road Safety Plan, with targets for reducing traffic fatalities, requirements for speed reduction and physical interventions, and the creation of a Permanent Committee on Road Safety, as evidenced by (a) Municipal Decree No. 52,132, dated March 9, 2023, published in Borrower's Official Gazette on March 9, 2023; and (b) Municipal Decree No. 52,554, dated May 22, 2023, published in the Borrower's Official Gazette on May 23, 2023.

8. To further strengthen the green transformation of the Low Emission District, the Borrower has established a governance structure across Secretaries and other relevant institutions, enabling the renewal of public space with a focus on e-mobility, low-carbon and climate-resilient infrastructure, urban afforestation, and reduction of vehicle emissions, and a M&E system of GHG emissions, as evidenced by Municipal Decree No. 51,047, dated June 28, 2022, published in the Borrower's Official Gazette on June 29, 2022.

Section II. Availability of Loan Proceeds

A. **General.** The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank may specify by notice to the Borrower.

B. **Allocation of Loan Amounts.** The Loan is allocated in: (a) a single withdrawal tranche, from which the Borrower shall be authorized to make only one withdrawal of the Loan proceeds; and (b) the amounts requested by the Borrower to pay the

Front-end Fee. The allocation of the amounts of the Loan to this end is set out in the table below:

Allocations	**Amount of the Loan Allocated (expressed in *USD*)**
(1) Single Withdrawal Tranche	134,900,149.38
(2) Front-end Fee	338,095.62
TOTAL AMOUNT	135,238,245.00

C. Withdrawal Tranche Release Conditions.

1. No withdrawal shall be made of the Single Withdrawal Tranche unless the Bank is satisfied: (a) with the Program being carried out by the Borrower; (b) with the adequacy of the Guarantor's macroeconomic policy framework; and (c) that the Borrower is maintaining an adequate expenditure program, sustainable debt and adequate fiscal arrangements with the Guarantor.

2. Notwithstanding the provisions of Sections 2.02 of the General Conditions, the Borrower shall furnish to the Bank, in support of the withdrawal application, evidence that the Guarantor has certified that (i) the Borrower's *Plano de Promoção do Equilíbrio Fiscal* remains in effect and; (ii) the Guarantor is satisfied with all legal requirements for the withdrawal request to be submitted.

D. Deposit of Loan Amounts.

1. Notwithstanding the provisions of Section 2.03 of the General Conditions:

(a) the Borrower shall open, prior to furnishing to the Bank the first request for withdrawal from the Loan Account, and thereafter maintain a dedicated account in BRL on terms and conditions satisfactory to the Bank ("Local Currency Dedicated Account"); and

(b) all withdrawals from the Loan Account shall be deposited by the Bank into the Local Currency Dedicated Account.

2. The Borrower, within thirty (30) days after the withdrawal of the Loan from the Loan Account, shall report to the Bank: (a) the exact sum received into the Local Currency Dedicated Account; and (b) the record that said exact amount had been accounted for in the Borrower's budget management systems.

E. **Closing Date.** The Closing Date is December 31, 2024 . The Bank may grant an extension of the Closing Date only after the Guarantor's Ministry of Finance has informed the Bank that it agrees with such an extension.

SCHEDULE 2

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

Level Principal Repayments

Principal Payment Date	Installment Share
On each March 15 and September 15 Beginning March 15, 2025 through September 15, 2041	2,86%
On March 15, 2042	2,76%

APPENDIX

Section I. Definitions

1. "BRL" means Brazilian reais.

2. "BRT" means Bus Rapid Transit.

3. "CGM" means the Municipal Comptroller General of Rio de Janeiro Municipality.

4. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Development Policy Financing", dated December 14, 2018 (last revised on July 15, 2023)[,).

5. "GHG" means Greenhouse Gases.

6. "IA-CM" means the Internal Audit Capability Model developed by the Global Institute of Internal Auditors.

7. "Local Currency Dedicated Account" means the account referred to in Part E.1(b) of Section II of Schedule 1 to this Agreement.

8. "Low Emission District" means a delimited area of 2.3 square kilometers aimed at implementing actions to reduce emissions of greenhouse gases, as established by Municipal Complementary Law No. 229, dated July 14, 2021, and further regulated by Municipal Decree No. 51.047, dated June 28, 2022.

9. "M&E" means monitoring and evaluation.

10. "MPE" means the Public Prosecutors Office of the State of Rio de Janeiro (*Ministério Público do Estado do Rio de Janeiro*).

11. "Municipal Cycleway Plan" means the cycling expansion plan – *CicloRio*, which complements and details the planning, implementation and evaluation of infrastructures for the implementation of the RMB, created by Municipal Decree No. 52,132, dated March 9, 2023, published in the Borrower's Official Gazette on March 9, 2023.

12. "PCRJ" means the Rio de Janeiro City Hall (*Prefeitura da Cidade do Rio de Janeiro*).

13. "Plano de Promoção do Equilíbrio Fiscal" means the Guarantor's plan for the fiscal and credit worthiness recovery of subnational entities stating the set of goals and commitments agreed upon between the Guarantor and each subnational entity that joins the plan, established by Law No. 178, dated January 13, 2021.

14. “PREVI-Rio” means the Institute of Social Security and Assistance of the Municipality of Rio de Janeiro *(Instituto de Previdência e Assistência do Rio de Janeiro).*

15. “Program” means: the program of objectives, policies, and actions set forth or referred to in the letter dated July 7, 2023, from the Borrower to the Bank declaring the Borrower’s commitment to the execution of the Program, and requesting assistance from the Bank in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule 1 to this Agreement, and actions to be taken consistent with the program’s objectives.

16. “Secretaries” means the Municipal Secretariat of Finance and Planning (*Secretaria Municipal de Fazenda e Planejamento*), Municipal Urban Planning Secretariat (*Secretaria Municipal de Planejamento Urban*o), Municipal Environment Secretariat (*Secretaria Municipal de Meio Ambiente da Cidade*), Municipal Infrastructure Secretariat (*Secretaria Municipal de Infraestrutura - SMI*), Municipal Education Secretariat (*Secretaria Municipal de Educação – SME*) and SMTR.

17. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement, and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.

18. “Single Withdrawal Tranche” means the amount of the Loan allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

19. “SMTR” means the Secretariat of Transport of Rio de Janeiro Municipality (*Secretaria Municipal de Transporte*).

20. “Specialized Network for Combating Violence Against Women” means the articulated action between different institutions and the community with the aim of developing effective prevention strategies and policies that guarantee the empowerment and construction of women's autonomy, the respect of their human rights, accountability of aggressors and qualified assistance to women in violence situation. The network is composed of governmental and non-governmental bodies and institutions; services and programs aimed at holding perpetrators accountable; universities; federal, state and municipal authorities responsible for guaranteeing rights (housing, education, work, social security, culture); and specialized and non-specialized care services for women under violence situation.

CONFIDENTIAL DRAFT
(NEGOTIATED)
October 5th, 2023

LOAN NUMBER ______-__

Guarantee Agreement

(Rio de Janeiro Fiscal Management and Sustainable Development Policy Loan)
**(*Projeto de Ajuste e Desenvolvimento*
Sustentável do Rio de Janeiro – Etapa II – Rio de Janeiro Sustentável)**

between

FEDERATIVE REPUBLIC OF BRAZIL

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

LOAN NUMBER ______ -__

GUARANTEE AGREEMENT

AGREEMENT entered into between FEDERATIVE REPUBLIC OF BRAZIL ("Guarantor") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") ("Guarantee Agreement") in connection with the Loan Agreement of the Signature Date between the Bank and the MUNICIPALITY OF RIO DE JANEIRO ("Borrower"), concerning Loan No. ______ ("Loan Agreement"). The Guarantor and the Bank hereby agree as follows:

ARTICLE I – GENERAL CONDITIONS; DEFINITIONS

Section 1.01. The General Conditions (as defined in the Appendix to the Loan Agreement) apply to and form part of this Agreement.

Section 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Loan Agreement.

ARTICLE II – GUARANTEE

Section 2.01.The Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of all Loan Payments payable by the Borrower pursuant to the Loan Agreement.

ARTICLE III –REPRESENTATIVE; ADDRESSES

Section 3.01. The Guarantor's Representative is the Minister of Finance.

Section 3.02. For purposes of Section 10.01 of the General Conditions:

(a) the Guarantor's address is:

Ministério da Fazenda
Procuradoria Geral da Fazenda Nacional
Esplanada dos Ministérios, Bloco "P" - 8º andar
70048-900 Brasília, DF
Brazil; _; and

(b) the Guarantor's Electronic Address is:

Facsimile:	E-mail:
(55-61) 3412-1740	apoiocof.df.pgfn@pgfn.gov.br

With copies to:

SEAID – Secretaria de Assuntos Internacionais e Desenvolvimento do Ministério do Planejamento e Orçamento
Esplanada dos Ministérios, Bloco K - 8º andar
Brasília, DF, 70040-906 - Brazil
E-mail: cofiex@economia.gov.br

Ministério da Fazenda
Secretaria do Tesouro Nacional
Coordenação-Geral de Controle da Dívida Pública
Esplanada dos Ministérios, Bloco P, Ed. Anexo, Ala A – 1º andar, sala 121
Brasília, DF, 70048-900 - Brazil

E-mail:
codiv.df.stn@tesouro.gov.br
gecod.codiv.df.stn@tesouro.gov.br

Section 3.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank's Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	jzutt@worldbank.org

AGREED as of the later of the two dates written below.

FEDERATIVE REPUBLIC OF BRAZIL

By

____

Authorized Representative

Name: ______________________________

Title: ______________________________

Date: ______________________________

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

____

Authorized Representative

Name: ______________________________

Title: ______________________________

Date: ______________________________

THE WORLD BANK
IBRD • IDA

Termos Financeiros de Empréstimos Flexíveis do BIRD (IFL) com Spread Variável.

Preencha o formulário eletronicamente. Imprima e assine o formulário prenchido.

(Clique nas áreas sombreadas e digite a informação. Verifique as "Instruções de Preenchimento da Planilha de Opcoes de Empréstimos".)

INFORMAÇÃO SOBRE FINANCIAMENTO

Nome do país: Brasil

Nome do projeto ou programa: Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro - Etapa II

Mutuário: Município do Rio Janeiro

Moeda do empréstimo (favor selecionar SOMENTE UMA): dólar dos EUA **Montante do empréstimo:** 135,238,245.00

Se o empréstimo for expresso em mais de uma moeda, favor especificar em folha separada o nome e o montante de cada moeda.

A taxa de juros do empréstimo é a soma da taxa de referência mais o spread variável.

TERMOS DE AMORTIZAÇÃO

Selecione as datas de pagamento: de 15 **de** março-setembro **de cada ano.**

Período de carência. Especifique o número de anos (de 0-19.5): **Ano(s)** 1

Prazo total de amortização, incluindo o período de carência: Especifique o número de anos (de 0-35): **Ano(s)** 18,5

Selecione somente UMA das seguintes opções:

- (●) **Programa de amortização vinculado ao compromisso**
- ( ) ***Programa de amortização vinculado aos desembolsos*** **(NOTA: se for escolhido o programa de amortização vinculado ao desembolso, somente há disponibilidade dos seguintes perfis de amortização: i. Amortização Constante ou ii. Pagamento constante)**

Selecione somente UM dos seguintes perfis de amortização:

- (●) **i. Amortização Constante**
- ( ) **ii. Pagamento Constante (Tabela Price)**
- ( ) **iii. Amortização Única (Bullet)** **Data de Amortização**
- ( ) **iv. Outras amortizações não padronizadas (especifique as datas programadas de pagamento e montantes da amortização a serem pagos nas datas do pagamento do principal. Se for necessário mais espaço, favor anexar uma folha separada).**

COMISSÃO INICIAL

Selecione somente UMA das seguintes opções:

- (●) **Comissão inicial de financiamento retirada dos recursos do empréstimo (capitalizado).**
- ( ) **O mutuário pagará a comissão inicial com os próprios recursos (faturada).**

OPÇÕES DE CONVERSÃO

A) Para obter informacões detalhadas sobre as opções padrão de conversão de moeda e conversão da taxa de juros, favor consultar a Seção 4.01(b) das Condições Gerais.
Indique se o mutuario não deseja participar de nenhuma opção de conversão. Não deseja participar do seguinte:

- [ ] Conversão da moeda
- [ ] Conversão da Taxa de Referência
- [ ] Tetos ou Faixas de Variação da Taxa de Referência

B) Se o Mutuário preferir Tetos ou Faixas, selecione somente UMA das seguintes opções:

- [ ] O prêmio do teto/faixa pode ser financiado com os recursos do empréstimo, contanto que haja fundos disponíveis para serem desembolsados.
- [x] Prêmio do teto/faixa pago pelo mutuário com recursos próprios.

C) NOTA: Utilize esta opção somente se desejar que o BIRD modifique automaticamente a taxa de referência de todos os desembolsos do empréstimos. A opção ARF por montante não está disponibilizada para IFLs com programação de pagamento vinculado ao desembolso.

- [ ] Fixação Automática da Taxa de Referência (ARF)

Período: (Igual a um ou mais Períodos de Juros): Selecionar período

OU

Montante (mínimo de US$ 3 milhões ou 10% do empréstimo, ou o que for maior):

D) - [ ] Conversão Automática em Moeda Nacional

NOTA: Conversão Automática da Moeda a uma Moeda Nacional (ACLC). Esta opção converterá automaticamente todo desembolso do empréstimo e a respectiva moeda de pagamento em moeda nacional. Favor contatar o Financial Products and Client Solutions (enviar e-mail a FP@worldbank.org para obter informações sobre moedas, montantes, normas e taxas disponíveis, bem como para obter instruções e formularios específicos relacionadas a esta opção.)

DECLARAÇÃO DAS RAZÕES DO MUTUÁRIO PARA A ESCOLHA DE TERMOS DO EMPRÉSTIMO

O apoio financeiro do Banco Mundial para implantação do "Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro - Etapa II" no valor de US$ 135,238,245.00 tem particular relevância na estratégia de financiamento da Prefeitura do Rio de Janeiro, que, associado ao Plano de Equilíbrio Fiscal, contribuirá para construção da trajetória de reequilíbrio das contas públicas municipais e para acelerar para um desenvolvimento urbano de baixo carbono, resiliente ao clima e inclusiva

DECLARAÇÃO

O mutuário declara que não só tomou suas próprias decisões para obter o Empréstimo em conformidade com os termos contidos neste Formulário bem como declara que o Empréstimo é adequado para ele com base no seu próprio julgamento. O mutuário não recebeu qualquer comunicação (oral ou por escrito) do Banco Mundial com recomendação para tomar o Empréstimo de acordo com os termos selecionados neste documento, ficando entendido que quaisquer informações e explicações relacionadas com os termos e condições do Empréstimo não serão consideradas recomendações para se tomar o Empréstimo. O mutuário declara ainda que compreende e aceita os termos, condições e riscos do Empréstimo. No tocante às opções de conversão, o Mutuário afirma que toda conversão será aceita para fins de gestão prudente da dívida e não para fins especulativos e será solicitada mediante a apresentação de requerimento de conversão distinta, se aplicável. Para obter informação sobre opções de conversão favor consultar o website:
World Bank Treasury - Financial Products and Client Solutions website.

ASSINATURA DO MUTUÁRIO E DATA

Assinatura:	Data:
Andrea R. Senko	11/08/2023

Amortization Schedule

Project	P179182-2nd Rio Fiscal and Sustainable DPL	**Region**	LATIN AMERICA AND CARIBBEAN	**Country**	Brazil
TTL	AnaWaksberg Guerrini	**Lending Instrument**	DPL		
Loan	IBRD T13988-	**Financial Product**	IFL - Variable Spread Loan	**Status**	Draft
Amt in CoC	USD 135,238,245.00	**Loan Description**	2ND RJ FISCAL DPL		

Amortization Schedule

Borr Ctry	BR-Brazil	**Income Category**	4	**Avg Repay Maturity (Years)**	20.00

Amortization Schedule Parameters

Maturity Profile	CUSTOM	**Maturity Type**	LEVEL
Repayment Term	COMMITMENT_LINKED	**Repay Freq (in months)**	006
Grace Periods (in months)	012	**Final Maturity (in months)**	222
First Maturity Dt	15Mar2025	**Last Maturity Dt**	15Mar2042
Est Last Disb Dt		**Disb Grouping (in months)**	000
Payment Day / Month	15/03	**Annuity Rate (%)**	0.00

Version Number: 001

Repayment Schedule

Repay No	Repay Dt	Repay Amt (USD)	Repay Amt (USD)	Repay Pct
001	15Mar2025	3,867,813.81	3,867,813.81	2.86000
002	15Sep2025	3,867,813.81	3,867,813.81	2.86000
003	15Mar2026	3,867,813.81	3,867,813.81	2.86000
004	15Sep2026	3,867,813.81	3,867,813.81	2.86000
005	15Mar2027	3,867,813.81	3,867,813.81	2.86000
006	15Sep2027	3,867,813.81	3,867,813.81	2.86000
007	15Mar2028	3,867,813.81	3,867,813.81	2.86000
008	15Sep2028	3,867,813.81	3,867,813.81	2.86000
009	15Mar2029	3,867,813.81	3,867,813.81	2.86000
010	15Sep2029	3,867,813.81	3,867,813.81	2.86000
011	15Mar2030	3,867,813.81	3,867,813.81	2.86000
012	15Sep2030	3,867,813.81	3,867,813.81	2.86000
013	15Mar2031	3,867,813.81	3,867,813.81	2.86000
014	15Sep2031	3,867,813.81	3,867,813.81	2.86000
015	15Mar2032	3,867,813.81	3,867,813.81	2.86000
016	15Sep2032	3,867,813.81	3,867,813.81	2.86000
017	15Mar2033	3,867,813.81	3,867,813.81	2.86000
018	15Sep2033	3,867,813.81	3,867,813.81	2.86000
019	15Mar2034	3,867,813.81	3,867,813.81	2.86000
020	15Sep2034	3,867,813.81	3,867,813.81	2.86000
021	15Mar2035	3,867,813.81	3,867,813.81	2.86000
022	15Sep2035	3,867,813.81	3,867,813.81	2.86000
023	15Mar2036	3,867,813.81	3,867,813.81	2.86000
024	15Sep2036	3,867,813.81	3,867,813.81	2.86000
025	15Mar2037	3,867,813.81	3,867,813.81	2.86000
026	15Sep2037	3,867,813.81	3,867,813.81	2.86000
027	15Mar2038	3,867,813.81	3,867,813.81	2.86000
028	15Sep2038	3,867,813.81	3,867,813.81	2.86000
029	15Mar2039	3,867,813.81	3,867,813.81	2.86000
030	15Sep2039	3,867,813.81	3,867,813.81	2.86000
031	15Mar2040	3,867,813.81	3,867,813.81	2.86000
032	15Sep2040	3,867,813.81	3,867,813.81	2.86000
033	15Mar2041	3,867,813.81	3,867,813.81	2.86000
034	15Sep2041	3,867,813.81	3,867,813.81	2.86000
035	15Mar2042	3,732,575.56	3,732,575.56	2.76000
Total		135,238,245.10	135,238,245.10	100.00000

Average Repayment Maturity

Sub Loan Average Repayment Maturity (ARM)	9.82

ARM Saving	10.18

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INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

INTERNATIONAL DEVELOPMENT ASSOCIATION

PROGRAM DOCUMENT FOR A

PROPOSED LOAN

IN THE AMOUNT OF US$ 135,238,245 TO

THE MUNICIPALITY OF RIO DE JANEIRO

WITH A GUARANTEE OF FEDERATIVE REPUBLIC OF BRAZIL

FOR THE

RIO DE JANEIRO FISCAL MANAGEMENT AND SUSTAINABLE DEVELOPMENT POLICY LOAN

August 9, 2023

Transport Global Practice
Latin America And Caribbean Region

Federative Republic of Brazil

GOVERNMENT FISCAL YEAR

January, 1 – December, 31

CURRENCY EQUIVALENTS

(Exchange Rate Effective as August 9, 2023)

Currency Unit

US$1.00: BRL 4.90

ABBREVIATIONS AND ACRONYMS

ASD	Adjustable and Sustainable Development	LAC	Latin America and the Caribbean
BCB	Brazil's Central Bank	LDO	*Lei de Diretrizes Orçamentárias* (Budget Guidelines Law)
BF	*Bolsa Família* (Brazil's flagship social safety net program)	LDP	Letter of Development Policy
BRT	Bus Rapid Transit	LEZ	Low Emission Zones
CAPAG	*Capacidade de pagamento* (credit worthiness scoring system)	LRF	*Lei de Responsabilidade Fiscal* (Fiscal Responsibility Law)
CCDR	Country Climate and Development Report	LRT	Light Transit Rail
CCPAR	*Companhia Carioca de Parcerias* (Rio's PPP Company)	LTS	Long Term Strategy
CEAM	*Centros Especializados de Atendimento à Mulher em Situação de Violência* (Specialized Care Centers for Women in Situation of Violence)	M&E	Monitoring and Evaluation
CEDAE	*Companhia Estadual de Águas e Esgotos do Rio de Janeiro* (State's Water and Sewage Company)	MRJ	Municipality of Rio de Janeiro
CGM	*Controladoria Geral do Município* (Municipal Comptroller General)	NAP	National Adaptation Plan
CPF	Country Partnership Framework	NCR	Net current revenues
CPI	Consumer Price Index	NDC	Nationally Determined Contributions
COFINS	*Contribution for Social Security Financing* (Contribuição para o Financiamento da Seguridade Social)	NMT	Non-motorized Transport
DPL	Development Policy Loan	PA	Prior action
FDI	Foreign Direct Investments	PAFs	*Programas Aplicativos Fiscais* (State-federal Fiscal Adjustment Programs)
FINCON	Accounting and Budget Execution System	PDO	Project Development Objective

FPM	*Fundo de Participação dos Municípios* (Municipal Participation Fund)	PDS	*Plano de Desenvolvimento Sustentável* (Sustainable Development and Climate Action Plan)
FTA	Free Trade Agreement	PEF	*Plano de Equilibrio Fiscal* (Fiscal Equilibrium plan)
GDP	Gross Domestic Product	PFM	Public Financial Management
GHG	Greenhouse Gases	PIS	*Programa de Integração Social* (Social Integration Program)
GNFS	Goods and Non-factor Services	PPP	Purchasing Power Parity
GRID	Green, Resilient and Inclusive Development	SCD	Systematic Country Diagnostic
GRS	Grievance Redress Service	SDGs	Sustainable Development Goals
IA-CM	Internal Audit-Capability Model	SMFP	*Secretaria Municipal de Fazenda e Planejamento* (Secretariat of Finance and Planning)
IADB	Inter-American Development Bank	PREVI-RIO	Instituto de Previdência e Assistência do Rio de Janeiro (Institute of Social Security and Assistance of the Municipality of Rio de Janeiro)
IBGE	*Instituto Brasileiro de Geografia e Estatística* (Brazilian Institute of Geography and Statistics)	SMTR	*Secretaria Municipal de* Transportes (Secretariat of Transport)
IBRD	International Bank for Reconstruction and Development	SNG	Subnational Government
ICMS	*Imposto sobre Circulação de Mercadorias e Serviços* (Tax on the Circulation of Goods and Services)	SPM	*Secretaria Especial de Políticas para as Mulheres* (Secretariat for Women's Promotion Policies)
IDA	International Development Association	STN	*Secretaria do Tesouro Nacional* (Federal Treasury)
IFC	International Finance Corporation	TCM-Rio	*Tribunal de Contas do Município do Rio de Janeiro* (Municipality of Rio de Janeiro Audit Court)
IFI	*Instituto Fiscal Independente* (Fiscal Independent Institute	TCU	*Tribunal de Contas da União* (Federal Audit Court)
IIA	Global Institute of Internal Auditors	WB	World Bank
IMF	International Monetary Fund	WBG	World Bank Group
ISS	*Imposto Sobre* Serviços (Tax on Services)		

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FEDERATIVE REPUBLIC OF BRAZIL

RIO DE JANEIRO FISCAL MANAGEMENT AND SUSTAINABLE DEVELOPMENT POLICY LOAN

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This Rio de Janeiro Fiscal Management and Sustainable Development Policy Loan (P179182) was prepared by a team led by Ana Waksberg Guerrini, Senior Transport Economist and TTL (ILCT1), Fabiano Silvio Colbano, Senior Economist and co-TTL (ELCMU), Aiga Stokenberga, Senior Transport Economist and co-TTL (ILCT1) and comprised of (in alphabetical order): Alberto Coelho Gomes Costa, Senior Social Development Specialist (SLCSO); Angela Alice Dengo, Program Assistant (ILCT1); Daniela Gayraud, Operations Analyst, Operations Analyst (SLCEN); Eric Shayer, Senior Environmental Specialist (SLCEN); Gabriel Lara Ibarra, Senior Economist (ELCPV); Gabriela Lima de Paula, Social Development Specialist (SLCSO); Heron Marcos Teixeira Rios, E T Consultant (ELCMU), Luigi Butron Calderon, Economist (ELCMU); Luis Alberto Andres, Sector Leader (ILCDR); Maja Murisic, Senior Environmental Specialist (SLCEN); Manuel Contreras Urbina, Senior Social Development Specialist (SLCSO); Raphael Pinto Fernandes, Consultant (ELCMU); Ricardo Campante Cardoso Vale, E T Consultant (ELCPV); Shireen Mahdi, Lead Country Economist (ELCDR); Rovane Battaglin Schwengber, Social Protection Specialist (HLCSP); Susana Philomeno Amaral, Senior Financial Management Specialist (ELCG1); Tania Melo Lettieri, Operations Officer (LCC5C); Tais Fonseca de Medeiros, Transport Specialist (ILCT1); Veronica Ines Raffo, Senior Infrastructure Specialist (ILCT1); and Xavier Espinet Alegre, Transport Economist (ILCT1).

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The team is grateful for the guidance provided by Johannes C.M. Zutt, Country Director (LCC5C); Maria Marcela Silva, Regional Director (ILCDR); Oscar Calvo-Gonzalez, Regional Director (ELCDR); Bianca Bianchi Alves, Practice Manager (ILCT1); and Doerte Doemeland, Practice Manager (ELCMU).

SUMMARY OF PROPOSED FINANCING AND PROGRAM

BASIC INFORMATION

Project ID	Programmatic	If programmatic, position in series
P179182	Yes	2nd in a series of 2

Proposed Development Objective(s)

The Program Development Objective of this programmatic series is to support the Municipality of Rio de Janeiro in: (i) strengthening fiscal management to improve medium-term fiscal sustainability; and (ii) accelerating the transition towards a low-carbon, resilient and inclusive urban development .

Organizations

Borrower: MUNICIPALITY OF RIO DE JANEIRO

Implementing Agency: Secretaria Municipal de Fazenda e Planejamento, Secretaria Municipal de Transportes

PROJECT FINANCING DATA (US$, Millions)

SUMMARY

Total Financing	**135.24**

DETAILS

International Bank for Reconstruction and Development (IBRD)	135.24

INSTITUTIONAL DATA

Climate Change and Disaster Screening

This operation has been screened for short and long-term climate change and disaster risks

Overall Risk Rating

Moderate

Results

Indicator Name	Baseline	Target
RI1. Current savings (current spending as percentage of current revenues - CAPAG indicator)	100 (2020)	Less than 95 (2024)
RI2. Liquidity (Financial Obligations from Non-Earmarked Resources as percentage of gross cash balance - CAPAG indicator)	-188 (2020)	Less than 100 (2024)
RI3. Percentage ncrease in the number of essential activities implementation of the IA-CM level 2 (%)	38 (2022)	80 (2024)
RI4. ISS revenue (Millions of 2021 Real)	6,482 (2020)	6,689 (2024)
RI5. Number of carbon credits generated in Rio de Janeiro (Tons)	0 (2020)	600,000 (2024)
RI6. Pension Contributions in real terms (Millions of 2021 Real)	4,241 (2020)	4,676 (2024)
RI7. Ridership in the BRT system (Number of passengers)	60.4 million (2021)	80 million[1] (2024)
RI8. Percentage of sexual harassment complaints submitted to the new tracking and response system that are responded (%)	NA (2020)	At least 75 (2024)
RI9. Services provided by the Specialized Network for Combating Violence Against Women[2]	2,346 (2021)	8,200 (2024)
RI10. High and medium capacity mass transit stations connected with cycleways (%)	20 (2020)	At least 40 (2024)
RI11. Rate of traffic deaths per 100,000 inhabitants	9 (Dec 2019)	8[3] (Dec 2024)
RI12. Monthly bicycle trips in the Low Emission District (Rio's Bike-sharing Scheme)	65,000 (Sep 2021)	85,000 (Sep 2024)
RI13. Reduction in GHG emissions (%)	- (2017)	5 (2024)

[1] Excluding the *Transbrasil* line, to be inaugurated in December 2023. RI 7 target revised from an increase in 40 percent to an increase in 33 percent in BRT ridership to reflect the slight delay in the BRT operation bidding process.
[2] Provided by the following 8 units in 2024: *2 CEAMs, 1 Abrigo Sigiloso, 2 NEAPs and 3 NEAMs.*
[3] The target required an adjustment in relation to target stated in the May 2023 Road Safety Plan decree because of the new partial Census data published in June 2023. Initial numbers show an unexpected population reduction in Rio de Janeiro for the first time. The baseline will be kept as 9 as published in 2019, but it is being revised up as the population size was smaller than originally projected. Therefore, the working target for the operation is a reduction of 12.5 percent of traffic fatalities, which is aligned with international targets.

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IBRD PROGRAM DOCUMENT FOR A PROPOSED LOAN IN THE AMOUNT OF US$ US$ 135,238,245 TO THE MUNICIPALITY OF RIO DE JANEIRO FOR THE RIO DE JANEIRO FISCAL MANAGEMENT AND SUSTAINABLE DEVELOPMENT POLICY LOAN

1. INTRODUCTION AND COUNTRY CONTEXT

1. **The proposed Rio de Janeiro Adjustment and Sustainable Development Policy Loan (ASD-DPL) 2 for the Municipality of Rio de Janeiro (MRJ) is the second in a series of two programmatic DPLs. The series supports the MRJ in (i) strengthening fiscal management to improve medium-term fiscal sustainability; and (ii) accelerating the transition towards a low-carbon, climate-resilient, and inclusive urban development.** The first DPL in the series, for US$135,238,245, was approved on June 16, 2022. This second DPL in the series, for US$135,238,245, builds on the first by deepening reforms to strengthen fiscal management and accountability and advance the transition toward a low-carbon, climate-resilient, and inclusive urban development in alignment with its Sustainable Development Goals Agenda[4]. This DPL series supported the municipality of Rio de Janeiro in becoming the first participant in the federal government's Fiscal Equilibrium Plan (PEF), that became effective in December 2021, and in meeting its yearly fiscal targets. It complements other WBG operations that help implement a strategic federal program for the fiscal recovery of subnational entities, while making progress on environmental sustainability. This operation is fully aligned with the Green, Resilient and Inclusive Development (GRID) approach[5], promoting improved public sector resilience and green and inclusive urban development.

2. **Rio de Janeiro, with a population of 6.7 million, has the second largest economy among municipalities in Brazil, and one of the largest in LAC.**[6] Its economy accounts for 4.4 percent of the Brazilian economy, or almost 12 percent if the metropolitan area is considered. It is headquarters to Brazilian oil, mining, and telecommunications companies; an important scientific hub; Brazil's second largest financial sector (after Sao Paulo); and a key tourist destination. Services and industry account for almost 86.5 and 13.5 percent of the municipality's value added, respectively, in 2020.

3. **The COVID-19 pandemic worsened Rio's public finances, further reducing the municipality's capacity to invest in advancing its environmental, social, and economic objectives, including low-carbon, resilient and inclusive urban development.** MRJ fiscal balances weakened even before the pandemic, due to the rapid growth of personnel expenses (up 2.4 percent per year in real terms over 2015-19) and declining revenues (down 1.7 percent per year in real terms in the period). Investments fell from a peak of US$ 959 million in 2015 to only US$ 138 million in 2019. In 2020, the crisis reduced services sector activity and increased the city's unemployment rate to a peak of 16.4 percent in late 2020. Although emergency federal fiscal support helped Rio to safeguard investments in 2020, its declining revenues resulted in an increase of its personnel expenditures to 60.8 percent of the NCR (above the LRF limit) and an accumulation of arrears

[4] The Sustainable Development and Climate Action Plan for the City of Rio de Janeiro has as its central objective the construction of municipal policies aligned with the Sustainable Development Goals of the 2030 Agenda, and thus guide the actions of the MRJ throughout the different administrations.
[5] *https://openknowledge.worldbank.org/bitstream/handle/10986/36322/Green-Resilient-and-Inclusive-Development.pdf?sequence=5&isAllowed=y*
[6] Rio's economy is also large when compared to other LAC countries. Its GDP in 2019 (latest data available for the municipality) was bigger than that of many of the economies in the LAC region, including Bolivia, Belize, Costa Rica, Dominican Republic, El Salvador, Dominica, Guatemala, Grenada, Guyana, Honduras, Haiti, Jamaica, Nicaragua, Panama, Paraguay, St. Lucia, St. Vincent and the Grenadines, Suriname, and Uruguay.

of US$ 1.3 billion in 2020. Supported by reforms under this DPL series, Rio's fiscal balances improved significantly in 2021 and 2022 and arrears were repaid in full. Rio improved its credit rating under the Federal Treasury methodology for "capacity to pay" (CAPAG) from C in 2020 to B in 2022. Most fiscal measures implemented in 2021 have medium-term fiscal effects and will continue to strengthen the municipality's finances over 2023-26.

4. **Rio de Janeiro plays a significant role in Brazil's carbon footprint, particularly through its transport sector, and is well positioned to accelerate low-carbon urban development.** Brazil ranks amongst the world's top ten greenhouse gas (GHG) emitters, mainly due to land use change and agriculture, but the contribution of the transportation sector grew to about 13 percent of total emissions by 2020[7]. Rio's transport sector is the largest source of emissions in the city, at 35.4 percent of the total in 2019 – followed by the stationary energy sector (34.1 percent)[8]. Demand for the bus system gradually declined from 2015, falling sharply in 2020 during the pandemic, while car and motorcycle use increased by 11 and 30 percent, respectively. A lack of dedicated infrastructure for non-motorized transport, such as bike lanes, has impeded a shift to more low-carbon mobility patterns. Policies promoted under DPL1 have begun to transform the sector and encourage individuals to shift from cars and motorcycles to public transportation and active mobility options. Ridership in the municipal transport system has started to rise, especially on the Bus Rapid Transit (BRT) system.

5. **Rio de Janeiro faces significant climate adaptation challenges due to its geography, which renders it vulnerable to climate-related disasters like heavy rainfall and floods, but it has prepared a consistent long-term climate action program.** About 45 percent of the city—particularly poorer areas with informal housing—is at risk of landslides. Heatwaves have a more pronounced impact on the lower-income northern region of the city, disproportionately affecting vulnerable populations. Extreme weather events can disrupt essential services like water, energy, and transportation and cause loss of life. In 2011, for example, floods, landslides, and mudslides near Rio killed about 1,000 people and caused economic losses equivalent to 1.35 percent of the state's GDP[9]. Similarly, in 2022, a major landslide in Petropolis claimed 230 lives. With projected increases in temperature and changes in rainfall patterns in the southeast of the country, including Rio, the frequency and severity of climate-induced natural disasters will escalate; about 10 percent of the city could be affected by rising sea levels by 2080. To address these challenges, DPL1 supported adaptation and mitigation measures, such as Rio's Sustainable Development and Climate Action Plan, measures that promote public and non-motorized transportation, and the establishment of the first Low-Emission Zone in Brazil. The reforms supported in this operation build upon these actions.

6. **The program supported by the DPL series focuses on strengthening fiscal management to improve medium-term fiscal sustainability, and accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development.**[10] The first DPL in the series supported Rio's efforts to strengthen fiscal

[7] In 2020, transport activity represented 45 percent (179.8.5 Mt of CO2e) of GHG emissions for the energy sector, or 13 percent of total emissions, due to its high dependence on fossil fuels. World Bank. (2023). Country Climate and Development Report (CCDR) for Brazil.
[8] *Monitoramento das Emissões de Gases de Efeito Estufa da Cidade do Rio de Janeiro 2012 a 2019, SISCLIMA*. Instituto Pereira Passos, Prefeitura da Cidade do Rio de Janeiro, 2021.
[9] Climate Risk Profile: Brazil (2021): The World Bank Group.
10

sustainability while supporting the shift to a low-carbon and more inclusive urban development. The second DPL further strengthens fiscal management and accountability systems, incentivizes carbon-neutral businesses in the city, and advances the structural transition of the transport sector within the municipality's overall green economy reactivation agenda. It also supports reforms that will contribute to making long-term and private financing available to realize these development goals. The program is structured around two pillars:

i. **The first pillar of this DPL seeks to strengthen public management to improve medium-term fiscal sustainability of the MRJ.** Building on reforms supported under DPL1, this operation seeks to: (i) improve fiscal accountability, (ii) support a tax incentive to firms that make progress on climate mitigation outcomes, and (iii) strengthen pension record management and audits. Key expected results from the measures of this pillar in the programmatic series include: (i) a reduction in the ratio of current expenditures to current revenues from 100 percent in 2020 to less than 95 percent by 2024; (ii) an increase in tax on services revenues of 8.5 percent relative to a no-reform scenario; (iii) an increase in real pension revenues from BRL4.4 billion in 2020 to BRL5.7 billion in 2024 (30 percent real increase); and (iv) a million tons of carbon credits generated in Rio by 2024.

ii. **The second pillar of this DPL seeks to accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development.** Supported reforms are expected to increase the reliance on inclusive and greener mobility modes by (i) further strengthening the sustainability and operational efficiency of public transport services, changing the operational model of the Bus Rapid Transit (BRT) system; (ii) improving the mobility and accessibility of the lower-income population; and (ii) shifting away from motorized modes, by enacting decrees that institute the Cycleway Expansion Plan and the Road Safety Plan. Pilar 2 also aims to increase the safety of women in transport, by supporting (iv) a law that provides a transport allowance to enable female survivors of domestic violence to access specialized referral services. Finally, it promotes (v) a decree to further strengthen the green transformation of the Low Emission District. Key expected results include an increase of at least 40 percent in ridership in the BRT system by 2024, at least 40 percent of mass transit stations being connected to cycleways, a drop in traffic fatalities by 12.5 per cent by 2024, and a 5 percent reduction in GHG emissions by 2024 when compared to the 2017 baseline.

2. MACROECONOMIC POLICY FRAMEWORK

2.1. RECENT ECONOMIC DEVELOPMENTS

7. **After a strong rebound in 2021 and 2022 from the COVID-19 crisis, driven by the vaccination campaign and federal income support to the poor, growth remained solid in early 2023.** GDP grew 1.9 percent on a quarter-on-quarter basis in 2023Q1 – the highest quarterly growth since Q4 2020, mainly driven by the strong growth in agriculture. On the demand side, household consumption and government consumption registered 0.2 percent and 0.3 percent growth, respectively, due to the fiscal stimulus and income transfer support, despite monetary tightening and higher families' indebtedness. Investments fell by 3.4 percent, imports decreased 7.1 percent and exports registered a slight fall (0.4 percent), resulting in a positive contribution of net exports to growth (0.9 p.p.).

8. **Poverty is projected to have decreased from 28.4 percent in 2021 to 24.3 percent in 2022 (at US$6.85/day, 2017 PPP).** This was due to a stronger labor market and a major expansion in coverage (48 percent growth in 2022) and average benefits (170 percent growth in 2022) of income transfer programs. Unemployment dropped to 7.9 percent in 2022, a level not seen since 2015. However, as growth slowed, the unemployment rate rose to 8.3 percent in May 2023. The labor force participation rate fell from 62.5 percent in May 2022 to 61.5 percent in May 2023, remaining below its pre-pandemic level of 63.3 percent. The informality rate, however, declined slightly to 38.9 percent in May 2023, from 40.1 percent in May 2022.

9. **CPI-inflation moderated to 3.2 percent in June 2023 from 12.1 percent in April 2022, falling within the central bank's inflation target interval (3.25 percent with a +/-1.5 tolerance interval).** Food, fuels, and energy prices declined, but annual core and services inflation – though falling - remained high at 6.0 and 6.2 percent, respectively, reflecting persistent price inertia. Inflation expectations moderated to 4.95 percent for 2023 and 3.9 percent for 2024. The Brazilian Central Bank (BCB) policy rate has been kept at 13.75 percent since September 2022, but is expected to fall in late 2023. Credit growth slowed due to the lagged effects of monetary tightening and raising bank spreads. The financial sector in Brazil remained stable and liquid, with strong buffers, as the capital- asset ratio ("Basel Index") reached 15.8 percent in March 2023, comfortably exceeding the regulatory minimum (8 percent international and 10.5 percent in Brazil).

10. **The external position remained strong through May 2023, with the current account deficit fully covered by FDI inflows.** The 12-month current account deficit fell to 2.5 percent of GDP in May 2023 (US$ 48.5 billion) after reaching 3.4 percent of GDP in September 2022. The 12-month net FDI inflows were 2.8 percent of GDP (US$ 54.7 billion), fully covering the current account deficit. International reserves stood at 17.3 percent of GDP (US$ 343.5 billion) in May 2023, above the level of December 2022. The Central Bank FX position was partially offset by currency swap operations of US$ 100.4 billion, resulting in a net FX long position of US$ 243.2 billion (12.3 percent of GDP). Brazil's external position is buffered by the country's moderate exposure to currency depreciation since the share of foreign currency-denominated public debt is low at 5.9 percent of GDP, and gross reserves are sufficient to cover 14 months of imports and 300 percent of the short-term debt. The external financing needs in 2022 were moderate at 10.6 percent of GDP, 3.4 percentage points below their 2020 peak. The high interest differential has provided significant support to the exchange rate, which has appreciated from R$/US$ 5.58 in December 2021 to R$/US$ 4.82 in June 2023.

11. **After improvement in 2022, fiscal balances have shown signs of deterioration in 2023 as economic activity slowed, one-off revenues vanished, and social transfers increased.** The 12-month primary surplus of the public sector reached 0.4 percent of GDP in May 2023, from 1.3 percent of GDP in 2022. From January to May 2023, Central Government's total revenues shrank 1.2 percent in real terms, in line with lower economic activity and commodity prices, while total expenditures rose 5.1 percent in real terms, due to higher income transfer programs and pensions payments related to minimal wage increases. The tightened monetary policy is reflected in higher financing costs, with nominal interest payments reaching 6.8 percent of GDP in May 2023, up from 6.0 percent in 2022. Consequently, the overall fiscal deficit grew to 6.4 percent of GDP in May 2023 (from 4.6 percent in 2022). The general government's gross debt increased to 73.6 in May 2023, following the reduction to 72.9 percent in 2022.

2.2. MACROECONOMIC OUTLOOK AND DEBT SUSTAINABILITY

12. **GDP growth is expected to grow to 2.1 percent in 2023 and 1.3 percent in 2024, and then pick up to 2.4 percent in 2025.** Strong growth in 2023 is expected to be supported by high agriculture sector growth, a strong carry-over effect from Q1 2023 (2.4 percent), and strong private consumption growth, supported by a strong labor market and continued income transfers under the *Bolsa Família* program. The expected deceleration of economic activity in the second semester of 2023 due to the lagged effects of monetary policy will result in a reduced carry-over effect for 2024 and a lower growth for the year. However, as inflationary pressures diminish in 2023, the Central Bank is expected to gradually begin to ease monetary policy in the second semester. The easing of monetary policy will accelerate the economic activity in 2024 and 2025, reflecting in a higher GDP growth in 2025. Poverty rate is expected to decrease slightly in 2023 in this context. Over the medium-term, baseline growth is assumed to stay at around 1.5 percent, on the back of the historical mild Total Factor Productivity (TFP) growth, lower national savings that limits the investment rate and decreasing population growth. Progress on implementing growth-enhancing structural reforms, including those related to trade openness, market competition, and business environment can help to boost TPF and increase potential growth.

13. **The current account (CA) deficit is projected to reach 3.2 percent of GDP in the medium-term as external conditions adjust and growth returns to its pre-pandemic trend.** In 2023, the CA deficit is projected to decrease to 2.4 percent of GDP. The deceleration of the Brazilian economy is expected to result in lower domestic investments and reduced imports of intermediary and capital goods. This will reduce the CA deficit, despite the impacts of the expected normalization of commodity prices that will diminish Brazilian exports value. Despite the positive impacts of the global economic recovery on Brazilian exports in 2024, the acceleration of the imports volume aligned with the domestic economic recovery is expected to increase the CA deficit to 3.2 percent of GDP by 2025. However, the deficit is expected to be fully financed by net FDI flows, as intercompany lending will benefit from higher interest rates spreads and equity and investments funds will improve with global market conditions.

14. **Inflationary pressures are expected to ease in 2023, encouraging the Central Bank to gradually begin to ease monetary policy in the second semester.** Inflation is expected to decelerate to 5 percent in 2023 and converge to the Central Bank target of 3 percent by 2025, aligned to the lagged effects of monetary tightening and stabilization of commodities prices conditions. The Central Bank is expected to gradually begin to ease the monetary policy as inflation declines.

15. **Baseline fiscal projections assume the implementation of the new fiscal framework proposed by the federal government to replace the current spending cap rule.** The new framework has been approved by the Senate, went back to the Lower House and is waiting for a final second round of voting to be sanctioned by the president. The new fiscal framework for the federal government combines a spending rule with a primary balance rule. The spending rule will limit federal real primary spending growth to 70 percent of the real primary recurrent revenue growth (i.e., excluding one-off revenues). Expenditures real growth should be within 0.6 to 2.5 percent. The primary balance targets will be defined for four years in the annual budget guidelines law, with a 0.25 tolerance interval. The annual budget guidelines law will also include a medium-term fiscal framework, with emphasis on the expected effect of the fiscal targets on the public debt trajectory. With the new fiscal framework, the Government foresees zeroing the federal primary deficit in 2024, obtaining primary surpluses of 0.5 and 1.0 percent of GDP in 2025 and 2026 respectively, while

stabilizing the debt/GDP ratio by 2026. The new fiscal framework will require revenue measures to meet the primary balance targets. The new framework implies a need for additional public revenues at around 0.7 – 1.0 percent of GDP between 2023 and 2026.[11] According to the Independent Fiscal Institute (IFI) of Brazil estimates, the package of revenue measures announced by the government is sufficient to meet this gap.

Table 1: Measures announced by the Government to recover revenues, impacts estimated by the government and impacts considered by IFI in their projections*

Policy Measure	Gov. Estimates (BRL bn)			IFI Estimates (BRL bn)**		
	2023	2024	2025	2023	2024	2025
Revenue from the transfer of PIS/PASEP[12] resources to the Treasury	23.0	-	-	23.0	-	-
Return of PIS/COFINS[13] on financial revenue	4.4	6.0	6.0	4.4	6.0	6.4
Return of PIS/COFINS on gasoline and alcohol, including tax on the export of crude oil	28.9	54.5	54.5	28.9	34.7	58.2
Return of PIS/COFINS on diesel, cooking gas and aviation kerosene	1.5	18.6	18.6	1.5	19.8	21.2
Collection of PIS/COFINS on ICMS credits within the scope of states and the DF	31.9	58.0	61.2	-	-	-
Collection of IRPJ and CSLL on tax benefits under ICMS	47.0	47.0	47.0	7.1	12.5	18.8
Taxation on income earned abroad	3.3	3.6	6.8	3.3	3.6	6.8
Updating the exemption range value of the monthly income tax	-3.2	-5.9	-6.3	-3.2	-5.9	-6.3
Multinationals Taxation Review regarding transfer pricing	-	70.0	70.0	-	20.0	26.2
Total	**136.8**	**251.8**	**257.8**	**65.0**	**90.7**	**131.3**
% of GDP	**1.3%**	**2.2%**	**2.4%**	**0.6%**	**0.8%**	**1.2%**

Source: IFI, Finance Minister
* (BRL billion adjusted by the change in nominal GDP)
** According to the IFI Fiscal Follow-up Report of June 2023, there are uncertainties regarding the materialization of tax collections, especially the Collection of IRPJ and CSLL on tax benefits under ICMS and transfer pricing.

16. **Supported by revenue measures, a decline interest payments and anchored in the new fiscal framework, the primary deficit is expected to turn into a surplus over the medium-term.** The projected primary deficit of 0.9 percent of GDP in 2023 for the general government reflects the effects of higher social

[11] According to the Independent Fiscal Institute (IFI) of Brazil estimates, primary revenues would need to grow by at least 0.8 percent of GDP for the government to be able to comply with the primary balance target in 2024.
[12] PIS/PASEP - Social Integration Program (*Programa de Integração Social*).
[13] COFINS – Contribution for Social Security Financing (*Contribuição para o Financiamento da Seguridade Social*)

transfers authorized by Constitutional Amendment 126/2022[14] for the year and the reduction of revenues due to lower one-off revenues and lower inflation. For the coming year, the primary balance is expected to gradually increase until it achieves a surplus of 1.1 percent of GDP by 2026. The overall fiscal deficit is projected to increase to 7.3 percent in 2023 (from 4.6 percent in 2022) before gradually declining to 3.3 percent of GDP by 2026, in line with lowering interest payments caused by easing monetary policy and lower financing needs. The federal financing of the federal fiscal deficit is expected to focus on domestic debt issuances, in line with the National Treasury Annual Borrowing Plan[15] for the federal public debt in the market (87.5 percent of the federal debt is domestic and over 90 percent is in local currency) and the Central Bank monetary strategy for the repo operations.

17. **Public debt is projected to peak at 77 percent of GDP by 2024 under the baseline before trending downward to 71 percent by 2030.** The main macroeconomic shocks that pose risks to debt sustainability include lower than projected primary balances[16], lower GDP growth[17] and real interest rates increase[18]. On the other hand, as the foreign currency-denominated debt is small, a real exchange rate depreciation would reduce the debt-to-GDP ratio[19]. A combined shock would have the largest impact on public debt. Public gross financing needs are expected to decrease from 25.5 percent of GDP in 2023 to 22.6 percent in 2026, on the back of lower interest payments and increasing primary balances. Still, government debt exposure to exchange rate risks is low, as FX-denominated government debt represents 5.7 percent of GDP and 94.8 percent of debt was held in the domestic market in April 2023. And rollover risks are mitigated by sizeable federal cash balances (16.2 percent of GDP in May 2023) and a deep domestic public bonds market.

18. **Macroeconomic risks are mainly driven by concerns with the pace of the fiscal consolidation, low productivity growth and deteriorated external conditions.** The compliance with the targets of the proposed design of the new federal fiscal framework will be critical to stabilize debt in the medium-term and avoid a loss in market confidence, especially, in an alternative stressed macroeconomic scenario. However, this new framework implies a need for additional revenue collection efforts that may not completely materialize, requiring tighter expenditures control. Public debt sustainability is vulnerable to the pace of the fiscal adjustment as well as growth and real interest rate shocks, so the macroeconomic adequacy of this DPF may become less adequate during the life of the operation. Risks of extended demand for public transfers (mainly social transfers and public servants' salaries increase) could further delay the fiscal adjustment needed to ensure medium-term debt sustainability. The dissipation of the cyclical factors (mainly inflation) that spurred

[14] Through the Constitutional Amendment No. 126 (EC 126), the federal government will finance 1.35 percent of GDP in social transfers (mainly, the *Bolsa Família* program) and several other expenditures (real increase in the minimum wage, and in programs such as the *Farmácia Popular* and *Merenda Escolar*, among others), and 0.25 percent of GDP in public investments. Federal government also granted and increase of 9 percent in the salaries of the public civil servants, which will cost 0.11 percent of GDP in 2023.

[15] The Annual Borrowing Plan is available at *https://www.tesourotransparente.gov.br/publicacoes/annual-borrowing-plan-abp-ingles/2023/114*.

[16] An accumulated deterioration in the primary balance of about 3.1 percentage points of GDP between 2024 and 2025 would increase debt to 83 percent by the end of the decade, 5 percentage points above the base case scenario. This scenario also assumes that every percentage point of GDP of less primary balance increases the interest rate by 0.25 basis points.

[17] A drop of 2.9 percentage points in GDP growth between 2024 and 2025, the standard deviation between 2012 and 2022, would lead to a sharp increase in public debt to around 90 percent of GDP by the end of this decade, 13 percentage points higher than the baseline scenario. This scenario also assumes that every percentage point of less economic growth reduces inflation by 0.25 basis points and increased the real interest rate by 0.25 basis points.

[18] A permanent increase in the average interest rate of 200 basis points would steadily increase public debt to 95 percent in 2030.

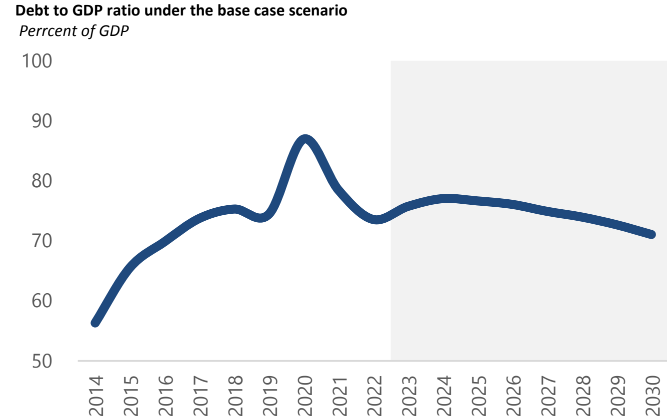
[19] A 47 percent real exchange rate depreciation in 2024, the largest change between 2012 and 2022, would reduce the debt-to-GDP ratio to 70 percent in 2024, remaining around this level until 2030. This scenario assumes a pass-through to inflation of 0.25.

revenue growth in 2021 and 2022 and high debt service costs can raise public financing needs from 2023 onwards. Despite the recent adoption of important reforms, steady growth in recurrent and rigid spending (such as public sector pay and pensions) still crowds out critical public investment and poses challenges for long-term debt sustainability (less than 10 percent of public expenditures). Productivity growth has been concentrated in primary sectors but has been absent in manufacturing and services. The highly complex tax system (highly reliant on consumption of goods and services) has been also an important contributor to the high costs of doing business in Brazil. On the external side, persistent inflationary pressures in advanced economies can keep elevated for a longer time the global interest rates and reduce global economic activity, triggering higher investor risks aversion and reducing capital inflows, weakening the Brazilian currency, putting additional pressures on domestic inflation, as well as limiting investments and exports growth.

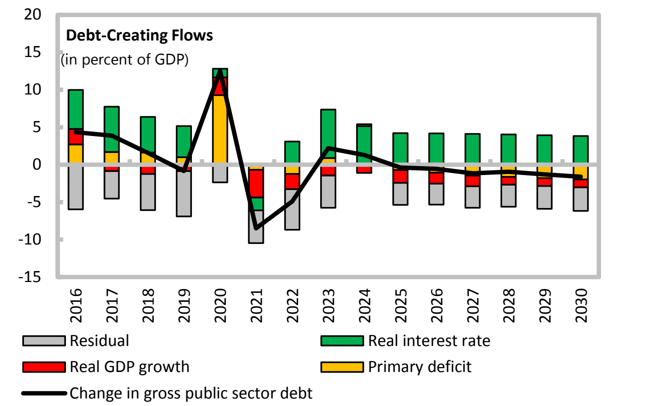
19. **Overall, Brazil's macroeconomic policy framework is deemed adequate for this proposed operation.** Brazil's macroeconomic framework is characterized by a high government's cash balance positions, low public debt exposure to exchange rate fluctuations, strong external accounts, strong financial sector regulations that supports a solid financial system, a consolidated inflation target system based on an independent Central Bank and a flexible exchange rate regime that is able to anchor inflation expectations, and a new fiscal framework that is expected to contribute to stabilize debt over the medium-term. The scenario of approval of key structural reforms is positive. Two tax reforms under discussion (one focusing on indirect taxes replaced by a simple VAT and the other on income taxation) will probably advance through 2023 and 2024, making taxation more progressive, diminishing the heavy tax burden on the poorest population, while improving business environment and productivity prospects through tax simplification. The recently approved financial sector reforms helped to boost competition in the financial markets, financial inclusion, and market access. The labor market reform enacted in 2017 and recent reforms approved in 2020 and 2021 have supported market entry and private sector participation in key infrastructure sectors (water and sanitation, telecom, and energy). This scenario of reforms and the reduction of the political uncertainty after the general elections in 2022 have reflected in the country risk performance, that has reduced 230 basis points in June 2023 (the lowest level since January 2020). Central Bank has offered swap contracts to the market to reduce the floating exchange rate volatility and to provide liquidity to the financial market when the Real is under pressure, preventing the Central Bank from losing reserves and keeping them at high levels (17.5 percent of GDP). Brazil recently concluded a Free Trade Agreement (FTA) with the EU and with the European Free Trade Association (EFTA) countries as part of the Mercosur regional trade block (both pending ratifications by countries' legislative houses), which could increase competition and productivity.

Figure 1: Public Debt Sustainability Analysis, Macro-Fiscal Stress Tests

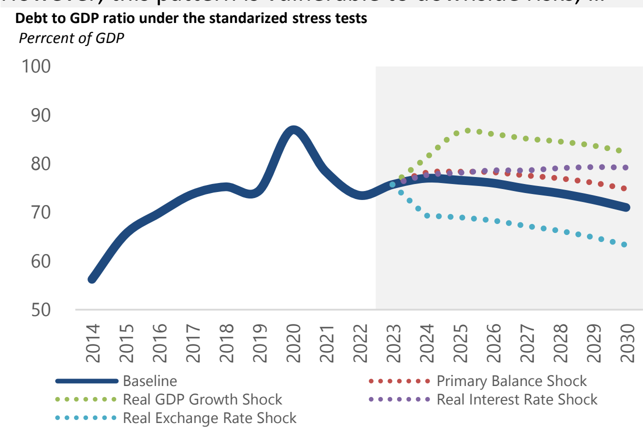
Debt would stabilize in the second half of this decade…



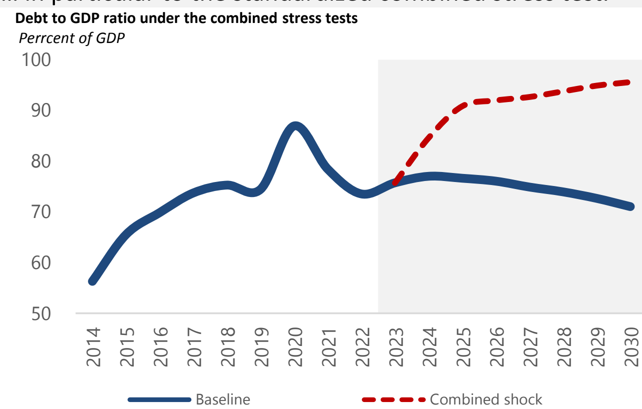
… on the back of economic growth and primary surpluses.



However, this pattern is vulnerable to downside risks, …



… in particular to the standardized combined stress test.



Source: World Bank staff.

Table 2: Key Macroeconomic Indicators

	2020	2021	2022	2023e	2024f	2025f	2026f
Real economy	Annual percentage change, unless otherwise indicated						
GDP (nominal - R$ billion)	7,610	8,899	9,915	10,600	11,222	11,930	12,595
Real GDP	-3.3	5.0	2.9	2.1	1.3	2.4	2.0
Per Capita GDP (In real US$)	8,252	8,613	8,802	8,827	8,953	9,083	9,214
Contributions (supply side):							
Agriculture	0.3	0.0	-0.1	0.4	0.1	0.1	0.1
Industry	-0.5	0.9	0.3	0.0	0.2	0.2	0.2
Services	-2.3	3.2	2.5	1.7	1.0	2.1	1.7
Indirect taxes	-0.8	0.9	0.2	0.0	0.0	0.0	0.0
Contributions (demand side):							
Consumption	-3.8	3.1	3.2	2.4	1.0	2.1	1.7
Investment	-0.3	3.0	0.2	-0.5	0.4	0.3	0.3

Net exports	1.0	-0.8	0.7	0.2	-0.1	0.0	0.0
Statistical discrepancy and change in inventories	-0.2	-0.4	-1.0	0.0	0.0	0.0	0.0
Imports, GNFS	-9.5	12.0	0.8	-1.0	2.0	2.0	2.0
Exports, GNFS	-2.3	5.9	5.5	1.0	1.5	2.0	2.0
Unemployment rate (ILO definition)	13.8	13.2	9.3	9.0	10.3	9.9	8.7
CPI (end of period)	4.5	10.1	5.8	5.0	3.9	3.5	3.5
CPI (average period)	3.2	8.3	9.3	4.7	4.2	4.0	3.6
Fiscal Accounts	**Percent of GDP, unless otherwise indicated**						
Expenditures	45.7	40.1	40.8	41.5	40.6	39.5	39.0
Revenues	32.4	35.8	36.2	34.2	35.3	35.5	35.7
Overall Balance	-13.3	-4.3	-4.6	-7.3	-5.2	-3.9	-3.3
Primary Balance	-9.3	0.7	1.3	-0.9	0.2	0.7	1.1
General Government Gross Debt (Authorities' definition) 1/	86.9	78.3	72.9	75.7	77.0	76.6	76.0
Selected Monetary Accounts	**Annual percentage change, unless otherwise indicated**						
Base Money	36.3	-5.2	2.6	-	-	-	-
Credit to non-government	15.6	17.8	14.5	-	-	-	-
Interest rate - Selic (period average)	2.8	4.8	12.6	-	-	-	-
Balance of Payments	**Percent of GDP, unless otherwise indicated**						
Current Account Deficit	1.9	2.8	2.9	2.4	2.7	3.2	3.2
Imports, GNFS	15.6	18.6	19.4	18.0	17.3	16.9	16.5
Exports, GNFS	16.1	19.1	19.6	17.7	16.6	15.9	15.2
Net Foreign Direct Investment	2.8	1.8	3.1	3.3	3.3	3.3	3.3
Gross Reserves (in US$, eop)	355.6	362.2	324.7	322.2	329.3	327.4	325.4
In months of next years imports	15.8	18.9	12.7	10.3	10.8	10.4	10.0
As % of short-term external debt 2/, 3/	179.2	208.4	193.7	190.7	189.6	184.7	179.9
External Debt (in US$, eop) 3/	639.3	670.3	681.1	686.2	705.5	719.9	735.0
External Debt 3/	43.3	40.6	35.2	33.6	32.4	31.2	30.2
Terms of Trade (% change)	0.6	7.1	-5.5	-4.7	-2.3	-1.4	0.0
Exchange Rate (average)	5.2	5.4	5.1	-	-	-	-

1/ Brazilian Central Bank definition (2008 methodology), that excludes the Federal securities in the BCB portfolio and includes the stock of BCB repo operations.
2/ It includes the long-term debt repayments due in the next 12 months as short-term debt.
3/ It includes securities issued in Brazil held by foreign residents and intercompany loans.

Table 3: Balance of Payments (percent of GDP)

	2020	2021	2022	2023e	2024f	2025f	2026f
Financing Requirements	**1.4**	**3.1**	**3.4**	**2.4**	**2.7**	**3.2**	**3.2**
Current Account Deficit	1.9	2.8	2.9	2.4	2.7	3.2	3.2
Trade Balance (GNFS) 1/ 2/	-0.5	-0.6	-0.2	0.3	0.8	1.0	1.0
Primary and Secondary Incomes	2.4	3.4	3.1	2.1	2.0	1.9	1.9
Net Errors and Omissions	-0.5	0.2	0.6	0.0	0.0	0.0	0.0
Financing Sources	**1.4**	**3.1**	**3.4**	**2.4**	**2.7**	**3.2**	**3.2**

Capital Account Balance	0.3	0.0	0.0	0.0	0.0	0.0	0.0
Net Foreign Direct Investment	2.8	1.8	3.1	3.3	3.3	3.3	3.3
Net Portfolio Investment	-0.9	0.5	-0.3	-0.3	0.2	0.3	0.3
Net All Other Flows	-1.8	1.6	0.2	-0.8	-0.5	-0.5	-0.5
Change in reserve assets	1.0	-0.8	0.4	0.1	-0.3	0.1	0.1
External Financing Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Nominal GDP (USD billion)	1,475.5	1,649.5	1,935.2	2,045.2	2,179.6	2,308.1	2,420.9

1/ GNFS: Goods and Non-factor Services.
2/ A negative sign in Financial Requirements means a reduction of Financial needs, i.e, a surplus in the account, and vice versa.

Table 4: General Government Fiscal Indicators (percent of GDP)

	2020	2021	2022	2023e	2024f	2025f	2026f
General Government Overall Balance	(13.3)	(4.3)	(4.6)	(7.3)	(5.2)	(3.9)	(3.3)
General Government Primary balance	(9.3)	0.7	1.3	(0.9)	0.2	0.7	1.1
of which: Central Government	(9.8)	(0.4)	0.6	(0.9)	0.1	0.7	1.1
Total Revenues (and grants)	32.4	35.8	36.2	34.2	35.3	35.5	35.7
Total Primary Revenues (and grants)	32.4	35.8	36.2	34.2	35.3	35.5	35.7
Tax revenues	31.4	33.2	31.8	32.2	33.3	33.5	33.6
Taxes on goods and services	13.1	14.3	13.5	13.9	14.6	14.7	14.7
Direct Taxes	6.9	7.8	8.3	8.3	8.6	8.7	8.8
Social insurance contributions	8.8	8.5	7.5	7.4	7.5	7.5	7.5
Taxes on international trade	0.6	0.7	0.6	0.6	0.6	0.6	0.6
Non-tax revenues [1/]	1.1	2.6	4.4	2.1	2.0	2.1	2.1
Total Expenditures [2/]	45.7	40.1	40.8	41.5	40.6	39.5	39.0
Total Primary Expenditures [2/]	41.7	35.1	34.9	35.1	35.1	34.8	34.6
Current expenditures	44.4	38.8	39.5	40.1	39.2	38.1	37.7
Wages and compensation	12.9	11.6	11.3	11.3	11.4	11.2	11.1
Goods and services	5.1	5.0	5.1	5.0	4.9	4.9	4.9
Interest payments	4.0	5.0	5.9	6.4	5.4	4.6	4.4
Current Transfers	22.3	17.3	17.2	17.4	17.4	17.3	17.3
Pensions to the private sector workers	8.1	7.3	7.4	7.5	7.5	7.5	7.5
Pensions to the public servants	5.3	4.6	4.5	4.5	4.5	4.4	4.4
Social Assistance	7.2	3.3	3.4	3.7	3.7	3.6	3.5
Other Current Transfers	1.8	2.1	2.0	1.8	1.7	1.8	1.8
Investments (net)	1.4	1.3	1.3	1.5	1.4	1.4	1.4
General Government Gross Debt (Authorities' definition) 3/	86.9	78.3	72.9	75.7	77.0	76.6	76.0
Domestic Debt	76.1	67.4	63.7	66.2	67.4	67.0	66.5

External Debt	10.8	10.9	9.1	9.5	9.6	9.6	9.5

1/ The pre-salt mega-auction held in 2019 guaranteed one-off revenues of BRL 70.0 billion.
2/ Congress passed a constitutional amendment in 2016 limiting the growth of the federal primary spending to the rate of consumer price inflation of the previous year (measured in June). This spending ceiling will be in effect for 20 years and, as long as nominal GDP growth exceeds consumer price inflation, the federal primary expenditure will decline as a share of GDP in the medium term.
3/ Brazilian Central Bank definition (2008 methodology), that excludes the Federal securities in the BCB portfolio and includes the stock of BCB repo operations.

2.3. RECENT ECONOMIC DEVELOPMENTS AND FISCAL SUSTAINABILITY IN THE MUNICIPALITY OF RIO DE JANEIRO

20. **Rio's economy recovered from the COVID-19 crisis in 2021, but the economy has been stagnant since then.** Rio experienced the second highest number of deaths among Brazilian states' capitals (38,247), only surpassed by São Paulo city (44,921). Rio's economic activity decreased 3.8 percent in 2020 and increased the municipal's unemployment rate to the peak of 16.4 percent in the third quarter of 2020, mainly due to the impacts of the crisis in the services sector. The vaccination campaign contributed to recovery the services in 2021, and the city's economy recovered by 5.4 percent in 2021.[20] However, the local economy growth has been stagnant since 2017 and Rio's economic activity was about 12 percent below the peak of 2014 in March 2023. Services is the most relevant sector in the local economy, being responsible for 66.4 percent of the Rio's value-added in 2020, followed by the public administration, that accounted by 20.1 percent of the value-added. Industry participation in Rio's value-added decreased from 17.2 percent in 2013 to 13.5 percent in 2020.

21. **The improvement of labor markets in 2022 coupled with the increase of social transfers supported the recovery of the most vulnerable population's income over pre-pandemic levels.** In 2021, 16 percent of Rio de Janeiro's citizens lived under poverty (US$6.85/day, PPP17), and 2.8 percent lived in extreme poverty conditions (US$2.15/day, PPP17). At the same time, inequality may have decreased as the bottom 40 percent of the income distribution experienced higher real income growth than the average household (19 percent and 5 percent, respectively), attributed to employment recovery after the COVID-19 crisis and the expansion of the federal social transfers program to the poor that also reached long-standing vulnerable demographic groups such as Afro-descendant women.[21]

22. **The fragile fiscal situation of Rio de Janeiro municipality motivated the newly elected municipal government to restore its fiscal buffers by adhering to the Federal Government Fiscal Equilibrium Plan (PEF) in 2021.[22]** Rising personnel expenditure and shrinking revenues, led to a deterioration of the municipality's financing, which worsened further during the pandemic. The municipal government committed to join the PEF, a federal program that supports Subnational Governments in strengthening fiscal sustainability through the implementation of rascal reforms and achievement of fiscal targets agreed with the Federal Treasury. The first pillar of the first DPL supported Rio's adherence to PEF, the new fiscal regime

[20] Source: *Observatório Econômico do Rio* (https://observatorioeconomico.rio/iae-rio/)
[21] From January to July 2022, the program paid BRL400 to beneficiary families, and, from August, it gave out BRL600, which are equivalent to 27.9 percent and 41.8 percent of B40 workers' average monetary income, respectively.
[22] Rising personnel expenditure and shrinking revenues, led to a deterioration of the municipality's financing, which worsened further during the pandemic. Between 2015 and 2019, revenues declined on average by 1.7 percent per year and the wage bill grew by 2.4 percent per year in real terms. The municipality's debt servicing capacity was rated as CAPAG C under the Federal Treasury methodology, which means that it was not authorized to receive federal guarantees for new loans.

and the pension reform. The concession of the State's Water and Sewage Company (CEDAE)[23] also brought additional temporary revenues to the municipality. Altogether, these measures are estimated to provide fiscal savings of US$ 4.1 bn until 2025.

23. **The municipality of Rio de Janeiro has implemented fiscal plan resulted in a fast improvement of the fiscal accounts, that allowed it to reduce the stock of arrears to zero in 2021 and 2022.** Rio also upgraded its credit rating under the Federal Treasury methodology (the CAPAG methodology), from C in 2020 to B in 2022. Most of fiscal measures implemented in 2021 have medium-term fiscal effects and will continue to benefit the municipal's fiscal consolidation between 2023 and 2026, as showed in the Bank's fiscal projections for this period (see Table 5), and will support the maintenance of the creditworthiness rating at the B level during this period.

Table 5: Estimated savings per kind of fiscal adjustment measure (2021-2025)

Savings (in US$ millions of 2022)	2021e	2022e	2023f	2024f	2025f	Total Savings
Reducing Recurrent Spending	**439**	**537**	**553**	**570**	**587**	**2,687**
Wage Bill	299	385	400	415	429	1,928
Pensions	0	0	0	0	0	0
Other Current Expenditures	140	151	153	156	158	757
Increasing Revenues	**912**	**190**	**146**	**276**	**208**	**1,733**
Tax Reform	102	93	93	94	95	477
Pension Contribution	14	31	32	33	35	144
Concession (CEDAE)	797	67	21	149	79	1,113
WB's operation impact on Debt Service	**0**	**-1**	**-18**	**-18**	**-21**	**-58**
Total	**1,351**	**728**	**699**	**846**	**796**	**4,420**

24. **The main economic and fiscal risks to the municipality come from the Brazil-level macro.** A slowdown in the services sector can impact the municipality's revenues (mainly ISS and IPTU), worsen Rio's fiscal balances and constrain its ability to continue the fiscal consolidation path. Fiscal decisions at the federal level (such as the increase of the national minimum wage, a raise of the national minimum salary for teachers, a raise of the national civil service salary ceiling or changes in tax rates that impact the sharing of federal tax collections with the states) or judicial decisions that can increase expenses or reduce state revenues, can also pose fiscal risks to the city. Given the high share of mandatory expenditures (mainly, wage bill, pensions, interests, and the minimum constitutional spending limits for health and education), public investments are the first line of expenditures to be reduced in case of a fiscal distress. Incentives to comply with the Fiscal Equilibrium Plan can help to contain the fiscal deficit and proceeds of the DPF will allow the municipality to ramp-up social, climate and infrastructure investments. The recent recovery of Rio's fiscal balances also provides some buffer to weather negative shocks and meet its financing needs.

[23] The municipality agreed to the concession of the State Water and Sewage Company of Rio de Janeiro (CEDAE), which assured extraordinary revenues of BRL 4.2 billion to the municipality coffers in 2021 and BRL 1.4 bn in 2022 as part of an agreement that will generate around BRL 6.0 billion in cash-flows until 2025. MRJ will receive BRL 500 mn by the end of 2024, and additional BRL 140 mn per year through revenues from regulatory authorization.

25. **Rio's fiscal framework is adequate for this proposed operation.** The fiscal consolidation allowed the government to grant a nominal increase of the public servants' salaries of 4.53 percent in November 2022. Going forward, the government intends to grant annual increases based on CPI inflation if fiscal space permits. The government also introduced a subsidy for public transportation in the city that is estimated to cost R$ 1 billion per year to stem the decline in use of public transport. These decisions were incorporated in the fiscal baseline scenario. Under these assumptions, MRJ is expected to sustain solid fiscal balances and maintain its current CAPAG's B rating until 2026. Proceeds from the two DPFs of this program along with temporary revenues from CEDAE's privatization will provide budget support for much needed investments expenditures in the first two years, slightly increasing the primary deficit. However, the MRJ is expected to maintain its current CAPAG's B rating, assuming that mandatory expenditures (especially, wage bill and pensions) remained contained as the municipality seeks to meet the fiscal targets agreed with the federal government under the PEF. of the municipality's debt is likely to continuously decrease from 61.3 percent of total revenues in 2022 down to 44.9 percent in 2026.

Table 6: Municipality of Rio de Janeiro Projected Fiscal Balances (2020–26, in US$ millions of 2022)

Estimates Includes Expected Impacts of Prior Actions and Other Measures Required by the Fiscal Equilibrium Plan (accrual accounting)

(in US$ millions of 2022)	2020	2021	2022	2023e	2024f	2025f	2026f
I. Revenues	**5,651**	**6,713**	**6,276**	**6,211**	**6,377**	**6,345**	**6,353**
Own Revenues	3,361	4,365	4,039	3,985	4,148	4,109	4,103
of which: ISS tax	1,362	1,412	1,440	1,430	1,443	1,463	1,497
of which: interests	14	52	216	216	216	216	216
of which: CEDAE's privatization		856	72	22	157	84	25
Transfers	2,289	2,349	2,236	2,226	2,229	2,237	2,251
of which: oil royalties	91	105	173				
of which: COVID-19 related transfers	652						
II. Total Expenditures	**5,752**	**5,401**	**6,208**	**6,163**	**6,323**	**6,173**	**6,201**
Current Expenditures	5,537	5,295	5,694	5,649	5,716	5,784	5,798
Active Personnel Spending	2,259	2,078	2,110	2,095	2,114	2,143	2,192
Pensions	1,275	1,177	1,180	1,195	1,230	1,272	1,328
Interests	65	161	160	118	131	126	111
Other Current Expenditures	1,939	1,879	2,244	2,242	2,242	2,242	2,167
Investment	215	105	514	514	607	390	402
III. Primary Balance (I-II- Interests, net)	**-51**	**1,421**	**11**	**-51**	**-32**	**82**	**48**
% of revenues	*-0.9%*	*21.2%*	*0.2%*	*-0.8%*	*-0.5%*	*1.3%*	*0.8%*
IV. Overall Balance (I-II)	**-102**	**1,312**	**68**	**48**	**54**	**172**	**153**
% of revenues	*-1.8%*	*19.5%*	*1.1%*	*0.8%*	*0.8%*	*2.7%*	*2.4%*
V. Net Financing	**-115**	**-241**	**-211**	**-48**	**-54**	**-172**	**-153**
Loans	15	3	30	202	205	77	82
of which: World Bank Operation				133	129		

Amortizations, net	-175	-252	-246	-255	-263	-254	-239
Asset Sales	46	7	5	5	5	5	5
Pension Fund	0	0	0	0	0	0	0
VI. Gross Financing Needs (IV + Amortizations, net + pension fund)	**277**	**-1,061**	**178**	**207**	**209**	**82**	**87**
% of revenues	*4.9%*	*-15.8%*	*2.8%*	*3.3%*	*3.3%*	*1.3%*	*1.4%*
VII. Financing Surplus/Gap (IV+V)	**-216**	**1,071**	**-143**	**0**	**0**	**0**	**0**
% of revenues	*-3.8%*	*16.0%*	*-2.3%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*
VIII. Stock of Arrears	**1,284**	**0**	**0**	**0**	**0**	**0**	**0**
% of revenues	*22.7%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*
VII. Stock of Debt	**4,341**	**4,021**	**3,845**	**3,723**	**3,461**	**3,146**	**2,850**
% of revenues	*76.8%*	*59.9%*	*61.3%*	*60.0%*	*54.3%*	*49.6%*	*44.9%*

Source: Municipal Secretary of Finance (SMF). World Bank calculations and projections.
Note: Primary deficit and overall deficit in 2020 without the federal fiscal support to combat the COVID-19 pandemic would be US$ 720 and US$ 764 million, respectively.

2.4. IMF RELATIONS

26. **Federal authorities maintain an ongoing dialogue with the International Monetary Fund (IMF) on Brazil's macroeconomic policy**. On May 19, 2023, the Executive Board of the IMF considered the staff report for the 2023 Article IV consultation with Brazil. The Bank and the IMF have collaborated closely with the federal government in the last years, including on public financial management, public investment management, and a Financial Sector Assessment Program. The IMF has also provided technical assistance to Brazilian authorities in other areas, such as fiscal transparency and fiscal frameworks for subnational governments (see Annex 2 on IMF Relations); while the Bank prepared the Public Expenditure Review[24], the intergovernmental fiscal transfers report[25], the Infrastructure report[26], the Poverty and Equity Assessment report[27], and the Amazon Economic Memorandum[28] in collaboration with the federal government.

3. GOVERNMENT PROGRAM

27. **In the Sustainable Development and Climate Action Plan, supported by the first operation of the DPL series, the MRJ reaffirms its commitment to the Sustainable Development Goals (SDGs)** and establishes

[24] World Bank (2017), A Fair Adjustment: Efficiency and Equity of Public Spending in Brazil, Report N. 121480, pp. 121–126. *https://documents.worldbank.org/en/publication/documents-reports/documentdetail/643471520429223428/volume-1-overview*
[25] World Bank (2022a), Brazil - Diagnostic and Reform Options for the System of Intergovernmental Fiscal Transfers to Brazilian States. *https://documents.worldbank.org/en/publication/documents-reports/documentdetail/099840012022217210/p17256005c59380580899d0adaa453775b3*
[26] World Bank (2022b), Brazil – Infrastructure Assessment: Synthesis Report. *https://documents.worldbank.org/en/publication/documents-reports/documentdetail/099140006292213309/p1745440133da50c0a2630ad342de1ac83*
[27] World Bank (2022c), Brazil Poverty and Equity Assessment. *https://openknowledge.worldbank.org/server/api/core/bitstreams/19298bfa-067d-504c-8e34-00b20e3139d2/content*
[28] Forthcoming.

the first cycle of targets based on GHG neutrality by 2050. In 2021, Rio became one of Brazil's first cities to have a Climate Action Plan, with goals and actions aligned with low-carbon development and aiming for emissions neutrality by 2050. This plan sets a target of reducing GHG emissions by 20 percent by 2024, along with other measures aimed at enhancing the city's capacity to adapt to the impacts of climate change. It has also established actions to address inequalities and prepare for pandemics in the context of the city's medium and long-term development.

28. **The municipality's 2021-2024 Government Strategic Plan (PE) and the 2022-2025 medium-term plan (PPA)[29] aim to improve quality of life, while promoting sustainable development and fiscal responsibility.** The government prepared the PPA with social participation from public authorities and civil society, based on the 2021-2024 Government Strategic Plan, to guide the municipality's actions under the same strategic areas. Initiatives and targets are divided into six cross-cutting themes: (i) longevity, well-being and connected territory; (ii) equality and equity; (iii) economic development, competitiveness, and innovation; (iv) climate change and resilience; (v) cooperation and peace; and (vi) governance. Central to the government's strategy, and in line with the long-term 2050 Sustainable Development and Climate Action Plan, is accelerating the city's transition to a low-carbon growth path. Both PE and PPA focus on topics such as decarbonizing the transport sector, nature-based solutions, accelerating the green energy transition, and positioning of Rio as a green economy hub. Rio de Janeiro's long-term goals and plans are aligned with global objectives of reducing emissions and climate agenda, as in Rio +30.[30]

4. PROPOSED OPERATION

4.1. LINK TO GOVERNMENT PROGRAM AND OPERATION DESCRIPTION

29. **The Development Objective of this DPL series is to support the MRJ in: (i) strengthening fiscal management to improve medium-term fiscal sustainability and (ii) accelerating the transition towards a low-carbon, resilient and inclusive urban development**. The pillars of the proposed programmatic DPL series are closely aligned with the guiding themes of the government's PE and PPA: improve the quality of life, while promoting sustainable development and fiscal responsibility. Pilar 1 is related to the PE and PPA area of Governance, as it supports the strategic initiatives to strengthen fiscal responsibility and increase the accountability and efficiency of public spending. In addition, Pilar 1 is also aligned to the areas of Economic Development, Competitiveness, and Innovation, and Climate Change and Resilience, through the promotion of the carbon market in the city. Pillar 2 supports several initiatives across the six strategic areas under the PE and PPA, including: quality of the transport system and public space, safe traffic and transportation, women and gender equity, downtown revival ("Reviver Centro"), low emission district and climate management, and resilience and risk management. The DPL is also aligned with the 2050 Sustainable Development and Climate Action Plan.

[29] The Strategic plan (PE) is a tool designed to guide the objectives, actions, and monitoring of public policies to be implemented during the four-year government term. It must be presented within the first hundred days of the elected government's tenure. On the other hand, the Multi-Year Plan (PPA) encompasses programs, actions, and investment goals of the government, which are in effect from the second year of the mandate until the end of the first year of the subsequent mandate.

[30] Rio+30 is an international conference that occurred in the second half of 2022 in MRJ to celebrate and reassure the commitments made by several countries during the United Nations Conference on Environment and Development, held in Rio de Janeiro in 1992.

30. **This operation is aligned with the goals of the Paris Agreement**. First, the DPL reform program is consistent with the country's climate commitments, including its Nationally Determined Contributions (NDC), Long Term Strategy (LTS), and National Adaptation Plan (NAP). An increased reliance on sustainable mobility modes is central to Rio being able to achieve its overall climate goals, thereby contributing to the fulfillment of Brazil's carbon emissions mitigations targets as outlined in its second Update on the First Submission of the NDC in 2020 under the United Nations Framework Convention on Climate Change (UNFCCC). Second, none of the prior actions included in the operation are likely to cause a significant increase in GHG emissions or persistent barriers to transition to low-GHG emissions. In Pillar 1, PA1 has no direct mitigation impacts but will help the government address climate issues: the adoption of the model being proposed will allow the establishment of an assurance and risk-management framework around government's 'net zero' public policies commitments. PA2 supports the carbon credit market and thus contributes to decarbonization objectives. In Pillar 2, all prior actions are aimed at accelerating Rio's transition to low-emissions pathways, in particular in the transport sector, and so all prior actions in Pillar 2 are aligned with the mitigation goals of the Paris Agreement. Similarly, on adaptation and resilience goals, risks from climate hazards are not likely to have significant adverse effects on any of the prior actions' contributions to the PDO although the implementation of measures under PA5 (improving public transport serving the *favelas*) and PA7 (Cycleway Plan) is exposed to some risk. Overall, adaptation risks are or have been reduced to low. All prior actions of the proposed DPL program are therefore aligned with the adaptation and resilience goals of the Paris Agreement. A detailed review is presented in Annex 5.

31. **The design of the second DPL in the series incorporates lessons learned from previous DPL subnational engagements in Brazil.** Over FY09-22, the Bank approved more than 27 subnational DPLs in Brazil. Lessons learned suggest that: (i) fiscal measures need to focus on key fiscal outcomes and be front-loaded to limit moral hazards; (ii) ownership and leadership at the highest levels of government are needed to successfully implement reforms, and the beginning of the political cycle is the most promising time for reforms; (iii) selectivity in the choice of sectors is key to keep the operation focused and deliver meaningful results; (iv) the Bank's role as a provider of expert technical knowledge as part of the policy analysis and dialogue underpinning the operation can support country policy makers effectively in policy development, design, and implementation; and (v) close collaboration with relevant federal agencies (particularly the National Treasury) strengthens the design of a fiscal program and the monitoring of subnational governments' fiscal status. These lessons are reflected in this DPL series.

4.2. PRIOR ACTIONS, RESULTS AND ANALYTICAL UNDERPINNINGS

Pillar I: Strengthening fiscal management to improve medium-term fiscal sustainability

32. **The fiscal reforms implemented in Rio de Janeiro in 2021 effectively improved the municipal's fiscal condition.** The first DPL of this series focused on a package of fiscal measures for fiscal consolidation[31]. Together with other fiscal reforms implemented in 2021, it enabled the municipality to improve its fiscal

[31]The package included the reduction of tax exemptions, the approval of a pension reform to increase the pension contributions and set a complimentary fund and the adherence of the municipality to the federal fiscal equilibrium plan.

condition, recovering its credit rating from CAPAG C[32] in 2020 to B in 2021 and complying with the targets of its fiscal equilibrium plan with the Federal Treasury.[33]

33. **The first pillar of this second operation supports actions to secure the results of MRJ's fiscal consolidation through reforms in its public management systems while enabling the achievement of climate mitigation outcomes in Rio.** The quality of public accounting and accountability in the MRJ has been a subject of concern. The municipality has faced challenges in ensuring accurate and reliable financial reporting, which has implications for transparency, accountability, and fiscal sustainability. By reducing administrative costs and improving operational efficiency, fiscal consolidation can be achieved without compromising the quality of public services. In this sense, improving auditing procedures (PA1) is crucial to assure that financial resources are used efficiently and effectively. A municipal reform aiming to centralize the management of the public pension granting system into one single agency (PA3) will reduce fragmentation, waste, and inefficiency. In addition, the introduction of a tax incentive to firms that achieve climate mitigation outcomes will use fiscal space opened through the fiscal consolidation to introduce green fiscal policy measures (PA2), thus contributing to the city's green agenda.

34. Table 7 summarizes the proposed PAs for DPL2 as stated in DPL 1 and the proposed PAs as stated in this DPL2 in Pillar 1. An update on the implementation status of each Prior Action is included.

Table 7: Changes in the Proposed PAs for DPL2 in Pillar 2

Proposed PAs for DPL2 as stated in DPL 1	Proposed PAs as stated in this DPL2	Status
Indicative Policy Trigger 1: The borrower has enacted a set of decrees and resolutions to improve accountability of the Government through: (i) the adoption of the international public sector accounting standards (IPSAS); and (ii) the strengthening of the internal audit capacities of the Municipal Comptroller General (CGM).	**Prior Action 1:** To improve its fiscal accountability and increase the transparency, effectiveness, and efficiency of its policies and programs, the Borrower has adopted the IA-CM to strengthen the internal audit capacities of the CGM.	**Part (i) dropped.** The MJR is addressing PA (i) through other means, by implementing the IPSAS progressively in its annual financial statements, according to the federal government schedule.
Indicative Policy Trigger 2: The borrower has enabled the development of a low-carbon sustainable economy by providing fiscal incentives for promoting investments in mitigation outcomes.	**Prior Action 2:** To promote the development of a low carbon economy, the Borrower has provided fiscal incentives to taxpayers and to business activities related to the carbon credit market.	**No changes.**
Indicative Policy Trigger 3: The Borrower has enacted a set of decrees and issued regulations to improve unified pension record management and enable more efficient audits.	**Prior Action 3:** To enable streamlined operations and more efficient auditing of the municipal public pension granting system, the Borrower has unified the record management, processing, granting, and revision of municipal public pension benefits.	**No changes.**

[32] This is considered an SNG in fiscal distress.
[33] The Fiscal Equilibrium Plan (PEF) was established in 2021 to support the fiscal consolidation of states and municipalities (SNGs) which are in fiscal distress but that are not highly indebted. The plan offers borrowing federal guarantees for SNGs that are not creditworthy (those with CAPAG C or D) in exchange for the ex-ante implementation of fiscal adjustment measures prior to joining the plan, and compliance with a set of fiscal targets while the plan is in place. The PEF is designed to be aligned to the political cycle. Thus, it can last up to four years. Ideally, an elected governor or mayor can promote a fiscal adjustment at the beginning of their mandate, receive federal guarantees to take credit operations during their mandate, and recover a CAPAG A or B rating by the end of the four-year cycle. Note that the SNG could join the PEF at any moment during the time in office of a governor/mayor, but the program will end at the end of the mandate.

Prior Action 1: *To improve its fiscal accountability and increase the transparency, effectiveness, and efficiency of its policies and programs, the Borrower has adopted the IA-CM to strengthen the internal audit capacities of the CGM.*

35. **Rationale:** The role of the internal government audit for the accountability of public spending and prevention of corruption was established in the Brazilian Federal Constitution of 1988. However, Brazil has shown a lower level of compliance on internal controls, even when compared to lower-middle-income economies. According to the National Internal Control Assessment based on the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and to the Internal Audit-Capability Model (IA-CM) report[34], in 2020, 88 percent of Brazilian institutions were classified as IA-CM Level 1 (the lowest of 5 levels), with the remaining 12 percent falling under Level 2, suggesting that they have no sustainable, repeatable audit capabilities. Based on the IA-CM Diagnosis, the internal audit activity in Rio is solely carried out by CGM, without the involvement of line secretariats. As a result, Rio has not achieved maturity level 2 of the IA-CM.

36. **Substance of Prior Action 1**: To enhance fiscal accountability and transparency the MRJ has strengthened its internal audit capacities, by applying the Internal Audit Capability Model (IA-CM). The new CGM's general internal audit statute issued on July 6, 2023 formally adopts the IA-CM, an internal audit 3-Lines of Defense Model developed by the Global Institute of Internal Auditors (IIA). CGM shall provide independent and objective assessment and advice on the adequacy and effectiveness of governance and risk management for the first two lines of defense. This model establishes a disciplined and systematic approach to evaluating and improving the effectiveness of risk management, control, and governance processes. For early implementation of the IA-CM, CGM has established an Internal Audit unit.

37. **Expected results**: The MRJ is expected to achieve an IA-CM level 2 Key Performance Areas (KPA) by December 2025. The achievement of level 2 requires the full implementation of 66 essential activities of the IA-CM methodology until 2025. It is expected that 80 percent (53 activities) are completed by December 2024, compared to 38 percent (25 activities) in 2022. The strengthening of the internal audit capacities of the Municipal Comptroller General is essential to properly account, report and monitor the execution of public expenditures, increase transparency, and generate consolidated financial statements. Ultimately, enhanced accounting standards and internal auditing are expected to increase the municipality's effectiveness and efficiency of its policies and programs.

Prior Action 2: *To promote the development of a low carbon economy, the Borrower has provided fiscal incentives to taxpayers and to business activities related to the carbon credit market.*

38. **Rationale:** Rio de Janeiro has significant potential for developing a voluntary carbon market, and projections indicate that this market could reach US$50 billion globally by 2030. As part of the *Bolsa Verde Rio* (Rio Green Stock Exchange) working group, and with the support of AirCarbon Exchange[35], the world's largest platform of carbon credit transaction volume, the world's first micro-mobility carbon credits auction took place in May 2022[36]. This was also the first action under the methodology for calculating mobility carbon credits stipulated by the UNFCCC and registered by Verra, the international development and program management body for combating climate emergency. Carbon credit markets can play a crucial role in

[34] https://documentsinternal.worldbank.org/search/33253600
[35] AirCarbon Exchange, the company that accounts for approximately 10 percent of the global voluntary market, has installed a headquarters in Rio.
[36] The auction offered credits generated from Rio's shared bike scheme run by Tembici.

supporting Rio de Janeiro's green agenda by providing fiscal/financial incentives for reducing GHG emissions and promoting sustainable development. Carbon credit markets can be regulated or voluntary. When carbon markets are established through voluntary means, spontaneous commitments are made publicly to reduce emissions, subsequently constituting the incentive for trading.[37]Well-designed fiscal and financial incentives for credit carbon markets can attract investment, help the Municipality reach its emissions reduction targets, and ultimately foster Rio's transition towards a low-carbon economy.

39. **Substance of Prior Action 2:** To support the carbon credit market, the MRJ approved Law No. 7,907, dated June 12, 2023. This law includes in Article 33 of Law 691 of 1984 a provision that states that the rate of the Tax on Services of Any Nature (ISS) that affects the activities of development and auditing of carbon credit projects, registration, and certification of such credits, the availability of carbon credit transaction platforms, as well as greenhouse gas emission inventory and greenhouse gas inventory audit services, is reduced from 5 percent to 2.6 percent. In addition, the law creates the Neutral ISS Program, which will allow buyers of carbon credits to receive amortization credits for the Tax on Services of Any Nature payable to the Municipality of Rio. The total amount of this amortization is limited to BRL 60 million per year for all beneficiaries. This measure will be of a temporary nature, to last until December 31, 2030, and include annual evaluations regarding efficiency and effectiveness. The supported measures will benefit the entire carbon credit production chain, including marketplaces, certifiers, audits, and related service providers, as well as companies that finance public and private initiatives that reduce carbon intensity within the city of Rio.

40. **Expected Results:** The proposed action, as part of the broader green agenda of the Municipality of Rio, will offer a clear incentive for the adoption of climate-smart investments, foster carbon credit markets, and result in a reduction of carbon footprints. This is expected to be achieved through the creation of 600,000 carbon credits (tons) by 2024. The incentive is also expected to improve the business environment as (i) it will allow companies located in the city of Rio de Janeiro to be ESG at zero cost, (ii) it should reduce the complexity of the entire carbon credit production chain, and (iii) it should facilitate the entry of new actors in a market with significant potential.

Prior Action 3: *To enable streamlined operations and more efficient auditing of the municipal public pension granting system, the Borrower has unified the record management, processing, granting, and revision of municipal public pension benefits.*

41. **Rationale:** Rio de Janeiro operates a pay-as-you-go pension system, financed through civil servant and employer contributions. As the number of retired civil servants with generous pre-2003 pension rights grew, the deficit of the unsustainable pension scheme also grew, putting an additional burden on the government's accounts. The financial deficit in the MRJ civil service pension system (for the executive and legislative branches of government) reached BRL 1.02 billion in 2021, or 20 percent of the municipality's current revenues. A further challenge persists in pension scheme management. The line secretariats' human resources units manage the granting process of pensions to their employees, whereas the legislative branch has strong autonomy, often refraining from sharing pension granting information with the executive branch. This situation undermines the integrated granting management of the pension system, impedes audits, and complicates forecasts of future pension expenditures. These challenges made pension reform a priority for the municipality in pursuit of a more sustainable fiscal outlook. A first set of reforms to improve the sustainability of the pension scheme was supported under DPL1, but further reforms are needed to enable an integrated management of the pension granting process.

[37] Field, Barry C.; Fields, Martha K. Field (2014). "Introdução à Economia do Meio Ambiente". Porto Alegre: AMGH/McGraw-Hill Education

42. **Substance of Prior Action 3:** Decree No. 51,107 establishes the Municipal Pension System of the MRJ, which will enable for a gradual unification of the record management, processing, granting, and revision of pension benefits within the municipal scope, thus enabling a more efficient auditing of the public pension system in the municipality across the legislative and the executive branches of government. In addition, PREVI-RIO issued a set of ordinances to enhance control and auditing of records focusing on the verification of pension benefits records in relation to the census of inactive employees. Ordinance No. 1,045 regulates the Decree 51,107, including the delegation of the above functions to the Pension and Assistance Directorate of PREVI-RIO, the definition of requirements and procedures for voluntary, compulsory, and disability retirement, and determines that the Secretariat of Finance and Planning and the General Controller's Office would be the first entities to join the unified system. Ordinance No. 1,051 changes the procedure to certify the contribution time for retirement purposes and mandates the issue of a certificate by each agency/entity, while Ordinance No. 1,053 introduces the implementation of the census of inactive employees in a digital format. The centralization of the public pension granting system in RMJ aims to streamline operations to ensure better and more efficient coordination in the retirement concessions and pensions benefits payments with a single agency overseeing the retirement procedures. Moreover, a unified system brings clearer lines of responsibility and improved transparency in the concession of pension benefits, reducing risk of mismanagement or frauds.

43. **Expected Results:** Overall, this measure will improve the fairness and transparency of the pension granting scheme by eliminating disparities across branches and secretariats, allow for auditing and prevention of fraud with standardized procedures. The consolidation of pension granting records and administration is being implemented in phases. The MRJ expects to have all pension granting unified in four years. This measure, when fully implemented, will enable a centralized unit to grant pension and survivor benefits, management of pension funds, and issuance of pension rules and procedures standardized for all branches of government. It is a fundamental step towards a more ambitious integration of human resources and pension scheme management functions, which would allow (i) human resource policy decisions to be informed by pension cost implications in the short, medium, and long term; and (ii) more precise pension liability monitoring by early forecasting of new retiree inflows and their expected benefits. It will also allow for unified administration and management of pension benefits. Recent experiences from other subnational governments in Brazil suggest that pension record audit was greatly simplified by record system unification and improved IT solutions and could yield savings of 10 to 20 percent of pension expenditures.

Pillar II: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development

44. **Since the approval of the first DPL, the MRJ has maintained momentum on policy reforms, incentives, and investments to promote inclusive and sustainable urban mobility.** The improvements to the public bus transport system in the MRJ have been addressed through bold actions since early 2021 to attract users back to a revitalized low-carbon transport mode. The municipality has started to implement a new fare collection and digital ticketing system, resulted from an innovative regulation supported by the first DPL. This was accompanied by measures to establish a farebox revenue mechanism along with a subsidy scheme linked to prepare for a performance-based formula for remunerating bus operators. These actions enabled the MRJ to effectively manage the system's revenues and costs and improve the quality of service for users and have set the foundation for a second layer of measures. The active mobility agenda has gained momentum after

the expansion of the cycling network and initiatives to improve the walking and cycling conditions in the surroundings of schools.

45. **This second pillar of the second DPL will help the MRJ to shift to a low-carbon, safe, and inclusive urban mobility system and put in place institutional arrangements for multi-sectoral low-carbon development in central Rio**. It will support the MRJ in improving public and non-motorized transport and enhancing the integration of sustainable transport modes to avoid the migration of riders to cars and motorcycles. Reforms will also strengthen the Municipality's cross-sectoral strategy to reduce GHG emissions and foster mitigation of climate change. The package of reforms includes measures to improve the operational efficiency of the BRT system (PA4), actions that improve public transport services available to low-income populations and the overall integration of the city's public transport system (PA5), measures to facilitate the access by female survivors of domestic violence to referral services via free public transport (PA6), measures to promote low-carbon non-motorized transport through regulations that expand the cycling network and improve safety for all road users (PA7), and actions that establish a governance and monitoring and evaluation framework to promote low-carbon and climate-resilient mobility, energy, and waste management in a Low Emission District (PA8).

46. Table 8 summarizes the proposed PAs for DPL2 as stated in DPL 1 and the proposed PAs as stated in this DPL2 in Pillar 2. An update on the implementation status of each Prior Action is included.

Table 8: Changes in the Proposed PAs for DPL2 in Pillar 2

Proposed PAs for DPL2 as stated in DPL 1	Proposed PAs as stated in this DPL2	Status
Indicative Policy Trigger 4: The Borrower has enacted a legal framework to foster a more competitive and low-carbon bus sector market by separating bus operation from fleet provision in the BRT system.	**Prior Action 4:** To foster a more competitive and low-carbon bus sector, the Borrower has taken action to separate bus operation from fleet provision in the BRT system and provide a performance-based remuneration model.	**No changes.**
	Prior Action 5: To increase public transport access and affordability to the lower-income population, the Borrower has (i) expanded the ticket integration of different public transport modes under a single municipal ticket; and (ii) regulated the complementary transportation service in informal settlements to establish quality and safety standards as well as capped tariffs and new validators allowing for digital payments and data-based tariff policy integration.	**New Prior Action.** This strengthens recuperation and modernization of MRJ's public transport, by promoting increased access to the most vulnerable population.
	Prior Action 6: To enable female survivors of domestic violence to access the referral services of the Rede Especializada para Combate à Violência Doméstica contra Mulheres (Specialized Network for Combating Violence Against Women in the Municipality), the Borrower has strengthened the "Cartão Move Mulher" (Move Women Card) program.	**New Prior Action.** This strengthens the MRJ's commitment to combat gender-based violence through a transport allowance that removes the accessibility barrier.
Indicative Policy Trigger 5: The Borrower has enacted a legal framework to expand low-carbon mobility and connect low-income areas, by adopting the Municipal Cycleway Plan, with a framework to expand and consolidate a comprehensive cycling network.	**Prior Action 7:** To expand low-carbon mobility in the MRJ and connect the city's low-income areas, the Borrower has (i) regulated the Cycling Network and adopted the Municipal Cycleway Plan that establishes requirements, responsibilities, and an accountability framework to expand and consolidate its implementation, and (ii) established the Road Safety Plan, with targets for reducing traffic fatalities, requirements for speed reduction and physical interventions, and the creation of a Permanent Committee on Road Safety.	**Prior Action Strengthened**. The Prior Action now includes policy measures to increase road safety for all road users and to improve cycling conditions.
Indicative Policy Trigger 6: The Borrower has enacted a regulation to strengthen the green transformation of the Low Emission District, by establishing a governance structure and a M&E methodology of local GHG emissions.	**Prior Action 8:** To further strengthen the green transformation of the Low Emission District, the Borrower has established a governance structure across Secretaries and other relevant institutions, enabling the renewal of public space with a focus on e-mobility, low-carbon and climate-resilient infrastructure, urban afforestation, and reduction of vehicle emissions, and a M&E system of GHG emissions.	**No changes.**
Indicative Policy Trigger 7: The Borrower has passed regulations to decrease GHG emissions and energy use by: (i) establishing instruments to accelerate fleet electrification and (ii) introducing mechanisms to green the Government's energy consumption.		**Prior Action Dropped**. The MJR is addressing this through other means, by seeking renewable energy supplies and initiating a shift to e-vehicles

Prior Action 4: *To foster a more competitive and low-carbon bus sector, the Borrower has taken action to separate bus operation from fleet provision in the BRT system and provide a performance-based remuneration model.*

47. **Rationale:** The transport sector, driven by road transport,[38] is the MRJ's single largest GHG emitter, with a worrying trend towards a shift to private motorized mobility. Over 2015-20, the city saw an increase of 11 percent in the car fleet and of 30 percent in the motorized two-wheeler fleet.[39] A key barrier to reversing this trend is the declining quality of the city's public transport system. Since 2014, Rio's BRT system has struggled to retain passengers, consequently failing to earn sufficient tariff revenues to cover capital and operating costs[40]. Another challenge to decarbonizing the sector is that, while electric buses offer much lower operating costs, most operators (who are private sector and must finance operations out of user fees, without a government subsidy) do not have access to credit to cover the higher upfront capital costs; thus, the current operational model delays the deployment of greener public transport. This approach has proved to be unsustainable and disadvantaged the poor, as it encouraged operators to prioritize the most profitable routes, neglecting the needs of the most vulnerable populations. Cities at the forefront of urban mobility have been successfully testing different operational models that unbundle bus operation services from fare collection and fleet provision to leverage the specialization of each agent.[41] In addition, some are compensating operators for services rendered through subsidies that supplement passenger fares. Rio has already taken a first step by bringing the control of the fare collection and ticketing system to the Municipality.[42] To allow further changes in the operational model, in 2022 the MRJ terminated the contracts of current concessions on contractual noncompliance grounds and put the system under the temporary responsibility of the municipal company Mobi-Rio, until new concessionaires take over the operation of buses. Follow-up regulations were needed to materialize the change in the operational model.[43]

48. **Substance of Prior Action 4:** To continue the transformation of the BRT system's operational model and, thus, enhance its efficiency and opportunities for decarbonization, the Borrower has adopted measures that separate bus operation from fleet provision and provide a performance-based remuneration model. The publication of Decree No. 116 on March 30, 2023, created a special bidding commission to coordinate the bidding process for the concession of public transport services in the BRT system, including maintenance, operation, and management of the fleet, garages, terminals, and stations assigned by the granting authority. This was followed by the launching of the bidding process for the BRT system operation in March 2023 (Notice

[38] 64.5 percent of the transport sector, a 1.7 percentage point increase from 2017.
[39] Ministério da Infraestrutura, Secretaria Nacional de Trânsito (SENATRAN), Registro Nacional de Veículos Automotores (RENAVAM). https://www.gov.br/infraestrutura/pt-br/assuntos/transito/conteudo-denatran/estatisticas-frota-de-veiculos-denatran
[40] Between 2015 and 2019, the bus rapid transit (BRT) system experienced a 32-percent reduction in demand, with a further drop of 49 percent in 2020 because of COVID-19 isolation measures. After the end of those measures, ridership partially rebounded to 85 percent of pre-pandemic levels.
[41] This model has been successfully implemented in Bogota, Santiago, London, and Singapore.
[42] The new Digital Ticketing system, resulting from legislation supported under DPL1, was awarded to a third-party company and is expected to start operating in July 2023.
[43] C40 is supporting the municipality in modelling to include e-buses in the bus system.

of Bidding SMTR No. 01/2023).[44] The MJR will provide the new operators with the entire bus fleet[45] and five public garages. The concessionaires will be responsible for operating the services and will be paid for kilometers traveled and for managing terminals and stations, instead of the payment system based only on the number of passengers transported. A new mechanism will be adopted for monitoring performance indicators, described in items 17 and 18 of the respective Bidding Terms (*Edital de Licitação*)[46], including fleet maintenance and punctuality, to ensure the quality of the service and, thus, attract more passengers to the system. The Municipality will continue to be responsible for planning the services and for managing and monitoring the operation, using automated systems and GPS data.[47]

49. **Expected Results:** By adopting these reforms, Rio expects to improve the efficiency of the BRT system, attract more users to public transport, and eventually advance the electrification of the fleet. Implementation of the measures will contribute to the modernization and greening of the city's transport system, by improving the frequency and reliability of bus services, improving overall operational efficiency, and leading to an increase in BRT ridership of about 33 percent, from 60.4 million passengers in 2021 to 80 million in 2024.[48] Increased BRT ridership would imply less reliance on higher carbon-intensity private motorized vehicles. The introduction of the model of separating fleet provision from operation will also allow the eventual introduction of e-buses in the fleet. Combined with the measures aimed at modernizing the ticketing system supported by DPL1, these policies are also expected to enhance the quality of the demand data available to the operator to allow for more optimal decision-making regarding route rationalization and other operational decisions, with potentially significant downstream impacts on the overall vehicle-kilometers traveled and carbon emissions.

Prior Action 5: *To increase public transport access and affordability to the lower-income population, the Borrower has (i) expanded the ticket integration of different public transport modes under a single municipal ticket; and (ii) regulated the complementary transportation service in informal settlements to establish quality and safety standards as well as capped tariffs and new validators allowing for digital payments and data-based tariff policy integration.*

50. **Rationale:** The tariff policy of Rio de Janeiro's public transport system is inefficient, resulting in longer trips and multiple fare payments for users during a single journey. Despite the municipality's recent efforts to address this issue[49], including a new digital fare collection and ticketing system supported under DPL1, a lack of cohesive fare integration continues to hinder the efficiency of Rio's transportation network. There is no integrated fare that allows for cost reduction when using more than two systems,[50] such as BRTs, Light Rail Transit (LRT), and municipal buses. Furthermore, there is no single fare for all combinations of transportation modes. This situation primarily impacts the population earning up to 1 minimum wage, who

[44] To participate in the bidding process, companies and consortia must meet the technical and economic-financial qualification criteria, and the same bidder can participate in one, two, or all, of the lots. The winner of Lot 1 will operate the Transcarioca corridor and Lot Zero of Transoeste (a stretch between the Jardim Oceânico and Alvorada terminals). Lot 2 refers to the Transbrasil and Transolímpica corridors. The operator of Lot 3 will be responsible for Transoeste (stretch between Santa Cruz and the Alvorada terminal; and Cesário de Melo). The forecast is that the new concessionaires will start operating Lot 1 and Lot 2 this year, and Lot 3 in the first half of 2024.
[45] The municipality has already bid and purchased most of the required articulated and padron buses for the operation.
[46] The Bidding Terms must be read together with the Notice of Bidding.
[47] *https://prefeitura.rio/noticias/prefeitura-do-rio-lanca-edital-de-licitacao-para-concessao-da-operacao-do-brt/*
[48] Excluding the Transbrasil line, to be inaugurated in December 2023.
[49] Through the implementation of an electronic ticketing system in 2004 and the introduction of municipal and intermunicipal cards, such as RIOCARD, Bilhete Único Carioca (BUC), and Bilhete Único Intermunicipal (BU) by the State Government.
[50] The current fare integration allows for two connections (bus+bus or bus+BRT or bus+LRT).

typically reside in peripheral areas and allocate more than one-third of their income towards public transportation.[51] This inequality is also evident in informal settlements (*favelas*), which are home to approximately 1.4 million residents in Rio, accounting for 22 percent of the city's population.[52] These connectivity barriers restrict people's mobility and access to economic and social opportunities.[53] Inadequate access to quality public transport services has led many residents of informal settlements to choose moto-taxis and private motorcycles, which emit as much as five times more CO_2 per passenger-kilometer traveled than buses[54] and also incur additional costs, as they are not integrated into the formal public transport system. This trend can result in higher GHG emissions, pollution, and accidents.

51. **Substance of Prior Action 5:** To enhance the public transport system's modal integration and, thus, user experience and reduce mobility related emissions, the Borrower has published Decree No. 52,134 and Decree No. 52,237 to ensure the integration of the Public Bus Passenger Service - SPPO and the BRT System with the Light Rail Vehicle, through the Digital Ticketing System and the Municipal Single Ticket (*Bilhete Único Municipal*). The Decrees have expanded the integration of public transport services in Rio, first, by allowing up to two transfers between various modes of transportation and the BRT system with just one fare. In addition, the ticket remains valid for up to three hours from the first transfer (increasing from two and a half hours), providing passengers with extended flexibility. Complementing this measure, Decree No. 52,095 regulates a modernized disciplinary code for the *Cabritinhos* complementary transportation service serving the city's *favelas*: the updated code aims to improve the mobility and accessibility of transport services to 56 informal settlements in hard-to-reach locations. To ensure the affordability of the service and encourage ridership, the fare price is required not to exceed that of the conventional buses.[55] As per the Decree, the ticketing system's validators are expected to be implemented in the *Cabritinhos* and facilitate intermodal integration by (i) expanding digital payments; and (ii) allowing the municipality to implement a data-based tariff policy integration that would eventually include all municipal transport modes. The Decree also requires vehicles to have GPS systems installed, which increases SMTR's monitoring and control capabilities. The measure establishes clearer and fairer rules and penalties for operators for potential infractions, subject to the specific context of the *favelas.* Finally, the Decree stipulates that operators must undergo training to ensure a safe and high-quality service.

52. **Expected Results:** By regulating informal transport services and by enhancing modal and tariff integration, the supported measures are expected to increase accessibility to public transport to the most vulnerable and contribute to lower-carbon mobility patterns, preventing a shift to private motorized modes. Successful examples of similar reforms can be found in São Paulo[56] and Belo Horizonte.[57] The increase in ridership is expected to compensate the loss in revenue per passenger, hence potentially improving the system's financial sustainability. The expected integration of tariffs in Rio's public transportation system will optimize the network by facilitating trunk-feed connectivity between mass transportation (BRT and LRT) and the municipal buses and *Cabritinhos*, particularly favoring low-income residents in informal settlements and

[51] In contrast, individuals who use only two buses per day and live in more central areas spend just 5 percent of their monthly income on transportation costs. Source: Map of Inequality in Rio de Janeiro, 2020. Accessible at: https://casafluminense.org.br/mapa-da-desigualdade.
[52] Based on the 2010 IBGE Census. For comparison, the city of São Paulo has 11 percent of its population living in subnormal clusters.
[53] The mobility index for the population earning up to 2 minimum wages in the municipality is 1.8 trips per day, while the city's average is 2.1 trips per day. Rio de Janeiro Mobility Plan Diagnosis, 2015.
Accessible at: https://www.rio.rj.gov.br/documents/5450795/7289444/IX+.+Resumo+do+Diagn percentC3%B3stico.pdf
[54] Relative Emissions of Urban Transport Pollutants. IPEA. Accessible at:
https://portalantigo.ipea.gov.br/agencia/images/stories/PDFs/boletim_regional/111125_boletimregional5_cap13.pdf
[55] At the time of appraisal at BRL 4.30.
[56] https://www5.usp.br/noticias/sociedade/estudo-da-fflch-analisa-politicas-publicas-de-transporte-em-sao-paulo/
[57] Impact of Tariff Policy on the Collective Public Transportation Systems of RMBH (Metropolitan Region of Belo Horizonte) Study. World Bank, 2022.

in the outskirts who frequently transfer between services.[58] Fare integration is also an effective gender equity policy, disproportionately benefiting women who tend to have more complex trip patterns than men (chained trips).[59] A higher level of physical and tariff integration has the potential to attract more users, as shown in several studies.[60] [61]

Prior Action 6: *To enable female survivors of domestic violence to access the referral services of the Rede Especializada para Combate à Violência Doméstica contra Mulheres (Specialized Network for Combating Violence Against Women in the Municipality), the Borrower has strengthened the "Cartão Move Mulher" (Move Women Card) program.*

53. **Rationale:** Data from the National Council of Justice show that over 2016-21 there was an increase of 45 percent in the number of new reported cases of domestic violence,[62] while the number of Urgent Protective Measures (MPUs) awarded by the judicial system grew by 14.4 percent in 2020-21.[63] Between 2016 and 2021, the number of feminicides grew by 44.3 percent,[64] and the simultaneous growth of MPUs and feminicides indicates a possible failure of Brazil in terms of guaranteeing the effectiveness of MPUs and the fundamental rights of the survivors.[65] The available data also shows that, in 2020-21, there was a drop in lethal crimes against women but also a significant increase in reports of intentional bodily harm and emergency calls to 190, both in the context of domestic violence and an increase in femicides.[66] In Rio, the reported cases of threat to women increased by 13.2 percent, compared to 3.3 percent in the country overall. The rape rate in which the victims are women grew by 3.7 percent in Brazil and 7.9 percent in Rio. The MRJ has since 2021 designed a program to prevent and combat gender-based violence, starting with the re-establishment of the Special Secretariat for Women's Promotion Policies (SPM) and the signing of the Pact of Cooperation to Combat Violence against Women with 13 municipal, state, and federal institutions. In 2022, the MRJ created the Municipal Program for Combating Feminicide (Law 7,291/2022), aiming to expand the referral service network for women in situations of violence. The Specialized Network for Combating Violence Against Women is currently composed of eight service facilities, including the Specialized Center to Assist Carioca Women (CEAM).[67] CEAM provides some 250 appointments to women in situations of violence per month and continuously monitors around 130 women. Many of the women who receive assistance from CEAM reside in remote locations, far from the center. A significant number face social and economic vulnerability, often experiencing un- or underemployment and earning less than the minimum wage.

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[58] "Incidencia distributiva de la integracion tarifaria en el sistema de transporte del Area Metropolitana de Buenos Aires", Vezza, E. and Puig, J., Mimeo.
[59] World Bank. (2020). Why Does She Move (pp 59-60).
[60] The impact of Integrated Tariff Systems on public transport demand: Evidence from Italy. Regional Science and Urban Economics. Accessible in: https://www.sciencedirect.com/science/article/pii/S0166046208000689
[61] A review of public transport economics. Accessible at https://www.sciencedirect.com/science/article/pii/S2212012221000010
[62] The rate jumped from 404/100,000 women to 587/100,000 women.
[63] The primary purpose of MPUs is to prevent the escalation and progression of acts of violence against women. In 2020, 323,570 MPUs were awarded, either fully or partially; in 2021, that number jumped to 370,209.
[64] Brazilian Forum of Public Security (FBSP), *Anuário Brasileiro de Segurança Pública 2022*, available at *https://forumseguranca.org.br/anuario-brasileiro-seguranca-publica/*
[65] Indeed, in 2021, the National Human Rights Ombudsman (ONDH) registered 67,779 complaints of domestic violence against women, of which 12% (8,033) related to violence perpetrated in breach of MPUs.
[66] Homicides of women dropped by 3.8 percent in Brazil and 19.9 percent in Rio (reaching a ratio of 3.6/100,000 women in the country and 1.8/100,000 women in Rio); however, while the femicide rate in the country fell by 1.7 percent (reaching a ratio of 1.2/100,000 women), Rio watched an increase of 8.4 percent (reaching a ratio of 0.9/100,000 women. Source: Fórum Brasileiro de Segurança Pública: 2022. Anuário Brasileiro de Segurança Pública 2022. – available at https://forumseguranca.org.br/wp-content/uploads/2022/06/anuario-2022.pdf?v=15.
[67] The Specialized Network also includes three Houses of the Carioca Woman (*Casa da Mulher Carioca*), three specialized service centers (*Núcleos de Atendimento Especializado),* one specialized center for psychotherapeutic assistance, and one confidential shelter designed for women at imminent risk of death.

54. **Substance of Prior Action 6:** The law supported under this Prior Action reflects Rio's strong and continued commitment to improving safety for low-income women and girls and reducing the escalation of domestic violence against them. The *Cartão Move Mulher* (Move Women Card) program was initially created by an executive decree[68] in 2021 and strengthened by Law No. 7,430 in 2022. The *Cartão Move Mulher* program is a transport allowance[69] that aims to help women in situation of social and/or economic vulnerability to break out of the cycle of domestic violence by enabling them to access the referral services of the MRJ's Specialized Network. The law expands the scope of the decree by including all facilities that make up the Network, by allowing the municipal government to enter partnerships with other governments, civil society and private companies, also expanding the potential sources of funding, and by not limiting the role of implementation and coordination of the program to a specific Secretariat, thus making the continuity of the Program independent of the existence of a Women's Secretariat. The program under implementation provides transport allowance to women who, cumulatively (i) are assisted by the survivor-centered services and who need continuous monitoring; (ii) who are 18 and over or are teenage mothers; and (iii) have monthly per capita family income of up to half the minimum wage. Each woman will receive a card[70] charged for up to six bus tickets per month with the possibility of adding another card within a month in case of need.

55. **Expected Results:** The measure is expected to help reduce the escalation of domestic and family violence against women as well as to enhance the efficiency of the protective measures awarded by the State. The transport allowance aims to keep supporting at least 2,000 women annually by 2024, reducing the geographical barriers that separate their homes from the referral services and promoting a greater sense of gender inclusivity within urban spaces. The MRJ's Specialized Network expects to increase by 350 percent the number of services provided from 2021 to 2024.

Prior Action 7: *To expand low-carbon mobility in the MRJ and connect the city's low-income areas, the Borrower has (i) regulated the Cycling Network and adopted the Municipal Cycleway Plan that establishes requirements, responsibilities, and an accountability framework to expand and consolidate its implementation, and (ii) established the Road Safety Plan, with targets for reducing traffic fatalities, requirements for speed reduction and physical interventions, and the creation of a Permanent Committee on Road Safety.*

56. **Rationale:** Since 2020, Rio's cycleway network expanded from 450 to 480 kilometers, connecting 55 medium and high-capacity public transport stations. However, although Rio has one of the most extensive cycleway networks in Latin America, it is primarily concentrated in wealthier neighborhoods in the South and Central regions of the city. Cycling represents only 1 percent of the total trips in Rio, a significantly lower proportion than in cities like Bogota (6.6 percent). The 2018 National Survey on the Profile of the Brazilian Cyclist found that inadequate infrastructure (50.4 percent) and road safety (29.9 percent) deter *Cariocas* from cycling. Women pay more attention to risk than men when making a choice among transport modes, and the lack of proper infrastructure and safety conditions heavily influence women's decision to cycle, contributing to gender inequity. Exacerbating the situation, the city has been grappling with road safety issues for many years. Over the past decade, the city experienced over 6,000 traffic fatalities, with 585 deaths in 2021, resulting in a mortality rate of 9 deaths per 100,000 inhabitants. Pedestrians and cyclists are particularly vulnerable, accounting for 48 percent of all recorded accidents over 2018-21. The road safety

[68] Decree Rio No. 49,363 dated August 30, 2021.
[69] Currently this allowance corresponds to 6 bus fares per month.
[70] A common card without any characterization linking her to the program.

issue is also a matter of equity, as people with lower incomes are more likely to travel on foot. Women are also disproportionately affected, as they prioritize safety over affordability and speed when choosing transport.

57. **Substance of Prior Action 7:** The Borrower has shown continued commitment to improving road safety and cycling conditions to promote zero-emissions transport modes. Decree No. 52,132 regulates the Cycleway Network and enacts the Cycleway Expansion Plan-*Ciclo.Rio,* fulfilling the requirements expressed in the 2019 municipal law that establishes the Municipal Cycling Plan[71]. It expands the scope of the regulation supported under DPL1[72] and earmarks 602km of roadways for the structural network of cycleways and 491 km for the complementary network. Urban intervention projects that involve those roads must consider the implementation of cycling infrastructure. These will connect the existing cycling network to mass transit stations and many traffic generator nodes, prioritizing areas that are lower-income and less served by public transport. The Cycleway Expansion Plan establishes the technical criteria, data management systems, and governance framework required for implementing the Cycleway Network. Complementing this measure, Decree No. 52,554 establishes the Road Safety Plan to enhance safety conditions in traffic, particularly for non-motorized transport modes. The Plan establishes progressive targets to reduce traffic fatalities and outlines all key actions until 2024 to implement a Safe System approach to road safety management.[73] These include measures to enhance safety, comfort, and accessibility for the users of non-motorized transport modes, such as: reduction of motorized vehicle speeds, monitoring accessibility and safety conditions of sidewalks, studies of critical points for cyclist safety, traffic calming projects, and implementation of pedestrian-only zones. The decree creates the Permanent Committee on Road Safety with responsibilities and periodical obligations to monitor and report the implementation and budget of the plan.[74]

58. **Expected Results.** By implementing the Cycleway Expansion Plan-Ciclo.Rio and expanding the Cycling Network, the Borrower aims to achieve at least 40 percent of medium- and high-capacity transport stations featuring cycling connections. By 2030, investment in cycling infrastructure expansion and multi-modal integration is expected to result in a fourfold increase in the number of bicycle trips and an increase in mass transit ridership, and a subsequent reduction in GHG emissions and pollutants[75]. The Borrower expects that the Road Safety Plan will contribute to a 12.5 percent reduction in the rate of traffic deaths by the end of 2024, compared to 2019[76][77].

[71] Complementary Law 199 dated January 17, 2019.

[72] While the decree does revoke Rio Decree No. 49.461, dated September 21, 2021, supported under DPL 1, it does so only to evolve and expand the network even further to low-income areas.

[73] International Transport Forum. (2008), Towards Zero: Ambitious Road Safety Targets and the Safe System Approach, OECD Publishing, Paris; Global Road Safety Facility. (2023). Speed Management Hub - Frequently Asked Questions, Note 8.2.

[74] These measures are aligned with international best practices and evidence-based research. Turner, B., Job, S., & Mitra, S. (2021). Guide for Road Safety Interventions: Evidence of What Works and What Does Not Work. World Bank, Washington, DC., USA; and International Transport Forum. (2008), Towards Zero: Ambitious Road Safety Targets and the Safe System Approach, OECD Publishing, Paris.

[75] Sarriera J. and Jakovcevic A. (2022). Identifying and Quantifying the Economic Benefits of Bicycle Lanes, World Bank. *https://www.linux.ime.usp.br/~pedrogigeck/mac0499/monografia.pdf*; Morales *https://thedocs.worldbank.org/en/doc/10f732bd97e07697ae4ff58355dad91a-0190022022/original/Mobility-and-Development-Spring-2022.pdf*

[76] The target required an adjustment in relation to target stated in the May decree because of the new partial Census data published in June 2023. Initial numbers show an unexpected population reduction in Rio de Janeiro for the first time. The baseline will be kept as 9 as published in 2019, but it is being revised up as the population size was smaller than originally projected. Therefore, the working target for the operation is a reduction of 12.5 percent of traffic fatalities, which is aligned with international targets.

[77] With a target of reaching a 50 percent reduction by 2030, in line with the National Plan for Reduction of Traffic Deaths and Injuries (PNATRANS).

***Prior Action 8:** To further strengthen the green transformation of the Low Emission District, the Borrower has established a governance structure across Secretaries and other relevant institutions, enabling the renewal of public space with a focus on e-mobility, low-carbon and climate-resilient infrastructure, urban afforestation, and reduction of vehicle emissions, and a M&E system of GHG emissions.*

59. **Rationale:** In alignments with Brazil's NDCs,[78] through Complementary Law No. 229, the MRJ established a Low Emission District in central Rio, a delimited area of 2.3 square kilometers aimed at implementing actions to reduce emissions of greenhouse gases (GHG).[79] The District, to be implemented in phases by 2030, has strategic national importance by showcasing how policies can be defined and implemented at the city level to help achieve the country's overall NDCs, with a focus on the highest-emission sectors, transport and energy. Along with the other 34 signatory cities of the *C40 Green and Healthy Streets Declaration*,[80] Rio became the first city in Brazil that has pledged to ensure that a major area of the city is zero emission by 2030. The effective operationalization and successive implementation of the district requires the establishment of a clear governance structure across Secretaries and a monitoring and evaluation system for tracking the impacts on GHG emissions.

60. **Substance of Prior Action 8:** The Borrower has shown strong commitment to advancing the green transformation of the city center and has published a legal framework that establishes the district's governance structure and details the implementation process. Decree No. 51,047, dated June 28, 2022, envisions that actions will be integrated and technically coordinated by the Planning Office of the Undersecretary of Planning and Monitoring Results of the Municipal Secretary of Finance and Planning, with the Municipal Secretary of Urban Planning, the Municipal Secretary of Transport, the Municipal Secretary of Environment, and the *Pereira Passos Institute* (IPP) as central entities for project implementation.[81] The implementation of the Low Emission District (DBE) will take place in phases until 2030. In the first phase (until 2024), the DBE will undergo an urban redevelopment of 35,000 m^2 of public space, with a focus on active and e-mobility, low-carbon, and climate-resilient infrastructure, urban afforestation, and policies that reduce vehicle emissions, and stations for monitoring air quality will be installed in the District perimeter. In addition, a Communications Plan will be elaborated to engage the population and communicate the benefits to be achieved. Finally, in the first phase, the Borrower will develop a methodology for measuring GHG emissions in the district.

61. **Expected Results.** These measures will increase the competitiveness and use of low-carbon and sustainable transport modes and increase afforestation and building energy efficiency, thereby reducing GHG emissions. By end-2024, the Borrower expects that bicycle trips through the city's bike-sharing scheme originating in the district perimeter will reach 85,000, a 30-percent increase compared to 2021. These measures will reduce carbon emissions, improve local air quality, and produce public health benefits. The local pollutant reduction impacts would likely disproportionately accrue to Rio's lower income households,

[78] Brazil's Update of the First Nationally Determined Contribution (NDC) submission (commits to reducing GHG emissions by 37 percent below 2005 levels in 2025, and by 43 percent below 2005 levels in 2030. Source: Paris Agreement, Brazil's NDC: https://www4.unfccc.int/sites/ndcstaging/PublishedDocuments/Brazil%20First/Brazil%20First%20NDC%20(Updated%20submission).pdf
[79] The initiative is substantively similar to Low-Emissions Zones (LEZ) in London, Milan, and other global cities.
[80] C40 Cities Climate Leadership Group is a group of 96 cities around the world, representing a quarter of the global economy, focused on fighting the climate crisis and driving urban action that reduces greenhouse gas emissions and climate risks, while increasing the health, wellbeing and economic opportunities of urban residents.
[81] Considering the transversality of the intervention, the implementation of the actions will also rely on other sectoral agencies. For example, CET-Rio will lead the implementation of the cycleway network expansion, while *Companhia Municipal de Limpeza Urbana* (COMLURB) will be responsible for low-emission waste collection using electric vehicles.

women, and school-aged children – population segments that rely more heavily on walking and biking for their daily travel needs.

62. **The DPL program builds on a range of analytical, data collection, and strategic activities implemented by the client and the Bank and other development partners in support of low-carbon, sustainable, and inclusive urban mobility, and land use planning**. Table 8 below presents analytical underpinnings that informed the reforms and programs supported by the DPL.

Table 9: DPL Prior Actions and Analytical Underpinnings

Prior Actions	Analytical Underpinnings
Operation Pillar 1: Strengthening fiscal management to improve medium-term fiscal sustainability	
Prior action 1 (public sector audit)	• World Bank. National Internal Control Assessment based on COSO and IA-CM, 2020. https://documentsinternal.worldbank.org/search/33253600 • The Institute of Internal Auditors. Declaração de Posicionamento do IIA: As Três Linhas de Defesa no Gerenciamento Eficaz de Riscos e Controles, 2013. https://www.controladoria.go.gov.br/images/noticias/As-3-linhas-de-defesa---IIA.pdf
Prior action 2 (carbon credits)	• Ecosystem Marketplace, "The State of the Voluntary Carbon Markets 2022 Q3 Briefing," August 3, 2022. • World Bank. 2023. State and Trends of Carbon Pricing 2023. *Both reports provided relevant context and informed the regarding the state, opportunities, and possible outcomes by providing fiscal incentives for credit carbon markets.*
Prior Action 3 (Pension record management / audit)	• Brazil Public Expenditure Review (P154992). *This PA has benefited from sections on pensions.* • Wage Bill & Public Workforce Reform in Brazil (P166281). *The PA has benefited from the analysis of the wage bill and administrative reforms at the federal and subnational levels.* • Progestão Series of Projects. *This PA benefits from lessons learnt from the implementation of the unified pension management units in other subnational governments through Progestão series of projects (P178663, P179088, P179046, among others).*
Pillar 2: Accelerating the transition towards a low-carbon, climate-resilient and inclusive development	
Prior action 4 (BRT):	• World Bank. (2023). Country Climate and Development Report (CCDR) for Brazil. *The CCDR addresses the policies for a transition to greener and efficient urban public transport systems*. • Rio Prefeitura et al. (2017). Monitoramento das Emissões de Gases de Efeito Estufa da Cidade do Rio de Janeiro: 2012-2017. *The PA benefits from the data reported on efficiency of service provision on the BRT system.*
Prior action 5 (modal and tariff integration)	• SSATP. (2021). Myths and Realities of "Informal" Public Transport in Developing Countries: Approaches for Improving the Sector. World Bank, Washington, DC. • SSATP. (2023). From complete formalization encompassing Bus Rapid Transit (BRT) to the corporatization of informal Public Transport owner/operators: Cape Town, South Africa. World Bank, Washington, DC. *Both reports informed the rationale for improving informal transport.* • World Bank. (2018). Incidencia distributiva de la integración tarifaria en el sistema de transporte del Área Metropolitana de Buenos Aires. • Impact of Tariff Policy on the Collective Public Transportation Systems of RMBH (Metropolitan Region of Belo Horizonte) Study. World Bank, 2022. *Both reports informed the distributive incidence of tariff integration.*
Prior action 6	• World Bank Group and UNGE. (2020). Why Does She Move? A Study of Women's Mobility in Latin American Cities.

(Women Move Card)	
Prior action 7 (cycleway and road safety plans):	• Pucher, J. et al. 2010. Infrastructure, programs, and policies to increase bicycling: An international review. *Preventive Medicine*, 50 (Supplement 1), S106-S125. • World Bank. (2017). The High Toll of Traffic Injuries: Unacceptable and Preventable. World Bank, Washington, DC. *Highlights the high human and economic benefits that could be gained from reducing the incidence of road accidents across developing countries.*
Prior action 8 (Low emission district):	• Ongoing World Bank technical assistance (Global Smart City Program*) is supporting the methodology to estimate and monitor GHG emissions in the Low Emission District.* • World Bank. (2023). Country Climate and Development Report (CCDR) for Brazil. *The CCDR assesses the carbon emissions mitigation potential of urban low-emissions zones.*

4.3. LINK TO CPF, OTHER BANK OPERATIONS AND THE WBG STRATEGY

63. **The proposed DPL is fully aligned with the Country Partnership Framework (CPF) for the period FY2018–23[82].** The World Bank Group FY18-23 CPF for Brazil was prepared against the backdrop of the 2014–16 economic recession that led to a fiscal crisis and increased unemployment and poverty levels. The main premise of the CPF was the need to revisit the country's growth model to improve its sustainability and inclusiveness. The CPF is built on three Focus Areas: (i) fiscal consolidation and government The first pillar of the proposed DPL is aligned with Focus Area 1 and Objectives 1.1 (Strengthening Fiscal Management at all levels of government) and 1.2 (Increase fiscal sustainability and fairness of pension system) by strengthening its public management systems though improving internal audit capacity and strengthening the pension record management and audits. The first pillar is also aligned with Focus Area 3, and Objective 3.1 (Support the achievement of Brazil's NDC) by supporting measures to promote a green economy. The second pillar of this DPL is aligned with Focus Area 2, and Objective 2.3 (Mobilize greater investment in infrastructure to improve services) by focusing on optimizing the transport sector and supporting the mobilization of greater investment in infrastructure to improve services. Pillar 2 is also aligned with Focus Area 3, and Objectives 3.1 (Support the achievement of Brazil's NDC) and 3.2 (Provide more inclusive and sustainable urban services) by revamping the BRT system, making the public and active transport more accessible to the most vulnerable, and supporting the implementation of a Low Emission District.

64. **In line with the CPF, this proposed operation is part of a series of subnational DPLs to support fiscal adjustment and sustainable low-carbon and climate-resilient development in subnational entities.** The proposed operation is the sixth under this framework, following the Mato Grosso Fiscal Adjustment DPL (P164588), the First Amazonas Fiscal and Environmental Sustainability Programmatic DPL (P172455), the State of Goias Sustainable Recovery DPL (P177632), the Rio de Janeiro Adjustment and Sustainable DPL (P178729), the first of this series, and the BR State of Ceará Sustainable DPL (P180497), which is under preparation. The Mato Grosso DPL aimed to support the State to implement of institutional reforms for fiscal sustainability; and consolidate efforts to protect forest assets while promoting agricultural productivity in line with the State's development strategy. The Amazonas DPL supported fiscal discipline, climate-informed decision making, and an integrated approach to forest conservation and development to help the State improve its recovery after COVID-19 and protect the Amazon Forest. The Goiás DPL aimed to support the state in improving fiscal sustainability and adopting climate-smart, resilient, and inclusive policies for its agricultural sector. The First Rio de Janeiro DPL supported the municipality in strengthening fiscal

[82] The CPF was endorsed by the World Bank's Board of Executive Directors on July 13, 2017 (Report no. 113259-BR).

management to improve medium-term fiscal sustainability and accelerating the transition towards a low-carbon, resilient and inclusive urban development. The Ceará State DPL supports efficiency improvements in public resource management and sustainable development through clean energy and skills development.

65. **The proposed DPL series is closely aligned with the World Bank's and Latin America & Caribbean's respective Climate Change Action Plans (CCAP) 2021-25**, which aim to advance the climate change aspects of the GRID approach, thereby promoting poverty eradication and shared prosperity with a sustainability focus. Moreover, the policy priorities supported by the series align with the objectives and priorities outlined in the Country Climate and Development Report (CCDR) for Brazil.

4.4. CONSULTATIONS AND COLLABORATION WITH DEVELOPMENT PARTNERS

66. **Public consultations on the proposed reforms in the municipality of Rio de Janeiro took place both during the development of the policies, and while they were being reviewed by the Municipal Council (*Câmara de Vereadores*).** In the case of Municipal laws, consultations follow the procedures in the Organic Law of the municipality (*Lei Orgânica do Município do Rio de Janeiro*). The consultation process increases the legitimacy of policies, while allowing authorities to benefit from advice and technical knowledge. The municipality of Rio de Janeiro confirmed that the program supported by this DPL operation is based on a broad consultation process with a variety of stakeholders, including civil society and business chambers.

67. **The World Bank collaborated with the Federal Treasury in the design of pillar 1.** On the fiscal adjustment component of the operation, the World Bank team worked in close partnership with the Federal Treasury (*Secretaria do Tesouro Nacional*, STN), which is the federal government's agency responsible for supervising the fiscal affairs of subnational governments. Representatives of the STN and the World Bank team discussed the development of the program under pillar 1, the modeling of its fiscal impact and the relevance of the Municipality' adherence to Fiscal equilibrium plan to support the city's fiscal consolidation.

68. **The policies under the second pillar of the operation were thoroughly discussed with interested stakeholders and civil society.** The MRJ developed the new disciplinary code for the complementary transportation *Cabritinhos* after extensive dialogue with the communities and operators (PA5). The development of the Ciclo.Rio (PA7) was a joint collaboration between the Secretary of Transport, CET-RIO, Municipal Secretariat of Environment, and several non-governamental organizations. Ciclo.Rio underwent consultations with cycling groups, civil society, and delivery riders; workshops were held in the five planning areas of the city to enable face-to-face dialogue with bicycle users and businesses. An online survey was also available for broad public participation. WRI-Brazil (World Resources Institute) and *Instituto Cordial* supported the preparation of the Road Safety Plan (PA7), through technical cooperation agreements signed with CET-Rio, and in collaboration with the Municipal Transportation Council, universities, NGOs, specialists, and the general public. The Plan also underwent consultations and involved a survey conducted online, which attracted the participation of approximately 1,400 people. In the context of the Low Emission District (PA8) discussions, the Downtown Upgrading Plan for Rio de Janeiro (Reviver Centro[83]*l*) was developed based on extensive discussions held by the Downtown Upgrading Working Group, established by Decree no. 48.348 of January 1, 2021. Although the *Reviver Centro* Program, of which the Low Emission District is part, has been criticized by some civil society organizations – mainly on the potential risks of gentrification – these concerns have been addressed by the inclusion of investments in social housing in the Program. Results from public

[83] https://reviver-centro-pcrj.hub.arcgis.com/

surveys with more than 8,000 respondents indicated that participants consider improvements in security, lighting, public transport, and accessibility as priorities for the central area of the city. The Program was also discussed in a public hearing in the House of Representatives and in the Municipal Council of Urban Policy.

69. **Finally, the World Bank collaborated with IFC on developing new business models that promote the implementation of e-buses in Brazilian cities.** The Bank's transport team and the IFC Upstream team have jointly provided technical assistance to Brazilian cities to develop business models that leverage private sector participation to facilitate the deployment of e-buses. These assessments have informed the discussions with the MRJ about the business models that can leverage the introduction of e-buses in the future, such as the unbundling of bus operations and vehicle provision services (PA4).

5. OTHER DESIGN AND APPRAISAL ISSUES

70. **Overall, most prior actions included in this operation have the potential of positive equity and social impacts.** Policy changes included in the first pillar are expected to allow the municipality to improve the efficiency of their spending. Policy changes related to the adoption of improvements in the pension record management and audit system may open more fiscal space for public investments on the government's priorities which are likely to support the provision of basic public services, benefiting social groups in the bottom of society and boosting equality of opportunity. Policy changes included in the second pillar have poverty and social impacts. Improvements in the public transportation system, on which the low-income population disproportionately relies, will positively impact the wellbeing of Rio residents by lowering the pecuniary and non-pecuniary transportation costs of connecting to the city's economic opportunities. Direct positive social impacts are expected from the support to women suffering domestic violence. Other policies are expected to have indirect positive effects through the reduction of congestion and pollution.

71. **Prior actions in the first pillar are expected to improve the municipality's Public Management system, therefore improving the efficiency of spending, while creating fiscal space for improved provision of public services and investments in a green urban development.** PAs 1 and 3 under Pillar I will contribute to the efforts made by the Municipality of Rio de Janeiro towards fiscal recovery. The improvements in the the auditing process and in the pension record management systems are expected to have positive – though indirect – poverty and social impacts because they are expected to contribute to keep the Municipality's high level of budgetary allocations to provide basic public services. Notably, between 2020 and 2022, the Municipality has allocated an average of 26.9 percent of the city's revenues on education and 18.0 percent on health, both above the constitutional requirements of 25 percent for Education and 12 percent for Health. Fiscal space to continue this expenditure allocation will benefit the most disadvantaged and vulnerable social groups, which rely the most in these public services.[84] PA2 is not expected to have any negative effects on poverty. While it is not straightforward to estimate the total amount of fiscal space that these PAs will create, taking the lower bound estimate from improvements in the pension system in the Santa Catarina's example, a 10 percent reduction in pension expenditures would equate to 594 million BRL (15 percent of the municipality's total budget), which would be enough to fund the municipal Health activities or 5 percent of the BF recipients in the municipality.[85]

[84] Data from PNS (2019).
[85] According to Portal de Transparência, there are 1,443,879 beneficiaries in RJ. Assuming an average benefit of R$672, this implies an annual budget of R$ 11,643 million.

72. **The poverty and social impacts of the Prior Actions supported under Pillar II are more direct and positive.** PAs 4 and 6 are expected to expand the use of public and non-motorized transport, contributing to greening the transport system and reducing the city's carbon footprint. These three Prior Actions combined are expected to bring benefits for the low-income population who: a) face more restrictions in their mobility and access to both economic opportunities and basic public services in the city; b) are more dependent on public transportation for their mobility c) have limited options of public transportation and d) devote a significant part of their daily hours commuting between home and work. By improving the frequency and reliability of bus services and reducing the average headway, PA4 will contribute to lowering transaction costs for users and more than proportionally those dependent on the system to access jobs. PA5 will effectively constitute an in-kind transfer for BRT riders, who are typically low-income, as they are no longer required to pay an additional fare for a third mode of transportation. This change thus represents a 50 percent decrease in transportation costs to all riders who require three modes of transportation.[86] The new transport code of *Cabritinhos* (PA5) will also improve transportation services among one of the most vulnerable populations in Rio, the residents of *favelas*. PA6 will have substantial social impacts by eliminating a possible barrier for low-income female survivors of domestic violence to access the support of the Specialized Network for Combating Violence Against Women in the Municipality. The *Cartão Move Mulher*'s focus on women with income that is less than half a minimum wage further concentrates its positive effects among a particularly vulnerable group.[87] By increasing road, walking, and cycling safety, PA7 is also expected to benefit the mobility of low-income population who is more likely to travel on foot and, particularly, the mobility of women who rely even more on walking and prioritize safety when moving across the city. The direct effects on poverty of PA8 are expected to be minor, with potential indirect positive impacts from the reduction of carbon emissions on local air quality and, consequently, the prevalence of respiratory illnesses.

5.2. ENVIRONMENTAL, FORESTS, AND OTHER NATURAL RESOURCE ASPECTS

73. **The prior actions supported by this DPL are likely to have positive effects on the environment through the significant emission reduction measures.** The DPL is designed to promote a green economy carbon economy (under Pillar I) and the transition towards a low-carbon, climate-resilient and inclusive urban development (Pillar II), which overall it is expected to generate positive impacts to the environment.

74. **The first pillar contains two prior actions that are not likely to cause direct negative impacts on the environment and one prior action that is designed to foster the low carbon economy.** PA 2 offers tax incentives to private sector activities in the carbon market and to individuals purchasing carbon credits. This measure is expected to have positive environmental impacts by promoting carbon emissions offset within the economy. Prior Action PA1 supports enhanced internal auditing capacity of Rio's Municipality, which is unlikely to result in negative environmental impacts. Prior action PA3 is designed to support more efficient management of MRJ's pension fund, and it is unlikely to result in negative environmental impacts.

75. **Under the second pillar, significant positive environmental impacts are expected.** PA4 fosters a more competitive and low-carbon option of public transportation, promoting the restructuring and enhancement of Rio's BRT system, which is expected to generate positive environmental impacts (lower GHG and other pollutant emissions) and more efficient use of energy resources. This DPL also supports low-carbon

[86] Before the new regulation, a rider had to pay R$4.30 for the first two modes of transportation, and an additional fare R$4.30 for the third mode.
[87] Half a minimum wage is the threshold for families to be able to register in the social registry (Cadástro Unico) – the government's system to monitor and approve the provision of social programs for low-income individuals and families. The work on Lara Ibarra et al. (2021) found that half a minimum wage is close in value to the cost of affording a basket of basic needs in Brazil.

public transportation in the low-income communities and increased modal integration (PA5), which likewise it is expected to generate positive environmental impacts and more efficient use of energy resources. PA6 supports a dedicated system of low-carbon choice of public transportation for women victims of domestic violence, which also it is expected to generate only positive environmental impacts and social co-benefits. PA7 aims to support the expansion and consolidation of a comprehensive and safer municipal cycling network, which is an affordable choice of low-carbon mobility for the population from low-income areas. These measures are also expected to generate positive environmental impacts and social co-benefits by shifting from CO_2 emitting to zero emissions modes of urban mobility (NMT). In addition, PA8 fosters enhanced governance structures to promote lower emissions across Rio's Low Emission District, which is also expected to generate positive environmental impacts, on urban air quality and significant climate benefits.

5.3. PFM, DISBURSEMENT AND AUDITING ASPECTS

76. **The overall integrated fiduciary risk of this operation arising from the Municipality of Rio de Janeiro's (MRJ) public financial management (PFM) and public procurement system[88] and the FOREX control environment is Moderate.** A well-developed legal framework—including the Federal Constitution, the Fiscal Responsibility Law (LRF) and other laws and regulations—underpins the MRJ PFM and established Institutional PFM arrangements are being strengthened within the Municipal Secretariat of Finance's departments. Improvements are noted in in the external oversight mechanisms, including participation by key stakeholders and sector agencies that follow federal rules consistent with the best international standards. There is timely availability of budget execution information for public access, primarily through the Internet. In terms of fighting corruption, the MRJ's ranks 22nd out of 27th state capitals in the Transparency International Covid-19 Brazil, with an overall score of 69/100[89], but still considered "good".

77. **The MRJ is undertaking important PFM reforms to improve the quality and relevance of financial information for decision making, while simultaneously focusing on measures to bolster credibility, transparency, accountability, and efficiency within PFM.** The MRJ is actively promoting appropriate behavior among public sector officials and working to mitigate the risk of public corruption, irregularities, and fraud. These include: (i) implementing the Integrated Budget, Financial and Administrative System (*Siafic*)[90]; (ii) implementing the MCASP (Manual of Accounting Applied to the Public Sector) aligned with the International Public Sector Accounting Standards (IPSAS)[91]; (iii) enhancing internal controls and commitment controls to mitigate the lack of budget realism, cash flow unpredictability, off-budget expenditures, inobservance of budget rules and legal fiscal limits[92]; (iv) implementing recommendations made by oversight institutions; (v) strengthening the Municipal Government's accounting and budget execution system (FINCON) along with the Contract Management System (FCTR) to improve the quality and transparency of accounting information[93]; (vi) observance of the use of the Single Treasury Account (STA) model of cash management and ensuring its proper implementation and clear allocation of responsibility for its

[88] PFM aspects are supported by the following analytical work: Brazil Public Expenditure Review (PER); Country Policy and Institutional Assessments (CPIA); Brazil Public Expenditure and Financial Accountability (PEFA) Report; Last two published annual audit reports and financial statements of the Municipality of Rio de Janeiro; Observatory of Public State Finance; 2019 MMD-QATC (Supreme Audit Institution Performance Measurement Framework); and IMF Fiscal Transparency Evaluations/Reviews and Code of Good Practices on Fiscal Transparency.
[89] https://transparenciainternacional.org.br/ranking/
[90] A software that must be used by the executive, legislative, and judiciary powers, with a shared database and integrated with the Municipal FMIS (FINCON). The Government should hire the firm by the end of CY2023.
[91] Portaria STN nº 548/2015 - *Plano de Implantação dos Procedimentos Contábeis Patrimoniais – PIPCP*, to be fully implemented by December, 2024.
[92] Lei Complementar 235 enhances PFM controls to avoid off-budget expenditures.
[93] The ranking shows the quality of accounting and fiscal information and is monitored by the National Treasury Secretariat.

management; and (vii) reforming the CGM by implementing the internal audit standards in the public sector and strengthening the internal audit function.

78. **However, despite the progress made, the MRJ's Public Financial Management (PFM) system still requires further improvements to address remaining weaknesses.** Certain limitations persist in the system concerning public sector investment management and the provisions for investments and recurrent costs. These limitations continue to hinder the quality and efficiency of public expenditures. To tackle these challenges, the following areas need to be prioritized: (i) a training program for managers at all levels of the PFM framework, including about their roles and responsibilities; (ii) an action plan to address deficiencies in the procurement function and in the management of government supplies and inventories; and (iii) a continuous enhancement of audit standards[94] in the Municipal Comptroller General.

79. **Internal Oversight**. The Municipal government has internal rules and commitment controls. The Municipal Comptroller General supports the Municipal's direct and indirect agencies on legal and procedural compliance in public contracts, access to information, anticorruption, and transparency in public administration. The CGM has sufficient independence to perform its role. The CGM's internal structure establishes the main internal control functions (internal control, ombudsmanship, and inspection) following a risk-based approach and the "three lines", in compliance with international best practices and recommendations made by the Federal Audit Court (TCU) through Normative Instruction (*Instrução Normativa*) IN 63/2010. However, greater emphasis needs to be made to strengthen the internal audit and inspection functions to meet international standards and prevent misuse of funds.

80. **External Oversight.** The Municipal Audit Court, *the Tribunal de Contas do Município do Rio de Janeiro*, TCM-Rio reports to the legislative branch and is responsible for performing financial, compliance and operational audits and special reviews of budget execution and the quality of government expenditures at the Municipal level. The TCM-Rio audits have a reasonable scope and are generally issued with only minor delays. As part of its strategy to strengthen its institutional framework, the TCM-Rio will implement the *Sistema Aprimore* aiming to monitor and track the performance of the MMD-QATC indicators.[95]

81. **Accounting and Financial Reporting.** The MRJ has been able to prepare timely financial statements, with reasonable observance of the deadlines established to implement MCASP/IPSAS. The MRJ publishes the annual estimates of Revenue and Expenditure on its website; the Year-end financial statements and audit reports are also accessible, but only after they have been submitted to the legislature for approval. The latest approved audit of the Municipality's accounts covers the 2021 fiscal year. This report confirmed the observance of the agreed action plan, with respective improvement over the municipality's budget execution. Although some weaknesses remain, they were not considered material and do not compromise the overall consistency and usefulness of the financial statements. To increase the quality of its financial reporting, thereby enhancing transparency and accountability of the use of public funds, the MRJ has committed to continue implementing the recommendations made in the latest audit reports.

82. **The federal framework of laws and regulations for procurement is solid and transparent and is familiar to both public officials and to the private sector**. These laws and regulations take precedence over those for the subnational levels. States and municipalities may complement federal legislation but not

[94] Implementing the Internal Audit Capability Model (IA-CM) to strengthen the internal audit in all entities that execute the Municipal budget.
[95] *Programa Qualidade e Agilidade dos Tribunais de Contas* (MMD-QATC), is a diagnostic tool developed by Brazilian Supreme Audit Institutions Association - ATRICON, to assess the quality and performance of the Brazilian Supreme Audit Institutions. MMD QATC is based on the International Organization of Supreme Audit Institutions (INTOSAIs) Performance Measurement Framework (SAI-PMF).

contradict it, nor may they create new procurement methods. Open competitive bidding is the default procurement method, as defined by Article 37 of the Constitution, and provides fair opportunities for bidders to contest decisions including through appeal to an independent entity. All procurement opportunities, regardless of estimated cost, are published via the internet and official gazettes. Companies are required to have local representation to bid on government contracts. This involves establishing a local office or designating a local agent to serve as local representative and obtaining a taxpayer identification number or CNPJ (National Registry of Legal Entities). Once incorporated in Brazil, foreign companies are treated as locals and subject to the same rules and conditions as domestic companies. In terms of national e-procurement system, the *Pregão Eletrônico* is the main procurement method used in the Municipality. E-Reverse auctions remain as the method of choice for off the shelf goods and readily available services. In Rio de Janeiro, for the past three years 73 percent of all the procurement processes made in the Municipality were *Pregão Eletrônico*. This represents around 61 percent of the amount procured (BRL 800 million). These numbers and the consolidated legal framework for e-procurement in Brazil confirm the reliability of the instrument.

83. **The provisions in the federal Brazilian legal framework governing fraud and corruption are also binding on state and municipal public administrations.** The Bank's assessment is that they are adequate. The Federal Constitution and Laws to combat Fraud and Corruption define various categories of misconduct and provide for such sanctions as the suspension of political rights, removal from public office, freezing of assets and financial compensation for damages caused to public treasury for personal and firms. The Constitution also stipulates that there is no statute of limitations when seeking reparations for damages caused to the public treasury by government officials. Legal action can be filed in court by the public entity that suffered the losses or by the *Ministério Público*. Any person can file a complaint requesting an investigation of suspected wrongdoing. The Constitution and Anti-Corruption Laws have been complemented by other federal and state legislation inter alia regulating citizens' access to information and establishing a code of ethics for state officials.

84. **Based on the positive assessment of the Municipality's Public Financial Management (PFM) environment**, including the implementation of action plans to address identified PFM system weaknesses, it has been determined that the PFM system is adequate. The identified weaknesses pose low risks to the achievement of development objectives, therefore no additional fiduciary arrangements will be put in place for the operation.

85. **The loan proceeds will be disbursed based on satisfactory implementation of the DPL supported program.** Once the loan is effective and against satisfactory implementation of the program (specified prior actions achieved) and maintenance of an adequate macroeconomic policy framework, the borrower will request the World Bank to disburse[96] in local currency, the equivalent amount of the loan proceeds into a local currency denominated bank account opened by the Municipal Government at the *Banco do Brasil* branch in Rio de Janeiro. The *Banco do Brasil* is deemed acceptable to the World Bank, as it is: (i) financially sound, in good standing, audited regularly, receiving satisfactory audit reports, and can execute many transactions promptly; (ii) performs a wide range of banking services satisfactorily; (iii) provides detailed bank statements; and (iv) is part of a satisfactory banking network and charges reasonable fees for its services.

86. **Written Confirmation.** Within 30 days after receipt of the loan proceeds into the Brazilian Reais denominated account mentioned above, the Municipal Government will confirm to the World Bank that (i) the loan proceeds were received into the local currency denominated account, and (ii) the amount has been

recorded in the Municipality's accounting and budgeting management system/records. If loan proceeds are used to finance excluded expenditures as defined in the Loan Agreement, the World Bank will require the Municipal Government to refund the amount.

5.4. MONITORING, EVALUATION AND ACCOUNTABILITY

87. **The Municipal Finance and Planning Secretariat (SMFP) is responsible for collecting and monitoring information related to program implementation and progress toward the achievement of the results.** SMFP is responsible for coordinating actions among the agencies involved in the reform program supported by this DPL. SMFP will be directly responsible for the first pillar of the operation in coordination with other municipal agencies. The Secretary of Transport and the SMFP oversee policies and coordinates different institutions under the second pillar of the program. The Bank team has worked closely with the above agencies to define results indicators that are clearly spelled out and measurable, giving preference to those that are already collected by the municipal Government on a regular basis to avoid duplication.

88. **Grievance Redress**. Communities and individuals who believe that they are adversely affected by specific country policies supported as prior actions or tranche release conditions under a World Bank Development Policy Operation may submit complaints to the responsible country authorities, appropriate local/national grievance redress mechanisms, or the WB's Grievance Redress Service (GRS). The GRS ensures that complaints received are promptly reviewed to address pertinent concerns. Affected communities and individuals may submit their complaint to the WB's independent Inspection Panel which determines whether harm occurred, or could occur, as a result of WB non-compliance with its policies and procedures. Complaints may be submitted at any time after concerns have been brought directly to the World Bank's attention, and Bank Management has been given an opportunity to respond. For information on how to submit complaints to the World Bank's corporate Grievance Redress Service (GRS), please visit http://www.worldbank.org/GRS. For information on how to submit complaints to the World Bank Inspection Panel, please visit *www.inspectionpanel.org*.

89. **Brazil and MRJ have a robust legislation on access to information and grievance redressing.**[97] The 1988 Federal Constitution (Art. 103 and Art. 130) and Constitutional Amendment 45/2004 provide for the creation of Ombudsmen at all levels of government. The MRJ restructured its Municipal Ombudsman System through Decree Rio Nº 44,746/2018. The System comprises the Institutional Ombudsman, 6 ombudsman offices and 167 ombudsman agents. The Ombudsman is the second instance of relationship between the municipality and the citizen. It receives complaints of requests addressed to the municipality through the 1746 platform, but which were not carried out in time or with the desired quality. Compliments, suggestions, and complaints can be filled directly through the Ombudsman. The operation of the Municipal Ombudsman System is publicly reported and since 2021 incorporates a virtual dashboard[98] that is updated just in time. The efficiency of the system has improved. In 2020, 53.4 percent of complaints were solved within the legal deadline; this rate rose to 60 percent in 2021 and reached 69 percent in 2022. The Ombudsman ensures the protection of the identity of the author of complaints in compliance with Law 12,527/2011.

[97] Including: Constitutional Amendment 19/1988, Federal Law 12,527/2011, Federal Law 13,460/2017, Federal Decree 9,492/2018, and Normative Instruction Ministry of Transparency and Federal Comptroller General (CGE)/Union General Ombudsman Office (OGU) 5/2018.

[98] *https://www.1746.rio/hc/pt-br/p/relatorios*

6. SUMMARY OF RISKS AND MITIGATION

90. **The overall risk of this operation is rated as moderate**. The principal risks to the objectives of this operation are stakeholder risks, which are substantial. A wide range of stakeholders could be affected by the supported reforms. The municipality recently terminated the contracts of current BRT concessions on contractual noncompliance grounds and a judicial agreement was reached with operators. Operations are being temporarily run by the municipal transport authority ("Mobi.Rio") until new concessions are awarded. These reforms could face opposition from incumbent local bus operators. The authorities are aware of these risks and are engaging actively with all relevant stakeholders, mainly with operators and fleet providers, civil society organizations, the private sector, and with the legislative and judiciary branches. In addition, although the regulations for expanding cycling infrastructure and improving road safety have been developed in collaboration with numerous stakeholders, their implementation could still face opposition, including from businesses and car drivers. To mitigate these risks, MJR is maintaining a participatory implementation approach with a consistent communication plan. Finally, introducing low emission zones is often politically challenging. Consequently, the governance and monitoring mechanisms of the Low Emission District should rely on a broad consensus between stakeholders with distinct vested interests and build support that is strong enough to pass through successive governments.

Table 10: Summary Risk Ratings

Risk Categories	Rating
1. Political and Governance	Moderate
2. Macroeconomic	Moderate
3. Sector Strategies and Policies	Low
4. Technical Design of Project or Program	Low
5. Institutional Capacity for Implementation and Sustainability	Moderate
6. Fiduciary	Moderate
7. Environment and Social	Moderate
8. Stakeholders	Substantial
9. Other	Low
Overall	Moderate

ANNEX 1: POLICY AND RESULTS MATRIX

Prior actions		Results		
Prior Actions under DPL 1	**Prior Action under DPL 2**	**Indicator Name**	**Baseline**	**Target**
Pillar 1-- Strengthening fiscal management to improve medium-term fiscal sustainability				
Prior Action 1: The Borrower has enacted legislation to improve fiscal sustainability by: (i) joining the federal government's plan for the fiscal recovery of subnational entities (*Plano de Promoção do Equilíbrio Fiscal*), and committing to reduce current savings and improve liquidity; and (ii) adopting a new fiscal framework with revenue and expenditure adjustment measures that are triggered in case of fiscal distress, as evidenced by (i) Complementary Law (*Lei Complementar*) No. 235, dated November 3,2021, published in the Borrower's official Gazette on November 4 2021, and (ii) an official letter from the Mayor (*Ofício GBP*) No. 406, dated December 14, 2021 with the attached Borrower's *Plano de Promoção do Equilíbrio Fiscal*.		**Results Indicator 1:** Current savings (current spending as percentage of current revenues - CAPAG indicator) **Results Indicator 2**: Liquidity (Financial Obligations from Non-Earmarked Resources as percentage of gross cash balance, CAPAG indicator)	100 (2020) -188 (2020)	Less than 95 (2024) Less than 100 (2024)
	Prior Action 1: To improve its fiscal accountability and increase the transparency, effectiveness, and efficiency of its policies and programs, the Borrower has adopted the IA-CM to strengthen the internal audit capacities of the CGM, as evidenced by Ordinance No. CGM-RIO 9, dated July 6, 2023, published in the Borrower's Official Gazette on July 7, 2023, that approved the Statute of CGM´s internal audit unit.	**Results Indicator 3:** Percentage increase in the number of essential activities implementation of the IA-CM level 2 (%)	38 (2022)	80 (2024)

Prior actions		Results		
Prior Action 2: The Borrower has enacted legislation and decrees to mobilize tax revenues and improve its business environment by: (i) allowing taxpayers to regularize ISS (Tax on Services) debts wrongfully paid to other municipalities via debt write-offs (program popularly known as *De Volta para Casa*); (ii) improving its settlement mechanism for tax administrative disputes between the tax authority and the tax debtors (*transação tributária*); (iii) simplifying ISS withholding rules; and (iv) revoking certain ISS exemptions, as evidenced by (i) Chapters I and V of Title I, Chapter I of Title II, and Title III of Law No. 7,000, dated June 23rd, 2021, published in the Borrower's official Gazette on July 26, 2021, and regulated by Decree No. 50032, dated December 16, 2021, published in the Borrower's official Gazette on December 17, 2021, and (ii) Decree No. 50039, dated December 20, 2021, published in the Borrower's official Gazette on December 21, 2021.		**Results Indicator 4:** ISS revenue (Millions of 2021 Real)	6,482 (2020)	6,689 (2024)
	Prior Action 2: To promote the development of a low carbon economy, the Borrower has provided fiscal incentives to taxpayers and to business activities related to the carbon credit market, as evidenced by Law No. 7,907, dated June 12, 2023, published in the Borrower's official Gazette on June 13, 2023.	**Results Indicator 5**: Number of carbon credits generated in Rio de Janeiro (Tons)	0 (2020)	600,000 (2024)
Prior Action 3: The Borrower has enacted legislation to reduce the public pension deficit by: (i) increasing the contribution rate to civil servants (active and inactive ones, pensioners, and beneficiaries of the special pension) from 11 percent to 14 percent; and (ii) establishing a contribution-based complementary pension scheme for civil servants from the executive and legislative branches of the government, as well as from the Audit Office (*Tribunal de Contas*), which would reduce medium term public pension liabilities, as evidenced by (i) Article 6, Paragraph 1 of Law No. 6,852, dated April 14th,2021, published in the Borrower's official Gazette on April 15th, 2021; and (ii) Law No. 6,982 dated June 29th, 2021, published in the	**Prior Action 3:** To enable streamlined operations and more efficient auditing of the municipal public pension granting system, the Borrower has unified the record management, processing, granting, and revision of municipal public pension benefits, as evidenced by (a) Decree No. 51,107, dated July 12h, 2022, published in the Borrower's Official Gazette on July 13, 2022; (b) Ordinance PREVI-Rio No. 1,045 dated August 15, 2022, published in the Borrower's Official Gazette on August 15, 2022; (c) Ordinance PREVI-Rio No. 1,051, dated February 16, 2023, published in the Borrower's Official Gazette on February 23, 2023; and (d) and Ordinance PREVI-Rio	**Results Indicator 6:** Pension Contributions in real terms (Millions of 2021 Real)	4,241 (2020)	4,676 (2024)

Prior actions		Results		
Borrower's official Gazette on June 30th, 2021, and regulated by Decree No. 49370, dated September 1st 2021, published in the Borrower's official Gazette on September 2nd, 2021.	No. 1,053, dated April, 28 2023, published in the Borrower's Official Gazette on May 2, 2023.			
Pillar 2--- Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development				
Prior Action 4: The Borrower has enacted legislation to improve service efficiency and safety of the BRT system, thereby reducing modal shift to high-emission private vehicles by: (i) separating the system's fare collection management from the bus operation, thereby facilitating the digitalization of the electronic ticketing system and intermodal integration, and increasing data transparency; (ii) instituting a gender program to prevent and address sexual harassment in its public transport system, as evidenced by (i) Law No. 6,848, dated March 25, 2021, published in the Borrower's official Gazette on March 26 2021; (ii) Decree No. 48580, dated March 5, 2021, published in the Borrower's official Gazette on March 8th 2021, (iii) Law No. 6,938, dated June 14 2021, published in the Borrower's official Gazette on June 16th 2021, whereas the two latter are regulated by the joint Resolutions No. 52, 53, and 54, dated December 29, 2021, published in the Borrower's official Gazette on December 30, 2021.	**Prior Action 4:** To foster a more competitive and low-carbon bus sector, the Borrower has taken action to separate bus operation from fleet provision in the BRT system and provide a performance-based remuneration model, as evidenced by (a) Decree No. 116, dated March 30, 2023, published in the Borrower's Official Gazette on March 31, 2023; and (b) Notice of Bidding SMTR No. 01/2023, dated March 31, 2023, published in the Borrower's Official Gazette on April 4, 2023. **Prior Action 5:** To increase public transport access and affordability to the lower-income population, the Borrower has (i) expanded the ticket integration of different public transport modes under a single municipal ticket; and (ii) regulated the complementary transportation service in informal settlements to establish quality and safety standards as well as capped tariffs and new validators allowing for digital payments and data-based tariff policy integration, as evidenced by (a) Decree No. 52,134, dated March 9, 2023, published in the Borrower's Official Gazette on March 10, 2023; (b) Decree No. 52,237, dated March 28, 2023, published in the Borrower's Official Gazette on March 29, 2023; and (c) Decree No. 52,095, dated March 3, 2023, published in the Borrower's official Gazette on March 6, 2023.	**Results Indicator 7:** Ridership in the BRT system (Number of passengers) **Results Indicator 8:** Percentage of sexual harassment complaints in the transport system submitted to the new tracking and response system that are addressed and responded (%)	60.4 million (2021) NA (2020)	80 million[99] (2024) 75 (2024)
	Prior Action 6: To enable female survivors of domestic violence to access the referral services of the Rede	**Results Indicator 9:** services provided by the	2,346	8,200

[99] Excluding the *Transbrasil* line, to be inaugurated in December 2023. RI 7 target revised from an increase in 40 percent to an increase in 33 percent in BRT ridership to reflect the slight delay in the BRT operation bidding process.

Prior actions		Results		
	Especializada para Combate à Violência Doméstica contra Mulheres (Specialized Network for Combating Violence Against Women in the Municipality), the Borrower has strengthened the "Cartão Move Mulher" (Move Women Card) program, as evidenced by Law No. 7,430, dated June 23, 2022, published in the Borrower's Official Gazette on June 24, 2022.	Specialized Network for Combating Violence Against Women[100]	(2021)	(2024)
Prior Action 5: The Borrower has enacted regulations that incentivize the use of active mobility rather than high-emission vehicles, thereby reducing transport related greenhouse gas emissions by: (i) expanding its Mobility System by Bicycles, which includes earmarking public land to increase the number of cycleways connecting to neighborhood centers, key public facilities, and structural transport stations; and (ii) establishing the program On the Way to School 2.0 (*A Caminho da Escola 2.0)*, to improve the walking and cycling safety conditions in the surroundings of schools, as evidenced by (i) Decree No. 49461, September 21, 2021, published in the Borrower's official Gazette on September 22, 2021; and (ii) joint Ordinance SMTR/CET-RIO No. 1, dated January 26, 2022, published in Borrower's official Gazette on January 27, 2022.	**Prior Action 7:** To expand low-carbon mobility in the MRJ and connect the city's low-income areas, the Borrower has (i) regulated the Cycling Network and adopted the Municipal Cycleway Plan that establishes requirements, responsibilities, and an accountability framework to expand and consolidate its implementation, and (ii) established the Road Safety Plan, with targets for reducing traffic fatalities, requirements for speed reduction and physical interventions, and the creation of a Permanent Committee on Road Safety, as evidenced by (a) Municipal Decree No. 52,132, dated March 9, 2023, published in Borrower's Official Gazette on March 9, 2023; and (b) Municipal Decree No. 52,554, dated May 22, 2023, published in the Borrower's Official Gazette on May 23, 2023.	**Results Indicator 10:** High and medium capacity mass transit stations connected with cycleways (%) **Results Indicator 11:** Rate of traffic deaths per 100,000 inhabitants	20 (2020) 9 (Dec 2019)	At least 40 (2024) 8[101] (Dec 2024)
Prior Action 6: The Borrower has enacted legislation to establish a low emission district in the city center that promotes, *inter alia*, low- and zero-emissions mobility, urban afforestation, climate-resilient infrastructure, building energy efficiency, and sustainable solid waste management, as evidenced by Section I of Chapter VI and Annex I of the Complementary Law (*Lei Complementar*) No. 229, dated July 14, 2021, published in the Borrower's official Gazette on July 15, 2021.	**Prior Action 8:** To further strengthen the green transformation of the Low Emission District, the Borrower has established a governance structure across Secretaries and other relevant institutions, enabling the renewal of public space with a focus on e-mobility, low-carbon and climate-resilient infrastructure, urban afforestation, and reduction of vehicle emissions, and a M&E system of GHG emissions., as evidenced by Municipal Decree No.	**Results Indicator 12:** Monthly bicycle trips in the Low Emission District (Rio's Bikesharing Scheme)	65,000 (Sep 2021)	85,000 (Sep 2024)

[100] Provided by the following 8 units in 2024: *2 CEAMs, 1 Abrigo Sigiloso, 2 NEAPs and 3 NEAMs.*

[101] The target required an adjustment in relation to target stated in the May 2023 Road Safety Plan decree because of the new partial Census data published in June 2023. Initial numbers show an unexpected population reduction in Rio de Janeiro for the first time. The baseline will be kept as 9 as it was published, but it is being revised up as the population size was smaller than originally projected. Therefore, the working target for the operation is a reduction of 13 percent of traffic fatalities, which is aligned with international targets.

Prior actions		Results		
	51,047, dated June 28, 2022, published in the Borrower's Official Gazette on June 29, 2022.			
Prior Action 7: The Borrower has issued a decree to, *inter alia*, promote the transition toward electric mobility, incentivize the use of renewable energy and promote energy efficiency, and enhance disaster risk prevention and preparedness by establishing its Sustainable Development and Climate Action Plan, in line with the United Nation's Sustainable Development Goals and the Paris Agreement, as evidenced by Decree No. 48940, dated June 4, 2021, published in the Borrower's official Gazette on June 7, 2021		**Results Indicator 13:** Reduction in GHG emissions (%)	- (2017)	5 (2024)

ANNEX 2: FUND RELATIONS ANNEX

PRESS RELEASE

PR23/280

IMF Executive Board Concludes 2023 Article IV Consultation with Brazil

FOR IMMEDIATE RELEASE

Washington, DC – July 31, 2023: The Executive Board of the International Monetary Fund (IMF) concluded the Article IV consultation[1] with Brazil.

In the first months of 2023, growth was supported by very strong agricultural output, while manufacturing and services were subdued. Slowing private consumption and falling investment point towards further growth moderation in the remainder of the year. Headline inflation has rapidly declined from last year's peak, but core inflation remains elevated, and inflation expectations are above target. Tightening financial conditions have been partially offset by a structural broadening of credit in some sectors.

Growth is projected to moderate from 2.9 percent in 2022 to 2.1 percent in 2023, and then reach staff's estimated potential rate over the medium term. Headline inflation is expected to reach 5.4 percent by end-2023 and converge to target by mid-2025, while core inflation is projected to come down more gradually. The current account is expected to narrow to about 2.3 percent of GDP this year and remain broadly stable over the medium term.

Strong buffers support resilience in the face of prevailing downside risks. On the external front, downside risks include an abrupt global slowdown, a sharp tightening of global financial conditions, and commodity price volatility. On the domestic front, risk mainly stem from renewed fiscal uncertainty and more persistent inflation. More ambitious fiscal consolidation; approval and implementation of the indirect tax reform; and green growth opportunities bring upside risks. Recent progress in the legislative agenda—with the tax reform, new fiscal framework, and the strengthening of the administrative review of tax disputes making strides—sends a positive signal. A sound financial system, adequate FX reserves, large public sector cash buffers, and a flexible exchange rate regime support resilience.

Executive Board Assessment[2]

Executive Directors noted that after a rapid recovery from the pandemic, supported by ample buffers and proactive policies, Brazil's economic activity is converging towards potential levels. Directors noted the downside risks related to the uncertain external environment, but many emphasized that the balance of risks has shifted, with domestic risks now tilted to the upside.

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[1] Under Article IV of the IMF's Articles of Agreement, the IMF holds bilateral discussions with members, usually every year. A staff team visits the country, collects economic and financial information, and discusses with officials the country's economic developments and policies. On return to headquarters, the staff prepares a report, which forms the basis for discussion by the Executive Board.

[2] At the conclusion of the discussion, the Managing Director, as Chairman of the Board, summarizes the views of Executive Directors, and this summary is transmitted to the country's authorities. An explanation of any qualifiers used in summings up can be found here: http://www.IMF.org/external/np/sec/misc/qualifiers.htm.

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Washington, DC 20431
USA

IMF.org

In this context, they encouraged the authorities to continue with their fiscal consolidation and price stabilization efforts, while sustaining their structural reforms agenda to promote a sustainable, inclusive, and green economy.

Directors welcomed the authorities' commitment to improve the fiscal position to maintain debt sustainability and support monetary policy's disinflation effort. They encouraged the authorities to aim for an ambitious fiscal effort to put debt on a clear declining path, supported by an enhanced fiscal framework, a broader tax base, and spending reforms. Directors welcomed the proposed indirect tax reform and plans to reform direct taxes and streamline tax expenditures, noting that additional revenue mobilization will help secure fiscal sustainability and create space for priority spending. Some Directors noted that the Debt Sustainability Assessment might have been overly pessimistic in recent years.

Directors commended the central bank's proactive monetary policy response consistent with the inflation targeting framework. Noting the slow decline in core inflation and still above target inflation expectations, they considered the current monetary stance appropriate and called for continued forward looking and data-dependent monetary policy. Directors also welcomed the recent decision to adopt a continuous inflation target that should improve monetary policy effectiveness and commended improvements to BCB autonomy. They emphasized that a flexible exchange rate regime and adequate FX reserves remain important shock absorbers going forward.

Directors noted that the financial sector remains resilient, with adequately capitalized, profitable, and liquid banks. They welcomed steps to address household debt vulnerabilities and promote financial literacy. Directors commended the successful initiatives on the instant payment system Pix and Open Finance environment, as well as the plans for the Digital Real, while underscoring the importance of being mindful of potential financial stability risks related to digitalization. They also emphasized the need for carefully managing a bigger role for public banks to mitigate risks for fiscal sustainability and monetary policy transmission.

Directors commended the authorities' structural reform priorities focused on raising productivity, reducing informality, and promoting green growth. They emphasized the need for continued efforts to foster innovation, trade integration, and competitiveness, upgrade investment and skills, and promote greater female labor force participation. Continuing efforts to strengthen the effectiveness of the anti-corruption and AML/CFT frameworks is also important. Noting Brazil's prominent role in the international efforts to cope with climate change challenges, Directors welcomed plans to strengthen climate resilience, halt illegal deforestation, and decarbonize the economy.

Table 1. Brazil: Selected Economic Indicators, 2021-28

I. Social and Demographic Indicators

Area (thousands of sq. km.)	8,510	Health	
Agricultural land (percent of land area)	30.2	Physicians per 1000 people (2022)	2.6
		Hospital beds per 1000 people (2022)	2.0
Population		Access to safe water (2021)	84.2
Total (million) (2022)	203.1		
Annual rate of growth (percent, 2022)	0.7	Education	
Density (per sq. km. est., 2022)	23.9	Adult illiteracy rate (2019)	6.4
Unemployment rate (2022)	7.9	Net enrollment rates, percent in:	
		Primary education (2019)	98
Population characteristics (2021)		Secondary education (2019)	85
Life expectancy at birth (years)	77		
Infant mortality (per thousand live births)	11	Poverty rate (in percent, 2021) 1/	29.4
Income distribution (2017)			
Ratio between average income of top 10 percent of earners over bottom 40 percent	12.4	GDP, local currency (2022)	R$9,915 billion
		GDP, dollars (2022)	US$1,920 billion
Gini coefficient (2020)	48.9	GDP per capita (2022)	US$9,455

Main export products: airplanes, metallurgical products, soybeans, automobiles, electronic products, iron ore, coffee, and oil.

II. Economic Indicators

				Proj.				
	2021	2022	2023	2024	2025	2026	2027	2028
				(Percentage change)				
National accounts and prices								
GDP at current prices	16.9	11.4	5.9	7.0	5.5	5.4	5.6	5.6
GDP at constant prices	5.0	2.9	2.1	1.2	1.7	1.9	2.0	2.0
Consumption	3.6	3.7	0.8	0.4	1.1	1.5	1.9	1.9
Investment (GFCF)	16.5	0.9	0.5	0.6	1.2	1.4	1.4	1.4
Consumer prices (IPCA, average)	8.3	9.3	5.1	4.6	3.0	3.0	3.0	3.0
Consumer prices (IPCA, end of period)	10.1	5.8	5.4	3.9	3.0	3.0	3.0	3.0
GDP deflator	11.4	8.3	3.8	5.7	3.7	3.5	3.5	3.5
				(Percent of GDP)				
Gross domestic investment								
Private sector	17.1	15.4	15.1	14.5	14.5	14.4	14.4	14.3
Public sector	2.4	2.7	2.8	3.2	3.2	3.2	3.1	3.1
Gross national savings								
Private sector	19.7	18.4	21.9	20.9	19.7	18.9	18.3	17.7
Public sector	-3.1	-3.2	-6.4	-5.7	-4.5	-3.8	-3.1	-2.6
Public sector finances								
Central government primary balance 2/	-0.4	0.5	-1.3	-0.8	-0.3	0.3	0.9	1.3
NFPS primary balance	0.7	1.3	-1.3	-0.8	-0.3	0.3	0.9	1.3
NFPS cyclically adjusted primary balance (in percent of potential GDP)	0.8	1.0	-1.7	-0.9	-0.3	0.3	0.9	1.3
NFPS overall balance	-4.3	-4.6	-7.9	-7.4	-6.2	-5.4	-4.8	-4.2
Net public sector debt	55.8	57.1	60.1	63.5	66.2	68.3	69.3	70.1
General Government gross debt, Authorities' definition	78.3	72.9	77.1	79.3	81.3	82.7	83.4	83.6
NFPS gross debt	90.7	85.9	89.2	91.2	93.3	94.8	95.6	95.9
Of which: Foreign currency linked	5.1	4.2	4.2	4.2	4.2	4.3	4.3	4.3
Money and credit				(Annual percentage change)				
Base money 3/	2.7	16.6	5.9	7.0	5.5	5.4	5.6	5.6
Broad money 4/	8.7	10.6	6.9	6.7	5.4	5.6	5.5	5.6
Bank loans to the private sector	17.6	14.6	8.0	8.0	8.0	8.0	8.0	8.0
Balance of payments				(Billions of U.S. dollars, unless otherwise specified)				
Trade balance	36.4	44.2	50.1	47.0	47.8	49.0	50.1	50.2
Exports	284.0	340.3	338.5	343.3	349.4	357.4	366.5	379.0
Imports	247.6	296.2	288.4	296.3	301.6	308.4	316.4	328.8
Current account	-46.4	-56.9	-48.0	-56.1	-58.6	-60.0	-61.4	-64.2
Capital account and financial account	50.4	64.4	48.0	56.1	58.6	60.0	61.4	64.2
Foreign direct investment (net inflows)	30.2	60.8	54.2	53.2	52.4	53.3	54.3	55.3
Terms of trade (percentage change)	14.4	-7.1	-6.1	-6.4	-3.5	-1.9	-0.6	-1.1
Merchandise exports (in US$, annual percentage change)	34.8	19.8	-0.5	1.4	1.8	2.3	2.6	3.4
Merchandise imports (in US$, annual percentage change)	38.9	19.6	-2.6	2.7	1.8	2.2	2.6	3.9
Total external debt (in percent of GDP)	40.6	35.5	34.1	33.1	32.9	32.6	32.0	31.1
Memorandum items:								
Output Gap	-0.2	0.9	1.0	0.2	0.0	0.0	0.0	0.0
Current account (in percent of GDP)	-2.8	-3.0	-2.3	-2.5	-2.5	-2.4	-2.4	-2.3
Unemployment rate 5/	13.2	9.3	9.5	9.4	9.4	9.4	9.4	9.4
Gross official reserves	362	325	346	346	346	346	346	346
REER (annual average in percent; appreciation +)	-3.2	12.1	...	...	...	...	...	...

Sources: Central Bank of Brazil, Ministry of Finance, IBGE, IPEA, and Fund staff estimates.
1/ Computed by IBGE using World Bank's threshold for upper-middle income countries (US$5.5/day).
2/ Includes the federal government, the central bank, and the social security system (INSS).
3/ Currency issued, required deposits held at the Central Bank plus other Central Bank liabilities to other depository corporations
4/ Currency outside depository corporations, transferable deposits, other deposits and securities other than shares
5/ Unemployment rate for 2021 and 2022 shows the average of March, June, September, and December.

ANNEX 3: LETTER OF DEVELOPMENT POLICY

PREFEITURA DA CIDADE DO RIO DE JANEIRO
PREFEITURA DA CIDADE DO RIO DE JANEIRO / PCRJ

OFÍCIO Nº GAB-OFI-2023/03365

Rio de Janeiro, 07 de julho de 2023.

Ao Sr. JOHANNES ZUTT
Diretor do Banco Mundial para o Brasil
Região da América Latina e do Caribe
The World Bank
Sces - Trecho 3 - Lote 5 - Polo 8 - sn
Brasília - DF
Cep: 70.200-003

Assunto: PROGRAMAÇÃO ORÇAMENTÁRIA

Senhor Diretor,

O Município do Rio de Janeiro - MRJ expressou na Carta de Políticas Públicas, encaminhada a esse Banco Internacional para Reconstrução e Desenvolvimento - BIRD, em 07/04/2022, por meio do Ofício GBP Nº 47, sua disposição e determinação em implantar um conjunto de medidas de políticas de ajuste fiscal e sustentabilidade econômica e socioambiental.

A parceria estabelecida com o Banco constitui-se pilar de extrema relevância, consolidada com a primeira tranche do Development Policy Loan - DPF já efetivada (Contrato de Empréstimo Nº 9410-BR), e nesse contexto, a continuidade das ações e metas estabelecidas na segunda etapa do Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro amplificará o êxito perseguido no tocante ao equilíbrio das contas públicas, a elevação da capacidade de investimentos e poupança, somada a uma gestão ambiental próspera e sustentável.

Contexto

O município do Rio de Janeiro (MRJ) entrou em dificuldades fiscais antes da pandemia devido ao rápido crescimento dos gastos com pessoal (que cresceu 2,4 por cento ao ano em termos reais entre 2015 e 2019), receitas estagnadas e altos custos do serviço da dívida.

A pandemia do COVID-19 afetou as finanças públicas do Rio, prejudicando ainda mais a capacidade do município de promover investimentos em favor de seus objetivos ambientais, sociais e econômicos, incluindo desenvolvimento urbano de baixo carbono, resiliente e inclusivo. Os investimentos caíram de um pico de R$ 5,2 bilhões em 2015 para apenas R$ 746 milhões em 2019.

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SIGA

PREFEITURA DA CIDADE DO RIO DE JANEIRO
PREFEITURA DA CIDADE DO RIO DE JANEIRO / PCRJ

A perda de emprego e produção impactou diretamente a arrecadação de impostos, com ênfase no ISS - principal tributo municipal. As medidas de distanciamento impostas pela Pandemia da Covid-19 impactaram diretamente a arrecadação desse tributo a partir de março 2020. Diante desse quadro de dificuldades, acentuado pela pandemia, o MRJ encerrou o exercício de 2020 com o resultado de caixa negativo em R$ 4,1 bilhões nessa fonte de recursos. A disponibilidade de caixa e dos restos a pagar do Poder Executivo (valores referentes após a inscrição de RPN) resultaram em uma insuficiência de R$ 5,5 bilhões em 2020.

Diante da crise fiscal, econômica e sanitária, em que se encontrava o Município do Rio de Janeiro, a atual gestão, iniciada em 2021, iniciou um programa de ajuste fiscal que possibilitasse soluções que respondessem às demandas da sociedade relativas à geração de emprego, atração de investimentos e melhoria de indicadores sociais, além da promoção de investimentos em favor de seus objetivos ambientais

O MRJ, como parte desses esforços, aderiu ao Plano de Promoção do Equilíbrio Fiscal (PEF), no âmbito da Lei Complementar Nº 178, de 13/01/2021, que previa o estabelecimento de metas e compromissos a serem pactuados, com vistas ao alcance de melhoria nas respectivas capacidades de pagamento.

Paralelamente ao desenvolvimento do PEF do Município, foi desenhado o Programa de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro (DPF), em parceria com o BIRD, destinado a apoiar o Município do Rio de Janeiro em: (i) fortalecer a gestão fiscal para melhorar a sustentabilidade fiscal de médio prazo; e (ii) acelerar a transição para um desenvolvimento urbano de baixo carbono, resiliente ao clima e inclusivo, tendo como pano de fundo o impacto da COVID-19 e os esforços do governo para alcançar a Agenda dos Objetivos de Desenvolvimento Sustentável de 2030.

Como resultado das reformas apoiadas pelo primeiro DPF e o PEF, o balanço fiscal do Rio já melhorou significativamente em 2021 e 2022, assim como as dívidas foram integralmente pagas. O Rio melhorou sua classificação de crédito de acordo com a metodologia da Secretaria do Tesouro Nacional (CAPAG), passando de C em 2020 para B em 2022. A maioria das medidas fiscais implementadas em 2021 tem efeitos fiscais de médio prazo e continuará a beneficiar a consolidação fiscal do município entre 2023 e 2026.

Em paralelo, é importante ressaltar que o Rio de Janeiro tem um histórico de ser um importante centro de governança climática global, tendo sediado a Rio 92 até a recente presidência do C40, e por ser a primeira cidade da América Latina a possuir um inventário de emissões de gases de efeito estufa (GEE). Ainda assim, tem uma importante contribuição para a pegada de carbono do Brasil. Como a segunda cidade mais populosa do Brasil, o setor de transporte do Rio é a principal fonte de emissões da cidade, com 42% de suas emissões totais, tornando-o central para a agenda de mitigação climática do Rio. No entanto, a sustentabilidade do sistema de transporte do Rio foi desafiada por uma rede de transporte público deficiente, impedindo o investimento em veículos verdes de transporte público e contribuindo para uma perda constante de passageiros desde 2015, especialmente entre mulheres e famílias de baixa renda. Por fim, o Rio de Janeiro também enfrenta desafios de adaptação ligados à sua geografia, o que o torna suscetível a desastres relacionados ao clima, como chuvas severas e inundações. As políticas apoiadas no primeiro DPF da série programática já trazem resultados, com o fortalecimento do transporte público e ativo e aumento do número de passageiros no sistema de BRT de 60 para 72 milhões por ano entre 2021 e 2022, assim como o início da implementação do Plano de Desenvolvimento Sustentável e Ação

Climática, reconhecido recentemente na Cúpula para um Novo Pacto Financeiro Mundial, e do Distrito de Baixa Emissão.

Nesse contexto, o Plano de Promoção do Equilíbrio Fiscal e o DPF Programático se complementam e se reforçam para dar sustentabilidade à recuperação e desenvolvimento do MRJ.

O apoio do Banco - *Development Policy Financing* (DPF 2)

Considerando que em "DPFs Programáticos" cada operação subsequente se baseia na anterior, o apoio do Banco Mundial ao MRJ no DPF2, também será voltado para o fortalecimento da gestão fiscal com foco na melhoria da sustentabilidade fiscal de médio prazo, e para políticas para acelerar a transição para um desenvolvimento urbano de baixo carbono, resiliente ao clima e inclusivo. O consequente aumento do saldo financeiro do município, que já está sendo observado após as primeiras reformas no DPF1, permitirá que a cidade abra espaço para criar incentivos fiscais para estimular os investimentos em adaptação e mitigação do clima apoiados na segunda operação.

Área Fiscal:A adesão do MRJ ao PEF, que exige o cumprimento de metas fiscais anuais, está em estrita consonância com o propósito do DPF que também apoia reformas na área fiscal, previdenciária e tributária nesta segunda operação.

1 - Fortalecimento da contabilidade do setor público e capacidades de auditoria interna. Nessa segunda etapa propõe-se a adoção das normas internacionais de contabilidade do setor público (IPSAS), evidenciado pelo relatório de auditoria das contas de 2021 do Tribunal de Contas do Município emitido em 2022, e de modelo para fortalecimento das capacidades de auditoria interna da Controladoria-Geral do Município (CGM), melhorando a qualidade, consistência e transparência dos relatórios financeiros do Município do Rio de Janeiro, como evidenciado pelo novo Estatuto da Auditoria Geral, publicado no D. O. Rio, em 07 de julho de 2023, por meio da Portaria "N" CGM-Rio nº 9, de 06 de julho de 2023 e portaria CGM nº 3 de março de 2023.

2 - Incentivos fiscais para o mercado de créditos de carbono. Outro objetivo a ser perseguido refere-se à Lei nº 7.907 de 12 de junho de 2023 para promover o desenvolvimento de uma economia de baixo carbono, com incentivos fiscais aos contribuintes e às atividades empresariais relacionadas ao mercado de créditos de carbono, que objetivam impulsionar investimentos para mitigar os efeitos da mudança climática e uma economia verde.

3 - Centralização da gestão previdenciária. Com relação à área previdenciária, o Decreto Rio nº 51.107 de 12 de julho de 2022, regulado pela Portaria Previ-Rio nº 1045 de 14 de agosto de 2022, e complementado pelas Portarias Previ-Rio nº 1.049, 1051 e 1053, de 26 de dezembro de 2022, 16 de fevereiro de 2023 e 28 de abril de 2023, respectivamente, aprovam a unificação do sistema de gestão de registros, processamento, concessão e revisão de benefícios de pensão pública dentro do âmbito municipal, permitindo assim uma auditoria mais eficiente do sistema de previdência no município.

Desenvolvimento Urbano Sustentável e Inclusivo: Em termos de sustentabilidade ambiental, as políticas públicas municipais finalísticas selecionadas para comporem a Tranche da segunda operação de crédito estão associadas ao desenvolvimento urbano de baixo carbono, resiliente ao clima e inclusivo.

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4 - Novo modelo de governança e operacional do sistema BRT. As medidas propostas no DPF2 para o setor têm como objetivo reduzir as emissões de CO2 e a poluição do ar ao atrair mais passageiros para o sistema, com foco na promoção de um setor de transporte mais competitivo e de baixo carbono, por meio da separação da operação dos ônibus do fornecimento da frota para o sistema BRT, e do novo modelo de governança, que considera a remuneração baseada em desempenho. Envolve também a adoção de medidas que consolidam a transformação do modelo financeiro e operacional do BRT para promover a qualidade e a consistência do Sistema de Transporte Público por Ônibus, visando uma rede de mobilidade mais segura, eficiente, resiliente e inclusiva, bem como a requalificação da gestão e regulação do sistema. Essas políticas são evidenciadas pelo Acordo Judicial nº 0045547-94.2019.9.19.0001 de 25 de maio de 2022 entre a Prefeitura da Cidade do Rio de Janeiro, o Ministério Público do Estado do Rio de Janeiro e os operadores, o Decreto Rio "P" nº 116 de 30 de março de 2023 e o Aviso de Licitação SMTR nº 01/2023 de 31 de março de 2023 da nova operação do BRT.

5 - Expansão do acesso ao transporte público. Complementado as ações acima que fortalecem o sistema de transporte de massa, o MJR também aumentou o acesso ao transporte público para populações de mais baixa renda ao expandir a integração tarifária, permitindo até três transferências entre diferentes modos de transporte com o sistema BRT com apenas uma tarifa e aumentando o tempo para as transferências. São políticas evidenciadas pelos Decretos Rio nº 52.134 de 9 de março de 2023 e nº 52.237 de 28 de março de 2023. Além disso, por meio do Decreto Rio nº 52.095 de 3 de março de 2023, o MRJ criou novo código disciplinar para transporte complementar conhecido como "cabritinho", que serve 56 comunidades de baixa renda do Rio.

6 - Cartão Move Mulher. Reforçando uma ampla agenda de prevenção e combate à violência contra a mulher, o MRJ tornou o "Cartão Move Mulher", que oferece transporte público gratuito para mulheres sobreviventes de violência doméstica para que acessem os serviços da rede especializada de combate à violência contra a mulher, uma política de Estado por meio da Lei nº 7.430 de 23 de junho de 2022.

7 - Incentivos à Mobilidade Ativa e à Segurança Viária. Ainda no setor de transporte, o apoio do Banco abrange o Plano de Extensão da Rede Cicloviária do Rio de Janeiro, através do Decreto Rio nº 52.132 de 9 de março de 2023, de forma a estimular cada vez mais o uso deste meio de locomoção, interligar toda a cidade e facilitar a conexão aos centros de bairros, grandes equipamentos urbanos e, sobretudo, à rede de transportes. De forma complementar, o Banco apoia também o Plano de Segurança Viária, por meio do Decreto Rio nº 52.554 de 22 de maio de 2023, para orientar ações coordenadas da gestão municipal e, até o fim de 2024, reduzir em 20 por cento a taxa de mortes no trânsito a cada 100 mil habitantes, em relação a 2019, que tem alta incidência em pedestres e ciclistas.

8 - Distrito de Baixa Emissão. Outro tema de grande relevância, refere-se à implantação da primeira fase do Distrito de Baixa Emissão (DBE) no MRJ, envolvendo a requalificação de logradouros na área do DBE no Centro do Rio, com soluções sustentáveis para a redução de emissões de gases de efeito estufa e resiliência às mudanças climáticas, perpassando o monitoramento de gases de efeito estufa, monitoramento da qualidade do ar, aumento da malha cicloviária, incremento da infraestrutura verde e plano de mobilidade limpa. O Decreto Rio nº

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PREFEITURA DA CIDADE DO RIO DE JANEIRO
PREFEITURA DA CIDADE DO RIO DE JANEIRO / PCRJ

51.047 de 28 de junho de 2022, apoiado nesta operação, regulamenta a Lei Complementar nº 229 de 14 de julho de 2021, com o objetivo de implementar ações para redução de emissões de Gases de Efeito Estufa - GEE na Cidade do Rio de Janeiro, alinhando-a às metas assumidas na 21ª Conferência do Clima - COP e no Acordo de Paris.

Neste contexto, o apoio financeiro do Banco Mundial para implantação do "Projeto de Gestão Fiscal e Desenvolvimento Sustentável do Rio de Janeiro" (DPF2), no valor de US$ 135.238.245, tem particular relevância na estratégia de financiamento da Prefeitura, razão pela qual agradecemos antecipadamente por sua colaboração no sentido da dar prosseguimento às gestões internas no Banco Mundial, visando à aprovação da segunda operação de crédito, que, associada ao Plano de Promoção do Equilíbrio Fiscal, continuará contribuindo para a construção de uma trajetória de reequilíbrio das contas públicas municipais e para acelerar a transição para um desenvolvimento urbano de baixo carbono, resiliente ao clima e inclusivo.

Decerto, esta Gestão entende a necessidade da adesão a novas ações estruturantes para o crescimento socioeconômico e ambiental do Município. É nosso compromisso, portanto, implementar medidas de políticas complementares à sustentabilidade fiscal e à transformação da cidade, direcionadas ao desenvolvimento urbano de baixo carbono e mais inclusivo, por meio de uma mobilidade mais sustentável e de estratégias para mitigação de impactos e adaptação às mudanças climáticas.

Ao agradecer ao Banco Mundial por seu contínuo apoio, aproveito esta oportunidade para expressar minha consideração e estima.

EDUARDO DA COSTA PAES
PREFEITO
Matrícula: 1608058
PCRJ

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[Unofficial translation] LETTER OF DEVELOPMENT POLICY

To Mr. JOHANNES ZUTT
Director-Brazil
Latin American and the Caribbean
The World Bank

Subject: Budget Programming

Dear Director,

The Municipality of Rio de Janeiro - MRJ expressed in the Letter of Development Policy, forwarded to the International Bank for Reconstruction and Development - IBRD, through Official Letter GBP No. 47 dated April 7, 2022, its willingness and determination to implement a set of fiscal adjustment and economic and socio-environmental sustainability policies.

The partnership established with the Bank constitutes a pillar of utmost relevance, consolidated with the first tranche of the Development Policy Loan - DPL already implemented (Loan Agreement No. 9410-BR). In this context, the continuity of actions and goals established in the second stage of the Rio de Janeiro Sustainable Adjustment and Development Project will amplify the pursued success regarding the balance of public accounts, the increase in investment and savings capacity, combined with prosperous and sustainable environmental management.

Context:
The municipality of Rio de Janeiro (MRJ) faced fiscal difficulties prior to the pandemic due to the rapid growth of personnel expenses (which increased by 2.4 percent per year in real terms between 2015 and 2019), stagnant revenues, and high debt service costs.
The COVID-19 pandemic further affected Rio's public finances, exacerbating the municipality's ability to promote investments in line with its environmental, social, and economic objectives, including low-carbon, resilient, and inclusive urban development. Investments declined from a peak of BRL 5.2 billion in 2015 to only BRL 746 million in 2019.
The loss of jobs and production directly impacted tax revenue, with a particular emphasis on the ISS (Municipal Service Tax), the main municipal tax. The distancing measures imposed by the COVID-19 pandemic directly affected the collection of this tax starting from March 2020. Faced with this difficult situation, further exacerbated by the pandemic, MRJ ended the year 2020 with a negative cash result of R$ 4.1 billion from this revenue source. The cash availability and the outstanding payables of the Executive Branch (values referred to as RPN inscription) resulted in a shortfall of R$ 5.5 billion in 2020.

Given the fiscal, economic, and health crisis in which the Municipality of Rio de Janeiro found itself, the current administration, which began in 2021, initiated a fiscal adjustment program that aimed to provide solutions that would address society's demands regarding job creation, attracting investments, improving social indicators, and promoting investments in line with its environmental objectives.

As part of these efforts, MRJ joined the Fiscal Equilibrium Promotion Plan (PEF), under Supplementary Law No. 178 of January 13, 2021, which envisioned the establishment of goals and commitments to be agreed upon, aiming to improve its respective payment capacities.

Parallel to the development of the PEF, the Rio de Janeiro Sustainable Adjustment and Development Program (DPF) was designed in partnership with the IBRD to support the Municipality of Rio de Janeiro in: (i) strengthening fiscal management to improve medium-term fiscal sustainability, and (ii) accelerating the transition to low-carbon, climate-resilient, and inclusive urban development, taking into account the impact of COVID-19 and the government's efforts to achieve the 2030 Agenda for Sustainable Development Goals. As a result of the reforms supported by the first DPF and the PEF, Rio's fiscal balance has significantly improved in 2021 and 2022, and debts have been fully paid. Rio has improved its credit rating according to the methodology of the National Treasury Secretariat (CAPAG), moving from a C rating in 2020 to a B rating in 2022. Most fiscal measures implemented in 2021 have medium-term fiscal effects and will continue to benefit the fiscal consolidation of the municipality between 2023 and 2026.

Additionally, it is important to highlight that Rio de Janeiro has a history of being an important center of global climate governance, having hosted the Rio 92 summit and more recently held the presidency of C40, as well as being the first city in Latin America to have a greenhouse gas emissions inventory. Nevertheless, the city contributes significantly to Brazil's carbon footprint. As the second most populous city in Brazil, Rio's transportation sector is the city's main source of emissions, accounting for 42% of its total emissions, making it central to Rio's climate mitigation agenda. However, the sustainability of Rio's transportation system has been challenged by a deficient public transportation network, hindering investment in green public transportation vehicles and contributing to a steady decline in ridership since 2015, especially among women and low-income families. Furthermore, Rio de Janeiro also faces adaptation challenges related to its geography, making it susceptible to climate-related disasters such as heavy rains and floods. The policies supported by the first DPF of the programmatic series are already yielding results, with the strengthening of public and active transportation and an increase in the number of passengers in the BRT system from 60 to 72 million per year between 2021 and 2022, as well as the initiation of the implementation of the Sustainable Development and Climate Action Plan, recently recognized at the Summit for a New Global Financial Pact, and the Low-Emission District.

In this context, the Fiscal Equilibrium Promotion Plan and the Programmatic DPF complement and reinforce each other to provide sustainability to the recovery and development of MRJ.

The support from the World Bank - Development Policy Financing (DPF 2)

Considering that in "Programmatic DPFs" each subsequent operation builds upon the previous one, the World Bank's support to MRJ in DPF 2 will also be focused on strengthening fiscal management with a focus on improving medium-term fiscal sustainability and implementing policies to accelerate the transition to low-carbon, climate-resilient, and inclusive urban development. The resulting increase in the municipality's financial balance, which is already being observed after the initial reforms in DPF 1, will allow the city to create fiscal incentives to stimulate investments in climate adaptation and mitigation supported by the second operation.

Fiscal Area: MRJ's adherence to the PEF, which requires the fulfillment of annual fiscal targets, is in strict alignment with the purpose of the DPF, which also supports reforms in the fiscal, pension, and tax areas in this second operation.

1. **Strengthening public sector accounting and internal audit capabilities.** In this second phase, the adoption of International Public Sector Accounting Standards (IPSAS) is proposed, as evidenced by the audit report of the municipality's accounts for 2021 by the Municipal Court of Auditors issued in 2022. Additionally, a model for strengthening the internal audit capabilities of the Municipality's Office of the Comptroller-General (CGM) is being implemented, aiming to improve the quality, consistency, and transparency of the municipality's financial reports. This is further exemplified by the new General Audit Statute, published in the Official Gazette of Rio on July 7, 2023, through CGM-Rio Ordinance "N" No. 9, dated July 6, 2023, and CGM Ordinance No. 3, dated March 2023.

2. **Fiscal incentives for the carbon credit market:** Another objective pursued is the promotion of a low-carbon economy through Law No. 7,907, enacted on June 12, 2023. This law provides fiscal incentives to taxpayers and business activities related to the carbon credit market, aiming to drive investments in mitigating the effects of climate change and fostering a green economy.

3. **Centralization of pension management.** In the area of pensions, Decree Rio No. 51,107, issued on July 12, 2022, regulated by PREVI-Rio Ordinance No. 1045, dated August 14, 2022, and complemented by PREVI-Rio Ordinances No. 1,049, 1,051, and 1,053, dated December 26, 2022, February 16, 2023, and April 28, 2023, respectively, approves the unification of the management system for records, processing, granting, and review of public pension benefits within the municipal scope. This allows for a more efficient audit of the pension system in the municipality.

Sustainable and Inclusive Urban Development. In terms of environmental sustainability, the selected municipal public policies included in the tranche of the second credit operation are associated with low-carbon, climate-resilient, and inclusive urban development.

4. **New governance and operational model for the BRT system.** The measures proposed in DPF 2 for the sector aim to reduce CO2 emissions and air pollution by attracting more passengers to the system, with a focus on promoting a more competitive and low-carbon transportation sector. This includes separating the bus operation from the fleet supply for the BRT system and implementing a new governance model that considers performance-based remuneration. It also involves adopting measures to consolidate the transformation of the financial and operational model of the BRT to enhance the quality and consistency of the Bus Public Transportation System. The goal is to create a safer, more efficient, resilient, and inclusive mobility network, as well as requalifying the management and regulation of the system. These policies are evidenced by Judicial Agreement No. 0045547-94.2019.9.19.0001, dated May 25, 2022, between the City of Rio de Janeiro, the Public Prosecutor's Office of the State of Rio de Janeiro, and the operators, as well as Rio "P" Decree No. 116, dated March 30, 2023, and SMTR Tender Notice No. 01/2023, dated March 31, 2023, for the new BRT operation.

5. **Expansion of access to public transportation.** In addition to the actions that strengthen the mass transportation system, MRJ has also increased access to public transportation for lower-income populations by expanding fare integration. This allows up to three transfers between different modes of transportation within the BRT system with only one fare, and extended transfer times. These policies are exemplified by Rio Decrees No. 52,134, dated March 9, 2023, and No. 52,237, dated March 28, 2023. Furthermore, through Rio Decree No. 52,095, dated March 3, 2023, MRJ created a new disciplinary code for complementary transportation known as "cabritinho," which serves 56 low-income communities in Rio.

6. **Move Mulher Card**. Reinforcing a comprehensive agenda for the prevention and combat of violence against women, MRJ has established the "Move Mulher Card," which provides free public transportation for women survivors of domestic violence to access specialized services in the network combating violence against women. This policy has been made into a state law through Law No. 7,430, enacted on June 23, 2022.

7. **Incentives for Active Mobility and Road Safety.** In the transport sector, the Bank's support encompasses the Plan for the Extension of the Bicycle Network of Rio de Janeiro, through Rio Decree No. 52,132, dated March 9, 2023, aiming to further encourage the use of bicycles as a means of transportation, interconnecting the entire city and facilitating access to neighborhood centers, major urban facilities, and, above all, the transport network. Additionally, the Bank supports the Road Safety Plan through Rio Decree No. 52,554, dated May 22, 2023, to guide coordinated actions by the municipal government and, by the end of 2024, reduce the traffic fatality rate by 20 percent per 100,000 inhabitants compared to 2019, with a focus on reducing pedestrian and cyclist fatalities.

8. **Low Emission District.** Another highly relevant topic pertains to the implementation of the first phase of the Low Emission District (DBE) in MRJ, involving the requalification of public spaces in the DBE area in downtown Rio. This initiative focuses on sustainable solutions for reducing greenhouse gas emissions and enhancing resilience to climate change. It includes monitoring greenhouse gas emissions, air quality monitoring, expanding the cycling infrastructure, increasing green infrastructure, and implementing a clean mobility plan. Rio Decree No. 51,047, dated June 28, 2022, supported by this operation, regulates Supplementary Law No. 229, enacted on July 14, 2021, with the aim of implementing actions to reduce greenhouse gas emissions in the City of Rio de Janeiro, aligning it with the commitments made at the 21st Conference of the Parties (COP) and the Paris Agreement.

In this context, the financial support provided by the World Bank for the implementation of the "Rio de Janeiro Fiscal Management and Sustainable Development Project" (DPF2), in the amount of US$ 135,238,245, is of particular importance in the municipality's financing strategy. Therefore, we would like to express our advance gratitude for your collaboration in advancing internal processes at the World Bank, with the aim of approving the second credit operation. This operation, in conjunction with the Fiscal Equilibrium Promotion Plan, will continue to contribute to the construction of a path towards rebalancing the municipal public accounts and accelerating the transition to a low-carbon, climate-resilient, and inclusive urban development.

Undoubtedly, this administration understands the need to embrace new structural actions for the socio-economic and environmental growth of the municipality. It is our commitment to implement complementary policy measures for fiscal sustainability and city transformation, focused on low-carbon and more inclusive urban development through sustainable mobility and strategies for mitigating and adapting to climate change impacts.

As we express our gratitude to the World Bank for its ongoing support, I would like to take this opportunity to convey my consideration and esteem.

Eduardo da Costa Paes
Mayor

ANNEX 4: ENVIRONMENT AND POVERTY/SOCIAL ANALYSIS TABLE

Prior Actions	Significant positive or negative environment effects	Significant poverty, social or distributional effects positive or negative
Operation Pillar 1: Strengthening fiscal management to improve medium-term fiscal sustainability		
Prior Action 1: : To improve its fiscal accountability and increase the transparency, effectiveness, and efficiency of its policies and programs, the Borrower has adopted the IA-CM to strengthen the internal audit capacities of the CGM.	PA1 is expected to have nor adverse impact on the environment, neither positive impact.	PA1 is expected to have no negative impact on poverty. It is expected to increase transparency and accountability, benefiting citizens in general. Indirect positive impacts on poverty may occur if the created fiscal space leads to investments in public services (such as education and health).
Prior Action 2: To promote the development of a low carbon economy, the Borrower has provided fiscal incentives to taxpayers and to business activities related to the carbon credit market	PA2 is expected to have no adverse impacts on the environment. PA2 is otherwise expected to generate positive impacts to the environment promoting the carbon emissions offsets in the economy.	The development of a low-carbon economy is expected to create new opportunities for skilled workers city and expand the local economy, with indirect positive impacts on distinct income groups. The incentive to purchase carbon credits by ISS taxpayers is expected to have small to null effects on prices, and hence on the purchasing power and poverty of MRJ residents. The impacts on poverty are expected to be minimal.
Prior Action 3: To enable streamlined operations and more efficient auditing of the municipal public pension granting system, the Borrower has unified the record management, processing, granting, and revision of municipal public pension benefits.	PA3 is expected to have nor adverse impact on the environment, neither positive impact.	PA1 is expected to have no direct negative impact on poverty. Indirect positive impacts on poverty may occur if the pension system savings lead to investments in public services (such as education and health).
Operation Pillar 2: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development		
Prior Action 4: To foster a more competitive and low-carbon bus sector, the Borrower has taken action to separate bus operation from fleet provision in the BRT system and provide a performance-based remuneration model.	PA4 is expected to have no adverse impacts on the environment. PA4 otherwise has potentially positive environmental impacts with the reduction of air pollution and CO_2 emission rates. The BRT revamping should attract users, especially women. It is hoped that the improved service will promote a modal shift with environmental benefits, reducing emissions.	Positive social impacts are expected, as well as indirect positive effects on income due to better connectivity. The increased operational efficiency through, say, a reduction in headway times can particularly benefit the low-income population. The poor in Rio are more dependent on public transportation, since only 17 percent of them have a car at their households and only 5 percent have a motorcycle (POF[102] 2017/18), compared to 40 percent and 5 percent of the non-poor respectively. This action could thus

[102] POF - Consumer Expenditure Survey (*Pesquisa de Orçamentos Familiares).*

		improve the mobility of low-income population and consequently allow them to reach jobs and basic public services (schools, hospitals, other health facilities, etc.) in a less costly way.
Prior Action 5: To increase public transport access and affordability to the lower-income population, the Borrower has (i) expanded the ticket integration of different public transport modes under a single municipal ticket; and (ii) regulated the complementary transportation service in informal settlements to establish quality and safety standards as well as capped tariffs and new validators allowing for digital payments and data-based tariff policy integration.	PA5 is expected to have no adverse impacts on the environment. PA05 supports low-carbon option of public transportation in the "favelas" (low-income communities), which is expected to generate positive environmental impacts and more efficient use of energy resources.	The positive poverty and social effects expected from PA4 will be enhanced under PA5, which will improve the access of the most disadvantaged and vulnerable dwellers of irregular settlements (favelas) to public transport at lower costs (due to tariff integration) and with enhanced safety. This action could also directly improve the mobility of low-income population as the unique fare for three transportation modalities equate to a significant in-kind transfer to public transportation riders. This enhanced and cheaper connectivity will allow them to reach jobs and basic public services (schools, hospitals, other health facilities, etc.) in a less costly way.
Prior Action 6: To enable female survivors of domestic violence to access the referral services of the Rede Especializada para Combate à Violência Doméstica contra Mulheres (Specialized Network for Combating Violence Against Women in the Municipality), the Borrower has strengthened the "Cartão Move Mulher" (Move Women Card) program. .	PA6 is expected to have no adverse impacts on the environment. PA6 supports a dedicated system of low-carbon choice of public transportation for women victims of domestic violence, which it is also expected to generate only positive environmental impacts and social co-benefits.	This PA is expected to have significant and positive impacts for low-income women that survived episodes of domestic violence, by enhancing their access to survivor's referral services provided by the Municipality and, consequently, breaking the progressive cycle that starts with verbal aggression, humiliation and embarrassment, and can evolve into physical aggression and femicide. This PA will also contribute to the Municipality's Plan for Sustainable Development (PDS) – the city's major reference for mitigation and adaptation to climate change. Cooperation and Peace is one of the six axis of this Plan and the reduction of violence is one of the key strategies under this axis, which includes the goals of reducing the homicide rates of women and increasing the capacity to assist women in situations of domestic and family violence in units of the municipal network.
Prior Action 7. To expand low-carbon mobility in the MRJ and connect the city's low-income areas, the Borrower has (i) regulated the Cycling Network and adopted the Municipal Cycleway Plan that establishes requirements, responsibilities, and an accountability framework to expand and consolidate its	PA7 is expected to have no adverse impacts on the environment. PA7 has a potential positive environmental impact by shifting from CO_2 emitting to zero emissions modes of urban mobility (NMT). Improved sustainable development sector governance and enforcement of zero emission	This PA is expected to have positive social effects for low-income men and, particularly, women and children who are more likely to travel on foot and are expected to be more encouraged to choose cycling as conditions of safety in bicycle lanes are improved. The59 historical records of traffic accidents and fatalities in the city of Rio de Janeiro

implementation, and (ii) established the Road Safety Plan, with targets for reducing traffic fatalities, requirements for speed reduction and physical interventions, and the creation of a Permanent Committee on Road Safety.	provisions is expected to provide incentives for climate change mitigation, creating a more dynamic sector.	shows that speed reduction and enforcement have contributed to a significant decline in mortality rates since the peak in 2007 when the rate was 15 deaths per 100,000 inhabitants, but the decrease in the number of accidents has been slow, failing to meet global safety targets.[103] It also shows that pedestrians (among which people with lower incomes are overrepresented) and cyclists are particularly vulnerable, accounting for 48 percent of all recorded accidents between 2018 and 2021. The economic costs related to injury and loss of life from traffic crashes include money needed to treat injuries, loss of hours worked, vehicle repair costs, insurance or third-party costs, and costs caused by increased congestion when a crash occurs. Indeed, simulations suggest that halving road crash deaths and injuries could generate additional flows of income, with increases in GDP per capita over 24 years as large as 7.1 percent in Tanzania, 7.2 percent in the Philippines, 14 percent in India, 15 percent in China, and 22.2 percent in Thailand.[104] Therefore, the road, walking and cycling safety improvements and the expanded use of bicycle lanes supported under this Prior Action are expected to save lives, reduce the severity of crash injuries and bring substantial economic benefits – of which, as suggested by analysis in other Latin American cities suggest, health benefits would account for 60 percent.[105]
Prior Action 8: To further strengthen the green transformation of the Low Emission District, the Borrower has established a governance structure across Secretaries and other relevant institutions, enabling the renewal of public space with a focus on e-mobility, low-carbon and climate-resilient infrastructure, urban afforestation, and reduction of vehicle emissions, and a M&E system of GHG emissions.	PA8 is expected to have no adverse impacts on the environment. PA8 is likely to have significant positive effects on the environment, on urban air quality and huge climate benefits, but to the success of this PA, the governance arrangements and monitoring mechanisms of the Low Emission District have to rely on a broad consensus between stakeholders with distinct vested interests and build support that is strong enough to pass through successive governments.	The direct effects on poverty are expected to be minimal, with potential indirect positive impacts on public health due to improvements on air quality. The Low Emission District is also expected to promote a more attractive environment for housing developers, leading to the construction of social housing complexes in the central city area that concentrates jobs.

[103] Road Safety Plan. Rio de Janeiro, 2023.
[104] World Bank. (2017). The High Toll of Traffic Injuries: Unacceptable and Preventable. World Bank, Washington, DC.
[105] Morales Sarriera, J., A. Jakovcevic. (2022). Identifying and Quantifying the Economic Benefits of Bicycle Lanes. Mobility and Development, World Bank, Washington, DC.

ANNEX 5: PARIS ALIGNMENT ASSESSMENT TABLE

Program Development Objective(s): To support the Municipality of Rio de Janeiro in: (i) strengthening fiscal management to improve medium-term fiscal sustainability; and (ii) accelerating the transition towards a low-carbon, resilient and inclusive urban development.	
Step 1: Taking into account our climate analysis (e.g., Country Climate and Development Reports or CCDRs), is the operation consistent with the country climate commitments, including for instance, the NDC, NAP, LTS, and other relevant strategies?	**Answer** Yes. **Explanation**: The operation is directly aligned with Brazil's Update of the First Nationally Determined Contribution (NDC) submission (December 2020) and the climate action policy documents published by the Rio Municipality, such as the Sustainable Development and Climate Action Plan (PDS) and Strategic Plan 2021-2024.
Mitigation goals: assessing and reducing the risks	
Prior Action 1. To improve its fiscal accountability and increase the transparency, effectiveness, and efficiency of its policies and programs, the Borrower has adopted the IA-CM to strengthen the internal audit capacities of the CGM.	
Pillar Objective: Strengthening fiscal management to improve medium-term fiscal sustainability	
Step M2.1: Is the prior action likely to cause a significant increase in GHG emissions?	**Answer:** No. **Explanation**: This prior action is not likely to cause a significant increase in GHG emissions.
Step M2.2: Is the prior action likely to introduce or reinforce significant and persistent barriers to transition to the country's low-GHG emissions development pathways?	**Answer:** NA
Step M3: Is the risk of the prior action introducing or reinforcing significant and persistent barriers being reduced to low after mitigation measures have been implemented?	**Answer:** NA
Conclusion for PA 1: The measures supported by the prior action are not likely to have any direct mitigation or emissions generating impacts.	
Prior Action 2. To promote the development of a low carbon economy, the Borrower has provided fiscal incentives to taxpayers and to business activities related to the carbon credit market.	
Pillar Objective: Strengthening fiscal management to improve medium-term fiscal sustainability	
Step M2.1: Is the prior action likely to cause a significant increase in GHG emissions?	**Answer:** No. **Explanation**: The measure will not cause an increase in emissions; in fact, its objective is to help reduce GHG emissions.

Step M2.2: Is the prior action likely to introduce or reinforce significant and persistent barriers to transition to the country's low-GHG emissions development pathways?	**Answer:** NA
Step M3: Is the risk of the prior action introducing or reinforcing significant and persistent barriers being reduced to low after mitigation measures have been implemented?	**Answer:** NA
Conclusion for PA 2: The measures supported by the prior action are not likely to have any emissions generating impacts.	
Prior Action 3. To enable streamlined operations and more efficient auditing of the municipal public pension granting system, the Borrower has unified the record management, processing, granting, and revision of municipal public pension benefits.	
Pillar Objective: Strengthening fiscal management to improve medium-term fiscal sustainability	
Step M2.1: Is the prior action likely to cause a significant increase in GHG emissions?	**Answer:** No. **Explanation**: The measures supported by the PA are not expected to have any direct or indirect impacts on emissions. The measures are universally aligned.
Step M2.2: Is the prior action likely to introduce or reinforce significant and persistent barriers to transition to the country's low-GHG emissions development pathways?	**Answer:** NA
Step M3: Is the risk of the prior action introducing or reinforcing significant and persistent barriers being reduced to low after mitigation measures have been implemented?	**Answer:** NA
Conclusion for PA 3: The measures supported by the prior action are not likely to have any direct mitigation or emissions generating impacts.	
Prior Action 4. To foster a more competitive and low-carbon bus sector, the Borrower has taken action to separate bus operation from fleet provision in the BRT system and provide a performance-based remuneration model.	
Pillar Objective: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development	
Step M2.1: Is the prior action likely to cause a significant increase in GHG emissions?	**Answer:** No. **Explanation**: The prior action promotes the competitiveness and efficiency of public transport, a low-carbon mode. The prior action is helping transition Rio's mobility to a lower-emissions pathway by enabling shift from private motorized modes to efficient public transport. While in the current model the BRT system will use diesel buses due to the insufficient timing in the context of the urgent intervention and revamping of the system and the lack of local market readiness, the unbundling will serve as a test for the regular municipal bus system, for which the

	Municipality is conducting feasibility studies for implementing e-buses.
Step M2.2: Is the prior action likely to introduce or reinforce significant and persistent barriers to transition to the country's low-GHG emissions development pathways?	**Answer:** NA
Step M3: Is the risk of the prior action introducing or reinforcing significant and persistent barriers being reduced to low after mitigation measures have been implemented?	**Answer:** NA
Conclusion for PA 4:The measures supported by the PA are expected to generate net emissions reductions.	
Prior Action 5. To increase public transport access and affordability to the lower-income population, the Borrower has (i) expanded the ticket integration of different public transport modes under a single municipal ticket; and (ii) regulated the complementary transportation service in informal settlements to establish quality and safety standards as well as capped tariffs and new validators allowing for digital payments and data-based tariff policy integration.	
Pillar Objective: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development	
Step M2.1: Is the prior action likely to cause a significant increase in GHG emissions?	**Answer:** No. **Explanation**: The measure is aligned. The measure will help increase the ease of using public transport and therefore contribute to emissions mitigation.
Step M2.2: Is the prior action likely to introduce or reinforce significant and persistent barriers to transition to the country's low-GHG emissions development pathways?	**Answer:** NA
Step M3: Is the risk of the prior action introducing or reinforcing significant and persistent barriers being reduced to low after mitigation measures have been implemented?	**Answer:** NA
Conclusion for PA 5: The measures supported by the PA are expected to generate net emissions reductions.	
Prior Action 6: To enable female survivors of domestic violence to access the referral services of the Rede Especializada para Combate à Violência Doméstica contra Mulheres (Specialized Network for Combating Violence Against Women in the Municipality).	
Pillar Objective: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development	
Step M2.1: Is the prior action likely to cause a significant increase in GHG emissions?	**Answer:** No. **Explanation**: The measure is aligned. The measure will facilitate the use of public transport by a specific population group and therefore not contribute to emissions generation.

Step M2.2: Is the prior action likely to introduce or reinforce significant and persistent barriers to transition to the country's low-GHG emissions development pathways?	**Answer:** NA
Step M3: Is the risk of the prior action introducing or reinforcing significant and persistent barriers being reduced to low after mitigation measures have been implemented?	**Answer:** NA
Conclusion for PA 6: The measures supported by the prior action are not likely to have any direct emissions generating impacts.	
Prior Action 7. To expand low-carbon mobility in the MRJ and connect the city's low-income areas, the Borrower has (i) regulated the Cycling Network and adopted the Municipal Cycleway Plan that establishes requirements, responsibilities, and an accountability framework to expand and consolidate its implementation, and (ii) established the Road Safety Plan, with targets for reducing traffic fatalities, requirements for speed reduction and physical interventions, and the creation of a Permanent Committee on Road Safety.	
Pillar Objective: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development	
Step M2.1: Is the prior action likely to cause a significant increase in GHG emissions?	**Answer:** No. **Explanation**: The measure is aligned. The prior action promotes cycling (including its safety), which is a zero-carbon mode.
Step M2.2: Is the prior action likely to introduce or reinforce significant and persistent barriers to transition to the country's low-GHG emissions development pathways?	**Answer:** NA
Step M3: Is the risk of the prior action introducing or reinforcing significant and persistent barriers being reduced to low after mitigation measures have been implemented?	**Answer:** NA
Conclusion for PA 7: The measures supported by the PA are expected to generate net emissions reductions.	
Prior Action 8. To further strengthen the green transformation of the Low Emission District, the Borrower has established a governance structure across Secretaries and other relevant institutions, enabling the renewal of public space with a focus on e-mobility, low-carbon and climate-resilient infrastructure, urban afforestation, and reduction of vehicle emissions, and a M&E system of GHG emissions.	
Pillar Objective: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development	
Step M2.1: Is the prior action likely to cause a significant increase in GHG emissions?	**Answer:** No. **Explanation**: The measure is aligned. The prior action is helping the Municipality achieve its goal of at least one zero-carbon district by 2030, thus expected to result in net GHG reductions through transport, building energy efficiency, afforestation, and other initiatives.

Step M2.2: Is the prior action likely to introduce or reinforce significant and persistent barriers to transition to the country's low-GHG emissions development pathways?	**Answer:** NA
Step M3: Is the risk of the prior action introducing or reinforcing significant and persistent barriers being reduced to low after mitigation measures have been implemented?	**Answer:** NA
Conclusion for PA 8: The measures supported by the PA are expected to generate net emissions reductions.	
Mitigation goals: *All prior actions are aligned on mitigation.*	
Adaptation and resilience goals: assessing and managing the risks	
Prior Action 1 To improve its fiscal accountability and increase the transparency, effectiveness, and efficiency of its policies and programs, the Borrower has icadopted the IA-CM to strengthen the internal audit capacities of the CGM.	
Pillar Objective: Strengthening fiscal management to improve medium-term fiscal sustainability	
Step A2: Are risks from climate hazards likely to have an adverse effect on the prior action's contribution to the Development Objective(s)?	**Answer:** No. **Explanation**: This prior action's development impact is not expected to be threatened by climate risks.
Step A3: Does the design of the prior action reduce the risk from climate hazards to an acceptable level, considering climate adaptation good practices applicable to the country context?	**Answer** NA
Conclusion for Prior Action 1 This prior action's development impact is not expected to be threatened by climate risks. The adaptation risks are low.	
Prior Action 2 To promote the development of a low carbon economy, the Borrower has provided fiscal incentives to taxpayers and to business activities related to the carbon credit market.	
Pillar Objective: Strengthening fiscal management to improve medium-term fiscal sustainability	
Step A2: Are risks from climate hazards likely to have an adverse effect on the prior action's contribution to the Development Objective(s)?	**Answer:** No. **Explanation**: This prior action's development impact is not expected to be threatened by climate risks.
Step A3: Does the design of the prior action reduce the risk from climate hazards to an acceptable level, considering climate adaptation good practices applicable to the country context?	**Answer** NA

Conclusion for Prior Action 2 This prior action's development impact is not expected to be threatened by climate risks. The adaptation risks are low.	
Prior Action 3 To enable streamlined operations and more efficient auditing of the municipal public pension granting system, the Borrower has unified the record management, processing, granting, and revision of municipal public pension benefits.	
Pillar Objective: Strengthening fiscal management to improve medium-term fiscal sustainability	
Step A2: Are risks from climate hazards likely to have an adverse effect on the prior action's contribution to the Development Objective(s)?	**Answer:** No. **Explanation**: This prior action's development impact is not expected to be threatened by climate risks.
Step A3: Does the design of the prior action reduce the risk from climate hazards to an acceptable level, considering climate adaptation good practices applicable to the country context?	**Answer** NA
Conclusion for Prior Action 3 This prior action's development impact is not expected to be threatened by climate risks. The adaptation risks are low.	
Prior Action 4 To foster a more competitive and low-carbon bus sector, the Borrower has taken action to separate bus operation from fleet provision in the BRT system and provide a performance-based remuneration model.	
Pillar Objective: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development	
Step A2: Are risks from climate hazards likely to have an adverse effect on the prior action's contribution to the Development Objective(s)?	**Answer:** No. **Explanation**: The impact of separating fleet provision from operation (improved BRT system operational efficiency) is not directly threatened by climate risk. Climate risks do affect Rio's transport system; however, the BRT network design will consider these risks. Moreover, the city has in place an early warning system (Alerta Rio). Depending on the intensity of rainfall and winds, operational stages are declared. During these stages, warnings are issued to the relevant municipal agencies involved in damage mitigation, along with alerts and recommendations to the public through the internet and the press.
Step A3: Does the design of the prior action reduce the risk from climate hazards to an acceptable level, considering climate adaptation good practices applicable to the country context?	**Answer** NA
Conclusion for Prior Action 4 This prior action's development impact is not expected to be threatened by climate risks. The adaptation risks are low.	

Prior Action 5 To increase public transport access and affordability to the lower-income population, the Borrower has (i) expanded the ticket integration of different public transport modes under a single municipal ticket; and (ii) regulated the complementary transportation service in informal settlements to establish quality and safety standards as well as capped tariffs and new validators allowing for digital payments and data-based tariff policy integration.	
Pillar Objective: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development	
Step A2: Are risks from climate hazards likely to have an adverse effect on the prior action's contribution to the Development Objective(s)?	**Answer** Yes. **Explanation**: Climate risks, including floods and landslides, do affect Rio's transport system, and are more relevant for the bus routes serving the low-income settlements (favelas).
Step A3: Does the design of the prior action reduce the risk from climate hazards to an acceptable level, considering climate adaptation good practices applicable to the country context?	**Answer** Yes. **Explanation:** Rio's Sustainable Development and Climate Action Plan will put in place measures to reduce climate vulnerability, including in the favelas (including by improving overall institutional capacity and coordination), such as the implementation of several Blue Corridors to reduce flood risk and significant reforestation (>3,500 ha by 2030) to reduce the risk of landslides. Nature-based solutions are planned to increase the climate resilience of infrastructure, such as the revitalization of streets and public spaces with sustainable urban drainage and extensive tree planting. The city also has in place an early warning system (Alerta Rio). Depending on the intensity of rainfall and winds, operational stages are declared. During these stages, warnings are issued to the relevant municipal agencies involved in damage mitigation, along with alerts and recommendations to the public through the internet and the press.
Conclusion for Prior Action 5 This prior action's development impact is not expected to be threatened by climate risks considering the risk mitigation measures in place. The adaptation risks have been reduced to low.	
Prior Action 6 To enable female survivors of domestic violence to access the referral services of the Rede Especializada para Combate à Violência Doméstica contra Mulheres (Specialized Network for Combating Violence Against Women in the Municipality) the Borrower has strengthened the "Cartão Move Mulher" (Move Women Card) program..	
Pillar Objective: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development	
Step A2: Are risks from climate hazards likely to have an adverse effect on the prior action's contribution to the Development Objective(s)?	**Answer:** No. **Explanation**: This prior action's development impact (domestic violence survivors' access to referral services) is not expected to be threatened by climate risks. While the public transport system in Rio is exposed to some climate risk, the measure of the prior action itself (free public transport allowance for a limited population segment) is not.

Step A3: Does the design of the prior action reduce the risk from climate hazards to an acceptable level, considering climate adaptation good practices applicable to the country context?	**Answer** NA
Conclusion for Prior Action 6 This prior action's development impact is not expected to be threatened by climate risks. The adaptation risks are low.	
Prior Action 7 To expand low-carbon mobility in the MRJ and connect the city's low-income areas, the Borrower has (i) regulated the Cycling Network and adopted the Municipal Cycleway Plan that establishes requirements, responsibilities, and an accountability framework to expand and consolidate its implementation, and (ii) established the Road Safety Plan, with targets for reducing traffic fatalities, requirements for speed reduction and physical interventions, and the creation of a Permanent Committee on Road Safety.	
Pillar Objective: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development	
Step A2: Are risks from climate hazards likely to have an adverse effect on the prior action's contribution to the Development Objective(s)?	**Answer** No. **Explanation**: Climate risks do affect Rio; however, the cycling network design will consider these risks. The network covers the entire city, and it is unlikely that any single climate event would threaten the usability of all or most segments. The Cycleway Plan discusses the natural risks that need to be considered and presents data on the need for paving the cycleway infrastructure or improve its maintenance (measures that would significantly reduce the impact of floods on the usability of the network). The city's Sustainable Development and Climate Action Plan envisions the implementation of several Blue Corridors to reduce flood risk and Green Corridors to reduce the heat island effect. Moreover, the city has in place an early warning system (Alerta Rio). Depending on the intensity of rainfall and winds, operational stages are declared. During these stages, warnings are issued to the relevant municipal agencies involved in damage mitigation, along with alerts and recommendations to the public through the internet and the press.
Step A3: Does the design of the prior action reduce the risk from climate hazards to an acceptable level, considering climate adaptation good practices applicable to the country context?	**Answer** NA
Conclusion for Prior Action 7 This prior action's development impact is not expected to be threatened by climate risks. The adaptation risks are low.	
Prior Action 8 To further strengthen the green transformation of the Low Emission District, the Borrower has established a governance structure across Secretaries and other relevant institutions, enabling the renewal of public space with a focus on e-mobility, low-carbon and climate-resilient infrastructure, urban afforestation, and reduction of vehicle emissions, and a M&E system of GHG emissions.	

Pillar Objective: Accelerating the transition towards a low-carbon, climate-resilient and inclusive urban development	
Step A2: Are risks from climate hazards likely to have an adverse effect on the prior action's contribution to the Development Objective(s)?	**Answer** No. **Explanation**: This prior action's ultimate development impact (reduced emissions through energy efficiency, municipal waste, and other measures) is not threatened by climate risks even if the area of the low-emissions district is exposed to some risk. The specific measure of the prior action concerns the governance of the low-emissions district, which is not directly affected by climate risks.
Step A3: Does the design of the prior action reduce the risk from climate hazards to an acceptable level, considering climate adaptation good practices applicable to the country context?	**Answer** NA
Conclusion for Prior Action 8 This prior action's development impact is not expected to be threatened by climate risks. The adaptation risks are low.	
Adaptation and resilience: *All prior actions are aligned on adaptation and resilience. The adaptation risks are low.*	
OVERALL CONCLUSION OF PARIS ALIGNMENT ASSESSEMENT: The operation is aligned with the goals of the Paris Agreement.	

ANNEX 6: INTERGOVERNMENTAL FISCAL ARRANGEMENTS IN BRAZIL

1. **Brazil is a highly decentralized federation, with subnational governments being responsible for the delivery of most public services.** The Brazilian Constitution gives State and municipal governments substantive fiscal autonomy and large spending responsibilities. Municipalities provide primary education and health care, and States fund most secondary schools and hospitals. Public universities are mostly federal, but many States also maintain public universities of their own. States are the primary providers of policing and public security. State and municipal governments are also in charge of building and maintaining local and regional infrastructure and delivering social protection programs.

2. **States and municipalities also raise significant tax revenues of their own.** The Brazilian Constitution assigns taxation powers to different levels of government. Brazil's largest tax by revenue, the ICMS (*Imposto sobre Circulação de Mercadorias e Serviços*), is an indirect tax levied by States on goods and selected services (intermunicipal transport and communication). The States also tax motor vehicles (IPVA), and inheritances and donations (ITCMD). Municipalities levy a service tax (ISS) on services not covered by the ICMS, and tax urban properties (IPTU) and real state transactions (ITBI). State and local governments have full autonomy to define their tax bases and rates. States also share 25 percent of the ICMS and 50 percent of the IPVA with municipalities.

3. **In order to provide public services, subnational governments receive intergovernmental transfers.** The federal government shares its tax revenues with States and municipalities through two general-purpose unconditional transfer funds, respectively the FPE (*Fundo de Participação dos Estados e do Distrito Federal*) and the FPM (*Fundo de Participação dos Municípios*). These are constitutionally mandated, and their allocation is based on demographic factors, with less developed States and municipalities receiving higher per capita allocations. As a result, these funds are the predominant source of revenue for poorer States, and poor rural municipalities. The federal government also provides specific transfers for education (FUNDEB[106]) and health care (SUS[107]), as well as capital transfers for specific programs.

4. **Fiscal rules for subnational governments are enshrined in the 2000 Fiscal Responsibility Law (LRF—*Lei de Responsabilidade Fiscal*).** With a view to reducing moral hazards in intergovernmental fiscal relations, the LRF explicitly prohibits debt refinancing operations between different levels of government. Complementary Senate resolutions also prohibit subnational borrowing if certain fiscal thresholds are not respected. The recent subnational fiscal crisis made it evident that the LRF and State-federal fiscal adjustment programs (PAFs) need strengthening. In response, the federal government approved: (i) a Fiscal Recuperation Regime for bankrupt States (LC 159/2017); and (ii) debt amortization extensions for States facing liquidity problems (LC 156/2016), conditional on fiscal adjustment measures. Following the tendency of improvement of the intergovernmental fiscal relations, Congress modified and approved fiscal rules to support fiscal adjustment at subnational governments (LC 178/2021). The main innovations of this law are: (i) the improvement of the FRR by changing LC 159/2017; (ii) creation of the Fiscal Equilibrium Plan (PEF-*Plano de Equilíbrio Fiscal*), which was designed to support the adjustment of subnational governments with limited debt, but that were facing liquidity problems; (iii) clarified the definition of some limits of the Fiscal Responsibility Law, such as the one for personnel spending.

ANNEX 7: MAIN REFORMS PURSUED BY THE FEDERAL GOVERNMENT

1. **The government proposed a new fiscal framework that combines a spending rule with a primary balance rule to stabilize debt in the medium-term.** The new framework will combine a spending rule with a primary balance rule. As the spending rule, it will limit federal real primary spending growth to 70 percent of the real primary recurrent revenue growth, allowing expenditures to grow above inflation but at a slower pace than revenues. If revenues plummet, the increase in expenses would respect a floor of 0.6 percent. On the other hand, real expenditure growth would be limited to 2.5 percent in a revenue boom and any additional revenue would improve the primary result or directed towards public investments. Also, it has fewer exceptions on the spending limit (from 13 on the original text to 5), including health and education spendings following their minimum constitutional obligations and minimum wage real adjustments, even if the Government does not achieve its primary balance goals. As the primary balance rule, there will be a range for the primary balance target each year. If the increase in revenue and the minimum expenditure growth result in primary below of the band, the limit of spending growth drops to 50 percent. A series of automatic triggers were inserted in the original text in case the target for public accounts is not met. In the event of non-compliance with the primary balance goal for one year, there will be a ban on creating positions, readjusting mandatory expenses, creating or increasing aid and granting, or expanding tax benefits, among other measures. The rules become tougher in case of non-compliance for two consecutive years. If this

[106] FUNDEB - Fund for the Maintenance and Development of Basic Education and the Enhancement of Education Professionals (*Fundo de Manutenção e Desenvolvimento da Educação Básica e de Valorização dos Profissionais da Educação*).
[107] SUS – Unified Health System (*Sistema Único de Saúde).*

occurs, in addition to all the previous measures, the triggers prohibit salary readjustments and admission of personnel. If the targets are again achieved, the measures cease to be valid. Investments will have a minimum value, around BRL75 billion, to be corrected for each year's inflation. The Budget Guidelines Law (LDO) for 2024 was sent to Congress based on the existing spending rule, linked only to the CPI inflation. As the new fiscal framework is approved in Congress, the government will adjust the 2024 budget accordingly. Additionally, there will be a medium-term fiscal framework, with projections for the main fiscal aggregates that make up the reference scenarios, with emphasis on the expected effect of the targets on the public debt trajectory.

2. **One of the main concerns regarding the new fiscal framework is the implicit required revenue increase to meet the primary balance targets.** The Government has announced a set of measures that could raise federal revenues by up to BRL 251.8 bn if fully implemented. Among those measures yet to be approved on Congress and in the Senate are: (i) the return of the casting vote on CARF (Conselho Administrativo de Recursos Fiscais (Federal Administrative Council of Tax Appeals), which encompass tie-breaking vote in favor of the Union in tax disputes with taxpayers (BRL 50 bn in 2023), (ii) Extraordinary debt installment program, called Litígio Zero program (between BRL 35 billion and BRL 50 billion this year), and (iii) the withdrawal of ICMS from the calculation base of PIS/COFINS tax credits, reducing the tax credit to which the taxpayer is entitled (BRL 30 bn yearly). Also, the Government has stated that plans to (iv) tax electronic betting market on sports (BRL 12 to 15 billion per year), (v) tax e-commerce that circumvent Federal Revenue rules by not paying taxes (BRL 7 billion to BRL 8 billion per year), and (vi) correct "tax distortions", prohibiting companies with tax incentives granted by states, via ICMS, from deducting this credit from the federal tax calculation base, and only allowing deductions if they are destined to investments, and not to funding (up to BRL 90 bn per year). Moreover, the Government already approved an increase in taxes (PIS, COFINS and CIDE[108]) on fuels sales and, for four months, on crude oil exports (both measures sum up to BRL 28 bn in 2023), in addition to a review of multinationals companies' taxation regarding transfer pricing.

3. **The government also committed to advance tax simplification reforms this year.** Two taxation reforms have been prioritized by the authorities for 2023 (one focusing on indirect taxes replaced by a simple VAT and the other on income taxation). These three high profile reforms are critical for reinforcing fiscal credibility and improving the business environment. Their prospects are boosted by the Brazilian congress' strong demand for an adequate fiscal anchor and the appointment of Bernard Appy – the main author of one the tax reform proposals currently in congress - as a Special Secretary for Tax Reform. These reforms are expected to make taxation more progressive while improving the business environment and productivity prospects through tax simplification. The January 8th riots may have expanded the new government's political capital and opened a "window of opportunity" to advance this reform agenda according to Brazilian analysts. Yet, these are complex reforms and may require time to attain technical and political consensus before advancing, given the election of new governors and congresspersons in 2022. According to the Extraordinary Secretary for the Tax Reform, studies show that the GDP could grow from 12 to 20 percent in 15 years after the approval of the VAT tax reform, through gains in productivity.

4. **The Minister of Finance announced on April 20, 2023, a set of measures to stimulate investments in infrastructure and improve country's credit and insurance markets.** The Government expects to expand access to credit, capital and insurance markets and stimulate investments in the infrastructure sector, by providing more legal and financial stability and reducing transaction costs and inefficiencies that hold back

[108] CIDE - Contribution for Intervention in the Economic Domain (Contribuição de Intervenção no Domínio Econômico).

Brazil's long-term economic growth. For the infrastructure area, the focus is to improve the process of using guarantees. In the credit market, measures are focused on modernizing legislation and eliminating barriers and inefficiencies. The 13 measures are: (i) Union guarantee for state and municipal PPPs; (ii) Incentivized debentures for social and environmental infrastructure; (iii) New Framework of Guarantees; (iv) Guarantee with social security resources; (v) Credit simplification and reduction of bureaucracy; (vi) Access to tax data; (vii) Authorization of banks and digital currency; (viii) Bank Resolution System; (ix) Over-indebtedness (Existential Minimum); (x) Protection of investors in the capital market; (xi) Financial market infrastructure; (xii) Expansion of the activities of insurance cooperatives and (xiii) Legal framework of private insurance.

5. **The current administration's commitments to climate action and to protect the Amazon open a new window of opportunity for the European Union (EU) and Mercosur trade deal to increase competition and productivity.** Brazil has a relatively closed trade regime (trade was 39 percent of GDP in 2021, compared to an average of 55 percent for the LAC region). This reflects Brazil's high tariff barriers , widespread non-tariff measures, and restrictions to services trade. The EU-Mercosur trade agreement would increase Brazil's global integration and boost competition in domestic markets. Negotiations concluded in 2019 but the deal's ratification stalled under Brazil's previous administration, given EU concerns over agri-food and environmental practices in the Amazon. Brazil is also negotiating FTAs with other key partners such as Korea, Singapore, and Canada. With this new generation of FTAs, the country could make significant progress in terms of the breadth and depth of FTAs, which include provisions in several policy areas beyond tariffs, such as technical barriers to trade, regulations on services, government procurement, and competition, areas that are not only important for international integration but also the domestic business environment. Beyond goods trade, promoting reforms that reduce the costs of services.

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Fabiano Silvio Colbano fcolbano@worldbank.org Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 3/31/2022 7:39:00 AM ID: a503134b-b597-4746-9f09-a34627f4ad28 Company Name: The World Bank	COPIED	Sent: 10/5/2023 5:23:27 PM Viewed: 10/6/2023 11:27:28 AM
Antônio Carlos Sá antonio.sa@rio.rj.gov.br Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/5/2023 5:23:29 PM Viewed: 10/6/2023 1:59:58 PM
OFFICIAL DOCUMENTS odesk@worldbank.org The World Bank Security Level: Email, Account Authentication (Optional), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2023 9:13:26 AM Viewed: 10/13/2023 9:14:36 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/5/2023 5:23:28 PM
Envelope Updated	Security Checked	10/11/2023 10:54:45 AM
Certified Delivered	Security Checked	10/13/2023 9:13:07 AM
Signing Complete	Security Checked	10/13/2023 9:13:22 AM
Completed	Security Checked	10/13/2023 9:13:26 AM

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.

IBRD Policy

General Conditions for IBRD Financing: Development Policy Financing

Bank Access to Information Policy Designation
Public

Catalogue Number
LEG5.02-POL.119

Issued
July 14, 2023

Effective
July 15, 2023

Content
General Conditions for IBRD Financing: Development Policy Financing

Applicable to
IBRD

Issuer
Senior Vice President and General Counsel, LEGVP

Sponsor
Deputy Gen. Counsel, Operations, LEGVP

International Bank for Reconstruction and Development

General Conditions for IBRD Financing

Development Policy Financing

Dated December 14, 2018

(Last revised on July 15, 2023)

Table of Contents

ARTICLE I
Introductory Provisions

Section 1.01. *Application of General Conditions*

These General Conditions set forth terms and conditions generally applicable to the Legal Agreements, to the extent the Legal Agreements so provide. If the Loan Agreement is between the Member Country and the Bank, references in these General Conditions to the Guarantor and the Guarantee Agreement shall be disregarded. If there is no Program Agreement between the Bank and a Program Implementing Entity or Subsidiary Agreement between the Borrower and the Program Implementing Entity, references in these General Conditions to the Program Implementing Entity, the Program Agreement or the Subsidiary Agreement shall be disregarded.

Section 1.02. *Inconsistency with Legal Agreements*

If any provision of the Loan Agreement, the Guarantee Agreement, or the Program Agreement is inconsistent with a provision of these General Conditions, the provision of the Loan Agreement, Guarantee Agreement, or Program Agreement shall prevail.

Section 1.03. *Definitions*

Capitalized terms used in these General Conditions have the meanings set out in the Appendix.

Section 1.04. *References; Headings*

References in these General Conditions to Articles, Sections and Appendix are to the Articles and Sections of, and the Appendix to, these General Conditions. The headings of the Articles, Sections, Appendix, and the Table of Contents are inserted in these General Conditions for reference only and shall not be taken into consideration in interpreting these General Conditions.

ARTICLE II
Withdrawals

Section 2.01. *Loan Account; Withdrawals Generally; Currency of Withdrawal*

(a) The Bank shall credit the amount of the Loan to the Loan Account in the Loan Currency. If the Loan is denominated in more than one currency, the Bank shall divide the Loan Account into multiple sub-accounts, one for each Loan Currency. In the event that the Loan or any portion of the Loan is supported by a Member Guarantee, then the Loan Currency for the Loan or such portion of the Loan so supported shall be aligned with the currency of the Member Guarantee.

(b) The Borrower may from time to time request withdrawals of Loan amounts from the Loan Account in accordance with the provisions of the Loan Agreement and such additional instructions as the Bank may specify from time to time by notice to the Borrower.

(c) Each withdrawal of a Loan amount from the Loan Account shall be made in the Loan Currency of such amount. The Bank shall, at the request and acting as an agent of the Borrower, and on such

terms and conditions as the Bank shall determine, purchase with the Loan Currency withdrawn from the Loan Account such Currencies as the Borrower shall request pursuant to Section 2.01 (b).
(d) No withdrawal of any Loan amount from the Loan Account shall be made (other than to repay the Preparation Advance) until the Bank has received from the Borrower payment in full of the Front-end Fee.

Section 2.02. *Applications for Withdrawal*

(a) When the Borrower wishes to request a withdrawal from the Loan Account, the Borrower shall promptly deliver to the Bank a written application in such form and substance as the Bank shall reasonably request.

(b) The Borrower shall furnish to the Bank evidence satisfactory to the Bank of the authority of the person or persons authorized to sign such applications and the authenticated specimen signature or the Electronic Address of each such person.

(c) The Borrower shall furnish to the Bank such documents and other evidence in support of each such application as the Bank shall reasonably request, whether before or after the Bank has permitted any withdrawal requested in the application.

(d) Each such application and accompanying documents and other evidence shall be sufficient in form and substance to satisfy the Bank that the Borrower is entitled to withdraw from the Loan Account the amount applied for, and that the amount to be withdrawn from the Loan Account shall be used only for the purposes specified in the Loan Agreement.

(e) The Bank shall pay the amounts withdrawn by the Borrower from the Loan Account only to, or on the order of, the Borrower.

Section 2.03. *Deposit of Loan Amounts*

(a) Except as the Bank may otherwise agree, all withdrawals from the Loan Account shall be deposited by the Bank into an account designated by the Borrower and acceptable to the Bank.

(b) The Borrower shall ensure that upon each deposit of an amount of the Loan into this account, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to the Bank.

Section 2.04. *Eligible Expenditures and Excluded Expenditures*

The Loan proceeds may be used for any Eligible Expenditures, but the Borrower undertakes to ensure that these proceeds shall not be used for Excluded Expenditures.

Section 2.05. *Refinancing Preparation Advance; Capitalizing Front-end Fee, Interest and Other Charges*

(a) If the Borrower requests the repayment out of the proceeds of the Loan of an advance made by the Bank or the Association ("Preparation Advance") and the Bank agrees to such a request, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance as at the date of such withdrawal from the Loan Account and to pay all accrued and unpaid charges, if any, on the advance as at such date. The Bank shall pay the amount so withdrawn to itself or the Association and shall cancel the remaining unwithdrawn amount of the advance.

(b) If the Borrower requests that the Front-end Fee be paid out of the proceeds of the Loan and the Bank agrees to such request, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself such fee.

(c) If the Borrower requests that interest, Commitment Charge, or other charges on the Loan be paid out of the proceeds of the Loan as applicable and the Bank agrees to such request, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account on each of the Payment Dates, and pay to itself the amount required to pay such interest and other charges accrued and payable as at such date, subject to any limit specified in the Loan Agreement on the amount to be so withdrawn.

Section 2.06. *Allocation of Loan Amounts*

If the Bank reasonably determines that in order to meet the purposes of the Loan it is appropriate to reallocate Loan amounts among withdrawal categories or modify the existing withdrawal categories, the Bank may, after consultation with the Borrower, make such modifications, and shall notify the Borrower accordingly.

ARTICLE III
Loan Terms

Section 3.01. *Front-end Fee; Commitment Charge; Exposure Surcharge*

(a) The Borrower shall pay the Bank a Front-end Fee on the Loan amount at the rate specified in the Loan Agreement. Except as otherwise provided in Section 2.05 (b), the Borrower shall pay the Front-end Fee not later than sixty (60) days after the Effective Date.

(b) The Borrower shall pay the Bank a Commitment Charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement. The Commitment Charge shall accrue from a date sixty (60) days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. Except as otherwise provided in Section 2.05 (c), the Borrower shall pay the Commitment Charge semi-annually in arrears on each Payment Date.

(c) If, on any given day, the Total Exposure exceeds the Standard Exposure Limit and the Allocated Excess Exposure Amount is applicable to the Loan (or a portion thereof), the Borrower shall pay to the Bank the Exposure Surcharge on such Allocated Excess Exposure Amount for each said day. Whenever the Total Exposure exceeds the Standard Exposure Limit, the Bank shall promptly notify the Member Country thereof. The Bank shall also notify the Loan Parties of the Allocated Excess Exposure Amount, if any, with respect to the Loan. The Exposure Surcharge (if any) shall be payable semi-annually in arrears on each Payment Date.

Section 3.02. *Interest*

(a) The Borrower shall pay the Bank interest on the Withdrawn Loan Balance at the rate specified in the Loan Agreement; provided, however, that the interest rate applicable to any Interest Period shall in no event be less than zero percent (0%) per annum; and provided further that, such rate may be modified from time to time in accordance with the provisions of Article IV. Interest shall accrue from the respective dates on which amounts of the Loan are withdrawn and shall be payable semi-annually in arrears on each Payment Date.

(b) If interest on any amount of the Withdrawn Loan Balance is based on a Variable Spread, the Bank shall notify the Loan Parties of the interest rate on such amount for each Interest Period, promptly upon its determination.

(c) If interest on any amount of the Loan is based on a Reference Rate, and the Bank determines that such (i) Reference Rate has permanently ceased to be quoted for the relevant Currency, or (ii) the Bank is no longer able, or it is no longer commercially acceptable for the Bank, to continue to use such Reference Rate, for purposes of its asset and liability management, the Bank shall apply such other Reference Rate for the relevant Currency, including any applicable spread, as it may reasonably determine. The Bank shall promptly notify the Loan Parties of such other rate and related amendments to the provisions of the Loan Agreements, which shall become effective as of the date set forth in such notice.

(d) If interest on any amount of the Withdrawn Loan Balance is payable at the Variable Rate, then whenever, in light of changes in market practice affecting the determination of the interest rate applicable to such amount, the Bank determines that it is in the interest of its borrowers as a whole and of the Bank to apply a basis for determining such interest rate other than as provided in the Loan Agreement, the Bank may modify the basis for determining such interest rate upon not less than three months' notice to the Loan Parties of the new basis. The new basis shall become effective on the expiry of the notice period unless a Loan Party notifies the Bank during such period of its objection to such modification, in which case the modification shall not apply to such amount of the Loan.

(e) Notwithstanding the provisions of paragraph (a) of this Section, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the Borrower shall pay the Default Interest Rate on such overdue amount in lieu of the interest rate specified in the Loan Agreement (or such other interest rate as may be applicable pursuant to Article IV as a result of a Conversion) until such overdue amount is fully paid. Interest at the Default Interest Rate shall accrue from the first day of each Default Interest Period and shall be payable semi-annually in arrears on each Payment Date.

Section 3.03. *Repayment*

(a) The Borrower shall repay the Withdrawn Loan Balance to the Bank in accordance with the provisions of the Loan Agreement and, if applicable, as further provided in paragraphs (b), (c), (d), and (e) of this Section 3.03. The Withdrawn Loan Balance shall be repaid on either a Commitment-linked Amortization Schedule or a Disbursement-linked Amortization Schedule.

(b) For Loans with a Commitment-linked Amortization Schedule:

The Borrower shall repay the Withdrawn Loan Balance to the Bank in accordance with the provisions of the Loan Agreement provided that:

(i) If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date specified in the Loan Agreement, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (x) the Withdrawn Loan Balance as of the first Principal Payment Date; by (y) the Installment Share specified in the Loan Agreement for each Principal Payment Date, adjusted as necessary, to deduct any amounts to which a Currency Conversion applies in accordance with Section 3.03 (e).

(ii) If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(A) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with the Amortization Schedule under the Loan Agreement.

(B) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the Loan Agreement for said Principal Payment Date and the denominator of which is the sum of all remaining original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts to which a Currency Conversion applies in accordance with Section 3.03 (e).

(iii) (A) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(B) Notwithstanding the provisions of this paragraph, if at any time the Bank adopts an alternative billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of this paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

(c) For Loans with a Disbursement-linked Amortization Schedule:

(i) The Borrower shall repay the Withdrawn Loan Balance to the Bank in accordance with the provisions of the Loan Agreement.

(ii) The Bank shall notify the Loan Parties of the Amortization Schedule for each Disbursed Amount promptly after the Maturity Fixing Date for the Disbursed Amount.

(d) If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of the Loan Agreement and this Section 3.03 shall apply separately to the amount denominated in each Loan Currency (and a separate Amortization Schedule shall be produced for each such amount, as applicable).

(e) Notwithstanding the provisions in paragraphs (b) (i) and (ii) above and in the Amortization Schedule in the Loan Agreement, as applicable, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance or Disbursed Amount, as applicable, to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank in accordance with the Conversion Guidelines.

Section 3.04. *Prepayment*

(a) After giving not less than forty-five (45) days' notice to the Bank, the Borrower may repay the Bank the following amounts in advance of maturity, as of a date acceptable to the Bank (provided that the Borrower has paid all Loan Payments due as at such date, including any prepayment premium calculated pursuant to paragraph (b) of this Section): (i) the entire Withdrawn Loan Balance as at such date; or (ii) the entire principal amount of any one or more maturities of the Loan. Any partial prepayment of the Withdrawn Loan Balance shall be applied in the manner specified by the Borrower, or in the absence of any specification by the Borrower, in the following manner: (A) if the Loan Agreement provides for the separate amortization of specified Disbursed Amounts of the principal of the Loan the prepayment shall be applied in the inverse order of such Disbursed Amounts, with the Disbursed Amount which has been withdrawn last being repaid first and with the latest maturity of said Disbursed Amount being repaid first; and (B) in all other cases, the prepayment shall be applied in the inverse order of the Loan maturities, with the latest maturity being repaid first.

(b) The prepayment premium payable under paragraph (a) of this Section shall be an amount reasonably determined by the Bank to represent any cost to it of redeploying the amount to be prepaid from the date of its prepayment to its maturity date.

(c) If, in respect of any amount of the Loan to be prepaid, a Conversion has been effected and the Conversion Period has not terminated at the time of prepayment, the provisions of Section 4.06 shall apply.

Section 3.05. *Partial Payment*

If the Bank at any time receives less than the full amount of any Loan Payment then due, it shall have the right to allocate and apply the amount so received in any manner and for such purposes under the Loan Agreement as it determines in its sole discretion.

Section 3.06. *Place of Payment*

All Loan Payments shall be paid at such places as the Bank shall reasonably request.

Section 3.07. *Currency of Payment*

(a) The Borrower shall pay all Loan Payments in the Loan Currency; and if a Conversion has been effected in respect of any amount of the Loan, as further specified in the Conversion Guidelines.

(b) If the Borrower so requests and the Bank agrees to such request, the Bank shall, acting as agent of the Borrower, and on such terms and conditions as the Bank shall determine, purchase the Loan Currency for the purpose of paying a Loan Payment upon timely payment by the Borrower of sufficient funds for that purpose in a Currency or Currencies acceptable to the Bank; provided, however, that the Loan Payment shall be deemed to have been paid only when, and to the extent that the Bank has received such payment in the Loan Currency.

Section 3.08. *Temporary Currency Substitution*

(a) If the Bank reasonably determines that an extraordinary situation has arisen under which the Bank shall be unable to provide the Loan Currency at any time for purposes of funding the Loan, the Bank may provide such substitute Currency or Currencies ("Substitute Loan Currency") for the Loan Currency ("Original Loan Currency") as the Bank shall select. During the period of such extraordinary situation: (i) the Substitute Loan Currency shall be deemed to be the Loan Currency for purposes of the Legal Agreements; and (ii) Loan Payments shall be paid in the Substitute Loan Currency, and other related financial terms shall be applied, in accordance with principles reasonably determined by the Bank. The Bank shall promptly notify the Loan Parties of the occurrence of such extraordinary situation, the Substitute Loan Currency and the financial terms of the Loan related to the Substitute Loan Currency.

(b) Upon notification by the Bank under paragraph (a) of this Section, the Borrower may, within thirty (30) days, thereafter, notify the Bank of its selection of another Currency acceptable to the Bank as the Substitute Loan Currency. In such case, the Bank shall notify the Borrower of the financial terms of the Loan applicable to said Substitute Loan Currency, which shall be determined in accordance with principles reasonably established by the Bank.

(c) During the period of the extraordinary situation referred to in paragraph (a) of this Section, no premium shall be payable on prepayment of the Loan.

(d) Once the Bank is again able to provide the Original Loan Currency, it shall, at the Borrower's request, change the Substitute Loan Currency to the Original Loan Currency in accordance with principles reasonably established by the Bank; provided that if such Loan is covered by a Member Guarantee, the Bank may effect such change from the Substitute Loan Currency to the Original Loan Currency in its sole discretion, with notice to the Loan Parties.

Section 3.09. *Valuation of Currencies*

Whenever it becomes necessary for the purposes of any Legal Agreement to determine the value of one Currency in terms of another, such value shall be as reasonably determined by the Bank.

Section 3.10. *Manner of Payment*

(a) Any Loan Payment required to be paid to the Bank in the Currency of any country shall be made in such manner, and in the Currency acquired in such manner, as shall be permitted under the laws of such country for the purpose of making such payment and effecting the deposit of such Currency to the account of the Bank with a depository of the Bank authorized to accept deposits in such Currency.

(b) All Loan Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Member Country and without deduction for, and free from, any Taxes levied by or in the territory of the Member Country.

(c) The Legal Agreements shall be free from any Taxes levied by or in the territory of the Member Country on or in connection with their execution, delivery or registration.

ARTICLE IV
Conversions of Loan Terms

Section 4.01. *Conversions Generally*

(a) The Borrower may, at any time, request a Conversion of the terms of the Loan in accordance with the provisions of this Section in order to facilitate prudent debt management. Each such request shall be furnished by the Borrower to the Bank in accordance with the Conversion Guidelines and, upon acceptance by the Bank, the conversion requested shall be considered a Conversion for the purposes of these General Conditions. All Conversions shall be effected subject to the Bank's ability to hedge its exposure arising from such Conversions with such Counterparties and on such terms as acceptable to the Bank.

(b) Subject to Section 4.01 (e) below, the Borrower may at any time request any of the following Conversions: (i) a Currency Conversion, including Local Currency Conversion and Automatic Conversion into Local Currency; (ii) an Interest Rate Conversion, including Automatic Rate Fixing Conversion; and (iii) an Interest Rate Cap or Interest Rate Collar. All Conversions shall be effected in accordance with the Conversion Guidelines and may be subject to such additional terms and conditions as may be agreed between the Bank and the Borrower.

(c) Upon acceptance by the Bank of a request for a Conversion, the Bank shall take all actions necessary to effect the Conversion in accordance with the Loan Agreement and the Conversion Guidelines. To the extent that any modification of the provisions of the Loan Agreement providing for withdrawal or repayment of the proceeds of the Loan is required to give effect to the Conversion, such provisions shall be deemed to have been modified as of the Conversion Date. Promptly after the Execution Date for each Conversion, the Bank shall notify the Loan Parties of the financial terms of the Loan, including any revised amortization provisions and modified provisions providing for withdrawal of the proceeds of the Loan.

(d) The Borrower shall pay a transaction fee in connection with each Conversion, in such amount or at such rate as announced by the Bank from time to time and in effect on the date of the Bank's acceptance of the Conversion request. Transaction fees provided for under this paragraph shall be either: (i) payable as a lump sum not later than sixty (60) days after the Execution Date, or the Bank's notice to the Borrower, as applicable; or (ii) expressed as a percentage per annum and added to the interest rate payable on each Payment Date.

(e) Except as otherwise agreed by the Bank, the Borrower may not request, (i) a Currency Conversion in respect of a Loan or any portion of the Loan that is supported by a Member Guarantee and (ii) additional Conversions of any portion of the Withdrawn Loan Balance that is subject to a Currency Conversion effected by a Currency Hedge Notes Transaction or otherwise terminate such Currency Conversion, for so long as such Currency Conversion is in effect. Each such Currency Conversion described in item (ii) of the preceding sentence shall be effected on such terms and conditions as may be separately agreed by the Bank and the Borrower and may include transaction fees to cover the underwriting costs of the Bank in connection with Currency Hedge Notes Transaction.

Section 4.02. *Conversion to a Fixed Rate or Fixed Spread of Loan that Accrues Interest at a Rate Based on the Variable Spread*[1]

A Conversion to a Fixed Rate or a Variable Rate with a Fixed Spread of all or any amount of the Loan that accrues interest at a rate based on the Variable Spread shall be effected by fixing the Variable Spread applicable to such amount into the Fixed Spread for the Loan Currency, applicable on the date of the Conversion request, and in the case of a Conversion to a Fixed Rate, followed immediately by the Conversion requested by the Borrower.

Section 4.03. *Interest Payable Following Interest Rate Conversion or Currency Conversion*

(a) *Interest Rate Conversion.* Upon an Interest Rate Conversion, the Borrower shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Loan Balance to which the Conversion applies at the Variable Rate or the Fixed Rate,[2] whichever applies to the Conversion.

(b) *Currency Conversion of Unwithdrawn Amounts.* Upon a Currency Conversion of all or any amount of the Unwithdrawn Loan Balance to an Approved Currency, the Borrower shall, for each Interest Period during the Conversion Period, pay interest and any applicable charges denominated in the Approved Currency on such amount as subsequently withdrawn and outstanding from time to time at the Variable Rate.

(c) *Currency Conversion of Withdrawn Amounts.* Upon a Currency Conversion of all or any amount of the Withdrawn Loan Balance to an Approved Currency, the Borrower shall, for each Interest Period during the Conversion Period, pay interest denominated in the Approved Currency in accordance with the Conversion Guidelines on such Withdrawn Loan Balance at a rate applicable, under the Conversion.

Section 4.04. *Principal Payable Following Currency Conversion*

(a) *Currency Conversion of Unwithdrawn Amounts.* In the event of a Currency Conversion of an amount of the Unwithdrawn Loan Balance to an Approved Currency, the principal amount of the Loan

[1] Suspended until further notice.
[2] Fixed Rate conversions are not available (except for Special Development Policy Loans) due to the suspension of the Fixed Spread terms until further notice.

so converted shall be determined by the Bank by multiplying the amount to be so converted in its Currency of denomination immediately prior to the Conversion by the Screen Rate. The Borrower shall repay such principal amount as subsequently withdrawn in the Approved Currency in accordance with the provisions of the Loan Agreement.

(b) *Currency Conversion of Withdrawn Amounts.* In the event of a Currency Conversion of an amount of the Withdrawn Loan Balance to an Approved Currency, the principal amount of the Loan so converted shall be determined by the Bank by multiplying the amount to be so converted in its Currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate. The Borrower shall repay such principal amount denominated in the Approved Currency in accordance with the provisions of the Loan Agreement.

(c) *Termination of Conversion Period Prior to Final Loan Maturity.* If the Conversion Period of a Currency Conversion applicable to a portion of the Loan terminates prior to the final maturity of such portion, the principal amount of such portion of the Loan remaining outstanding in the Loan Currency to which such amount shall revert upon such termination shall be determined by the Bank either: (i) by multiplying such amount in the Approved Currency of the Conversion by the spot or forward exchange rate prevailing between the Approved Currency and said Loan Currency for settlement on the last day of the Conversion Period; or (ii) in such other manner as specified in the Conversion Guidelines. The Borrower shall repay such principal amount in the Loan Currency in accordance with the provisions of the Loan Agreement.

Section 4.05. *Interest Rate Cap; Interest Rate Collar*

(a) *Interest Rate Cap*. Upon the establishment of an Interest Rate Cap on the Variable Rate, the Borrower shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Loan Balance to which the Conversion applies at the Variable Rate, unless with respect to the said Conversion Period: (i) for a Loan that accrues interest at a Variable Rate based on the Reference Rate and the Fixed Spread, the Variable Rate exceeds the Interest Rate Cap, in which case, for the relevant Interest Period, the Borrower shall pay interest on such amount at a rate equal to the Interest Rate Cap[3]; or (ii) for a Loan that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, the Reference Rate exceeds the Interest Rate Cap, in which case, for the relevant Interest Period, the Borrower shall pay interest on such amount at a rate equal to the Interest Rate Cap plus the Variable Spread.

(b) *Interest Rate Collar*. Upon the establishment of an Interest Rate Collar on the Variable Rate, the Borrower shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Loan Balance to which the Conversion applies at the Variable Rate, unless with respect to the said Conversion Period: (i) for a Loan that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, the Variable Rate[4]: (A) exceeds the upper limit of the Interest Rate Collar, in which case, for the relevant Interest Period, the Borrower shall pay interest on such

[3] Not available (except for Special Development Policy Loans) due to suspension of Fixed Spread terms until further notice.
[4] Not available (except for Special Development Policy Loans) due to suspension of Fixed Spread terms until further notice.

amount at a rate equal to such upper limit; or (B) falls below the lower limit of the Interest Rate Collar, in which case, for the relevant Interest Period, the Borrower shall pay interest on such amount at a rate equal to such lower limit; or (ii) for a Loan that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, the Reference Rate: (A) exceeds the upper limit of the Interest Rate Collar, in which case, for the relevant Interest Period, the Borrower shall pay interest on such amount at a rate equal to such upper limit plus the Variable Spread; or (B) falls below the lower limit of the Interest Rate Collar, in which case, for the relevant Interest Period, the Borrower shall pay interest on such amount at a rate equal to such lower limit plus the Variable Spread.

(c) *Interest Rate Cap or Collar Premium*. Upon the establishment of an Interest Rate Cap or an Interest Rate Collar, the Borrower shall pay to the Bank a premium on the amount of the Withdrawn Loan Balance to which the Conversion applies, calculated: (A) on the basis of the premium, if any, payable by the Bank for an interest rate cap or collar purchased by the Bank from a Counterparty for the purpose of establishing the Interest Rate Cap or Interest Rate Collar; or (B) otherwise as specified in the Conversion Guidelines. Such premium shall be payable by the Borrower (i) not later than sixty (60) days after the Execution Date; or (ii) promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with this Section up to the amount allocated from time to time for that purpose in the Loan Agreement.

Section 4.06. *Early Termination*

(a) Any Conversion effected on a Loan shall be terminated prior to its maturity in any of the following cases as applicable:

(i) The Borrower exercises its right to terminate the Conversion at any time during the Conversion Period by notice thereof to the Bank;

(ii) The Bank exercises its right to terminate the Conversion during any period of time following thirty (30) days in which the Withdrawn Loan Balance remains unpaid and such non-payment continues beyond the said thirty (30) days period, by notice thereof to the Borrower;

(iii) The Bank exercises its right at to terminate a Conversion prior to its maturity if: (A) the underlying hedging arrangements undertaken by the Bank in connection with the said Conversion are terminated as a result of it becoming impractical, impossible or unlawful for the Bank or its Counterparty to make a payment or to receive a payment on the terms agreed upon due to the: (1) adoption of, or any change in, any applicable law after the date on which such Conversion is executed; or (2) interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date or any change in any such interpretation; and (B) the Bank is unable to find a replacement hedging arrangement on terms acceptable to the Bank;

(iv) The Bank provides a notice to the Borrower pursuant to Section 7.04 or Section 7.06; and

(v) In the event of prepayment of the Loan by the Borrower as provided in Section 3.04.

(b) Except as otherwise provided in the Conversion Guidelines, upon the early termination of any Conversion by either the Bank, or the Borrower: (i) the Borrower shall pay a transaction fee for the early termination, in such amount or at such rate as announced by the Bank from time to time and in effect at the time of the early termination of the Conversion; and (ii) the Borrower or the Bank shall pay an Unwinding Amount, if any, for the early termination, (after setting off any amounts owed by the Borrower to the Bank), in accordance with the Conversion Guidelines. Transaction fees provided for under this paragraph and any Unwinding Amount payable by the Borrower pursuant to this paragraph shall be paid not later than sixty (60) days after the effective date of the early termination.

ARTICLE V

The Program

Section 5.01. *Performance under the Loan Agreement, Program Agreement, and Subsidiary Agreement*

(a) The Guarantor shall not take or permit to be taken any action which would prevent or interfere with the execution of the Program or the performance of the obligations of the Borrower or the Program Implementing Entity under the Legal Agreement to which it is a party.

(b) The Borrower shall: (i) cause the Program Implementing Entity to perform all of the obligations of the Program Implementing Entity set forth in the Program Agreement or the Subsidiary Agreement in accordance with the provisions of the Program Agreement or Subsidiary Agreement; and (ii) not take or permit to be taken any action which would prevent or interfere with such performance.

Section 5.02. *Provision of Funds and other Resources*

The Borrower shall provide or cause to be provided, promptly as needed, the funds, facilities, services, and other resources: (a) required for the Program; and (b) necessary or appropriate to enable the Program Implementing Entity to perform its obligations under the Program Agreement or the Subsidiary Agreement.

Section 5.03. *Records*

The Borrower and the Program Implementing Entity shall retain all relevant documentation evidencing expenditures made from the Loan proceeds until two years after the Closing Date. Upon the Bank's request, the Borrower and the Program Implementing Entity shall enable the Bank's representatives to examine such records.

Section 5.04. *Program Monitoring and Evaluation*

(a) The Borrower shall maintain or cause to be maintained policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Bank, the progress of the Program and the achievement of its objectives.

(b) The Borrower shall prepare or cause to be prepared and furnish to the Bank not later than twelve (12) months after the Closing Date, a report of such scope and in such detail as the Bank shall reasonably request, on the execution of the Program, the performance by the Loan Parties and the Bank of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Loan.

Section 5.05. *Cooperation and Consultation*

The Bank and the Loan Parties shall cooperate fully to assure that the purposes of the Loan and the objectives of the Program will be accomplished. To that end, the Bank and the Loan Parties shall:

(a) from time to time, at the request of any one of them, exchange views on the Program, the Loan, and the performance of their respective obligations under the Legal Agreements, and furnish to the other party all such information related to such matters as it shall reasonably request; and

(b) promptly inform each other of any condition which interferes with, or threatens to interfere with, such matters.

Section 5.06. *Visits*

(a) The Member Country shall afford all reasonable opportunity for representatives of the Bank to visit any part of its territory for purposes related to the Loan or the Program.

(b) The Borrower and the Program Implementing Entity shall enable the Bank's representatives to: (i) visit any facilities and construction sites included in their Respective Parts of the Program; and (ii) to examine the goods financed out of the proceeds of the Loan for their Respective Parts of the Program, and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of their obligations under the Legal Agreements.

Section 5.07. *Disputed Area*

In the event that the Program is in an area which is or becomes disputed, neither the Bank's financing of the Program, nor any designation of, or reference to, such area in the Legal Agreements is intended to constitute a judgment on the part of the Bank as to the legal or other status of such area or to prejudice the determination of any claims with respect to such area.

ARTICLE VI
Financial and Economic Data; Negative Pledge; Financial Condition

Section 6.01. *Financial and Economic Data*

(a) The Member Country shall furnish to the Bank all such information as the Bank shall reasonably request with respect to financial and economic conditions in its territory, including its balance of payments and its external debt as well as that of its political or administrative subdivisions and of any entity owned or controlled by, or operating for the account or benefit of, the Member Country or any such subdivision, and of any institution performing the functions of a central bank or exchange stabilization fund, or similar functions, for the Member Country.

(b) The Member Country shall report "long-term external debt" (as defined in the World Bank's Debtor Reporting System Manual ("DRSM"), dated January 2000, as may be revised from time to time), in accordance with the DRSM, and in particular, notify the Bank of new "loan commitments" (as defined in the DRSM) not later than thirty (30) days after the end of the quarter during which the debt is incurred, and notify the Bank of "transactions under loans" (as defined in the DRSM) annually, not later than March 31 of the year following the year covered by the report.

(c) The Member Country represents, as at the date of the Loan Agreement, that no defaults exist in respect of any "external public debt" (as defined in the DRSM) except those listed in a notification from the Member Country to the Bank.

Section 6.02. *Negative Pledge*

(a) It is the policy of the Bank, in making loans to, or with the guarantee of its member countries not to seek, in normal circumstances, special security from the member country concerned but to ensure that no other Covered Debt shall have priority over its loans in the allocation, realization or distribution of foreign exchange held under the control or for the benefit of such member country. To that end, if any Lien is created on any Public Assets as security for any Covered Debt, which will or might result in a priority for the benefit of the creditor of such Covered Debt in the allocation, realization or distribution of foreign exchange, such Lien shall, unless the Bank shall otherwise agree, *ipso facto* and at no cost to the Bank, equally and ratably secure all Loan Payments, and the Member Country, in creating or permitting the creation of such Lien, shall make express provision to that effect; provided, however, that if for any constitutional or other legal reason such provision cannot be made with respect to any Lien created on assets of any of its political or administrative subdivisions, the Member Country shall promptly and at no cost to the Bank secure all Loan Payments by an equivalent Lien on other Public Assets satisfactory to the Bank.

(b) The Borrower, which is not the Member Country undertakes that, except as the Bank shall otherwise agree:

(i) if it creates any Lien on any of its assets as security for any debt, such Lien will equally and ratably secure the payment of all Loan Payments and in the creation of any such Lien express provision will be made to that effect, at no cost to the Bank; and

(ii) if any statutory Lien is created on any of its assets as security for any debt, it shall grant at no cost to the Bank, an equivalent Lien satisfactory to the Bank to secure the payment of all Loan Payments.

(c) The provisions of paragraphs (a) and (b) of this Section shall not apply to: (i) any Lien created on property, at the time of purchase of such property, solely as security for the payment of the purchase price of such property or as security for the payment of debt incurred for the purpose of financing the purchase of such property; or (ii) any Lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after the date on which it is originally incurred.

(d) The Member Country represents, as at the date of the Loan Agreement, that no Liens exist on any Public Assets, as security for any Covered Debt, except those listed in a notification from the Member Country to the Bank and those excluded pursuant to paragraph (c) of this Section 6.02.

Section 6.03. *Financial Condition*

If the Bank has determined that the financial condition of the Borrower, which is not the Member Country, or the Program Implementing Entity, is a material factor in the Bank's decision to lend, the Bank shall have the right, as a condition to lend, to require that such Borrower or Program Implementing Entity provides the Bank with representations and warranties related to its financial and operating conditions, satisfactory to the Bank.

ARTICLE VII
Cancellation; Suspension; Refund; Acceleration

Section 7.01. *Cancellation by the Borrower*

The Borrower may, by notice to the Bank, cancel any amount of the Unwithdrawn Loan Balance.

Section 7.02. *Suspension by the Bank*

If any of the events specified in paragraphs (a) through (m) of this Section occurs and is continuing, the Bank may, by notice to the Loan Parties, suspend in whole or in part the right of the Borrower to make withdrawals from the Loan Account. Such suspension shall continue until the event (or events) which gave rise to the suspension has (or have) ceased to exist, unless the Bank has notified the Loan Parties that such right to make withdrawals has been restored.

(a) *Payment Failure.*

(i) The Borrower has failed to make payment (notwithstanding the fact that such payment may have been made by the Guarantor or a third party) of principal or interest or any other amount due to the Bank or the Association: (A) under the Loan Agreement; or (B) under any other agreement between the Bank and the Borrower; or (C) under any agreement between the Borrower and the Association; or (D) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Bank or the Association to any third party with the agreement of the Borrower.

(ii) The Guarantor has failed to make payment of principal, interest, or any other amount due to the Bank or the Association: (A) under the Guarantee Agreement; or (B) under any other agreement between the Guarantor and the Bank; or (C) under any agreement between the Guarantor and the Association; or (D) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Bank or the Association to any third party with the agreement of the Guarantor.

(b) *Performance Failure.*

(i) A Loan Party has failed to perform any other obligation under the Legal Agreement to which it is a party or under any Derivatives Agreement.

(ii) The Program Implementing Entity has failed to perform any obligation under the Program Agreement or the Subsidiary Agreement.

(c) *Fraud and Corruption*. At any time, the Bank determines that any representative of the Guarantor or the Borrower or the Program Implementing Entity (or any other recipient of any of the proceeds of the Loan) has engaged in corrupt, fraudulent, coercive, or collusive practices in connection with the use of the proceeds of the Loan, without the Guarantor or the Borrower or the Program Implementing Entity (or any other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

(d) *Cross Suspension.* The Bank or the Association has suspended in whole or in part the right of a Loan Party to make withdrawals under any agreement with the Bank or with the Association because of a failure by a Loan Party to perform any of its obligations under such agreement or any other agreement with the Bank.

(e) *Extraordinary Situation; Program.*

(i) As a result of events which have occurred after the date of the Loan Agreement, an extraordinary situation has arisen which makes it improbable that the Program can be carried out or that a Loan Party or the Program Implementing Entity will be able to perform its obligations under the Legal Agreement to which it is a party.

(ii) An extraordinary situation has arisen under which any further withdrawals under the Loan would be inconsistent with the provisions of Article III, Section 3 of the Bank's Articles of Agreement.

(f) *Event prior to Effectiveness*. The Bank has determined after the Effective Date that prior to such date but after the date of the Loan Agreement, an event has occurred which would have entitled the Bank to suspend the Borrower's right to make withdrawals from the Loan Account if the Loan Agreement had been effective on the date such event occurred.

(g) *Misrepresentation.* A representation made by a Loan Party in or pursuant to the Legal Agreements, or in or pursuant to any Derivatives Agreement, or any representation or statement furnished by a Loan Party, and intended to be relied upon by the Bank in making the Loan or executing a transaction under a Derivatives Agreement, was incorrect in any material respect.

(h) *Co-financing.* Any of the following events occurs with respect to any financing specified in the Loan Agreement to be provided for the Program ("Co-financing") by a financier (other than the Bank or the Association) ("Co-financier"):

(i) If the Loan Agreement specifies a date by which the agreement with the Co-financier providing for the Co-financing ("Co-financing Agreement") is to become effective, the Co-financing Agreement has failed to become effective by that date, or such later date as the Bank has established by notice to the Loan Parties ("Co-financing Deadline"); provided, however, that the provisions of this sub-paragraph shall not apply if the Loan Parties establish to the satisfaction of the Bank that adequate funds for the Program are available from other sources on terms and conditions consistent with the obligations of the Loan Parties under the Legal Agreements.

(ii) Subject to sub-paragraph (iii) of this paragraph: (A) the right to withdraw the proceeds of the Co-financing has been suspended, canceled, or terminated in whole or in part, pursuant to the terms of the Co-financing Agreement; or (B) the Co-financing has become due and payable prior to its agreed maturity.

(iii) Sub-paragraph (ii) of this paragraph shall not apply if the Loan Parties establish to the satisfaction of the Bank that: (A) such suspension, cancellation, termination, or prematuring was not caused by the failure of the recipient of the Co-financing to perform any of its obligations under the Co-financing Agreement; and (B) adequate funds for the Program are available from other sources on terms and conditions consistent with the obligations of the Loan Parties under the Legal Agreements.

(i) *Assignment of Obligations; Disposition of Assets.* The Borrower or the Program Implementing Entity (or any other entity responsible for implementing any part of the Program) has, without the consent of the Bank:

(i) assigned or transferred, in whole or in part, any of its obligations arising under or entered into pursuant to the Legal Agreements; or

(ii) sold, leased, transferred, assigned, or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Loan; provided, however, that the provisions of this paragraph shall not apply with respect to transactions in the ordinary course of business which, in the opinion of the Bank: (A) do not materially and adversely affect the ability of the Borrower or of the Program Implementing Entity (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Legal Agreements or to achieve the objectives of the Program; and (B) do not materially and adversely affect the financial condition or operation of the Borrower (other than the Member Country) or the Program Implementing Entity (or such other entity).

(j) *Membership.* The Member Country: (i) has been suspended from membership in, or ceased to be, a member of the Bank; or (ii) has ceased to be a member of the International Monetary Fund.

(k) *Condition of Borrower or Program Implementing Entity.*

(i) Any material adverse change in the condition of the Borrower (other than the Member Country), as represented by it, has occurred prior to the Effective Date.

(ii) The Borrower (other than the Member Country) has become unable to pay its debts as they mature or any action or proceeding has been taken by the Borrower or by others whereby any of the assets of the Borrower shall or may be distributed among its creditors.

(iii) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Borrower (other than the Member Country) or of the Program Implementing Entity (or any other entity responsible for implementing any part of the Program).

(iv) The Borrower (other than the Member Country) or the Program Implementing Entity (or any other entity responsible for implementing any part of the Program) has ceased to exist in the same legal form as that prevailing as of the date of the Legal Agreements.

(v) In the opinion of the Bank, the legal character, ownership or control of the Borrower (other than the Member Country) or of the Program Implementing Entity (or of any other entity responsible for implementing any part of the Program) has changed from that prevailing as of the date of the Legal Agreements so as to materially and adversely affect the ability of the Borrower or of the Program Implementing Entity (or such other entity) to perform any of its obligations arising under, or entered into, pursuant to the Legal Agreements, or to achieve the objectives of the Program.

(l) *Ineligibility*. The Bank or the Association has declared the Borrower (other than the Member Country) or the Program Implementing Entity ineligible to receive proceeds of any financing made by the Bank or the Association or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank or the Association, as a result of: (i) a determination by the Bank or the Association that the Borrower or the Program Implementing Entity has engaged in fraudulent, corrupt, coercive, or collusive practices in connection with the use of the proceeds of any financing made by the Bank or the Association; and/or (ii) a declaration by another financier that the Borrower or the Program Implementing Entity is ineligible to receive proceeds of any financing made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the Program Implementing Entity has engaged in fraudulent, corrupt, coercive, or collusive practices in connection with the use of the proceeds of any financing made by such financier.

(m) *Additional Event.* Any other event specified in the Loan Agreement for the purposes of this Section has occurred ("Additional Event of Suspension").

Section 7.03. *Cancellation by the Bank*

If any of the events specified in paragraphs (a) through (e) of this Section occurs with respect to an amount of the Unwithdrawn Loan Balance, the Bank may, by notice to the Loan Parties, terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice, such amount shall be cancelled.

(a) *Suspension.* The right of the Borrower to make withdrawals from the Loan Account has been suspended with respect to any amount of the Unwithdrawn Loan Balance for a continuous period of thirty (30) days.

(b) *Amounts not Required.* At any time, the Bank determines, after consultation with the Borrower, that an amount of the Unwithdrawn Loan Balance will not be required to finance Eligible Expenditures.

(c) *Fraud and Corruption.* At any time, the Bank determines, with respect to any amount of the proceeds of the Loan, that corrupt, fraudulent, collusive, or coercive practices were engaged in by representatives of the Guarantor, the Borrower, or the Program Implementing Entity (or other recipient of the proceeds of the Loan) without the Guarantor, the Borrower or the Program Implementing Entity (or other recipient of the proceeds of the Loan) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

(d) *Closing Date.* After the Closing Date, there remains an Unwithdrawn Loan Balance.

(e) *Cancellation of Guarantee.* The Bank receives notice from the Guarantor pursuant to Section 7.05 with respect to an amount of the Loan.

Section 7.04. *Loan Refund*

(a) If the Bank determines that an amount of the Withdrawn Loan Balance has been used in a manner inconsistent with the provisions of the Legal Agreements, the Borrower shall, upon notice by the Bank to the Borrower, promptly refund such amount to the Bank. Such inconsistent use shall include, without limitation:

(i) use of such amount to make a payment for any Excluded Expenditure; or

(ii) engaging in corrupt, fraudulent, collusive, or coercive practices in connection with the use of such amount.

(b) Except as the Bank may otherwise determine, the Bank shall cancel all amounts refunded pursuant to this Section.

(c) If any notice of refund is given pursuant to Section 7.04 (a) during the Conversion Period for any Conversion applicable to a Loan, the provisions of Section 4.06 shall apply.

Section 7.05. *Cancellation of Guarantee*

If the Borrower has failed to pay any required Loan Payment (otherwise than as a result of any act or omission to act of the Guarantor) and such payment is made by the Guarantor, the Guarantor may, after consultation with the Bank, by notice to the Bank and the Borrower, terminate its obligations under the Guarantee Agreement with respect to any amount of the Unwithdrawn Loan Balance as at the date of receipt of such notice by the Bank. Upon receipt of such notice by the Bank, such obligations in respect of such amount shall terminate.

Section 7.06. *Events of Acceleration*

If any of the events specified in paragraphs (a) through (f) of this Section occurs and continues for the period specified (if any), then at any subsequent time during the continuance of the event, the Bank may, by notice to the Loan Parties, declare all or part of the Withdrawn Loan Balance as at the date of such notice to be due and payable immediately together with any other Loan Payments due under the Loan Agreement. Upon any such declaration, such Withdrawn Loan Balance and Loan Payments shall become immediately due and payable. If any notice of acceleration is given during the Conversion Period for any Conversion applicable to a Loan, the provisions of Section 4.06 shall apply.

(a) *Payment Default.* A default has occurred in the payment by a Loan Party of any amount due to the Bank or the Association: (i) under any Legal Agreement; or (ii) under any other agreement between the Bank and the Loan Party; or (iii) under any agreement between the Loan Party and the Association (in the case of an agreement between the Guarantor and the Association, under circumstances which would make it unlikely that the Guarantor would meet its obligations under the Guarantee Agreement); or (iv) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Bank, or the Association, to any third party with the agreement of the Loan Party; and such default continues in each case for a period of thirty (30) days.

(b) *Performance Default.*

(i) A default has occurred in the performance by a Loan Party of any other obligation under the Legal Agreement to which it is a party or under any Derivatives Agreement, and such default continues for a period of sixty (60) days after notice of such default has been given by the Bank to the Loan Parties.

(ii) A default has occurred in the performance by the Program Implementing Entity of any obligation under the Program Agreement or the Subsidiary Agreement, and such default continues for a period of sixty (60) days after notice of such default has been given by the Bank to the Program Implementing Entity and the Loan Parties.

(c) *Co-financing.* The event specified in sub-paragraph (h) (ii) (B) of Section 7.02 has occurred, subject to the provisions of paragraph (h) (iii) of that Section.

(d) *Assignment of Obligations; Disposition of Assets.* Any event specified in paragraph (i) of Section 7.02 has occurred.

(e) *Condition of Borrower or Program Implementing Entity.* Any event specified in sub-paragraph (k) (ii) through (k) (v) of Section 7.02 has occurred.

(f) *Additional Event.* Any other event specified in the Loan Agreement for the purposes of this Section has occurred and continues for the period, if any, specified in the Loan Agreement ("Additional Event of Acceleration").

Section 7.07. *Effectiveness of Provisions After Cancellation, Suspension, Refund, or Acceleration*

Notwithstanding any cancellation, suspension, refund, or acceleration under this Article, all the provisions of the Legal Agreements shall continue in full force and effect, except as specifically provided in these General Conditions.

ARTICLE VIII
Enforceability; Arbitration

Section 8.01. *Enforceability*

The rights and obligations of the Bank and the Loan Parties under the Legal Agreements shall be valid and enforceable in accordance with their terms, notwithstanding the law of any state or political subdivision thereof to the contrary. Neither the Bank nor any Loan Party shall be entitled in any proceeding under this Article to assert any claim that any provision of the Legal Agreements are invalid or unenforceable because of any provision of the Articles of Agreement of the Bank.

Section 8.02. *Obligations of the Guarantor*

Except as provided in Section 7.05, the obligations of the Guarantor under the Guarantee Agreement shall not be discharged except by performance, and then only to the extent of such performance. Such obligations shall not require any prior notice to, demand upon or action against the Borrower, or any prior notice to, or demand upon the Guarantor with regard to any default by the Borrower. Such obligations shall not be impaired by any of the following: (a) any extension of time, forbearance, or concession given to the Borrower; (b) any assertion of, or failure to assert, or delay in asserting, any right, power, or remedy against the Borrower, or in respect of any security for the Loan; (c) any modification or amplification of the provisions of the Loan Agreement contemplated by its terms; or (d) any failure of the Borrower, or of the Program Implementing Entity, to comply with any requirement of any law of the Member Country.

Section 8.03. *Failure to Exercise Rights*

No delay in exercising, or omission to exercise, any right, power, or remedy accruing to any party under any Legal Agreement upon any default shall impair any such right, power, or remedy, or be construed to be a waiver thereof, or an acquiescence in such default. No action of such party in respect of any default, or any acquiescence by it in any default, shall affect or impair any right, power, or remedy of such party in respect of any other or subsequent default.

Section 8.04. *Arbitration*

(a) Any controversy between the parties to the Loan Agreement or the parties to the Guarantee Agreement, and any claim by any such party against any other such party arising under the Loan Agreement or the Guarantee Agreement which has not been settled by agreement of the parties, shall be submitted to arbitration by an arbitral tribunal as hereinafter provided ("Arbitral Tribunal").

(b) The parties to such arbitration shall be the Bank on the one side and the Loan Parties on the other side.

(c) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: (i) one arbitrator shall be appointed by the Bank; (ii) a second arbitrator shall be appointed by the Loan Parties or, if they do not agree, by the Guarantor; and (iii) the third arbitrator ("Umpire") shall be appointed by agreement of the parties or, if they do not agree, by the President of the International Court of Justice or, failing appointment by said President, by the Secretary-General of the United Nations. If either side fails to appoint an arbitrator, such arbitrator shall be appointed by the Umpire. In case any arbitrator appointed in accordance with this Section resigns, dies or becomes unable to act, a successor arbitrator shall be appointed in the same manner as prescribed in this Section for the appointment of the original arbitrator and such successor shall have all the powers and duties of such original arbitrator.

(d) An arbitration proceeding may be instituted under this Section upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the relief sought and the name of the arbitrator appointed by the party instituting such proceeding. Within thirty (30) days after such notice, the other party shall notify to the party instituting the proceeding the name of the arbitrator appointed by such other party.

(e) If within sixty (60) days after the notice instituting the arbitration proceeding, the parties have not agreed upon an Umpire, any party may request the appointment of an Umpire as provided in paragraph (c) of this Section.

(f) The Arbitral Tribunal shall convene at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.

(g) The Arbitral Tribunal shall decide all questions relating to its competence and shall, subject to the provisions of this Section and except as the parties shall otherwise agree, determine its procedure. All decisions of the Arbitral Tribunal shall be by majority vote.

(h) The Arbitral Tribunal shall afford to all parties a fair hearing and shall render its award in writing. Such award may be rendered by default. An award signed by a majority of the Arbitral Tribunal shall constitute the award of the Arbitral Tribunal. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties to the Loan Agreement and the Guarantee Agreement. Each party shall abide by, and comply with, any such award rendered by the Arbitral Tribunal in accordance with the provisions of this Section.

(i) The parties shall fix the amount of the remuneration of the arbitrators and such other persons as are required for the conduct of the arbitration proceedings. If the parties do not agree on such amount before the Arbitral Tribunal convenes, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. The Bank, the Borrower and the Guarantor shall each defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between, and borne equally, by the Bank on the one side and the Loan Parties on the other. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

(j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the settlement of controversies between the parties to the Loan Agreement and Guarantee Agreement, or of any claim by any such party against any other such party arising under such Legal Agreements.

(k) If, within thirty (30) days after counterparts of the award have been delivered to the parties, the award has not been complied with, any party may: (i) enter judgment upon, or institute a proceeding to enforce, the award in any court of competent jurisdiction against any other party; (ii) enforce such judgment by execution; or (iii) pursue any other appropriate remedy against such other party for the enforcement of the award and the provisions of the Loan Agreement or Guarantee Agreement. Notwithstanding the foregoing, this Section shall not authorize any entry of judgment or enforcement of the award against the Member Country except as such procedure may be available otherwise than by reason of the provisions of this Section.

(l) Service of any notice or process in connection with any proceeding under this Section or in connection with any proceeding to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 10.01. The parties to the Loan Agreement and the Guarantee Agreement waive any and all other requirements for the service of any such notice or process.

ARTICLE IX
Effectiveness; Termination

Section 9.01. *Conditions of Effectiveness of Legal Agreements*

The Legal Agreements shall not become effective until the Loan Party and the Program Implementing Entity confirm, and the Bank is satisfied, that the conditions specified in paragraphs (a) through (c) of this Section are met.

(a) The execution and delivery of each Legal Agreement on behalf of the Loan Party or the Program Implementing Entity which is a party to such Legal Agreement have been duly authorized by all necessary actions and delivered on behalf of such party, and the Legal Agreement is legally binding upon such party in accordance with its terms.

(b) If the Bank so requests, the condition of the Borrower (other than the Member Country) or of the Program Implementing Entity, as represented and warranted to the Bank at the date of the Legal Agreements, has not undergone any material adverse change after such date.

(c) Each condition specified in the Loan Agreement as a condition of its effectiveness ("Additional Condition of Effectiveness") has occurred.

Section 9.02. *Legal Opinions or Certificates; Representation and Warranty*

For the purpose of confirming that the conditions specified in paragraph (a) of Section 9.01 above have been met:

(a) The Bank may require an opinion or certificate satisfactory to the Bank confirming: (i) on behalf of the Loan Party or the Program Implementing Entity that the Legal Agreement to which it is a party has been duly authorized by, and executed and delivered on behalf of, such party and is legally binding upon such party in accordance with its terms; and (ii) each other matter specified in the Legal Agreement or reasonably requested by the Bank in connection with the Legal Agreements for the purpose of this Section.

(b) If the Bank does not require an opinion or certificate pursuant to Section 9.02 (a), by signing the Legal Agreement to which it is a party, the Loan Party or the Program Implementing Entity shall be deemed to represent and warrant that on the date of such Legal Agreement, the Legal Agreement has been duly authorized by, and executed and delivered on behalf of, such party and is legally binding upon such party in accordance with its terms, except where additional action is required to make such Legal Agreement legally binding. Where additional action is required following the date of the Legal Agreement, the Loan Party or the Program Implementing Entity shall notify the Bank when such additional action has been taken. By providing such notification, the Loan Party or the Program Implementing Entity shall be deemed to represent and warrant that on the date of such notification the Legal Agreement to which it is a party is legally binding upon it in accordance with its terms.

Section 9.03. *Effective Date*

(a) Except as the Bank and the Borrower shall otherwise agree, the Legal Agreements shall enter into effect on the date upon which the Bank dispatches to the Loan Parties and the Program

Implementing Entity notice confirming it is satisfied that the conditions specified in Section 9.01 have been met ("Effective Date").

(b) If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Borrower to make withdrawals from the Loan Account if the Loan Agreement had been effective, or the Bank has determined that an extraordinary situation provided for under Section 3.08 (a) exists, the Bank may postpone the dispatch of the notice referred to in paragraph (a) of this Section until such event (or events) or situation has (or have) ceased to exist.

Section 9.04. *Termination of Legal Agreements for Failure to Become Effective*

The Legal Agreements and all obligations of the parties under the Legal Agreements shall terminate if the Legal Agreements have not entered into effect by the date ("Effectiveness Deadline") specified in the Loan Agreement for the purpose of this Section, unless the Bank, after consideration of the reasons for the delay, establishes a later Effectiveness Deadline for the purpose of this Section. The Bank shall promptly notify the Loan Parties and Program Implementing Entity of such later Effectiveness Deadline.

Section 9.05. *Termination of Legal Agreements on Performance of All Obligations*

(a) Subject to the provisions of paragraphs (b) and (c) of this Section, the Legal Agreements and all obligations of the parties under the Legal Agreements shall forthwith terminate upon full payment of the Withdrawn Loan Balance and all other Loan Payments due.

(b) If the Loan Agreement specifies a date by which certain provisions of the Loan Agreement (other than those providing for payment obligations) shall terminate, such provisions and all obligations of the parties under them shall terminate on the earlier of: (i) such date; and (ii) the date on which the Loan Agreement terminates in accordance with its terms.

(c) If the Program Agreement specifies a date on which the Program Agreement shall terminate, the Program Agreement and all obligations of the parties under the Program Agreement shall terminate on the earlier of: (i) such date; and (ii) the date on which the Loan Agreement terminates in accordance with its terms. The Bank shall promptly notify the Program Implementing Entity if the Loan Agreement terminates in accordance with its terms prior to the date so specified in the Program Agreement.

ARTICLE X
Miscellaneous Provisions

Section 10.01. *Execution of Legal Agreements; Notices and Requests*

(a) Each Legal Agreement executed by Electronic Means shall be deemed an original, and in the case of any Legal Agreement not executed by Electronic Means in several counterparts, each counterpart shall be an original.

(b) Any notice or request required or permitted to be made or given under any Legal Agreement or any other agreement between the parties contemplated by the Legal Agreement shall be in writing.

Except as otherwise provided in Section 9.03 (a), such notice or request shall be deemed to have been duly given or made when it has been delivered by hand, mail, or Electronic Means, to the party to which it is to be given or made at such party's address or Electronic Address specified in the Legal Agreement or at such other address or Electronic Address as such party shall have designated by notice to the party giving such notice or making such request. Any notice or request delivered by Electronic Means shall be deemed dispatched by the sender from its Electronic Address when it leaves the Electronic Communications System of the sender and shall be deemed received by the other party at its Electronic Address, when such notice or request becomes capable of being retrieved in machine readable format by the Electronic Communications System of the receiving party.

(c) Unless the Parties otherwise agree, Electronic Documents shall have the same legal force and effect as information contained in a Legal Agreement or a notice or request under a Legal Agreement that is not executed or transmitted by Electronic Means.

Section 10.02. *Action on Behalf of the Loan Parties and the Program Implementing Entity*

(a) The representative designated by a Loan Party in the Legal Agreement to which it is a party (and the representative designated by the Program Implementing Entity in the Program Agreement or the Subsidiary Agreement) for the purpose of this Section, or any person authorized by such representative for that purpose, may take any action required or permitted to be taken pursuant to such Legal Agreement, and execute any documents or dispatch any Electronic Document required or permitted to be executed pursuant to such Legal Agreement, on behalf of such Loan Party (or the Program Implementing Entity).

(b) The representative so designated by the Loan Party or person so authorized by such representative may agree to any modification or amplification of the provisions of such Legal Agreement on behalf of such Loan Party by Electronic Document or by written instrument executed by such representative or authorized person; provided that, in the opinion of such representative, the modification or amplification is reasonable in the circumstances and will not substantially increase the obligations of the Loan Parties under the Legal Agreements. The Bank may accept the execution by such representative or other authorized person of any such instrument as conclusive evidence that such representative is of such opinion.

Section 10.03. *Evidence of Authority*

The Loan Parties and the Program Implementing Entity shall furnish to the Bank: (a) sufficient evidence of the authority of the person or persons who will, on behalf of such party, take any action or execute any documents, including Electronic Documents, required or permitted to be taken or executed by it under the Legal Agreement to which it is a party; and (b) the Electronic Address or the authenticated specimen signature of each such person.

Section 10.04. *Disclosure*

The Bank may disclose the Legal Agreements to which it is a party and any such information related to the Legal Agreements in accordance with its policy on access to information, in effect at the time of such disclosure.

APPENDIX
Definitions

1. "Additional Condition of Effectiveness" means any condition of effectiveness specified in the Loan Agreement for the purpose of Section 9.01 (c).

2. "Additional Event of Acceleration" means any event of acceleration specified in the Loan Agreement for the purpose of Section 7.06 (f).

3. "Additional Event of Suspension" means any event of suspension specified in the Loan Agreement for the purpose of Section 7.02 (m).

4. "Allocated Excess Exposure Amount" means, for each day during which the Total Exposure exceeds the Standard Exposure Limit, (A) (i) the total amount of said excess, multiplied by (ii) a ratio corresponding to the proportion that all (or, if the Bank so determines, a portion) of the Loan bears to the aggregate amount of all (or, if the Bank so determines, the relevant portions) of the loans made by the Bank to, or guaranteed by, the Member Country that are also subject to an exposure surcharge, as said excess and ratio are reasonably determined from time to time by the Bank; or (B) such other amount as reasonably determined from time to time by the Bank with respect to the Loan; and notified to the Loan Parties pursuant to Section 3.01 (c).

5. "Amortization Schedule" means the schedule for repayment of principal amount specified in the Loan Agreement for purposes of Section 3.03.

6. "Approved Currency" means, for a Currency Conversion, any Currency approved by the Bank, which, upon the Conversion, becomes the Loan Currency.

7. "Arbitral Tribunal" means the arbitral tribunal established pursuant to Section 8.04.

8. "Association" means the International Development Association.

9. "Automatic Conversion to Local Currency" means, with respect to any portion of the Withdrawn Loan Balance, a Currency Conversion from the Loan Currency to a Local Currency for either the full maturity or the longest maturity available for the Conversion of such amount with effect from the Conversion Date upon withdrawals of amounts of the Loan from the Loan Account.

10. "Automatic Rate Fixing Conversion" means an Interest Rate Conversion whereby either: (a) the initial Reference Rate component of the interest rate for a Loan based on a Variable Spread is converted to a Fixed Reference Rate; or (b) the initial Variable Rate for a Loan with a Fixed Spread is converted to a Fixed Rate,[5] in either case for the aggregate principal amount of the Loan withdrawn from the Loan Account during any Interest Period or any of the two or more consecutive Interest Periods that equals or exceeds a specified threshold, and for the full maturity of such amount, as specified in the Loan Agreement or in a separate request from the Borrower.

[5] Not available (except for Special Development Policy Loans) due to the suspension of the Fixed Spread terms until further notice.

11. "Bank" means the International Bank for Reconstruction and Development.

12. "Borrower" means the party to the Loan Agreement to which the Loan is extended.

13. "Borrower's Representative" means the Borrower's representative specified in the Loan Agreement for the purpose of Section 10.02.

14. "Closing Date" means the date specified in the Loan Agreement or such other date – including an earlier date at the Borrower's request – as the Bank may establish, by notice to the Loan Parties.

15. "Co-financier" means the financier (other than the Bank or the Association) referred to in Section 7.02 (h) providing the Co-financing. If the Loan Agreement specifies more than one such financier, "Co-financier" refers separately to each of such financiers.

16. "Co-financing" means the financing referred to in Section 7.02 (h) and specified in the Loan Agreement provided or to be provided for the Program by the Co-financier. If the Loan Agreement specifies more than one such financing, "Co-financing" refers separately to each of such financings.

17. "Co-financing Agreement" means the agreement referred to in Section 7.02 (h) providing for the Co-financing.

18. "Co-financing Deadline" means the date referred to in Section 7.02 (h) (i) and specified in the Loan Agreement by which the Co-financing Agreement is to become effective. If the Loan Agreement specifies more than one such date, "Co-financing Deadline" refers separately to each of such dates.

19. "Commitment Charge" means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b)."

20. "Commitment-linked Amortization Schedule" means an Amortization Schedule in which timing and amount of principal repayments is determined by reference to the date of approval of the Loan by the Bank and calculated as a portion of the Withdrawn Loan Balance, as specified in the Loan Agreement.

21. "Conversion" means any of the following modifications of the terms of all or any portion of the Loan that has been requested by the Borrower and accepted by the Bank: (a) an Interest Rate Conversion; (b) a Currency Conversion; or (c) the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate; each as provided herein, in the Loan Agreement and in the Conversion Guidelines.

22. "Conversion Date" means, for a Conversion, such date as the Bank shall determine on which the Conversion enters into effect, as further specified in the Conversion Guidelines; provided that in case of an Automatic Conversion to Local Currency the Conversion Date shall be the date of withdrawal from the Loan Account of the amount in respect of which the Conversion has been requested.

23. “Conversion Guidelines” means, for a Conversion, the Directive “Conversion of Financial Terms of IBRD and IDA Loans and Financing Instruments” issued and revised from time to time by the Bank and the Association, in effect at the time of the Conversion.

24. “Conversion Period” means, for a Conversion, the period from and including the Conversion Date to and including the last day of the Interest Period in which the Conversion terminates by its terms; provided, that solely for the purpose of enabling the final payment of interest and principal under a Currency Conversion to be made in the Approved Currency, such period shall end on the Payment Date immediately following the last day of said final applicable Interest Period.

25. “Counterparty” means a party with whom the Bank enters into a hedging arrangement for purposes of executing a Conversion.

26. “Covered Debt” means any debt which is or may become payable in a Currency other than the Currency of the Member Country.

27. “Currency” means the currency of a country and the Special Drawing Right of the International Monetary Fund. “Currency of a country” means the currency which is legal tender for the payment of public and private debts in that country.

28. “Currency Conversion” means a change of the Loan Currency of all or any amount of the Unwithdrawn Loan Balance or the Withdrawn Loan Balance to an Approved Currency.

29. “Currency Hedge Notes Transaction” means one or more notes issues by the Bank and denominated in an Approved Currency for purposes of executing a Currency Conversion.

30. “Currency Hedge Transaction” means either: (a) a Currency Hedge Swap Transaction; or (b) a Currency Hedge Notes Transaction.

31. “Currency Hedge Swap Transaction” means one or more Currency derivatives transactions entered into by the Bank with a Counterparty as of the Execution Date for purposes of executing a Currency Conversion.

32. “Default Interest Period” means for any overdue amount of the Withdrawn Loan Balance, each Interest Period during which such overdue amount remains unpaid; provided, however, that the first such Default Interest Period shall commence on the 31^{st} day following the date on which such amount becomes overdue, and the final such Default Interest Period shall end on the date at which such amount is fully paid.

33. “Default Interest Rate” means for any Default Interest Period: (a) in respect of any amount of the Withdrawn Loan Balance to which the Default Interest Rate applies and for which interest was payable at a Variable Rate immediately prior to the application of the Default Interest Rate: the Default Variable Rate plus one half of one percent (0.5%); and (b) in respect of any amount of the Withdrawn Loan Balance to which the Default Interest Rate applies and for which interest was payable at a Fixed Rate immediately prior to the application of the Default

Interest Rate: Default Reference Rate plus the Fixed Spread plus one half of one percent (0.5%).[6]

34. "Default Reference Rate" means the Reference Rate for the relevant Interest Period; it being understood that for the initial Default Interest Period, Default Reference Rate shall be equal to Reference Rate for the Interest Period in which the amount referred to in Section 3.02 (e) first becomes overdue.

35. "Default Variable Rate" means the Variable Rate for the relevant Interest Period; provided that: (a) for the initial Default Interest Period, Default Variable Rate shall be equal to the Variable Rate for the Interest Period in which the amount referred to in Section 3.02 (d) first becomes overdue; and (b) for an amount of the Withdrawn Loan Balance to which the Default Interest Rate applies and for which interest was payable at a Variable Rate based on a Fixed Reference Rate and the Variable Spread immediately prior to the application of the Default Interest Rate, "Default Variable Rate" shall be equal to the Default Reference Rate plus the Variable Spread.

36. "Derivatives Agreement" means any derivatives agreement between the Bank and a Loan Party (or any of its sub-sovereign entities) for the purpose of documenting and confirming one or more derivatives transactions between the Bank and such Loan Party (or any of its sub-sovereign entities), as such agreement may be amended from time to time. "Derivatives Agreement" includes all schedules, annexes and agreements supplemental to the Derivatives Agreement.

37. "Disbursed Amount" means, for each Interest Period, the aggregate principal amount of the Loan withdrawn from the Loan Account during such Interest Period.

38. "Disbursement-Linked Amortization Schedule" means an Amortization Schedule in which principal amount repayments are determined by reference to the date of disbursement and the Disbursed Amount and calculated as a portion of the Withdrawn Loan Balance, as specified in the Loan Agreement.

39. "Dollar", "$" and "USD" each means the lawful currency of the United States of America.

40. "Effective Date" means the date on which the Legal Agreements enter into effect pursuant to Section 9.03 (a).

41. "Effectiveness Deadline" means the date referred to in Section 9.04 after which the Legal Agreements shall terminate if they have not entered into effect as provided in that Section.

42. "Electronic Address" means the designation of a party that uniquely identifies a person within a defined Electronic Communications System for purposes of authenticating the dispatch and receipt of Electronic Documents.

43. "Electronic Communications System" means the collection of computers, servers, systems, equipment, network elements and other hardware and software used for the purposes of generating, sending, receiving or storing or otherwise processing Electronic Documents,

[6] Not available due to suspension of the Fixed Spread terms until further notice.

acceptable to the Bank and in accordance with any such additional instructions as the Bank may specify from time to time by notice to the Borrower.

44. "Electronic Document" means information contained in a Legal Agreement or a notice or request under a Legal Agreement that is transmitted by Electronic Means.

45. "Electronic Means" means the generation, sending, receiving, storing or otherwise processing of an Electronic Document by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange, electronic mail, telegram, telex or telecopy, acceptable to the Bank.

46. "Eligible Expenditure" means any use to which the Loan is put in support of the Program, other than to finance Excluded Expenditures.

47. "EURIBOR" means for any Interest Period, the EUR interbank offered rate for deposits in EUR for six months, expressed as a percentage per annum, that appears on the Relevant Rate Page at the customary publication time as specified by the EURIBOR benchmark administrator in the EURIBOR benchmark methodology, as reasonably determined by the Bank for the relevant Interest Period.

48. "Euro", "€" and "EUR" each means the lawful currency of the Euro Area.

49. "Euro Area" means the economic and monetary union of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.

50. "Execution Date" means, for a Conversion (or its early terminations), the date on which the Bank has undertaken all actions necessary to effect (or terminate) the Conversion, as reasonably determined by the Bank.

51. "Exposure Surcharge" means the surcharge at the rate established by the Bank in accordance with its policies, and periodically published by the Bank, which may be applicable to the Borrower pursuant to Section 3.01 (c).

52. "Excluded Expenditure" means any expenditure:

(a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Bank or the Association has financed or agreed to finance, or which the Bank or the Association has financed or agreed to finance under another loan, credit, or grant;

(b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Bank by notice to the Borrower:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

(c) for goods intended for a military or paramilitary purpose or for luxury consumption;

(d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party, and any other goods designated as environmentally hazardous by agreement between the Borrower and the Bank;

(e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and

(f) with respect to which the Bank determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Borrower or other recipient of the Loan proceeds, without the Borrower (or other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

53. "Fixed Rate" means a fixed rate of interest applicable to the amount of the Loan to which a Conversion applies, as determined by the Bank in accordance with the Conversion Guidelines and notified to the Borrower pursuant to Section 4.01 (c).[7]

54. "Fixed Reference Rate" means a fixed reference rate component of the interest applicable to the amount of the Loan to which a Conversion applies, as determined by the Bank in accordance with the Conversion Guidelines and notified to the Borrower pursuant to Section 4.01 (c).

55. "Fixed Spread" means the Bank's fixed spread for the Original Loan Currency established by the Bank in accordance with its policies in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Loan Agreement, expressed as a percentage per annum and as periodically published by the Bank; provided, that: (a) for purposes of determining the Default Interest Rate, pursuant to Section 3.02(e), that is applicable to an amount of the Withdrawn Loan Balance on which interest is payable at a Fixed Rate, the "Fixed Spread" means the Bank's fixed spread in effect at 12:01 a.m. Washington, D.C. time, one calendar day

[7] Interest Rate Conversions to Fixed Rate are not available (except for Special Development Policy Loans) due to the suspension of the Fixed Spread terms until further notice. Some rate fixing Currency Conversions are available, subject to the Conversion Guidelines.

prior to the date of the Loan Agreement, for the Currency of denomination of such amount; (b) for purposes of a Conversion of the Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread, and for purposes of fixing the Variable Spread pursuant to Section 4.02, "Fixed Spread" means the Bank's fixed spread for the Loan Currency as reasonably determined by the Bank on the Conversion Date; and (c) upon a Currency Conversion of all or any amount of the Unwithdrawn Loan Balance, the Fixed Spread shall be adjusted on the Execution Date in the manner specified in the Conversion Guidelines.[8]

56. "Front-end Fee" means the fee specified in the Loan Agreement for the purpose of Section 3.01 (a).

57. "Guarantee Agreement" means the agreement between the Member Country and the Bank providing for the guarantee of the Loan, as such agreement may be amended from time to time. "Guarantee Agreement" includes these General Conditions as applied to the Guarantee Agreement, and all appendices, schedules and agreements supplemental to the Guarantee Agreement.

58. "Guarantor" means the Member Country which is a party to the Guarantee Agreement.

59. "Guarantor's Representative" means the Guarantor's representative specified in the Loan Agreement for the purpose of Section 10.02.

60. "Installment Share" means the percentage of the total principal amount of the Loan payable on each Principal Payment Date as specified in a Commitment-linked Amortization Schedule.

61. "Interest Hedge Transaction" means, for an Interest Rate Conversion, one or more interest rate swap transactions entered into by the Bank with a Counterparty as of the Execution Date and in accordance with the Conversion Guidelines, in connection with the Interest Rate Conversion.

62. "Interest Period" means the initial period from and including the date of the Loan Agreement to but excluding the first Payment Date occurring thereafter, and after the initial period, each period from and including a Payment Date to but excluding the next following Payment Date.

63. "Interest Rate Cap" mean, with respect to all or any amount of the Withdrawn Loan Balance, a ceiling that sets an upper limit: (a) in respect of any portion of the Loan that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, for the Variable Rate[9]; or (b) in respect of any portion of the Loan that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, for the Reference Rate.

64. "Interest Rate Collar" means, with respect to all or any amount of the Withdrawn Loan Balance, a combination of a ceiling and a floor that sets an upper and a lower limit: (a) in respect of any portion of the Loan that accrues interest at a Variable Rate based on a Reference Rate and the

[8] Suspended until further notice.
[9] Not available (except for Special Policy Development Loans) due to the suspension of the Fixed Spread terms until further notice.

Fixed Spread, for the Variable Rate[10]; or (b) in respect of any portion of the Loan that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, for the Reference Rate.

65. "Interest Rate Conversion" means a change of the interest rate basis applicable to all or any amount of the Withdrawn Loan Balance: (a) from the Variable Rate to the Fixed Rate or vice versa;[11] (b) from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread;[12] (c) from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread or vice versa; or (d) Automatic Rate Fixing Conversion.

66. "Legal Agreement" means any of the Loan Agreement, the Guarantee Agreement, the Program Agreement, or the Subsidiary Agreement. "Legal Agreements" means collectively, all of such agreements.

67. "Lien" includes mortgages, pledges, charges, privileges and priorities of any kind.

68. "Loan" means the loan provided for in the Loan Agreement.

69. "Loan Account" means the account opened by the Bank in its books in the name of the Borrower to which the amount of the Loan is credited.

70. "Loan Agreement" means the loan agreement between the Bank and the Borrower providing for the Loan, as such agreement may be amended from time to time. "Loan Agreement" includes these General Conditions as applied to the Loan Agreement, and all appendices, schedules and agreements supplemental to the Loan Agreement.

71. "Loan Currency" means the Currency in which the Loan is denominated; provided that if the Loan Agreement provides for Conversions, "Loan Currency" means the Currency in which the Loan is denominated from time to time. If the Loan is denominated in more than one currency, "Loan Currency" refers separately to each of such Currencies.

72. "Loan Party" means the Borrower or the Guarantor. "Loan Parties" means collectively, the Borrower and the Guarantor.

73. "Loan Payment" means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any prepayment premium, any surcharge, any transaction fee for a Conversion or early termination of a Conversion, any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.

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[10] Not available (except for Special Policy Development Loans) due to the suspension of the Fixed Spread terms until further notice.
[11] Not available (except for Special Policy Development Loans) due to the suspension of the Fixed Spread terms until further notice.
[12] Not available due to the suspension of the Fixed Spread terms until further notice.

74. “Local Currency” means an Approved Currency that is not a major currency, as reasonably determined by the Bank.

75. “Maturity Fixing Date” means, for each Disbursed Amount, the first day of the Interest Period next following the Interest Period in which the Disbursed Amount is withdrawn.

76. “Member Country” means the member of the Bank which is the Borrower or the Guarantor.

77. “Member Guarantee” means a financial guarantee or credit enhancement provided by a member or members of the Bank, to the Bank in respect of a Loan for applicable Loan Payments. Member Guarantee excludes the guarantees provided by a Member Country to the Bank in respect of a Loan provided to a Borrower within such Member Country’s territory, where the Borrower is not the Member Country.

78. “Original Loan Currency” means the currency of denomination of the Loan as defined in Section 3.08.

79. “Payment Date” means each date specified in the Loan Agreement occurring on or after the date of the Loan Agreement on which interest and Commitment Charge are payable.

80. “Preparation Advance” means the advance referred to in the Loan Agreement and repayable in accordance with Section 2.05 (a).

81. “Principal Payment Date” means each date specified in the Loan Agreement on which all or any portion of the principal amount of the Loan is payable.

82. “Program” means the program referred to in the Loan Agreement in support of which the Loan is made.

83. “Program Agreement” means the agreement between the Bank and the Program Implementing Entity relating to the implementation of all or part of the Program, as such agreement may be amended from time to time. “Program Agreement” includes these General Conditions as applied to the Program Agreement, and all appendices, schedules and agreements supplemental to the Program Agreement.

84. “Program Implementing Entity” means a legal entity (other than the Borrower or the Guarantor) which is responsible for implementing all or a part of the Program and which is a party to the Program Agreement or the Subsidiary Agreement.

85. “Program Implementing Entity’s Representative” means the Program Implementing Entity’s representative specified in the Program Agreement for the purpose of Section 10.02 (a).

86. “Public Assets” means assets of the Member Country, of any of its political or administrative subdivisions and of any entity owned or controlled by, or operating for the account or benefit of, the Member Country or any such subdivision, including gold and foreign exchange assets held by any institution performing the functions of a central bank or exchange stabilization fund, or similar functions, for the Member Country.

87. “Reference Rate” means, for any Interest Period:

(a) (i) for USD, SOFR; (ii) for EUR, EURIBOR; (iii) for GBP, SONIA; and (iv) for JPY, TONA; provided that if the relevant Reference Rate is not available through the normal sources of information at the customary publication times in respect of the relevant Interest Period, the Bank shall reasonably determine such Reference Rate taking into account the prevailing market practice with respect to alternative methods for calculating the Reference Rate, their market representativeness and acceptability to the Bank for purposes of its asset and liability management, and notify the Borrower accordingly;

(b) if the Bank determines that (i) the Reference Rate for the relevant Loan Currency has permanently ceased to be quoted for such currency, or (ii) the Bank is no longer able, or it is no longer commercially acceptable for the Bank, to continue to use such Reference Rate, for purposes of its asset and liability management, such other comparable reference rate for the relevant currency, including any applicable spread, as the Bank shall determine, and notify to the Borrower pursuant to Section 3.02 (c); and

(c) for any currency other than USD, EUR or JPY: (i) such reference rate for the Original Loan Currency as shall be specified or referred to in the Loan Agreement; or (ii) in the case of a Currency Conversion to such other currency, such reference rate as shall be determined by the Bank in accordance with the Conversion Guidelines and notice thereof given to the Borrower in accordance with Section 4.01 (c).

88. “Relevant Rate Page” means the display page designated by an established financial market data provider selected by the Bank as the page for the purpose of displaying at customary publication times the Reference Rate (including any applicable spread to the relevant prior benchmark rate) for the Loan Currency.

89. “Respective Part of the Program” means, for the Borrower and for any Program Implementing Entity, the part of the Program specified in the Legal Agreements to be implemented by it.

90. “Screen Rate” means with respect to a Conversion, such rate as determined by the Bank on the Execution Date taking into account the applicable interest rate, or a component thereof, and market rates displayed by established information vendors in accordance with the Conversion Guidelines.

91. “SOFR” means for any Interest Period, the Secured Overnight Financing Rate (SOFR) for the relevant Interest Period (whether calculated on a term basis, or other basis designed to replicate a term structure, and which may include an applicable spread to the relevant prior benchmark rate), expressed as a percentage per annum, that appears on the Relevant Rate Page at customary publication times specified by the applicable benchmark administrator, as reasonably determined by the Bank for the relevant Interest Period.

92. “SONIA” means for any Interest Period, the Sterling Overnight Index Average (SONIA) rate for the relevant Interest Period (whether calculated on a term basis, or other basis designed to replicate a term structure, and which may include an applicable spread to the relevant prior benchmark rate), expressed as a percentage per annum, that appears on the Relevant Rate Page at customary publication times specified by the applicable benchmark administrator, as reasonably determined by the Bank for the relevant Interest Period.

93. “Standard Exposure Limit” means the standard limit on the Bank’s financial exposure to the Member Country, as determined from time to time by the Bank which, if exceeded, would subject the Borrower to the Exposure Surcharge pursuant to Section 3.01 (c).

94. “Sterling”, “£” or “GBP” each means the lawful currency of the United Kingdom.

95. “Subsidiary Agreement” means the agreement that the Borrower enters into with the Program Implementing Entity setting forth the respective obligations of the Borrower and the Program Implementing Entity with respect to the Program.

96. “Substitute Loan Currency” means the substitute currency of denomination of a Loan as defined in Section 3.08.

97. “Taxes” includes imposts, levies, fees and duties of any nature whether in effect at the date of the Legal Agreements or imposed after that date.

98. “TONA” means for any Interest Period, the Tokyo Overnight Average Rate (TONA) for the relevant Interest Period (whether calculated on a term basis, or other basis designed to replicate a term structure, and which may include an applicable spread to the relevant prior benchmark rate), expressed as a percentage per annum, that appears on the Relevant Rate Page at customary publication times specified by the applicable benchmark administrator, as reasonably determined by the Bank for the relevant Interest Period.

99. “Total Exposure” means, for any given day, the Bank’s total financial exposure to the Member Country, as reasonably determined by the Bank.

100. “Umpire” means the third arbitrator appointed pursuant to Section 8.04 (c).

101. “Unwinding Amount” means, for the early termination of a Conversion: (a) an amount payable by the Borrower to the Bank equal to the net aggregate amount payable by the Bank under transactions undertaken by the Bank to terminate the Conversion, or if no such transactions are undertaken, an amount determined by the Bank on the basis of the Screen Rate, to represent the equivalent of such net aggregate amount; or (b) an amount payable by the Bank to the Borrower equal to the net aggregate amount receivable by the Bank under transactions undertaken by the Bank to terminate the Conversion, or if no such transactions are undertaken, an amount determined by the Bank on the basis of the Screen Rate, to represent the equivalent of such net aggregate amount.

102. “Unwithdrawn Loan Balance” means the amount of the Loan remaining unwithdrawn from the Loan Account from time to time.

103. “Variable Rate” means: (a) a variable rate of interest equal to the sum of: (1) the Reference Rate for the Original Loan Currency; plus (2) the Variable Spread, if interest accrues at a rate based on the Variable Spread, or the Fixed Spread if interest accrues at a rate based on the Fixed Spread;[13] and (b) in case of a Conversion, such variable rate as determined by the Bank in

[13] Fixed Spread terms are suspended until further notice (except Special Development Policy Loans that have a separate fixed spread).

accordance with the Conversion Guidelines and notified to the Borrower pursuant to Section 4.01 (c).

104. “Variable Spread” means, for each Interest Period: (a) (1) the Bank’s standard lending spread for Loans established by the Bank in accordance with its policies in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Loan Agreement (including the maturity premium, if applicable); and (2) plus or minus the adjusted weighted average margin to the Reference Rate, for the relevant Interest Period, in respect of the Bank’s outstanding borrowings or portions thereof allocated by it to fund loans that carry interest at a rate based on the Variable Spread; as reasonably determined by the Bank, expressed as a percentage per annum and periodically published by the Bank; and (b) in case of Conversions, the variable spread, as applicable, as determined by the Bank in accordance with Conversion Guidelines and notified to the Borrower pursuant to Section 4.01(c). In the case of a Loan denominated in more than one Currency, “Variable Spread” applies separately to each of such Currencies.

105. “Withdrawn Loan Balance” means the amounts of the Loan withdrawn from the Loan Account and outstanding from time to time.

106. “Yen”, “¥” and “JPY” each means the lawful currency of Japan.

ATA APROVADA DE NEGOCIAÇÕES ENTRE

A REPÚBLICA FEDERATIVA DO BRASIL, A PREFEITURA DO RIO DE JANEIRO

E

O BANCO INTERNACIONAL PARA RECONSTRUÇÃO E DESENVOLVIMENTO (BIRD)

EM RELAÇÃO AO

EMPRÉSTIMO PARA POLÍTICA DE GESTÃO FISCAL E DESENVOLVIMENTO SUSTENTÁVEL DO RIO DE JANEIRO

(*Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II*)

5 de outubro de 2023

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1. **Introdução**. Negociações para uma proposta de empréstimo de cento e trinta e cinco milhões, duzentos e trinta e oito mil, duzentos e quarenta e cinco dólares (US$ 135.238.245,00) para o Empréstimo para Política de Gestão Fiscal e Desenvolvimento Sustentável do Rio de Janeiro (*Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro* – Etapa II) (o Programa) foram realizadas por videoconferência em 5 de outubro de 2023, entre representantes da (i) Prefeitura do Rio de Janeiro (o Tomador), incluindo representantes da Secretaria Municipal de Fazenda e Planejamento, SMFP, e Procuradoria-Geral do Município (PGM) (coletivamente, a "Delegação do Tomador"); (ii) a República Federativa do Brasil (o Garantidor), incluindo representantes da Procuradoria-Geral da Fazenda Nacional (PGFN/MF) e da Secretaria do Tesouro Nacional (STN/MF) do Ministério da Fazenda, e a Secretaria de Assuntos Internacionais e Desenvolvimento do Ministério do Planejamento e Orçamento (SEAID/MPO) (coletivamente, a "Delegação do Garantidor" e, juntamente com a Delegação do Tomador, a "Delegação Brasileira"); (iii) e o BIRD (a "Delegação do Banco Mundial") (coletivamente, "Delegações"). Os membros do Tomador, do Garantidor e das Delegações do Banco Mundial estão listados no Anexo 1 desta Ata. A chefe da Delegação do Garantidor, Viviane Vecchi Mendes Müller (SEAID), e a chefe da Delegação do Tomador, Andrea Riechert Senko (Secretaria de Fazenda e Planejamento, Município do Rio de Janeiro), confirmam e declaram que foram autorizados a assinar esta Ata em nome do Garantidor e do Tomador, respectivamente.

2. **Natureza Programática da Operação**. A Delegação do Banco Mundial explicou que, de acordo com as suas políticas, as operações de política de desenvolvimento que seguem uma abordagem programática consistem numa série de operações num quadro de médio prazo de ações políticas e institucionais. Este Programa é o segundo de uma Série Programática.

3. **Documentos Discutidos e aprovados**. As Delegações discutiram e chegaram a um acordo sobre as revisões necessárias dos seguintes documentos: (i) a minuta de Contrato de Empréstimo (CE) entre a Prefeitura do Rio de Janeiro e o Banco Mundial; (ii) a minuta de Contrato de Garantia (CG) entre a República Federativa do Brasil e o Banco Mundial; (iii) Planilha de Escolha de Empréstimo; (iv) o Cronograma de Amortização; e (v) o Documento do Programa (DP). A versão negociada dos documentos (i) a (iv) constam desta Ata como Anexos 2 a 5 (os "Documentos Negociados"). O DP está anexado a esta Ata como Anexo 6. A Delegação do Banco Mundial esclareceu que, como parte da preparação para apresentação e assinatura pelo Conselho, os Documentos Negociados serão revisados e poderão estar sujeitos a alterações de formatação e editoriais, conforme aplicável. Caso haja qualquer alteração substantiva nos Documentos Negociados, a Delegação Brasileira será notificada. Esta Ata registra e esclarece os principais entendimentos relativos aos Documentos Negociados e ao Programa.

4. **Documento do Programa**. O DP datado de 9 de agosto de 2023, acordado durante a avaliação entre o Banco e o Tomador, foi revisado pela Delegação do Tomador e pequenas alterações foram aprovadas durante as negociações. Durante os processos de autorização interna do Banco Mundial antes da aprovação do Conselho, poderão ser necessários ajustes adicionais para fins de consistência e clareza. Em caso de quaisquer alterações substanciais no DP, as Delegações do Tomador e do Garantidor serão notificadas.

Contrato de Empréstimo

5. **Condições de Vigência conforme as Condições Gerais**: com respeito ao disposto na Seção 9.02 das Condições Gerais, a Delegação do Tomador e a Delegação do Garantidor informaram a Delegação do Banco Mundial que apresentarão pareceres jurídicos satisfatórios ao Banco Mundial para confirmar que a CE e a CG são vinculativas de acordo com os seus termos, como uma Condição de Vigência para CE e CG, respectivamente.

6. **Escolha dos Termos Financeiros do Empréstimo**. Os termos financeiros do Empréstimo do Programa, conforme Planilha de Escolha do Empréstimo apresentada pelo Tomador (Anexo 4 desta Ata), estão resumidos na tabela abaixo. O Tomador confirmou que concorda com estes termos financeiros.

Produto Financeiro do BIRD	Empréstimo Flexível FDP do BIRD
Moeda e Valor	135.238.245,00 Dólares Americanos.
Taxa Inicial	Um quarto de um por cento (0,25%) do Valor do Empréstimo
Taxa de Compromisso	Um quarto de um por cento (0,25%) ao ano sobre o Saldo Não Sacado do Empréstimo. Acumula a partir de 60 dias após assinatura do empréstimo e pagamento devido duas vezes por ano.
Termos Financeiros	Spread Variável Carência de 1 ano e prazo total de 18,5 anos. Amortização do principal com início em 15 de março de 2025 e término em 15 de março de 2042. Termos válidos para aprovação do Conselho em 16 de novembro de 2023.
Sobretaxa de Limite de Tomador Único	Meio por cento (0,5%) ao ano do “Montante de Risco Excedente Alocado” para cada dia (“Sobretaxa de Risco”) pagável semestralmente no final de cada data de pagamento.

7. O Banco comprometeu-se a informar ao Garantidor, mediante solicitação, o Limite de Risco Padrão e o Risco Total aplicáveis ao País Membro, conforme o caso.

8. Cronograma de Amortização. O Tomador confirmou o Cronograma de Amortização anexo (Anexo 5 à presente Ata) e refletido no Cronograma 2 do CE. O Cronograma de Amortização é válido para uma data prevista para o Conselho em 16 de novembro de 2023. A Delegação do Banco Mundial explicou que um Cronograma de Amortização vinculado a um Compromisso significa um Cronograma de Amortização em que o prazo e o valor dos reembolsos do principal são determinados por referência à data de aprovação do Empréstimo pela Diretoria Executiva do Banco Mundial (data da Diretoria) e calculado como uma parte do Saldo do Empréstimo Sacado, conforme especificado no CE. A Delegação do Banco esclareceu ainda que caso haja uma alteração na Data do Conselho, o calendário de amortização (e por sua vez o CE) poderá necessitar de ser atualizado e o Tomador e o Garantidor serão informados em conformidade. Os termos financeiros revisados seriam acordados por todas as partes, também por e-mail, posteriormente uma emenda a esta Ata seria assinado e distribuído.

9. **Desembolso de Recursos do Empréstimo**. As condições de desembolso do Programa foram discutidas e acordadas conforme indicado na Seção II.C. do Anexo 1 para o CE A fim de facilitar o cumprimento da legislação brasileira, as Delegações concordaram e refletiram no CE que o Tomador poderá solicitar apenas um desembolso dos recursos do Empréstimo.

10. **Moeda de desembolso**. O Tomador decidiu que os recursos do empréstimo fossem desembolsados em reais para uma conta aberta pela Prefeitura na agência do Banco do Brasil no Rio de Janeiro, naquela moeda.

11. **Vigência**. O prazo para a vigência previsto no Artigo 5.02 do CE é de 120 dias após a Data de Assinatura do CE. Os acordos legais para um Empréstimo do Banco Mundial terminam se as condições para a sua vigência não forem cumpridas no prazo especificado no CE. Se este prazo precisar ser prorrogado, o Tomador solicitará uma prorrogação à consideração do Banco. Quando se justifique, o Banco poderá decidir prorrogar o prazo de vigência; para projetos do FDP, o prazo não pode ser prorrogado além de doze (12) meses após a aprovação do Empréstimo do Banco (atualmente planejado para 16 de novembro de 2023). Considerando as exigências do Tesouro Nacional, o representante da PGFN da Delegação Fiadora solicitou que, antes da Data de Assinatura, o Banco confirme que as Condições Adicionais de Vigência estão substancialmente atendidas.

12. **Evidências Legais**. Todas as evidências que apoiam as Ações Prévias listadas no CE foram recebidas e consideradas aceitáveis.

13. **Prazo Final do Empréstimo**. O Prazo Final do Empréstimo é 31 de dezembro de 2024. Qualquer prorrogação do Prazo Final ou quaisquer alterações no Contrato de Empréstimo exigiriam a aprovação prévia do Garantidor, conforme refletido no Ce.

14. **Comitê Estatutário**. De acordo com o Artigo III, Seção 4 (iii) do Convênio Constitutivo do Banco Mundial, um projeto proposto para ser financiado ou garantido pelo Banco Mundial deverá ser acompanhado de um relatório/recomendação (“relatório do Comitê Estatutário”) a ser emitido por uma comissão competente (“Comissão Estatutária”), cujos membros incluirão um perito escolhido pelo Governador que represente o membro em cujo território se situa a operação em questão. O Governador do Garantidor, por ofício datado de 8 de novembro de 2014, confirmou que o funcionário do Garantidor que assina esta Ata em nome do Garantidor será considerado perito da República Federativa do Brasil no Comitê Estatutário, e que a assinatura do referido funcionário da ata será considerada como assinatura do Relatório do Comitê Estatutário. A Delegação do Garantidor confirmou que Procuradoria-Geral da Fazenda Nacional do Ministério da Fazenda (PGFN/MF) foi designado para assinar esta Ata de Negociação no que diz respeito ao financiamento desta Operação.

15. **Carta de Política de Desenvolvimento**. A Delegação do Tomador apresentou ao Banco Mundial a Carta de Política de Desenvolvimento assinada pelo Prefeito do Município do Rio de Janeiro, datada de 7 de julho de 2023, para ser incluída no DP distribuído para discussão do Conselho. O Banco Mundial concordou com a Carta de Política de Desenvolvimento e reconheceu que a carta reflete de forma precisa e fiel o compromisso do Tomador com as políticas apoiadas pelo Programa.

16. **Acesso à informação**. O Documento do Programa foi revisado e será atualizado, conforme aplicável, para levar em conta comentários e observações feitas durante as negociações. De acordo com a Política do Banco Mundial sobre Acesso à Informação, o Banco Mundial divulgará o DP, os acordos legais relacionados e outras informações relacionadas ao Programa, incluindo quaisquer cartas suplementares, assim que a operação for aprovada pelo Conselho de Administração do Banco Mundial.

17. **Aceitação de Documentos Negociados**. A Delegação do Tomador e a Delegação do Garantidor confirmaram sua aprovação dos acordos legais negociados, documentos relacionados e esta Ata, que constituem o acordo total e final do Tomador e do Garantidor com os documentos acima mencionados. Nenhuma confirmação adicional neste momento ou prova de aceitação destes documentos é necessária para a submissão do Programa proposto à consideração do Conselho de Administração do Banco Mundial.

18. **Alterações ao Contrato de Empréstimo**. A Delegação do Garantidor explicou que quaisquer alterações ao Contrato de Empréstimo negociado exigiriam a aprovação prévia do Garantidor, em conformidade com o quadro jurídico aplicável do Garantidor.

19. **Assinatura de Documentos Legais**. A Delegação do Banco explicou que a partir de 1º de julho de 2023, o Banco migrou para o uso de assinaturas eletrônicas (assinaturas-e) como modalidade padrão para assinar todos os acordos de financiamento do BIRD celebrados com o Banco, onde tanto o Banco quanto o Tomador assinam eletronicamente via DocuSign. A Delegação do Tomador e a Delegação do Garantidor manifestaram a sua disponibilidade para assinar eletronicamente os Contratos Legais.

20. **Próximas Etapas.** (a) A Delegação do Banco Mundial informou que a operação proposta deverá ser submetida ao seu Conselho de Administração para consideração em 16 de novembro de 2023; (b) paralelamente à aprovação do Conselho do Banco Mundial, o Tomador agilizará as etapas processuais e administrativas necessárias para apresentar o Programa ao Senado Brasileiro para aprovação e posterior assinatura do CE e do CG. Caso haja uma alteração na Data do Conselho, o Banco Mundial informará o Tomador e o Garantidor em conformidade.

Daniel Maniezo Barboza Secretário do Tesouro Nacional (STN/MF)	Andrea Riechert Senko Andrea Riechert Senko Secretária de Fazenda e Planejamento, Prefeitura do Rio de Janeiro
Suely Dib de Sousa e Silva Suely Dib Procuradora Geral da Fazenda Nacional (PGFN/MF)	Viviane Vecchi Mendes Müller Coordenadora Geral de Financiamento Externo (SEAID/MPO)

Ana Waksberg Guerrini

Ana Waksberg Guerrini
TTL e Economista de Transportes Sênior (Banco Mundial)

Lista de Anexos:

Anexo 1: Membros das Delegações do Tomador, do Garantidor e do Banco Mundial
Anexo 2: Contrato Legal Negociado

Anexo 3: Contrato de Garantia Negociado
Anexo 4: Planilha de Escolha de Empréstimo
Anexo 5: Cronograma de Amortização
Anexo 6: Documento do Programa

Anexo 1

Membros da Delegação do Tomador

Andrea Riechert Senko, Secretária Municipal de Fazenda e Planejamento
Antonio Carlos de Sá, Procurador
Jorge Farah, Secretaria Municipal de Fazenda e Planejamento
Eliane Totti, Secretaria Municipal de Fazenda e Planejamento
Sandra Lo Fiego, Secretaria Municipal de Fazenda e Planejamento
Jorge Farah, Secretaria Municipal de Fazenda e Planejamento

Membros da Delegação do Garantidor

Anael Aymoré Jacob, Especialista em Políticas Públicas e Gestão Governamental - SEAID/MPO
Daniel Maniezo Barboza, Auditor Federal de Finanças e Controle, STN – Ministério da Fazenda
Fabiana Matsuo Nomura, Chefe da Divisão de Acompanhamento de Projetos, SEAID – Ministério do Planejamento e Orçamento
Suely Dib, Procuradora da Fazenda Nacional, PGFN – Ministério da Fazenda
Viviane Vecchi Mendes Müller, Coordenadora Geral de Financiamento Externo, SEAID – Ministério do Planejamento e Orçamento

Membros da Delegação do Banco Mundial

Aiga Stokenberga, Líder da Equipe Operacional (TTL, por sua sigla em inglês) e Economista de Transportes Sênior, Transportes
Ana Waksberg Guerrini, Líder da Equipe de Tarefas e Economista de Transportes Sênior, Transportes
Diogo Tavares, Advogado
Ellen Emerich Carulli, Consultora, Transporte
Fabiano Colbano, Líder da Equipe de Tarefas e Economista, Macroeconomia, Comércio e Investimentos
José Janeiro, Diretor Financeiro Sênior
Natasha Pereira Wiedmann, Advogada
Patrícia Marrero, Assistente de Programa
Susana Amaral, Especialista em Gestão Financeira Sênior
Tania Lettieri, Diretora de Operações Sênior
Tais Fonseca de Medeiros, Especialista em Transportes, Transportes
Patricia Marrero, Assistente de Programa

CONFIDENCIAL
(NEGOCIADO)
5 de outubro de 2023

NÚMERO DO EMPRÉSTIMO _-_

Contrato de Empréstimo

(Empréstimo para Política de Gestão Fiscal e Desenvolvimento Sustentável do Rio de Janeiro)
(*Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II – Rio de Janeiro Sustentável*)

entre

A PREFEITURA DO RIO DE JANEIRO

e

BANCO INTERNACIONAL PARA RECONSTRUÇÃO E DESENVOLVIMENTO

CONTRATO DE EMPRÉSTIMO

CONTRATO datado desde a Data de Assinatura entre o MUNICÍPIO DO RIO DE JANEIRO (“Tomador”) e o BANCO INTERNACIONAL PARA RECONSTRUÇÃO E DESENVOLVIMENTO (“Banco”) com a finalidade de fornecer financiamento em apoio ao Programa (conforme definido no Apêndice deste Contrato).

CONSIDERANDO QUE (A) o Banco decidiu conceder este financiamento com base, inter alia:
(1) nas ações que o Tomador já tomou no âmbito do Programa e que estão descritas na Seção I do Anexo 1 deste Contrato; (2) na manutenção por parte do Garantidor de um quadro de política macroeconómica adequado; e (3) na manutenção pelo Tomador de: (i) um programa de despesas adequado; (ii) dívida sustentável; e (iii) acordos fiscais adequados com o Garantidor.

CONSIDERANDO QUE (B) o Tomador informou ao Banco que, mediante depósito pelo Banco dos recursos do Empréstimo (nos termos estabelecidos na Seção II do Anexo 1 deste Contrato, para fins de apoio ao Programa e em conformidade com o Decreto Legislativo Nº 1.587, de 3 de novembro de 2022), em uma conta a ser designada pelo Tomador, o Tomador irá: (i) fortalecer a gestão fiscal do Tomador para melhorar a sustentabilidade fiscal a médio prazo; e (ii) acelerar a transição para um desenvolvimento urbano com baixa emissão de gás carbônico, resiliente às alterações climáticas e inclusivo.

O Tomador e o Banco, pelo presente instrumento, acordaram no seguinte:

ARTIGO I — CONDIÇÕES GERAIS; DEFINIÇÕES

1.01. As Condições Gerais (conforme definidas no Apêndice deste Contrato) aplicam-se e fazem parte deste Contrato.

1.02. A menos que o contexto exija o contrário, os termos em letras maiúsculas utilizados neste Contrato têm os significados que lhes são atribuídos nas Condições Gerais ou no Apêndice deste Contrato.

ARTIGO II — EMPRÉSTIMO

2.01. O Banco concorda em emprestar ao Tomador o montante de cento e trinta e cinco milhões duzentos e trinta e oito mil duzentos e quarenta e cinco dólares (US$ 135.238.245), tal montante pode ser convertido de tempos em tempos através de uma Conversão de Moeda ("Empréstimo").

2.02. A Taxa Inicial é de um quarto de um por cento (0,25%) do valor do Empréstimo.

2.03. A Taxa de Compromisso é de um quarto de um por cento (0,25%) ao ano sobre o Saldo do Empréstimo Não Sacado.

2.04. A taxa de juros é a Taxa de Referência mais o Spread Variável ou a taxa que possa ser aplicada após uma Conversão; sujeito à Seção 3.02(e) das Condições Gerais.

2.05. As Datas de Pagamento são 15 de março e 15 de setembro de cada ano.

2.06. O valor principal do Empréstimo será reembolsado de acordo com o Anexo 2 deste Contrato.

2.07. Sem limitação às disposições da Seção 5.05 das Condições Gerais, o Tomador fornecerá prontamente ao Banco as informações relativas às disposições deste Artigo II que o Banco possa, de tempos em tempos, razoavelmente solicitar.

2.08. O Tomador poderá solicitar as Conversões dos termos do Empréstimo, em cada caso com a prévia não objeção do Garantidor, por meio de sua Secretaria do Tesouro Nacional do Ministério da Fazenda do Garantidor.

ARTIGO III — PROGRAMA

3.01. O Tomador declara seu compromisso com o Programa e sua implementação. Para este efeito, e na sequência da Secção 5.05 das Condições Gerais:

(a) o Tomador e o Banco deverão, periodicamente, a pedido de qualquer uma das partes, trocar opiniões sobre: (i) o quadro de política macroeconómica do Garantidor; (ii) a manutenção por parte do Tomador de um programa de despesas adequado, dívida sustentável e acordos fiscais adequados com o Garantidor; (iii) e os avanços alcançados na execução do Programa;

(b) antes de cada troca de opiniões, o Tomador fornecerá ao Banco, para análise e comentários, um relatório sobre o progresso alcançado na execução do Programa, com os detalhes que o Banco razoavelmente solicitar; e

(c) sem limitação aos parágrafos (a) e (b) desta Seção, o Tomador informará imediatamente o Banco sobre qualquer situação que possa ter o efeito de reverter materialmente os objetivos do Programa ou qualquer ação tomada no âmbito do Programa, incluindo qualquer ação especificada na Seção I do Anexo 1 deste Contrato.

ARTIGO IV — RECURSOS DO BANCO

4.01. Os Eventos Adicionais de Suspensão consistem no seguinte

(a) uma situação surgiu que pode tornar improvável a execução do Programa, ou de uma parte significativa do mesmo; e

(b) uma ação foi tomada ou uma política foi adotada pelo Tomador para reverter qualquer ação ou política no âmbito do Programa, incluindo qualquer ação listada na Seção I do Anexo 1 deste Contrato.

4.02. Os Eventos Adicionais de Aceleração consistem no seguinte, ou seja, que o evento especificado na Seção 4.01(b) deste Contrato ocorra e continue por um período de noventa (90) dias após a notificação do evento ter sido dada pelo Banco ao Tomador.

ARTIGO V — VIGÊNCIA; TÉRMINO

5.01. As Condições Adicionais de Vigência consistem no seguinte:

(a) O Banco está satisfeito com o progresso alcançado pelo Tomador na execução do Programa e com a adequação do quadro de política macroeconómica do Garantidor; e

(b) O Banco está satisfeito com a manutenção por parte do Tomador de um programa de despesas adequado, dívida sustentável e acordos fiscais adequados com o Garantidor.

5.02. O Prazo de Vigência é a data 120 (cento e vinte) dias após a Data de Assinatura.

ARTIGO VI — REPRESENTANTE; ENDEREÇOS

6.01. O Representante do Tomador é o seu prefeito.

6.02. Para fins da Seção 10.01 das Condições Gerais: (a) o endereço do Tomador é:

(a) o endereço do Tomador é:

Prefeitura da Cidade do Rio de Janeiro
Rua Afonso Cavalcanti, 455, 13° andar, Cidade Nova
20211-110 Rio de Janeiro, RJ
Brasil;

Com cópia para:

Secretaria de Assuntos Internacionais e Desenvolvimento - SEAID
do Planejamento e Orçamento
Esplanada dos Ministérios Bloco K-5º 8º andar
70040-906 Brasília, DF
Brasil

(a) o Endereço eletrônico do Tomador é:
E-mail:
gabinetedoprefeito@rio.rj.gov.br
eduardopaesassinaturadigital@gmail.com
ddartora@smf.rio.rj.gov.br
jedmundo@smf.rio.rj.gov.br

Com cópia para:
cofiex@economia.gov.br;

6.03. Para efeitos da Secção 10.01 das Condições Gerais: (a) o endereço do Banco é:

Banco Internacional para Reconstrução e Desenvolvimento
1818 H Street, N.W.
Washington, DC 20433
Estados Unidos da América; e

(b) o Endereço Eletrônico do Banco é:

Telex:	Fax:	E-mail:
248423(MCI) ou 64145(MCI)	1-202-477-6391	jzutt@worldbank.org

ACORDADO na Data de Assinatura.

PREFEITURA DO RIO DE JANEIRO

Por

____
Representante Autorizado

Nome: __________________________

Cargo: ________________________

Data: __________________________

BANCO INTERNACIONAL PARA RECONSTRUÇÃO E DESENVOLVIMENTO

Por

____
Representante Autorizado
Nome: __________________________

Cargo: ________________________

Data: __________________________

ANEXO 1

Ações do Programa; Disponibilidade dos Recursos do Empréstimo

Seção I. **Ações no âmbito do Programa**

As ações tomadas pelo Tomador no âmbito do Programa incluem o seguinte:

Pilar I – Fortalecer a Gestão Fiscal do Tomador para Melhorar a Sustentabilidade Fiscal a Médio Prazo

1. Para melhorar a sua responsabilidade fiscal e aumentar a transparência, eficácia e eficiência das suas políticas e programas, o Tomador adotou o IA-CM para fortalecer as capacidades de auditoria interna do CGM, conforme evidenciado pela Portaria nº CGM-RIO 9, datada de 6 de julho de 2023, publicada no Diário Oficial do Tomador em 7 de julho de 2023, que aprovou o Estatuto da unidade de auditoria interna da CGM.

2. Para promover o desenvolvimento de uma economia com baixa emissão de carbono, o Tomador forneceu incentivos fiscais aos contribuintes e às atividades empresariais relacionados ao mercado de crédito de carbono, conforme evidenciado pela Lei Municipal nº 7.907, de 12 de junho de 2023, publicada no Diário Oficial do Tomador no dia 13 de junho de 2023.

3. Para permitir operações simplificadas e auditoria mais eficiente do sistema de concessão de pensões públicas municipais, o Tomador unificou a gestão de registros, processamento, concessão e revisão de benefícios de pensões públicas municipais, conforme evidenciado pelo (a) Decreto nº 51.107, de 12 de julho de 2022, publicado no Diário Oficial do Tomador em 13 de julho de 2022; (b) Portaria PREVI-Rio nº 1.045, de 15 de agosto de 2022, publicada no Diário Oficial do Tomador em 15 de agosto de 2022; (c) Portaria PREVI-Rio nº 1.051, de 16 de fevereiro de 2023, publicada no Diário Oficial do Tomador em 23 de fevereiro de 2023, e (d) Portaria PREVI-Rio nº 1.053, de 28 de abril de 2023, publicada no Diário Oficial do Tomador em 2 de maio de 2023.

Pilar II - Acelerar a Transição para um Desenvolvimento Urbano Inclusivo, de Baixa Emissão de Carbono e Resiliente ao Clima

4. Para promover um setor de ônibus mais competitivo e de baixa emissão de carbono, o Tomador tomou medidas para separar a operação de ônibus do fornecimento de frota no sistema BRT e fornecer um modelo de remuneração baseado no desempenho, conforme evidenciado pelo (a) Decreto nº 116 , de 30 de março de 2023, publicado no Diário Oficial do Tomador em 31 de março de 2023; e (b) Edital de Licitação SMTR nº 01/2023, de 31 de março de 2023, publicado no Diário Oficial do Tomador em 4 de abril de 2023.

5. Para aumentar o acesso e a acessibilidade ao transporte público para a população de baixa renda, o Tomador (i) expandiu a integração de bilhetes de diferentes modalidades de transporte público

em um bilhete municipal único; e (ii) regulamentou o serviço complementar de transporte em assentamentos informais para estabelecer padrões de qualidade e segurança, bem como tarifas limitadas e novos validadores que permitam pagamentos digitais e integração de políticas tarifárias baseadas em dados, conforme evidenciado pelo (a) Decreto nº 52.134, de março 9 de março de 2023, publicado no Diário Oficial do Tomador em 10 de março de 2023; (b) Decreto nº 52.237, de 28 de março de 2023, publicado no Diário Oficial do Tomador em 29 de março de 2023; e (c) Decreto nº 52.095, de 3 de março de 2023, publicado no Diário Oficial do Tomador em 6 de março de 2023.

6. Para permitir que mulheres sobreviventes de violência doméstica tenham acesso aos serviços de referência da *Rede Especializada para Combate à Violência Doméstica contra Mulheres*, o Tomador fortaleceu o "Cartão Move Mulher", conforme comprova a Lei nº 7.430, de 23 de junho de 2022, publicada no Diário Oficial do Tomador em 24 de junho de 2022.

7. Para expandir a mobilidade de baixa emissão de carbono no MRJ e conectar as áreas de baixa renda da cidade, o Tomador (i) regulamentou a Rede Ciclística e adotou o Plano Municipal de Ciclovias que estabelece requisitos, responsabilidades e um quadro de responsabilização para expandir e consolidar sua implementação, e (ii) estabeleceu o Plano de Segurança Viária, com metas de redução de fatalidades no trânsito, requisitos para redução de velocidade e intervenções físicas, e a criação de um Comitê Permanente de Segurança Viária, conforme evidenciado pelo (a) Decreto Municipal nº 52.132 , de 9 de março de 2023, publicado no Diário Oficial do Tomador em 9 de março de 2023; e (b) Decreto Municipal nº 52.554, de 22 de maio de 2023, publicado no Diário Oficial do Tomador em 23 de maio de 2023.

8. Para fortalecer ainda mais a transformação verde do Distrito de Baixas Emissões, o Tomador estabeleceu uma estrutura de governança entre secretarias e outras instituições relevantes, permitindo a renovação do espaço público com foco na mobilidade eletrônica, infraestrutura de baixa emissão de carbono e resiliente ao clima , arborização urbana e redução de emissões veiculares, e sistema de M&A de emissões de GEE, conforme evidenciado pelo Decreto Municipal nº 51.047, de 28 de junho de 2022, publicado no Diário Oficial do Tomador em 29 de junho de 2022.

Seção II. Disponibilidade de Recursos do Empréstimo

A. **Geral**. O Tomador poderá sacar os recursos do Empréstimo de acordo com as disposições desta Seção e com as instruções adicionais que o Banco possa especificar mediante notificação ao Tomador.

B. **Alocação de Montantes do Empréstimo**. O Empréstimo é alocado em: (a) um único tranche de crédito, da qual o Tomador estará autorizado a fazer apenas uma retirada dos recursos do Empréstimo; e (b) os valores solicitados pelo Tomador para pagar a Taxa Inicial. A alocação dos Valores do Empréstimo para esse fim consta da tabela abaixo:

Alocações	**Montante do Empréstimo Alocado (expressado em *USD*)**
(1) Único Tranche de Crédito	134.900.149,38
(2) Taxa Inicial	338.095,62
MONTANTE TOTAL	135.238.245,00

C. Condições de Liberação da Tranche de Crédito.

1. Nenhum saque será feito do Único Tranche de Crédito, a menos que o Banco esteja satisfeito: (a) com a execução do Programa pelo Tomador; (b) com a adequação do quadro de política macroeconómica do Garantidor; e (c) que o Tomador mantém um programa de despesas adequado, uma dívida sustentável e acordos fiscais adequados com o Garantidor.

2. Não obstante o disposto nas Secções 2.02 das Condições Gerais, o Tomador fornecerá ao Banco, em apoio do pedido de saque, prova de que o Garantidor certificou que (i) o *Plano de Promoção do Equilíbrio Fiscal* do Tomador permanece em vigor e ; (ii) o Garantidor esteja satisfeito com todos os requisitos legais para que o pedido de saque seja apresentado.

D. Depósito de Montantes do Empréstimo.

1. Sem prejuízo do disposto na Secção 2.03 das Condições Gerais:

(a) o Tomador abrirá, antes de fornecer ao Banco o primeiro pedido de saque da Conta do Empréstimo, e posteriormente manterá uma conta dedicada em Reais em termos e condições satisfatórios ao Banco ("Conta Dedicada em Moeda Local"); e

(b) todos os saques da Conta de Empréstimo serão depositados pelo Banco na Conta Dedicada em Moeda Local.

2. O Tomador, no prazo de trinta (30) dias após o saque do Empréstimo da Conta do Empréstimo, deverá reportar ao Banco: (a) a quantia exata recebida na Conta Dedicada em Moeda Local; e (b) o registro de que o referido montante exato foi contabilizado nos sistemas de gestão orçamentária do Tomador.

F. **Prazo Final.** O Prazo Final é 31 de dezembro de 2024. O Banco poderá conceder uma prorrogação do Prazo Final somente após o Ministério da Fazenda do Garantidor ter informado o Banco de que concorda com tal prorrogação.

ANEXO 2

Cronograma de Reembolso de Amortização Vinculado a Compromissos

A tabela a seguir estabelece as Datas de Pagamento do Principal do Empréstimo e a porcentagem do valor total do principal do Empréstimo a pagar em cada Data de Pagamento do Principal ("Porcentagem Parcela").

Reembolso do Principal

Data Pagamento Principal	Porcentagem Parcela
Em cada 15 de março e 15 de setembro a partir de 15 de março de 2025 até 15 de setembro de 2041	2,86%
Em 15 de março de 2042	2,76%

APÊNDICE

Seção I. Definições

1. "BRL" significa reais brasileiro.

2. "BRT" significa Bus Rapid Transit.

3. "CGM" significa a Controladoria Geral do Município do Rio de Janeiro.

4. "Condições Gerais" significa "as Condições Gerais do Banco Internacional para Reconstrução e Desenvolvimento para Financiamento do IBRD, Financiamento de Políticas de Desenvolvimento", de 14 de dezembro de 2018 (última revisão em 15 de julho de 2023).

5. "GEE" significa Gases de Efeito Estufa.

6. "IA-CM" significa o Modelo de Capacidade de Auditoria Interna desenvolvido pelo Instituto Global de Auditores Internos.

7. "Conta Dedicada em Moeda Local" significa a conta referida na Parte E.1(b) da Seção II do Anexo 1 deste Contrato.

8. "Distrito de Baixas Emissões" significa uma área delimitada de 2,3 quilômetros quadrados destinada à implementação de ações de redução de emissões de gases de efeito estufa, conforme estabelecido pela Lei Complementar Municipal No. 229, de 14 de julho de 2021, e ainda regulamentada pelo Decreto Municipal No. 51.047, de 28 de junho de 2022.

9. "M&E" significa monitorização e avaliação.

10. "MPE" significa Ministério Público do Estado do Rio de Janeiro.

11. "Plano Municipal de Ciclovias" significa o plano de expansão cicloviária – *CicloRio*, que complementa e detalha o planejamento, implementação e avaliação da infraestrutura para a implementação da RMB, criada pelo Decreto Municipal No. 52,132, de 9 de março de 2023, publicado no Diário Oficial do Tomador no dia 9 de março de 2023.

12. "PCRJ" significa a Prefeitura da Cidade do Rio de Janeiro.

13. "Plano de Promoção do Equilíbrio Fiscal" o plano do Garantidor para a recuperação da qualidade fiscal e creditícia dos entes subnacionais, estabelecendo o conjunto de metas e compromissos acordados entre o Garantidor e cada ente subnacional aderente ao plano, estabelecido pela Lei No. 178 de 13 de janeiro de 2021.

14. “PREVI-Rio” significa o Instituto de Previdência e Assistência do Rio de Janeiro.

15. “Programa” significa: o programa de objetivos, políticas e ações estabelecidos ou referidos na carta de 7 de julho de 2023, do Tomador ao Banco, declarando o compromisso do Tomador com a execução do Programa e solicitando assistência do Banco em apoio ao Programa durante a sua execução e compreendendo ações tomadas, incluindo aquelas estabelecidas na Seção I do Anexo 1 deste Acordo, e ações a serem tomadas consistentes com os objetivos do programa.

16. “Secretarias” significa a Secretaria Municipal de Fazenda e Planejamento, a Secretaria Municipal de Planejamento Urbano, a Secretaria Municipal de Meio Ambiente da Cidade, a Secretaria Municipal de Infraestrutura. (Secretaria Municipal de Infraestrutura - SMI), Secretaria Municipal de Educação (Secretaria Municipal de Educação – SME) e SMTR.

17. “Data de Assinatura” significa a última das duas datas em que o Tomador e o Banco assinaram este Contrato, e tal definição se aplica a todas as referências à “data do Contrato de Empréstimo” nas Condições Gerais.

18. “Único Tranche de Crédito” significa o valor do Empréstimo alocado à categoria intitulada “Único Tranche de Crédito” na tabela estabelecida na Parte B da Seção II do Anexo 1 deste Contrato.

19. “SMTR” significa a Secretaria Municipal de Transportes do Município do Rio de Janeiro.

20. “Rede Especializada de Combate à Violência contra as Mulheres” significa a ação articulada entre diferentes instituições e a comunidade com o objetivo de desenvolver estratégias e políticas de prevenção eficazes que garantam o empoderamento e a construção da autonomia das mulheres, o respeito pelos seus direitos humanos, a responsabilização de agressores e assistência qualificada às mulheres em situação de violência. A rede é composta por órgãos e instituições governamentais e não governamentais; serviços e programas destinados a responsabilizar os perpetradores; universidades; autoridades federais, estaduais e municipais responsáveis pela garantia de direitos (moradia, educação, trabalho, seguridade social, cultura); e serviços de atendimento especializado e não especializado às mulheres em situação de violência.

Eu, abaixo assinada, Tradutora Pública e Intérprete Comercial, certifico e atesto, para os devidos fins, que nesta data me foi apresentado um documento redigido em idioma Inglês, que passo a traduzir para o vernáculo no seguinte teor:

Política

Condições Gerais para Empréstimos BIRD

Designação da Política de Acesso do Banco a Informação
Público

Catálogo Nº

Emitido

Vigência
12 de março de 2012

Afastado
27 de julho de 2017

Conteúdo

Aplicável a

Emissor
Conselho de Administração

Responsável

Banco Internacional para Reconstrução e Desenvolvimento

Condições Gerais para Empréstimos

Datado de 12 de março de 2012

Índice

CLÁUSULA I

Disposições Introdutórias

Subcláusula 1.01. *Aplicação das Condições Gerais*

Estas Condições Gerais estabelecem determinados termos e condições geralmente aplicáveis ao Contrato de Empréstimo e a qualquer outro Contrato Legal. Eles se aplicam na medida em que o Contrato Legal assim o prevê. Se o Contrato de Empréstimo for entre o País Membro e o Banco, referências nestas Condições Gerais ao Garantidor e ao Contrato de Garantia serão desconsideradas. Se não houver Contrato de Projeto entre o Banco e uma Entidade Implementadora do Projeto, referências nestas Condições Gerais à Entidade Implementadora do Projeto e ao Contrato de Projeto serão desconsideradas.

Subcláusula 1.02. *Inconsistência com Contratos Legais*

Se qualquer disposição de qualquer Contrato Legal for inconsistente com uma provisão destas Condições Gerais, a disposição do Contrato Legal prevalecerá.

Subcláusula 1.03. *Definições*

Sempre que usados nestas Condições Gerais ou nos Contratos Legais (exceto quando disposto de outra forma nos Contratos Legais), os termos estabelecidos no Apêndice têm os significados que lhes são atribuídos no Apêndice.

Subcláusula 1.04. *Referências; Títulos*

Referências nestas Condições Gerais a Cláusulas, Subcláusulas e Apêndice referem-se a Cláusulas e Subcláusulas e Apêndice destas Condições Gerais. Os títulos das Cláusulas, Subcláusulas e Apêndice e do Índice são inseridos nestas Condições Gerais apenas para referência e não serão levados em consideração na interpretação destas Condições Gerais.

CLÁUSULA II

Saques

Subcláusula 2.01. *Conta do Empréstimo; Saques em Geral; Moeda do Saque*

(a) O Banco creditará o montante do Empréstimo na Conta do Empréstimo na Moeda do Empréstimo. Se o Empréstimo for expresso em mais de uma moeda, o Banco dividirá a Conta do Empréstimo em diversas subcontas, uma para cada Moeda do Empréstimo.

(b) O Tomador poderá, de tempos em tempos, solicitar saques de valores do Empréstimo da Conta do Empréstimo, de acordo com as disposições do Contrato de Empréstimo e destas Condições Gerais.

(c) Cada saque de um montante do Empréstimo da Conta do Empréstimo será feito na Moeda do Empréstimo de tal valor. O Banco deverá, a pedido e atuando como um agente do Tomador, e nos termos e condições que o Banco determinar, comprar com a Moeda do Empréstimo retirada da Conta do Empréstimo as Moedas que o Tomador razoavelmente solicitar para honrar os pagamentos de Despesas Elegíveis.

Subcláusula 2.02. *Compromisso Especial do Banco*

Mediante solicitação do Tomador e nos termos e condições acordados entre o Banco e o Tomador, o Banco poderá celebrar compromissos especiais por escrito para pagar valores por Despesas Elegíveis, não obstante qualquer suspensão ou cancelamento subsequente pelo Banco ou pelo Tomador ("Compromisso Especial").

Subcláusula 2.03. *Solicitações de Saque ou Compromisso Especial*

(a) Quando o Tomador quiser solicitar um saque da Conta do Empréstimo ou solicitar ao Banco a celebração de um Compromisso Especial, o Tomador deverá entregar ao Banco uma solicitação por escrito na forma e substância que o Banco solicitar, de forma cabível. Solicitações de saque, incluindo a documentação necessária de acordo com esta Cláusula, deverão ser feitas imediatamente com relação a Despesas Elegíveis.

(b) O Tomador deverá fornecer ao Banco evidência satisfatória para o Banco da alçada da pessoa ou pessoas autorizadas a assinar tais solicitações e o exemplar de assinatura autenticado de qualquer uma dessas pessoas.

(c) O Tomador deverá fornecer ao Banco os documentos e outros comprovantes para tal solicitação que o Banco solicitar, de forma cabível, antes ou após o Banco ter permitido qualquer saque solicitado.

(d) Tal solicitação, os documentos que acompanham e outros comprovantes deverão ser suficientes em forma e teor para provar ao Banco que o Tomador tem direito de sacar da Conta do Empréstimo o valor solicitado e que o valor que será sacado da Conta do Empréstimo será usado para os fins especificados no Contrato de Empréstimo.

(e) O Banco deverá pagar os valores sacados pelo Tomador da Conta do Empréstimo somente para ou em nome do Tomador.

Subcláusula 2.04. *Contas Designadas*

(a) O Tomador poderá abrir e manter uma ou mais contas designadas nas quais o Banco poderá, a pedido do Tomador, depositar valores retirados da Conta do Empréstimo como adiantamentos para os fins do Projeto. Todas as contas designadas serão abertas em uma instituição financeira aceitável para o Banco e nos termos e condições aceitáveis para o Banco.

(b) Os depósitos em, e pagamentos de, qualquer conta designada serão feitos de acordo com o Contrato de Empréstimo, e estas Condições Gerais e instruções adicionais que o Banco possa especificar, de tempos em tempos, mediante notificação ao Tomador. O Banco poderá, de acordo com o Contrato de Empréstimo e essas instruções, deixar de fazer depósitos em qualquer conta mediante notificação ao Tomador. Nesse caso, o Banco notificará o Tomador sobre os procedimentos a serem utilizados para saques subsequentes da Conta do Empréstimo.

Subcláusula 2.05. *Despesas Elegíveis*

O Tomador e a Entidade Implementadora do Projeto usarão os proventos do Empréstimo exclusivamente para financiar despesas que, exceto conforme estabelecido de outra forma no Contrato de Empréstimo, satisfaçam os seguintes requisitos ("Despesa Elegível"):

(a) o pagamento é para o financiamento do custo razoável de bens, obras ou serviços necessários para o Projeto, a serem financiados com os proventos do Empréstimo e adquiridos, tudo de acordo com as disposições dos Contratos Legais;

(b) o pagamento não é proibido por uma decisão do Conselho de Segurança das Nações Unidas tomada sob o Capítulo VII da Carta das Nações Unidas; e

(c) o pagamento é feito na data especificada no Contrato de Empréstimo ou após a data especificada no Contrato de Empréstimo, exceto conforme o Banco possa acordar de outra forma, para despesas incorridas antes da Data de Fechamento.

Subcláusula 2.06. *Impostos sobre Financiamento*

O uso de quaisquer proventos do Empréstimo para pagar impostos cobrados pelo, ou no território do, País Membro, em relação a Despesas Elegíveis ou em sua importação, fabricação, aquisição ou fornecimento, se permitido pelos Contratos Legais, está sujeito à política do Banco de exigir economia e eficiência no uso dos recursos de seus empréstimos. Para esse fim, se o Banco, a qualquer momento, determinar que o valor de tal Imposto é excessivo ou que tal Imposto é discriminatório ou não razoável, o Banco poderá, mediante notificação ao Tomador, reajustar o percentual de tais Despesas Elegíveis a serem financiadas com os proventos do Empréstimo especificado no Contrato de Empréstimo, conforme necessário para garantir consistência com tal política do Banco.

Subcláusula 2.07. *Adiantamento de Preparação de Refinanciamento; Capitalização de Taxa Inicial e Juros*

(a) Se o Contrato de Empréstimo prever a amortização dos proventos do Empréstimo de um adiantamento feito pelo Banco ou pela Associação ("Adiantamento de Preparação"), o Banco deverá, em nome do Tomador, sacar da Conta do Empréstimo na ou após a Data de Entrada em Vigor o valor necessário para amortizar o saldo sacado e pendente do adiantamento na data de tal saque da Conta do Empréstimo e pagar todos os encargos acumulados e não pagos, se houver, no adiantamento em tal data. O Banco pagará a quantia assim sacada para si ou para a Associação, conforme o caso, e cancelará o valor remanescente não sacado do adiantamento.

(b) Exceto quando disposto de outra forma no Contrato de Empréstimo, o Banco deverá, em nome do Tomador, sacar da Conta do Empréstimo na ou após a Data de Entrada em Vigor e pagar a si próprio o valor da Taxa Inicial a pagar conforme a Subcláusula 3.01.

(c) Se o Contrato de Empréstimo prever o financiamento de juros e outros encargos sobre o Empréstimo com os proventos do Empréstimo, o Banco deverá, em nome do Tomador, sacar da Conta do Empréstimo em cada uma das Datas de Pagamento, e pagar a si próprio o valor necessário para pagar tais juros e outros encargos acumulados e a pagar em tal data, sujeito a qualquer limite especificado no Contrato de Empréstimo sobre o valor a ser assim sacado.

Subcláusula 2.08. *Realocação*

Não obstante qualquer alocação de uma quantia do Empréstimo a uma categoria de despesas sob o Contrato de Empréstimo, se o Banco determinar razoavelmente a qualquer momento que tal quantia será insuficiente para financiar tais despesas, ele poderá, mediante notificação ao Tomador:

(a) realocar qualquer outro valor do Empréstimo que, na opinião do Banco, não seja necessário para a finalidade para a qual foi alocado sob o Contrato de Empréstimo, na medida necessária para atender ao déficit estimado; e

(b) se tal realocação não atender plenamente ao déficit estimado, reduzir a porcentagem de tais despesas a serem financiadas com os proventos do Empréstimo, para que os saques para tais despesas possam continuar até que todas essas despesas tenham sido feitas.

CLÁUSULA III

Termos do Empréstimo

Subcláusula 3.01. *Taxa Inicial.* O Tomador pagará ao Banco uma taxa inicial sobre o valor do Empréstimo, à taxa especificada no Contrato de Empréstimo ("Taxa Inicial").

Subcláusula 3.02. *Juros*

(a) O Tomador pagará ao Banco juros sobre o Saldo do Empréstimo Sacado, à taxa especificada no Contrato de Empréstimo; desde que, no entanto, se o Contrato de Empréstimo prever Conversões, tal taxa possa ser modificada, de tempos em tempos, de acordo com as disposições da Cláusula IV. Juros incidirão a partir das respectivas datas nas quais os valores do Empréstimo forem sacados e deverão ser pagos semestralmente, por mês vencido, em cada Data de Pagamento.

(b) Se os juros sobre qualquer quantia do Saldo do Empréstimo Sacado forem baseados em um Spread Variável, o Banco notificará as Partes do Empréstimo da taxa de juros sobre tal quantia para cada Período de Juros, imediatamente após sua determinação.

(c) Se os juros sobre qualquer quantia do Empréstimo forem baseados na LIBOR ou EURIBOR, e o Banco determinar que tal Taxa de Referência deixou de ser cotada permanentemente para a Moeda relevante, o Banco aplicará outra Taxa de Referência comparável para tal Moeda que possa razoavelmente determinar. O Banco notificará imediatamente as Partes do Empréstimo sobre tal outra taxa.

(d) Se os juros sobre qualquer quantia do Saldo Sacado forem pagáveis à Taxa Variável, sempre que, à luz de mudanças nas práticas de mercado que afetam a determinação da taxa de juros aplicável a tal valor, o Banco determinar que é do interesse de seus tomadores como um todo e do Banco aplicar uma base para determinar tal taxa de juros que não seja a prevista no Contrato de Empréstimo e nestas Condições Gerais, o Banco poderá modificar a base para a determinação de tal taxa de juros com notificação prévia mínima de três meses para as Partes do Empréstimo da nova base. A nova base entrará em vigor no término do período de notificação, a menos que uma Parte do Empréstimo notifique o Banco durante esse período de sua objeção a tal modificação, caso em que a modificação não se aplicará a tal valor do Empréstimo.

(e) Não obstante o disposto no parágrafo (a) desta Subcláusula, se qualquer valor do Saldo do Empréstimo Sacado permanecer sem pagamento no vencimento e tal não pagamento continuar por um período de trinta dias, então o Tomador pagará a Taxa de Juros de Mora sobre tal valor vencido em vez da taxa de juros especificada no Contrato de Empréstimo (ou qualquer outra taxa de juros que possa ser aplicável nos termos da Cláusula IV como resultado de uma Conversão) até que tal valor vencido seja integralmente pago. Os juros à Taxa de Juros de Mora serão acumulados a partir do primeiro dia de cada Período de Juros de Mora e serão pagos semestralmente, por mês vencido, em cada Data de Pagamento.

Subcláusula 3.03. *Amortização*

O Tomador amortizará o Saldo do Empréstimo Sacado para o Banco, de acordo com as disposições do Contrato de Empréstimo.

Subcláusula 3.04. *Pagamento Antecipado*

(a) Após notificar o Banco com pelo menos 45 (quarenta e cinco) dias de antecedência, o Tomador poderá amortizar para o Banco os seguintes valores antes do vencimento, em uma data aceitável para o Banco (desde que o Tomador tenha pago todos os Pagamentos do Empréstimo a vencer em tal data, incluindo qualquer prêmio de pagamento antecipado calculado de acordo com o parágrafo (b) desta Subcláusula): (i) todo o Saldo do Empréstimo Sacado em tal data ou (ii) todo o valor do principal de qualquer um ou mais vencimentos do Empréstimo. Qualquer pagamento antecipado parcial do Saldo do Empréstimo Sacado seja aplicado da maneira especificada pelo Tomador ou, na ausência de qualquer especificação do Tomador, da seguinte maneira: (A) se o Contrato de Empréstimo prever a amortização separada dos valores desembolsados especificados do principal do Empréstimo ("Valores Desembolsados"), o pagamento antecipado será aplicado na ordem inversa dos Valores Desembolsados, com o Valor Desembolsado que foi sacado por último sendo amortizado primeiro e com o vencimento mais recente do referido Valor Desembolsado sendo amortizado primeiro; e (B) em todos os outros casos, o pagamento antecipado será aplicado na ordem inversa dos vencimentos do Empréstimo, sendo o vencimento mais recente amortizado primeiro.

(b) O prêmio de pagamento antecipado a pagar de acordo com o parágrafo (a) desta Subcláusula será um valor razoavelmente determinado pelo Banco para representar qualquer custo para ele do relançamento do valor a ser pago antecipadamente a partir da data de seu pagamento antecipado até sua data de vencimento.

(c) Se, em relação a qualquer valor do Empréstimo a ser pago antecipadamente, uma Conversão tiver sido efetuada e o Período de Conversão não tiver encerrado no momento do pagamento antecipado: (i) o Tomador pagará uma taxa de transação pelo término precoce da Conversão, na quantia ou na taxa que for anunciada pelo Banco de tempos em tempos e em vigor no momento do recebimento pelo Banco da notificação de pagamento antecipado do Tomador; e (ii) o Tomador ou o Banco, conforme o caso, pagarão um Valor Descoberto, se houver, pelo término precoce da Conversão, de acordo com as Diretrizes de Conversão. As taxas de transação previstas neste parágrafo e qualquer Valor Descoberto devido pelo Tomador nos termos deste parágrafo serão pagos o mais tardar sessenta dias após a data do pagamento antecipado.

Subcláusula 3.05. *Pagamento Parcial*

Se, a qualquer momento, o Banco receber menos do que o valor total de qualquer Pagamento do Empréstimo devido, ele terá o direito de alocar e aplicar o valor recebido de qualquer maneira e para os fins do Contrato de Empréstimo, conforme determinado a seu critério.

Subcláusula 3.06. *Local de Pagamento*

Todos os Pagamentos do Empréstimo serão pagos nos locais que o Banco razoavelmente solicitar.

Subcláusula 3.07. *Moeda do Pagamento*

(a) O Tomador fará todos os Pagamentos do Empréstimo na Moeda do Empréstimo; e se uma Conversão tiver sido efetuada em relação a qualquer valor do Empréstimo, conforme especificado nas Diretrizes de Conversão.

(b) Se o Tomador solicitar, o Banco, na qualidade de agente do Tomador, e nos termos e condições que o Banco determinar, adquirirá a Moeda do Empréstimo com a finalidade de fazer um Pagamento do Empréstimo mediante pagamento tempestivo pelo Tomador de recursos suficientes para esse fim em uma Moeda ou Moedas aceitáveis pelo Banco; desde que, no entanto, o Pagamento do Empréstimo seja considerado feito somente quando e na medida em que o Banco tiver recebido tal pagamento na Moeda do Empréstimo.

Subcláusula 3.08. *Substituição de Moeda Temporária*

(a) Se o Banco determinar razoavelmente que ocorreu uma situação extraordinária sob a qual o Banco não poderá fornecer a Moeda do Empréstimo a qualquer momento para fins de financiamento do Empréstimo, o Banco poderá fornecer a Moeda ou Moedas substitutas (“Moeda do Empréstimo Substituta”) da Moeda do Empréstimo (“Moeda do Empréstimo Original”) conforme o Banco venha a selecionar. Durante o período de tal situação extraordinária: (i) a Moeda do Empréstimo Substituta será considerada a Moeda do Empréstimo para os fins destas Condições

Gerais e dos Contratos Legais; e (ii) Os Pagamentos do Empréstimo serão feitos na Moeda do Empréstimo Substituta, e outros termos financeiros relacionados serão aplicados, de acordo com os princípios razoavelmente determinados pelo Banco. O Banco notificará prontamente as Partes do Empréstimo sobre a ocorrência de tal situação extraordinária, a Moeda do Empréstimo Substituta e os termos financeiros do Empréstimo relacionados à Moeda do Empréstimo Substituta.

(b) Mediante notificação do Banco nos termos do parágrafo (a) desta Subcláusula, o Tomador poderá, dentro de trinta dias, notificar o Banco de sua seleção de outra Moeda aceitável pelo Banco como Moeda do Empréstimo Substituta. Nesse caso, o Banco notificará o Tomador dos termos financeiros do Empréstimo aplicáveis à referida Moeda do Empréstimo Substituta, que serão determinados de acordo com os princípios razoavelmente estabelecidos pelo Banco.

(c) Durante o período da situação extraordinária mencionada no parágrafo (a) desta Subcláusula, nenhum prêmio será pago mediante o pagamento antecipado do Empréstimo.

(d) Quando o Banco puder novamente fornecer a Moeda do Empréstimo Original, deverá, a pedido do Tomador, alterar a Moeda do Empréstimo Substituta para a Moeda do Empréstimo Original, de acordo com os princípios razoavelmente estabelecidos pelo Banco.

Subcláusula 3.09. *Valor de Moedas*

Sempre que for necessário para os fins de qualquer Contrato Legal, determinar o valor de uma Moeda em termos de outra, esse valor deverá ser o razoavelmente determinado pelo Banco.

Subcláusula 3.10. *Forma de Pagamento*

(a) Qualquer Pagamento do Empréstimo que tiver que ser feito ao Banco na Moeda de um país deverá ser feito de tal maneira, e na Moeda adquirida de tal maneira, conforme permitido pelas leis de tal país para o fim de realização de tal pagamento e depósito de tal Moeda na conta do Banco, com um depositário do Banco autorizado a aceitar depósitos em tal Moeda.

(b) Todos os Pagamentos do Empréstimo serão feitos sem restrições de qualquer tipo impostas pelo, ou no território do, País Membro e sem dedução e isenção de quaisquer Impostos cobrados pelo ou no território do País Membro.

(c) Os Contratos Legais estarão isentos de quaisquer Impostos cobrados pelo, ou no território do, País Membro ou em conexão com sua execução, entrega ou registro.

CLÁUSULA IV

Termos de Conversões do Empréstimo

Subcláusula 4.01. *Conversões em Geral*

(a) O Tomador poderá, a qualquer momento, solicitar uma conversão dos termos do Empréstimo de acordo com o Contrato de Empréstimo, a fim de facilitar o gerenciamento prudente da dívida. Cada solicitação desse tipo será fornecida pelo Tomador ao Banco, de acordo com as Diretrizes de Conversão e, mediante aceitação do Banco, a conversão solicitada será considerada uma Conversão para os fins destas Condições Gerais.

(b) Na aceitação pelo Banco de uma solicitação de Conversão, o Banco deverá tomar todas as medidas necessárias para efetuar a Conversão de acordo com estas Condições Gerais, o Contrato de Empréstimo e as Diretrizes de Conversão. Na medida em que seja necessária qualquer modificação das disposições do Contrato de Empréstimo que prevejam o saque ou amortização dos proventos do Empréstimo para efetivar a Conversão, essas disposições serão consideradas como tendo sido modificadas a partir da Data de Conversão. Imediatamente após a Data de Assinatura de cada Conversão, o Banco notificará as Partes do Empréstimo dos termos financeiros do Empréstimo, incluindo quaisquer disposições de amortização revisadas e disposições modificadas que prevejam o saque de proventos do Empréstimo.

(c) Exceto quando disposto de outra forma nas Diretrizes de Conversão, o Tomador pagará uma taxa de transação por cada Conversão, no valor ou na taxa anunciada pelo Banco de tempos em tempos e em vigor na Data de Assinatura. As taxas de transação previstas neste parágrafo deverão ser: (i) devidas como um valor fixo o mais tardar sessenta dias após a Data de Assinatura; ou (ii) expressas conforme uma porcentagem ao ano e adicionadas à taxa de juros a pagar em cada Data de Pagamento.

Subcláusula 4.02. *Conversão para uma Taxa Fixa ou um Spread Fixo de Empréstimo que Acumula Juros a uma Taxa Baseada no Spread Variável*

(a) Uma Conversão para uma Taxa Fixa de todo ou qualquer valor do Empréstimo que acumule juros a uma taxa baseada no Spread Variável será realizada primeiro fixando o Spread Variável aplicável a esse valor no Spread Fixo para a Moeda do Empréstimo e adicionando a esse Spread Fixo o Encargo de Fixação de Spread Variável, seguido imediatamente pela conversão solicitada pelo Tomador.

(b) Uma Conversão para um Spread Fixo de valor integral do Empréstimo que acumule juros a uma taxa baseada no Spread Variável será realizada fixando o Spread Variável aplicável a esse valor no Spread Fixo para a Moeda do Empréstimo e adicionando a esse Spread Fixo o Encargo de Fixação de Spread Variável, de acordo com as Diretrizes de Conversão.

Subcláusula 4.03. *Juros a Pagar após Conversão da Taxa de Juros ou Conversão de Moeda*

(a) *Conversão da Taxa de Juros*. Em uma Conversão da Taxa de Juros, o Tomador pagará juros por cada Período de Juros durante o Período de Conversão sobre o valor do Saldo do Empréstimo Sacado ao qual a Conversão se aplica à Taxa Variável ou à Taxa Fixa, o que se aplicar à Conversão.

(b) *Conversão de Moeda de Valores Não Sacados.* Mediante uma Conversão de Moeda de todo ou qualquer valor do Saldo do Empréstimo Não Sacado para uma Moeda Aprovada, o Tomador deverá, por cada Período de Juros durante o Período de Conversão, pagar juros na Moeda Aprovada sobre o valor que posteriormente for sacado e ficar pendente, de tempos em tempos, à Taxa Variável.

(c) *Conversão de Moeda de Valores Sacados.* Mediante uma Conversão de Moeda de todo ou qualquer valor do Saldo do Empréstimo Sacado para uma Moeda Aprovada, o Tomador deverá, por cada Período de Juros durante o Período de Conversão, pagar juros na Moeda Aprovada sobre tal Saldo do Empréstimo Sacado a uma Taxa Variável ou Taxa Fixa, o que for aplicável à Conversão.

Subcláusula 4.04. *Principal a Pagar após Conversão de Moeda*

(a) *Conversão de Moeda de Valores Não Sacados.* No caso de uma Conversão de Moeda de uma quantia do Saldo do Empréstimo Não Sacado para uma Moeda Aprovada, o valor do principal do Empréstimo assim convertido será determinado pelo Banco ao multiplicar a quantia a ser convertida em sua Moeda de denominação imediatamente anterior à Conversão pela Screen Rate. O Tomador amortizará tal valor do principal posteriormente sacado na Moeda Aprovada, de acordo com as disposições do Contrato de Empréstimo.

(b) *Conversão de Moeda de Valores Sacados.* No caso de uma Conversão de Moeda de uma quantia do Saldo do Empréstimo Sacado para uma Moeda Aprovada, o valor do principal do Empréstimo assim convertido será determinado pelo Banco ao multiplicar a quantia a ser convertida em sua Moeda de denominação imediatamente anterior à Conversão: (i) pela taxa de câmbio que reflita os valores do principal na Moeda Aprovada devido pelo Banco nos termos da Transação de Hedge de Moeda relacionada à Conversão; ou (ii) se o Banco assim determinar de acordo com as Diretrizes de Conversão, pelo componente da taxa de câmbio da Screen Rate. O Tomador amortizará tal valor do principal na Moeda Aprovada, de acordo com as disposições do Contrato de Empréstimo.

(c) *Término do Período de Conversão anterior ao Vencimento Final do Empréstimo*. Se o Período de Conversão de uma Conversão de Moeda aplicável a uma parcela do Empréstimo terminar antes do vencimento final de tal parcela, o valor do principal dessa parcela do Empréstimo remanescente em circulação na Moeda do Empréstimo para o qual tal valor reverterá após tal término será determinado pelo Banco: (i) ao multiplicar tal valor na Moeda Aprovada da Conversão pela taxa de câmbio à vista ou a prazo prevalecente entre a Moeda Aprovada e a referida Moeda do Empréstimo para liquidação no último dia do Período de Conversão; ou (ii) de outra maneira especificada nas Diretrizes de Conversão. O Tomador amortizará tal valor do principal na Moeda do Empréstimo, de acordo com as disposições do Contrato de Empréstimo.

Subcláusula 4.05. *Teto da Taxa de Juros; Piso da Taxa de Juros*

(a) Teto da Taxa de Juros. No estabelecimento de um Teto da Taxa de Juros na Taxa Variável, o Tomador pagará juros por cada Período de Juros durante o Período de Conversão, sobre o valor do Saldo do Empréstimo Sacado ao qual a Conversão se aplica à Taxa Variável, a menos que, em qualquer Data de Redefinição da Taxa de Referência durante o Período de Conversão: (i) para um empréstimo que acumule juros a uma Taxa Variável com base na Taxa de Referência e no Spread Fixo, a Taxa Variável excede o Teto da Taxa de Juros; nesse caso, para o Período de Juros ao qual a Data de Redefinição da Taxa de Referência se refere, o Tomador pagará juros sobre esse valor a uma taxa igual ao Teto da Taxa de Juros; ou (ii) para um empréstimo que acumule juros a uma Taxa Variável com base na Taxa de Referência e Spread Variável, a Taxa Referência excede o Teto da Taxa de Juros; nesse caso, para o Período de Juros ao qual a Data de Redefinição da Taxa de Referência se refere, o Tomador pagará juros sobre esse valor a uma taxa igual ao Teto da Taxa de Juros mais o Spread Variável.

(b) *Piso da Taxa de Juros*. No estabelecimento de um Piso da Taxa de Juros na Taxa Variável, o Tomador pagará juros por cada Período de Juros durante o Período de Conversão, sobre o valor do Saldo do Empréstimo Sacado ao qual a Conversão se aplica à Taxa Variável, a menos que, em qualquer Data de Redefinição da Taxa de Referência durante o Período de Conversão: (i) para um empréstimo que acumule juros a uma Taxa Variável com base na Taxa de Referência e no Spread Fixo, a Taxa Variável: (A) exceda o limite superior do Piso da Taxa de Juros, caso no qual, no Período de Juros a que se refere a Data de Redefinição da Taxa de Referência, o Tomador pagará juros sobre tal valor a uma taxa igual a tal limite superior; ou (B) fique abaixo do limite inferior do Piso da Taxa de Juros, caso no qual, no Período de Juros a que se refere a Data de Redefinição da Taxa de Referência, o Tomador pagará juros sobre tal valor a uma taxa igual a tal limite inferior. ou (ii) para um empréstimo que acumule juros a uma Taxa Variável com base na Taxa de Referência e no Spread Variável, a Taxa de Referência: (A) excede o limite superior do Piso da Taxa de Juros, caso no qual, no Período de Juros a que se refere a Data de Redefinição da Taxa de Referência, o Tomador pagará juros sobre tal valor a uma taxa igual a tal limite superior mais Spread Variável; ou (B) fica abaixo do limite inferior do Piso da Taxa de Juros, caso no qual, no Período de Juros a que se refere a Data de Redefinição da Taxa de Referência, o Tomador pagará juros sobre tal valor a uma taxa igual a tal limite inferior mais o Spread Variável.

(c) *Prêmio do Piso ou Teto da Taxa de Juros.* No estabelecimento de um Teto da Taxa de Juros ou Piso da Taxa de Juros, o Tomador pagará ao Banco um prêmio sobre o valor do Saldo do Empréstimo Sacado ao qual a Conversão se aplica, calculado: (i) com base no prêmio, se houver, devido pelo Banco para um piso ou teto da taxa de juros comprado pelo Banco de uma Contraparte com o objetivo de estabelecer o Teto da Taxa de Juros ou o Piso da Taxa de Juros; ou (ii) do contrário, conforme especificado nas Diretrizes de Conversão. Tal prêmio será pago pelo Tomador o mais tardar sessenta dias após a Data de Assinatura.

(d) *Rescisão Antecipada.* Exceto conforme disposto de outra forma nas Diretrizes de Conversão, mediante a rescisão antecipada de qualquer Teto da Taxa de Juros ou Piso da Taxa de Juros pelo Tomador: (i) o Tomador pagará uma taxa de transação pela rescisão antecipada, na quantia ou na taxa que for anunciada pelo Banco de tempos em tempos e em vigor no momento do recebimento pelo Banco da notificação de rescisão antecipada do Tomador; e (ii) o Tomador ou o Banco, conforme o caso, pagarão um Valor Descoberto, se houver, pela revisão antecipada, de acordo com as Diretrizes de Conversão. As taxas de transação previstas neste parágrafo e qualquer Valor Descoberto devido pelo Tomador nos termos deste parágrafo serão pagos o mais tardar sessenta dias após a data de entrada em vigor da rescisão antecipada.

CLÁUSULA V

Execução do Projeto

Subcláusula 5.01. *Execução do Projeto em Geral*

O Tomador e a Entidade Implementadora do Projeto realizarão suas Respectivas Partes do Projeto:

(a) com a devida diligência e eficiência;

(b) em conformidade com as normas e práticas administrativas, técnicas, financeiras, econômicas, ambientais e sociais apropriadas; e

(c) de acordo com o disposto nos Contratos Legais e nestas Condições Gerais.

Subcláusula 5.02. *Execução sob o Contrato de Empréstimo e Contrato de Projeto*

(a) O Garantidor não tomará ou permitirá que seja tomada qualquer medida que impeça ou interfira na execução do Projeto ou no cumprimento das obrigações do Tomador ou da Entidade Implementadora do Projeto conforme o Contrato Legal do qual é uma parte.

(b) O Tomador deverá: (i) fazer com que a Entidade Implementadora do Projeto cumpra todas as obrigações da Entidade Implementadora do Projeto estabelecidas no Contrato de Projeto, de acordo com as disposições do Contrato de Projeto; e (ii) não tomar ou permitir que seja tomada qualquer medida que impeça ou interfira em tal cumprimento.

Subcláusula 5.03. *Provisão de Fundos e outros Recursos*

O Tomador deverá fornecer ou fazer com que seja fornecido, imediatamente e conforme necessário, os fundos, instalações, serviços e outros recursos: (a) necessários para o Projeto; e (b) necessários ou apropriados para permitir que a Entidade Implementadora do Projeto cumpra suas obrigações nos termos do Contrato de Projeto.

Subcláusula 5.04. *Seguro*

O Tomador e a Entidade Implementadora do Projeto providenciarão, da maneira adequada, o seguro de quaisquer bens necessários para suas Respectivas Partes do Projeto e serão financiados com os proventos do Empréstimo, contra riscos incidentes na aquisição, transporte e entrega dos bens para o local de seu uso ou instalação. Qualquer indenização de tal seguro deverá ser paga em uma Moeda livremente utilizável para substituir ou reparar tais bens.

Subcláusula 5.05. *Aquisição de Terrenos*

O Tomador e a Entidade Implementadora do Projeto deverão adotar (ou fazer com que seja adotada) qualquer medida para adquirir, conforme e quando necessário, todos os terrenos e direitos com respeito aos terrenos, conforme necessário para executar suas Respectivas Partes do Projeto, e deverão fornecer ao Banco, imediatamente mediante solicitação, comprovantes satisfatórios para o Banco de que tais terrenos e direitos com respeito aos terrenos estão disponíveis para fins relacionados ao Projeto.

Subcláusula 5.06. *Uso de Bens, Obras e Serviços; Manutenção de Instalações*

(a) Exceto se o Banco concordar de outra forma, o Tomador e a Entidade Implementadora do Projeto garantirão que todos os bens, obras e serviços financiados com os proventos do Empréstimo sejam utilizados exclusivamente para os fins do Projeto.

(b) O Tomador e a Entidade Implementadora do Projeto garantirão que todas as instalações relevantes para suas Respectivas Partes do Projeto sejam sempre operadas e mantidas adequadamente e que todos os reparos e renovações necessários de tais instalações sejam feitos imediatamente, conforme necessário.

Subcláusula 5.07. *Planos; Documentos; Registros*

(a) O Tomador e a Entidade Implementadora do Projeto deverão fornecer ao Banco todos os planos, cronogramas, especificações, relatórios e documentos de contrato para suas Respectivas

Partes do Projeto, e quaisquer modificações ou acréscimos relevantes desses documentos, imediatamente na sua preparação e em tais detalhes que o Banco razoavelmente solicitar.

(b) O Tomador e a Entidade Implementadora do Projeto manterão registros adequados para registrar o andamento de suas Respectivas Partes do Projeto (incluindo seu custo e os benefícios dele decorrentes), para identificar os bens, obras e serviços financiados com os proventos do Empréstimo e divulgar seu uso no Projeto, e fornecerão tais registros ao Banco, mediante solicitação.

(c) O Tomador e a Entidade Implementadora do Projeto manterão todos os registros (contratos, pedidos, faturas, notas, recibos e outros documentos) evidenciando as despesas de suas Respectivas Partes do Projeto até, pelo menos, o mais tardar dentre: (i) um ano após o Banco ter recebido as Demonstrações Financeiras auditadas, cobrindo o período durante o qual foi realizado o último saque da Conta do Empréstimo; e (ii) dois anos após a Data de Fechamento. O Tomador e a Entidade Implementadora do Projeto deverão permitir que os representantes do Banco examinem tais registros.

Subcláusula 5.08. *Avaliação e Monitoramento de Projeto*

(a) O Tomador manterá ou fará com que sejam mantidas políticas e procedimentos adequados para permitir que ele monitore e avalie continuamente, de acordo com indicadores aceitáveis pelo Banco, o andamento do Projeto e a consecução de seus objetivos.

(b) O Tomador elaborará ou providenciará para que sejam elaborados relatórios periódicos ("Relatório do Projeto"), em forma e substância satisfatórias para o Banco, integrando os resultados de tais atividades de monitoramento e avaliação e estabelecendo medidas recomendadas para garantir a execução contínua e eficiente do Projeto e para atingir os objetivos do Projeto. O Tomador fornecerá ou providenciará para que seja fornecido cada Relatório do Projeto ao Banco prontamente após sua preparação, oferecendo ao Banco oportunidade razoável de trocar pontos de vista com o Tomador e a Entidade Implementadora do Projeto sobre tal relatório e, posteriormente, implementar as medidas recomendadas, levando em conta as opiniões do Banco sobre o assunto.

(c) O Tomador deverá preparar, ou providenciar para que seja preparado, e fornecer ao Banco o mais tardar seis meses após a Data de Fechamento, ou a data anterior que possa ser especificada para esse fim no Contrato de Empréstimo: (i) um relatório com o escopo e os detalhes que o Banco razoavelmente solicitar, sobre a execução do Projeto, a execução pelas Partes do Empréstimo, da Entidade Implementadora do Projeto e do Banco de suas respectivas obrigações sob os Contratos Legais e a realização dos objetivos do Empréstimo; e (ii) um plano elaborado para garantir a sustentabilidade das realizações do Projeto.

Subcláusula 5.09. *Gestão Financeira; Demonstrações Financeiras; Auditorias*

(a) O Tomador manterá ou providenciará para que seja mantido um sistema de gestão financeira e deverá preparar demonstrações financeiras ("Demonstrações Financeiras"), de acordo com as normas contábeis aplicadas de maneira consistente e aceitáveis pelo Banco, de maneira adequada para refletir as operações, recursos e gastos relacionados ao Projeto.

(b) O Tomador deverá:

(i) providenciar para que as Demonstrações Financeiras sejam auditadas periodicamente, de acordo com os Contratos Legais, por auditores independentes aceitáveis pelo Banco, de acordo com as normas de auditoria aplicadas de maneira consistente e aceitáveis pelo Banco;

(ii) até a data especificada nos Contratos Legais, fornecer ou providenciar para que seja fornecido ao Banco as Demonstrações Financeiras conforme auditadas, e outras informações relacionadas às Demonstrações Financeiras auditadas e aos auditores, conforme o Banco possa de tempos em tempos razoavelmente solicitar; e

(iii) fazer as Demonstrações Financeiras auditadas ou fazer com que as Demonstrações Financeiras auditadas sejam disponibilizadas ao público em tempo hábil e de maneira aceitável pelo Banco.

Subcláusula 5.10. *Cooperação e Consulta*

O Banco e as Partes do Empréstimo deverão cooperar plenamente para garantir que os objetivos do Empréstimo e os objetivos do Projeto sejam cumpridos. Para esse fim, o Banco e as Partes do Empréstimo deverão:

(a) de tempos em tempos, a pedido de qualquer um deles, trocar opiniões sobre o Projeto, o Empréstimo e o cumprimento de suas respectivas obrigações nos termos dos Contratos Legais, e fornecer à outra parte todas as informações relacionadas a tais questões, conforme ela venha a solicitar, de forma cabível; e

(b) prontamente informar uma à outra de qualquer condição que interfira em, ou ameace interferir em, tais assuntos.

Subcláusula 5.11. *Visitas*

(a) O País Membro deverá dar toda oportunidade cabível para que representantes do Banco visitem qualquer parte de seu território para fins relacionados ao Empréstimo ou ao Projeto.

(b) O Tomador e a Entidade Implementadora do Projeto deverão permitir que os representantes do Banco: (i) visitem quaisquer instalações e locais de construção incluídos em suas Respectivas Partes do Projeto; e (ii) examinem os bens financiados com os proventos do Empréstimo para suas Respectivas Partes do Projeto, e quaisquer plantas, instalações, locais, obras, edifícios, propriedades, equipamentos, registros e documentos relevantes para o desempenho de suas obrigações nos termos dos Contratos Legais.

Subcláusula 5.12. *Área Disputada*

No caso de o Projeto estar em uma área que é ou se torne contestada, nem o financiamento do Projeto pelo Banco, nem qualquer designação ou referência a essa área nos Contratos Legais, deverá constituir uma sentença por parte do Banco quanto ao status legal ou outro de tal área ou prejudicar a determinação de quaisquer reivindicações com relação a essa área.

CLÁUSULA VI

Dados Financeiros e Econômicos; Proibição de Concessão de Garantias

Subcláusula 6.01. *Dados Financeiros e Econômicos*

O País Membro fornecerá ao Banco todas as informações que o Banco solicitar, de forma cabível, com respeito a condições financeiras e econômicas em seu território, incluindo seu saldo de pagamentos e sua Dívida Externa, bem como aquela de suas subdivisões políticas ou administrativas de qualquer empresa que pertencer ou for controlada por tal membro ou qualquer subdivisão dessa natureza, ou que estiver sendo operada em nome ou para o benefício de tal País Membro ou qualquer subdivisão dessa natureza, e de qualquer instituição desempenhando as funções de um banco central ou fundo de estabilização cambial, ou funções semelhantes, para tal País Membro.

Subcláusula 6.02. *Proibição de Concessão de Garantias*

(a) É política do Banco, ao fazer empréstimos para seus membros, ou com a garantia de seus membros, não obter, em circunstâncias normais, garantias especiais do membro em questão, exceto garantir que nenhuma Dívida Externa tenha prioridade sobre seus empréstimos na alocação, realização ou distribuição de câmbio detido sob o controle ou para o benefício de tal membro. Para esse fim, se qualquer Gravame for criado sobre quaisquer Ativos Públicos como garantia de qualquer Dívida Externa, que resultará ou poderá resultar em uma prioridade para o benefício do credor de tal Dívida Externa na alocação, realização ou distribuição do câmbio, tal Gravame deverá, a menos que o Banco concorde em contrário, *ipso facto* e sem qualquer custo para o Banco, garantir igual e proporcionalmente todos os Pagamentos do Empréstimo, e o País Membro, ao criar ou permitir a criação de tal Gravame, deverá tomar providências expressas para esse efeito; ficando ressalvado, entretanto, que se, por qualquer motivo constitucional ou outro motivo legal, tal providência não puder ser tomada com respeito a qualquer Gravame criado sobre ativos de qualquer uma de suas subdivisões políticas ou administrativas, tal País Membro deverá, imediatamente e sem qualquer custo para o Banco, garantir todos os Pagamentos do Empréstimo por meio de um Gravame equivalente sobre outros Ativos Públicos satisfatório para o Banco.

(b) O Tomador que não for o País Membro promete que, salvo quando o Banco concordar de outra forma:

(i) se criar qualquer Gravame sobre qualquer um de seus ativos como garantia de qualquer dívida, tal Gravame garantirá igual e proporcionalmente a realização de todos os Pagamentos do Empréstimo e, na criação de qualquer Gravame dessa natureza, providências expressas serão tomadas para esse efeito, sem qualquer custo para o Banco; e

(ii) se qualquer Gravame estatutário for criado sobre qualquer um de seus ativos como garantia de qualquer dívida, ele concederá sem custo ao Banco, um Gravame equivalente satisfatório ao Banco para garantir o pagamento de todos os Pagamentos do Empréstimo.

(c) As disposições dos parágrafos (a) e (b) desta Subcláusula não se aplicam a: (i) qualquer Gravame criado sobre imóvel, no momento de sua compra, exclusivamente como garantia do pagamento do preço de compra de tal imóvel, ou como garantia do pagamento da dívida para o fim de financiar a compra de tal imóvel; ou (ii) qualquer Gravame que surgir no andamento normal de operações bancárias e garantir uma dívida com vencimento em até um ano após a data em que ela for originalmente gerada.

CLÁUSULA VII

Cancelamento; Suspensão; Antecipação

Subcláusula 7.01. *Cancelamento pelo Tomador*

O Tomador poderá, mediante notificação ao Banco, cancelar qualquer valor do Saldo do Empréstimo Não Sacado, exceto que o Tomador não poderá cancelar qualquer valor que esteja sujeito a um Compromisso Especial.

Subcláusula 7.02. *Suspensão pelo Banco*

Se algum dos eventos especificados nos parágrafos (a) a (m) desta Subcláusula ocorrer e continuar, o Banco poderá, mediante notificação às Partes do Empréstimo, suspender total ou parcialmente o direito do Tomador de fazer saques da Conta do Empréstimo. Tal suspensão continuará até que o evento (ou eventos) que deu origem à suspensão tenha (ou tenham) deixado de existir, a menos que o Banco tenha notificado as Partes do Empréstimo que esse direito de fazer saques foi restaurado.

(a) *Não Pagamento.*

(i) O Tomador não efetuou o pagamento (não obstante o fato de que tal pagamento pode ter sido feito pelo Garantidor ou um terceiro) do valor principal, juros ou qualquer outro valor devido ao Banco ou à Associação: (A) sob o Contrato de Empréstimo; ou (B) sob qualquer outro Contrato entre o Banco e o Tomador; ou (C) sob qualquer contrato entre o Tomador e a Associação; ou (D) em consequência de qualquer garantia estendida ou outra obrigação financeira de qualquer tipo assumida pelo Banco ou pela Associação perante terceiros com o contrato do Tomador.

(ii) O Garantidor não efetuou o pagamento do principal ou dos juros ou de qualquer outro valor devido ao Banco ou à Associação: (A) sob o Contrato de Garantia; ou (B) sob qualquer outro contrato entre o Garantidor e o Banco; ou (C) sob qualquer contrato entre o Garantidor e a Associação; ou (D) em consequência de qualquer garantia estendida ou outra obrigação financeira de qualquer tipo assumida pelo Banco ou pela Associação perante terceiros com o contrato do Garantidor.

(b) *Falha no Desempenho*.

(i) Uma Parte do Empréstimo deixou de cumprir qualquer outra obrigação sob o Contrato Legal do qual é parte ou sob qualquer Contrato de Derivativos.

(ii) A Entidade Implementadora do Projeto deixou de cumprir qualquer obrigação nos termos do Contrato de Projeto.

(c) *Fraude e Corrupção.* A qualquer momento, o Banco determinar que qualquer representante do Garantidor ou do Tomador ou da Entidade Implementadora do Projeto (ou qualquer outro destinatário de qualquer produto do Empréstimo) tiver se envolvido em práticas corruptas, fraudulentas, coercitivas ou colusivas relacionadas ao uso dos proventos do Empréstimo, sem que o Garantidor, o Tomador ou a Entidade Implementadora do Projeto (ou qualquer outro destinatário) tiver tomado as medidas oportunas e adequadas, satisfatórias ao Banco para abordar essas práticas quando elas ocorrerem.

(d) *Suspensão cruzada*. O Banco ou a Associação suspendeu, no todo ou em parte, o direito de uma Parte do Empréstimo de fazer saques sob qualquer contrato com o Banco ou com a Associação devido a uma falha por uma Parte do Empréstimo em cumprir qualquer uma de suas obrigações nos termos de tal contrato ou qualquer outro contrato com o Banco.

(e) *Situação Extraordinária*.

(i) Como resultado de eventos que ocorreram após a data do Contrato de Empréstimo, surgiu uma situação extraordinária que torna improvável que o Projeto possa ser realizado ou que uma Parte do Empréstimo ou a Entidade Implementadora do Projeto seja capaz de cumprir suas obrigações nos termos do Contrato Legal do qual é parte.

(ii) Houve uma situação extraordinária em que eventuais saques futuros, com relação ao Empréstimo, estariam inconsistentes com as disposições da Cláusula III, Subcláusula 3 das Cláusulas Contratuais do Banco.

(f) *Evento Anterior à Vigência*. Após a Data de Entrada em Vigor, o Banco determinou que, antes dessa data, mas após a data do Contrato de Empréstimo, ocorreu um evento que teria autorizado o Banco a suspender o direito do Tomador de fazer saques da Conta do Empréstimo se o Contrato de Empréstimo tivesse entrado em vigor na data em que tal evento ocorreu.

(g) *Declaração Falsa.* Uma declaração feita por uma Parte do Empréstimo nos termos dos Contratos Legais, ou nos termos de qualquer Contrato de Derivativos, ou qualquer declaração fornecida por uma Parte do Empréstimo, destinada a ser tomada como base pelo Banco para fazer o Empréstimo ou executar uma transação nos termos de um Contrato de Derivativos, estava incorreta em qualquer aspecto relevante.

(h) *Cofinanciamento*. Qualquer um dos seguintes eventos ocorre com relação a qualquer financiamento especificado no Contrato de Empréstimo a ser fornecido para o Projeto ("Cofinanciamento") por um financiador (que não seja o Banco ou a Associação) ("Cofinanciador").

(i) Se o Contrato de Empréstimo especificar uma data até a qual o contrato com o Cofinanciador que fornece o Cofinanciamento ("Contrato de Cofinanciamento") deve entrar em vigor, o Contrato de Cofinanciamento tiver deixado de entrar em vigor até tal data, ou tal data posterior estabelecida pelo Banco mediante notificação às Partes do Empréstimo ("Prazo de Cofinanciamento"); desde que, no entanto, as disposições deste subparágrafo não se apliquem se as Partes do

Empréstimo estabelecerem, a contento do Banco, que recursos adequados para o Projeto estão disponíveis de outras fontes, em termos e condições compatíveis com as obrigações das Partes do Empréstimos nos termos dos Contratos Legais.

(ii) Sujeito ao subparágrafo (iii) deste parágrafo: (A) o direito de retirar proventos do Cofinanciamento foi suspenso, cancelado ou encerrado, no todo ou em parte, nos termos do Contrato de Cofinanciamento; ou (B) o Cofinanciamento venceu e tornou-se pagável antes do seu vencimento acordado.

(iii) O subparágrafo (ii) deste parágrafo não se aplicará se as Partes do Empréstimo estabelecerem, a contento do Banco, que: (A) tal suspensão, cancelamento, rescisão ou vencimento antecipado não foi causado pela falha do destinatário do Cofinanciamento em cumprir qualquer uma de suas obrigações nos termos do Contrato de Cofinanciamento; e (B) recursos adequados para o Projeto estão disponíveis de outras fontes, em termos e condições consistentes com as obrigações das Partes do Empréstimo nos termos dos Contratos Legais.

(i) *Cessão de Obrigações; Alienação de Ativos.* O Tomador ou a Entidade Implementadora do Projeto (ou qualquer outra entidade responsável pela implementação de qualquer parte do Projeto), sem o consentimento do Banco, realizou o seguinte: (i) cedeu ou transferiu, no todo ou em parte, qualquer uma de suas obrigações decorrentes de ou celebradas nos termos dos Contratos Legais; ou (ii) vendeu, alugou, transferiu, cedeu ou de outra forma alienou quaisquer bens ou ativos financiados, total ou parcialmente, com os proventos do Empréstimo; desde que, no entanto, as disposições deste parágrafo não se apliquem a transações no curso normal dos negócios que, na opinião do Banco: (A) não afetam de maneira relevante e adversa a capacidade do Tomador ou da Entidade Implementadora do Projeto (ou outra entidade) de cumprir qualquer uma de suas obrigações decorrentes ou celebradas nos termos dos Contratos Legais ou de atingir os objetivos do Projeto; e (B) não afetam de maneira relevante e adversa a condição financeira ou a operação do Tomador (que não seja o País Membro) ou da Entidade Implementadora do Projeto (ou outra entidade).

(j) *Associação*. O País Membro: (i) foi suspenso da associação ou deixou de ser um membro do Banco; ou (ii) deixou de ser um membro do Fundo Monetário Internacional.

(k) *Condição do Tomador ou da Entidade Implementadora do Projeto.*

(i) Qualquer mudança adversa relevante nas condições do Tomador (que não seja o País Membro), conforme representado por ele, ocorreu antes da Data de Entrada em Vigor.

(ii) O Tomador (que não seja o País Membro) ficou incapaz de pagar suas dívidas em seu vencimento ou qualquer ação ou processo foi realizado pelo Tomador ou por outros por meio do qual qualquer um dos ativos do Tomador será ou poderá ser distribuído entre seus credores.

(iii) Foram tomadas medidas para a dissolução, encerramento de estabelecimento ou suspensão das operações do Tomador (que não seja o País Membro) ou da

Entidade Implementadora do Projeto (ou qualquer outra entidade responsável pela implementação de qualquer parte do Projeto).

(iv) O Tomador (que não seja o País Membro) ou a Entidade Implementadora do Projeto (ou qualquer outra entidade responsável pela implementação de qualquer parte do Projeto) deixou de existir na mesma forma legal que a que prevalecia na data do Contrato de Empréstimo.

(v) Na opinião do Banco, a natureza legal, propriedade ou controle do Tomador (que não seja o País Membro) ou da Entidade Implementadora do Projeto (ou de qualquer outra entidade responsável pela implementação de qualquer parte do Projeto) mudou em relação ao que prevalecia na data dos Contratos Legais, de modo a afetar de maneira adversa relevante a capacidade do Tomador ou da Entidade Implementadora do Projeto (ou outra entidade) de cumprir qualquer uma de suas obrigações decorrentes dos ou celebradas de acordo com os Contratos Legais, ou atingir os objetivos do Projeto.

(l) *Inelegibilidade*. O Banco ou a Associação declarou o Tomador (que não seja o País Membro) ou a Entidade Implementadora do Projeto inelegível para receber os proventos de qualquer financiamento feito pelo Banco ou pela Associação ou de outra forma participar da preparação ou implantação de qualquer projeto financiado no todo ou em parte pelo Banco ou pela Associação, como resultado de: (i) a determinação pelo Banco ou pela Associação de que o Tomador ou a Entidade Implementadora do Projeto se envolveu em práticas fraudulentas, corruptas, coercitivas ou colusivas relacionadas ao uso dos proventos de qualquer financiamento feito pelo Banco ou pela Associação; e/ou (ii) uma declaração de outro financiador de que o Tomador ou a Entidade Implementadora do Projeto é inelegível para receber os proventos de qualquer financiamento feito por esse financiador ou para participar da preparação ou implantação de qualquer projeto financiado no todo ou em parte por tal financiador, como resultado de uma determinação por esse financiador de que o Tomador ou a Entidade Implementadora do Projeto se envolveu em práticas fraudulentas, corruptas, coercitivas ou colusivas relacionadas ao uso dos proventos de qualquer financiamento feito por esse financiador.

(m) *Evento Adicional*. Ocorreu qualquer outro evento especificado no Contrato de Empréstimo para os fins desta Subcláusula (“Evento Adicional de Suspensão”).

Subcláusula 7.03. *Cancelamento pelo Banco*

Se algum dos eventos especificados nos parágrafos (a) a (f) desta Subcláusula ocorrer com relação a um valor do Saldo do Empréstimo Não Sacado, o Banco poderá, mediante notificação às Partes do Empréstimo, rescindir o direito do Tomador de fazer saques em relação a tal valor. Após a entrega de tal notificação, tal valor será cancelado.

(a) *Suspensão.* O direito do Tomador de fazer saques da Conta do Empréstimo foi suspenso com relação a qualquer valor do Saldo do Empréstimo Não Sacado por um período contínuo de trinta dias.

(b) *Valores não Necessários.* A qualquer momento, o Banco determina, após consulta ao Tomador, que um valor do Saldo do Empréstimo Não Sacado não será necessário para financiar Despesas Elegíveis.

(c) *Fraude e Corrupção.* A qualquer momento, o Banco determina, com relação a qualquer valor dos proventos do Empréstimo, que práticas corruptas, fraudulentas, conspiratórias ou coercitivas foram adotadas por representantes do Tomador ou da Entidade Implementadora do Projeto (ou outro destinatário dos proventos do Empréstimo) sem que o Garantidor, Tomador ou a Entidade Implementadora do Projeto (ou outro destinatário dos proventos do Empréstimo) tenha tomado medidas tempestivas e adequadas, satisfatórias ao Banco para abordar tais práticas quando elas ocorrem.

(d) *Aquisição inadequada.* A qualquer momento, o Banco: (i) determina que a aquisição de qualquer contrato a ser financiado com os proventos do Empréstimo é inconsistente com os procedimentos estabelecidos ou mencionados nos Contratos Legais; e (ii) estabelece a quantia de despesas nos termos de tal contrato que, de outra forma, teriam sido elegíveis para financiamento com os proventos do Empréstimo.

(e) *Data de Fechamento*. Após a Data de Fechamento, resta um Saldo do Empréstimo Não Sacado.

(f) *Cancelamento da Garantia*. O Banco recebe uma notificação do Garantidor, de acordo com a Subcláusula 7.05, com relação a um valor do Empréstimo.

Subcláusula 7.04. *Valores Sujeitos ao Compromisso Especial não Afetados pelo Cancelamento ou Suspensão pelo Banco*

Nenhum cancelamento ou suspensão pelo Banco se aplicará aos valores do Empréstimo sujeito a qualquer Compromisso Especial, exceto conforme expressamente previsto no Compromisso Especial.

Subcláusula 7.05. *Cancelamento da Garantia*

Se o Tomador tiver deixado de efetuar qualquer Pagamento do Empréstimo exigido (exceto como resultado de qualquer ato ou omissão em agir do Garantidor) e tal pagamento for feito pelo Garantidor, o Garantidor poderá, após consulta ao Banco, mediante notificação ao Banco e ao Tomador, rescindir suas obrigações sob o Contrato de Garantia com relação a qualquer valor do Saldo do Empréstimo Não Sacado na data de recebimento de tal notificação pelo Banco; desde que tal valor não esteja sujeito a qualquer Compromisso Especial. Mediante o recebimento de tal notificação pelo Banco, tais obrigações com respeito a tal valor serão canceladas.

Subcláusula 7.06. *Eventos de Antecipação*

Se algum dos eventos especificados nos parágrafos (a) a (f) desta Subcláusula ocorrer e continuar pelo período especificado (se houver), em qualquer momento subsequente durante a continuação do evento, o Banco poderá, mediante notificação às Partes do Empréstimo, declarar todo ou parte do Saldo do Empréstimo Sacado na data de tal notificação como sendo devido e a pagar imediatamente junto com quaisquer outros Pagamentos do Empréstimo devidos nos termos do Contrato de Empréstimo ou destas Condições Gerais. Mediante qualquer declaração do tipo, tal Saldo do Empréstimo Sacado e os Pagamentos do Empréstimo tornar-se-ão imediatamente devidos e a pagar.

(a) *Inadimplemento em Pagamentos*. Ocorreu uma inadimplência no pagamento por uma Parte do Empréstimo de qualquer valor devido ao Banco ou à Associação: (i) sob qualquer Contrato Legal; ou (ii) sob qualquer outro contrato entre o Banco e a Parte do Empréstimo; ou (iii) sob qualquer contrato entre a Parte do Empréstimo e a Associação (no caso de um contrato entre o Garantidor e a Associação, em circunstâncias que tornem improvável que o Garantidor cumpra suas obrigações nos termos do Contrato de Garantia); ou (iv) em consequência de qualquer garantia estendida ou outra obrigação financeira de qualquer tipo assumida pelo Banco ou pela Associação perante terceiros com o contrato da Parte do Empréstimo; e esse inadimplemento continuar em cada caso por um período de trinta dias.

(b) *Inadimplemento em Execução*.

(i) Ocorreu um inadimplemento na execução por uma Parte do Empréstimo de qualquer outra obrigação nos termos do Contrato Legal do qual é uma parte, ou sob qualquer Contrato de Derivativos, e tal inadimplemento continua por um período de sessenta dias após a notificação de tal inadimplemento ter sido dada pelo Banco às Partes do Empréstimo.

(ii) Ocorreu um inadimplemento na execução pela Entidade Implementadora do Projeto de qualquer obrigação nos termos do Contrato de Projeto, e tal inadimplemento continua por um período de sessenta dias após a notificação de tal inadimplemento ter sido dada pelo Banco à Entidade Implementadora do Projeto e às Partes do Empréstimo.

(c) *Cofinanciamento.* O evento especificado no subparágrafo (h) (ii) (B) da Subcláusula 7.02 ocorreu, sujeito à condição do parágrafo (h) (iii) daquela Subcláusula.

(d) *Cessão de Obrigações; Alienação de Ativos.* Qualquer evento especificado no parágrafo (i) da Subcláusula 7.02 ocorreu.

(e) *Condição do Tomador ou da Entidade Implementadora do Projeto.* Qualquer evento especificado nos subparágrafos (k) (ii), (k) (iii), (k) (iv) ou (k) (v) da Subcláusula 7.02 ocorreu.

(f) *Evento Adicional.* Qualquer outro evento especificado no Contrato de Empréstimo para os fins desta Subcláusula ocorreu e continua ocorrendo durante o período, se houver, especificado no Contrato de Empréstimo ("Evento Adicional de Antecipação").

Subcláusula 7.07. *Antecipação durante um Período de Conversão*

Se o Contrato de Empréstimo prever Conversões, e se qualquer notificação de antecipação for dada de acordo com a Subcláusula 7.06 durante o Período de Conversão para qualquer Conversão: (a) o Tomador pagará uma taxa de transação pelo término antecipado da Conversão, no valor ou na taxa anunciada pelo Banco, de tempos em tempos e em vigor na data de tal notificação; e (b) o Tomador pagará qualquer Valor Descoberto devido por ele em relação a qualquer término antecipado da Conversão, ou o Banco pagará qualquer Valor Descoberto devido por ele com relação a qualquer término antecipado (após compensar quaisquer valores devidos pelo Tomador nos termos do Contrato de Empréstimo), de acordo com as Diretrizes de Conversão.

Subcláusula 7.08. *Vigência das Disposições após Cancelamento, Suspensão ou Antecipação*

Não obstante qualquer cancelamento, suspensão ou antecipação nos termos desta Cláusula, todas as disposições dos Contratos Legais continuarão em pleno vigor e efeito, exceto conforme especificamente previsto nestas Condições Gerais.

CLÁUSULA VIII

Exequibilidade; Arbitragem

Subcláusula 8.01. *Exequibilidade*

Os direitos e obrigações do Banco e das Partes do Empréstimo nos termos dos Contratos Legais serão válidos e exequíveis, em conformidade com seus termos, não obstante a legislação de qualquer Estado ou subdivisão política do mesmo em contrário. Nem o Banco nem qualquer Parte do Empréstimo terão direito, em qualquer processo, de acordo com esta Cláusula, de fazer qualquer reivindicação de que qualquer disposição destas Condições Gerais ou dos Contratos Legais é inválida ou inexequível em virtude de qualquer disposição das Cláusulas Contratuais do Banco.

Subcláusula 8.02. *Obrigações do Garantidor*

Salvo segundo previsto na Subcláusula 7.05, as obrigações do Garantidor, nos termos do Contrato de Garantia, não serão liberadas, exceto mediante cumprimento e somente na medida de tal cumprimento. Tais obrigações não exigirão qualquer aviso prévio, exigência ou ação com relação ao Tomador ou qualquer aviso prévio ou exigência com relação ao Garantidor no que diz respeito a qualquer inadimplemento por parte do Tomador. Tais obrigações não serão prejudicadas por qualquer um dos seguintes: (a) qualquer prorrogação de prazo, tolerância ou concessão feita ao Tomador; (b) qualquer verificação de, ou omissão na verificação, ou atraso na verificação de qualquer direito, poder ou recurso contra o Tomador, ou a respeito de qualquer garantia para o Empréstimo; (c) qualquer modificação ou ampliação das disposições do Contrato de Empréstimo contempladas pelos termos de tal contrato; ou (d) qualquer descumprimento, por parte do Tomador ou da Entidade Implementadora do Projeto, de qualquer exigência de qualquer lei do País Membro.

Subcláusula 8.03. *Não Exercício de Direitos*

Nenhum atraso no exercício, ou omissão no exercício, de qualquer direito, poder ou recurso incidente a qualquer parte, nos termos de qualquer Contrato Legal, mediante qualquer inadimplemento, prejudicará qualquer direito, poder ou recurso dessa natureza ou será interpretado como uma renúncia de tal contrato ou uma anuência em tal inadimplemento. Nenhuma ação de tal parte, com respeito a qualquer inadimplemento ou qualquer anuência por ela em qualquer inadimplemento, afetará ou prejudicará qualquer direito, poder ou recurso de tal parte com relação a qualquer outro inadimplemento ou inadimplemento subsequente.

Subcláusula 8.04. *Arbitragem*

(a) Qualquer controvérsia entre as partes do Contrato de Empréstimo ou as partes do Contrato de Garantia e qualquer reivindicação feita por qualquer uma dessas partes contra qualquer outra parte decorrente do Contrato de Empréstimo ou do Contrato de Garantia, que não foi resolvida por meio de um acordo entre as partes, serão encaminhadas à arbitragem por um tribunal arbitral, conforme doravante previsto ("Tribunal Arbitral").

(b) As partes de tal arbitragem serão o Banco, de um lado, e as Partes do Empréstimo, do outro lado.

(c) O Tribunal Arbitral será composto por três árbitros, indicados da seguinte forma: (i) um árbitro será indicado pelo Banco; (ii) um segundo árbitro será nomeado pelas Partes do Empréstimo ou, se não chegarem a um acordo, pelo Garantidor; e (iii) o terceiro árbitro ("Árbitro") será indicado por meio de um acordo entre as Partes ou, se elas não chegarem a um acordo, pelo Presidente do Tribunal Internacional de Justiça ou, caso não ocorra essa indicação pelo referido Presidente, pelo Secretário Geral das Nações Unidas. Se qualquer lado não indicar um árbitro, tal árbitro será indicado pelo Árbitro. Caso qualquer árbitro indicado, em conformidade com esta Subcláusula, venha a pedir demissão, falecer ou não conseguir atuar como tal, um árbitro sucessor será indicado da mesma maneira que determinado nesta Subcláusula para a indicação do árbitro original, e tal sucessor terá todos os poderes e deveres de tal árbitro original.

(d) Um processo arbitral poderá ser instituído, de acordo com esta Subcláusula, mediante aviso enviado pela parte que instaurou tal processo à outra parte. Tal notificação deverá conter uma declaração prevendo a natureza da controvérsia ou reivindicação que será encaminhada à arbitragem, a natureza do recurso pretendido e o nome do árbitro indicado pela parte que instaurou o processo. Dentro de trinta dias após tal aviso, a outra parte deverá informar à parte que instaurou o processo o nome do árbitro indicado por essa outra parte.

(e) Se, dentro de sessenta dias após o aviso de instauração do processo arbitral, as partes não tiverem chegado a um acordo sobre um Árbitro, qualquer parte poderá solicitar a indicação de um Árbitro, conforme previsto no parágrafo (c) desta Subcláusula.

(f) O Tribunal Arbitral deverá se reunir no momento e local que será determinado pelo Árbitro. Posteriormente, o Tribunal Arbitral deverá determinar onde e quando ele ocorrerá.

(g) O Tribunal Arbitral deverá decidir todas as questões relacionadas à sua competência e deverá, sujeito às disposições desta Subcláusula e salvo segundo as partes concordarem em contrário, determinar seu processo. Todas as decisões do Tribunal Arbitral deverão ser tomadas pela maioria dos votos.

(h) O Tribunal Arbitral deverá proporcionar a todas as partes uma audiência justa e pronunciar a sua sentença por escrito. Tal sentença poderá ser pronunciada à revelia. Uma sentença assinada pela maioria do Tribunal Arbitral constituirá a sentença do Tribunal Arbitral. Uma via assinada da sentença deverá ser entregue a cada parte. Qualquer sentença dessa natureza pronunciada, em conformidade com as disposições desta Subcláusula, será final e vinculante às partes do Contrato de Empréstimo e do Contrato de Garantia. Cada parte deverá aderir e cumprir tal sentença pronunciada pelo Tribunal Arbitral em conformidade com as disposições desta Subcláusula.

(i) As partes deverão determinar o valor da remuneração dos árbitros e de outras pessoas, conforme necessário, para a realização dos processos arbitrais. Se as partes não chegarem a um acordo sobre tal valor antes da reunião do Tribunal Arbitral, o Tribunal Arbitral deverá determinar tal valor, conforme cabível nas circunstâncias. O Banco, o Tomador e o Garantidor deverão custear suas próprias despesas nos processos arbitrais. Os custos do Tribunal Arbitral serão divididos entre e custeados igualmente pelo Banco, de um lado, e as Partes do Empréstimo, do outro lado. Qualquer questão relacionada à divisão dos custos do Tribunal Arbitral ou ao processo para o pagamento de tais custos deverá ser determinada pelo Tribunal Arbitral.

(j) As disposições sobre arbitragem previstas nesta Subcláusula substituirão qualquer outro processo para a resolução de controvérsias entre as partes do Contrato de Empréstimo e do Contrato de Garantia ou de qualquer reivindicação feita por qualquer parte contra qualquer outra parte resultante de tais Contratos Legais.

(k) Se, dentro de trinta dias após a entrega das vias da sentença às partes, a sentença não tiver sido cumprida, qualquer parte poderá: (i) proferir a decisão ou instaurar um processo para aplicar a sentença em qualquer tribunal de jurisdição competente a qualquer outra parte; (ii) aplicar tal decisão por execução; ou (iii) buscar qualquer outro recurso apropriado contra essa outra parte para a aplicação da sentença e das disposições do Contrato de Empréstimo ou Contrato de Garantia. Não obstante o supracitado, esta Subcláusula não autorizará qualquer acórdão ou aplicação da sentença contra o País Membro, salvo conforme tal processo poderá estar disponível de outra forma, exceto em virtude das disposições desta Subcláusula.

(l) A entrega de qualquer aviso ou a citação ligada a qualquer processo, de acordo com esta Subcláusula, ou a qualquer processo de aplicação de qualquer sentença pronunciada, de acordo com esta Subcláusula, poderão ser feitas na maneira prevista na Subcláusula 10.01. As partes do Contrato de Empréstimo e do Contrato de Garantia renunciam a todos e quaisquer requisitos para a entrega de qualquer notificação ou citação.

CLÁUSULA IX

Vigência; Rescisão

Subcláusula 9.01. *Condições de Vigência dos Contratos Legais*

Os Contratos Legais não entrarão em vigor até que sejam fornecidas evidências satisfatórias ao Banco de que as condições especificadas nos parágrafos (a) a (c) desta Subcláusula foram cumpridas.

(a) A celebração e entrega de cada Contrato Legal em nome da Parte do Empréstimo ou da Entidade Implementadora do Projeto que é uma parte de tal Contrato Legal foram devidamente autorizadas ou ratificadas por todas as ações governamentais e corporativas necessárias.

(b) se o Banco assim solicitar, a condição do Tomador (que não seja um País Membro) ou da Entidade Implementadora do Projeto, conforme declarado ou garantido ao Banco na data dos Contratos Legais, não sofreu qualquer mudança adversa relevante após tal data.

(c) Cada outra condição especificada no Contrato de Empréstimo como condição de sua vigência ocorreu ("Condição Adicional de Vigência").

Subcláusula 9.02. *Pareceres Jurídicos ou Certificados*

Como parte da evidência a ser fornecida de acordo com a Subcláusula 9.01, deverá ser dado ao Banco um parecer ou pareceres satisfatórios para o Banco do conselho aceitável para o Banco ou, se o Banco assim solicitar, um certificado satisfatório para o Banco de um funcionário competente do País Membro, mostrando as seguintes questões:

(a) em nome de cada Parte do Empréstimo e da Entidade Implementadora do Projeto, que o Contrato Legal do qual é parte foi devidamente autorizado ou ratificado por, e assinado e entregue em nome de, tal parte e é juridicamente vinculativo em relação a tal parte de acordo com seus termos; e

(b) qualquer outro assunto especificado no Contrato de Empréstimo ou razoavelmente solicitado pelo Banco em conexão com os Contratos Legais para os fins desta Subcláusula (“Questão Jurídica Adicional”).

Subcláusula 9.03. *Data de Entrada em Vigor*

(a) Salvo segundo o Banco e o Tomador concordarem em contrário, os Contratos Legais entrarão em vigor na data em que o Banco enviar às Partes do Empréstimo e à Entidade Implementadora do Projeto uma notificação sobre sua aceitação da evidência exigida nos termos da Subcláusula 9.01 (“Data de Entrada em Vigor”).

(b) Se, antes da Data de Entrada em Vigor, ocorrer qualquer evento que daria direito ao Banco de suspender o direito do Tomador de fazer saques da Conta do Empréstimo, se o Contrato de Empréstimo tivesse vigente, ou o Banco tiver determinado que há uma situação extraordinária prevista de acordo com a Subcláusula 3.08 (a), o Banco poderá adiar o envio da notificação mencionada no parágrafo (a) desta Subcláusula até que tal evento (ou eventos) ou situação deixe (ou tenha deixado) de existir.

Subcláusula 9.04. *Rescisão de Contratos Legais por Falha na Efetivação*

Os Contratos Legais e todas as obrigações das partes sob os Contratos Legais serão rescindidos se os Contratos Legais não tiverem entrado em vigor até a data (“Prazo de Vigência”) especificada no Contrato de Empréstimo para os fins desta Subcláusula, a menos que o Banco, após consideração dos motivos do atraso, estabeleça um Prazo de Vigência posterior para os fins desta Subcláusula. O Banco notificará imediatamente as Partes do Empréstimo e a Entidade Implementadora do Projeto de tal Prazo de Vigência posterior.

Subcláusula 9.05. *Rescisão de Contratos Legais sobre Pagamento Integral*

Os Contratos Legais e todas as obrigações das partes sob os Contratos Legais terminam imediatamente com o pagamento integral do Saldo do Empréstimo Sacado e de todos os outros Pagamentos do Empréstimo devidos.

CLÁUSULA X

Disposições Diversas

Subcláusula 10.01. *Notificações e Solicitações*

Qualquer notificação ou solicitação exigida ou autorizada a ser dada ou feita sob qualquer Contrato Legal ou qualquer outro contrato entre as partes contempladas pelo Contrato Legal será por escrito. Salvo segundo previsto de outra forma na Subcláusula 9.03 (a), tal notificação ou solicitação será considerada devidamente entregue ou efetuada quando entregue em mãos ou por correio, telex ou fax (ou, se permitido nos termos do Contrato Legal, por outros meios eletrônicos) à parte à qual é exigido ou permitido, no endereço de tal parte especificado no Contrato Legal ou em outro endereço que a parte tiver designado por meio de uma notificação à outra parte que entregar tal notificação ou fizer tal solicitação. Entregas feitas por transmissão de fax também deverão ser confirmadas por correio.

Subcláusula 10.02. *Ação em Nome das Partes do Empréstimo e da Entidade Implementadora do Projeto*

(a) O representante designado por uma Parte do Empréstimo no Contrato Legal do qual é uma parte (e o representante designado pela Entidade Implementadora do Projeto no Contrato de Projeto) para os fins desta Subcláusula, ou qualquer pessoa autorizada por escrito por esse representante para esse fim, pode tomar qualquer medida necessária ou permitida de acordo com tal Contrato Legal, bem como assinar quaisquer documentos exigidos ou autorizados a serem assinados de acordo com tal Contrato Legal, em nome de tal Parte do Empréstimo (ou da Entidade Implementadora do Projeto, conforme o caso).

(b) O representante assim designado pela Parte do Empréstimo ou pessoa assim autorizada por tal representante pode concordar com qualquer modificação ou ampliação das disposições de tal Contrato Legal em nome de tal Parte do Empréstimo por instrumento escrito assinado por tal representante ou pessoa autorizada; desde que, na opinião de tal representante, a modificação ou ampliação seja cabível nas circunstâncias e não aumente substancialmente as obrigações das Partes do Empréstimo, nos termos dos Contratos Legais. O Banco pode aceitar a assinatura por tal representante ou outra pessoa autorizada de qualquer instrumento do tipo como evidência conclusiva de que tal representante é dessa opinião.

Subcláusula 10.03. *Comprovação de Alçada*

As Partes do Empréstimo e a Entidade Implementadora do Projeto deverão fornecer ao Banco: (a) evidência suficiente da autoridade da pessoa ou pessoas que, em nome de tal parte, tomarão qualquer medida ou assinarão quaisquer documentos exigidos ou permitidos nos termos do Contrato Legal do qual é uma parte; e (b) o reconhecimento de firma de cada pessoa.

Subcláusula 10.04. *Assinatura em Vias*

Cada Contrato Legal pode ser firmado em diversas vias, cada uma das quais devendo ser uma via original.

Subcláusula 10.05. *Divulgação*

O Banco poderá divulgar os Contratos Legais e qualquer informação relacionada aos Contratos Legais, de acordo com sua política de acesso à informação, em vigor no momento de tal divulgação.

APÊNDICE

Definições

1. “Condição Adicional de Vigência” significa qualquer condição de vigência especificada no Contrato de Empréstimo para os fins da Subcláusula 9.01 (c).

2. “Evento Adicional de Antecipação” significa qualquer evento de antecipação especificado no Contrato de Empréstimo para os fins da Subcláusula 7.06 (f).

3. “Evento Adicional de Suspensão” significa qualquer evento de suspensão especificado no Contrato de Empréstimo para os fins da Subcláusula 7.02 (m).

4. “Questão Jurídica Adicional” significa cada questão especificada no Contrato de Empréstimo ou solicitada pelo Banco em conexão com os Contratos Legais para os fins da Subcláusula 9.02 (b).

5. “Moeda Aprovada” significa, para uma Conversão de Moeda, qualquer Moeda aprovada pelo Banco que, na Conversão, se torne a Moeda do Empréstimo.

6. “Tribunal Arbitral” significa o tribunal arbitral estabelecido de acordo com a Subcláusula 8.04.

7. “Ativos” inclui imóvel, receita e créditos de qualquer natureza.

8. “Associação” significa a Associação Internacional de Desenvolvimento.

9. “Banco” significa o Banco Internacional para Reconstrução e Desenvolvimento.

10. “Endereço do Banco” significa o endereço do Banco especificado nos Contratos Legais para os fins da Subcláusula 10.01.

11. “Tomador” significa a parte do Contrato de Empréstimo à qual o Empréstimo é estendido.

12. “Endereço do Tomador” significa o endereço do Tomador especificado no Contrato de Empréstimo para os fins da Subcláusula 10.01.

13. “Representante do Tomador” significa o representante do Tomador especificado no Contrato de Empréstimo para os fins da Subcláusula 10.02.

14. “Data de Fechamento” significa a data especificada no Contrato de Empréstimo (ou em uma data posterior que o Banco estabelecerá mediante notificação às Partes do Empréstimo), após a qual o Banco poderá, mediante notificação às Partes do Empréstimo, rescindir o direito do Tomador de sacar da Conta do Empréstimo.

15. “Cofinanciador” significa o financiador (que não seja o Banco ou a Associação) mencionado na Subcláusula 7.02 (h) que fornece o Cofinanciamento. Se o Contrato de Empréstimo especificar mais de um financiador, “Cofinanciador” se refere separadamente a cada um desses financiadores.

16. “Cofinanciamento” significa o financiamento mencionado na Subcláusula 7.02 (h) e especificado no Contrato de Empréstimo fornecido ou a ser fornecido para o Projeto pelo

Cofinanciador. Se o Contrato de Empréstimo especificar mais de um financiador, "Cofinanciador" se refere separadamente a cada um desses financiadores.

17. "Contrato de Cofinanciamento" significa o contrato mencionado na Subcláusula 7.02 (h) que prevê o Cofinanciamento.

18. "Prazo de Cofinanciamento" significa a data mencionada na Subcláusula 7.02 (h) (i) e especificada no Contrato de Empréstimo até o qual o Contrato de Cofinanciamento entrará em vigor. Se o Contrato de Empréstimo especificar mais de uma data, "Prazo de Cofinanciamento" se refere separadamente a cada uma dessas datas.

19. "Conversão" significa qualquer uma das seguintes modificações dos termos de todo ou parte do Empréstimo que tenham sido solicitadas pelo Tomador e aceitas pelo Banco: (a) uma Conversão da Taxa de Juros; (b) uma Conversão de Moeda; ou (c) o estabelecimento de um Teto da Taxa de Juros ou Piso da Taxa de Juros sobre a Taxa Variável; cada um conforme previsto no Contrato de Empréstimo.

20. "Data de Conversão" significa, para uma Conversão, a Data de Assinatura ou outra data que o Banco determinar, na qual a Conversão entra em vigor, conforme especificado nas Diretrizes de Conversão.

21. "Diretrizes de Conversão" significa, para uma Conversão, as "Diretrizes de Conversão das Condições do Empréstimos". emitidas de tempos em tempos pelo Banco e em vigor no momento da Conversão.

22. "Período de Conversão" significa, para uma Conversão, o período que inclui a Data de Conversão até o último dia do Período de Juros no qual a Conversão termina de acordo com seus termos; desde que, exclusivamente com o objetivo de permitir que o pagamento final de juros e principal sob uma Conversão de Moeda seja feito na Moeda Aprovada, tal período termine na Data de Pagamento imediatamente após o último dia do referido Período de Juros aplicável final.

23. "Contraparte" significa uma parte com a qual o Banco celebra uma transação de derivativos para efetuar uma Conversão.

24. "Moeda" significa a moeda de um país e o Direito de Saque Especial do Fundo Monetário Internacional. "Moeda de um país" significa a moeda que é a moeda corrente usada para o pagamento de dívidas públicas e privadas nesse país.

25. "Conversão de Moeda" significa uma alteração da Moeda do Empréstimo de todo ou qualquer valor do Saldo do Empréstimo Não Sacado ou Saldo do Empréstimo Sacado para uma Moeda Aprovada.

26. "Transação de Hedge de Moeda" significa, para uma Conversão de Moeda, uma ou mais transações de swap de Moeda celebradas pelo Banco com uma Contraparte na Data de Assinatura e de acordo com as Diretrizes de Conversão, em conexão com a Conversão de Moeda.

27. "Período de Juros de Mora" significa para qualquer valor devido do Saldo do Empréstimo Sacado, cada Período de Juros durante o qual tal valor devido permanecer sem quitação; desde que, no entanto, o primeiro Período de Juros de Mora tenha início no 31º dia seguinte, a data em que esse valor se tornar vencido e o final desse Período de Juros de Mora terminar na data em que tal valor for totalmente quitado.

28. "Taxa de Juros de Mora" significa para qualquer Período de Juros de Mora:

    (a) em relação a qualquer valor do Saldo do Empréstimo Sacado ao qual a Taxa de Juros de Mora se aplicar e para a qual os juros forem devidos a uma Taxa Variável imediatamente antes da aplicação da Taxa de Juros de Mora: a Taxa de Mora Variável mais meio por cento (0,5%); e

    (b) em relação a qualquer valor do Saldo do Empréstimo Sacado ao qual a Taxa de Juros de Mora se aplicar e para a qual os juros forem devidos a uma Taxa Fixa imediatamente antes da aplicação da Taxa de Juros de Mora: Taxa de Mora de Referência mais o Spread Fixo mais meio por cento (0,5%).

29. "Taxa de Mora de Referência" significa a Taxa de Referência para o Período de Juros relevante; entendendo-se que, para o Período de Juros de Mora inicial, a Taxa de Mora de Referência deverá ser igual à Taxa de Referência do Período de Juros em que o valor referido na Subcláusula 3.02 (e) se tornar vencido primeiro.

30. "Taxa de Mora Variável" significa a Taxa Variável para o Período de Juros relevante; ficando ressalvado que:

    (a) para o Período de Juros de Mora inicial, a Taxa de Mora Variável deverá ser igual à Taxa Variável do Período de Juros em que o valor referido na Subcláusula 3.02 (e) se tornar vencido primeiro. e

    (b) para um valor do Saldo do Empréstimo Sacado ao qual a Taxa de Juros de Mora se aplicar e para a qual os juros eram pagáveis a uma Taxa Variável com base em uma Taxa de Referência Fixa e no Spread Variável imediatamente antes da aplicação da Taxa de Juros de Mora, a "Taxa de Mora Variável" será igual à Taxa de Mora de Referência mais o Spread Variável.

31. "Contrato de Derivativos" significa qualquer contrato de derivativos entre o Banco e uma Parte do Empréstimo com o objetivo de documentar e confirmar uma ou mais transações de derivativos entre o Banco e tal Parte do Empréstimo, conforme tal contrato possa ser alterado de tempos em tempos. "Contrato de Derivativos" inclui todos os anexos, apensos e contratos complementares ao Contrato de Derivativos.

32. "Valor Desembolsado" significa, para cada Período de Juros, o valor do principal agregado do Empréstimo sacado da Conta do Empréstimo durante o Período de Juros.

33. "Dólar", "US$" e "USD" significam, individualmente, a moeda oficial dos Estados Unidos da América.

34. “Data de Entrada em Vigor” significa a data em que os Contratos Legais entram em vigor de acordo com a Subcláusula 9.03 (a).

35. “Prazo de Vigência” significa a data mencionada na Subcláusula 9.04, após a qual os Contratos Legais serão rescindidos se não tiverem entrado em vigor, conforme previsto nessa Subcláusula.

36. “Despesa Elegível” significa uma despesa cujo pagamento atende aos requisitos da Subcláusula 2.05 e que é consequentemente elegível para financiamento com os proventos do Empréstimo.

37. “EURIBOR” significa para qualquer Período de Juros, a taxa interbancária em Euros oferecida para depósitos em Euros por seis meses, expressa em porcentagem ao ano, que aparece na Página de Taxas Relevantes a partir das 11h00, horário de Bruxelas, na data de Redefinição da Taxa de Referência para o Período de Juros.

38. ““Euro”, “€” e “EUR”” significam a moeda legal da Área do Euro.

39. “Área do Euro” significa a união econômica e monetária dos países-membros da União Europeia que adotam a moeda única, em conformidade com o Tratado que estabelece a Comunidade Europeia, conforme alterado pelo Tratado da União Europeia.

40. “Data de Assinatura” significa, para uma Conversão, a data em que o Banco tomou todas as medidas necessárias para efetuar a Conversão, conforme razoavelmente determinado pelo Banco.

41. “Dívida Externa” significa qualquer dívida que seja ou possa ser pagável em uma Moeda diferente da Moeda do País Membro.

42. “Centro Financeiro” significa: (a) para uma Moeda diferente de Euro, o principal centro financeiro da Moeda relevante; e (b) para o Euro, o centro financeiro representante do Estado membro relevante na Área do Euro.

43. “Demonstrações Financeiras” significa as demonstrações financeiras a serem mantidas para o Projeto, conforme previsto na Subcláusula 5.09.

44. “Taxa Fixa” significa:

(a) mediante uma Conversão da Taxa de Juros da Taxa Variável, uma taxa de juros fixa aplicável ao valor do Empréstimo ao qual a Conversão se aplica, igual a: (i) a taxa de juros que reflete a taxa fixa de juros a pagar pelo Banco sob a Operação de Hedge de Juros referente à Conversão (ajustada de acordo com as Diretrizes de Conversão para a diferença, se houver, entre a Taxa Variável e a taxa variável de juros a receber pelo Banco nos termos da Operação de Hedge de Juros); ou (ii) se o Banco assim determinar de acordo com as Diretrizes de Conversão, a Screen Rate; e

(b) mediante uma Conversão de Moeda de uma quantia do Empréstimo que acumulará juros a uma taxa fixa durante o Período de Conversão, uma taxa fixa de juros aplicável a tal quantia igual a: (i) a taxa de juros que reflete a taxa fixa de juros a pagar pelo

Banco sob a Transação de Hedge de Moeda relacionada à Conversão de Moeda; ou (ii) se o Banco assim determinar de acordo com as Diretrizes de Conversão, o componente da taxa de juros da Screen Rate.

45. "Taxa de Referência Fixa" significa:

(a) mediante uma Conversão da Taxa de Juros de uma Taxa Variável com base em uma Taxa de Referência e Spread Variável em uma Taxa Variável com base em uma "Taxa de Referência Fixa" e Spread Variável, a taxa fixa equivalente da Taxa de Referência relevante para a Moeda do Empréstimo aplicável ao valor do Empréstimo ao qual a Conversão se aplica, cuja taxa fixa equivalente será igual a: (i) a taxa de juros que reflete a taxa fixa de juros a pagar pelo Banco sob a Transação de Hedge de Moeda ou Operação de Hedge de Juros relacionada à Conversão de Moeda; ou (ii) se o Banco assim determinar de acordo com as Diretrizes de Conversão, a Screen Rate; e

(b) mediante uma Conversão de Moeda de um valor do Empréstimo que acumulará juros a uma Taxa Variável com base em uma "Taxa de Referência Fixa" e no Spread Variável, a taxa fixa equivalente a: (i) a Taxa de Referência relevante para a Moeda Aprovada aplicável ao valor do Empréstimo ao qual a Conversão se aplica; mais (ii) um spread (se houver) à Taxa de Referência relevante, conforme razoavelmente determinado pelo Banco, de acordo com as Diretrizes de Conversão, cuja taxa fixa equivalente será igual a: (A) a taxa de juros que reflete a taxa fixa de juros a pagar pelo Banco sob a Transação de Hedge de Moeda relacionada à Conversão de Moeda; ou (B) se o Banco assim determinar de acordo com as Diretrizes de Conversão, o componente da taxa de juros da Screen Rate.

46. "Spread fixo" significa o spread fixo do Banco para a Moeda do Empréstimo inicial em vigor às 00h01, horário de Washington, D.C., um dia antes da data do Contrato de Empréstimo e expresso em porcentagem ao ano; ficando estabelecido que: (a) para fins de determinação da Taxa de Juros de Mora, conforme a Subcláusula 3.02 (e), que é aplicável a um valor do Saldo do Empréstimo Sacado sobre o qual os juros são devidos a uma Taxa Fixa, o "Spread Fixo" significa o spread fixo do Banco em vigor às 00h01, horário de Washington, D.C., um dia antes da data do Contrato de Empréstimo para a Moeda de denominação de tal valor; (b) para fins de Conversão da Taxa Variável com base em um Spread Variável para uma Taxa Variável com base em um Spread Fixo e para fins de fixação do Spread Variável de acordo com a Subcláusula 4.02, "Spread Fixo" significa o spread fixo do Banco para a Moeda do Empréstimo em vigor às 00h01, horário de Washington, D.C., na Data de Conversão; e (c) mediante uma Conversão de Moeda de todo ou qualquer valor do Saldo do Empréstimo Não Sacado, o Spread Fixo será ajustado na Data de Assinatura da maneira especificada nas Diretrizes de Conversão.

47. "Despesas Estrangeiras" significa uma despesa na Moeda de qualquer país que não seja o País Membro para bens, obras ou serviços fornecidos a partir do território de qualquer país que não seja o País Membro.

48. "Taxa Inicial" significa a taxa especificada no Contrato de Empréstimo para os fins da Subcláusula 3.01.

49. "Contrato de Garantia" significa o contrato entre um País Membro e o Banco que prevê a garantia do Empréstimo, conforme tal contrato possa ser alterado de tempos em tempos. O "Contrato de Garantia" inclui estas Condições Gerais, conforme aplicadas a ele, e todos os apêndices, anexos e contratos complementares ao Contrato de Garantia.

50. "Garantidor" significa o País Membro que é uma parte do Contrato de Garantia.

51. "Endereço do Garantidor" significa o endereço do Garantidor especificado no Contrato de Garantia para os fins da Subcláusula 10.01.

52. "Representante do Garantidor" significa o representante do Garantidor especificado no Contrato de Empréstimo para os fins da Subcláusula 10.02.

53. "Geração de Dívida" inclui a premissa ou garantia da dívida e qualquer renovação, prorrogação ou modificação das condições da dívida ou da premissa ou garantia da dívida.

54. "Operação de Hedge de Juros" significa, para uma Conversão da Taxa de Juros, uma ou mais transações de swap de taxa de juros celebradas pelo Banco com uma Contraparte na Data de Assinatura e de acordo com as Diretrizes de Conversão, em conexão com a Conversão da Taxa de Juros.

55. "Período de Juros" significa o período inicial a contar da data do Contrato de Empréstimo, inclusive, até, mas excluindo, a primeira Data de Pagamento que ocorrer a partir de então, e, após o período inicial, cada período a contar de uma Data de Pagamento, inclusive, até, mas excluindo, a Data de Pagamento subsequente.

56. "Teto da Taxa de Juros" significa um teto que define um limite superior. (a) com relação a uma parte do empréstimo que acumule juros a uma Taxa Variável com base na Taxa de Referência e no Spread Fixo, para a Taxa Variável: ou (b) com relação a uma parte do empréstimo que acumule juros a uma Taxa Variável com base na Taxa de Referência e no Spread Variável, para a Taxa de Referência:

57. "Piso da Taxa de Juros" significa uma combinação de teto e piso que estabelece um limite superior e inferior: (a) com relação a uma parte do empréstimo que acumule juros a uma Taxa Variável com base na Taxa de Referência e no Spread Fixo, para a Taxa Variável: ou (b) com relação a uma parte do empréstimo que acumule juros a uma Taxa Variável com base na Taxa de Referência e no Spread Variável, para a Taxa de Referência:

58. "Conversão da Taxa de Juros" significa uma alteração da base da taxa de juros aplicável a todo ou qualquer valor do Saldo do Empréstimo Sacado: (a) da Taxa Variável à Taxa Fixa ou vice-versa; ou (b) de uma Taxa Variável baseada em um Spread Variável para uma Taxa Variável baseada em um Spread Fixo; ou (c) de uma Taxa Variável com base em uma Taxa de Referência e o Spread Variável para uma Taxa Variável com base em uma Taxa de Referência Fixa e Spread Variável, ou vice-versa;

59. "Contrato Legal" significa qualquer Contrato de Empréstimo, Contrato de Garantia ou Contrato de Projeto. "Contratos Legais" significa coletivamente todos esses contratos.

60. “LIBOR” significa para qualquer Período de Juros, a taxa interbancária do mercado de Londres para depósitos na Moeda do Empréstimo relevante por seis meses, expressa em porcentagem ao ano, que aparece na Página de Taxas Relevantes a partir das 11h00, horário de Londres, na data de Redefinição da Taxa de Referência para o Período de Juros.

61. “Gravame” inclui hipotecas, penhores, encargos, privilégios e prioridades de qualquer natureza.

62. “Empréstimo” significa o empréstimo previsto no Contrato de Empréstimo.

63. “Conta do Empréstimo” significa a conta aberta pelo Banco em seus livros no nome do Tomador à qual o valor do Empréstimo é creditado.

64. “Contrato de Empréstimo” significa o contrato de empréstimo entre o Banco e o Tomador que prevê o Empréstimo, conforme tal contrato poderá ser alterado eventualmente. O “Contrato de Empréstimo” inclui estas Condições Gerais, conforme aplicadas a ele, e todos os apêndices, anexos e contratos complementares ao Contrato de Empréstimo.

65. “Moeda do Empréstimo” significa a Moeda na qual o Empréstimo é denominado; ficando estabelecido que, se o Contrato de Empréstimo prever Conversões, “Moeda do Empréstimo” significa a Moeda na qual o Empréstimo é denominado de tempos em tempos. Se o Empréstimo for denominado em mais de uma moeda, “Moeda do Empréstimo” refere-se separadamente a cada uma de tal Moedas.

66. “Parte do Empréstimo” significa o Tomador ou o Garantidor. “Partes do Empréstimo” significa, coletivamente, o Tomador e o Garantidor;

67. “Pagamento do Empréstimo” significa qualquer quantia a pagar pelas Partes do Empréstimo ao Banco nos termos dos Contratos Legais ou destas Condições Gerais, incluindo (entre outras) qualquer quantia do Saldo do Empréstimo Sacado, juros, a Taxa Inicial, os juros da Taxa de Juros de Mora (se houver), qualquer prêmio de pagamento antecipado, qualquer taxa de transação para uma Conversão ou término antecipado de uma Conversão, o Encargo de Fixação de Spread Variável (se houver), qualquer prêmio a pagar mediante o estabelecimento de um Teto da Taxa de Juros ou Piso da Taxa de Juros e qualquer Valor Descoberto a pagar pelo Tomador.

68. “Despesa Local” significa uma despesa: (a) na Moeda do País Membro; ou (b) para bens, obras ou serviços fornecidos a partir do território do País Membro; desde que, no entanto, se a Moeda do País Membro também for a de outro país do qual os bens, trabalhos ou serviços são fornecidos, uma despesa em tal Moeda para tais bens, trabalhos ou serviços será considerada uma Despesa Estrangeira.

69. “Dia Útil em Londres” significa qualquer dia em que os bancos comerciais estejam abertos para negociações (inclusive negociações de câmbio e depósitos em Moeda estrangeira) em Londres.

70. “Data de Determinação de Vencimento” significa, para cada Valor Desembolsado, o primeiro dia do Período de Juros seguinte após o Período de Juros em que o Valor Desembolsado é sacado.

71. “País Membro” significa o membro do Banco que é o Tomador ou Garantidor.

72. “Data de Pagamento” significa cada data especificada no Contrato de Empréstimo que ocorre na data ou após a data do Contrato de Empréstimo, na qual os juros são devidos.

73. “Adiantamento de Preparação” significa o adiantamento referido para o Contrato de Empréstimo e reembolsável de acordo com a Subcláusula 2.07 (a).

74. “Data de Pagamento do Principal” significa cada data especificada no Contrato de Empréstimo na qual toda ou qualquer parcela do valor do principal do Empréstimo é devida.

75. “Projeto” significa o projeto descrito no Contrato de Empréstimo, para o qual o Empréstimo é concedido, conforme a descrição de tal projeto possa ser alterada de tempos em tempos pelo contrato entre o Banco e o Tomador.

76. “Contrato de Projeto” significa o contrato entre o Banco e a Entidade Implementadora do Projeto referente à implantação de todo ou parte do Projeto, conforme esse contrato possa ser alterado de tempos em tempos. O “Contrato de Empréstimo” inclui estas Condições Gerais, conforme aplicadas a ele, e todos os apêndices, anexos e contratos complementares ao Contrato de Projeto.

77. “Entidade Implementadora do Projeto” significa uma pessoa jurídica (que não seja o Tomador ou o Garantidor) responsável pela implementação de todo ou parte do Projeto e que é parte no Contrato de Projeto. Se o Banco firmar um Contrato de Projeto com mais de uma dessas entidades, a “Entidade Implementadora do Projeto” se refere separadamente a cada uma dessas entidades.

78. “Endereço da Entidade Implementadora do Projeto” significa o endereço da Entidade Implementadora do Projeto especificado no Contrato de Projeto para os fins da Subcláusula 10.01.

79. “Representante da Entidade Implementadora do Projeto” significa o representante da Entidade Implementadora do Projeto especificado no Contrato de Projeto para os fins da Subcláusula 10.02 (a).

80. “Relatório do Projeto” significa cada relatório do Projeto a ser preparado e fornecido ao Banco de acordo com a Subcláusula 5.08 (b).

81. “Bens Públicos” significa ativos do País Membro, de qualquer uma de suas subdivisões políticas ou administrativas e de qualquer entidade pertencente ou controlada por, ou operando por conta ou benefício do País Membro ou de qualquer subdivisão desse tipo, incluindo ativos em ouro e em câmbio detidos por qualquer instituição que desempenhe as funções de um banco central ou fundo de estabilização de câmbio, ou funções similares, para o País Membro.

82. “Taxa de Referência” significa, para qualquer Período de Juros:

(a) para USD e JPY, LIBOR para a moeda do empréstimo relevante. Se tal taxa não aparecer na Página de Taxa Relevante, o Banco solicitará ao escritório principal de Londres de cada um dos quatro principais bancos que forneça uma cotação da taxa à qual oferece depósitos de seis meses na Moeda do Empréstimo relevante aos principais bancos no mercado interbancário de Londres aproximadamente às 11h00, horário de Londres, na data de Redefinição da Taxa de Referência para o Período de Juros. Se pelo menos duas dessas cotações forem fornecidas, a taxa do Período de Juros será a média aritmética (conforme determinado pelo Banco) das cotações. Se forem fornecidas menos de duas cotações, conforme solicitado, a taxa para o Período de Juros será a média aritmética (conforme determinado pelo Banco) das taxas cotadas pelos quatro principais bancos selecionados pelo Banco no Centro Financeiro relevante, aproximadamente às 11h00 no Centro Financeiro, na Data de Redefinição da Taxa de Referência do Período de Juros para empréstimos na Moeda do Empréstimo a bancos líderes por um período de seis meses. Se menos de dois dos bancos selecionados estiverem cotando tais taxas, a Taxa de Referência para a Moeda do Empréstimo relevante para o Período de Juros será igual à Taxa de Referência em vigor no Período de Juros imediatamente anterior;

b) para o Euro, EURIBOR. Se tal taxa não aparecer na Página de Taxa Relevante, o Banco solicitará ao escritório principal da Área do Euro de cada um dos quatro principais bancos que forneça uma cotação da taxa à qual oferece depósitos de seis meses em Euros aos principais bancos no mercado interbancário da área do Euro aproximadamente às 11h00, horário de Bruxelas, na data de Redefinição da Taxa de Referência para o Período de Juros. Se pelo menos duas dessas cotações forem fornecidas, a taxa do Período de Juros será a média aritmética (conforme determinado pelo Banco) das cotações. Se forem fornecidas menos de duas cotações, conforme solicitado, a taxa para o Período de Juros será a média aritmética (conforme determinado pelo Banco) das taxas cotadas pelos quatro principais bancos selecionados pelo Banco no Centro Financeiro relevante, aproximadamente às 11h00 no Centro Financeiro, na Data de Redefinição da Taxa de Referência para o Período de Juros para empréstimos em Euros a bancos líderes por um período de seis meses. Se menos de dois dos bancos selecionados estiverem cotando tais taxas, a Taxa de Referência para Euro para o Período de Juros será igual à Taxa de Referência em vigor no Período de Juros imediatamente anterior;

(c) se o Banco determinar que a LIBOR (em relação ao USD e JPY) ou a EURIBOR (em relação ao Euro) deixou de ser permanentemente cotada para essa moeda, outra taxa de referência comparável para a moeda relevante conforme o Banco determinará de acordo com a Subcláusula 3.02 (c); e

(d) para qualquer moeda que não seja USD, Euro ou JPY: (i) a taxa de referência para a Moeda do Empréstimo inicial, conforme especificada ou referida no Contrato de Empréstimo; ou (ii) no caso de Conversão de Moeda para essa outra moeda, a taxa de referência conforme será determinada pelo Banco de acordo com as Diretrizes de Conversão e a notificação dada ao Tomador de acordo com a Subcláusula 4.01 (b).

83. "Data de Redefinição da Taxa de Referência" significa:

(a) para USD e JPY, o dia que corresponder a dois Dias Úteis em Londres antes do primeiro dia do Período de Juros relevante (ou: (i) no caso do Período de Juros inicial, o dia que corresponder a dois Dias Úteis em Londres anteriores ao primeiro ou décimo quinto dia do mês em que o Contrato de Empréstimo for assinado, o dia que ocorrer imediatamente antes da data do Contrato de Empréstimo; desde que, se a data do Contrato de Empréstimo cair no primeiro ou décimo quinto dia de tal mês, a Data de Redefinição da Taxa de Referência seja o dia que corresponder a dois Dias Úteis em Londres antes da data do Contrato de Empréstimo; e (ii) se a Data de Conversão para uma Conversão de Moeda de uma quantia do Saldo do Empréstimo Não Sacado para USD ou JPY cair em um dia que não seja uma Data de Pagamento, a Data de Redefinição da Taxa de Referência inicial para a Moeda Aprovada será o dia que corresponder a dois Dias Úteis de Londres anteriores ao primeiro ou décimo quinto dia do mês em que a Data de Conversão cair, o dia que ocorrer imediatamente antes da Data de Conversão; desde que, se a Data de Conversão cair no primeiro ou décimo quinto dia de tal mês, a Data de Redefinição da Taxa de Referência para a Moeda Aprovada seja o dia que corresponder a dois Dias Úteis em Londres antes da Data de Conversão);

(b) para o Euro, o dia que corresponder a dois Dias de Liquidação Target anterior ao primeiro dia do Período de Juros relevante (ou: (i) no caso do Período de Juros inicial, o dia que corresponder a dois Dias de Liquidação Target anteriores ao primeiro ou décimo quinto dia do mês em que o Contrato de Empréstimo for assinado, o dia que ocorrer imediatamente antes da data do Contrato de Empréstimo; desde que, se a data do Contrato de Empréstimo cair no primeiro ou décimo quinto dia de tal mês, a Data de Redefinição da Taxa de Referência seja o dia que corresponder a dois Dias de Liquidação Target antes da data do Contrato de Empréstimo; e (ii) se a Data de Conversão de uma Conversão de Moeda de uma quantia do Saldo do Empréstimo Não Sacado para Euro cair em um dia que não seja uma Data de Pagamento, a Data de Redefinição da Taxa de Referência inicial para a Moeda Aprovada será o dia que corresponder a dois Dias de Liquidação Target anteriores ao primeiro ou décimo quinto dia do mês em que a Data de Conversão cair, o dia que ocorrer imediatamente antes da Data de Conversão; desde que, se a Data de Conversão cair no primeiro ou décimo quinto dia de tal mês, a Data de Redefinição da Taxa de Referência para a Moeda Aprovada seja o dia que corresponder a dois Dias de Liquidação Target antes da Data de Conversão);

(c) se, para uma Conversão de Moeda em uma Moeda Aprovada, o Banco determinar que a prática de mercado para a determinação da Data de Redefinição da Taxa de Referência ocorre em uma data diferente do estabelecido nos referidos subparágrafos (a) ou (b) desta Subcláusula, a Data de Redefinição da Taxa de Referência será tal outra data, conforme especificado nas Diretrizes de Conversão; e

(d) para qualquer moeda que não seja USD, Euro e JPY: (i) o dia para a Moeda do Empréstimo inicial, conforme especificada ou referida no Contrato de Empréstimo; ou (ii) no caso de Conversão de Moeda para essa outra moeda, tal dia será determinado pelo Banco e a notificação dada ao Tomador de acordo com a Subcláusula 4.01 (b).

84. “Página de Taxa Relevante” significa a página de exibição designada por um provedor de dados do mercado financeiro estabelecido selecionado pelo Banco como a página com a finalidade de exibir a Taxa de Referência para depósitos na Moeda do Empréstimo.

85. “Parte Respectiva do Projeto” significa, para o Tomador e para qualquer Entidade Implementadora do Projeto, a parte do Projeto especificada nos Contratos Legais a ser realizada por ela.

86. “Screen Rate” significa:

(a) para uma Conversão da Taxa de Juros da Taxa Variável para a Taxa Fixa, a taxa de juros fixa determinada pelo Banco na Data de Assinatura com base na Taxa Variável e nas taxas de mercado exibidas por fornecedores de informações estabelecidos que refletem o Período de Conversão, o valor da Moeda e as disposições de amortização do valor do Empréstimo ao qual a Conversão se aplica;

(b) para uma Conversão da Taxa de Juros da Taxa Fixa para a Taxa Variável, a taxa de juros variável determinada pelo Banco na Data de Assinatura com base na Taxa Fixa e nas taxas de mercado exibidas por fornecedores de informações estabelecidos que refletem o Período de Conversão, o valor da Moeda e as disposições de amortização do valor do Empréstimo ao qual a Conversão se aplica;

(c) para uma Conversão da Taxa de Juros de uma Taxa Variável com base em uma Taxa de Referência e Spread Variável em uma Taxa Variável com base em uma Taxa de Referência Fixa e Spread Variável (ou vice-versa), a taxa de juros variável determinada pelo Banco na Data de Assinatura com base na Taxa de Referência ou Taxa de Referência Fixa (conforme o caso) aplicáveis antes da Conversão e taxas de mercado exibidas por fornecedores de informação estabelecidos refletindo o Período de Conversão, o valor da Moeda e as disposições de amortização do valor ao qual a Conversão se aplica;

(d) para uma Conversão de Moeda de uma quantia do Saldo do Empréstimo Não Sacado, a taxa de câmbio entre a Moeda do Empréstimo imediatamente antes da Conversão e a Moeda Aprovada, determinada pelo Banco na Data de Assinatura com base nas taxas de câmbio de mercado exibidas por fornecedores de Informações estabelecidos;

(e) para uma Conversão de Moeda de um valor do Saldo do Empréstimo Sacado que acumule juros a uma Taxa Variável com base em:

(i) uma Taxa de Referência e Spread Fixo, cada um dos seguintes: (A) a taxa de câmbio entre a Moeda do Empréstimo imediatamente antes da Conversão e a Moeda Aprovada, determinada pelo Banco na Data de Assinatura com base nas taxas de câmbio de mercado exibidas por fornecedores de informações estabelecidos; e (B) a taxa de juros fixa ou a taxa de juros variável (o que se aplica à Conversão), determinada pelo Banco na Data de Assinatura de acordo com as Diretrizes de Conversão, com base na taxa de juros aplicável a esse valor imediatamente antes das taxas de Conversão e de mercado exibidas por fornecedores de informações estabelecidas, refletindo o Período de Conversão, o valor da

Moeda e as disposições de amortização do valor do Empréstimo ao qual a Conversão se aplica; ou

(ii) uma Taxa de Referência ou uma Taxa de Referência Fixa e Spread Variável, cada um dos seguintes: (A) a taxa de câmbio entre a Moeda do Empréstimo imediatamente antes da Conversão e a Moeda Aprovada, determinada pelo Banco na Data de Assinatura com base nas taxas de câmbio de mercado exibidas por fornecedores de informações estabelecidos; e (B) a taxa de juros fixa ou a taxa de juros variável (o que se aplica à Conversão), determinada pelo Banco na Data de Assinatura de acordo com as Diretrizes de Conversão, com base na Taxa de Referência ou a Taxa de Referência Fixa (conforme aplicável) para esse valor imediatamente antes das taxas de Conversão mais um spread (se houver) e de taxas de mercado exibidas por fornecedores de informações estabelecidos, refletindo o Período de Conversão, o valor da Moeda e as disposições de amortização do valor do Empréstimo ao qual a Conversão se aplica; e

(f) para o término antecipado de uma Conversão, cada uma das taxas aplicadas pelo Banco com o objetivo de calcular o Valor Descoberto na data da rescisão antecipada, de acordo com as Diretrizes de Conversão, com base nas taxas de mercado exibidas por fornecedores de informações estabelecidos que refletem o Período de Conversão restante, o valor da Moeda e as disposições para amortização do valor do empréstimo ao qual a Conversão e a rescisão antecipada se aplicam.

87. “Compromisso Especial” significa qualquer compromisso especial firmado ou a ser celebrado pelo Banco nos termos da Subcláusula 2.02.

88. “Dia de Liquidação Target” significa qualquer dia em que o sistema Automatizado Transeuropeu de Transferência Expressa para Liquidação Bruta em Tempo Real (TARGET) esteja aberto para liquidação de Euro.

89. “Tributos” inclui impostos, arrecadações, taxas e tarifas de qualquer natureza, em vigor na data do Contratos Legais ou impostos após essa data.

90. “Árbitro” significa o terceiro árbitro designado de acordo com a Subcláusula 8.04 (c).

91. “Valor Descoberto” significa, para o término antecipado de uma Conversão: (a) um valor a pagar pelo Tomador ao Banco, igual ao valor agregado líquido a pagar pelo Banco em transações realizadas pelo Banco para terminar a Conversão, ou, se nenhuma transação for realizada, um valor determinado pelo Banco com base no Screen Rate, para representar o equivalente a esse valor agregado líquido; ou (b) um valor a pagar pelo Banco ao Tomador, igual ao valor agregado líquido a receber pelo Banco em transações realizadas pelo Banco para terminar a Conversão, ou, se nenhuma transação for realizada, um valor determinado pelo Banco com base no Screen Rate, para representar o equivalente a esse valor agregado líquido;

92. “Saldo do Empréstimo Não Sacado” significa o valor do Empréstimo restante não sacado da conta do Empréstimo de tempos em tempos.

93. "Taxa Variável" significa uma taxa de juros variável igual à soma de: (1) a Taxa de Referência para a Moeda do Empréstimo inicial; mais (2) o Spread Variável, se os juros acumularem a uma taxa com base no Spread Variável, ou o Spread Fixo, se os juros acumularem a uma taxa baseada no Spread Fixo; ficando estabelecido que:

(a) mediante uma Conversão da Taxa de Juros de uma taxa variável baseada no Spread Variável para uma taxa variável baseada em Spread Fixo, a "Taxa Variável" aplicável ao valor do Empréstimo ao qual a Conversão se aplica será igual à soma de: (i) a Taxa de Referência para a Moeda do Empréstimo; mais (ii) o Spread Fixo; mais (iii) o Encargo de Fixação de Spread Variável;

(b) mediante uma Conversão da Taxa de Juros da Taxa Fixa, uma taxa "Taxa Variável" aplicável ao valor do Empréstimo ao qual a Conversão se aplica, será igual a: (i) a soma de: (A) a Taxa de Referência para a Moeda do Empréstimo; mais (B) o spread à Taxa de Referência, se houver, a pagar pelo Banco sob a Operação de Hedge de Juros referente à Conversão (ajustada de acordo com as Diretrizes de Conversão para a diferença, se houver, entre a Taxa Fixa e a taxa fixa de juros a receber pelo Banco nos termos da Operação de Hedge de Juros); ou (ii) se o Banco assim determinar de acordo com as Diretrizes de Conversão, a Screen Rate;

(c) mediante uma Conversão da Taxa de Juros de uma taxa variável com base em:

(i) uma Taxa de Referência e o Spread Variável para uma taxa variável baseada em uma Taxa de Referência Fixa e o Spread Variável, a "Taxa Variável" aplicável ao valor do Empréstimo ao qual a Conversão se aplica será igual à soma de: (A) a Taxa de Referência Fixa para a Moeda do Empréstimo; mais (B) um spread (se houver) à Taxa de Referência, conforme razoavelmente determinado pelo Banco, de acordo com as Diretrizes de Conversão; mais (C) o Spread Variável; ou

(ii) uma Taxa de Referência Fixa e o Spread Variável para uma taxa variável baseada em uma Taxa de Referência e o Spread Variável, a "Taxa Variável" aplicável ao valor do Empréstimo ao qual a Conversão se aplica será igual à soma de: (A) a Taxa de Referência para a Moeda do Empréstimo; mais (B) um spread (se houver) à Taxa de Referência, conforme razoavelmente determinado pelo Banco, de acordo com as Diretrizes de Conversão; mais (C) o Spread Variável;

(d) mediante uma Conversão de Moeda em uma Moeda Aprovada de uma quantia do Saldo do Empréstimo Não Sacado e mediante o saque de qualquer quantia, a "Taxa Variável" aplicável a tal quantia será igual à soma de: (i) a Taxa de Referência para a Moeda Aprovada; mais (ii) o Spread Variável se esse valor acumular juros a uma taxa com base no Spread Variável ou o Spread Fixo se esse valor acumular juros a uma taxa com base no Spread Fixo; e

(e) mediante uma Conversão de Moeda em uma Moeda Aprovada de uma quantia do Saldo do Empréstimo Sacado que acumular juros a uma taxa variável durante o Período de Conversão, a "Taxa Variável" aplicável a tal quantia:

(i) para um empréstimo que acumule juros a uma taxa variável com base na Taxa de Referência e no Spread Fixo, será igual a: (A) o valor de: (1) a Taxa de Referência para a Moeda Aprovada; mais (2) o spread para Taxa de Referência, se houver, a pagar pelo Banco nos termos da Transação de Hedge de Moeda relacionada à Conversão de Moeda; ou (B) se o Banco assim determinar de acordo com as Diretrizes de Conversão, o componente da taxa de juros da Screen Rate; ou

(ii) para um empréstimo que acumule juros a uma taxa variável com base na Taxa de Referência e no Spread Variável, será igual à soma de: (A) a Taxa de Referência para Moeda Aprovada; mais (B) um spread (se houver) à Taxa de Referência para a Moeda Aprovada, conforme razoavelmente determinado pelo Banco, de acordo com as Diretrizes de Conversão; mais (C) o Spread Variável; ou

(iii) para um empréstimo que acumule juros a uma taxa variável com base em uma Taxa de Referência Fixa e em Spread Variável, seja igual à soma de: (A) a Taxa de Referência Fixa para Moeda Aprovada; mais (B) um spread (se houver) à Taxa de Referência para a Moeda Aprovada, conforme razoavelmente determinado pelo Banco, de acordo com as Diretrizes de Conversão; mais (C) o Spread Variável.

94. “Spread Variável” significa, para cada Período de Juros: (1) o spread padrão de empréstimos do Banco para empréstimos em vigor às 00h01, horário de Washington, D.C., um dia antes da data do Contrato de Empréstimo; (2) menos (ou mais) a margem média ponderada, para o Período de Juros, abaixo (ou acima) da Taxa de Referência, para depósitos de seis meses, em relação aos empréstimos pendentes do Banco ou parcelas do mesmo, alocadas por ele para financiar Empréstimos de Spread Variável; conforme razoavelmente determinado pelo Banco, e expresso em porcentagem ao ano. No caso de um Empréstimo denominado em mais de uma Moeda, “Spread Variável” se aplica separadamente a cada uma dessas Moedas.

95. “Encargo de Fixação de Spread Variável” significa, para uma Conversão para uma Taxa Fixa ou um Spread Fixo de todo ou qualquer parte do Empréstimo que acumule juros a uma taxa baseada no Spread Variável, o encargo do Banco por tal Conversão em vigor 00h01, horário de Washington, D.C., um dia antes da data de assinatura da Conversão;

96. “Saldo do Empréstimo Sacado” significa os valores do Empréstimo sacado da Conta do Empréstimo e pendentes de tempos em tempos.

97. “Iene”, “¥” e “JPY” significam a moeda legal do Japão.

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NADA MAIS. *Li, conferi, achei conforme e dou fé nessa tradução.*
São Paulo, 28 de maio de 2020
Tab. Emol: R$ 7.665,64
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Policy

IBRD General Conditions for Loans

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General Conditions for Loans

Dated March 12, 2012

Table of Contents

ARTICLE I

Introductory Provisions

Section 1.01. *Application of General Conditions*

These General Conditions set forth certain terms and conditions generally applicable to the Loan Agreement and to any other Legal Agreement. They apply to the extent the Legal Agreement so provides. If the Loan Agreement is between the Member Country and the Bank, references in these General Conditions to the Guarantor and the Guarantee Agreement shall be disregarded. If there is no Project Agreement between the Bank and a Project Implementing Entity, references in these General Conditions to the Project Implementing Entity and the Project Agreement shall be disregarded.

Section 1.02. *Inconsistency with Legal Agreements*

If any provision of any Legal Agreement is inconsistent with a provision of these General Conditions, the provision of the Legal Agreement shall govern.

Section 1.03. *Definitions*

Whenever used in these General Conditions or in the Legal Agreements (except as otherwise provided in the Legal Agreements), the terms set forth in the Appendix have the meanings ascribed to them in the Appendix.

Section 1.04. *References; Headings*

References in these General Conditions to Articles, Sections and Appendix are to the Articles and Sections of, and the Appendix to, these General Conditions. The headings of the Articles, Sections and Appendix, and the Table of Contents are inserted in these General Conditions for reference only and shall not be taken into consideration in interpreting these General Conditions.

ARTICLE II

Withdrawals

Section 2.01. *Loan Account; Withdrawals Generally; Currency of Withdrawal*

(a) The Bank shall credit the amount of the Loan to the Loan Account in the Loan Currency. If the Loan is denominated in more than one currency, the

Bank shall divide the Loan Account into multiple sub-accounts, one for each Loan Currency.

(b) The Borrower may from time to time request withdrawals of amounts of the Loan from the Loan Account in accordance with the provisions of the Loan Agreement and of these General Conditions.

(c) Each withdrawal of an amount of the Loan from the Loan Account shall be made in the Loan Currency of such amount. The Bank shall, at the request and acting as an agent of the Borrower, and on such terms and conditions as the Bank shall determine, purchase with the Loan Currency withdrawn from the Loan Account such Currencies as the Borrower shall reasonably request to meet payments for Eligible Expenditures.

Section 2.02. *Special Commitment by the Bank*

At the Borrower's request and on such terms and conditions as the Bank and the Borrower shall agree, the Bank may enter into special commitments in writing to pay amounts for Eligible Expenditures notwithstanding any subsequent suspension or cancellation by the Bank or the Borrower ("Special Commitment").

Section 2.03. *Applications for Withdrawal or for Special Commitment*

(a) When the Borrower wishes to request a withdrawal from the Loan Account or to request the Bank to enter into a Special Commitment, the Borrower shall deliver to the Bank a written application in such form and substance as the Bank shall reasonably request. Applications for withdrawal, including the documentation required pursuant to this Article, shall be made promptly in relation to Eligible Expenditures.

(b) The Borrower shall furnish to the Bank evidence satisfactory to the Bank of the authority of the person or persons authorized to sign such applications and the authenticated specimen signature of each such person.

(c) The Borrower shall furnish to the Bank such documents and other evidence in support of each such application as the Bank shall reasonably request, whether before or after the Bank has permitted any withdrawal requested in the application.

(d) Each such application and accompanying documents and other evidence must be sufficient in form and substance to satisfy the Bank that the Borrower is entitled to withdraw from the Loan Account the amount applied for and that the amount to be withdrawn from the Loan Account will be used only for the purposes specified in the Loan Agreement.

(e) The Bank shall pay the amounts withdrawn by the Borrower from the Loan Account only to, or on the order of, the Borrower.

Section 2.04. *Designated Accounts*

(a) The Borrower may open and maintain one or more designated accounts into which the Bank may, at the request of the Borrower, deposit amounts withdrawn from the Loan Account as advances for purposes of the Project. All designated accounts shall be opened in a financial institution acceptable to the Bank, and on terms and conditions acceptable to the Bank.

(b) Deposits into, and payments out of, any such designated account shall be made in accordance with the Loan Agreement and these General Conditions and such additional instructions as the Bank may specify from time to time by notice to the Borrower. The Bank may, in accordance with the Loan Agreement and such instructions, cease making deposits into any such account upon notice to the Borrower. In such case, the Bank shall notify the Borrower of the procedures to be used for subsequent withdrawals from the Loan Account.

Section 2.05. *Eligible Expenditures*

The Borrower and the Project Implementing Entity shall use the proceeds of the Loan exclusively to finance expenditures which, except as otherwise provided in the Loan Agreement, satisfy the following requirements ("Eligible Expenditure"):

(a) the payment is for the financing of the reasonable cost of goods, works or services required for the Project, to be financed out of the proceeds of the Loan and procured, all in accordance with the provisions of the Legal Agreements;

(b) the payment is not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and

(c) the payment is made on or after the date specified in the Loan Agreement, and except as the Bank may otherwise agree, is for expenditures incurred prior to the Closing Date.

Section 2.06. *Financing Taxes*

The use of any proceeds of the Loan to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted by the Legal Agreements, is subject to the Bank"s policy of requiring economy and efficiency in the use of the proceeds of its loans. To that end, if the Bank at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Bank may, by notice to the Borrower, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Loan specified in the Loan Agreement, as required to ensure consistency with such policy of the Bank.

Section 2.07. *Refinancing Preparation Advance; Capitalizing Front-end Fee and Interest*

(a) If the Loan Agreement provides for the repayment out of the proceeds of the Loan of an advance made by the Bank or the Association ("Preparation Advance"), the Bank shall, on behalf of the Borrower, withdraw from the Loan Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance as at the date of such withdrawal from the Loan Account and to pay all accrued and unpaid charges, if any, on the advance as at such date. The Bank shall pay the amount so withdrawn to itself or the Association, as the case may be, and shall cancel the remaining unwithdrawn amount of the advance.

(b) Except as otherwise provided in the Loan Agreement, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account on or after the Effective Date and pay to itself the amount of the Front-end Fee payable pursuant to Section 3.01.

(c) If the Loan Agreement provides for financing of interest and other charges on the Loan out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account on each of the Payment Dates, and pay to itself the amount required to pay such interest and other charges accrued and payable as at such date, subject to any limit specified in the Loan Agreement on the amount to be so withdrawn.

Section 2.08. *Reallocation*

Notwithstanding any allocation of an amount of the Loan to a category of expenditures under the Loan Agreement, if the Bank reasonably determines at any time that such amount will be insufficient to finance such expenditures, it may, by notice to the Borrower:

(a) reallocate any other amount of the Loan which in the opinion of the Bank is not needed for the purpose for which it has been allocated under the Loan Agreement, to the extent required to meet the estimated shortfall; and

(b) if such reallocation will not fully meet the estimated shortfall, reduce the percentage of such expenditures to be financed out of the proceeds of the Loan, in order that withdrawals for such expenditures may continue until all such expenditures have been made.

ARTICLE III

Loan Terms

Section 3.01. *Front-end Fee.* The Borrower shall pay the Bank a front-end fee on the Loan amount at the rate specified in the Loan Agreement (the "Front-end Fee").

Section 3.02. *Interest*

(a) The Borrower shall pay the Bank interest on the Withdrawn Loan Balance at the rate specified in the Loan Agreement; provided, however, that if the Loan Agreement provides for Conversions, such rate may be modified from time to time in accordance with the provisions of Article IV. Interest shall accrue from the respective dates on which amounts of the Loan are withdrawn and shall be payable semi-annually in arrears on each Payment Date.

(b) If interest on any amount of the Withdrawn Loan Balance is based on a Variable Spread, the Bank shall notify the Loan Parties of the interest rate on such amount for each Interest Period, promptly upon its determination.

(c) If interest on any amount of the Loan is based on LIBOR or EURIBOR, and the Bank determines that such Reference Rate has permanently ceased to be quoted for the relevant Currency, the Bank shall apply such other comparable Reference Rate for such Currency as it may reasonably determine. The Bank shall promptly notify the Loan Parties of such other rate.

(d) If interest on any amount of the Withdrawn Balance is payable at the Variable Rate, then whenever, in light of changes in market practice affecting the determination of the interest rate applicable to such amount, the Bank determines that it is in the interest of its borrowers as a whole and of the Bank to apply a basis for determining such interest rate other than as provided in the Loan Agreement and these General Conditions, the Bank may modify the basis for determining such interest rate upon not less than three months" notice to the Loan Parties of the new basis. The new basis shall become effective on the expiry of the notice period unless a Loan Party notifies the Bank during such period of its objection to such modification, in which case the modification shall not apply to such amount of the Loan.

(e) Notwithstanding the provisions of paragraph (a) of this Section, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the Borrower shall pay the Default Interest Rate on such overdue amount in lieu of the interest rate specified in the Loan Agreement (or such other interest rate as may be applicable pursuant to Article IV as a result of a Conversion) until such overdue amount is fully paid. Interest at the Default Interest Rate shall accrue from the first day of each Default Interest Period and shall be payable semi-annually in arrears on each Payment Date.

Section 3.03. *Repayment*

The Borrower shall repay the Withdrawn Loan Balance to the Bank in accordance with the provisions of the Loan Agreement.

Section 3.04. *Prepayment*

(a) After giving not less than forty-five days' notice to the Bank, the Borrower may repay the Bank the following amounts in advance of maturity, as of a date acceptable to the Bank (provided that the Borrower has paid all Loan Payments due as at such date, including any prepayment premium calculated pursuant to paragraph (b) of this Section): (i) the entire Withdrawn Loan Balance as at such date, or (ii) the entire principal amount of any one or more maturities of the Loan. Any partial prepayment of the Withdrawn Loan Balance shall be applied in the manner specified by the Borrower, or in the absence of any specification by the Borrower, in the following manner: (A) if the Loan Agreement provides for the separate amortization of specified disbursed amounts of the principal of the Loan ("Disbursed Amounts"), the prepayment shall be applied in the inverse order of the Disbursed Amounts, with the Disbursed Amount which has been withdrawn last being repaid first and with the latest maturity of said Disbursed Amount being repaid first; and (B) in all other cases, the prepayment shall be applied in the inverse order of the Loan maturities, with the latest maturity being repaid first.

(b) The prepayment premium payable under paragraph (a) of this Section shall be an amount reasonably determined by the Bank to represent any cost to it of redeploying the amount to be prepaid from the date of its prepayment to its maturity date.

(c) If, in respect of any amount of the Loan to be prepaid, a Conversion has been effected and the Conversion Period has not terminated at the time of prepayment: (i) the Borrower shall pay a transaction fee for the early termination of the Conversion, in such amount or at such rate as announced by the Bank from time to time and in effect at the time of receipt by the Bank of the Borrower"s notice of prepayment; and (ii) the Borrower or the Bank, as the case may be, shall pay an Unwinding Amount, if any, for the early termination of the Conversion, in accordance with the Conversion Guidelines. Transaction fees provided for under this paragraph and any Unwinding Amount payable by the Borrower pursuant to this paragraph shall be paid not later than sixty days after the date of prepayment.

Section 3.05. *Partial Payment*

If the Bank at any time receives less than the full amount of any Loan Payment then due, it shall have the right to allocate and apply the amount so received in any manner and for such purposes under the Loan Agreement as it determines in its sole discretion.

Section 3.06. *Place of Payment*

All Loan Payments shall be paid at such places as the Bank shall reasonably request.

Section 3.07. *Currency of Payment*

(a) The Borrower shall pay all Loan Payments in the Loan Currency; and if a Conversion has been effected in respect of any amount of the Loan, as further specified in the Conversion Guidelines.

(b) If the Borrower so requests, the Bank shall, acting as agent of the Borrower, and on such terms and conditions as the Bank shall determine, purchase the Loan Currency for the purpose of paying a Loan Payment upon timely payment by the Borrower of sufficient funds for that purpose in a Currency or Currencies acceptable to the Bank; provided, however, that the Loan Payment shall be deemed to have been paid only when and to the extent that the Bank has received such payment in the Loan Currency.

Section 3.08. *Temporary Currency Substitution*

(a) If the Bank reasonably determines that an extraordinary situation has arisen under which the Bank shall be unable to provide the Loan Currency at any time for purposes of funding the Loan, the Bank may provide such substitute Currency or Currencies ("Substitute Loan Currency") for the Loan Currency ("Original Loan Currency") as the Bank shall select. During the period of such extraordinary situation: (i) the Substitute Loan Currency shall be deemed to be the Loan Currency for purposes of these General Conditions and the Legal Agreements; and (ii) Loan Payments shall be paid in the Substitute Loan Currency, and other related financial terms shall be applied, in accordance with principles reasonably determined by the Bank. The Bank shall promptly notify the Loan Parties of the occurrence of such extraordinary situation, the Substitute Loan Currency and the financial terms of the Loan related to the Substitute Loan Currency.

(b) Upon notification by the Bank under paragraph (a) of this Section, the Borrower may within thirty days thereafter notify the Bank of its selection of another Currency acceptable to the Bank as the Substitute Loan Currency. In such case, the Bank shall notify the Borrower of the financial terms of the Loan applicable to said Substitute Loan Currency, which shall be determined in accordance with principles reasonably established by the Bank.

(c) During the period of the extraordinary situation referred to in paragraph (a) of this Section, no premium shall be payable on prepayment of the Loan.

(d) Once the Bank is again able to provide the Original Loan Currency, it shall, at the Borrower"s request, change the Substitute Loan Currency to the Original Loan Currency in accordance with principles reasonably established by the Bank.

Section 3.09. *Valuation of Currencies*

Whenever it becomes necessary for the purposes of any Legal Agreement, to determine the value of one Currency in terms of another, such value shall be as reasonably determined by the Bank.

Section 3.10. *Manner of Payment*

(a) Any Loan Payment required to be paid to the Bank in the Currency of any country shall be made in such manner, and in Currency acquired in such manner, as shall be permitted under the laws of such country for the purpose of making such payment and effecting the deposit of such Currency to the account of the Bank with a depository of the Bank authorized to accept deposits in such Currency.

(b) All Loan Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Member Country and without deduction for, and free from, any Taxes levied by or in the territory of the Member Country.

(c) The Legal Agreements shall be free from any Taxes levied by or in the territory of the Member Country on or in connection with their execution, delivery or registration.

ARTICLE IV

Conversions of Loan Terms

Section 4.01. *Conversions Generally*

(a) The Borrower may, at any time, request a conversion of the terms of the Loan in accordance with the Loan Agreement in order to facilitate prudent debt management. Each such request shall be furnished by the Borrower to the Bank in accordance with the Conversion Guidelines and, upon acceptance by the Bank, the conversion requested shall be considered a Conversion for the purposes of these General Conditions.

(b) Upon acceptance by the Bank of a request for a Conversion, the Bank shall take all actions necessary to effect the Conversion in accordance with these General Conditions, the Loan Agreement and the Conversion Guidelines. To the extent any modification of the provisions of the Loan Agreement providing for withdrawal or repayment of the proceeds of the Loan is required to give effect to the Conversion, such provisions shall be deemed to have been modified as of the Conversion Date. Promptly after the Execution Date for each Conversion, the Bank shall notify the Loan Parties of the financial terms of the Loan, including any revised amortization provisions and modified provisions providing for withdrawal of the proceeds of the Loan.

(c) Except as otherwise provided in the Conversion Guidelines, the

Borrower shall pay a transaction fee for each Conversion, in such amount or at such rate as announced by the Bank from time to time and in effect on the Execution Date. Transaction fees provided for under this paragraph shall be either: (i) payable as a lump sum not later than sixty days after the Execution Date; or (ii) expressed as a percentage per annum and added to the interest rate payable on each Payment Date.

Section 4.02. *Conversion to a Fixed Rate or Fixed Spread of Loan that Accrues Interest at a Rate Based on the Variable Spread*

(a) A Conversion to a Fixed Rate of all or any amount of the Loan that accrues interest at a rate based on the Variable Spread shall be effected first by fixing the Variable Spread applicable to such amount into the Fixed Spread for the Loan Currency and adding to such Fixed Spread the Variable Spread Fixing Charge, followed immediately by the Conversion requested by the Borrower.

(b) A Conversion to a Fixed Spread of the full amount of the Loan that accrues interest at a rate based on the Variable Spread, shall be effected by fixing the Variable Spread applicable to such amount into the Fixed Spread for the Loan Currency and adding to such Fixed Spread the Variable Spread Fixing Charge, in accordance with the Conversion Guidelines.

Section 4.03. *Interest Payable following Interest Rate Conversion or Currency Conversion*

(a) *Interest Rate Conversion.* Upon an Interest Rate Conversion, the Borrower shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Loan Balance to which the Conversion applies at the Variable Rate or the Fixed Rate, whichever applies to the Conversion.

(b) *Currency Conversion of Unwithdrawn Amounts.* Upon a Currency Conversion of all or any amount of the Unwithdrawn Loan Balance to an Approved Currency, the Borrower shall, for each Interest Period during the Conversion Period, pay interest in the Approved Currency on such amount as subsequently withdrawn and outstanding from time to time at the Variable Rate.

(c) *Currency Conversion of Withdrawn Amounts.* Upon a Currency Conversion of all or any amount of the Withdrawn Loan Balance to an Approved Currency, the Borrower shall, for each Interest Period during the Conversion Period, pay interest in the Approved Currency on such Withdrawn Loan Balance at the Variable Rate or Fixed Rate, whichever applies to the Conversion.

Section 4.04. *Principal Payable following Currency Conversion*

(a) *Currency Conversion of Unwithdrawn Amounts.* In the event of a Currency Conversion of an amount of the Unwithdrawn Loan Balance to an Approved Currency, the principal amount of the Loan so converted shall be determined by the Bank by multiplying the amount to be so converted in its Currency of denomination immediately prior to the Conversion by the Screen Rate. The Borrower shall repay such principal amount as subsequently withdrawn in the Approved Currency in accordance with the provisions of the Loan Agreement.

(b) *Currency Conversion of Withdrawn Amounts.* In the event of a Currency Conversion of an amount of the Withdrawn Loan Balance to an Approved Currency, the principal amount of the Loan so converted shall be determined by the Bank by multiplying the amount to be so converted in its Currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate. The Borrower shall repay such principal amount in the Approved Currency in accordance with the provisions of the Loan Agreement.

(c) *Termination of Conversion Period prior to Final Loan Maturity.* If the Conversion Period of a Currency Conversion applicable to a portion of the Loan terminates prior to the final maturity of such portion, the principal amount of such portion of the Loan remaining outstanding in the Loan Currency to which such amount shall revert upon such termination shall be determined by the Bank either: (i) by multiplying such amount in the Approved Currency of the Conversion by the spot or forward exchange rate prevailing between the Approved Currency and said Loan Currency for settlement on the last day of the Conversion Period; or (ii) in such other manner as specified in the Conversion Guidelines. The Borrower shall repay such principal amount in the Loan Currency in accordance with the provisions of the Loan Agreement.

Section 4.05. *Interest Rate Cap; Interest Rate Collar*

(a) *Interest Rate Cap.* Upon the establishment of an Interest Rate Cap on the Variable Rate, the Borrower shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Loan Balance to which the Conversion applies at the Variable Rate, unless on any Reference Rate Reset Date during the Conversion Period: (i) for a loan that accrues interest at a

Variable Rate based on the Reference Rate and the Fixed Spread, the Variable Rate exceeds the Interest Rate Cap, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Borrower shall pay interest on such amount at a rate equal to the Interest Rate Cap; or (ii) for a loan that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, the Reference Rate exceeds the Interest Rate Cap, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Borrower shall pay interest on such amount at a rate equal to the Interest Rate Cap plus the Variable Spread.

(b) *Interest Rate Collar.* Upon the establishment of an Interest Rate Collar on the Variable Rate, the Borrower shall, for each Interest Period during the Conversion Period, pay interest on the amount of the Withdrawn Loan Balance to which the Conversion applies at the Variable Rate, unless on any Reference Rate Reset Date during the Conversion Period: (i) for a loan that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, the Variable Rate: (A) exceeds the upper limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Borrower shall pay interest on such amount at a rate equal to such upper limit; or (B) falls below the lower limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Borrower shall pay interest on such amount at a rate equal to such lower limit; or (ii) for a loan that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, the Reference Rate: (A) exceeds the upper limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Borrower shall pay interest on such amount at a rate equal to such upper limit plus the Variable Spread; or (B) falls below the lower limit of the Interest Rate Collar, in which case, for the Interest Period to which the Reference Rate Reset Date relates, the Borrower shall pay interest on such amount at a rate equal to such lower limit plus the Variable Spread.

(c) *Interest Rate Cap or Collar Premium.* Upon the establishment of an Interest Rate Cap or an Interest Rate Collar, the Borrower shall pay to the Bank a premium on the amount of the Withdrawn Loan Balance to which the Conversion applies, calculated: (i) on the basis of the premium, if any, payable by the Bank for an interest rate cap or collar purchased by the Bank from a Counterparty for the purpose of establishing the Interest Rate Cap or Interest Rate Collar; or (ii) otherwise as specified in the Conversion Guidelines. Such premium shall be payable by the Borrower not later than sixty days after the Execution Date.

(d) *Early Termination.* Except as otherwise provided in the

Conversion Guidelines, upon the early termination of any Interest Rate Cap or Interest Rate Collar by the Borrower: (i) the Borrower shall pay a transaction fee for the early termination, in such amount or at such rate as announced by the Bank from time to time and in effect at the time of receipt by the Bank of the Borrower‟s notice of early termination; and (ii) the Borrower or the Bank, as the case may be, shall pay an Unwinding Amount, if any, for the early termination, in accordance with the Conversion Guidelines. Transaction fees provided for under this paragraph and any Unwinding Amount payable by the Borrower pursuant to this paragraph shall be paid not later than sixty days after the effective date of the early termination.

ARTICLE V

Project Execution

Section 5.01. *Project Execution Generally*

The Borrower and the Project Implementing Entity shall carry out their Respective Parts of the Project:

(a) with due diligence and efficiency;

(b) in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices; and

(c) in accordance with the provisions of the Legal Agreements and these General Conditions.

Section 5.02. *Performance under the Loan Agreement and Project Agreement*

(a) The Guarantor shall not take or permit to be taken any action which would prevent or interfere with the execution of the Project or the performance of the obligations of the Borrower or the Project Implementing Entity under the Legal Agreement to which it is a party.

(b) The Borrower shall: (i) cause the Project Implementing Entity to perform all of the obligations of the Project Implementing Entity set forth in the Project Agreement in accordance with the provisions of the Project Agreement; and (ii) not take or permit to be taken any action which would prevent or interfere with such performance.

Section 5.03. *Provision of Funds and other Resources*

The Borrower shall provide or cause to be provided, promptly as needed, the funds, facilities, services and other resources: (a) required for the Project; and (b) necessary or appropriate to enable the Project Implementing Entity to perform its obligations under the Project Agreement.

Section 5.04. *Insurance*

The Borrower and the Project Implementing Entity shall make adequate provision for the insurance of any goods required for their Respective Parts of the Project and to be financed out of the proceeds of the Loan, against hazards incident to the acquisition, transportation and delivery of the goods to the place of their use or installation. Any indemnity for such insurance shall be payable in a freely usable Currency to replace or repair such goods.

Section 5.05. *Land Acquisition*

The Borrower and the Project Implementing Entity shall take (or cause to be taken) all action to acquire as and when needed all land and rights in respect of land as shall be required for carrying out their Respective Parts of the Project and shall promptly furnish to the Bank, upon its request, evidence satisfactory to the Bank that such land and rights in respect of land are available for purposes related to the Project.

Section 5.06. *Use of Goods, Works and Services; Maintenance of Facilities*

(a) Except as the Bank shall otherwise agree, the Borrower and the Project Implementing Entity shall ensure that all goods, works and services financed out of the proceeds of the Loan are used exclusively for the purposes of the Project.

(b) The Borrower and the Project Implementing Entity shall ensure that all facilities relevant to their Respective Parts of the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed.

Section 5.07. *Plans; Documents; Records*

(a) The Borrower and the Project Implementing Entity shall furnish to the Bank all plans, schedules, specifications, reports and contract documents for their Respective Parts of the Project, and any material modifications of or additions to these documents, promptly upon their preparation and in such detail as the Bank shall reasonably request.

(b) The Borrower and the Project Implementing Entity shall maintain records adequate to record the progress of their Respective Parts of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Loan and to disclose their use in the Project, and shall furnish such records to the Bank upon its request.

(c) The Borrower and the Project Implementing Entity shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under their Respective Parts of the Project until at least the later of: (i) one year after the Bank has received the audited Financial Statements covering the period during which the last withdrawal from the Loan Account was made; and (ii) two years after the Closing Date. The Borrower and the Project Implementing Entity shall enable the Bank‟s representatives to examine such records.

Section 5.08. *Project Monitoring and Evaluation*

(a) The Borrower shall maintain or cause to be maintained policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Bank, the progress of the Project and the achievement of its objectives.

(b) The Borrower shall prepare or cause to be prepared periodic reports ("Project Report"), in form and substance satisfactory to the Bank, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project and to achieve the Project‟s objectives. The Borrower shall furnish or cause to be furnished each Project Report to the Bank promptly upon its preparation, afford the Bank a reasonable opportunity to exchange views with the Borrower and the Project Implementing Entity on such report, and thereafter implement such recommended measures, taking into account the Bank‟s views on the matter.

(c) The Borrower shall prepare, or cause to be prepared, and furnish to the Bank not later than six months after the Closing Date, or such earlier date as may be specified for that purpose in the Loan Agreement: (i) a report of such scope and in such detail as the Bank shall reasonably request, on the execution of the Project, the performance by the Loan Parties, the Project Implementing Entity and the Bank of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Loan; and (ii) a plan designed to ensure the sustainability of the Project‟s achievements.

Section 5.09. *Financial Management; Financial Statements; Audits*

(a) The Borrower shall maintain or cause to be maintained a financial management system and prepare financial statements ("Financial Statements") in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Project.

(b) The Borrower shall:

(i) have the Financial Statements periodically audited in accordance with the Legal Agreements by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank;

(ii) not later than the date specified in the Legal Agreements, furnish or cause to be furnished to the Bank the Financial Statements as so audited, and such other information concerning the audited Financial Statements and such auditors, as the Bank may from time to time reasonably request; and

(iii) make the audited Financial Statements, or cause the audited Financial Statements to be made, publicly available in a timely fashion and in a manner acceptable to the Bank.

Section 5.10. *Cooperation and Consultation*

The Bank and the Loan Parties shall cooperate fully to assure that the purposes of the Loan and the objectives of the Project will be accomplished. To that end, the Bank and the Loan Parties shall:

(a) from time to time, at the request of any one of them, exchange views on the Project, the Loan, and the performance of their respective obligations under the Legal Agreements, and furnish to the other party all such information related to such matters as it shall reasonably request; and

(b) promptly inform each other of any condition which interferes with, or threatens to interfere with, such matters.

Section 5.11. *Visits*

(a) The Member Country shall afford all reasonable opportunity for representatives of the Bank to visit any part of its territory for purposes related to the Loan or the Project.

(b) The Borrower and the Project Implementing Entity shall enable the Bank's representatives to: (i) visit any facilities and construction sites included in their Respective Parts of the Project; and (ii) to examine the goods financed out of the proceeds of the Loan for their Respective Parts of the Project, and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of their obligations under the Legal Agreements.

Section 5.12. *Disputed Area*

In the event that the Project is in an area which is or becomes disputed, neither the Bank"s financing of the Project, nor any designation of or reference to such area in the Legal Agreements, is intended to constitute a judgment on the part of the Bank as to the legal or other status of such area or to prejudice the determination of any claims with respect to such area.

ARTICLE VI

Financial and Economic Data; Negative Pledge

Section 6.01. *Financial and Economic Data*

The Member Country shall furnish to the Bank all such information as the Bank shall reasonably request with respect to financial and economic conditions in its territory, including its balance of payments and its External Debt as well as that of its political or administrative subdivisions and of any entity owned or controlled by, or operating for the account or benefit of, the Member Country or any such subdivision, and of any institution performing the functions of a central bank or exchange stabilization fund, or similar functions, for the Member Country.

Section 6.02. *Negative Pledge*

(a) It is the policy of the Bank, in making loans to, or with the guarantee of, its members not to seek, in normal circumstances, special security from the member concerned but to ensure that no other External Debt shall have priority over its loans in the allocation, realization or distribution of foreign exchange held under the control or for the benefit of such member. To that end, if any Lien is created on any Public Assets as security for any External Debt, which will or might result in a priority for the benefit of the creditor of such External Debt in the allocation, realization or distribution of foreign exchange, such Lien shall, unless the Bank shall otherwise agree, *ipso facto* and at no cost to the Bank, equally and ratably secure all Loan Payments, and the Member Country, in creating or permitting the creation of such Lien, shall make express provision to that effect; provided, however, that if for any constitutional or other legal reason such provision cannot be made with respect to any Lien created on assets of any of its political or administrative subdivisions, the Member Country shall promptly and at no cost to the Bank secure all Loan Payments by an equivalent Lien on other Public Assets satisfactory to the Bank.

(b) The Borrower which is not the Member Country undertakes that, except as the Bank shall otherwise agree:

(i) if it creates any Lien on any of its assets as security for any debt, such Lien will equally and ratably secure the payment of all Loan Payments and in the creation of any such Lien express provision will be made to that effect, at no cost to the Bank; and

(ii) if any statutory Lien is created on any of its assets as security for any debt, it shall grant at no cost to the Bank, an equivalent Lien satisfactory to the Bank to secure the payment of all Loan Payments.

(c) The provisions of paragraphs (a) and (b) of this Section shall not apply to: (i) any Lien created on property, at the time of purchase of such property, solely as security for the payment of the purchase price of such property or as security for the payment of debt incurred for the purpose of financing the purchase of such property; or (ii) any Lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after the date on which it is originally incurred.

ARTICLE VII

Cancellation; Suspension; Acceleration

Section 7.01. *Cancellation by the Borrower*

The Borrower may, by notice to the Bank, cancel any amount of the Unwithdrawn Loan Balance, except that the Borrower may not cancel any such amount that is subject to a Special Commitment.

Section 7.02. *Suspension by the Bank*

If any of the events specified in paragraphs (a) through (m) of this Section occurs and is continuing, the Bank may, by notice to the Loan Parties, suspend in whole or in part the right of the Borrower to make withdrawals from the Loan Account. Such suspension shall continue until the event (or events) which gave rise to the suspension has (or have) ceased to exist, unless the Bank has notified the Loan Parties that such right to make withdrawals has been restored.

(a) *Payment Failure.*

(i) The Borrower has failed to make payment (notwithstanding the fact that such payment may have been made by the Guarantor or a third party) of principal or interest or any other amount due to the Bank or the Association: (A) under the Loan Agreement; or (B) under any other agreement between the Bank and the Borrower; or (C) under any agreement between the Borrower and the Association; or (D) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Bank or the Association to any third party with the agreement of the Borrower.

(ii) The Guarantor has failed to make payment of principal or interest or any other amount due to the Bank or the Association: (A) under the Guarantee Agreement; or (B) under any other agreement between the Guarantor and the Bank; or (C) under any agreement between the Guarantor and the Association; or (D) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Bank or the Association to any third party with the agreement of the Guarantor.

(b) *Performance Failure.*

(i) A Loan Party has failed to perform any other obligation under the Legal Agreement to which it is a party or under any Derivatives Agreement.

(ii) The Project Implementing Entity has failed to perform any obligation under the Project Agreement.

(c) *Fraud and Corruption*. At any time, the Bank determines that any representative of the Guarantor or the Borrower or the Project Implementing Entity (or any other recipient of any of the proceeds of the Loan) has engaged in corrupt, fraudulent, coercive or collusive practices in connection with the use of the proceeds of the Loan, without the Guarantor or the Borrower or the Project Implementing Entity (or any other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

(d) *Cross Suspension.* The Bank or the Association has suspended in whole or in part the right of a Loan Party to make withdrawals under any agreement with the Bank or with the Association because of a failure by a Loan Party to perform any of its obligations under such agreement or any other agreement with the Bank.

(e) *Extraordinary Situation.*

(i) As a result of events which have occurred after the date of the Loan Agreement, an extraordinary situation has arisen which makes it improbable that the Project can be carried out or that a Loan Party or the Project Implementing Entity will be able to perform its obligations under the Legal Agreement to which it is a party.

(ii) An extraordinary situation has arisen under which any further withdrawals under the Loan would be inconsistent with the provisions of Article III, Section 3 of the Bank's Articles of Agreement.

(f) *Event Prior to Effectiveness*. The Bank has determined after the Effective Date that prior to such date but after the date of the Loan Agreement, an event has occurred which would have entitled the Bank to suspend the Borrower's right to make withdrawals from the Loan Account if the Loan Agreement had been effective on the date such event occurred.

(g) *Misrepresentation.* A representation made by a Loan Party in or pursuant to the Legal Agreements or in or pursuant to any Derivatives Agreement, or any representation or statement furnished by a Loan Party, and intended to be relied upon by the Bank in making the Loan or executing a transaction under a Derivatives Agreement, was incorrect in any material respect.

(h) *Co-financing.* Any of the following events occurs with respect to any financing specified in the Loan Agreement to be provided for the Project ("Co-financing") by a financier (other than the Bank or the Association) ("Co-financier").

(i) If the Loan Agreement specifies a date by which the agreement with the Co-financier providing for the Co-financing ("Co-financing Agreement") is to become effective, the Co-financing Agreement has failed to become effective by that date, or such later date as the Bank has established by notice to the Loan Parties ("Co-financing Deadline"); provided, however, that the provisions of this sub-paragraph shall not apply if the Loan Parties establish to the satisfaction of the Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with the obligations of the Loan Parties under the Legal Agreements.

(ii) Subject to sub-paragraph (iii) of this paragraph: (A) the right to withdraw the proceeds of the Co-financing has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the Co-financing Agreement; or (B) the Co-financing has become due and payable prior to its agreed maturity.

(iii) Sub-paragraph (ii) of this paragraph shall not apply if the Loan Parties establish to the satisfaction of the Bank that: (A) such suspension, cancellation, termination or prematuring was not caused by the failure of the recipient of the Co-financing to perform any of its obligations under the Co-financing Agreement; and (B) adequate funds for the Project are available from other sources on terms and conditions consistent with the obligations of the Loan Parties under the Legal Agreements.

(i) *Assignment of Obligations; Disposition of Assets.* The Borrower or the Project Implementing Entity (or any other entity responsible for implementing any part of the Project) has, without the consent of the Bank: (i) assigned or transferred, in whole or in part, any of its obligations arising under or entered into pursuant to the Legal Agreements; or (ii) sold, leased, transferred, assigned, or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Loan; provided, however, that the provisions of this paragraph shall not apply with respect to transactions in the ordinary course of business which, in the opinion of the Bank: (A) do not materially and adversely affect the ability of the Borrower or of the Project Implementing Entity (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Legal Agreements or to achieve the objectives of the Project; and (B) do not materially and adversely affect the financial condition or operation of the Borrower (other than the Member Country) or the Project Implementing Entity (or such other entity).

(j) *Membership.* The Member Country: (i) has been suspended from membership in or ceased to be a member of the Bank; or (ii) has ceased to be a member of the International Monetary Fund.

(k) *Condition of Borrower or Project Implementing Entity.*

(i) Any material adverse change in the condition of the Borrower (other than the Member Country), as represented by it, has occurred prior to the Effective Date.

(ii) The Borrower (other than the Member Country) has become unable to pay its debts as they mature or any action or proceeding has been taken by the Borrower or by others whereby any of the assets of the Borrower shall or may be distributed among its creditors.

(iii) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Borrower (other than the Member Country) or of the Project Implementing Entity (or any other entity responsible for implementing any part of the Project).

(iv) The Borrower (other than the Member Country) or the Project Implementing Entity (or any other entity responsible for implementing any part of the Project) has ceased to exist in the same legal form as that prevailing as of the date of the Loan Agreement.

(v) In the opinion of the Bank, the legal character, ownership or control of the Borrower (other than the Member Country) or of the Project Implementing Entity (or of any other entity responsible for implementing any part of the Project) has changed from that prevailing as of the date of the Legal Agreements so as to materially and adversely affect the ability of the Borrower or of the Project Implementing Entity (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Legal Agreements, or to achieve the objectives of the Project.

(l) *Ineligibility*. The Bank or the Association has declared the Borrower (other than the Member Country) or the Project Implementing Entity ineligible to receive proceeds of any financing made by the Bank or the Association or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank or the Association, as a result of: (i) a determination by the Bank or the Association that the Borrower or the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Bank or the Association; and/or (ii) a declaration by another financier that the Borrower or the Project Implementing Entity is ineligible to receive proceeds of any financing made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by such financier.

(m) *Additional Event.* Any other event specified in the Loan Agreement for the purposes of this Section has occurred ("Additional Event of Suspension").

Section 7.03. *Cancellation by the Bank*

If any of the events specified in paragraphs (a) through (f) of this Section occurs with respect to an amount of the Unwithdrawn Loan Balance, the Bank may, by notice to the Loan Parties, terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice, such amount shall be cancelled.

(a) *Suspension.* The right of the Borrower to make withdrawals from the Loan Account has been suspended with respect to any amount of the Unwithdrawn Loan Balance for a continuous period of thirty days.

(b) *Amounts not Required.* At any time, the Bank determines, after consultation with the Borrower, that an amount of the Unwithdrawn Loan Balance will not be required to finance Eligible Expenditures.

(c) *Fraud and Corruption.* At any time, the Bank determines, with respect to any amount of the proceeds of the Loan, that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Guarantor or the Borrower or the Project Implementing Entity (or other recipient of the proceeds of the Loan) without the Guarantor, the Borrower or the Project Implementing Entity (or other recipient of the proceeds of the Loan) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

(d) *Misprocurement.* At any time, the Bank: (i) determines that the procurement of any contract to be financed out of the proceeds of the Loan is inconsistent with the procedures set forth or referred to in the Legal Agreements; and (ii) establishes the amount of expenditures under such contract which would otherwise have been eligible for financing out of the proceeds of the Loan.

(e) *Closing Date.* After the Closing Date, there remains an Unwithdrawn Loan Balance.

(f) *Cancellation of Guarantee.* The Bank receives notice from the Guarantor pursuant to Section 7.05 with respect to an amount of the Loan.

Section 7.04. *Amounts Subject to Special Commitment not Affected by Cancellation or Suspension by the Bank*

No cancellation or suspension by the Bank shall apply to amounts of the Loan subject to any Special Commitment except as expressly provided in the Special Commitment.

Section 7.05. *Cancellation of Guarantee*

If the Borrower has failed to pay any required Loan Payment (otherwise than as a result of any act or omission to act of the Guarantor) and such payment is made by the Guarantor, the Guarantor may, after consultation with the Bank, by notice to the Bank and the Borrower, terminate its obligations under the

Guarantee Agreement with respect to any amount of the Unwithdrawn Loan Balance as at the date of receipt of such notice by the Bank; provided that such amount is not subject to any Special Commitment. Upon receipt of such notice by the Bank, such obligations in respect of such amount shall terminate.

Section 7.06. *Events of Acceleration*

If any of the events specified in paragraphs (a) through (f) of this Section occurs and continues for the period specified (if any), then at any subsequent time during the continuance of the event, the Bank may, by notice to the Loan Parties, declare all or part of the Withdrawn Loan Balance as at the date of such notice to be due and payable immediately together with any other Loan Payments due under the Loan Agreement or these General Conditions. Upon any such declaration, such Withdrawn Loan Balance and Loan Payments shall become immediately due and payable.

(a) *Payment Default.* A default has occurred in the payment by a Loan Party of any amount due to the Bank or the Association: (i) under any Legal Agreement; or (ii) under any other agreement between the Bank and the Loan Party; or (iii) under any agreement between the Loan Party and the Association (in the case of an agreement between the Guarantor and the Association, under circumstances which would make it unlikely that the Guarantor would meet its obligations under the Guarantee Agreement); or (iv) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Bank or the Association to any third party with the agreement of the Loan Party; and such default continues in each case for a period of thirty days.

(b) *Performance Default.*

(i) A default has occurred in the performance by a Loan Party of any other obligation under the Legal Agreement to which it is a party or under any Derivatives Agreement, and such default continues for a period of sixty days after notice of such default has been given by the Bank to the Loan Parties.

(ii) A default has occurred in the performance by the Project Implementing Entity of any obligation under the Project Agreement, and such default continues for a period of sixty days after notice of such default has been given by the Bank to the Project Implementing Entity and the Loan Parties.

(c) *Co-financing.* The event specified in sub-paragraph (h) (ii) (B) of Section 7.02 has occurred, subject to the proviso of paragraph (h) (iii) of that Section.

(d) *Assignment of Obligations; Disposition of Assets.* Any event specified in paragraph (i) of Section 7.02 has occurred.

(e) *Condition of Borrower or Project Implementing Entity.* Any event specified in sub-paragraph (k) (ii), (k) (iii), (k) (iv) or (k) (v) of Section 7.02 has occurred.

(f) *Additional Event.* Any other event specified in the Loan Agreement for the purposes of this Section has occurred and continues for the period, if any, specified in the Loan Agreement ("Additional Event of Acceleration").

Section 7.07. *Acceleration during a Conversion Period*

If the Loan Agreement provides for Conversions, and if any notice of acceleration is given pursuant to Section 7.06 during the Conversion Period for any Conversion: (a) the Borrower shall pay a transaction fee in respect of any early termination of the Conversion, in such amount or at such rate as announced by the Bank from time to time and in effect on the date of such notice; and (b) the Borrower shall pay any Unwinding Amount owed by it in respect of any early termination of the Conversion, or the Bank shall pay any Unwinding Amount owed by it in respect of any such early termination (after setting off any amounts owed by the Borrower under the Loan Agreement), in accordance with the Conversion Guidelines.

Section 7.08. *Effectiveness of Provisions after Cancellation, Suspension or Acceleration*

Notwithstanding any cancellation, suspension or acceleration under this Article, all the provisions of the Legal Agreements shall continue in full force and effect except as specifically provided in these General Conditions.

ARTICLE VIII

Enforceability; Arbitration

Section 8.01. *Enforceability*

The rights and obligations of the Bank and the Loan Parties under the Legal Agreements shall be valid and enforceable in accordance with their terms notwithstanding the law of any state or political subdivision thereof to the contrary. Neither the Bank nor any Loan Party shall be entitled in any proceeding under this Article to assert any claim that any provision of these General Conditions or of the Legal Agreements is invalid or unenforceable because of any provision of the Articles of Agreement of the Bank.

Section 8.02. *Obligations of the Guarantor*

Except as provided in Section 7.05, the obligations of the Guarantor under the Guarantee Agreement shall not be discharged except by performance, and then only to the extent of such performance. Such obligations shall not require any prior notice to, demand upon or action against the Borrower or any prior notice to or demand upon the Guarantor with regard to any default by the Borrower. Such obligations shall not be impaired by any of the following: (a) any extension of time, forbearance or concession given to the Borrower; (b) any assertion of, or failure to assert, or delay in asserting, any right, power or remedy against the Borrower or in respect of any security for the Loan; (c) any modification or amplification of the provisions of the Loan Agreement contemplated by its terms; or (d) any failure of the Borrower or of the Project Implementing Entity to comply with any requirement of any law of the Member Country.

Section 8.03. *Failure to Exercise Rights*

No delay in exercising, or omission to exercise, any right, power or remedy accruing to any party under any Legal Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default. No action of such party in respect of any default, or any acquiescence by it in any default, shall affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

Section 8.04. *Arbitration*

(a) Any controversy between the parties to the Loan Agreement or the parties to the Guarantee Agreement, and any claim by any such party against any other such party arising under the Loan Agreement or the Guarantee Agreement which has not been settled by agreement of the parties shall be submitted to arbitration by an arbitral tribunal as hereinafter provided ("Arbitral Tribunal").

(b) The parties to such arbitration shall be the Bank on the one side and the Loan Parties on the other side.

(c) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: (i) one arbitrator shall be appointed by the Bank; (ii) a second arbitrator shall be appointed by the Loan Parties or, if they do not agree, by the Guarantor; and (iii) the third arbitrator ("Umpire") shall be appointed by agreement of the parties or, if they do not agree, by the President of the International Court of Justice or, failing appointment by said President, by the Secretary-General of the United Nations. If either side fails to appoint an arbitrator, such arbitrator shall be appointed by the Umpire. In case any arbitrator appointed in accordance with this Section resigns, dies or becomes unable to act, a successor arbitrator shall be appointed in the same manner as prescribed in this Section for the appointment of the original arbitrator and such successor shall have all the powers and duties of such original arbitrator.

(d) An arbitration proceeding may be instituted under this Section upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the relief sought and the name of the arbitrator appointed by the party instituting such proceeding. Within thirty days after such notice, the other party shall notify to the party instituting the proceeding the name of the arbitrator appointed by such other party.

(e) If within sixty days after the notice instituting the arbitration proceeding, the parties have not agreed upon an Umpire, any party may request the appointment of an Umpire as provided in paragraph (c) of this Section.

(f) The Arbitral Tribunal shall convene at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.

(g) The Arbitral Tribunal shall decide all questions relating to its competence and shall, subject to the provisions of this Section and except as the parties shall otherwise agree, determine its procedure. All decisions of the Arbitral Tribunal shall be by majority vote.

(h) The Arbitral Tribunal shall afford to all parties a fair hearing and shall render its award in writing. Such award may be rendered by default. An award signed by a majority of the Arbitral Tribunal shall constitute the award of the Arbitral Tribunal. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties to the Loan Agreement and the Guarantee Agreement. Each party shall abide by and comply with any such award rendered by the Arbitral Tribunal in accordance with the provisions of this Section.

(i) The parties shall fix the amount of the remuneration of the arbitrators and such other persons as are required for the conduct of the arbitration proceedings. If the parties do not agree on such amount before the Arbitral Tribunal convenes, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. The Bank, the Borrower and the Guarantor shall each defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by the Bank on the one side and the Loan Parties on the other. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

(j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the settlement of controversies between the parties to the Loan Agreement and Guarantee Agreement or of any claim by any such party against any other such party arising under such Legal Agreements.

(k) If, within thirty days after counterparts of the award have been delivered to the parties, the award has not been complied with, any party may: (i) enter judgment upon, or institute a proceeding to enforce, the award in any court of competent jurisdiction against any other party; (ii) enforce such judgment by execution; or (iii) pursue any other appropriate remedy against such other party for the enforcement of the award and the provisions of the Loan Agreement or Guarantee Agreement. Notwithstanding the foregoing, this Section shall not authorize any entry of judgment or enforcement of the award against the Member Country except as such procedure may be available otherwise than by reason of the provisions of this Section.

(l) Service of any notice or process in connection with any proceeding under this Section or in connection with any proceeding to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 10.01. The parties to the Loan Agreement and the Guarantee Agreement waive any and all other requirements for the service of any such notice or process.

ARTICLE IX

Effectiveness; Termination

Section 9.01. *Conditions of Effectiveness of Legal Agreements*

The Legal Agreements shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified in paragraphs (a) through (c) of this Section have been satisfied.

(a) The execution and delivery of each Legal Agreement on behalf of the Loan Party or the Project Implementing Entity which is a party to such Legal Agreement have been duly authorized or ratified by all necessary governmental and corporate action.

(b) If the Bank so requests, the condition of the Borrower (other than the Member Country) or of the Project Implementing Entity, as represented or warranted to the Bank at the date of the Legal Agreements, has undergone no material adverse change after such date.

(c) Each other condition specified in the Loan Agreement as a condition of its effectiveness has occurred ("Additional Condition of Effectiveness").

Section 9.02. *Legal Opinions or Certificates*

As part of the evidence to be furnished pursuant to Section 9.01, there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official of the Member Country showing the following matters:

(a) on behalf of each Loan Party and the Project Implementing Entity, that the Legal Agreement to which it is a party has been duly authorized or ratified by, and executed and delivered on behalf of, such party and is legally binding upon such party in accordance with its terms; and

(b) each other matter specified in the Loan Agreement or reasonably requested by the Bank in connection with the Legal Agreements for the purpose of this Section ("Additional Legal Matter").

Section 9.03. *Effective Date*

(a) Except as the Bank and the Borrower shall otherwise agree, the Legal Agreements shall enter into effect on the date upon which the Bank dispatches to the Loan Parties and the Project Implementing Entity notice of its acceptance of the evidence required pursuant to Section 9.01 ("Effective Date").

(b) If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Borrower to make withdrawals from the Loan Account if the Loan Agreement had been effective, or the Bank has determined that an extraordinary situation provided for under Section 3.08 (a) exists, the Bank may postpone the dispatch of the notice referred to in paragraph (a) of this Section until such event (or events) or situation has (or have) ceased to exist.

Section 9.04. *Termination of Legal Agreements for Failure to Become Effective*

The Legal Agreements and all obligations of the parties under the Legal Agreements shall terminate if the Legal Agreements have not entered into effect by the date ("Effectiveness Deadline") specified in the Loan Agreement for the purpose of this Section, unless the Bank, after consideration of the reasons for the delay, establishes a later Effectiveness Deadline for the purpose of this Section. The Bank shall promptly notify the Loan Parties and Project Implementing Entity of such later Effectiveness Deadline.

Section 9.05. *Termination of Legal Agreements on Full Payment*

The Legal Agreements and all obligations of the parties under the Legal Agreements shall forthwith terminate upon full payment of the Withdrawn Loan Balance and all other Loan Payments due.

ARTICLE X

Miscellaneous Provisions

Section 10.01. *Notices and Requests*

Any notice or request required or permitted to be given or made under any Legal Agreement or any other agreement between the parties contemplated by the Legal Agreement shall be in writing. Except as otherwise provided in Section 9.03 (a), such notice or request shall be deemed to have been duly given or made when it has been delivered by hand or by mail, telex or facsimile (or, if permitted under the Legal Agreement, by other electronic means) to the party to which it is required or permitted to be given or made at such party's address specified in the Legal Agreement or at such other address as such party shall have designated by notice to the party giving such notice or making such request. Deliveries made by facsimile transmission shall also be confirmed by mail.

Section 10.02. *Action on Behalf of the Loan Parties and the Project Implementing Entity*

(a) The representative designated by a Loan Party in the Legal Agreement to which it is a party (and the representative designated by the Project Implementing Entity in the Project Agreement) for the purpose of this Section, or any person authorized in writing by such representative for that purpose, may take any action required or permitted to be taken pursuant to such Legal Agreement, and execute any documents required or permitted to be executed pursuant to such Legal Agreement, on behalf of such Loan Party (or the Project Implementing Entity, as the case may be).

(b) The representative so designated by the Loan Party or person so authorized by such representative may agree to any modification or amplification of the provisions of such Legal Agreement on behalf of such Loan Party by written instrument executed by such representative or authorized person; provided that, in the opinion of such representative, the modification or amplification is reasonable in the circumstances and will not substantially increase the obligations of the Loan Parties under the Legal Agreements. The Bank may accept the execution by such representative or other authorized person of any such instrument as conclusive evidence that such representative is of such opinion.

Section 10.03. *Evidence of Authority*

The Loan Parties and the Project Implementing Entity shall furnish to the Bank: (a) sufficient evidence of the authority of the person or persons who will, on behalf of such party, take any action or execute any documents required or permitted to be taken or executed by it under the Legal Agreement to which it is a party; and (b) the authenticated specimen signature of each such person.

Section 10.04. *Execution in Counterparts*

Each Legal Agreement may be executed in several counterparts, each of which shall be an original.

Section 10.05. *Disclosure*

The Bank may disclose the Legal Agreements and any information related to the Legal Agreements in accordance with its policy on access to information, in effect at the time of such disclosure.

APPENDIX

Definitions

1. “Additional Condition of Effectiveness” means any condition of effectiveness specified in the Loan Agreement for the purpose of Section 9.01 (c).

2. “Additional Event of Acceleration” means any event of acceleration specified in the Loan Agreement for the purpose of Section 7.06 (f).

3. “Additional Event of Suspension” means any event of suspension specified in the Loan Agreement for the purpose of Section 7.02 (m).

4. “Additional Legal Matter” means each matter specified in the Loan Agreement or requested by the Bank in connection with the Legal Agreements for the purpose of Section 9.02 (b).

5. “Approved Currency” means, for a Currency Conversion, any Currency approved by the Bank, which, upon the Conversion, becomes the Loan Currency.

6. “Arbitral Tribunal” means the arbitral tribunal established pursuant to Section 8.04.

7. “Assets” includes property, revenue and claims of any kind.

8. “Association” means the International Development Association.

9. “Bank” means the International Bank for Reconstruction and Development.

10. “Bank‟s Address” means the Bank‟s address specified in the Legal Agreements for the purpose of Section 10.01.

11. “Borrower” means the party to the Loan Agreement to which the Loan is extended.

12. “Borrower‟s Address” means the Borrower‟s address specified in the Loan Agreement for the purpose of Section 10.01.

13. “Borrower‟s Representative” means the Borrower‟s representative specified in the Loan Agreement for the purpose of Section 10.02.

14. "Closing Date" means the date specified in the Loan Agreement (or such later date as the Bank shall establish by notice to the Loan Parties) after which the Bank may, by notice to the Loan Parties, terminate the right of the Borrower to withdraw from the Loan Account.

15. "Co-financier" means the financier (other than the Bank or the Association) referred to in Section 7.02 (h) providing the Co-financing. If the Loan Agreement specifies more than one such financier, "Co-financier" refers separately to each of such financiers.

16. "Co-financing" means the financing referred to in Section 7.02 (h) and specified in the Loan Agreement provided or to be provided for the Project by the Co-financier. If the Loan Agreement specifies more than one such financing, "Co-financing" refers separately to each of such financings.

17. "Co-financing Agreement" means the agreement referred to in Section 7.02 (h) providing for the Co-financing.

18. "Co-financing Deadline" means the date referred to in Section 7.02 (h) (i) and specified in the Loan Agreement by which the Co-financing Agreement is to become effective. If the Loan Agreement specifies more than one such date, "Co-financing Deadline" refers separately to each of such dates.

19. "Conversion" means any of the following modifications of the terms of all or any portion of the Loan that has been requested by the Borrower and accepted by the Bank: (a) an Interest Rate Conversion; (b) a Currency Conversion; or (c) the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate; each as provided in the Loan Agreement.

20. "Conversion Date" means, for a Conversion, the Execution Date or such other date as the Bank shall determine on which the Conversion enters into effect, as further specified in the Conversion Guidelines.

21. "Conversion Guidelines" means, for a Conversion, the "Guidelines for Conversion of Loan Terms" issued from time to time by the Bank and in effect at the time of the Conversion.

22. "Conversion Period" means, for a Conversion, the period from and including the Conversion Date to and including the last day of the Interest Period in which the Conversion terminates by its terms; provided, that

solely for the purpose of enabling the final payment of interest and principal under a Currency Conversion to be made in the Approved Currency, such period shall end on the Payment Date immediately following the last day of said final applicable Interest Period.

23. "Counterparty" means a party with which the Bank enters into a derivatives transaction in order to effect a Conversion.

24. "Currency" means the currency of a country and the Special Drawing Right of the International Monetary Fund. "Currency of a country" means the currency which is legal tender for the payment of public and private debts in that country.

25. "Currency Conversion" means a change of the Loan Currency of all or any amount of the Unwithdrawn Loan Balance or the Withdrawn Loan Balance to an Approved Currency.

26. "Currency Hedge Transaction" means, for a Currency Conversion, one or more Currency swap transactions entered into by the Bank with a Counterparty as of the Execution Date and in accordance with the Conversion Guidelines, in connection with the Currency Conversion.

27. "Default Interest Period" means for any overdue amount of the Withdrawn Loan Balance, each Interest Period during which such overdue amount remains unpaid; provided, however, that the first such Default Interest Period shall commence on the 31^{st} day following the date on which such amount becomes overdue, and the final such Default Interest Period shall end on the date at which such amount is fully paid.

28. "Default Interest Rate" means for any Default Interest Period:

(a) in respect of any amount of the Withdrawn Loan Balance to which the Default Interest Rate applies and for which interest was payable at a Variable Rate immediately prior to the application of the Default Interest Rate: the Default Variable Rate plus one half of one percent (0.5%); and

(b) in respect of any amount of the Withdrawn Loan Balance to which the Default Interest Rate applies and for which interest was payable at a Fixed Rate immediately prior to the application of the Default Interest Rate: Default Reference Rate plus the Fixed Spread plus one half of one percent (0.5%).

29. “Default Reference Rate” means the Reference Rate for the relevant Interest Period; it being understood that for the initial Default Interest Period, Default Reference Rate shall be equal to Reference Rate for the Interest Period in which the amount referred to in Section 3.02 (e) first becomes overdue.

30. “Default Variable Rate” means the Variable Rate for the relevant Interest Period; provided that:

(a) for the initial Default Interest Period, Default Variable Rate shall be equal to the Variable Rate for the Interest Period in which the amount referred to in Section 3.02 (e) first becomes overdue; and

(b) for an amount of the Withdrawn Loan Balance to which the Default Interest Rate applies and for which interest was payable at a Variable Rate based on a Fixed Reference Rate and the Variable Spread immediately prior to the application of the Default Interest Rate, “Default Variable Rate” shall be equal to the Default Reference Rate plus the Variable Spread.

31. “Derivatives Agreement” means any derivatives agreement between the Bank and a Loan Party for the purpose of documenting and confirming one or more derivatives transactions between the Bank and such Loan Party, as such agreement may be amended from time to time. “Derivatives Agreement” includes all schedules, annexes and agreements supplemental to the Derivatives Agreement.

32. “Disbursed Amount” means, for each Interest Period, the aggregate principal amount of the Loan withdrawn from the Loan Account during the Interest Period.

33. “Dollar”, “$” and “USD” each means the lawful currency of the United States of America.

34. “Effective Date” means the date on which the Legal Agreements enter into effect pursuant to Section 9.03 (a).

35. “Effectiveness Deadline” means the date referred to in Section 9.04 after which the Legal Agreements shall terminate if they have not entered into effect as provided in that Section.

36. “Eligible Expenditure” means an expenditure the payment for which

meets the requirements of Section 2.05 and which is consequently eligible for financing out of the proceeds of the Loan.

37. "EURIBOR" means for any Interest Period, the Euro interbank offered rate for deposits in Euro for six months, expressed as a percentage per annum, that appears on the Relevant Rate Page as of 11:00 a.m., Brussels time, on the Reference Rate Reset Date for the Interest Period.

38. "„Euro", „€" and „EUR"" each means the lawful currency of the Euro Area.

39. "Euro Area" means the economic and monetary union of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.

40. "Execution Date" means, for a Conversion, the date on which the Bank has undertaken all actions necessary to effect the Conversion, as reasonably determined by the Bank.

41. "External Debt" means any debt which is or may become payable in a Currency other than the Currency of the Member Country.

42. "Financial Center" means: (a) for a Currency other than Euro, the principal financial center for the relevant Currency; and (b) for the Euro, the principal financial center of the relevant member state in the Euro Area.

43. "Financial Statements" means the financial statements to be maintained for the Project as provided in Section 5.09.

44. "Fixed Rate" means:

(a) upon an Interest Rate Conversion from the Variable Rate, a fixed rate of interest applicable to the amount of the Loan to which the Conversion applies, equal to either: (i) the interest rate that reflects the fixed rate of interest payable by the Bank under the Interest Hedge Transaction relating to the Conversion (adjusted in accordance with the Conversion Guidelines for the difference, if any, between the Variable Rate and the variable rate of interest receivable by the Bank under the Interest Hedge Transaction); or (ii) if the Bank so determines in accordance with the Conversion

Guidelines, the Screen Rate; and

(b) upon a Currency Conversion of an amount of the Loan that shall accrue interest at a fixed rate during the Conversion Period, a fixed rate of interest applicable to such amount equal to either: (i) the interest rate that reflects the fixed rate of interest payable by the Bank under the Currency Hedge Transaction relating to the Currency Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the interest rate component of the Screen Rate.

45. "Fixed Reference Rate" means:

(a) upon an Interest Rate Conversion from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a "Fixed Reference Rate" and the Variable Spread, the fixed rate equivalent of the relevant Reference Rate for the Loan Currency applicable to the amount of the Loan to which the Conversion applies, which fixed rate equivalent shall be equal to either: (i) the interest rate that reflects the fixed rate of interest payable by the Bank under the Interest Hedge Transaction or Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the Screen Rate; and

(b) upon a Currency Conversion of an amount of the Loan that shall accrue interest at a Variable Rate based on a "Fixed Reference Rate" and the Variable Spread, the fixed rate equivalent of: (i) the relevant Reference Rate for the Approved Currency applicable to the amount of the Loan to which the Conversion applies; plus (ii) a spread (if any) to the relevant Reference Rate as reasonably determined by the Bank in accordance with the Conversion Guidelines, which fixed rate equivalent shall be equal to either: (A) the interest rate that reflects the fixed rate of interest payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (B) if the Bank so determines in accordance with the Conversion Guidelines, the interest rate component of the Screen Rate.

46. "Fixed Spread" means the Bank"s fixed spread for the initial Loan Currency in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Loan Agreement and expressed as a

percentage per annum; provided, that: (a) for purposes of determining the Default Interest Rate, pursuant to Section 3.02 (e), that is applicable to an amount of the Withdrawn Loan Balance on which interest is payable at a Fixed Rate, the "Fixed Spread" means the Bank‟s fixed spread in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Loan Agreement, for the Currency of denomination of such amount; (b) for purposes of a Conversion of the Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread, and for purposes of fixing the Variable Spread pursuant to Section 4.02, "Fixed Spread" means the Bank‟s fixed spread for the Loan Currency in effect at 12:01 a.m. Washington, D.C. time on the Conversion Date; and (c) upon a Currency Conversion of all or any amount of the Unwithdrawn Loan Balance, the Fixed Spread shall be adjusted on the Execution Date in the manner specified in the Conversion Guidelines.

47. "Foreign Expenditure" means an expenditure in the Currency of any country other than the Member Country for goods, works or services supplied from the territory of any country other than the Member Country.

48. "Front-end Fee" means the fee specified in the Loan Agreement for the purpose of Section 3.01.

49. "Guarantee Agreement" means the agreement between the Member Country and the Bank providing for the guarantee of the Loan, as such agreement may be amended from time to time. "Guarantee Agreement" includes these General Conditions as applied to the Guarantee Agreement, and all appendices, schedules and agreements supplemental to the Guarantee Agreement.

50. "Guarantor" means the Member Country which is a party to the Guarantee Agreement.

51. "Guarantor‟s Address" means the Guarantor‟s address specified in the Guarantee Agreement for the purpose of Section 10.01.

52. "Guarantor‟s Representative" means the Guarantor‟s representative specified in the Loan Agreement for the purpose of Section 10.02.

53. "Incurring of debt" includes the assumption or guarantee of debt and any renewal, extension, or modification of the terms of the debt or of the

assumption or guarantee of the debt.

54. "Interest Hedge Transaction" means, for an Interest Rate Conversion, one or more interest rate swap transactions entered into by the Bank with a Counterparty as of the Execution Date and in accordance with the Conversion Guidelines, in connection with the Interest Rate Conversion.

55. "Interest Period" means the initial period from and including the date of the Loan Agreement to but excluding the first Payment Date occurring thereafter, and after the initial period, each period from and including a Payment Date to but excluding the next following Payment Date.

56. "Interest Rate Cap" means a ceiling that sets an upper limit: (a) in respect of any portion of the loan that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, for the Variable Rate; or (b) in respect of any portion of the loan that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, for the Reference Rate.

57. "Interest Rate Collar" means a combination of a ceiling and a floor that sets an upper and a lower limit: (a) in respect of any portion of the loan that accrues interest at a Variable Rate based on a Reference Rate and the Fixed Spread, for the Variable Rate; or (b) in respect of any portion of the loan that accrues interest at a Variable Rate based on a Reference Rate and the Variable Spread, for the Reference Rate.

58. "Interest Rate Conversion" means a change of the interest rate basis applicable to all or any amount of the Withdrawn Loan Balance: (a) from the Variable Rate to the Fixed Rate or vice versa; or (b) from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; or (c) from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread or vice versa.

59. "Legal Agreement" means any of the Loan Agreement, the Guarantee Agreement or the Project Agreement. "Legal Agreements" means collectively, all of such agreements.

60. "LIBOR" means for any Interest Period, the London interbank offered rate for deposits in the relevant Loan Currency for six months, expressed as a percentage per annum, that appears on the Relevant Rate Page as of 11:00 a.m. London time on the Reference Rate Reset Date for the

Interest Period.

61. "Lien" includes mortgages, pledges, charges, privileges and priorities of any kind.

62. "Loan" means the loan provided for in the Loan Agreement.

63. "Loan Account" means the account opened by the Bank in its books in the name of the Borrower to which the amount of the Loan is credited.

64. "Loan Agreement" means the loan agreement between the Bank and the Borrower providing for the Loan, as such agreement may be amended from time to time. "Loan Agreement" includes these General Conditions as applied to the Loan Agreement, and all appendices, schedules and agreements supplemental to the Loan Agreement.

65. "Loan Currency" means the Currency in which the Loan is denominated; provided that if the Loan Agreement provides for Conversions, "Loan Currency" means the Currency in which the Loan is denominated from time to time. If the Loan is denominated in more than one currency, "Loan Currency" refers separately to each of such Currencies.

66. "Loan Party" means the Borrower or the Guarantor. "Loan Parties" means collectively, the Borrower and the Guarantor.

67. "Loan Payment" means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements or these General Conditions, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, interest at the Default Interest Rate (if any), any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, the Variable Spread Fixing Charge (if any), any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.

68. "Local Expenditure" means an expenditure: (a) in the Currency of the Member Country; or (b) for goods, works or services supplied from the territory of the Member Country; provided, however, that if the Currency of the Member Country is also that of another country from which goods, works or services are supplied, an expenditure in such Currency for such goods, works or services shall be deemed to be a Foreign Expenditure.

69. “London Banking Day” means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign Currency deposits) in London.

70. “Maturity Fixing Date” means, for each Disbursed Amount, the first day of the Interest Period next following the Interest Period in which the Disbursed Amount is withdrawn.

71. “Member Country” means the member of the Bank which is the Borrower or the Guarantor.

72. “Payment Date” means each date specified in the Loan Agreement occurring on or after the date of the Loan Agreement on which interest is payable.

73. “Preparation Advance” means the advance referred to in the Loan Agreement and repayable in accordance with Section 2.07 (a).

74. “Principal Payment Date” means each date specified in the Loan Agreement on which all or any portion of the principal amount of the Loan is payable.

75. “Project” means the project described in the Loan Agreement, for which the Loan is extended, as the description of such project may be amended from time to time by agreement between the Bank and the Borrower.

76. “Project Agreement” means the agreement between the Bank and the Project Implementing Entity relating to the implementation of all or part of the Project, as such agreement may be amended from time to time. “Project Agreement” includes these General Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.

77. “Project Implementing Entity” means a legal entity (other than the Borrower or the Guarantor) which is responsible for implementing all or a part of the Project and which is a party to the Project Agreement. If the Bank enters into a Project Agreement with more than one such entity, “Project Implementing Entity” refers separately to each such entity.

78. “Project Implementing Entity‟s Address” means the Project Implementing Entity‟s address specified in the Project Agreement for the purpose of Section 10.01.

79. “Project Implementing Entity‟s Representative” means the Project Implementing Entity‟s representative specified in the Project Agreement for the purpose of Section 10.02 (a).

80. “Project Report” means each report on the Project to be prepared and furnished to the Bank pursuant to Section 5.08 (b).

81. “Public Assets” means assets of the Member Country, of any of its political or administrative subdivisions and of any entity owned or controlled by, or operating for the account or benefit of, the Member Country or any such subdivision, including gold and foreign exchange assets held by any institution performing the functions of a central bank or exchange stabilization fund, or similar functions, for the Member Country.

82. “Reference Rate” means, for any Interest Period:

(a) for USD and JPY, LIBOR for the relevant Loan Currency. If such rate does not appear on the Relevant Rate Page, the Bank shall request the principal London office of each of four major banks to provide a quotation of the rate at which it offers six-month deposits in the relevant Loan Currency to leading banks in the London interbank market at approximately 11:00 a.m. London time on the Reference Rate Reset Date for the Interest Period. If at least two such quotations are provided, the rate for the Interest Period shall be the arithmetic mean (as determined by the Bank) of the quotations. If less than two quotations are provided as requested, the rate for the Interest Period shall be the arithmetic mean (as determined by the Bank) of the rates quoted by four major banks selected by the Bank in the relevant Financial Center, at approximately 11:00 a.m. in the Financial Center, on the Reference Rate Reset Date for the Interest Period for loans in the relevant Loan Currency to leading banks for six months. If less than two of the banks so selected are quoting such rates, the Reference Rate for the relevant Loan Currency for the Interest Period shall be equal to the respective Reference Rate in effect for the Interest Period immediately preceding it;

(b) for Euro, EURIBOR. If such rate does not appear on the Relevant Rate Page, the Bank shall request the principal Euro Area office of each of four major banks to provide a quotation of the rate at which it offers six-month deposits in Euro to leading banks in the

Euro area interbank market at approximately 11:00 a.m. Brussels time on the Reference Rate Reset Date for the Interest Period. If at least two such quotations are provided, the rate for the Interest Period shall be the arithmetic mean (as determined by the Bank) of the quotations. If less than two quotations are provided as requested, the rate for the Interest Period shall be the arithmetic mean (as determined by the Bank) of the rates quoted by four major banks selected by the Bank in the relevant Financial Center, at approximately 11:00 a.m. in the Financial Center, on the Reference Rate Reset Date for the Interest Period for loans in Euro to leading banks for six months. If less than two of the banks so selected are quoting such rates, the Reference Rate for Euro for the Interest Period shall be equal to the Reference Rate in effect for the Interest Period immediately preceding it;

(c) if the Bank determines that LIBOR (in respect of USD and JPY) or EURIBOR (in respect of Euro) has permanently ceased to be quoted for such currency, such other comparable reference rate for the relevant currency as the Bank shall determine pursuant to Section 3.02 (c); and

(d) for any currency other than USD, Euro or JPY: (i) such reference rate for the initial Loan Currency as shall be specified or referred to in the Loan Agreement; or (ii) in the case of a Currency Conversion to such other currency, such reference rate as shall be determined by the Bank in accordance with the Conversion Guidelines and notice thereof given to the Borrower in accordance with Section 4.01(b).

83. "Reference Rate Reset Date" means:

(a) for USD and JPY, the day two London Banking Days prior to the first day of the relevant Interest Period (or: (i) in the case of the initial Interest Period, the day two London Banking Days prior to the first or fifteenth day of the month in which the Loan Agreement is signed, whichever day immediately precedes the date of the Loan Agreement; provided that if the date of the Loan Agreement falls on the first or fifteenth day of such month, the Reference Rate Reset Date shall be the day two London Banking Days prior to the date of the Loan Agreement; and (ii) if the Conversion Date for a Currency Conversion of an amount of the Unwithdrawn Loan Balance to either USD or JPY falls on a day other than a Payment Date, the initial Reference Rate Reset Date for the Approved Currency shall be the day two London Banking Days prior to the first or fifteenth day of the month in which the Conversion Date falls, whichever day immediately precedes the Conversion Date; provided, that if the Conversion Date falls on the first or fifteenth day of such month, the Reference Rate Reset Date for the Approved Currency shall be the day two London Banking Days prior to the Conversion Date);

(b) for Euro, the day two TARGET Settlement Days prior to the first day of the relevant Interest Period (or: (i) in the case of the initial Interest Period the day two TARGET Settlement Days prior to the first or fifteenth day of the month in which the Loan Agreement is signed, whichever day immediately precedes the date of the Loan Agreement; provided that if the date of the Loan Agreement falls on the first or fifteenth day of such month, the Reference Rate Reset Date shall be the day two TARGET Settlement Days prior to the date of the Loan Agreement; and (ii) if the Conversion Date of a Currency Conversion of an amount of the Unwithdrawn Loan Balance to Euro falls on a day other than a Payment Date, the initial Reference Rate Reset Date for the Approved Currency shall be the day two TARGET Settlement Days prior to the first or fifteenth day of the month in which the Conversion Date falls, whichever day immediately precedes the Conversion Date; provided that if the Conversion Date falls on the first or fifteenth day of such month, the Reference Rate Reset Date for the Approved Currency shall be the day two TARGET Settlement Days prior to the Conversion Date);

(c) if, for a Currency Conversion to an Approved Currency, the Bank determines that market practice for the determination of the Reference Rate Reset Date is on a date other than as set forth in sub-paragraphs (a) or (b) of this Section, the Reference Rate Reset Date shall be such other date as further specified in the Conversion Guidelines; and

(d) for any currency other than USD, Euro and JPY: (i) such day for the initial Loan Currency as shall be specified or referred to in the Loan Agreement; or (ii) in the case of a Currency Conversion to such other currency, such day as shall be determined by the Bank and notice thereof given to the Borrower in accordance with Section 4.01(b).

84. “Relevant Rate Page” means the display page designated by an established financial market data provider selected by the Bank as the page for the purpose of displaying the Reference Rate for deposits in the Loan Currency.

85. “Respective Part of the Project” means, for the Borrower and for any Project Implementing Entity, the part of the Project specified in the Legal Agreements to be carried out by it.

86. “Screen Rate” means:

(a) for an Interest Rate Conversion from the Variable Rate to the Fixed Rate, the fixed rate of interest determined by the Bank on the Execution Date on the basis of the Variable Rate and market rates displayed by established information vendors reflecting the Conversion Period, the Currency amount and the repayment provisions of the amount of the Loan to which the Conversion applies;

(b) for an Interest Rate Conversion from the Fixed Rate to the Variable Rate, the variable rate of interest determined by the Bank on the Execution Date on the basis of the Fixed Rate and market rates displayed by established information vendors reflecting the Conversion Period, the Currency amount and the repayment provisions of the amount of the Loan to which the Conversion applies;

(c) for an Interest Rate Conversion from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread (or vice versa), the variable rate of interest determined by the Bank on the Execution Date on the basis of the Reference Rate or Fixed Reference Rate (as the case may be) applicable prior to the Conversion and market rates displayed by established information vendors reflecting the Conversion Period, the Currency amount and the repayment provisions of the amount to which the Conversion applies;

(d) for a Currency Conversion of an amount of the Unwithdrawn Loan Balance, the exchange rate between the Loan Currency immediately prior to the Conversion and the Approved Currency, determined by the Bank on the Execution Date on the basis of market exchange rates displayed by established information vendors;

(e) for a Currency Conversion of an amount of the Withdrawn Loan Balance that accrues interest at a Variable Rate based on:

(i) a Reference Rate and the Fixed Spread, each of: (A) the exchange rate between the Loan Currency immediately prior to the Conversion and the Approved Currency, determined by the Bank on the Execution Date on the basis of market exchange rates displayed by established information vendors; and (B) the fixed rate of interest or the variable rate of interest (whichever applies to the Conversion), determined by the Bank on the Execution Date in accordance with the Conversion Guidelines on the basis of the interest rate applicable to such amount immediately prior to the Conversion and market rates displayed by established information vendors reflecting the Conversion Period, the Currency amount and the repayment provisions of the amount of the Loan to which the Conversion applies; or

(ii) a Reference Rate or a Fixed Reference Rate and the Variable Spread, each of: (A) the exchange rate between the Loan Currency immediately prior to the Conversion and the Approved Currency, determined by the Bank on the Execution Date on the basis of market exchange rates displayed by established information vendors; and (B) the fixed rate of interest or the variable rate of interest (whichever applies to the Conversion), determined by the Bank on the Execution Date in accordance with the Conversion Guidelines on the basis of the Reference Rate or the Fixed Reference Rate (as the case may be) applicable to such amount immediately prior to the Conversion plus a spread (if any) and market rates displayed by established information vendors reflecting the Conversion Period, the Currency amount and the repayment provisions of the amount of the Loan to which the Conversion applies; and

(f) for the early termination of a Conversion, each of the rates applied by the Bank for the purpose of calculating the Unwinding Amount as of the date of such early termination in accordance with the Conversion Guidelines on the basis of market rates displayed by established information vendors reflecting the remaining Conversion Period, Currency amount and repayment provisions of the amount of the Loan to which the Conversion and such early termination apply.

87. "Special Commitment" means any special commitment entered into or to be entered into by the Bank pursuant to Section 2.02.

88. "TARGET Settlement Day" means any day on which the Trans European Automated Real-Time Gross Settlement Express Transfer system is open for the settlement of Euro.

89. "Taxes" includes imposts, levies, fees and duties of any nature whether in effect at the date of the Legal Agreements or imposed after that date.

90. "Umpire" means the third arbitrator appointed pursuant to Section 8.04 (c).

91. "Unwinding Amount" means, for the early termination of a Conversion: (a) an amount payable by the Borrower to the Bank equal to the net aggregate amount payable by the Bank under transactions undertaken by the Bank to terminate the Conversion, or if no such transactions are undertaken, an amount determined by the Bank on the basis of the Screen Rate, to represent the equivalent of such net aggregate amount; or (b) an amount payable by the Bank to the Borrower equal to the net aggregate amount receivable by the Bank under transactions undertaken by the Bank to terminate the Conversion, or if no such transactions are undertaken, an amount determined by the Bank on the basis of the Screen Rate, to represent the equivalent of such net aggregate amount.

92. "Unwithdrawn Loan Balance" means the amount of the Loan remaining unwithdrawn from the Loan Account from time to time.

93. "Variable Rate" means a variable rate of interest equal to the sum of: (1) the Reference Rate for the initial Loan Currency; plus (2) the Variable Spread, if interest accrues at a rate based on the Variable Spread, or the Fixed Spread if interest accrues at a rate based on the Fixed Spread; provided, that:

(a) upon an Interest Rate Conversion from a variable rate based on the Variable Spread to a variable rate based on a Fixed Spread, the "Variable Rate" applicable to the amount of the Loan to which the Conversion applies shall be equal to the sum of: (i) the Reference Rate for the Loan Currency; plus (ii) the Fixed Spread; plus (iii) the Variable Spread Fixing Charge;

(b) upon an Interest Rate Conversion from the Fixed Rate, the "Variable Rate" applicable to the amount of the Loan to which the Conversion applies shall be equal to either: (i) the sum of: (A) the Reference Rate for the Loan Currency; plus (B) the spread to the Reference Rate, if any, payable by the Bank under the Interest Hedge Transaction relating to the Conversion (adjusted in accordance with the Conversion Guidelines for the difference, if any, between the Fixed Rate and the fixed rate of interest receivable by the Bank under the Interest Hedge Transaction); or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the Screen Rate;

(c) upon an Interest Rate Conversion from a variable rate based on:

(i) a Reference Rate and the Variable Spread to a variable rate based on a Fixed Reference Rate and the Variable Spread, the "Variable Rate" applicable to the amount of the Loan to which the Conversion applies shall be equal to the sum of: (A) the Fixed Reference Rate for the Loan Currency; plus (B) a spread (if any) to the Reference Rate as reasonably determined by the Bank in accordance with the Conversion Guidelines; plus (C) the Variable Spread; or

(ii) a Fixed Reference Rate and the Variable Spread to a variable rate based on a Reference Rate and the Variable Spread, the "Variable Rate" applicable to the amount of the Loan to which the Conversion applies shall be equal to the sum of: (A) the Reference Rate for the Loan Currency; plus (B) a spread (if any) to the Reference Rate as reasonably determined by the Bank in accordance with the Conversion Guidelines; plus (C) the Variable Spread;

(d) upon a Currency Conversion to an Approved Currency of an amount of the Unwithdrawn Loan Balance, and upon withdrawal of any of such amount, the "Variable Rate" applicable to such amount shall be equal to the sum of: (i) the Reference Rate for the Approved Currency; plus (ii) the Variable Spread if such amount accrues interest at a rate based on the Variable Spread, or the Fixed Spread if such amount accrues interest at a rate based on the Fixed Spread; and

(e) upon a Currency Conversion to an Approved Currency of an amount of the Withdrawn Loan Balance that accrues interest at a variable rate during the Conversion Period, the "Variable Rate" applicable to such amount shall:

(i) for a loan that accrues interest at a variable rate based on a Reference Rate and the Fixed Spread, be equal to either: (A) the sum of: (1) the Reference Rate for the Approved Currency; plus (2) the spread to the Reference Rate, if any, payable by the Bank under the Currency Hedge Transaction relating to the Currency Conversion; or (B) if the Bank so determines in accordance with the Conversion Guidelines, the interest rate component of the Screen Rate; or

(ii) for a loan that accrues interest at a variable rate based on a Reference Rate and the Variable Spread, be equal to the sum of: (A) the Reference Rate for the Approved Currency; plus (B) a spread (if any) to the Reference Rate for the Approved Currency as reasonably determined by the Bank in accordance with the Conversion Guidelines; plus (C) the Variable Spread; or

(iii) for a loan that accrues interest at a variable rate based on a Fixed Reference Rate and the Variable Spread, be equal to the sum of: (A) the Fixed Reference Rate for the Approved Currency; plus (B) a spread (if any) to the Reference Rate for the Approved Currency as reasonably determined by the Bank in accordance with the Conversion Guidelines; plus (C) the Variable Spread.

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94. "Variable Spread" means, for each Interest Period: (1) the Bank"s standard lending spread for Loans in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Loan Agreement.; (2) minus (or plus) the weighted average margin, for the Interest Period,

below (or above) the Reference Rate for six-month deposits, in respect of the Bank‟s outstanding borrowings or portions thereof allocated by it to fund loans that carry interest at a rate based on the Variable Spread; as reasonably determined by the Bank and expressed as a percentage per annum. In the case of a Loan denominated in more than one Currency, "Variable Spread" applies separately to each of such Currencies.

95. "Variable Spread Fixing Charge" means, for a Conversion to a Fixed Rate or a Fixed Spread of all or any portion of the Loan that accrues interest at a rate based on the Variable Spread, the Bank‟s charge for such a Conversion in effect 12:01 a.m. Washington, D.C. time, one calendar day prior to the execution of the Conversion.

96. "Withdrawn Loan Balance" means the amounts of the Loan withdrawn from the Loan Account and outstanding from time to time.

97. "Yen", "¥" and "JPY" each means the lawful currency of Japan

PROTOCOLO DE ASSINATURA(S)

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O(s) nome(s) indicado(s) para assinatura, bem como seu(s) status em 28/05/2020 é(são) :

☑ Celia Polacow Korn (Signatário) - 076.347.708-76 em 28/05/2020 19:04 UTC-03:00

Tipo: Certificado Digital

PROJETO CONFIDENCIAL
(NEGOCIADO)
5 de outubro de 2023

EMPRÉSTIMO NÚMERO ____________-___

Contrato de Garantia

(Empréstimo para Política de Gestão Fiscal e Desenvolvimento Sustentável do Rio de Janeiro Fiscal)

(*Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II – Rio de Janeiro Sustentável*)

entre

REPÚBLICA FEDERATIVA DO BRASIL

e

BANCO INTERNACIONAL PARA RECONSTRUÇÃO E DESENVOLVIMENTO

EMPRÉSTIMO NÚMERO ____-

ACORDO DE GARANTIA

CONTRATO celebrado entre a REPÚBLICA FEDERATIVA DO BRASIL ("Garantidor") e o BANCO INTERNACIONAL PARA RECONSTRUÇÃO E DESENVOLVIMENTO ("Banco") ("Contrato de Garantia") em conexão com o Contrato de Empréstimo da Data de Assinatura entre o Banco e a PREFEITURA DO RIO DE JANEIRO ("Tomador do Empréstimo"), referente ao Empréstimo nº. ________

O Garantidor e o Banco acordam o seguinte:

ARTIGO I – CONDIÇÕES GERAIS; DEFINIÇÕES

Seção 1.01. As Condições Gerais (conforme definidas no Apêndice do Contrato de Empréstimo) aplicam-se e fazem parte deste Contrato.

Seção 1.02. A menos que o contexto exija o contrário, os termos em letras maiúsculas utilizados neste Contrato têm os significados que lhes são atribuídos nas Condições Gerais ou no Contrato de Empréstimo.

ARTIGO II – GARANTIA

Seção 2.01. O Garantidor garante incondicionalmente, como devedor principal e não apenas como garantidor, o pagamento devido e pontual de todos os Pagamentos do Empréstimo devidos pelo Tomador nos termos do Contrato de Empréstimo.

ARTIGO III –REPRESENTANTE; ENDEREÇOS

Seção 3.01. O Representante do Garantidor é o Ministro da Fazenda.

Seção 3.02. Para efeitos da Secção 10.01 das Condições Gerais:

(a) o endereço do Garantidor é:

Ministério da Fazenda
Procuradoria Geral da Fazenda Nacional
Esplanada dos Ministérios, Bloco "P" - 8º andar
70048-900 Brasília, DF
Brasil; _; e

(b) o Endereço Eletrônico do Garantidor é:

Fax:	E-mail:
(55-61) 3412-1740	apoiocof.df.pgfn@pgfn.gov.br

Com cópias para:

SEAID – Secretaria de Assuntos Internacionais e Desenvolvimento do Ministério do Planejamento e Orçamento
Esplanada dos Ministérios, Bloco K - 8º andar
Brasília, DF, 70040-906 - Brasil
E-mail: cofiex@economia.gov.br

Ministério da Fazenda
Secretaria do Tesouro Nacional
Coordenação-Geral de Controle da Dívida Pública
Esplanada dos Ministérios, Bloco P, Ed. Anexo, Ala A – 1º andar, sala 121
Brasília, DF, 70048-900 - Brasil

E-mail:
codiv.df.stn@tesouro.gov.br
gecod.codiv.df.stn@tesouro.gov.br

Seção 3.03. Para efeitos da Secção 10.01 das Condições Gerais:

(a) o endereço do Banco é:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; e

(a) o Endereço Eletrônico do Banco é:

Telex:	Fax:	E-mail:
248423(MCI) ou 64145(MCI)	1-202-477-6391	jzutt@worldbank.org

ACORDADO na última das duas datas escritas abaixo.

REPÚBLICA FEDERATIVA DO BRASIL

Por

____
Representante Autorizado

Nome: ______________________________

Cargo: ______________________________

Data: ______________________________

BANCO INTERNACIONAL PARA
RECONSTRUÇÃO E DESENVOLVIMENTO

Por

____
Representante Autorizado

Nome: ______________________________

Cargo: ______________________________

Data: ______________________________

Cronograma de Amortização

Projeto P179182- 2° EPD Fiscal e Sustentável Rio **Região** AMÉRICA LATINA E CARIBE **País** Brasil
LE AnaWaksberg Guerrini **Instrumento de Empréstimo** EPD

Empréstimo BIRD T13988- **Produto Financeiro** IFL – Empréstimo de Spread Variável **Status** Minuta
Montante em CoC USD 135.238.245,00 **Descrição Empréstimo** 2° EPD FISCAL RJ

Cronograma de Amortização

País Tom. BR-Brasil **Categoria Ingresso** 4 **Média Venc. Reembolso (anos)** 20.00

Parâmetros Cronograma Amortização

Perfil de Vencimento	PERSONALIZADO	**Tipo Vencimento**	NIVELADO
Prazo de Reembolso	VINCULADO_COMPROMISSO	**Freq. Reembolso (em meses)**	006
Período de Carência (em meses)	012	**Vencimento Final (em meses)**	222
Data Primeiro Vencimento	15Mar2025	**Data Último Vencimento**	15Mar2042
Data Est Ult. Desembolso		**Agrup. Desembolso (em meses)**	000
Dia/Mês Pagamento	15/03	**Taxa de Anuidade (%)**	0.00

Versão Número: 001

Cronograma Reembolso

Reembolso No	Data Reembolso	Valor Reembolso (USD)	Valor Reembolso (USD)	Perc. Reembolso
001	15Mar2025	3.867.813,81	3.867.813,81	2,86000
002	15Set2025	3.867.813,81	3.867.813,81	2,86000
003	15Mar2026	3.867.813,81	3.867.813,81	2,86000
004	15Set2026	3.867.813,81	3.867.813,81	2,86000
005	15Mar2027	3.867.813,81	3.867.813,81	2,86000
006	15Set2027	3.867.813,81	3.867.813,81	2,86000
007	15Mar2028	3.867.813,81	3.867.813,81	2,86000
008	15Set2028	3.867.813,81	3.867.813,81	2,86000
009	15Mar2029	3.867.813,81	3.867.813,81	2,86000
010	15Set2029	3.867.813,81	3.867.813,81	2,86000
011	15Mar2030	3.867.813,81	3.867.813,81	2,86000
012	15Set2030	3.867.813,81	3.867.813,81	2,86000
013	15Mar2031	3.867.813,81	3.867.813,81	2,86000
014	15Set2031	3.867.813,81	3.867.813,81	2,86000
015	15Mar2032	3.867.813,81	3.867.813,81	2,86000
016	15Set2032	3.867.813,81	3.867.813,81	2,86000
017	15Mar2033	3.867.813,81	3.867.813,81	2,86000
018	15Set2033	3.867.813,81	3.867.813,81	2,86000
019	15Mar2034	3.867.813,81	3.867.813,81	2,86000
020	15Set2034	3.867.813,81	3.867.813,81	2,86000
021	15Mar2035	3.867.813,81	3.867.813,81	2,86000
022	15Set2035	3.867.813,81	3.867.813,81	2,86000
023	15Mar2036	3.867.813,81	3.867.813,81	2,86000
024	15Set2036	3.867.813,81	3.867.813,81	2,86000
025	15Mar2037	3.867.813,81	3.867.813,81	2,86000
026	15Set2037	3.867.813,81	3.867.813,81	2,86000
027	15Mar2038	3.867.813,81	3.867.813,81	2,86000
028	15Set2038	3.867.813,81	3.867.813,81	2,86000
029	15Mar2039	3.867.813,81	3.867.813,81	2,86000
030	15Set2039	3.867.813,81	3.867.813,81	2,86000
031	15Mar2040	3.867.813,81	3.867.813,81	2,86000
032	15Set2040	3.867.813,81	3.867.813,81	2,86000
033	15Mar2041	3.867.813,81	3.867.813,81	2,86000
034	15Set2041	3.867.813,81	3.867.813,81	2,86000
035	15Mar2042	3.732.575,56	3.732.575,56	2,86000
Total		135.238.245,10	135.238.245,10	100,00000

Média de Vencimento de Reembolso

Média Vencimento Reembolso Sub Empréstimo (ARM)	9,82

Economia ARM	10.18

TESOURONACIONAL

2023

Setembro

Boletim

Resultado do Tesouro Nacional

Vol. 29, N.9 – Publicado em 27/10/2023

SECRETARIA DO TESOURO NACIONAL MINISTÉRIO DA FAZENDA

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Fernando Haddad

Secretaria Executiva do Ministério da Fazenda
Dario Carnevalli Durigan

Secretaria do Tesouro Nacional
Rogério Ceron de Oliveira

Secretaria Adjunta do Tesouro Nacional
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Disponível em: www.tesourotransparente.gov.br

Resultado do Tesouro Nacional / Secretaria do Tesouro Nacional. – v. 29, n. 9 (Setembro, 2023). –

Brasília: STN, 1995_.

Mensal.

Continuação de: Demonstrativo da execução financeira do Tesouro Nacional.

ISSN 1519-2970

1.Finanças públicas – Periódicos. 2.Receita pública – Periódicos. 3.Despesa pública – Periódicos.
1. Brasil. Secretaria do Tesouro Nacional.

CDD 336.005

Panorama Geral - Resultado do Governo Central

Resultado Mensal em Relação ao Mesmo Mês do Ano Anterior

Tabela 1 – Panorama Geral do Resultado do Tesouro Nacional – mês contra mesmo mês do ano anterior
Dados em: R$ milhões – a preços correntes
Fonte: Tesouro Nacional

Discriminação	Setembro		Variação (2023/2022)		
	2022	2023	Diferença	% Nominal	% Real (IPCA)
1. Receita Total	177.722,0	201.332,7	23.610,7	13,3%	7,7%
2. Transf. por Repartição de Receita	31.479,1	31.115,1	-364,0	-1,2%	-6,0%
3. Receita Líquida (I-II)	146.242,9	170.217,6	23.974,7	16,4%	10,7%
4. Despesa Total	135.306,6	158.669,6	23.363,0	17,3%	11,5%
5. Resultado Primário do Gov. Central (3 - 4)	10.936,3	11.548,0	611,7	5,6%	0,4%
Resultado do Tesouro Nacional	28.982,0	32.729,8	3.747,7	12,9%	7,4%
Resultado do Banco Central	-66,7	-93,2	-26,5	39,6%	32,8%
Resultado da Previdência Social	-17.979,0	-21.088,6	-3.109,6	17,3%	11,5%
Memorando:					
Resultado TN e BCB	28.915,3	32.636,6	3.721,3	12,9%	7,3%

Em setembro de 2023, o resultado primário do Governo Central, a preços correntes, foi superavitário em R$ 11,5 bilhões, frente a um superávit de R$ 10,9 bilhões em setembro de 2022. Em termos reais, a receita líquida apresentou um acréscimo de R$ 16,4 bilhões (+10,7%), enquanto a despesa total registrou um aumento de R$ 16,3 bilhões (+11,5%), quando comparadas a setembro de 2022.

Resultado Primário do Governo Central Mês Contra Mês

Tabela 2 – Resultado Mês Contra Mês – Notas Explicativas | R$ milhões – a preços correntes | *Fonte:* Tesouro Nacional

Discriminação	Nota	Setembro 2022	Setembro 2023	Variação Nominal R$ Milhões	Variação Nominal Var. %	Variação Real R$ Milhões	Variação Real Var. %
1. RECEITA TOTAL		**177.722,0**	**201.332,7**	**23.610,7**	**13,3%**	**14.395,3**	**7,7%**
1.1 - Receita Administrada pela RFB		***103.227,8***	***107.553,7***	***4.325,9***	***4,2%***	***-1.026,7***	***-0,9%***
1.1.1 Imposto de Importação		5.334,8	4.673,1	-661,7	-12,4%	-938,3	-16,7%
1.1.2 IPI		5.421,4	5.527,8	106,4	2,0%	-174,7	-3,1%
1.1.3 Imposto sobre a Renda	1	42.364,5	44.970,2	2.605,8	6,2%	409,0	0,9%
1.1.4 IOF		5.058,9	5.523,7	464,7	9,2%	202,4	3,8%
1.1.5 COFINS	2	25.821,7	28.928,1	3.106,4	12,0%	1.767,4	6,5%
1.1.6 PIS/PASEP		6.973,5	7.836,3	862,8	12,4%	501,2	6,8%
1.1.7 CSLL		8.204,4	8.098,8	-105,6	-1,3%	-531,0	-6,2%
1.1.8 CPMF		0,0	0,0	0,0	-	0,0	-
1.1.9 CIDE Combustíveis		1,1	272,4	271,3	-	271,2	-
1.1.10 Outras Administradas pela RFB	3	4.047,4	1.723,2	-2.324,2	-57,4%	-2.534,1	-59,5%
1.2 - Incentivos Fiscais		***0,0***	***0,0***	***0,0***	-	***0,0***	-
1.3 - Arrecadação Líquida para o RGPS	4	***43.785,7***	***48.464,2***	***4.678,5***	***10,7%***	***2.408,1***	***5,2%***
1.4 - Receitas Não Administradas pela RFB		***30.708,6***	***45.314,9***	***14.606,3***	***47,6%***	***13.013,9***	***40,3%***
1.4.1 Concessões e Permissões		716,3	141,9	-574,4	-80,2%	-611,6	-81,2%
1.4.2 Dividendos e Participações	5	13.546,9	4.020,4	-9.526,5	-70,3%	-10.228,9	-71,8%
1.4.3 Contr. Plano de Seguridade Social do Servidor		1.454,9	1.364,6	-90,3	-6,2%	-165,8	-10,8%
1.4.4 Exploração de Recursos Naturais		6.898,8	6.209,2	-689,6	-10,0%	-1.047,3	-14,4%
1.4.5 Receitas Próprias e de Convênios		1.787,5	1.737,3	-50,2	-2,8%	-142,8	-7,6%
1.4.6 Contribuição do Salário Educação		2.177,6	2.437,5	259,9	11,9%	146,9	6,4%
1.4.7 Complemento para o FGTS (LC nº 110/01)		0,0	0,0	0,0	-	0,0	-
1.4.8 Demais Receitas	6	4.126,6	29.404,0	25.277,4	612,5%	25.063,5	577,4%
2. TRANSF. POR REPARTIÇÃO DE RECEITA		**31.479,1**	**31.115,1**	**-364,0**	**-1,2%**	**-1.996,3**	**-6,0%**
2.1 FPM / FPE / IPI-EE		***23.684,4***	***23.573,4***	***-111,0***	***-0,5%***	***-1.339,1***	***-5,4%***
2.2 Fundos Constitucionais		***1.530,1***	***1.138,0***	***-392,1***	***-25,6%***	***-471,4***	***-29,3%***
2.2.1 Repasse Total		1.496,4	1.443,4	-52,9	-3,5%	-130,5	-8,3%
2.2.2 Superávit dos Fundos		33,7	-305,4	-339,2	-	-340,9	-
2.3 Contribuição do Salário Educação		***1.314,6***	***1.431,6***	***117,0***	***8,9%***	***48,8***	***3,5%***
2.4 Exploração de Recursos Naturais		***4.750,1***	***4.706,5***	***-43,7***	***-0,9%***	***-290,0***	***-5,8%***
2.5 CIDE - Combustíveis		***0,0***	***0,0***	***0,0***	-	***0,0***	-
2.6 Demais		***199,8***	***265,6***	***65,8***	***32,9%***	***55,4***	***26,4%***
3. RECEITA LÍQUIDA (1-2)		**146.242,9**	**170.217,6**	**23.974,7**	**16,4%**	**16.391,6**	**10,7%**
4. DESPESA TOTAL		**135.306,6**	**158.669,6**	**23.363,0**	**17,3%**	**16.347,0**	**11,5%**
4.1 Benefícios Previdenciários	7	***61.764,7***	***69.552,8***	***7.788,1***	***12,6%***	***4.585,4***	***7,1%***
4.2 Pessoal e Encargos Sociais		***25.533,8***	***27.459,0***	***1.925,2***	***7,5%***	***601,2***	***2,2%***
4.3 Outras Despesas Obrigatórias		***21.984,8***	***20.545,8***	***-1.439,0***	***-6,5%***	***-2.579,0***	***-11,2%***
4.3.1 Abono e Seguro Desemprego		2.959,1	3.687,9	728,8	24,6%	575,3	18,5%
4.3.2 Anistiados		12,4	13,2	0,8	6,3%	0,1	1,1%
4.3.3 Apoio Fin. EE/MM		760,0	869,8	109,8	14,5%	70,4	8,8%
4.3.4 Benefícios de Legislação Especial e Indenizações		56,1	68,6	12,5	22,2%	9,5	16,2%
4.3.5 Benefícios de Prestação Continuada da LOAS/RMV		6.828,3	8.128,9	1.300,6	19,0%	946,6	13,2%
4.3.6 Complemento para o FGTS (LC nº 110/01)		0,0	0,0	0,0	-	0,0	-
4.3.7 Créditos Extraordinários (exceto PAC)	8	6.293,1	190,7	-6.102,4	-97,0%	-6.428,7	-97,1%
4.3.8 Compensação ao RGPS pelas Desonerações da Folha		0,0	0,0	0,0	-	0,0	-
4.3.9 Fabricação de Cédulas e Moedas		102,2	129,1	26,8	26,2%	21,5	20,0%
4.3.10 Fundef/Fundeb - Complementação da União		2.810,4	3.074,6	264,2	9,4%	118,5	4,0%
4.3.11 Fundo Constitucional DF (Custeio e Capital)		193,1	375,5	182,5	94,5%	172,5	84,9%
4.3.12. Legislativo/Judiciário/MPU/DPU (Custeio e Capital)		1.244,6	1.482,7	238,1	19,1%	173,6	13,3%
4.3.13 Lei Kandir (LC nº 87/96 e 102/00) e LC nº 176 de 2020		332,3	332,3	-0,1	0,0%	-17,3	-5,0%
4.3.14 Sentenças Judiciais e Precatórios (Custeio e Capital)		173,8	325,6	151,8	87,3%	142,7	78,1%
4.3.15 Subsídios, Subvenções e Proagro	9	-60,8	1.567,8	1.628,5	-	1.631,7	-
4.3.16 Transferências ANA		12,8	15,8	3,0	23,6%	2,4	17,5%
4.3.17 Transferências Multas ANEEL		128,3	123,2	-5,0	-3,9%	-11,7	-8,7%
4.3.18 Impacto Primário do FIES		135,8	160,1	24,3	17,9%	17,2	12,1%
4.3.19 Financiamento de Campanha Eleitoral		3,1	-	- 3,1	-100,0%	- 3,3	-100,0%
4.3.20 Demais		-	-	-	-	-	-
4.4 Despesas do Poder Executivo Sujeitas à Progr. Financeira		26.023,3	41.112,0	15.088,7	***58,0%***	13.739,3	***50,2%***
4.4.1 Obrigatórias com Controle de Fluxo	10	17.150,5	27.992,9	10.842,4	63,2%	9.953,1	55,2%
4.4.2 Discricionárias	11	8.872,8	13.119,1	4.246,3	47,9%	3.786,2	40,6%
5. PRIMÁRIO GOVERNO CENTRAL		**10.936,3**	**11.548,0**	**611,7**	**5,6%**	**44,6**	**0,4%**

Nota 1 - Imposto sobre a Renda (+R$ 409,0 milhões / +0,9%): explicado, principalmente, pela conjugação dos seguintes fatores: i) aumento na arrecadação do IRRF, de R$ 3,4 bilhões (+13,6%), destacando-se o desempenho da rubrica Rendimento de Residentes no Exterior, com acréscimos na arrecadação dos itens "Juros e Comissões em Geral", "Juros sobre Capital Próprio" e "Royalties e Assistência Técnica"; e ii) redução na arrecadação do IRPJ, no valor de R$ 2,8 bilhões (-19,3%), em especial devido ao decréscimo real de 21,3% na arrecadação da estimativa mensal e aos pagamentos atípicos de R$ 2,0 bilhões em setembro de 2022, sem contrapartida em 2023.

Nota 2 - Cofins (+R$ 1.767,4 milhões / +6,5%): justificado pelos seguintes fatores: i) aumentos reais de 3,6% no volume de vendas (PMC-IBGE) e de 0,9% no volume de serviços (PMS-IBGE) entre agosto de 2022 e agosto de 2023; e ii) modificações da tributação incidente sobre a gasolina, álcool e diesel.

Nota 3 - Outras Administradas pela RFB (-R$ 2.534,1 milhões / -59,5%): resultado é explicado, principalmente, pelos seguintes fatores: i) fim da vigência da Medida Provisória nº 1.163/2023, que havia estabelecido até 30 de junho de 2023 a cobrança do imposto de exportação sobre as exportações de óleo bruto; ii) aumento real de 48,5% da arrecadação da Cide-Remessas ao Exterior; e iii) reclassificação da arrecadação do programa de redução de litigiosidade para outras rubricas de receitas administradas, no montante aproximado de R$ 4,8 bilhões, sem qualquer efeito sobre o resultado primário.

Nota 4 - Arrecadação Líquida RGPS (+R$ 2.408,1 milhões / +5,2%): esse crescimento é explicado, majoritariamente, pelos seguintes fatores: i) crescimento real de 8,3% da massa salarial habitual entre agosto de 2023 e o mesmo mês do ano anterior; e ii) saldo positivo de 220.844 empregos no mês de agosto de 2023. Estes efeitos foram parcialmente compensados pelo crescimento das compensações tributárias com débitos de receita previdenciária entre setembro de 2022 e setembro de 2023.

Nota 5 - Dividendos e Participações (-R$ 10.228,9 milhões / -71,8%): explicado, principalmente, pela queda no recebimento de dividendos e juros sobre o capital próprio da Petrobras no mês de setembro de 2023 frente ao mesmo mês do ano passado (-R$ 9,7 bilhões em termos reais).

Nota 6 - Demais Receitas (+R$ 25.063,5 milhões): explicado pela entrada de recursos não sacados do PIS/PASEP (conforme previsto na Emenda Constitucional nº 126/2022), no montante de R$ 26,0 bilhões, em setembro de 2023, sem contrapartida em setembro de 2022.

Nota 7 - Benefícios Previdenciários (+R$ 4.585,4 milhões / +7,1%): explicado, principalmente, por: i) aumento do número de beneficiários do RGPS entre agosto de 2022 e agosto de 2023 (+2,5% – Fonte: Boletim Estatístico da Previdência Social); e ii) aumento real de 1,4% do salário mínimo em 2023, conforme Medida Provisória nº 1.143/2022, e posterior aumento previsto na Medida Provisória nº 1.172/2023.

Nota 8 - Créditos Extraordinários (exceto PAC) (-R$ 6.428,7 milhões / -97,1%): efeito do pagamento de despesas associadas à Emenda Constitucional nº 123/2022 (em especial para o pagamento do adicional de R$ 200,00 para o Programa Auxílio Brasil) em setembro de 2022, sem contrapartida em setembro de 2023.

Nota 9 - Subsídios, Subvenções e Proagro (+R$ 1.631,7 milhões): explicado, principalmente, pela receita acima da média de retornos de financiamentos do PEAC Maquininhas em setembro de 2022, no valor de R$ 1,1 bilhão (a valores de setembro de 2023).

Nota 10 - Obrigatórias com Controle de Fluxo (+R$ 9.953,1 milhões / +55,2%): crescimento explicado pelo aumento real nos pagamentos do Bolsa Família e Auxílio Brasil (+R$ 6,7 bilhões) e na função Saúde (+R$ 2,9 bilhões).

Nota 11 - Discricionárias (+R$ 3.786,2 milhões / +40,6%): variação explicada, em grande parte, pelos aumentos reais na função Saúde (+R$ 2,4 bilhões) e em Demais (R$ 783,4 milhões).

Panorama Geral - Resultado do Governo Central

Resultado Acumulado no Ano em Relação ao Acumulado do Ano Anterior

Tabela 3 – Panorama Geral do Resultado do Tesouro Nacional – acumulado contra acumulado do ano anterior
Dados em: R$ milhões – a preços correntes
Fonte: Tesouro Nacional

Discriminação	Jan-Set		Variação (2023/2022)		
	2022	2023	Diferença	% Nominal	% Real (IPCA)
1. Receita Total	1.724.100,6	1.723.291,6	-809,0	0,0%	-4,4%
2. Transf. por Repartição de Receita	336.609,0	328.065,6	-8.543,4	-2,5%	-6,7%
3. Receita Líquida (1-2)	1.387.491,6	1.395.226,0	7.734,4	0,6%	-3,8%
4. Despesa Total	1.353.669,4	1.488.602,1	134.932,7	10,0%	5,2%
5. Resultado Primário do Gov. Central (3 - 4)	33.822,2	-93.376,1	-127.198,3	-	-
Resultado do Tesouro Nacional	266.850,6	155.863,8	-110.986,7	-41,6%	-43,9%
Resultado do Banco Central	-311,1	-367,1	-56,1	18,0%	13,0%
Resultado da Previdência Social	-232.717,3	-248.872,8	-16.155,5	6,9%	2,5%
Memorando:					
Resultado TN e BCB	266.539,5	155.496,7	-111.042,8	-41,7%	-44,0%

Em relação ao resultado acumulado de janeiro a setembro de 2023, o Governo Central registrou um déficit de R$ 93,4 bilhões, frente a um superávit de R$ 33,8 bilhões no mesmo período de 2022. Em termos reais, a receita líquida apresentou uma redução de R$ 55,9 bilhões (-3,8%) e a despesa total aumentou R$ 74,5 bilhões (+5,2%) no acumulado de janeiro a setembro de 2023, quando comparadas ao mesmo período do ano anterior.

Resultado Primário do Governo Central Acumulado

Tabela 4 – Resultado Acumulado – Notas Explicativas | R$ milhões – a preços correntes | *Fonte:* Tesouro Nacional

Discriminação	Nota	Jan-Set		Variação Nominal		Variação Real	
		2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %
1. RECEITA TOTAL		1.724.100,6	1.723.291,6	-809,0	0,0%	-79.927,6	-4,4%
1.1 - Receita Administrada pela RFB		*1.035.219,7*	*1.061.016,5*	*25.796,8*	*2,5%*	*-22.039,6*	*-2,0%*
1.1.1 Imposto de Importação		43.934,6	40.603,2	-3.331,4	-7,6%	-5.414,6	-11,7%
1.1.2 IPI		45.769,7	42.529,1	-3.240,6	-7,1%	-5.479,3	-11,3%
1.1.3 Imposto sobre a Renda	1	489.327,4	507.686,8	18.359,4	3,8%	-3.794,5	-0,7%
1.1.4 IOF		43.811,3	45.675,2	1.863,9	4,3%	-119,2	-0,3%
1.1.5 COFINS		205.335,2	215.885,5	10.550,3	5,1%	1.035,2	0,5%
1.1.6 PIS/PASEP		60.201,3	61.982,5	1.781,1	3,0%	-1.001,8	-1,6%
1.1.7 CSLL	2	123.459,5	116.135,0	-7.324,5	-5,9%	-13.340,3	-10,2%
1.1.8 CPMF		0,0	0,0	0,0	-	0,0	-
1.1.9 CIDE Combustíveis		1.658,2	464,7	-1.193,5	-72,0%	-1.292,3	-73,6%
1.1.10 Outras Administradas pela RFB	3	21.722,5	30.054,5	8.332,0	38,4%	7.367,1	32,1%
1.2 - Incentivos Fiscais		*-52,8*	*-59,9*	*-7,1*	*13,4%*	*-5,4*	*9,8%*
1.3 - Arrecadação Líquida para o RGPS	4	*378.008,5*	*418.615,5*	*40.607,0*	*10,7%*	*23.627,0*	*5,9%*
1.4 - Receitas Não Administradas pela RFB		*310.925,2*	*243.719,5*	*-67.205,7*	*-21,6%*	*-81.509,6*	*-24,9%*
1.4.1 Concessões e Permissões	5	42.614,6	6.207,4	-36.407,1	-85,4%	-38.488,7	-86,0%
1.4.2 Dividendos e Participações	6	79.125,3	41.783,5	-37.341,8	-47,2%	-40.641,2	-49,1%
1.4.3 Contr. Plano de Seguridade Social do Servidor		12.020,4	11.927,7	-92,8	-0,8%	-652,6	-5,1%
1.4.4 Exploração de Recursos Naturais	7	99.182,7	81.618,2	-17.564,6	-17,7%	-22.270,5	-21,2%
1.4.5 Receitas Próprias e de Convênios		15.779,0	15.682,9	-96,1	-0,6%	-806,9	-4,8%
1.4.6 Contribuição do Salário Educação		19.051,4	21.550,4	2.499,0	13,1%	1.645,2	8,2%
1.4.7 Complemento para o FGTS (LC nº 110/01)		0,0	0,0	0,0	-	0,0	-
1.4.8 Demais Receitas	8	43.151,8	64.949,5	21.797,6	50,5%	19.705,0	43,2%
2. TRANSF. POR REPARTIÇÃO DE RECEITA		336.609,0	328.065,6	-8.543,4	-2,5%	-23.980,1	-6,7%
2.1 FPM / FPE / IPI-EE		*249.888,9*	*258.404,7*	*8.515,9*	*3,4%*	*-2.865,4*	*-1,1%*
2.2 Fundos Constitucionais		*6.909,1*	*8.402,3*	*1.493,2*	*21,6%*	*1.193,3*	*16,4%*
2.2.1 Repasse Total		17.471,3	16.698,0	-773,3	-4,4%	-1.626,3	-8,8%
2.2.2 Superávit dos Fundos		-10.562,2	-8.295,7	2.266,5	-21,5%	2.819,7	-25,1%
2.3 Contribuição do Salário Educação		*12.162,7*	*13.745,2*	*1.582,5*	*13,0%*	*1.031,2*	*8,0%*
2.4 Exploração de Recursos Naturais	9	*58.619,8*	*46.692,8*	*-11.927,0*	*-20,3%*	*-14.709,4*	*-23,8%*
2.5 CIDE - Combustíveis		*647,9*	*4,5*	*-643,4*	*-99,3%*	*-682,8*	*-99,3%*
2.6 Demais	10	*8.380,7*	*816,1*	*-7.564,6*	*-90,3%*	*-7.947,0*	*-90,6%*
3. RECEITA LÍQUIDA (1-2)		1.387.491,6	1.395.226,0	7.734,4	0,6%	-55.947,5	-3,8%
4. DESPESA TOTAL		1.353.669,4	1.488.602,1	134.932,7	10,0%	74.545,1	5,2%
4.1 Benefícios Previdenciários	11	*610.725,8*	*667.488,3*	*56.762,5*	*9,3%*	*29.762,2*	*4,6%*
4.2 Pessoal e Encargos Sociais		*246.086,9*	*253.227,7*	*7.140,8*	*2,9%*	*-4.115,6*	*-1,6%*
4.3 Outras Despesas Obrigatórias		*220.919,3*	*220.713,8*	*-205,5*	*-0,1%*	*-10.724,1*	*-4,6%*
4.3.1 Abono e Seguro Desemprego		53.977,8	60.864,8	6.887,0	12,8%	4.161,5	7,3%
4.3.2 Anistiados		119,3	124,7	5,4	4,5%	0,0	0,0%
4.3.3 Apoio Fin. EE/MM		1.520,0	6.883,8	5.363,8	352,9%	5.314,7	332,9%
4.3.4 Benefícios de Legislação Especial e Indenizações		519,5	559,5	40,0	7,7%	16,4	3,0%
4.3.5 Benefícios de Prestação Continuada da LOAS/RMV	12	59.035,5	67.890,6	8.855,1	15,0%	6.231,2	10,0%
4.3.6 Complemento para o FGTS (LC nº 110/01)		0,0	0,0	0,0	-	0,0	-
4.3.7 Créditos Extraordinários (exceto PAC)	13	27.751,7	1.442,3	-26.309,4	-94,8%	-27.927,9	-95,0%
4.3.8 Compensação ao RGPS pelas Desonerações da Folha		3.096,1	0,0	-3.096,1	-100,0%	-3.291,4	-100,0%
4.3.9 Fabricação de Cédulas e Moedas		641,2	787,6	146,4	22,8%	118,4	17,6%
4.3.10 Fundef/Fundeb - Complementação da União		24.450,3	28.264,0	3.813,6	15,6%	2.734,1	10,6%
4.3.11 Fundo Constitucional DF (Custeio e Capital)		1.718,2	2.731,2	1.013,0	59,0%	942,3	52,0%
4.3.12. Legislativo/Judiciário/MPU/DPU (Custeio e Capital)		9.897,6	11.322,5	1.424,9	14,4%	999,0	9,6%
4.3.13 Lei Kandir (LC nº 87/96 e 102/00) e LC nº 176 de 2020		2.990,9	2.990,2	-0,8	0,0%	-138,8	-4,4%
4.3.14 Sentenças Judiciais e Precatórios (Custeio e Capital)		15.879,2	18.963,6	3.084,4	19,4%	2.486,3	15,0%
4.3.15 Subsídios, Subvenções e Proagro		12.940,0	15.093,0	2.153,0	16,6%	1.524,2	11,1%
4.3.16 Transferências ANA		80,2	96,3	16,1	20,1%	12,9	15,4%
4.3.17 Transferências Multas ANEEL		1.137,5	1.279,8	142,3	12,5%	92,0	7,7%
4.3.18 Impacto Primário do FIES		205,9	1.420,1	1.214,1	589,6%	1.201,6	515,5%
4.3.19 Financiamento de Campanha Eleitoral		4.958,4	-	-4.958,4	-100,0%	-5.200,4	-100,0%
4.3.20 Demais		-	-	-	-	-	-
4.4 Despesas do Poder Executivo Sujeitas à Progr. Financeira		275.937,4	347.172,2	71.234,9	25,8%	59.622,6	20,5%
4.4.1 Obrigatórias com Controle de Fluxo	14	160.580,3	238.178,2	77.597,9	48,3%	70.937,2	41,8%
4.4.2 Discricionárias	15	115.357,0	108.994,0	-6.363,0	-5,5%	-11.314,6	-9,3%
5. PRIMÁRIO GOVERNO CENTRAL		33.822,2	-93.376,1	-127.198,3	-	-130.492,6	-

Nota 1 - Imposto de Renda (-R$ 3.794,5 milhões / -0,7%): esse resultado foi consequência da queda de arrecadação do IRPJ (-R$ 28,1 bilhões), parcialmente compensada pelo aumento do IRRF (+R$ 25,9 bilhões). No primeiro caso, os principais fatores que influenciaram o resultado negativo foram: i) decréscimos reais de 14,3% da estimativa mensal e de 34,0% na declaração de ajuste do IRPJ e da CSLL, relativa a fatos geradores ocorridos em 2022, compensados pelo acréscimo real de 5,7% do lucro presumido; e ii) recolhimentos atípicos da ordem de R$ 5,0 bilhões nos nove primeiros meses deste ano, frente à R$ 37,0 bilhões no mesmo período de 2022. Já a dinâmica do IRRF reflete o acréscimo nas rubricas Rendimentos do Capital (+R$ 15,3 bilhões) e Rendimentos de Residentes no Exterior (+R$ 5,5 bilhões).

Nota 2 - CSLL (-R$ 13.340,3 milhões / -10,2%): ver na Nota 1 a explicação para o Imposto de Renda.

Nota 3 - Outras Administradas pela RFB (+R$ 7.367,1 milhões / +32,1%): resultado é explicado, principalmente, pelos seguintes fatores: i) cobrança do imposto de exportação sobre as exportações de óleo bruto até 30 de junho de 2023, conforme Medida Provisória nº 1.163/202; ii) aumento real de 17,9% da arrecadação da Cide-Remessas ao Exterior; e iii) reclassificação das receitas de cota-parte do Adicional ao Frete para a Renovação da Marinha Mercante (AFRMM), que desde janeiro de 2023 passaram a integrar a linha de Outras Administradas pela RFB.

Nota 4 - Arrecadação Líquida para o RGPS (+R$ 23.627,0 milhões / +5,9%): explicado, principalmente, pelos seguintes fatores: i) a massa salarial habitual de dezembro de 2022 a agosto de 2023 apresentou acréscimo real de 8,8% em relação ao período de dezembro de 2021 a agosto de 2022; ii) o Novo Caged/MTE apresentou, até o mês de agosto de 2023, um saldo positivo de 1.388.062 empregos; e iii) aumento real de 6,6% na arrecadação do Simples Nacional previdenciário de janeiro a setembro de 2023 em relação ao mesmo período de 2022. Estes efeitos foram parcialmente compensados pelo crescimento das compensações tributárias com débitos de receita previdenciária no acumulado de janeiro a setembro de 2023 em relação ao mesmo período de 2022.

Nota 5 - Concessões e Permissões (-R$ 38.488,7 milhões / -86,0%): essa variação, em grande parte, é explicada pelos seguintes recebimentos no período de janeiro a setembro de 2022, sem correspondente em 2023: i) bônus de assinatura relativos a segunda rodada da cessão onerosa (Campos de Sépia e Atapu - Bacia de Santos) em fevereiro de 2022 (R$ 12,1 bilhões a preços de setembro de 2023); e ii) bônus de outorga dos novos contratos de concessão de geração de energia elétrica advindos da desestatização da Centrais Elétricas Brasileiras S/A (Eletrobras) em junho de 2022 (R$ 27,6 bilhões a preços de setembro 2023).

Nota 6 - Dividendos e Participações (-R$ 40.641,2 milhões / -49,1%): devido, em especial, aos menores recebimentos no acumulado de janeiro a setembro de 2023 de dividendos e juros sobre o capital próprio da Petrobras (-R$ 30,0 bilhões), BNDES (-R$ 9,1 bilhões) e CEF (-R$ 2,0 bilhões).

Nota 7 - Receitas de Exploração de Recursos Naturais (-R$ 22.270,5 milhões / -21,2%): explicado, principalmente, pela valorização do real frente ao dólar e pelas reduções do preço internacional do barril de petróleo e da produção dos três maiores campos pagadores de participação especial no período relevante para a análise comparativa (média dos nove primeiros meses de 2023 frente ao mesmo período de 2022, no caso de royalties, e média do 4º trimestre de 2022 e do 1º semestre de 2023 frente à média do 4º trimestre de 2021 e do 1º semestre de 2022, no caso da participação especial).

Nota 8 - Demais Receitas (+R$ 19.705,0 milhões / +43,2%): explicado, principalmente, pela entrada de recursos não sacados do PIS/PASEP (conforme previsto na Emenda Constitucional nº 126/2022), no montante de R$ 26,0 bilhões, em setembro de 2023, sem contrapartida em setembro de 2022.

Nota 9 - Transferências de Exploração de Recursos Naturais (-R$ 14.709,4 milhões / -23,8%): explicado pela queda da Receita de Exploração de Recursos Naturais no acumulado de janeiro a setembro de 2023 frente ao mesmo período de 2022 (ver Nota 7).

Nota 10 - Demais Transferências por Repartição de Receita (-R$ 7.947,0 milhões / -90,6%): variação explicada pelas transferências a Estados e Municípios em maio de 2022, no valor de R$ 8,0 bilhões (a valores de setembro de 2023), relativos aos recursos de bônus de assinatura decorrentes da segunda rodada da cessão onerosa (Campos de Sépia e Atapu – Bacia de Santos), sem correspondente em 2023.

Nota 11 - Benefícios Previdenciários (+R$ 29.762,2 milhões / +4,6%): explicado, principalmente, por: i) aumento do número de beneficiários do RGPS (+2,6%, média dezembro de 2022 a agosto de 2023 frente a dezembro de 2021 a agosto de 2022 – Fonte: Boletim Estatístico da Previdência Social); ii) diferencial entre o INPC (referência para reajuste do salário mínimo em 2022) e o IPCA (índice utilizado para calcular as despesas do Governo Central a valores de 2023), que impactou as despesas no comparativo interanual de janeiro; e iii) aumento real de 1,4% do salário mínimo em 2023, conforme Medida Provisória nº 1.143/2022, e posterior aumento previsto na Medida Provisória nº 1.172/2023.

Nota 12 - Benefícios de Prestação Continuada da LOAS/RMV (+R$ 6.231,2 milhões / +10,0%): explicação similar à da Nota 11 (Benefícios Previdenciários), apenas ponderando que neste caso o aumento do número de beneficiários foi de 9,8% (média dezembro de 2022 a agosto de 2023 frente a dezembro de 2021 a agosto de 2022).

Nota 13 - Créditos Extraordinários (exceto PAC) (-R$ 27.927,9 milhões / -95,0%): explicado pelos seguintes fatores: i) redução de despesas associadas às medidas de combate à covid-19 no comparativo de janeiro a setembro entre 2022 e 2023; e ii) em agosto e setembro de 2022 foram pagas despesas associadas à Emenda Constitucional nº 123/2022 (em especial para o pagamento do adicional de R$ 200,00 para o Programa Auxílio Brasil).

Nota 14 - Obrigatórias com Controle de Fluxo (+R$ 70.937,2 milhões / +41,8%): explicado, em especial, pelos aumentos reais nas execuções em Bolsa Família e Auxílio Brasil (+R$ 55,8 bilhões) e na função Saúde (+R$ 12,0 bilhões) entre os nove primeiros meses de 2022 e o mesmo período do ano corrente.

Nota 15 - Discricionárias (-R$ 11.314,6 milhões / -9,3%): variação explicada, em grande parte, por reduções em Demais (-R$ 14,6 bilhões) e na função Saúde (-R$ 5,2 bilhões), que foram parcialmente compensadas por aumentos, em especial, nas funções Transporte (+R$ 4,4 bilhões) e Educação (+R$ 3,3 bilhões). Destaque-se a despesa de R$ 25,1 bilhões em agosto de 2022 referente ao Encontro de Contas – Campo de Marte (CF 1988, ADCT, art. 107-A, § 6º), evento sem contrapartida em 2023.

Tabela 3.1. Resultado Primário do Governo Central - Brasil
R$ Milhões - Valores a preços correntes, exceto se indicado "real" (atualização pelo IPCA)

Discriminação	Setembro		Variação Nominal		Variação Real		Acumulado Jan-Set		Variação Nominal		Variação Real	
	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %
1. RECEITA TOTAL [1/]	**177.722,0**	**201.332,7**	**23.610,7**	**13,3%**	**14.395,3**	**7,7%**	**1.724.100,6**	**1.723.291,6**	**-809,0**	**0,0%**	**-79.927,6**	**-4,4%**
1.1 - Receita Administrada pela RFB	***103.227,8***	***107.553,7***	***4.325,9***	***4,2%***	***-1.026,7***	***-0,9%***	***1.035.219,7***	***1.061.016,5***	***25.796,8***	***2,5%***	***-22.039,6***	***-2,0%***
1.1.1 Imposto de Importação	5.334,8	4.673,1	-661,7	-12,4%	-938,3	-16,7%	43.934,6	40.603,2	-3.331,4	-7,6%	-5.414,6	-11,7%
1.1.2 IPI	5.421,4	5.527,8	106,4	2,0%	-174,7	-3,1%	45.769,7	42.529,1	-3.240,6	-7,1%	-5.479,3	-11,3%
1.1.2.1 IPI - Fumo	520,6	169,4	-351,1	-67,5%	-378,1	-69,1%	5.058,5	2.160,7	-2.897,8	-57,3%	-3.149,9	-58,9%
1.1.2.2 IPI - Bebidas	202,8	259,2	56,5	27,9%	46,0	21,6%	1.831,2	2.029,7	198,5	10,8%	108,6	5,6%
1.1.2.3 IPI - Automóveis	398,5	547,5	149,1	37,4%	128,4	30,6%	3.059,7	4.040,6	980,9	32,1%	847,1	26,2%
1.1.2.4 IPI - Vinculado a importação	2.119,1	1.919,9	-199,2	-9,4%	-309,0	-13,9%	18.122,2	16.726,6	-1.395,6	-7,7%	-2.288,0	-11,9%
1.1.2.5 IPI - Outros	2.180,5	2.631,7	451,2	20,7%	338,1	14,7%	17.698,1	17.571,6	-126,5	-0,7%	-997,1	-5,3%
1.1.3 Imposto de Renda	42.364,5	44.970,2	2.605,8	6,2%	409,0	0,9%	489.327,4	507.686,8	18.359,4	3,8%	-3.794,5	-0,7%
1.1.3.1 I.R. - Pessoa Física	4.597,0	4.617,2	20,2	0,4%	-218,1	-4,5%	45.864,2	46.283,7	419,4	0,9%	-1.589,9	-3,3%
1.1.3.2 I.R. - Pessoa Jurídica	13.812,5	11.723,5	-2.089,0	-15,1%	-2.805,2	-19,3%	222.998,9	205.383,3	-17.615,6	-7,9%	-28.123,1	-11,9%
1.1.3.3 I.R. - Retido na fonte	23.955,0	28.629,5	4.674,5	19,5%	3.432,4	13,6%	220.464,3	256.019,8	35.555,5	16,1%	25.918,6	11,1%
1.1.3.3.1 IRRF - Rendimentos do Trabalho	12.102,9	13.422,4	1.319,5	10,9%	691,9	5,4%	108.207,8	116.498,0	8.290,2	7,7%	3.308,6	2,9%
1.1.3.3.2 IRRF - Rendimentos do Capital	6.624,5	7.747,7	1.123,2	17,0%	779,7	11,2%	63.506,0	81.352,3	17.846,3	28,1%	15.303,1	22,9%
1.1.3.3.3 IRRF - Remessas ao Exterior	3.784,3	5.405,4	1.621,1	42,8%	1.424,9	35,8%	36.404,0	43.443,6	7.039,6	19,3%	5.467,6	14,2%
1.1.3.3.4 IRRF - Outros Rendimentos	1.443,3	2.054,0	610,7	42,3%	535,8	35,3%	12.346,5	14.726,0	2.379,5	19,3%	1.839,3	14,1%
1.1.4 IOF	5.058,9	5.523,7	464,7	9,2%	202,4	3,8%	43.811,3	45.675,2	1.863,9	4,3%	-119,2	-0,3%
1.1.5 Cofins	25.821,7	28.928,1	3.106,4	12,0%	1.767,4	6,5%	205.335,2	215.885,5	10.550,3	5,1%	1.035,2	0,5%
1.1.6 PIS/Pasep	6.973,5	7.836,3	862,8	12,4%	501,2	6,8%	60.201,3	61.982,5	1.781,1	3,0%	-1.001,8	-1,6%
1.1.7 CSLL	8.204,4	8.098,8	-105,6	-1,3%	-531,0	-6,2%	123.459,5	116.135,0	-7.324,5	-5,9%	-13.340,3	-10,2%
1.1.8 CPMF	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
1.1.9 CIDE Combustíveis	1,1	272,4	271,3	-	271,2	-	1.658,2	464,7	-1.193,5	-72,0%	-1.292,3	-73,6%
1.1.10 Outras Administradas pela RFB	4.047,4	1.723,2	-2.324,2	-57,4%	-2.534,1	-59,5%	21.722,5	30.054,5	8.332,0	38,4%	7.367,1	32,1%
1.2 - Incentivos Fiscais	***0,0***	***0,0***	***0,0***	***-***	***0,0***	***-***	***-52,8***	***-59,9***	***-7,1***	***13,4%***	***-5,4***	***9,8%***
1.3 - Arrecadação Líquida para o RGPS	***43.785,7***	***48.464,2***	***4.678,5***	***10,7%***	***2.408,1***	***5,2%***	***378.008,5***	***418.615,5***	***40.607,0***	***10,7%***	***23.627,0***	***5,9%***
1.3.1 Urbana	43.002,4	47.719,8	4.717,5	11,0%	2.487,7	5,5%	371.159,4	412.287,9	41.128,5	11,1%	24.464,8	6,2%
1.3.2 Rural	783,3	744,4	-39,0	-5,0%	-79,6	-9,7%	6.849,1	6.327,7	-521,4	-7,6%	-837,8	-11,6%
1.4 - Receitas Não Administradas pela RFB	***30.708,6***	***45.314,9***	***14.606,3***	***47,6%***	***13.013,9***	***40,3%***	***310.925,2***	***243.719,5***	***-67.205,7***	***-21,6%***	***-81.509,6***	***-24,9%***
1.4.1 Concessões e Permissões	716,3	141,9	-574,4	-80,2%	-611,6	-81,2%	42.614,6	6.207,4	-36.407,1	-85,4%	-38.488,7	-86,0%
1.4.2 Dividendos e Participações	13.546,9	4.020,4	-9.526,5	-70,3%	-10.228,9	-71,8%	79.125,3	41.783,5	-37.341,8	-47,2%	-40.641,2	-49,1%
1.4.2.1 Banco do Brasil	392,2	478,8	86,6	22,1%	66,3	16,1%	4.327,3	4.935,5	608,2	14,1%	421,6	9,3%
1.4.2.2 BNB	92,7	0,2	-92,5	-99,8%	-97,3	-99,8%	214,7	297,0	82,3	38,3%	73,1	32,4%
1.4.2.3 BNDES	0,0	0,0	0,0	-	0,0	-	18.878,6	10.425,1	-8.453,5	-44,8%	-9.114,1	-46,5%
1.4.2.4 Caixa	0,0	0,0	0,0	-	0,0	-	3.591,4	1.817,8	-1.773,6	-49,4%	-2.045,2	-52,8%
1.4.2.5 Correios	0,0	0,0	0,0	-	0,0	-	260,2	0,0	-260,2	-100,0%	-271,9	-100,0%
1.4.2.6 Eletrobrás	471,6	0,0	-471,6	-100,0%	-496,1	-100,0%	471,6	187,8	-283,8	-60,2%	-306,6	-61,8%
1.4.2.7 IRB	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
1.4.2.8 Petrobras	12.590,4	3.541,4	-9.049,0	-71,9%	-9.701,8	-73,3%	50.143,7	22.286,2	-27.857,4	-55,6%	-29.951,3	-57,1%

Discriminação	Setembro		Variação Nominal		Variação Real		Acumulado Jan-Set		Variação Nominal		Variação Real	
	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %
1.4.2.9 Demais	0,0	0,0	-0,0	-100,0%	-0,0	-100,0%	1.237,7	1.833,9	596,3	48,2%	553,3	42,7%
1.4.3 Contr. Plano de Seguridade Social do Servidor	1.454,9	1.364,6	-90,3	-6,2%	-165,8	-10,8%	12.020,4	11.927,7	-92,8	-0,8%	-652,6	-5,1%
1.4.4 Receitas de Exploração de Recursos Naturais	6.898,8	6.209,2	-689,6	-10,0%	-1.047,3	-14,4%	99.182,7	81.618,2	-17.564,6	-17,7%	-22.270,5	-21,2%
1.4.5 Receitas Próprias (fontes 50, 81 e 82)	1.787,5	1.737,3	-50,2	-2,8%	-142,8	-7,6%	15.779,0	15.682,9	-96,1	-0,6%	-806,9	-4,8%
1.4.6 Contribuição do Salário Educação	2.177,6	2.437,5	259,9	11,9%	146,9	6,4%	19.051,4	21.550,4	2.499,0	13,1%	1.645,2	8,2%
1.4.7 Complemento para o FGTS (LC nº 110/01)	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
1.4.8 Demais Receitas	4.126,6	29.404,0	25.277,4	612,5%	25.063,5	577,4%	43.151,8	64.949,5	21.797,6	50,5%	19.705,0	43,2%
d/q Operações com Ativos	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
2. TRANSF. POR REPARTIÇÃO DE RECEITA [2/]	**31.479,1**	**31.115,1**	**-364,0**	**-1,2%**	**-1.996,3**	**-6,0%**	**336.609,0**	**328.065,6**	**-8.543,4**	**-2,5%**	**-23.980,1**	**-6,7%**
2.1 FPM / FPE / IPI-EE	***23.684,4***	***23.573,4***	***-111,0***	***-0,5%***	***-1.339,1***	***-5,4%***	***249.888,9***	***258.404,7***	***8.515,9***	***3,4%***	***-2.865,4***	***-1,1%***
2.2 Fundos Constitucionais	***1.530,1***	***1.138,0***	***-392,1***	***-25,6%***	***-471,4***	***-29,3%***	***6.909,1***	***8.402,3***	***1.493,2***	***21,6%***	***1.193,3***	***16,4%***
2.2.1 Repasse Total	1.496,4	1.443,4	-52,9	-3,5%	-130,5	-8,3%	17.471,3	16.698,0	-773,3	-4,4%	-1.626,3	-8,8%
2.2.2 Superávit dos Fundos	33,7	-305,4	-339,2	-	-340,9	-	-10.562,2	-8.295,7	2.266,5	-21,5%	2.819,7	-25,1%
2.3 Contribuição do Salário Educação	***1.314,6***	***1.431,6***	***117,0***	***8,9%***	***48,8***	***3,5%***	***12.162,7***	***13.745,2***	***1.582,5***	***13,0%***	***1.031,2***	***8,0%***
2.4 Exploração de Recursos Naturais	***4.750,1***	***4.706,5***	***-43,7***	***-0,9%***	***-290,0***	***-5,8%***	***58.619,8***	***46.692,8***	***-11.927,0***	***-20,3%***	***-14.709,4***	***-23,8%***
2.5 CIDE - Combustíveis	***0,0***	***0,0***	***0,0***	***-***	***0,0***	***-***	***647,9***	***4,5***	***-643,4***	***-99,3%***	***-682,8***	***-99,3%***
2.6 Demais	***199,8***	***265,6***	***65,8***	***32,9%***	***55,4***	***26,4%***	***8.380,7***	***816,1***	***-7.564,6***	***-90,3%***	***-7.947,0***	***-90,6%***
3. RECEITA LÍQUIDA (1-2)	**146.242,9**	**170.217,6**	**23.974,7**	**16,4%**	**16.391,6**	**10,7%**	**1.387.491,6**	**1.395.226,0**	**7.734,4**	**0,6%**	**-55.947,5**	**-3,8%**
4. DESPESA TOTAL [2/]	**135.306,6**	**158.669,6**	**23.363,0**	**17,3%**	**16.347,0**	**11,5%**	**1.353.669,4**	**1.488.602,1**	**134.932,7**	**10,0%**	**74.545,1**	**5,2%**
4.1 Benefícios Previdenciários	***61.764,7***	***69.552,8***	***7.788,1***	***12,6%***	***4.585,4***	***7,1%***	***610.725,8***	***667.488,3***	***56.762,5***	***9,3%***	***29.762,2***	***4,6%***
Benefícios Previdenciários - Urbano [3/]	49.170,8	55.403,3	6.232,5	12,7%	3.682,9	7,1%	485.189,3	529.749,1	44.559,8	9,2%	23.133,3	4,5%
Sentenças Judiciais e Precatórios	1.333,0	1.641,1	308,1	23,1%	238,9	17,0%	18.709,9	18.089,0	-620,8	-3,3%	-1.439,6	-7,3%
Benefícios Previdenciários - Rural [3/]	12.593,9	14.149,5	1.555,6	12,4%	902,6	6,8%	125.536,5	137.739,2	12.202,7	9,7%	6.628,9	5,0%
Sentenças Judiciais e Precatórios	346,5	423,5	77,0	22,2%	59,0	16,2%	4.873,5	5.075,8	202,3	4,2%	-9,7	-0,2%
4.2 Pessoal e Encargos Sociais	***25.533,8***	***27.459,0***	***1.925,2***	***7,5%***	***601,2***	***2,2%***	***246.086,9***	***253.227,7***	***7.140,8***	***2,9%***	***-4.115,6***	***-1,6%***
d/q Sentenças Judiciais e Precatórios	472,7	517,5	44,8	9,5%	20,3	4,1%	10.094,1	6.324,1	-3.770,0	-37,3%	-4.233,7	-40,0%
4.3 Outras Despesas Obrigatórias	***21.984,8***	***20.545,8***	***-1.439,0***	***-6,5%***	***-2.579,0***	***-11,2%***	***220.919,3***	***220.713,8***	***-205,5***	***-0,1%***	***-10.724,1***	***-4,6%***
4.3.1 Abono e Seguro Desemprego	2.959,1	3.687,9	728,8	24,6%	575,3	18,5%	53.977,8	60.864,8	6.887,0	12,8%	4.161,5	7,3%
Abono	150,0	21,0	-129,0	-86,0%	-136,8	-86,7%	23.009,7	24.835,0	1.825,3	7,9%	461,0	1,9%
Seguro Desemprego	2.809,1	3.666,9	857,8	30,5%	712,1	24,1%	30.968,1	36.029,8	5.061,8	16,3%	3.700,5	11,3%
d/q Seguro Defeso	148,0	152,3	4,2	2,9%	-3,4	-2,2%	3.139,9	3.185,5	45,6	1,5%	-113,4	-3,4%
4.3.2 Anistiados	12,4	13,2	0,8	6,3%	0,1	1,1%	119,3	124,7	5,4	4,5%	-0,0	0,0%
4.3.3 Apoio Fin. EE/MM	760,0	869,8	109,8	14,5%	70,4	8,8%	1.520,0	6.883,8	5.363,8	352,9%	5.314,7	332,9%
4.3.4 Benefícios de Legislação Especial e Indenizações	56,1	68,6	12,5	22,2%	9,5	16,2%	519,5	559,5	40,0	7,7%	16,4	3,0%
4.3.5 Benefícios de Prestação Continuada da LOAS/RMV	6.828,3	8.128,9	1.300,6	19,0%	946,6	13,2%	59.035,5	67.890,6	8.855,1	15,0%	6.231,2	10,0%
d/q Sentenças Judiciais e Precatórios	205,5	357,8	152,2	74,1%	141,6	65,5%	1.663,5	2.270,3	606,8	36,5%	537,9	30,7%
4.3.6 Complemento para o FGTS (LC nº 110/01)	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
4.3.7 Créditos Extraordinários (exceto PAC)	6.293,1	190,7	-6.102,4	-97,0%	-6.428,7	-97,1%	27.751,7	1.442,3	-26.309,4	-94,8%	-27.927,9	-95,0%
4.3.8 Compensação ao RGPS pelas Desonerações da Folha	0,0	0,0	0,0	-	0,0	-	3.096,1	0,0	-3.096,1	-100,0%	-3.291,4	-100,0%
4.3.9 Fabricação de Cédulas e Moedas	102,2	129,1	26,8	26,2%	21,5	20,0%	641,2	787,6	146,4	22,8%	118,4	17,6%
4.3.10 FUNDEB (Complem. União)	2.810,4	3.074,6	264,2	9,4%	118,5	4,0%	24.450,3	28.264,0	3.813,6	15,6%	2.734,1	10,6%
4.3.11 Fundo Constitucional DF (Custeio e Capital)	193,1	375,5	182,5	94,5%	172,5	84,9%	1.718,2	2.731,2	1.013,0	59,0%	942,3	52,0%

Discriminação	Setembro		Variação Nominal		Variação Real		Acumulado Jan-Set		Variação Nominal		Variação Real	
	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %
4.3.12 Legislativo/Judiciário/MPU/DPU (Custeio e Capital)	1.244,6	1.482,7	238,1	19,1%	173,6	13,3%	9.897,6	11.322,5	1.424,9	14,4%	999,0	9,6%
4.3.13 Lei Kandir (LC nº 87/96 e 102/00) e LC nº 176 de 2020	332,3	332,3	-0,1	0,0%	-17,3	-5,0%	2.990,9	2.990,2	-0,8	0,0%	-138,8	-4,4%
4.3.14 Sentenças Judiciais e Precatórios (Custeio e Capital)	173,8	325,6	151,8	87,3%	142,7	78,1%	15.879,2	18.963,6	3.084,4	19,4%	2.486,3	15,0%
4.3.15 Subsídios, Subvenções e Proagro	-60,8	1.567,8	1.628,5	-	1.631,7	-	12.940,0	15.093,0	2.153,0	16,6%	1.524,2	11,1%
Operações Oficiais de Crédito e Reordenamento de Passivos	869,5	990,1	120,6	13,9%	75,5	8,3%	12.346,9	12.328,2	-18,8	-0,2%	-610,6	-4,7%
Equalização de custeio agropecuário	276,7	93,2	-183,5	-66,3%	-197,9	-68,0%	1.623,9	1.315,3	-308,6	-19,0%	-384,4	-22,4%
Equalização de invest. rural e agroindustrial [4/]	109,9	139,6	29,7	27,0%	24,0	20,7%	4.092,8	3.043,4	-1.049,5	-25,6%	-1.264,4	-29,1%
Política de preços agrícolas	12,8	49,1	36,3	283,9%	35,6	265,0%	77,9	62,4	-15,6	-20,0%	-19,9	-24,2%
Equalização Empréstimo do Governo Federal	1,2	0,3	-0,9	-71,9%	-1,0	-73,3%	15,8	3,7	-12,1	-76,4%	-12,9	-77,3%
Equalização Aquisições do Governo Federal	11,5	48,7	37,2	322,2%	36,6	301,4%	62,1	58,6	-3,5	-5,6%	-7,0	-10,7%
Garantia à Sustentação de Preços	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Pronaf	426,3	352,4	-74,0	-17,4%	-96,1	-21,4%	4.597,8	4.787,0	189,2	4,1%	-22,9	-0,5%
Equalização Empréstimo do Governo Federal	419,2	356,4	-62,8	-15,0%	-84,5	-19,2%	4.638,6	4.767,0	128,4	2,8%	-85,9	-1,7%
Concessão de Financiamento [5/]	7,2	-4,0	-11,2	-	-11,6	-	-40,8	20,1	60,9	-	63,0	-
Aquisição	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Proex	79,1	55,2	-23,9	-30,2%	-28,0	-33,7%	412,0	331,6	-80,4	-19,5%	-105,3	-23,9%
Equalização Empréstimo do Governo Federal	25,3	46,1	20,8	82,4%	19,5	73,4%	244,0	362,9	118,9	48,7%	108,1	41,9%
Concessão de Financiamento [5/]	53,8	9,1	-44,8	-83,1%	-47,5	-84,0%	168,0	-31,3	-199,3	-	-213,5	-
Programa especial de saneamento de ativos (PESA) [6/]	1,8	0,3	-1,5	-83,2%	-1,6	-84,0%	272,0	533,0	261,0	95,9%	253,5	88,1%
Álcool	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Cacau	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Programa de subsídio à habitação de interesse social (PSH)	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Securitização da dívida agrícola (LEI 9.138/1995)	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Fundo da terra/ INCRA [5/]	-6,8	32,6	39,4	-	39,8	-	115,9	319,1	203,1	175,3%	199,5	165,1%
Funcafé	0,0	0,0	0,0	-	0,0	-	0,5	0,0	-0,5	-100,0%	-0,5	-100,0%
Revitaliza	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Programa de Sustentação ao Investimento - PSI	0,1	82,7	82,5	-	82,5	-	667,5	487,0	-180,5	-27,0%	-213,7	-30,1%
Operações de Microcredito Produtivo Orientado (EQMPO)	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Operações de crédito dest. a Pessoas com deficiência (EQPCD)	0,5	0,7	0,2	47,1%	0,2	39,9%	7,4	9,8	2,5	33,6%	2,2	27,5%
Fundo Nacional de desenvolvimento (FND) [5/]	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Fundo Setorial Audiovisual (FSA)	0,0	200,0	200,0	-	200,0	-	397,6	1.557,7	1.160,1	291,8%	1.151,4	277,3%
Capitalização à Emgea	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Subv. Parcial à Remun. por Cessão de Energia Elétrica de Itaipu	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Subvenções Econômicas	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Equalização dos Fundos FDA/FDNE/FDCO	0,0	0,6	0,6	-	0,6	-	26,3	24,7	-1,6	-6,1%	-3,0	-10,7%
Sudene	0,0	0,0	0,0	-	0,0	-	95,5	0,0	-95,5	-100,0%	-99,8	-100,0%
Receitas de Recuperação de Subvenções [8/]	-31,0	-16,1	14,9	-48,0%	16,5	-50,6%	-40,3	-142,9	-102,6	254,5%	-103,2	241,5%
Proagro	250,0	680,0	430,0	172,0%	417,0	158,6%	3.718,0	5.190,8	1.472,9	39,6%	1.300,5	33,1%
PNAFE	0,0	1,8	1,8	-	1,8	-	112,0	41,3	-70,7	-63,1%	-76,5	-64,8%
Demais Subsídios e Subvenções	-1.180,2	-104,1	1.076,1	-91,2%	1.137,3	-91,6%	-3.237,0	-2.467,3	769,6	-23,8%	910,8	-26,7%
4.3.16 Transferências ANA	12,8	15,8	3,0	23,6%	2,4	17,5%	80,2	96,3	16,1	20,1%	12,9	15,4%

Discriminação	Setembro		Variação Nominal		Variação Real		Acumulado Jan-Set		Variação Nominal		Variação Real	
	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %
4.3.17 Transferências Multas ANEEL	128,3	123,2	-5,0	-3,9%	-11,7	-8,7%	1.137,5	1.279,8	142,3	12,5%	92,0	7,7%
4.3.18 Impacto Primário do FIES	135,8	160,1	24,3	17,9%	17,2	12,1%	205,9	1.420,1	1.214,1	589,6%	1.201,6	515,5%
4.3.19 Financiamento de Campanha Eleitoral	3,1	0,0	-3,1	-100,0%	-3,3	-100,0%	4.958,4	0,0	-4.958,4	-100,0%	-5.200,4	-100,0%
4.3.20 Demais	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Auxílio CDE	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Convênios	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Doações	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
FDA/FDNE	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Reserva de Contingência	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
Ressarc. Est/Mun. Comb. Fósseis	0,0	0,0	0,0	-	0,0	-	0,0	0,0	0,0	-	0,0	-
4.4 Despesas do Poder Executivo Sujeitas à Programação Financeira	***26.023,3***	***41.112,0***	***15.088,7***	***58,0%***	***13.739,3***	***50,2%***	***275.937,4***	***347.172,2***	***71.234,9***	***25,8%***	***59.622,6***	***20,5%***
4.4.1 Obrigatórias com Controle de Fluxo	17.150,5	27.992,9	10.842,4	63,2%	9.953,1	55,2%	160.580,3	238.178,2	77.597,9	48,3%	70.937,2	41,8%
4.4.1.1 Benefícios a servidores públicos	1.193,2	1.295,0	101,8	8,5%	39,9	3,2%	10.575,3	11.521,2	945,9	8,9%	471,3	4,2%
4.4.1.2 Bolsa Família e Auxílio Brasil	6.939,2	13.954,7	7.015,5	101,1%	6.655,7	91,2%	65.890,3	124.210,0	58.319,8	88,5%	55.847,1	80,2%
4.4.1.3 Saúde	8.176,1	11.452,7	3.276,6	40,1%	2.852,6	33,2%	76.897,2	92.260,5	15.363,3	20,0%	11.952,2	14,7%
4.4.1.4 Educação	418,7	740,7	321,9	76,9%	300,2	68,2%	4.206,1	5.868,6	1.662,6	39,5%	1.485,5	33,6%
4.4.1.5 Demais	423,4	550,0	126,7	29,9%	104,7	23,5%	3.011,5	4.317,8	1.306,3	43,4%	1.181,1	37,3%
4.4.2 Discricionárias	8.872,8	13.119,1	4.246,3	47,9%	3.786,2	40,6%	115.357,0	108.994,0	-6.363,0	-5,5%	-11.314,6	-9,3%
4.4.2.1 Saúde	1.144,9	3.627,1	2.482,2	216,8%	2.422,8	201,2%	27.613,3	23.549,4	-4.063,8	-14,7%	-5.205,3	-18,0%
4.4.2.2 Educação	1.669,0	2.186,8	517,8	31,0%	431,3	24,6%	13.901,5	17.832,4	3.930,9	28,3%	3.350,0	22,9%
4.4.2.3 Defesa	1.293,1	997,7	-295,4	-22,8%	-362,4	-26,6%	7.905,0	7.651,1	-253,9	-3,2%	-596,2	-7,2%
4.4.2.4 Transporte	729,9	1.404,9	675,0	92,5%	637,2	83,0%	5.627,2	10.259,3	4.632,1	82,3%	4.410,3	74,4%
4.4.2.5 Administração	801,9	658,5	-143,4	-17,9%	-185,0	-21,9%	4.849,9	5.487,2	637,3	13,1%	435,9	8,5%
4.4.2.6 Ciência e Tecnologia	303,9	352,4	48,5	16,0%	32,8	10,2%	3.729,5	3.823,4	93,9	2,5%	-75,2	-1,9%
4.4.2.7 Segurança Pública	334,8	201,4	-133,4	-39,8%	-150,7	-42,8%	2.568,8	2.520,2	-48,5	-1,9%	-163,1	-6,0%
4.4.2.8 Assistência Social	276,4	467,6	191,3	69,2%	177,0	60,9%	4.452,4	5.718,9	1.266,5	28,4%	1.080,8	23,1%
4.4.2.9 Demais	2.319,1	3.222,8	903,7	39,0%	783,4	32,1%	44.709,6	32.152,1	-12.557,5	-28,1%	-14.551,7	-31,0%
5. RESULT PRIMÁRIO GOV CENTRAL - ACIMA DA LINHA (3 - 4)	**10.936,3**	**11.548,0**	**611,7**	**5,6%**	**44,6**	**0,4%**	**33.822,2**	**-93.376,1**	**-127.198,3**	**-**	**-130.492,6**	**-**
6. AJUSTES METODOLÓGICOS	**-229,7**						**1.137,5**					
6.1 AJUSTE METODOLÓGICO ITAIPU [9/]	**0,0**						**0,0**					
6.2 AJUSTE METODOLÓGICO CAIXA - COMPETÊNCIA [10/]	**-229,7**						**1.137,5**					
7. DISCREPÂNCIA ESTATÍSTICA	**406,4**						**108,6**					
8. RESULT PRIMÁRIO DO GOV CENTRAL - ABAIXO DA LINHA (5 + 6 + 7)	**11.113,0**						**35.068,3**					
9. JUROS NOMINAIS [11/]	**-63.758,8**						**-377.107,3**					
10. RESULTADO NOMINAL DO GOVERNO CENTRAL (8 + 9) [12/]	**-52.645,8**						**-342.039,0**					

Memorando												
Arrecadação Líquida para o RGPS	***43.785,7***	***48.464,2***	***4.678,5***	***10,7%***	***2.408,1***	***5,2%***	***378.008,5***	***418.615,5***	***40.607,0***	***10,7%***	***19.472,2***	***10,2%***
Arrecadação Ordinária	43.785,7	48.464,2	4.678,5	10,7%	2.408,1	5,2%	374.912,4	418.615,5	43.703,1	11,7%	22.763,6	11,0%
Ressarcimento pela Desoneração da Folha	0,0	0,0	0,0	-	0,0	-	3.096,1	0,0	-3.096,1	-100,0%	-3.291,4	-94,1%

Discriminação	Setembro		Variação Nominal		Variação Real		Acumulado Jan-Set		Variação Nominal		Variação Real	
	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %
Custeio Administrativo	4.915,2	4.592,4	-322,8	-6,6%	-577,7	-11,2%	35.771,5	39.685,1	3.913,6	10,9%	2.007,8	10,4%
Investimento	***2.828,9***	***4.977,8***	***2.148,9***	***76,0%***	***2.002,2***	***67,3%***	***29.566,7***	***42.014,3***	***12.447,6***	***42,1%***	***10.929,7***	***40,0%***
PAC 13/	n.d.	n.d.	n.d.	n.d.	n.d.	n.d.	n.d.	n.d.	n.d.	n.d.	n.d.	n.d.
Minha Casa Minha Vida	2,8	502,8	500,1	-	499,9	-	522,1	5.190,0	4.667,9	894,1%	4.643,6	854,4%

Obs.: Dados sujeitos à alteração.

1/ Apurado pelo conceito de caixa, que corresponde ao ingresso efetivo na Conta Única.

2/ Apurado pelo conceito de "pagamento efetivo", que corresponde ao valor do saque efetuado na Conta Única. A partir de 01/03/2012, inclui recursos de complementação do FGTS e despesas realizadas com recursos dessa contribuição (conforme previsto na Portaria STN nº 278, de 19/04/2012).

3/ Fonte: Ministério da Previdência Social. A Apuração do resultado do RGPS por clientela urbana e rural é realizada pelo Min. da Previdência Social segundo metodologia própria.

4/ Inclui retornos derivados de decisões judiciais relativas aos programas "Unificados Rurais" e "Unificados Industriais".

5/ Concessão de empréstimos menos retornos.

6/ Inclui "despesas" decorrentes da baixa de ativos associada a inscrição em Dívida Ativa da União.

7/ Operações de crédito direcionadas exclusivamente para a aquisição de bens e serviços de tecnologia assistiva destinados a pessoas com deficiência, nos termos da Lei nº 12.613/2012. Concessão de empréstimos menos retornos.

8/ Receitas referentes à devolução de diferencial de encargo, à atualização de devolução de equalização e de recuperação de despesas de exercícios anteriores.

9/ Recursos transitórios referentes à amortização de contratos de Itaipu com o Tesouro Nacional.

10/ Sistemática de registros nas estatísticas fiscais dos subsídios e subvenções estabelecida em conformidade com os Acórdãos nº 825/2015 e nº 3.297/2015 do TCU. Nesta nova sistemática, o BCB passou a incorporar mensalmente os efeitos fiscais desses eventos segundo o critério de competência na apuração abaixo da linha, enquanto que a STN registra semestralmente impactos quando dos pagamentos dos saldos apurados pelas instituições financeiras operadoras dos programas.

11/ Apurado pelo critério "abaixo-da-linha". Fonte: Banco Central do Brasil.

12/ Apurado pelo critério "abaixo-da-linha". Não considera desvalorização cambial. Fonte: Banco Central do Brasil.

13/ A partir da LDO de 2020, as ações relativas ao Programa de Aceleração do Crescimento deixaram de apresentar o identificador de Resultado Primário "discricionária abrangida pelo Programa de Aceleração do Crescimento - PAC (RP 3)".

Tabela 3.2. Transferências e despesas primárias - critério "valor pago" e apuração do Teto dos Gastos (EC 95/2016) - Brasil
R$ Milhões - Valores a preços correntes, exceto se indicado "real" (atualização pelo IPCA)

Discriminação	Setembro		Variação Nominal		Variação Real		Acumulado Jan-Set		Variação Nominal		Variação Real	
	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %
1. TRANSF. POR REPARTIÇÃO DE RECEITA	**31.348,6**	**31.868,3**	**519,7**	**1,7%**	**-1.105,8**	**-3,4%**	**336.377,7**	**327.361,0**	**-9.016,6**	**-2,7%**	**-24.417,3**	**-6,9%**
1.1 FPM / FPE / IPI-EE	23.684,4	23.573,4	-111,0	-0,5%	-1.339,1	-5,4%	249.888,9	258.404,7	8.515,9	3,4%	-2.865,4	-1,1%
1.2 Fundos Constitucionais	1.530,1	1.138,0	-392,1	-25,6%	-471,4	-29,3%	6.816,2	8.402,3	1.586,1	23,3%	1.315,2	18,4%
1.2.1 Repasse Total	1.496,4	1.443,4	-52,9	-3,5%	-130,5	-8,3%	17.378,4	16.698,0	-680,4	-3,9%	-1.504,5	-8,2%
1.2.2 Superávit dos Fundos	33,7	-305,4	-339,2	-	-340,9	-	-10.562,2	-8.295,7	2.266,5	-21,5%	2.819,7	-25,1%
1.3 Contribuição do Salário Educação	1.314,6	1.431,6	117,0	8,9%	48,8	3,5%	12.162,7	13.745,2	1.582,5	13,0%	1.031,2	8,0%
1.4 Transferências de Exploração de Recursos Naturais (Compensações Financeiras)	4.619,7	5.459,7	840,1	18,2%	600,5	12,4%	58.481,3	45.988,2	-12.493,1	-21,4%	-15.268,5	-24,7%
1.5 CIDE - Combustíveis	-	-	-	-	-	-	647,9	4,5	-643,4	-99,3%	-682,8	-99,3%
1.6 Demais	199,8	265,6	65,8	32,9%	55,4	26,4%	8.380,7	816,1	-7.564,6	-90,3%	-7.947,0	-90,6%
1.6.1 Concessão de Recursos Florestais	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
1.6.2 Concurso de Prognóstico	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
1.6.3 IOF Ouro	6,0	3,5	-2,6	-42,2%	-2,9	-45,1%	56,5	40,9	-15,6	-27,6%	-18,4	-30,7%
1.6.4 ITR	193,8	262,1	68,3	35,3%	58,3	28,6%	551,6	654,7	103,1	18,7%	76,0	13,0%
1.6.5 Taxa de ocupação, foro e laudêmio	-	-	-	-	-	-	108,5	120,5	12,0	11,1%	3,3	2,8%
1.6.6 Outras 1/	-	-	-	-	-	-	7.664,1	0,0	-7.664,1	-100,0%	-8.008,0	-100,0%
2. DESPESA TOTAL	**134.476,6**	**158.496,7**	**24.020,1**	**17,9%**	**17.047,1**	**12,1%**	**1.350.323,4**	**1.487.175,9**	**136.852,5**	**10,1%**	**76.635,1**	**5,4%**
2.1 Benefícios Previdenciários	**61.722,4**	**69.551,3**	**7.828,9**	**12,7%**	**4.628,4**	**7,1%**	**610.568,4**	**667.489,1**	**56.920,7**	**9,3%**	**29.927,8**	**4,6%**
2.2 Pessoal e Encargos Sociais	**25.516,8**	**27.412,5**	**1.895,7**	**7,4%**	**572,6**	**2,1%**	**245.017,0**	**252.543,7**	**7.526,7**	**3,1%**	**-3.669,4**	**-1,4%**
2.2.1 Ativo Civil	10.672,5	11.767,9	1.095,4	10,3%	542,0	4,8%	100.761,0	107.662,3	6.901,3	6,8%	2.283,5	2,1%
2.2.2 Ativo Militar	2.716,4	2.721,6	5,2	0,2%	-135,6	-4,7%	24.881,2	25.118,8	237,6	1,0%	-897,9	-3,4%
2.2.3 Aposentadorias e pensões civis	7.012,8	7.614,2	601,4	8,6%	237,7	3,2%	66.640,9	69.347,7	2.706,8	4,1%	-335,0	-0,5%
2.2.4 Reformas e pensões militares	4.651,8	4.803,9	152,1	3,3%	-89,1	-1,8%	42.662,4	44.310,2	1.647,8	3,9%	-289,4	-0,6%
2.2.5 Sentenças e Precatórios	463,3	504,9	41,6	9,0%	17,6	3,6%	10.071,5	6.104,7	-3.966,7	-39,4%	-4.430,6	-41,9%
2.3 Outras Despesas Obrigatórias	**21.258,6**	**20.538,7**	**-719,8**	**-3,4%**	**-1.822,2**	**-8,1%**	**219.574,5**	**220.709,6**	**1.135,2**	**0,5%**	**-9.315,6**	**-4,0%**
2.3.1 Abono e seguro desemprego	2.959,1	3.687,9	728,8	24,6%	575,3	18,5%	53.977,8	60.864,8	6.887,0	12,8%	4.161,5	7,3%
2.3.2 Anistiados	12,4	13,1	0,7	5,7%	0,1	0,5%	119,6	124,9	5,3	4,4%	-0,1	-0,1%
2.3.3 Apoio Fin. Municípios / Estados	36,2	869,8	833,6	-	831,8	-	173,3	6.886,6	6.713,4	-	6.732,3	-
2.3.4 Benefícios de Legislação Especial e Indenizações	56,3	68,2	11,9	21,1%	9,0	15,1%	521,0	559,9	38,9	7,5%	15,3	2,8%
2.3.5 Benefícios de Prestação Continuada da LOAS/RMV	6.827,9	8.129,7	1.301,8	19,1%	947,8	13,2%	59.036,3	67.891,3	8.855,1	15,0%	6.231,2	10,0%
2.3.5.1 Benefícios de Prestação Continuada da LOAS/RMV - Benefícios	6.622,3	7.771,9	1.149,6	17,4%	806,2	11,6%	57.372,8	65.621,1	8.248,3	14,4%	5.693,3	9,4%
2.3.5.2 Benefícios de Prestação Continuada da LOAS/RMV - Sentenças e Precatórios	205,5	357,8	152,2	74,1%	141,6	65,5%	1.663,5	2.270,2	606,7	36,5%	537,9	30,7%
2.3.6 Complemento do FGTS (LC nº 110/01)	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
2.3.7 Créditos Extraordinários (exceto PAC)	6.282,1	182,6	-6.099,5	-97,1%	-6.425,2	-97,2%	27.727,3	1.416,2	-26.311,1	-94,9%	-27.928,6	-95,1%
2.3.8 Compensação ao RGPS pelas Desonerações da Folha	-	-	-	-	-	-	3.096,1	0,0	-3.096,1	-100,0%	-3.291,4	-100,0%
2.3.9 Fabricação de Cédulas e Moedas	102,2	129,1	26,8	26,2%	21,5	20,0%	641,2	787,6	146,4	22,8%	118,4	17,6%
2.3.10 FUNDEB (Complem. União)	2.810,4	3.074,6	264,2	9,4%	118,5	4,0%	24.450,3	28.264,0	3.813,6	15,6%	2.734,1	10,6%
2.3.11 Fundo Constitucional DF	192,9	375,3	182,3	94,5%	172,3	84,9%	1.718,2	2.731,5	1.013,3	59,0%	942,6	52,0%
2.3.12 Legislativo, Judiciário, MPU e DPU	1.229,7	1.452,2	222,5	18,1%	158,7	12,3%	9.799,6	11.124,9	1.325,3	13,5%	902,7	8,7%
2.3.13 Lei Kandir (LC nº 87/96 e 102/00) e LC nº 176 de 2020	332,3	332,3	-0,1	0,0%	-17,3	-5,0%	2.990,9	2.990,2	-0,8	0,0%	-138,8	-4,4%
2.3.14 Sentenças Judiciais e Precatórios - OCC	197,6	357,1	159,5	80,7%	149,2	71,8%	16.000,7	19.178,6	3.177,9	19,9%	2.575,5	15,4%
2.3.15 Subsídios, Subvenções e Proagro	-60,8	1.567,8	1.628,5	-	1.631,7	-	12.940,0	15.093,0	2.153,0	16,6%	1.524,2	11,1%
2.3.15.1 Equalização de custeio agropecuário	276,7	93,2	-183,5	-66,3%	-197,9	-68,0%	1.623,9	1.315,3	-308,6	-19,0%	-384,4	-22,4%
2.3.15.2 Equalização de invest. rural e agroindustrial	109,9	139,6	29,7	27,0%	24,0	20,7%	4.092,8	3.043,4	-1.049,5	-25,6%	-1.264,4	-29,1%
2.3.15.3 Equalização Empréstimo do Governo Federal	1,2	0,3	-0,9	-71,9%	-1,0	-73,3%	15,8	3,7	-12,1	-76,4%	-12,9	-77,3%
2.3.15.4 Equalização Aquisições do Governo Federal	11,5	42,3	30,7	266,4%	30,1	248,3%	62,1	42,3	-19,8	-31,9%	-23,5	-35,7%
2.3.15.5 Garantia à Sustentação de Preços	-	2,9	2,9	-	2,9	-	0,0	5,0	5,0	-	5,0	-

Discriminação	Setembro		Variação Nominal		Variação Real		Acumulado Jan-Set		Variação Nominal		Variação Real	
	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %
2.3.15.6 Pronaf	426,3	355,9	-70,4	-16,5%	-92,5	-20,6%	4.597,8	4.798,3	200,6	4,4%	-11,5	-0,2%
2.3.15.7 Proex	79,1	55,2	-23,9	-30,2%	-28,0	-33,7%	412,0	331,6	-80,4	-19,5%	-105,3	-23,9%
2.3.15.8 Programa especial de saneamento de ativos (PESA)	1,8	0,3	-1,5	-83,2%	-1,6	-84,0%	272,0	533,0	261,0	95,9%	253,5	88,1%
2.3.15.9 Álcool	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
2.3.15.10 Fundo da terra/ INCRA	-6,8	32,6	39,4	-	39,8	-	115,9	319,1	203,1	175,3%	199,5	165,1%
2.3.15.11 Funcafé	-	-	-	-	-	-	0,5	0,0	-0,5	-100,0%	-0,5	-100,0%
2.3.15.12 Revitaliza	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
2.3.15.13 Programa de Sustentação ao Investimento - PSI	0,1	82,7	82,5	-	82,5	-	667,5	487,0	-180,5	-27,0%	-213,7	-30,1%
2.3.15.14 Operações de crédito destinadas a Pessoas com deficiência (EQPCD)	0,5	0,7	0,2	47,1%	0,2	39,9%	7,4	9,8	2,5	33,6%	2,2	27,5%
2.3.15.15 Fundo Setorial Audiovisual (FSA)	-	200,0	200,0	-	200,0	-	397,6	1.557,7	1.160,1	291,8%	1.151,4	277,3%
2.3.15.16 Subv. Parcial à Remuneração por Cessão de Energia Elétrica de Itaipu	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
2.3.15.17 Equalização dos Fundos FDA/FDNE/FDCO	-	0,6	0,6	-	0,6	-	26,3	24,7	-1,6	-6,1%	-3,0	-10,7%
2.3.15.18 Receitas de Recuperação de Subvenções	-31,0	-16,1	14,9	-48,0%	16,5	-50,6%	-40,3	-142,9	-102,6	254,5%	-103,2	241,5%
2.3.15.19 Proagro	250,0	680,0	430,0	172,0%	417,0	158,6%	3.718,0	5.190,8	1.472,9	39,6%	1.300,5	33,1%
2.3.15.20 PNAFE	-	1,8	1,8	-	1,8	-	112,0	41,3	-70,7	-63,1%	-76,5	-64,8%
2.3.15.21 - Fundo Nacional do Desenvolvimento	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
2.3.15.22 - Sudene (Microcrédito Produtivo Orientado)	-	-	-	-	-	-	95,5	0,0	-95,5	-100,0%	-99,8	-100,0%
2.3.15.23 - Subvenções Econômicas	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
2.3.15.24 - Securitização da dívida agrícola (Lei 9.318/1595)	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
2.3.15.25 - Capitalização à Emgea	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
2.3.15.26 - Cacau	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
2.3.15.27 Demais Subsídios e Subvenções	-1.180,2	-104,1	1.076,1	-91,2%	1.137,3	-91,6%	-3.237,0	-2.467,3	769,6	-23,8%	910,8	-26,7%
2.3.16 Transferências ANA	12,8	15,8	2,9	22,9%	2,3	16,9%	80,5	96,3	15,8	19,6%	12,5	14,9%
2.3.17 Transferências Multas ANEEL	128,3	123,2	-5,0	-3,9%	-11,7	-8,7%	1.137,5	1.279,8	142,3	12,5%	92,0	7,7%
2.3.18 Impacto Primário do FIES	135,8	160,1	24,3	17,9%	17,2	12,1%	205,9	1.420,1	1.214,1	589,6%	1.201,6	515,5%
2.3.19 Financiamento de Campanha Eleitoral	3,1	-	-3,1	-100,0%	-3,3	-100,0%	4.958,4	0,0	-4.958,4	-100,0%	-5.200,4	-100,0%
2.3.20 Demais	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
2.4 Despesas do Poder Executivo Sujeitas à Programação Financeira	**25.978,8**	**40.994,2**	**15.015,4**	**57,8%**	**13.668,3**	**50,0%**	**275.163,4**	**346.433,4**	**71.270,0**	**25,9%**	**59.692,3**	**20,6%**
2.4.1 Obrigatórias com Controle de Fluxo	17.247,2	27.996,2	10.749,0	62,3%	9.854,7	54,3%	160.427,6	238.164,8	77.737,2	48,5%	71.088,6	42,0%
2.4.1.1 Benefícios a servidores públicos	1.199,9	1.295,1	95,2	7,9%	33,0	2,6%	10.566,3	11.520,2	953,9	9,0%	480,1	4,3%
2.4.1.2 Bolsa Família e Auxílio Brasil	6.978,3	13.956,3	6.978,0	100,0%	6.616,1	90,1%	65.828,1	124.200,5	58.372,3	88,7%	55.904,6	80,4%
2.4.1.3 Saúde	8.222,2	11.454,0	3.231,8	39,3%	2.805,5	32,4%	76.821,9	92.257,4	15.435,5	20,1%	12.030,3	14,8%
2.4.1.4 Educação	421,1	740,7	319,6	75,9%	297,8	67,2%	4.200,3	5.867,7	1.667,3	39,7%	1.490,6	33,8%
2.4.1.5 Demais	425,7	550,1	124,3	29,2%	102,3	22,8%	3.010,9	4.319,0	1.308,1	43,4%	1.183,0	37,3%
2.4.2 Discricionárias	8.731,6	12.998,0	4.266,4	48,9%	3.813,7	41,5%	114.735,8	108.268,6	-6.467,2	-5,6%	-11.396,3	-9,5%
2.4.2.1 Saúde	1.126,6	3.593,6	2.467,0	219,0%	2.408,5	203,2%	27.412,1	23.404,0	-4.008,1	-14,6%	-5.141,9	-17,9%
2.4.2.2 Educação	1.642,4	2.166,6	524,2	31,9%	439,0	25,4%	13.763,8	17.724,4	3.960,6	28,8%	3.385,3	23,3%
2.4.2.3 Defesa	1.272,5	988,5	-284,0	-22,3%	-350,0	-26,1%	7.832,7	7.604,2	-228,5	-2,9%	-567,6	-6,9%
2.4.2.4 Transporte	718,2	1.391,9	673,7	93,8%	636,4	84,2%	5.575,0	10.192,1	4.617,1	82,8%	4.397,2	74,9%
2.4.2.5 Administração	789,2	652,4	-136,8	-17,3%	-177,7	-21,4%	4.797,6	5.455,8	658,2	13,7%	459,0	9,1%
2.4.2.6 Ciência e Tecnologia	299,0	349,1	50,1	16,8%	34,6	11,0%	3.678,2	3.794,7	116,6	3,2%	-50,6	-1,3%
2.4.2.7 Segurança Pública	329,4	199,5	-129,9	-39,4%	-147,0	-42,4%	2.536,6	2.498,2	-38,5	-1,5%	-151,7	-5,7%
2.4.2.8 Assistência Social	272,0	463,3	191,4	70,4%	177,3	62,0%	4.399,1	5.681,5	1.282,4	29,2%	1.099,0	23,7%
2.4.2.9 Demais	2.282,2	3.193,1	910,8	39,9%	792,5	33,0%	44.740,7	31.913,7	-12.827,0	-28,7%	-14.825,0	-31,6%
Memorando:												
3. TOTAL DAS DESP APURADAS PARA O RESULT PRIMÁRIO DO GOV CENTRAL (I+II)	**165.825,2**	**190.365,1**	**24.539,8**	**14,8%**	**15.941,3**	**9,1%**	**1.686.701,1**	**1.814.537,0**	**127.835,9**	**7,6%**	**52.217,8**	**2,9%**
4. DESPESAS NÃO INCLUÍDAS NA BASE DE CÁLCULO DO TETO DA EC 95/2016 (CF 1988, ADCT, art. 107, § 6º)	**39.359,6**	**37.761,6**	**-1.598,1**	**-4,1%**	**-3.639,0**	**-8,8%**	**427.390,3**	**401.704,7**	**-25.685,6**	**-6,0%**	**-45.290,2**	**-10,0%**
4.1 Transferências constitucionais (CF 1988, ADCT, art. 107, § 6º, inciso I)	33.955,5	35.572,6	1.617,1	4,8%	-143,6	-0,4%	357.656,1	362.270,4	4.614,3	1,3%	-11.738,7	-3,1%

Discriminação	Setembro		Variação Nominal		Variação Real		Acumulado Jan-Set		Variação Nominal		Variação Real	
	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %	2022	2023	R$ Milhões	Var. %	R$ Milhões	Var. %
4.1.1 FPM / FPE / IPI-EE	23.684,4	23.573,4	-111,0	-0,5%	-1.339,1	-5,4%	249.888,9	258.404,7	8.515,9	3,4%	-2.865,4	-1,1%
4.1.2 Contribuição do Salário Educação	1.314,6	1.431,6	117,0	8,9%	48,8	3,5%	12.162,7	13.745,2	1.582,5	13,0%	1.031,2	8,0%
4.1.3 Exploração de Recursos Naturais	4.619,7	5.459,7	840,1	18,2%	600,5	12,4%	58.481,3	45.988,2	-12.493,1	-21,4%	-15.268,5	-24,7%
4.1.4 CIDE - Combustíveis	-	-	-	-	-	-	647,9	4,5	-643,4	-99,3%	-682,8	-99,3%
4.1.5 Demais	4.336,9	5.107,9	771,1	17,8%	546,2	12,0%	36.475,2	44.127,7	7.652,5	21,0%	6.046,8	15,7%
4.1.5.1 IOF Ouro	6,0	3,5	-2,6	-42,2%	-2,9	-45,1%	56,5	40,9	-15,6	-27,6%	-18,4	-30,7%
4.1.5.2 ITR	193,8	262,1	68,3	35,3%	58,3	28,6%	551,6	654,7	103,1	18,7%	76,0	13,0%
4.1.5.3 FUNDEB (Complem. União)	2.810,4	3.074,6	264,2	9,4%	118,5	4,0%	24.450,3	28.264,0	3.813,6	15,6%	2.734,1	10,6%
4.1.5.4 Fundo Constitucional DF - FCDF	1.326,6	1.767,7	441,1	33,2%	372,3	26,7%	11.416,8	15.168,2	3.751,4	32,9%	3.255,1	27,0%
4.1.5.4.1 FCDF - OCC	192,9	375,3	182,3	94,5%	172,3	84,9%	1.718,2	2.731,5	1.013,3	59,0%	942,6	52,0%
4.1.5.4.2 FCDF - Pessoal	1.133,7	1.392,4	258,7	22,8%	199,9	16,8%	9.698,6	12.436,7	2.738,1	28,2%	2.312,5	22,6%
4.2 Créditos extraordinários (CF 1988, ADCT, art. 107, § 6º, inciso II)	5.289,4	78,4	-5.211,0	-98,5%	-5.485,2	-98,6%	25.208,9	-14,1	-25.222,9	-	-26.703,1	-
4.2.1 d/q Créditos Extraordinários do Impacto Primário do FIES	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
4.3 Despesas não recorrentes da Justiça eleitoral com a realização de eleições (CF 1988, ADCT, art. 107, § 6º, inciso III)	216,5	143,9	-72,6	-33,5%	-83,8	-36,8%	1.275,1	470,3	-804,9	-63,1%	-862,8	-64,4%
4.3.1 Pleitos Eleitorais - OCC	191,0	143,6	-47,4	-24,8%	-57,3	-28,5%	1.237,1	443,9	-793,1	-64,1%	-849,7	-65,4%
4.3.2 Pleitos Eleitorais - Pessoal	25,5	0,3	-25,2	-98,8%	-26,5	-98,9%	38,1	26,3	-11,7	-30,8%	-13,1	-32,8%
4.4 Despesas com aumento de capital de empresas estatais não dependentes (CF 1988, ADCT, art. 107, § 6º, inciso IV)	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
4.5 Cessão Onerosa (CF 1988, ADCT, art. 107, § 6º, inciso V) 2/	-	-	-	-	-	-	7.664,1	0,0	-7.664,1	-100,0%	-8.008,0	-100,0%
4.6 Piso da Enfermagem (CF 1988, ADCT, art. 107, § 6º, inciso VI)	-	1.839,5	1.839,5	-	1.839,5	-	0,0	3.977,9	3.977,9	-	3.983,5	-
4.7 Projetos socioambientais ou mudanças climáticas (CF 1988, ADCT, art. 107, § 6º-A, inciso I) 3/	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
4.8 Instituições científicas, tecnológicas e de inovação (CF 1988, ADCT, art. 107, § 6º-A, inciso II)	-	126,3	126,3	-	126,3	-	0,0	994,5	994,5	-	1.003,1	-
4.9 Execução direta de obras e serviços de engenharia (CF 1988, ADCT, art. 107, § 6º-A, inciso III)	-	0,8	0,8	-	0,8	-	0,0	5,8	5,8	-	5,9	-
4.10 Investimentos (CF 1988, ADCT, art 107, § 6º-B)	-	-	-	-	-	-	0,0	22.911,9	22.911,9	-	23.130,8	-
4.11 Parcelamento de Sentenças Judiciais (CF 1988, ADCT, art. 107-A, § 6º)	- 101,8	-	101,8	-100,0%	107,1	-100,0%	11.674,0	11.088,0	-586,0	-5,0%	-1.021,8	-8,4%
4.12 Encontro de Contas (CF 1988, ADCT, art. 107-A, § 6º)	-	-	-	-	-	-	23.912,1	0,0	-23.912,1	-100,0%	-25.079,1	-100,0%
5. TOTAL DAS DESPESAS APURADAS SUJEITAS AO TETO DA EC 95/2016 (III - IV)	**126.465,6**	**152.603,5**	**26.137,9**	**20,7%**	**19.580,3**	**14,7%**	**1.259.310,8**	**1.412.832,3**	**153.521,5**	**12,2%**	**97.508,0**	**7,3%**
m. Créditos Extraordinários (exceto PAC)	**6.282,1**	**182,6**	**-6.099,5**	**-97,1%**	**-6.425,2**	**-97,2%**	**27.727,3**	**1.416,2**	**-26.311,1**	**-94,9%**	**-27.928,6**	**-95,1%**
m.1 Obrigatórias com Controle de Fluxo (Créditos Extraordinários)	5.227,9	46,3	-5.181,6	-99,1%	-5.452,7	-99,2%	18.781,0	599,4	-18.181,6	-96,8%	-19.205,7	-96,9%
m.1.1 - Obrigatórias com Controle de Fluxo - Benefícios a servidores públicos (Créditos Extraordinários)	-	-	-	-	-	-	0,0	0,0	-0,0	-100,0%	-0,0	-100,0%
m.1.2 - Obrigatórias com Controle de Fluxo - Bolsa Família e Auxílio Brasil (Créditos Extraordinários)	5.155,9	-	-5.155,9	-100,0%	-5.423,3	-100,0%	9.450,0	0,0	-9.450,0	-100,0%	-9.926,9	-100,0%
m.1.3 - Obrigatórias com Controle de Fluxo - Saúde (Créditos Extraordinários)	72,0	46,3	-25,7	-35,7%	-29,4	-38,8%	5.829,4	599,4	-5.230,0	-89,7%	-5.563,9	-90,2%
m.1.4 - Obrigatórias com Controle de Fluxo - Educação (Créditos Extraordinários)	-	-	-	-	-	-	3.501,6	0,0	-3.501,6	-100,0%	-3.714,9	-100,0%
m.1.5 - Obrigatórias com Controle de Fluxo - Demais (Créditos Extraordinários)	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
m.2 - Discricionárias (Créditos Extraordinários)	1.054,2	136,3	-917,9	-87,1%	-972,5	-87,7%	8.946,3	816,8	-8.129,5	-90,9%	-8.722,9	-91,4%
m.2.1 - Discricionárias - Saúde (Créditos Extraordinários)	4,2	-	-4,2	-100,0%	-4,5	-100,0%	1.191,0	6,0	-1.185,1	-99,5%	-1.282,7	-99,5%
m.2.2 - Discricionárias - Educação (Créditos Extraordinários)	-	-	-	-	-	-	0,2	0,1	-0,1	-53,2%	-0,1	-55,1%
m.2.3 - Discricionárias - Defesa (Créditos Extraordinários)	0,1	19,2	19,1	-	19,1	-	16,4	134,6	118,2	722,4%	117,7	671,0%
m.2.4 - Discricionárias - Transporte (Créditos Extraordinários)	16,6	2,1	-14,5	-87,3%	-15,3	-87,9%	389,3	70,4	-318,8	-81,9%	-339,4	-82,7%
m.2.5 - Discricionárias - Administração (Créditos Extraordinários)	-	-	-	-	-	-	0,0	0,0	0,0	-	0,0	-
m.2.6 - Discricionárias - Ciência e Tecnologia (Créditos Extraordinários)	0,5	0,1	-0,4	-83,7%	-0,4	-84,5%	4,5	1,3	-3,2	-70,8%	-3,4	-71,9%
m.2.7 - Discricionárias - Segurança Pública (Créditos Extraordinários)	21,0	70,2	49,2	233,7%	48,1	217,3%	442,4	277,3	-165,1	-37,3%	-187,6	-40,2%
m.2.8 - Discricionárias - Assistência Social (Créditos Extraordinários)	34,7	39,5	4,8	13,7%	3,0	8,1%	4.960,6	242,7	-4.717,9	-95,1%	-5.072,6	-95,4%
m.2.9 - Discricionárias - Demais (Créditos Extraordinários)	977,0	5,2	-971,8	-99,5%	-1.022,4	-99,5%	1.942,0	84,5	-1.857,5	-95,7%	-1.954,7	-95,8%

Obs.: Dados sujeitos à alteração.

1/ Refere-se à transferência a Estados, Distrito Federal e Municípios de parte dos valores arrecadados com os leilões dos volumes excedentes da cessão onerosa.

2/ Corresponde à somatória de dois itens: i) pagamento à Petrobras decorrente da revisão do contrato de cessão onerosa e ii) transferência a Estados, Distrito Federal e Municípios de parte dos valores arrecadados com os leilões, ocorridos em novembro/2019, dos volumes excedentes da cessão onerosa.

Rio
PREFEITURA

Declaração do Chefe do Poder Executivo do Município do Rio de Janeiro

1. Faço referência à operação de crédito externo, com garantia da União, pleiteada por este Município do Rio de Janeiro, junto ao Banco Internacional para Reconstrução e Desenvolvimento - BIRD, no valor de USD 135.238.245.00 (cento e trinta e cinco milhões, duzentos e trinta e oito mil e duzentos e quarenta e cinco dólares), cujos recursos serão destinados à implantação do Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II - Rio de Janeiro Sustentável, a ser realizada no âmbito do Plano de Promoção do Equilíbrio Fiscal (PEF), com amparo no inciso III do artigo 17 da Lei Complementar nº 178, de 13 de janeiro de 2021.

2. Para fins de verificação do cumprimento dos limites e condições necessários à contratação da referida operação de crédito e à concessão de garantia pela União, declaro que:

- A operação de crédito ora pleiteada possui prévia e expressa autorização para a contratação e para a concessão de contragarantias à garantia da União no Decreto Legislativo nº 1.587, de 03 de novembro de 2022 (anexo).

- Os recursos da operação de crédito mencionada estão previstos no orçamento do exercício de 2024, conforme Projeto de Lei Municipal Orçamentária Anual – PLOA nº 2.436//2023, encaminhado pela Mensagem nº 86/2023, que encontra-se em tramitação na Câmara de Vereadores do Rio de Janeiro, nas fontes e ações a seguir:

Programa de Trabalho	Fonte de Recursos	Ação
2401.18.451.0639.1346	9754112	IMPLANTACAO DE INFRAESTRUTURA CICLOVIARIA
2401.18.543.0615.1339	9754112	CONSOLIDACAO DE AREAS REFLORESTADAS
1503.15.451.0200.1794	9754112	IMPLANTACAO, URBANIZACAO E REVITALIZACAO DE VIAS PUBLICAS
1503.15.451.0319.1718	9754112	REVITALIZACAO COM OBRAS DE PAVIMENTACAO E DRENAGEM EM DIVERSOS ESPACOS
2801.08.241.0655.1151	9754112	INTERVENCOES NO DOMINIO PUBLICO DE INTERESSE DA POPULACAO IDOSA
4301.15.452.0071.1359	9754112	REVITALIZACAO DE ESPACOS E EQUIPAMENTOS PUBLICOS

- O Município cumpre com o disposto no inciso III do artigo 167 da Constituição Federal nos exercícios corrente e anterior e seguem, no Anexo I desta Declaração, as informações necessárias para a Secretaria do Tesouro Nacional verificar tal cumprimento.

- O Município cumpre com o disposto no artigo 167-A da Constituição Federal até o último RREO exigível e segue, juntamente a esta Declaração, Certidão do Tribunal de Contas competente atestando o referido cumprimento.

- São oferecidas, como contragarantias à garantia da União, as receitas a que se referem os artigos 158 e 159, inciso I, alíneas "b", "d" e "e", complementadas pelas receitas tributárias estabelecidas no artigo 156, nos termos do § 4º do art. 167, todos da Constituição Federal. Para fins de análise da suficiência das contragarantias ofertadas pelo Ente em observância ao § 4º do artigo 3º da Lei Complementar nº 178/2021, encontra-se no Anexo II desta Declaração o Cronograma de Pagamentos do Município da Dívida Consolidada e das operações contratadas com liberações a partir do início do exercício em curso.

Rio de Janeiro, 27 de outubro de 2023.

EDUARDO DA COSTA PAES:01475189702

Assinado de forma digital por EDUARDO DA COSTA PAES:01475189702
Dados: 2023.10.27 14:31:04 -03'00'

EDUARDO PAES
Prefeito

Anexo I – Regra de Ouro

Exercício anterior (2022)	
Despesas de capital executadas no exercício anterior: liquidadas até o dia 31/12 do exercício anterior + inscritas em restos a pagar não processados, conforme RREO do 6º bimestre do exercício anterior (a)	R$3.714.520.329,46
Despesas previstas para reserva relativa ao art. 33 da LRF – operações de crédito nulas (b)	R$ 0,00
Despesas previstas para empréstimo ou financiamento (incentivo fiscal) a contribuinte (c)	R$ 0,00
Inversões financeiras na forma de participação acionária em empresas não controladas (d)	R$131.965.000,00
Total de deduções (e = b + c + d)	R$131.965.000,00
Despesas de capital executadas no exercício anterior ajustadas (f = a – e)	**R$3.582.555.329,46**
Receitas de operações de crédito realizadas até o 6º bimestre do exercício anterior (g)	R$153.171.534,62
ARO contratada e não paga do exercício anterior (h)	R$ 0,00
Liberações ajustadas (i = g + h)	**R$153.171.534,62**

Exercício corrente (2023)	
Despesas de capital previstas no orçamento – dotação atualizada no último RREO exigível ou Anexo I da LOA (janeiro a agosto) (a)	R$8.273.885.484,37
Despesas previstas para reserva relativa ao art. 33 da LRF – operações de crédito nulas (b)	R$ 0,00
Despesas previstas para empréstimo ou financiamento (incentivo fiscal) a contribuinte (c)	R$ 0,00
Inversões financeiras na forma de participação acionária em empresas não controladas (d)	R$135.791.420,00
Total de deduções (e = b + c + d)	R$135.791.420,00
Despesas de capital do exercício corrente ajustadas (f = a – e)	**R$8.138.094.064,37**
Desembolso previsto, no exercício corrente, da operação de crédito pleiteada (g)	R$ 0,00
Desembolsos previstos, no exercício corrente, de outras operações de crédito ainda não contratadas, em fase de tramitação na STN ou nas instituições financeiras (h)	R$ 34.000.000,00
Desembolsos previstos, no exercício corrente, de operações de crédito já contratadas (i)	R$ 1.684.954.603,07
Desembolsos previstos, no exercício corrente, de operações de crédito contratadas e não contratadas (j = g + h + i)	**R$ 1.718.954.603,07**

Anexo II – Cronograma de Pagamentos

Cronograma de Pagamentos – Operações Contratadas

Ente Federativo: MUNICÍPIO DO RIO DE JANEIRO
Operação Pleiteada: BIRD - DPL II
Data-Base: 31/08/2023

Ano Final da Operação Pleiteada: **2042**

Ano	Dívida Consolidada		Operações contratadas com liberações a partir do início do exercício em curso		Op. Crédito em Tramitação na STN ou no Senado Federal e Op. Crédito autorizadas e ainda não contratadas		Total	
	Amortiz.	Encargos	Amortiz.	Encargos	Amortiz.	Encargos	Amortiz.	Encargos
2023	2.198.587.000,17	772.697.612,39	20.254.622,91	85.530.354,64	-	298.290,00	**2.218.841.623,08**	**858.526.257,03**
2024	2.029.196.278,07	674.621.822,76	170.984.442,72	245.824.615,00	865.279,00	28.368.523,00	**2.201.045.999,79**	**948.814.960,76**
2025	2.037.269.595,58	578.873.570,36	262.393.667,10	253.962.736,30	31.196.765,40	52.424.171,00	**2.330.860.028,08**	**885.260.477,66**
2026	1.631.078.281,30	496.013.578,30	259.411.689,30	226.517.499,90	31.196.765,40	70.976.075,00	**1.921.686.736,00**	**793.507.153,20**
2027	1.546.268.331,04	419.245.770,12	263.373.382,26	197.963.539,75	31.196.765,40	67.681.248,00	**1.840.838.478,70**	**684.890.557,87**
2028	1.126.885.897,76	344.505.181,69	265.499.935,05	169.572.505,72	31.196.765,40	64.386.420,00	**1.423.582.598,21**	**578.464.107,41**
2029	967.608.324,43	284.627.660,82	277.034.043,40	139.588.822,48	31.196.765,40	61.091.593,00	**1.275.839.133,23**	**485.308.076,30**
2030	811.647.229,43	227.383.664,63	278.443.420,81	110.583.884,57	31.196.765,40	57.796.765,00	**1.121.287.415,64**	**395.764.314,20**
2031	689.682.387,02	187.393.854,07	281.861.519,22	79.911.912,98	31.196.765,40	54.501.938,00	**1.002.740.671,64**	**321.807.705,05**
2032	538.592.560,01	154.453.830,71	269.877.100,72	49.645.650,78	31.196.765,40	51.207.110,00	**839.666.426,13**	**255.306.591,49**
2033	499.236.256,63	126.535.803,12	99.793.869,24	29.353.426,18	31.196.765,40	47.912.283,00	**630.226.891,27**	**203.801.512,30**
2034	506.977.475,97	99.542.559,06	55.564.370,70	24.215.553,13	31.196.765,40	44.617.455,00	**593.738.612,07**	**168.375.567,19**
2035	506.021.593,78	71.830.905,12	57.793.571,53	20.283.192,94	31.196.765,40	41.322.628,00	**595.011.930,71**	**133.436.726,06**
2036	479.035.593,01	45.764.244,86	41.356.394,38	17.170.166,69	31.196.765,40	38.027.801,00	**551.588.752,79**	**100.962.212,55**
2037	455.741.845,94	20.827.610,24	41.877.582,00	14.324.432,96	31.196.765,40	34.732.973,00	**528.816.193,34**	**69.885.016,20**
2038	110.682.926,29	4.381.053,23	33.678.362,60	11.784.646,10	31.196.765,40	31.438.146,00	**175.558.054,29**	**47.603.845,33**
2039	13.012.095,00	699.037,66	32.906.230,40	9.716.383,23	31.196.765,40	28.143.318,00	**77.115.090,80**	**38.558.738,89**
2040	6.425.512,58	301.777,09	32.906.230,40	7.675.847,27	31.196.765,40	24.848.491,00	**70.528.508,38**	**32.826.115,36**
2041	2.588.614,30	110.017,58	32.906.230,40	5.590.795,83	31.196.765,40	21.553.663,00	**66.691.610,10**	**27.254.476,41**
2042			32.482.700,98	3.535.638,60	31.196.765,20	18.258.836,00	**63.679.466,18**	**21.794.474,60**
Restante a pagar			32.216.449,32	1.503.368,62	140.385.444,00	41.825.604,00	**172.601.893,32**	**43.328.972,62**
							-	-
							-	-
							-	-
							-	-
							-	-
Total:	**16.156.537.798,31**	**4.509.809.553,81**	**2.842.615.815,44**	**1.704.254.973,67**	**702.792.500,00**	**881.413.331,00**	**19.701.946.113,75**	**7.095.477.858,48**
	16.156.537.798,31		2.842.615.815,44					
	-		-					

*** Taxa de câmbio utilizada = 4,9219**

Dólar do EUA de 30/08/2023

OFÍCIO GBP Nº 43 **Rio de Janeiro, 16 de outubro de 2023.**

À Coordenação-Geral de Operações de Crédito de Estados e Municípios – COPEM
Secretaria do Tesouro Nacional – STN
Esplanada dos Ministérios, Bloco P, térreo
Edifício Anexo do Ministério da Ministério da Fazenda
70048-900 – Brasília – DF

Assunto: Pedido de verificação de limites e condições (PVL) para realização de operação de crédito com garantia da União no âmbito do Plano de Promoção do Equilíbrio Fiscal de que trata a Lei Complementar nº 178, de 2021.

Senhor Coordenador-Geral,

1 - Encaminhamos o presente pedido de verificação de limites e condições (PVL), com efeitos de proposta firme, para a contratação de operação de crédito externo e para a concessão de garantia da União, cuja realização tem amparo no inciso III do artigo 17 da Lei Complementar (LC) nº 178, de 13 de janeiro de 2021, entre o Banco Internacional para Reconstrução e Desenvolvimento e o Município do Rio de Janeiro.

2 - A operação ora pleiteada possui as seguintes características:

- Valor da operação: USD 135.238.245,00 (cento e trinta e cinco milhões, duzentos e trinta e oito mil e duzentos e quarenta e cinco dólares)

- Destinação dos recursos: Projeto de Ajuste e Desenvolvimento Sustentável do Município do Rio de Janeiro – Etapa II.

- Taxa de juros: SOFR mais spread variável, de acordo com o determinado em https://treasury.worldbank.org/en/about/unit/treasury/ibrd-financial-products/lending-rates-and-fees.

- Atualização monetária/indexador: Variação cambial (US$)

- Demais encargos e comissões: Comissão Inicial de 0,25% sobre o total do financiamento, a ser paga em até 60 dias após a entrada do contrato de empréstimo em efetividade; Comissão de Compromisso de 0,25% ao ano sobre o Saldo do Empréstimo não desembolsado; Sobretaxa de exposição (Exposure surcharge) do banco ao país de 0,5% a.a. sobre o montante que exceder ao limite de exposição do país, calculada diariamente, nos termos do contrato; e Juros de mora (Default interest rate) de 0,5%.

Liberações: USD 135.238.245,00 em 2024.

Contrapartidas: Não há.

Prazo de carência: 12 meses, considerando a data da aprovação do empréstimo pelo Board do Banco Mundial, em 16 de novembro de 2023.

Prazo de amortização: 17,5 anos.

Prazo total: 18,5 anos.

Lei autorizadora: Decreto Legislativo Nº 1.587, de 03 de novembro de 2022.

3 - Seguem, anexos a este Ofício, para fins de verificação dos limites e condições necessários à contratação da referida operação de crédito e à concessão de garantia pela União, os seguintes documentos:

a) Cronograma financeiro da operação, assinado pelo Chefe do Poder Executivo.

b) Declaração do Chefe do Poder Executivo, acompanhada do "Anexo I – Regra de Ouro" e do "Anexo II – Cronograma de Pagamentos".

c) Lei autorizadora da operação de crédito e do oferecimento de contragarantias à garantia da União.

d) Certidão do Tribunal de Contas competente, atestando o cumprimento do inciso III do art. 167 da Constituição para o exercício anterior fechado; e o cumprimento do limite do art. 167-A da Constituição, com informações atualizadas até o último RREO exigível.

e) Resolução COFIEX Nº 05, de 09 de maio de 2023.

f) Minuta do contrato de empréstimo.

g) Minuta do contrato de garantia.

Atenciosamente,

EDUARDO DA COSTA PAES:01475189702

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Dados: 2023.10.16 16:08:16 -03'00'

EDUARDO PAES
Prefeito

Procuradoria Geral do Município | Gabinete do Procurador-Geral

Manifestação Técnica PG/CAE/001/2023/ACS Em 24 de outubro de 2023

DIREITO FINANCEIRO. CONTRATO DE EMPRÉSTIMO ENTRE O BIRD (BANCO MUNDIAL) E O MUNICIPIO DO RIO DE JANEIRO DESTINADO À IMPLANTAÇÃO DO "PROJETO DE AJUSTE E DESENVOLVIMENTO SUSTENTÁVEL DO RIO DE JANEIRO – ETAPA II – RIO SUSTENTÁVEL". OPERAÇÃO DE CRÉDITO COM GARANTIA DA UNIÃO. ANÁLISE DA MINUTA DOS CONTRATOS NEGOCIADOS COM O BIRD RELATIVAMENTE À OBSERVÂNCIA DAS EXIGÊNCIAS LEGAIS E CONSTITUCIONAIS.

I. RELATÓRIO

Trata-se de análise jurídica acerca da conformidade das minutas dos contratos de empréstimo e de garantia prestada pela União, junto ao Banco Internacional para Reconstrução e Desenvolvimento – BIRD, como pressuposto para encaminhamento do processo para aprovação pelo Senado Federal.

A Secretaria Municipal de Fazenda, como coordenadora do Projeto, atestou, por meio do Processo SMF-PRO-2023/16886, que as obrigações a cargo do Município são exequíveis.

Os requisitos prévios inerentes ao início do procedimento de obtenção do empréstimo, quais sejam, (i) o limite de endividamento do Município (fls. 09-13); (ii) Certidões emitidas pela Tribunal de Contas do Município (fls. 04-07); (iii) Detalhamento da Despesa do Poder Executivo para o exercício de 2023, adequado aos Decreto nº 51.985, de 03 de fevereiro de 2023 (fls.80); (iv) Lei Municipal nº 7.759, de 10 de janeiro de 2023, que estima a Receita e fixa a Despesa do Município para o exercício de 2023 (fls. 67); (v) publicação no Diário Oficial do dia 20.12.2021, do Decreto Legislativo n° 1.587, de 03 de novembro de 2022, promulgado pela Câmara Municipal do Rio de Janeiro, que autoriza o Poder Executivo a contratar o referido empréstimo com o BIRD, nos termos do projeto de ajuste e desenvolvimento sustentável do Rio de Janeiro – Rio de Janeiro Sustentável, com a garantia da União (fls. 14); (vi) Atestação de não haver óbices ao prosseguimento do processo administrativo, uma vez que cumpridos os requisitos relativos a (a) existência de prévia e expressa autorização para a contratação da operação em análise, no texto da lei orçamentária, em créditos adicionais ou lei específica, atendido pelo Decreto Legislativo de n° 1.587, de 3 de novembro de 2022; (b) inclusão no orçamento ou em créditos adicionais dos recursos provenientes da operação de crédito mencionada; (c) atendimento do disposto no inciso III do art. 167 da Constituição, nos termos dos §§ 1º, inciso V, e 3º do art. 32 da Lei Complementar nº 101, de 2000, atendido com a aprovação da Lei 7.235/2022, em seu art. 8° que autoriza a abertura de crédito suplementar; e (d) observância das demais disposições estabelecidas na Lei Complementar nº 101, de 2000, e nas Resoluções nº 40 e nº 43, ambas de 2001, do Senado Federal (fls.09 e ss).

O convite do Banco Mundial para as negociações consta do documento "Ajuda-Memória" – SEAID/CGFE de 03.10.23, às fls.35-37, sendo certo que estas ocorreram, com a participação deste órgão jurídico (por meio do ora signatário, conforme designação do Exmº Sr. Procurador-Geral), além dos demais representantes do Município, no período de 05 e 06 de outubro de 2023, resultando nas minutas de contrato de empréstimo e de garantia da União constantes de fls. 15-31.

Em continuidade ao processo de análise da contratação, a Exmª Srª Secretária Municipal de Fazenda e Planejamento solicita a elaboração de parecer jurídico atestando que o Município está de acordo com os aludidos termos, conforme requerido pela Procuradoria da Fazenda Nacional.

É o relatório.

II. APRECIAÇÃO

Os instrumentos analisados tratam das minutas do Contrato de Empréstimo a ser assinado pelo Banco Internacional para Reconstrução e Desenvolvimento – BIRD e o Município do Rio de Janeiro, tomador do empréstimo, e do Contrato de Garantia, a ser celebrado entre a União e o referido Banco. Os recursos destinam-se à implantação do Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II - Rio de Janeiro Sustentável.

Assim, em cumprimento ao disposto no art. 45 da Lei Orgânica do Município do Rio de Janeiro, foi editado o Decreto Legislativo nº 1.587, de 03 de novembro de 2022, publicado no Diário Oficial no dia 10 de novembro de 2022, que expressamente autoriza a operação de crédito em comento.

O art. 2º do aludido Decreto Legislativo autoriza, expressamente, o Município a prestar as garantias necessárias à contratação do empréstimo, consoante previsão do art. 167, §4º da Constituição da República.

A Lei de Responsabilidade Fiscal (Lei Complementar nº 101/2000), em seu art. 32, determina que esse tipo de operação de crédito seja instruído com os pareceres técnicos e jurídicos respectivos, encaminhados ao Ministério da Fazenda que, analisando o cumprimento das condições legais relativas à operação, encaminhará o processo para aprovação pelo Senado Federal.

As operações de crédito externas e internas dos Estados, Distrito Federal e Municípios submetem-se ainda aos termos das Resoluções nº 40 e 43, ambas de 2001, do Senado Federal, que tratam do limite da dívida consolidada dos entes e das operações de crédito em si.

Esta análise cinge-se, portanto, ao teor das minutas dos instrumentos contratuais negociados, entre 5 e 6 de outubro de 2023, com a participação deste órgão jurídico, além dos demais representantes do Município, resultando nas minutas de contrato de empréstimo e de garantia da União constantes de fls. 15-31.

Cumpre ressalvar que em contratos celebrados com entes internacionais, a análise diverge dos padrões adotados em contratos ordinários celebrados pela Administração. Esses contratos internacionais não se submetem, por óbvio, a determinadas regras locais. Assim sendo, abstraindo-se os aspectos negociais, temos, via de regra, contratos em que o contratante adere às normas adotadas pelo organismo internacional.

A União, República Federativa do Brasil, figura como avalista da operação, assumindo a condição de garantidora e devedora primária pelos pagamentos devidos e assumidos pelo Município do Rio de Janeiro, conforme contrato de garantia a ser assinado por esta.

A maioria das cláusulas integrantes dos instrumentos reveste-se de caráter preponderantemente técnico financeiro, tais como aplicação de taxa de juros, critérios de amortização, percentuais de atualização e multa por inadimplemento, cuja avaliação compete ao órgão técnico da Secretaria Municipal de Fazenda e Planejamento, sendo certo que, consoante o Ofício nº SMF-OFI-2023/08033, de 20 de outubro de 2023, acostado aos presentes autos, atestou que as obrigações constantes dos aludidos instrumentos são exequíveis.

III. CONCLUSÃO

Por todo o exposto, concluo que **as obrigações constantes das minutas dos instrumentos contratuais negociados, relativos aos contratos de empréstimo e de garantia da União (fls. 15-31) de que trata o presente feito (Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II – Rio Sustentável), são legais e exequíveis**, confirmando que esta d. Procuradoria-Geral do Município do Rio de Janeiro conhece o aludido acordo e concorda com seus termos.

Ressalto que para encaminhamento ao Senado deverá ser apresentada tradução, que não necessita ser juramentada, dos aludidos instrumentos, circunstância que, uma vez cumprida, não requererá novo encaminhamento a este órgão jurídico, sendo a presente manifestação válida igualmente em relação à aludida tradução.

Rio de Janeiro, 24 de outubro de 2023.

ANTONIO CARLOS DE SA

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Dados: 2023.10.24 11:28:19 -03'00'

ANTONIO CARLOS DE SÁ

Procurador do Município

Coordenador de Atuação Estratégia

Gabinete do Procurador-Geral

Mat. 11/176.131-1

Manifestação Técnica PG/CAE/001/2023/ACS   Em 24 de outubro de 2023

DIREITO FINANCEIRO. CONTRATO DE EMPRÉSTIMO ENTRE O BIRD (BANCO MUNDIAL) E O MUNICIPIO DO RIO DE JANEIRO DESTINADO À IMPLANTAÇÃO DO "PROJETO DE AJUSTE E DESENVOLVIMENTO SUSTENTÁVEL DO RIO DE JANEIRO – ETAPA II – RIO SUSTENTÁVEL". OPERAÇÃO DE CRÉDITO COM GARANTIA DA UNIÃO. ANÁLISE DA MINUTA DOS CONTRATOS NEGOCIADOS COM O BIRD RELATIVAMENTE À OBSERVÂNCIA DAS EXIGÊNCIAS LEGAIS E CONSTITUCIONAIS.

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A Secretaria Municipal de Fazenda, como coordenadora do Projeto, atestou, por meio do Processo SMF-PRO-2023/16886, que as obrigações a cargo do Município são exequíveis.

Os requisitos prévios inerentes ao início do procedimento de obtenção do empréstimo, quais sejam, (i) o limite de endividamento do Município (fls. 09-13); (ii) Certidões emitidas pela Tribunal de Contas do Município (fls. 04-07); (iii) Detalhamento da Despesa do Poder Executivo para o exercício de 2023, adequado aos Decreto nº 51.985, de 03 de fevereiro de 2023 (fls.80); (iv) Lei Municipal nº 7.759, de 10 de janeiro de 2023, que estima a Receita e fixa a Despesa do Município para o exercício de 2023 (fls. 67); (v) publicação no Diário Oficial do dia 20.12.2021, do Decreto Legislativo n° 1.587, de 03 de novembro de 2022, promulgado pela Câmara Municipal do Rio de Janeiro, que autoriza o Poder Executivo a contratar o referido empréstimo com o BIRD, nos termos do projeto de ajuste e desenvolvimento sustentável do Rio de Janeiro – Rio de Janeiro Sustentável, com a garantia da União (fls. 14); (vi) Atestação de não haver óbices ao prosseguimento do processo administrativo, uma vez que cumpridos os requisitos relativos a (a) existência de prévia e expressa autorização para a contratação da operação em análise, no texto da lei orçamentária, em créditos adicionais ou lei específica, atendido pelo Decreto Legislativo de n° 1.587, de 3 de novembro de 2022; (b) inclusão no orçamento ou em créditos adicionais dos recursos provenientes da operação de crédito mencionada; (c) atendimento do disposto no inciso III do art. 167 da Constituição, nos termos dos §§ 1º, inciso V, e 3º do art. 32 da Lei Complementar nº 101, de 2000, atendido com a aprovação da Lei 7.235/2022, em seu art. 8° que autoriza a abertura de crédito suplementar; e (d) observância das demais disposições estabelecidas na Lei Complementar nº 101, de 2000, e nas Resoluções nº 40 e nº 43, ambas de 2001, do Senado Federal (fls.09 e ss).

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Em continuidade ao processo de análise da contratação, a Exmª Srª Secretária Municipal de Fazenda e Planejamento solicita a elaboração de parecer jurídico atestando que o Município está de acordo com os aludidos termos, conforme requerido pela Procuradoria da Fazenda Nacional.

É o relatório.

II. APRECIAÇÃO

Os instrumentos analisados tratam das minutas do Contrato de Empréstimo a ser assinado pelo Banco Internacional para Reconstrução e Desenvolvimento – BIRD e o Município do Rio de Janeiro, tomador do empréstimo, e do Contrato de Garantia, a ser celebrado entre a União e o referido Banco. Os recursos destinam-se à implantação do Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II - Rio de Janeiro Sustentável.

Assim, em cumprimento ao disposto no art. 45 da Lei Orgânica do Município do Rio de Janeiro, foi editado o Decreto Legislativo nº 1.587, de 03 de novembro de 2022, publicado no Diário Oficial no dia 10 de novembro de 2022, que expressamente autoriza a operação de crédito em comento.

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A Lei de Responsabilidade Fiscal (Lei Complementar nº 101/2000), em seu art. 32, determina que esse tipo de operação de crédito seja instruído com os pareceres técnicos e jurídicos respectivos, encaminhados ao Ministério da Fazenda que, analisando o cumprimento das condições legais relativas à operação, encaminhará o processo para aprovação pelo Senado Federal.

As operações de crédito externas e internas dos Estados, Distrito Federal e Municípios submetem-se ainda aos termos das Resoluções nº 40 e 43, ambas de 2001, do Senado Federal, que tratam do limite da dívida consolidada dos entes e das operações de crédito em si.

Esta análise cinge-se, portanto, ao teor das minutas dos instrumentos contratuais negociados, entre 5 e 6 de outubro de 2023, com a participação deste órgão jurídico, além dos demais representantes do Município, resultando nas minutas de contrato de empréstimo e de garantia da União constantes de fls. 15-31.

Cumpre ressalvar que em contratos celebrados com entes internacionais, a análise diverge dos padrões adotados em contratos ordinários celebrados pela Administração. Esses contratos internacionais não se submetem, por óbvio, a determinadas regras locais. Assim sendo, abstraindo-se os aspectos negociais, temos, via de regra, contratos em que o contratante adere às normas adotadas pelo organismo internacional.

A União, República Federativa do Brasil, figura como avalista da operação, assumindo a condição de garantidora e devedora primária pelos pagamentos devidos e assumidos pelo Município do Rio de Janeiro, conforme contrato de garantia a ser assinado por esta.

A maioria das cláusulas integrantes dos instrumentos reveste-se de caráter preponderantemente técnico financeiro, tais como aplicação de taxa de juros, critérios de amortização, percentuais de atualização e multa por inadimplemento, cuja avaliação compete ao órgão técnico da Secretaria Municipal de Fazenda e Planejamento, sendo certo que, consoante o Ofício nº SMF-OFI-2023/08033, de 20 de outubro de 2023, acostado aos presentes autos, atestou que as obrigações constantes dos aludidos instrumentos são exequíveis.

III. CONCLUSÃO

Por todo o exposto, concluo que **as obrigações constantes das minutas dos instrumentos contratuais negociados, relativos aos contratos de empréstimo e de garantia da União (fls. 15-31) de que trata o presente feito (Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro – Etapa II – Rio Sustentável), são legais e exequíveis**, confirmando que esta d. Procuradoria-Geral do Município do Rio de Janeiro conhece o aludido acordo e concorda com seus termos.

Ressalto que para encaminhamento ao Senado deverá ser apresentada tradução, que não necessita ser juramentada, dos aludidos instrumentos, circunstância que, uma vez cumprida, não requererá novo encaminhamento a este órgão jurídico, sendo a presente manifestação válida igualmente em relação à aludida tradução.

Rio de Janeiro, 24 de outubro de 2023.

ANTONIO CARLOS DE SA
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Dados: 2023.10.24 11:28:19 -03'00'

ANTONIO CARLOS DE SÁ

Procurador do Município

Coordenador de Atuação Estratégia

Gabinete do Procurador-Geral

Mat. 11/176.131-1

Prefeitura da Cidade do Rio de Janeiro • Procuradoria-Geral do Município
Travessa do Ouvidor, nº 4 – Centro – Rio de Janeiro – RJ – Cep 20040-040
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DIÁRIO OFICIAL DA UNIÃO

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Órgão: Ministério do Planejamento e Orçamento/Comissão de Financiamentos Externos

RESOLUÇÃO Nº 5, DE 9 DE MAIO DE 2023

O Presidente da Comissão de Financiamentos Externos - Cofiex, no uso de suas atribuições conferidas pelo Parágrafo Único do Art. 7º do Decreto nº 9.075, de 6 de junho de 2017, e tendo em vista o deliberado na 165ª Reunião da Cofiex, ocorrida em 27 de abril de 2023, resolve:

Autorizar, a preparação do projeto, nos seguintes termos:

1. Nome: Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro - Etapa II

2. Mutuário: Município do Rio de Janeiro - RJ

3. Garantidor: República Federativa do Brasil

4. Entidade Financiadora: Banco Internacional para Reconstrução e Desenvolvimento - BIRD

5. Valor do Empréstimo: até USD 135.238.245,00

RENATA VARGAS AMARAL
Secretária-Executiva

GUSTAVO JOSÉ DE GUIMARÃES E SOUZA
Presidente da Cofiex

LEIS PROMULGADAS

DECRETO LEGISLATIVO Nº 1.587/2022: Publique-se.
9.11.2022
EDUARDO PAES

Faço saber que, com fulcro no artigo 56, inciso IV, da Lei Orgânica do Município, tendo em vista a aprovação, na Sessão de 1º de novembro de 2022, do Projeto de Decreto Legislativo nº 147, de 2022, de autoria da Comissão de Justiça e Redação, a Câmara Municipal do Rio de Janeiro decreta e eu promulgo o seguinte

DECRETO LEGISLATIVO Nº 1.587, DE 3 DE NOVEMBRO DE 2022.

Dispõe sobre a autorização ao Poder Executivo a contratar empréstimo com o Banco Internacional para Reconstrução e Desenvolvimento - BIRD, nos termos do Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro - Etapa II, com a garantia da União e dá outras providências.

Art. 1º Para fins de aplicação do disposto no art. 3º da Lei Complementar Federal nº 178, de 13 de janeiro de 2021, fica autorizado o Poder Executivo a, em nome do Município do Rio de Janeiro, contratar operação de crédito externa junto ao Banco Internacional para Reconstrução e Desenvolvimento - BIRD até o valor de US$ 140.000.000,00 (cento e quarenta milhões de dólares), no âmbito do Projeto de Ajuste e Desenvolvimento Sustentável do Rio de Janeiro - Etapa II, na modalidade *Development Policy Loan* - DPL (Empréstimo para Políticas de Desenvolvimento), observadas as disposições legais em vigor para a contratação de operações de crédito, em especial a Lei Complementar Federal nº 101, de 4 de maio de 2000 e a Lei Complementar Federal nº 178/2021, as normas do BIRD e as condições específicas.

Parágrafo único. Os recursos resultantes da operação de crédito autorizada neste artigo serão aplicados em ações voltadas à promoção do equilíbrio fiscal do Município do Rio de Janeiro.

Art. 2.º Fica o Poder Executivo autorizado a vincular, como contragarantia à garantia da União, à operação de crédito de que trata este Decreto Legislativo, em caráter irrevogável e irretratável, a modo "*pro solvendo*", as receitas a que se referem os arts. 158 e 159, inciso I, alíneas "b", "d" e "e", complementadas pelas receitas tributárias estabelecidas no art. 156, nos termos do § 4º do art. 167, todos da Constituição Federal, bem como outras garantias admitidas em Direito.

Art. 3º Os recursos provenientes da operação de crédito a que se refere este Decreto Legislativo deverão ser consignados como receita no Orçamento ou em créditos adicionais, nos termos do inciso II do § 1º do art. 32, da Lei Complementar Federal nº 101/2000.

Art. 4º O Poder Executivo fará incluir nas propostas orçamentárias anuais, inclusive nas relativas ao Plano Plurianual, durante o prazo que vier a ser estabelecido para o empréstimo, dotações suficientes à cobertura das responsabilidades financeiras do Município, decorrentes da execução deste Decreto Legislativo.

Art. 5º O Poder Executivo editará os atos necessários à regulamentação deste Decreto Legislativo.

Art. 6º Este Decreto Legislativo entra em vigor na data de sua publicação.
Câmara Municipal do Rio de Janeiro, 3 de novembro de 2022.
Vereador **CARLO CAIADO**
Presidente

ATOS DO PREFEITO

DECRETO RIO Nº 51628 DE 9 DE NOVEMBRO DE 2022

Dispõe sobre o reajuste, repactuação e revisão de preços nos contratos pela Administração Municipal Direta, das fundações e autarquias, e dá outras providências.

O PREFEITO DA CIDADE DO RIO DE JANEIRO, no uso das atribuições que lhe são conferidas pela legislação em vigor, e

CONSIDERANDO a garantia constitucional inserta no art. 37, inciso XXI da Constituição Federal;

CONSIDERANDO as obrigações legais instituídas pelos artigos 40, inciso XI, 65, II, "d" e 55, inciso III, da Lei nº 8.666, de 1993 e pelos artigos 6º, LVIII, 124, II, "d" e 135 da Lei 14.133, de 2021;

CONSIDERANDO que os contratos de serviços contínuos, com regime de dedicação exclusiva ou preponderância de mão de obra requerem tratamento diferenciado por sua própria condição;

CONSIDERANDO a necessidade de evitar imprecisão ou desequilíbrio no valor contratual praticado, com a violação aos princípios da eficiência e da economicidade, em razão da precificação incerta ou exagerada de um risco,

DECRETA:

CAPÍTULO I
DISPOSIÇÕES PRELIMINARES

Art. 1° Este Decreto dispõe sobre a concessão de reajuste, repactuação e revisão dos preços dos contratos no âmbito da Administração Direta, das Autarquias e Fundações.

Art. 2° Para os fins deste Decreto são adotadas as seguintes definições:

I - **revisão ou reequilíbrio econômico-financeiro em sentido estrito**: restabelecimento da equação financeira originariamente pactuada entre as partes, quando esta tenha sido alterada por fatos imprevisíveis, fatos previsíveis, porém de consequências incalculáveis, retardadores ou impeditivos da execução do ajustado, ou, ainda, caso de força maior, caso fortuito ou fato do príncipe, que configurem álea econômica extraordinária e extracontratual;

II - **reajuste em sentido estrito**: forma de manutenção do equilíbrio econômico-financeiro de contrato consistente na aplicação do índice de correção monetária previsto no contrato, que deve retratar a variação efetiva do custo de produção, admitida a adoção de índices específicos ou setoriais;

III - **repactuação**: forma de manutenção do equilíbrio econômico-financeiro de contrato utilizada para serviços contínuos com regime de dedicação exclusiva de mão de obra ou predominância de mão de obra, por meio da análise da variação dos custos contratuais, devendo estar prevista no edital com data vinculada à apresentação das propostas, para os custos decorrentes do mercado, e com data vinculada ao acordo, à convenção coletiva ou ao dissídio coletivo ao qual o orçamento esteja vinculado, para os custos decorrentes da mão de obra;

IV - **apostila**: ato administrativo de anotação e registro no contrato, emitido pelo gestor público legalmente competente, utilizado em situações previstas no contrato como, por exemplo: atualizações, compensações ou penalizações financeiras decorrentes das condições de pagamento; reajustes, alterações na razão ou na denominação social do contratado; empenho de dotações orçamentárias, etc.

V - **termo aditivo**: instrumento jurídico que formaliza alterações processadas nos contratos administrativos, relacionadas às suas cláusulas.

Art. 3° A periodicidade e os critérios de repactuação e reajuste de preços deverão ser previamente estabelecidos nos instrumentos convocatórios de licitação ou nos atos formais de sua dispensa ou inexigibilidade.

Parágrafo único. O ato convocatório e o contrato deverão indicar a modalidade adotada: se reajuste em sentido estrito, com a previsão de índices específicos ou setoriais, ou se repactuação, pela demonstração analítica da variação dos componentes dos custos.

CAPÍTULO II
DO REAJUSTE

Art. 4° O reajuste em sentido estrito consiste na aplicação de índice de correção monetária estabelecido no contrato, que retratará a variação efetiva do custo de produção, admitida a adoção de índices específicos ou setoriais.

§ 1° É nula de pleno direito qualquer estipulação de reajuste em desconformidade com o Decreto Rio nº 43.612 de 6 de setembro de 2017, ou suas alterações posteriores.

§ 2° A periodicidade nos contratos de que trata o § 1° será contada a partir do orçamento estimado.

Art. 5° Para fins de adoção de índices pré-fixados de reajuste, os gestores observarão o critério da especialidade e da setorialidade, analisando se para o objeto contratual há índice específico de reajuste.

§ 1° Na falta de índice de reajuste específico para o objeto, será utilizado o IPCA-E.

D.O. RIO
Diário Oficial do Município do Rio de Janeiro
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PREFEITURA DA CIDADE DO RIO DE JANEIRO

Empresa Municipal de Artes Gráficas S/A

Imprensa da Cidade

Diretor Presidente: Mônica Valéria Blum Mêda

Diretoria de Administração e Finanças: Vania Carmo do Nascimento

Diretor Industrial: André Felipe da Fonseca Gelli

A CAPA DO DIÁRIO OFICIAL É PRODUZIDA PELA SECRETARIA MUNICIPAL DE GOVERNO E INTEGRIDADE PÚBLICA

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