**ANNEX III**

**BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.**



CONTRACT [NUM]/CABW/2018

**INVITATION FOR BID 184705/CABW/2018**

**PAG 67102.184705/2018-31**

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| --- | --- |
| PAG Nº: **67102.184705/2018-31**  CONTRACT Nº [**NUMBER]/CABW/2018** | SELLING **9 (nine) MIRAGE 2000 AIRCRAFTS** (PROJECT F-2000), IN NO-FLIGHT CONDITION, BETWEEN THE FEDERAL UNION, REPRESENTED HEREWITH BY THE BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C., AND COMPANY [COMPANY NAME] |

The Federal Government, through the Brazilian Aeronautical Commission in Washington, with main offices located at **1701 22nd St N.W. Washington, D.C. 20008,** represented herein by your Expenses Supervisor, **Col LEONARDO GUEDES**, in the use of his legal attributions and as per Art 61 of Brazilian Federal Law nº 8,666/93, hereinafter referred to as the CONTRACTING PARTY, and the company [CONTRACTED PARTY NAME],located at [ADDRESS], ZIP CODE [ZIP CODE], [State], henceforth referred to as the **CONTRACTED PARTY**, represented by Mr. [LEGAL REPRESENTATIVE] bearer of ID Card N [NUMBER], and based on PAG 67102.184705/2018-31, as well as on the final outcome of Bid Nº. **184705/CABW/2018**, according to the principles of Brazilian Law Nº 8,666/93, and other related legislation, decide to stipulate this CONTRACT and execute this agreement, in according with the following terms and conditions:

# DEFINITIONS

## In order to facilitate comprehension of terminology and simplify the composition of the text, the following abbreviations and phrases were adopted, with the meanings provided beside them:

## BACW- Brazilian Aeronautical Commission in Washington, DC; (CABW)

## COMAER- Aeronautical Command;

## CONTRACTED PARTY- Winning Bidder in the Bidding Process, after issue of ratification (“Homologation”) and Bid Award (“Adjudication”);

## CONTRACTING PARTY- The Brazilian Federal Union-Aeronautical Command, represented by the Brazilian Aeronautical Commission in Washington D.C.(BACW);

## CONTRACT- The agreement which the Public Administration (CONTRACTING PARTY), acting in this capacity, signs with other Administrative Body (CONTRACTED PARTY), for the purpose of contracting the aeronautical services contemplated here under the conditions established by the Public Administration itself. Within the scope of this document, it is referred to the future contract to be signed between the CONTRACTING PARTY and the CONTRACTED PARTY;

## DOU- Official Gazette;

## FAA – Federal Aviation Agency;

## FAB- Brazilian Air Force;

## MONITOR – Administration Agent especially appointed as its representative to monitor and oversee Contract performance, whereby the sub-contracting of third parties is permitted to assist and provide information pertaining to its duties in the situations in which his technical knowledge is not sufficient to perform them;

## MONITORING: Generic term for the activity exercised by the Administration Agent acting as Contract Monitor, or by a specifically and systematically appointed Commission, for the purpose of verifying compliance with contractual provisions and with complementary orders issued by the Administration regarding Contract Execution, in all its aspects, for the purpose of identifying deviations and taking corrective measures, or- when outside of its sphere of competence, forwarding them to a higher-ranking authority;

## ICA- Aeronautical Command Normative;

## Brazilian Law Nº 8.666: Law dated June 21, 1993, governing art. 37, Line XXI, of the Federal Constitution [of Brazil], establishes rules for the Public Administration’s solicitations and contracts, and provides other guidelines. It establishes general rules or norms on administrative contracts and solicitations relating to projects, services, including advertising, purchases, divestments and rentals within the scope of the Powers of the Union, its States, Federal District and Municipalities;

## BIDDER- Company submitting a proposal to the Bidding Process;

## PAAI- Formal internal administrative process consisting in the log of all acts and inquiries into the administrative events, which are necessary to clarify and review judgments by the Competent Authority, allowing due process, and possibly culminating in the application of the administrative sanctions established by Law;

# CLAUSE- OBJECT

## Selling **9 (nine) Mirage 2000 aircrafts** (Project F-2000), in no-flight condition, in accordance with Annex I of this CONTRACT.

## For all intents and purposes, the following ANNEXES are an integral part of this CONTRACT, regardless of whether they exist or not, they are noted below:

ANNEX A- LIST OF AIRCRAFT;

ANNEX B- PRICE PROPOSAL MODEL;

ANNEX C- CONTRACT DRAFT IN PORTUGUESE;

# CLAUSE – LANGUAGE

## It is hereby agreed between the parties that the language for this CONTRACT, for the purposes of its records, correspondence, and any other matter, shall be **English**, with a translation **into Portuguese,** which shall form an integral part of the Contract, as per **ANNEX C** replicating the same content and featuring the same signatures from both parties and witnesses.

# CLAUSE- OBLIGATIONS

## The CONTRACTED PARTY commits to the following:

## Faithfully fulfill this CONTRACT, executing the object in its entire and exclusive responsibility;

## Keep updated the address, telephone (s), fax and electronic mail to contact its responsible or designated agent to receive communication of occurrences related to the object of this Contract;

## Present and maintain updated list of the persons allocated in any capacity to the execution of the removal of the object of this Contract from the Brazilian Air Force’s facilities;

## Consult the CONTRACT MONITOR whenever there is a need for clarification regarding the subject matter of this CONTRACT;

## Comply with the requirements of the CONTRACTING PARTY regarding the execution of the removal of the object of this CONTRACT;

## Recruit on its behalf and under its sole and exclusive responsibility the employees necessary for the perfect execution of the removal of the object of this Contract from the Brazilian Air Force’s facilities, being responsible for making all the payments of salaries, based on the salary and other rights set for each category, by means of an agreement or collective labor agreement, normative sentence or other form provided by law. The fulfillment of other labor, fiscal and commercial obligations, including liability arising from accidents, indemnities and insurance and any others, as a result of being an employer, without any solidarity of the CONTRACTING PARTU, also, with the social security obligations;

## Not disclose any information to which it has access or that it has become aware as a result of the execution of the removal of the object of this CONTRACT, without the written authorization of the CONTRACTING PARTY.

## Maintain, throughout the execution of the CONTRACT, all conditions of qualification and financial qualification of the solicitation in compatibility with the obligations assumed in this CONTRACT, informing the BACW about an act or fact that changes the initial conditions of the qualification;

## The complete removal of the Aircrafts, object of this Contract, under the supervision of the CONTRACTING PARTY, or other Military Organization designated for this purpose, observing the provisions of this CONTRACT;

## Bear all expenses related to insurance, taxes, fees and services, salary payments, social charges provided for in labor, social security, tax and any other expenses arising from their status as employer, regarding the execution of the object of this CONTRACT, including registrations , reproductions and authentications of the Contract and related documents, if necessary, including any and all expenses necessary for the removal of material from ALA 1, ALA 2 and Brazil.

## All provisions and obligations established in the specific labor accident legislation, when, in cases of such kind, the employees or agents assigned to the execution of the object of this CONTRACT are victims in the performance of the removal of the object or in connection with it.

## The CONTRATACTING PARTY, with assistance from the MONITORING team, duly appointed to this end, shall be obligated to:

## Provide all conditions to enable the CONTRACTED PARTY to perform the services, in accordance with the provisions of the CONTRACT, INVITATION FOR BID and their ANNEXES.

### Demand the fulfillment of all obligations undertaken by the CONTRACTED PARTY in accordance with the provisions set forth in the BASIC PROJECT PLAN, in the CONTRACT, and in the terms and conditions of its proposals;

### Exercise oversight over all Administration agents specifically appointed to this task, who may record any flaws encountered;

### Notify the CONTRACTED PARTY in writing of any irregularities in the performance of the services, establishing a timeframe for their correction as per ICA 12-23;

### Certify that, throughout CONTRACT execution, all eligibility and qualification requirements set forth in the bid shall be maintained, in accordance with the obligations undertaken by the CONTRACTED PARTY.

# CLAUSE- CONTRACT AMOUNT

## The total Contract amount is **US$ [VALUE] (AMOUNT)**, in accordance with the PRICE PROPOSAL from the CONTRACTED PARTY, in accordance with the amount offered per aircraft as follows:

|  |  |  |
| --- | --- | --- |
| BATCH | | |
| Aircraft | OFFERED VALUE | Location of the Aircraft |
| FAB 4933 |  | Ala 2 - Anápolis-GO Brasil |
| FAB 4949 |  | Ala 1 - Brasília-DF Brasil |
| FAB 4940 |  | Ala 2 - Anápolis-GO Brasil |
| FAB 4941 |  | Ala 2 - Anápolis-GO Brasil |
| FAB 4942 |  | Ala 2 - Anápolis-GO Brasil |
| FAB 4943 |  | Ala 2 - Anápolis-GO Brasil |
| FAB 4944 |  | Ala 2 - Anápolis-GO Brasil |
| FAB 4945 |  | Ala 2 - Anápolis-GO Brasil |
| FAB 4947 |  | Ala 2 - Anápolis-GO Brasil |
|  |  |  |

* 1. The contract amount shall include all expenses resulting from the acquisition of the aircraft, directly or indirectly, including but not limited to: all costs such as taxes and / or taxes, social contributions, expenses, insurance, workers compensation, civil liability insurance, labor, social security, tax, administration fees, equipment, materials, transportation expenses, insurance, licenses, authorizations, formalities necessary to transport the object of this solicitation outside Brazil and all and any other costs or fees necessary for the execution of the object of the CONTRACT, in accordance with the terms of the Invitation to Bid and its Annexes

# CLAUSE- SUBCONTRACTING

## Subcontracting is not permitted for this solicitation.

# CLAUSE- TERMS

## Validity Term

## This Contract’s validity term shall be **120 (one-hundred and twenty) days** starting on signature date.

## Under exceptional circumstances, with proper justification and approval by a higher-ranking authority, the validity term may be extended by 12 months, as per §1º of Art. 57 of Law Nº 8,666/93.

## Execution Time

### The Contract’s execution time shall be **60 (sixty) days**, starting on the issue of the respective Service Order, i.e. the document signed by the CONTRACTING PARTY’s legal representative, authorizing the commencement of service performance.

### The issuance of a Service Order is subject to the full payment of the offered value, as well as the approval from the French Government.

## Timeframe for Aircrafts Removal

## The winning bidder shall remove the acquired aircrafts within 60 (sixty) days, after the issuance of the Service Order.

## Payment Processing Time

### The winning bidder shall perform the full payment within 5 (five) days from the Contract execution.

# CLAUSE- PERFORMANCE LOCATION

## The aircrafts are located on ALA 1 in Brasília-BRAZIL and ALA 2 in Anápolis-BRAZIL, as per the following addresses:

## **ALA 1 (Brasília Air Base)**, located in the Military Area of ​​Brasília-DF International Airport, Brazil, CEP: 71.607-900.

## **ALA 2 (Anápolis Air Base)**, located at BR-414, Km4, Anápolis-Goiás, Brazil, CEP: 75.024-970.

# CLAUSE- CHANGES TO THE CONTRACT

## The offered value by is fixed and firm.

# CLAUSE- PAYMENT

## Payment term shall be 5 (five) business days starting on date of Contract execution.

## The payment shall be made in full in U.S. Dollars (US$), being the CONTRACTED PARTY required to contact the FINANCIAL DIVISION of the CONTRACTING PARTY during business days and operative time (7:15 am to 12 pm and 1 pm to 3:15pm), with the objective of obtaining the instructions for performing the payment.

# CLAUSE- MONITORING

## The MONITORING must be performed by members of the Administration, specifically appointed by the Administration.

## The MONITOR shall note in his records all events related to the performance of the Contract.

## The monitoring of contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY’S responsibility, also before third parties, due to any irregularity, even if arising from technical imperfections, flaws or inadequate use of equipment, and when these incidents occur, they do not imply any responsibility by the CONTRACTING PARTY, its representatives or employees.

# CLAUSE – REMOVAL OF OBJECT

## The CONTRACTED PARTY shall remove the acquired aircrafts within 60 (sixty) days, after the issuance of the Service Order, in the ALA 1 and ALA 2, in accordance with item 18 of this Invitation for Bid.

## The CONTRACTING PARTY shall officially communicate to the CONTRACTED PARTY, through the issuance of the Service Order, for the release of the object of the CONTRACT.

## The removal of the object of the CONTRACT shall depend on prior coordination with the CONTRACT MONITOR indicated by the CONTRACTING PARTY regarding security aspects and schedules for its operationalization.

## In case the CONTRACTED is unable to remove the aircrafts within the specified period, it must formalize the request with an explanatory statement and submit it to the Expenses Supervisor of the CONTRACTING PARTY, regardless of the applicable sanctions.

## All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT or that need an evaluation shall be presented to the MONITOR, for consideration by the Expenses Supervisor (BACW’s Chief).

# CLAUSE – FORCE MAJEURE AND UNFORSEEABLE EVENTS

## Unforeseeable or Force Majeure events must be notified in writing the CONTRACTING PARTY’s EXPENSES SUPERVISOR, through the MONITORING team, so that it may decide the appropriate course of action, provided it has been proven that such events affected the services/materials provided in accordance with the Object of this CONTRACT.

## For the purpose of this CONTRACT, events shall be considered unforeseeable or Force Majeure, if they fit the legal definition provided in the single paragraph of Art. 393 of the Brazilian Civil Code, in accordance with Line II, §1º, Art. 57 of Law Nº 8.666/93.

# CLAUSE- ADMINISTRATIVE SANCTIONS AND PENALTIES

## The application of administrative sanctions must take into account the gravity of the failure, its recurrence, the damage caused to Public Interest and the loss caused to the Administration.

## Failure to fulfill the CONTRACT in full or in part, or any breach of the obligations set forth in the CONTRACT, shall subject the CONTRACTED PARTY to the following penalties, without exclusion of other civil and criminal penalties, and to any and all damages and resources available to the contract by the CONTRACTING PARTY, in the terms of the CONTRACT or applicable legislation, ensuring due legal process:

## A WARNING is the administrative sanction which shall be applied when the CONTRACTED PARTY should breach, for the first time, the obligations associated with contractual timelines, or for the submission of an invoice with a mistake or in case of non-compliance of guidelines received from the Inspection team within 48 (forty-eight) hours starting from the time of notification from the MONITORING team. In order to issue this Warning, a PAAI must be generated.

### A WARNING shall not be issued in cases of recurring faults in the same category of breach of contractual obligations.

### The FINES referenced in Line II, of art. 87 (such as, for example, due to total or partial failure to execute the Contract) of Law nº 8.666/93, may be defined and applied:

### For total or partial non-execution of Contract:

### A fine may be applied for partial non-execution in the adjustment amount of 0.2% (two tenths of a percentage point), of the CONTRACT amount, if the CONTRACTED PARTY fails to comply with any amended condition of the CONTRACT; and

### If the CONTRACTED PARTY should cause termination, a fine will be applied for total non-execution of agreement in the amount of 10% (tem percent) of updated total CONTRACT value, without excluding a delinquency fine and any other sanctions set forth in Art. 87 of Law Nº 8.666/93.

## After ensuring the Contracted Party’s right to defense, within a period of 5 (five) business days, a fine for total or partial non-execution of the CONTRACT may be applied, in addition to the administrative sanctions set forth in Lines I, III and IV, of art. 87, of Law Nº 8.666/93.

## The CONTRACTING PARTY must inform the CONTRACTED PARTY of the amount to be collected, after exhausting all administrative appeals, and the right to ample defense; the CONTRACTING PARTY shall deduct the amount from balances to be paid from executed services.

### If payment is not fulfilled in the above manner, the fines owed will be deducted, activating the CONTRACT’S financial guarantee.

## After the actions described in the previous items, should money still be owed for the payment of the fine, the CONTRACTING PARTY’S Expenses Supervisor (Chief or Deputy), if applicable, shall submit the process to the National Treasury General Attorney’s Office (PGFN), for analysis for the purpose of entering the sanctioned company in the Federal Unpaid Debt List [‘Dívida Ativa da União’-DAU] and/or allow judicial process, based on the amount owed.

## The application of a fine does not exempt the CONTRACTED PARTY from compensation for damages, losses and injuries it may cause the Administration through its punishable act, which also does not exclude the possibility other administrative penalties may be applied.

## The application of the above fines are subjected to appeal period of 5 (five) business days.

## Temporary suspension from participating in BIDDING PROCESS and impediment from entering into a Contract with the Administration shall be applied, within the COMAER, to the following degrees:

## **For up to 30 (thirty) days**:

## Non-compliance with timeframe established for corrective measures, as of application of warning sanction; and

## For the disruption of any action in the open sessions of the BIDDING PROCESS.

## **For up to 3 (three) months:**

## Withdrawal of proposal, in the absence of a reason associated with an unforeseen event;

## Claim that the prices offered are inviable;

## Submission of an appeal as an obvious delaying tactic.

## **For up to 6 (six) months:**

## Refusal by the winning bidder, summoned within the valid timeframe of its proposal, to sign or accept the contract, or withdrawal of equivalent instrument;

## Failure to submit a Contract financial guarantee, as per the INVITATION FOR BID;

## Repeated occurrence of a punishable act as established in sub-items 14.8.1 and 14.8.2 of this item, in under 24 (twenty-four) months;

## Application of a second administrative sanction fee within the same Contract;

## Application of two administrative sanction warnings and one fine, within the COMAER, within 12 (twelve) months, and failure by the supplier to undertake the necessary corrective measures in the timeframe prescribed by the Administration; and

## Application of two administrative sanction fine within the COMAER in 12 (twelve) months, and failure by the supplier to take the necessary corrective measures in the timeframe prescribed by the Administration;

## **For up to 12 (twelve) months:**

## If the CONTRACTED PARTY delays the execution of service without a reason, resulting in contractual termination;

## If the CONTRACTED PARTY does not pay/extinguish the fine in the established timeframe, in situations in which it is not possible to deduct its amount from the guarantee or the credits associated with the completed installments; and

## In case of repeated punishable defaults per description provided in sub-paragraph ‘14.8.3’, in less than 36 (thirty-six) months;

## **For up to 24 (twenty-four) months:**

## In case of unlawful act, for the purpose of interfering with the Bid Objectives, such as forming a cartel;

## Submission of ‘fraudulent’, ‘adulterated’, ‘false’ or ‘falsified’ documents;

## Issue of a ‘false statement’;

## Final sentence of felonious tax fraud in the collection of taxes associated with the contract;

## Suspension of service without just cause and without notifying the Administration in advance;

## Delivery of ‘falsified’ or ‘adulterated’ supplies, using artifice to deceive the Administration;

## Repeated non-execution of Contract resulting in grave damages to the Administration; and

## Repeated occurrence of punishable default as defined in sub-paragraph 14.8.4. in under 48 (forty-eight) months.

## For the purposes of this Bid, as regards the application of an administrative sanction for the temporary suspension from solicitations and debarment from entering into contracts with the Administration, the term ‘Administration’ should be interpreted as COMAER.

## Non-execution of the CONTRACT is defined as failure to complete the provision of services in accordance with the technical specifications provided in this INVITATION FOR BID.

## Inadequate behavior is defined as the intentional attempt to deceive or corrupt the Administration, or any of its agents, for the purpose of obtaining illicit advantages.

## The PAAI pertaining to the Declaration of Unfitness shall be sent to the Defense Ministry, per the appropriate chain of command, after issue of opinion by COJAER, given the State Minister’s exclusive competence in applying sanctions. The sanction may be applied in any of the following ways:

### If the company has received a final sentence due to the practice of fiscal fraud with felonious intent in collection of any taxes.;

### If the company or professional committed an unlawful act, for the purpose of interfering with the bidding process’s objectives;

### If the Administration should verify that the company or professional is not, in fact, fit to enter into a Contract due to unlawful committed by it; or

### If the Brazilian Audit Court [‘Tribunal de Contas da União’] has verified the proven existence of fraud in the bidding process.

## The criteria for issuing a Declaration of Unfitness, which may not exceed 5 (five) years per current legislation, shall be submitted to COJAER, for further submission to the Defense Secretary. Rehabilitation further to this sanction may be claimed by the interested party 2 (two) years after its application.

## In issuing a Declaration of Unfitness, the suggested sanction shall be indicated, for inclusion -in the respective PAAI, for the purpose of rehabilitating the supplier- of the amount to be reimbursed, legal surcharges and other applicable obligations.

# CLAUSE- LINKAGE

## This CONTRACT is bound to the INVITATION FOR BID Nº184705/CABW/2018, to the CONTRACTED PARTY’s Price Proposal, submitted by [COMPANY NAME] to the BACW.

# CLAUSE – TERMINATION

## In accordance with the dispositions of Article 78 of Law Nº 8.666 / 93 (Brazil), the following are sufficient reasons to terminate the Contract;

## Not performing of contract clauses, specifications, projects and timeframes

## Irregular fulfillment of contract clauses, specifications, projects and timeframes;

## Slowness in execution, leading the CONTRACTING PARTY to prove it is inviable to complete services within the established timeframes;

## Unjustified delay in starting the service;

## Interruption in the service, without just cause, and without advance warning to the CONTRACTING PARTY;

## Total or partial subcontracting of the object, the CONTRACTED PARTY’s partnership with other companies, total or partial transfer, such as a merger, split or incorporation, in forms not allowed by the INVITATION FOR BID and this CONTRACT;

## Non-compliance with the orders issued by the authority appointed to oversee and inspect the performance of services, or of higher-ranking authorities;

## Repeated errors in execution, recorded as prescribed by §1º of Art. 67, Law N° Lei 8.666/93;

## Filing for bankruptcy or enactment of civil insolvency;

## Dissolution of the company or death of the contracted individual;

## Corporate change or modification of the CONTRACTED PARTY’s purpose or structure, in a manner which compromises CONTRACT performance;

## Public interest reasons (Brazil), of great importance, and widely known, justified and ordered by a higher-ranking executive authority with jurisdiction over the CONTRACTING PARTY, based on an administrative proceeding established in the CONTRACT;

## Suspension of services, based on written order from the CONTRACTING PARTY, for a period of over 120 (one hundred and twenty) days, except in cases of natural disaster, civil unrest or war, or repeated suspensions adding up to the same length of time. In addition to the payment required as indemnification to the CONTRACTED PARTY, The CONTRACTED PARTY is also entitled to suspend the fulfillment of its obligations until normalcy is restored;

### A delay greater than 90 (ninety) days in the payments owed by the CONTRACTING PARTY, for completed and accepted services, deliveries and work, except in case of disasters, domestic disorder or wars. The CONTRACTED PARTY shall be entitled to suspend the fulfillment of its obligations until normalcy is restored;

### Failure by the CONTRACTING PARTY to make available the facilities or object for the performance of services within the established deadlines;

### Unforeseeable or Force Majeure events, preventing Contract Execution, a fact which shall be deem proved; and

### Non-compliance with line V, Art. 27 of Law Nº 8.666/ 93, without excluding applicable criminal sanctions.

## The termination shall be formally recorded in accordance with the law, ensuring the right to due legal process and ample defense;

## The termination of this CONTRACT may be:

## Unilaterally decided (if justified) by the CONTRACTING PARTY in the events listed in items 16.1.1 through 16.1.12 e 16.1.16 of this Clause;

### It may be amicable, further to agreement between the parties, recorded in an amendment to the CONTRACT, provided this is in the CONTRACTING PARTY’S interest; and

### Judicially, in accordance with applicable legislation.

## Administrative or amicable terminations must be preceded by a written authorization, with adequate justification by the competent authority.

## 

# CLAUSE- CHOICE OF LAW

* 1. This CONTRACT shall be processed and interpreted in accordance with the principles of Law N°8.666/93, and shall be governed and executed in accordance with the laws of the District of Columbia, including the Uniform Commercial Code, as adopted in the District of Columbia, without regard to any choice of law or conflict of laws  
     doctrines that might otherwise be applied. The UN Convention on Contracts for the International  
     Sale of Goods shall have no application to this CONTRACT.
  2. The parties agree to make a diligent, good faith attempt to amicably resolve any conflicts before either party initiate litigation in the terms of Clause 14 of this CONTRACT.
  3. Any controversy or complaint related to this Contract, such as a Contract violation, must be submitted to the Superior Court or to the United States District Court for the District of Columbia, to the jurisdiction to which the parties irrevocably submit.

# CLAUSE- NOTIFICATIONS AND CORRESPONDENCE

## All correspondence, reports and notifications arising from the execution of this CONTRACT shall be made in writing and shall only be considered to be received by the CONTRACTING PARTY and the CONTRACTED PARTY, and must be delivered to the addresses indicated below by one party to the other party or from any other addresses that may be communicated by the PARTIES, throughout the validity of this CONTRACT.

**CONTRACTING PARTY**

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

Attn: Contract Department

1701 22nd Street NW, Washington, D.C. 20008 - USA

Phone: 202/518-7359

Fax: 202/483-4684

E-mail: [con@cabw.org](mailto:con@cabw.org)

**CONTRACTED PARTY**

CONTRACTED PARTY’S NAME

Attn: Mr./Ms. [Name of Legal Representative]

ADDRESS:

Telephone:

Fax

Email:

# CLÁUSULA - CONFIDENTIALITY

## As CONFIDENTIAL INFORMATION must be used exclusively for the purposes of the CONTRACT and negotiations between the CONTRACTED PARTY and the CONTRACTNG PARTY.

# CLAUSE- NUMBER OF COPIES

## It is agreed that this Contract shall be issued in 2 (two) original copies, of equal form and content.

### (One) original for the CONTRACTING PARTY; and

### (One) original for the CONTRACTED PARTY.

## In witness thereof, the parties sign this CONTRACT in 2 (two) original copies, of equal form and content in the presence of the undersigned witnesses

Washington DC, **[MM]/[DD]/[YEAR].**

**For the CONTRACTING PARTY**

\_\_\_\_\_\_\_\_\_\*MINUTA/DRAFT\*\_\_\_\_\_\_\_\_\_

BACW’s Chief

**For the CONTRACTED PARTY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME

**WITNESSES FOR THE CONTRACTING PARTY**

\_\_\_\_\_\_\_\_\_\*MINUTA/DRAFT\*\_\_\_\_\_\_\_\_\_

Internal Control Agent

\_\_\_\_\_\_\_\_\_\*MINUTA/DRAFT\*\_\_\_\_\_\_\_\_\_

CONTRACT MONITOR

**WITNESSES FOR THE CONTRACTED PARTY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME: ................................ID N°............

**ANNEX A**

**AIRCRAFT LIST**

**ANNEX B**

**PRICE PROPOSAL**

**ANNEX C-**

**CONTRACT DRAFT IN PORTUGUESE**