ANNEX III

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



CONTRACT [CT]/CABW/2020

INVITATION FOR BID 205721/CABW/2020 PAG 67102.205721/2020-99

--MINUTA / CONTRACT DRAFT-

CONTENT

1. DEFINITIONS	
2. CLAUSE – OBJECT	
3. CLAUSE – PERFORMANCE	
4. CLAUSE – LANGUAGE	5
5. CLAUSE – CONDITIONS TO PROVIDING SERVICE	5
6. CLAUSE – OBLIGATIONS	5
7. CLAUSE – DISCRIMINATION OF SERVICE	6
8. CLAUSE – AMOUNT OF THE CONTRACT	
9. CLAUSE - BUDGETARY ALLOCATION	
10. CLAUSE - TERMS	
11. CLAUSE - FINANCIAL GUARANTEE	
12. CLAUSE - CHANGES TO THE CONTRACT	
13. CLAUSE - PRICE ADJUSTMENT	
14. CLAUSE - PAYMENT	
15. CLAUSE - MONITORING	
16. CLAUSE - RECEIPT OF THE OBJECT	
17. CLAUSE – UNFORESEEABLE EVENTS OF FORCE MAJEURE	
18. CLAUSE – VIOLATIONS AND ADMINISTRATIVE SANCTIONS	
19. CLAUSE – LINKAGE	
20. CLAUSE – TERMINATION	
21. CLAUSE – JURISDICTION AND CHOICE OF LAW	
22. CLAUSE – CORRESPONDENCE AND NOTIFICATION	. 11
23. CLAUSE – NUMBER OF THE COPIES	. 12

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 3 of 17

-MINUTA / CONTRACT DRAFT--

PAG N°: **67102.205721/2020-99** CONTRACT N° **[CT#]/CABW/2020** CONTRACT FOR THE SUPPLY FLEET CARD SERVICES THAT ALLOW AUTHORIZED DRIVERS TO **PURCHASE FUEL AND AUTO REPAIR** SERVICES/ITEMS FOR BACW, FOR A PERIOD OF 12 MONTHS, WITH THE POSSIBILITY OF EXTENSIONS UP TO AN AGGREGATE OF 60 MONTHS, WHICH THE BRAZILIAN GOVERNMENT HEREBY ENTERS INTO, THROUGH **BRAZILIAN AERONAUTICAL** THE COMMISSION IN WASHINGTON, AND THE COMPANY [COMPANY'S NAME].

The Brazilian 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 Col Roberto Martire Pires, in the use of his legal attributions, as per Directive no 50, issued by the Ministry of Aeronautics on January 29, 1953, and as per Art. 61 of the Brazilian Federal Law no 8,666/93, hereinafter referred to as the CONTRACTING PARTY, and the company [COMPANY'S NAME], with main offices located at [CITY], ZIP [POSTAL CODE], in the Municipality [STATE/MUNICIPALITY], hereinafter the CONTRACTED PARTY, represented herein by Mr. [LEGAL REPRESENTATIVE'S NAME], bearer of ID no [ID NUMER], and bearing in mind the content of PAG no 67102.205721/2020-99, and the final result of the Invitation for Bid no 205721/CABW/2020, based on the principles of the Brazilian Federal Law no 8,666/93, the Decree no 2.271, of 1997, the Normative Instruction SLTI/MPOG no 2, of April 30, 2008, and related legislation, hereby decide to enter into this agreement and execute this instrument, in accordance with the following terms and conditions:

1. DEFINITIONS

- **1.1.** In order to facilitate the comprehension of terminology and to simplify text composition, the following abbreviations and expressions were adopted, followed by their definitions hereafter:
 - 1.1.1. COMAER Brazilian Aeronautical Command
 - 1.1.2. COMREC Goods and Services Receiving Commission
 - **1.1.3.** CONTRACTED PARTY the natural person or legal entity contracted to perform the services:
 - **1.1.4.** CONTRACTING PARTY- Brazilian Aeronautical Commission in Washington, DC (BACW);
 - **1.1.5.** DISCOUNTS any discount that the CONTRACTED PARTY may offer to the CONTRACTING PARTY into the price per gallon, or overall invoice amount.
 - **1.1.6.** FLEET CARD Plastic card with an electromagnetic chip, barcode or any other means of electronically tracking fueling, repair, and services, and thereafter issuing reports, to be used for the purpose of processing transactions at the CONTRACTED PARTY's network of fueling and services station;
 - **1.1.7.** FLEET CARD AGREEMENT Document provided by the CONTRACTED PARTY with the terms of the FLEET CARD use.
 - **1.1.8.** ICA Aeronautical Command Directive;

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 4 of 17

--MINUTA / CONTRACT DRAFT

- 1.1.9. MO Military Organization;
- **1.1.10.** MONITOR the individual or commission representing the CONTRACTING PARTY before the CONTRACTED PARTY, appointed to systematically monitor the fulfillment of contractual terms and complementary orders issued by the Government, in all their aspects.
- **1.1.11.** MONTHLY CHARGE An Administrative Fee to use the card by the CONTRACTING PARTY.
- 1.1.12. PAG Administrative Management Process;
- **1.1.13.** SET-UP FEE Fee charged to the CONTRACTING PARTY to set-up the account.
- **1.1.14.** TERM OF RECEIPT Document issued by the COMREC attesting and accepting services performed.

2. CLAUSE - OBJECT

2.1. The Contracting of a specialized company to supply fleet card services that allow authorized drivers to purchase fuel and auto repair services/items for BACW by charging said purchases on the fleet card, for a period of 12 months, with the possibility of extensions up to an aggregate of 60 months, seeking the fulfillment of BACW's needs, as per the vehicles presented in the table below:

#	Vehicle	Year	Vin#
1	Ford Truck F750	2006	3FRXF75W16V384988
2	Dodge Sprinter	2008	WD0PE845085316783
3	Chrysler 300S	2012	2C3CCAGG4CH170685
4	Toyota Avalon	2018	4T1BD1EBQJU062307
5	Toyota Sienna	2018	5TDDZ3DC8JS194742
6	Toyota Sienna	2018	5TDDZ3DC2JS194008
7	Toyota Sienna	2018	5TDDZ3DC5JS193760
8	Toyota Sienna	2018	5TDDZ3DCXJS199389
9	Toyota Sienna	2018	5TDDZ3DC6JS208735
10	Toyota Sienna	2018	5TDDK3DC9JS204002
11	Honda Accord	2018	1HGCV1F68JA216238
12	Toyota Highlander	2020	5YDEBRCHSLS004696
13	Honda Accord	2020	1HGCV2F99LA021414

- **2.2.** It is noted that the services related to this BASIC PROJECT must comply with all the laws and regulations set forth by the U.S. Federal Government.
- **2.3.** The estimates detailed in this CONTRACT do not imply any obligation by the CONTRACTING PARTY. The following annexes are integral parts of this contract, regardless of whether or not they are herein transcribed:

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 5 of 17

-MINUTA / CONTRACT DRAFT

ANNEX B - PRICE PROPOSAL FROM THE CONTRACTED PARTY;

ANNEX C - PHYSICAL AND FINANCIAL SCHEDULE; and

ANNEX D - FLEET CARD AGREEMENT.

3. CLAUSE - PERFORMANCE

- **3.1.** The CONTRACT shall be performed on the basis of indirect execution of Lowest Global Price.
- **3.2.** The CONTRACT may undergo quantitative increases or decreases in the estimated demands and values. However, such increases may not exceed 25% of initial contract amount.

4. CLAUSE - LANGUAGE

4.1. It is hereby agreed by the parties that the language of this CONTRACT, for the purpose of documentation, correspondence, and any other interests shall be English.

5. CLAUSE - CONDITIONS TO PROVIDING SERVICE

- **5.1.** The services shall be performed by the CONTRACTED PARTY as described herein and in accordance with the BASIC PROJECT, Annex A.
- **5.2.** The CONTRACTED PARTY shall maintain all the conditions for qualification during the bidding process throughout the validity of this CONTRACT.

6. CLAUSE - OBLIGATIONS

6.1. In addition to that set forth in the Basic Project, the **CONTRACTED PARTY** shall be required to:

6.2. CONTRACTING PARTY'S OBLIGATIONS:

- **6.2.1.** Provide all conditions enabling the CONTRACTED PARTY to perform the services herein in accordance with the terms of the contract and the FLEET CARD AGREEMENT.
- **6.2.2.** Require the fulfillment of all obligations undertaken by the CONTRACTED PARTY, in accordance with contractual terms and proposal terms;
- **6.2.3.** Carry out monitoring of contractual performance, through a specifically appointed employee, recording in a special log any flaws detected, showing the day, month and year, as well as the names of any personnel who may be involved, sharing such observations with the relevant authority for any applicable measures;
- **6.2.4.** Notify the CONTRACTED PARTY, in writing, of any possible imperfections occurred during the performance of the contract, determining a timeline for their correction;
- **6.2.5.** Pay the CONTRACTED PARTY the amount resulting from the rendered services, in accordance with contractual terms;
- **6.2.6.** Zealously ensure that –throughout contract implementation- all eligibility and qualification conditions –required at the time of Contract signature- be maintained, compatibly with the obligations undertaken by the CONTRACTED PARTY.

6.3. CONTRACTED PARTY'S OBLIGATIONS:

6.3.1. Perform the services in accordance with this BASIC PROJECT, and with the CONTRACTED PARTY'S proposal, with the necessary means for the fulfillment of contractual terms:

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 6 of 17

-MINUTA / CONTRACT DRAFT

- **6.3.2.** Repair, correct, remove, rebuild or replace, at its own cost, in full or in part, any activities performed in which performance-related faults, flaws or defects are at the Administration's discretion, by presenting a new methodology for assessment by the Administration.
- **6.3.3.** Be responsible to make the management and operational decisions to meet the quality standards required under this BASIC PROJECT.
- **6.3.4.** Assume civil liability for moral and material damages caused to the Brazilian Nation by its employees', workers', agents' or representatives actions or omissions;
- **6.3.5.** Use, in accordance with the Object of this Basic Project Plan, qualified employees with expertise in the supply of fuel, as per current regulations and norms in place;
- **6.3.6.** Prohibit, during the performance of the contract, the use of employees related to public officers holding a trusted position or committee role at BACW;
- **6.3.7.** Take responsibility for all work-related and fiscal obligations connected with the Contract object;
- **6.3.8.** Maintain throughout contract implementation, compatibly with the obligations undertaken, all eligibility requirements demanded at Bid;
- **6.3.9.** Cover any onus associated with a possible oversight in the amounts and values of its proposal, including as regards variable costs which are dependent on future and uncertain factors;
- **6.3.10.** Provide information and clarification of a technical nature, showing all necessary data and documents, when requested by the MONITOR; and
- **6.4.** Partial or total non-compliance with the responsibilities undertaken by the CONTRACTED PARTY shall result in the application of administrative sanctions, established in the future CONTRACT, including fines, and may culminate in contract termination.

7. CLAUSE - DISCRIMINATION OF SERVICE

7.1. The CONTRACT shall be performed by the CONTRACTED PARTY as described herein and in the BASIC PROJECT, Annex A, and in the FLEET CARD AGREEMENT.

8. CLAUSE - AMOUNT OF THE CONTRACT

8.1. The maximum total amount of the CONTRACT is US\$ [AMOUNT], being initially provided the value of US\$ [AMOUNT] through the Purchase Order no [PO NUMBER], being the remaining US\$ [AMOUNT], the complement for the above mentioned Purchase Order.

9. CLAUSE - BUDGETARY ALLOCATION

9.1. The expenses arising from this contract shall be paid with resources of the item 33.90.39, Action 2000, Work Program: 05.122.2108.2000.00001 received by the BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

10. CLAUSE - TERMS

10.1. Term of Validity

10.1.1. The CONTRACT details the performance of the services over 12 months, in accordance with this Administration's requirements.

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 7 of 17

-MINUTA / CONTRACT DRAFT

- **10.1.2.** The validity may be extended for an additional equal periods of 12 months, in the Administration's interest up the limit of overall 60 months.
- **10.1.3.** The Parties of the CONTRACT may cancel the contract at any time contingency to a 30 days written notification by any party in accordance with the FLEET CARD AGREEMENT.

10.2. Term of Execution

10.2.1. Performance time shall be 365 consecutive days, starting on the day on which the contract is published in the Official Gazette ['Diário Oficial da União'].

10.3. Acceptance Timeframe

10.3.1. The services performed must be accepted by the Administration through an adequately qualified Commission, referred to as COMREC by means of a Term of Receipt.

10.4. Payment Processing Time

10.4.1. The payment processing time shall be up to 30 days, starting on the date on which the Term of Receipt is issued.

11. CLAUSE - FINANCIAL GUARANTEE

11.1. The provision of a Contract guarantee is not required for this contract.

12. CLAUSE - CHANGES TO THE CONTRACT

- **12.1.** Pursuant to Article 65, § 1, of the Brazilian Federal Law nº 8.666/93, a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction the amount of the demand for HHE relocations, that may be necessary, at the discretion of BACW, up to the limit of twenty-five percent (25%) of the original total amount of the Contract.
 - **12.1.1.** Since that the demands are estimated due to the characteristics of the OBJECT of this CONTRACT, deductions in the amount that exceeds the limit of twenty-five percent (25%) of the Contract may occur during the performance of the CONTRACT.
 - **12.1.2.** The set of increases and the set of decreases shall be calculated based on the original shipments of, or services to be provided under, the Contract, on a case by case basis, without any sort of compensation up to the limits established above.

13. CLAUSE - PRICE ADJUSTMENT

- **13.1.** Price shall be firm and fixed (FFP) during the first 12 (twelve) months of contract performance.
- **13.2.** After the first 12 (twelve) months of contract performance, in case of being renewed for additional 12 (twelve) months, an adjustment may be applied, to reestablish the financial relation initially agreed upon between the parties at contract signature, thus ensuring adequate compensation for services, if and only if the increase in input costs associated with BID Object is proved to the satisfaction of the BACW's Chief.

14. CLAUSE - PAYMENT

14.1. The deadline for payment shall be within thirty (30) calendar days from the date the term of receipt is issued by the Receipt Commission. The payment will occur as follows:

CONTRACT
PAG N°: 67102.205721/2020-99
CONTRACT N° [CT]/CABW/2020
PAGE 8 of 17

-MINUTA / CONTRACT DRAFT

- **14.1.1.** Upon presentation of the INVOICE with the required documentation as follows:
 - **14.1.1.1.** Term of Receipt issued by COMREC after appraisal and acceptance of the required documents specified in this BASIC PROJECT, especially the MONTHLY REPORT.
 - **14.1.1.2.** The CONTRACTED PARTY shall invoice the CONTRACTING PARTY for completed reimbursable repairs authorized orally, on a single itemized and consolidated invoice at the end of each month of performance. If the CONTRACTED PARTY directly purchased parts or components, copies of receipts shall be attached.
 - **14.1.1.3.** INVOICES, in U.S. dollars, must be forwarded to the COMREC with the proper documentation attached to it.

15. CLAUSE - MONITORING

- **15.1.** The contract MONITOR must be an Administrative employee, specifically appointed by the Administration, in accordance with the precepts established by the Brazilian Federal Law N° 8.666/1993, the ICA n° 65-8/2009, and the ICA n° 12-23/2014, so as to monitor and inspect the fulfillment of the contract to be executed.
- **15.2.** Monitoring and supervision of contractual fulfillment consist in verifying the conformity of the services and the allocation of the necessary resources, thereby ensuring the perfect application of adjustment, and must be performed by the MONITOR.
- **15.3.** The CONTRACTING PARTY'S representative must have the necessary experience to monitor and oversee the supply of the contracted fuel.
- **15.4.** Verification of adequate contractual fulfillment must be performed based on the criteria established in this BASIC PROJECT and in accordance with contractual terms.
- **15.5.** Contractual performance must be monitored and inspected through oversight instruments including monitoring of the fulfillment of the obligations arising from this agreement.
- **15.6.** The contract MONITOR shall note in his records all events related to the performance of the Contract, taking the necessary measures for the complete fulfillment of contractual clauses. The measures exceeding his competence must be notified to the relevant authority in a timely manner.
- **15.7.** 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 shared responsibility by the CONTRACTING PARTY, its representatives or employees.

16. CLAUSE - RECEIPT OF THE OBJECT

- **16.1.** The services that are the object of the CONTRACT shall be received by the Receiving Commission in accordance with the specifications set forth in the Basic Project, Annex I of this Bid Announcement.
- **16.2.** It is the responsibility of the RECEIVING COMMISSION to:
 - **16.2.1.** Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT;

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 9 of 17

-MINUTA / CONTRACT DRAFT

- **16.2.2.** Receive services or reject them according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;
- 16.2.3. Once approved, the invoices are sent to BACW's Contract Department, and
- **16.2.4.** All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or that require an evaluation shall be presented to the CONTRACT MONITOR for approval and/or a determination must be approved by the Chief of BACW.

17. CLAUSE - UNFORESEEABLE EVENTS OF FORCE MAJEURE

- **17.1.** Unforeseeable or force majeure events shall be notified in writing to the Chief of the BACW, so that he may decide appropriate course of action, provided it has been proven that such events affect the services/material supplied in connection with the Subject of this CONTRACT.
- **17.2.** For the purposes of this Contract, events shall be considered unforeseeable or caused by force majeure if they fit legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, § 1°, Art. 57 of the Brazilian Federal Law n° 8.666/93.

18. CLAUSE - VIOLATIONS AND ADMINISTRATIVE SANCTIONS

- **18.1.** Failure to complete the Contract as a whole or in part or any violation of the obligations listed in the Invitations for Bid and in the Contract shall subject the CONTRACTED PARTY, notwithstanding other criminal, contractual and civil liability, to any and all damages and remedies available to CONTRACTING PARTY under this Contract or applicable law, while ensuring due process, to the following penalties:
 - **18.1.1.** A warning for minor violations, which for these purposes mean those that do not result in significant losses to the object of the contract;
 - **18.1.2.** Additional compensatory fine of up to one percent (1%) of the total amount of the Contract for failure to complete the Contract in whole or in part;
 - **18.1.3.** Suspension from participating in a bidding process and entering into an agreement with the Administration (BACW) for two (2) years; and
 - **18.1.4.** Declaration of bad standing to participate in a bidding process and enter into an agreement with the Public Administration (Brazil) for as long as the reasons resulting in the punishment remain and until when it is rehabilitated by the Administration (BACW), which shall be granted provided that the CONTRACTED PARTY compensates the Administration (BACW) for the losses resulting from its violations, provided the suspension time described in the previous sub item has elapsed.
- **18.2.** The penalties provided for will be applied through an administrative proceeding that ensures due process and ample defense, while following the procedure provided for under the Brazilian Federal Law n° 8,666/93, and also the Law n° 9.784/99 (Brazil).
- **18.3.** While applying the penalties, BACW shall take into account the seriousness of the violation, the educational character of the penalty as well as the damage that was caused to the administration (BACW), following the principle of proportionality.

19. CLAUSE - LINKAGE

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 10 of 17

-MINUTA / CONTRACT DRAFT-----

19.1. This Contract is hereby linked to Invitation for Bid Nº **205721/CABW/2020**, and the Commercial Proposal of the CONTRACTED PARTY, submitted by company [COMPANY'S NAME] to BACW.

20. CLAUSE - TERMINATION

- **20.1.** Pursuant to the provisions of Article 78 of the Brazilian Federal Law no 8,666/93, the following are cause for terminating this Contract:
 - **20.1.1.** Failure to comply with CONTRACT clauses, specifications, projects and deadlines;
 - **20.1.2.** Inappropriate compliance with CONTRACT clauses, specifications, projects and deadlines:
 - **20.1.3.** Slowness in its compliance which may lead the CONTRACTING PARTY to find it impossible to complete the services within the established deadlines;
 - 20.1.4. Unjustifiable delay in initiating service;
 - **20.1.5.** Stoppage in the service, without cause, and without providing previous notice to the CONTRACTING PARTY;
 - **20.1.6.** Failure to comply with orders from the authority designated to follow up and supervise the performance of services, or higher authorities;
 - **20.1.7.** Repeatedly making errors in the performance of services, duly recorded pursuant to § 1 of Article 67 of the Brazilian Federal Law no 8.666/93:
 - 20.1.8. Bankruptcy;
 - **20.1.9.** Dissolution of company or death of the CONTRACTED PARTY;
 - **20.1.10.** Corporate change or alteration of purpose or business of the CONTRACTED PARTY that hinders the performance of the CONTRACT;
 - **20.1.11.** Reasons of public interest (Brazil) that are of high importance, broadly publicized, justified and ordered by a higher executive authority with jurisdiction over CONTRACTING PARTY, based on an administrative case referred to in the CONTRACT;
 - **20.1.12.** Suspension of service, through a written order of the CONTRACTING PARTY, for more than one hundred twenty (120) days, in the event of a disasters, domestic disturbances or war, or also repeated suspensions that add up to 120 days. In addition to the required payment of indemnification to the CONTRACTED PARTY, it is also entitled in these cases to suspend complying with its obligations until normalcy is achieved;
 - **20.1.13.** A delay for more than ninety (90) days in making payments due by the CONTRACTING PARTY, for services, supply and work already received and performed, except in the event of a disasters, domestic disturbances or war. The CONTRACTED PARTY shall be entitled to suspend compliance with its obligations until normalcy is achieved:
 - **20.1.14.** Failure of the CONTRACTING PARTY to release the object for the performance of services within the established deadlines;
 - **20.1.15.** Acts of God or force majeure that prevents performance of the CONTRACT, which is to be duly demonstrated;
 - **20.1.16.** Violation of the provisions of items V of Article 27 of the Brazilian Federal Law n^o 8,666/93, notwithstanding the applicable criminal sanctions.
- **20.2.** Termination will be formally recorded under the law, with the right of due process and ample defense ensured.

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 11 of 17

-MINUTA / CONTRACT DRAFT

20.3. Termination of this CONTRACT may be:

- **20.3.1.** Decided unilaterally and in writing by the CONTRACTING PARTY in the event listed under in items 1 to 10, and 16, of this CLAUSE;
- **20.3.2.** Agreeable, through an agreement between the parties, entered as an addendum in the process, provided it is convenient to the CONTRACTING PARTY; and
- **20.3.3.** Judicially, pursuant to applicable legislation.
- **20.4.** The Administrative or agreeable termination shall be preceded by written and well-grounded authorization by the appropriate authority.
- **20.5.** When termination is based on Items 11 through 15 of this CLAUSE, without fault of the CONTRACTED PARTY, it shall be entitled to receive payments due for the performance of the CONTRACT up to the date of termination. Under no circumstances shall CONTRACTED PARTY be entitled to any indirect or consequential damages, including lost profits, due to termination.
- **20.6.** Termination for failure to comply with contractual clauses shall cause warranty to be forfeited to be applied toward compensating the CONTRACTING PARTY for the fines and indemnifications that are due. Any credits arising from the CONTRACT shall be withheld up to the limits of the losses caused to the CONTRACTING PARTY, in addition to the sanctions provided for herein.
- **20.7.** The term of terminations shall include, as appropriate:
 - **20.7.1.** Assessment of contract services provided and those that have been fully completed;
 - 20.7.2. List of payments made and payments due; and
 - **20.7.3.** Indemnifications and fines.

21. CLAUSE - JURISDICTION AND CHOICE OF LAW

- **21.1.** This Contract shall be construed and interpreted in accordance with the **principles** of the Brazilian Federal Law N° 8,666/93, and shall be governed by and enforced 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.
- **21.2.** The parties hereto agree to make a diligent, good-faith attempt to amicably resolve all disputes before either party commences litigation pursuant to this Clause 21 of this Contract.
- **21.3.** Any dispute or claim arising out of or relating to this Contract, with a breach thereof, shall be submitted to the District of Columbia Superior Court or the United States District Court for the District of Columbia, to the exclusive jurisdiction of which the parties hereby irrevocably submit.

22. CLAUSE - CORRESPONDENCE AND NOTIFICATION

22.1. 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, if delivered to the addresses indicated

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 12 of 17

Chief of BACW's Fiscal Division

--MINUTA / CONTRACT DRAFT--

below by one party to the other party or to any other addresses that may be communicated by the PARTIES, throughout the term of this Contract.

CONTRACTING PARTY:

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

Attn: Contract Department

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

Phone: 202/518-7348 Fax: 202/483-4684

E-mail: chf.dlc.cabw@fab.mil.br

CONTRACTED PARTY:

Name of the CONTRACTED PARTY

Attn: Mr. /Mrs. Name of Legal representative

ADDRESS 01: ADDRESS 02:

Phone: Fax: E-mail:

23. CLAUSE - NUMBER OF THE COPIES

- **23.1.** It is hereby agreed that this CONTRACT shall be issued in two (2) originals, with same content and form, as follows:
 - 23.1.1. (One) original for the CONTRACTING PARTY; and
 - 23.1.2. (One) original for the CONTRACTED PARTY.
- **23.2.** In witness whereof, the parties have executed this CONTRACT in two (2) equal counterparts, of equal content, in the presence of the witnesses subscribed below.

	Washington, D.C., MM/DD/2021.
For the CONTRACTING PARTY:	
For the CONTRACTED PARTY:	Roberto Martire Pires, Col. Commanding Officer, BACW
WITNESSES:	NAME
	Rodrigo Otavio Correia Sampaio, Lt Col

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 13 of 17

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 14 of 17

--MINUTA / CONTRACT DRAFT-

ANNEX A BASIC PROJECT

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 15 of 17

--MINUTA / CONTRACT DRAFT-

ANNEX B PRICE PROPOSAL

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 16 of 17

--MINUTA / CONTRACT DRAFT-

ANNEX C PHYSICAL AND FINANCIAL SCHEDULE

CONTRACT
PAG Nº: 67102.205721/2020-99
CONTRACT Nº [CT]/CABW/2020
PAGE 17 of 17

--MINUTA / CONTRACT DRAFT-

ANNEX D FLEET CARD AGREEMENT