

ANNEX III



BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



CONTRACT [CT]/CABW/2021

**INVITATION FOR BID 211258/CABW/2021
PAG 67102.211258/2021-03**



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PAG N°: **67102.211258/2021-03**
CONTRACT N° **[CT]/CABW/2021**

APPROVED IN : **Month Day**, 2021

ROBERTO MARTIRE PIRES, Col
Commanding Officer, BACW

CONTRACT FOR THE SERVICES OF HEALTH INSURANCE COVERAGE FOR A PERIOD OF 12 MONTHS, WITH THE POSSIBILITY OF EXTENSIONS OF UP TO AN AGGREGATE 60 MONTHS, WHICH THE BRAZILIAN GOVERNMENT AERONAUTICAL COMMAND HEREBY ENTERS INTO, THROUGH THE BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON, AND THE COMPANY **[COMPANY'S NAME]**.

The Brazilian Government Aeronautical Command (COMAER) 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 n° 50, issued by the Ministry of Aeronautics on January 29, 1953, and as per Art. 61 of Brazilian Federal Law n° 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 by the **[BUSINESS ENTITY NAME]**, with main offices located at **[CITY]**, ZIP **[POSTAL CODE]**, in the Municipality **[STATE/MUNICIPALITY]**, hereinafter the PRODUCER, represented herein by Mr. **[LEGAL REPRESENTATIVE'S NAME]**, bearer of ID n° **[ID NUMER]**, and bearing in mind the content of PAG n° **67102.211258/2021-03**, and the final result of the **Invitation for Bid n° 211258/CABW/2021**, based on the principles of the Federal Law n° 8,666/93, the Decree n° 2.271, of 1997, and the Normative Instruction SLTI/MPOG n° 2, of April 30, 2008, and related legislation, hereby decide to enter into this CONTRACT and execute this instrument, in accordance with the following terms and conditions:



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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. ACCEPTANCE - "Acceptance" means a Receiving Commission (COMREC) of the CONTRACTING PARTY has inspected and agreed that the work meets all requirements of the contract, to include documentation requirements;

1.1.2. APPROVAL - "Approval" means the CONTRACTING PARTY has reviewed submittals, deliverables, and administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract requirements;

1.1.3. BROKER LETTER OF RECORD (BOR) – Letter issued by the POLICY HOLDER to allow the PRODUCER to represent and manage the policyholder's insurance policy. The broker of record may receive copies of all communications to the policy holder and may receive all quotes, policies and notices on behalf of the policy holder. They may also obtain and evaluate insurance quotes and policies and recommend changes to existing policies.

1.1.4. COMAER – Brazilian Aeronautical Command;

1.1.5. COMREC – Goods and Services Receiving Commission;

1.1.6. CONTRACTED PARTY – the natural person or legal entity contracted to perform the services, represented or not by a PRODUCER;

1.1.7. CONTRACTING PARTY- Brazilian Aeronautical Commission in Washington, DC (BACW);

1.1.8. FEDERAL LAW Nº 8.666/93 OF BRAZIL – General rules or guidelines about biddings and relevant administrative contracts for works, services, including publications, purchases, sales and leases under the Powers of the Union, of the States, the Federal District and the Municipalities;

1.1.9. ICA – Aeronautical Command Directive;

1.1.10. INSURANCE POLICY – Document that puts an indemnity cover into effect serves as a legal evidence of the insurance agreement, sets out the exact terms on which the indemnity cover has been provided, and states associated information such as the specific risks and perils covered, duration of coverage, amount of premium, mode of premium payment, and deductibles, if any.

1.1.11. 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;

1.1.12. PAG – Administrative Management Process;

1.1.13. POLICY HOLDER – CONTRACTING PARTY;

1.1.14. PRODUCER – An insurance producer (also called an agent or insurance broker) is an individual licensed by a State's Insurance Division or Department to sell insurance in that State;

1.1.15. SPONSORED DEPENDENT – defined as family members of military personnel identified as dependent in accordance with the Brazilian Military Statute, Brazilian Law 6.880/80, such as widowed mother (provided she does not have income), the ex-wife



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entitled to alimony established by final judgment (while not in a new marriage), the brother, brother-in-law, and nephew when minors or with disabilities without other source of financial provision, among others;

1.1.16. TERM OF RECEIPT – Document issued by the COMREC attesting and accepting the rendered services described in the invoice.

2. CLAUSE – OBJECT

2.1. The Contracting of a specialized company for the services of Health Insurance coverage, with Preferred Provider Organization (PPO), in a co-pay basis, providing medical, vision and dental international coverages, for a contractual period of 12 months, with the possibility of extensions up to an aggregate 60 months, seeking the fulfillment of COMAER’s needs, as per the categories that follow on the table below:

CATEGORIES	QTY
Employee	12
Employee + Spouse	26
Employee + Children	4
Employee + Family	66
TOTAL:	108

CATEGORIES	QTY
Green Card Holders (civilians)	31
USA Citizens (civilians)	18
Visas A2/A1 (military / civilians)	59
TOTAL:	108

CATEGORIES	QTY
Civilians	55
Military	53
TOTAL:	108

2.2. It is noted that the services related to this INVITATION FOR BID must comply with all the laws and regulations set forth by the U.S. Federal Government and the district in which the CONTRACTED PARTY is established.

2.3. The estimates detailed in this CONTRACT do not imply any obligation by the CONTRACTING PARTY, with regard to the demand estimated for this contracting, and the total number of persons requiring coverage may differ from the estimates herein.



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2.4. The following annexes are integral parts of this contract, regardless of whether or not they are herein transcribed:

- ANNEX A – BASIC PROJECT;**
- ANNEX B – PRICE PROPOSAL FROM THE CONTRACTED PARTY;**
- ANNEX C – PHYSICAL AND FINANCIAL SCHEDULE;**
- ANNEX D – INSURANCE POLICY.**

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. However, such increases may not exceed 25% of original 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, in accordance with the BASIC PROJECT, Annex A, and the INSURANCE POLICY, Annex D.

5.2. The CONTRACTED PARTY shall maintain all conditions for qualification during the bidding process throughout the validity of this CONTRACT and the INSURANCE POLICY, Annex D.

6. **CLAUSE – OBLIGATIONS**

6.1. In addition to that set forth in the Basic Project, the **CONTRACTING PARTY** shall be required, through the assistance of the CONTRACT MONITOR, duly designated for that function, to:

6.1.1. Provide all the conditions for the CONTRACTED PARTY to be able to perform its services in accordance with the provisions of the CONTRACT, the INSURANCE POLICY, the Invitation to Bid and its Annexes, and particularly the BASIC PROJECT;

6.2. The **CONTRACTED PARTY** shall be required to:

6.2.2. Perform services in accordance with the specifications in the BASIC PROJECT and its proposal with the resources necessary for full compliance with the provisions of the CONTRACT, the INSURANCE POLICY, the Invitation to Bid and its Annexes, and particularly the BASIC PROJECT.

7. **CLAUSE – DISCRIMINATION OF SERVICE**

7.1. The CONTRACT shall be performed by the CONTRACTED PARTY as described herein, in the **INSURANCE POLICY number #, Annex D**, and in the BASIC PROJECT, Annex A.

8. **CLAUSE – AMOUNT OF THE CONTRACT**



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8.1. The total amount of the CONTRACT is US\$ XXXX (XXXX), as presented at the CONTRACTED PARTY as a GLOBAL PRICE on its price proposal.

8.2. The amount is US\$ XXXX (XXXX), being initially provided the value of **US\$ XXXX (XXXX)** through the Purchase Order nº **XXXXXXXX**, being the remaining **US\$ XXXX (XXXX)**, the complement for the above mentioned Purchase Order.

8.2.1. Invoices shall be forwarded to the Brazilian Aeronautical Commission in Washington, D.C., located at 1701 22nd St. N.W. Washington, D.C., 20008.

8.3. Due to the nature of the military and the mobility of its employees, it may occur inclusions/exclusions of beneficiaries during the period of the policy, which will result in quantities changes and will be promptly reported to the CONTRACTED PARTY, in order to make it possible to update the coverages and the resulting Invoice.

9. CLAUSE - BUDGETARY ALLOCATION

9.1. The expenses arising from this contract shall be paid with resources of Plan of Action of COMAER, based in the Brazilian General Budget for the fiscal year.

9.2. Description of the resources: Nature of Expenditure 33.90.39 – Services, Action 2004 (to fund the military) and Action 2000 (to fund Local Assistants), received by the BACW from the General Command of Personnel (COMGEP).

10. CLAUSE - SUBCONTRACTING

10.1. Subcontracting is not allowed.

11. CLAUSE - TERMS

11.1. Term of Validity

11.1.1. This CONTRACT details the performance of the services over 12 months from the date in which the CONTRACT and the INSURANCE POLICY were executed, in accordance with this Administration's requirements.

11.1.2. The validity may be extended by mutual agreement between the parties for additional equal periods of 12 months, if it is in CONTRACTING PARTY's interest, up the limit of overall 60 months.

11.2. Term of Execution

11.2.1. Notwithstanding the foregoing, the period of execution of the CONTRACT and the INSURANCE POLICY shall be 11 months for the first 12 months period, starting at the effective date. **For the purposes of this contract, the effective date shall be June 1, 2021.**

11.3. Acceptance Timeframe

11.3.1. 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.

11.3.2. The SERVICES must be accepted by the Federal Administration through an adequately qualified Commission, referred to as COMREC, according to Clause 17 of this CONTRACT



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11.4. Payment Processing Time

11.4.1. The payment processing time shall be up to 30 (thirty) calendar days, starting on the date on which the acceptance certificate is issued by the COMREC.

12. CLAUSE - FINANCIAL GUARANTEE

12.1. The provision of a Contract guarantee is not required for this hiring.

13. CLAUSE - CHANGES TO THE CONTRACT

13.1. Pursuant to Article 65, § 1, of Law nº 8.666/93 (Brazil), a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction of the demand for the services, that may be necessary, at the discretion of BACW.

13.1.1. Deductions in the amount that exceeds the limit of 25% (twenty-five percent) of the CONTRACT shall only be done when both parties are in agreement.

13.1.2. Increases in demand above 25% are not permitted.

14. CLAUSE - PRICE ADJUSTMENT

14.1. After the first 12 (twelve) months of contract performance, in case of being renewed for additional 12 (twelve) months, a price adjustment may be applied to the INSURANCE POLICY reflecting the amount of the CONTRACT, 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 is proved by sufficient documentation appraised by the MONITOR and accepted by BACW's Chief.

14.2. When requesting the price adjustment, after 12 (twelve) months period, the CONTRACTED PARTY must supply within a rationale proving the cost variation by means of cost analysis and appropriated spreadsheets individually by each services of operation with supporting documentation.

14.3. The deadline for requesting price adjustment is aligned with the contract expiration date.

14.4. If the contract period has been extended, new price adjustment can only be pleaded after the new course of twelve (12) months.

14.5. Inclusion of unanticipated benefits not foreseen in the initial proposal at the bidding process is forbidden, except when they become required by the terms of the law

14.6. The CONTRACTING PARTY may perform diligences in order to assure the cost variation proposed by the CONTRACTED PARTY.

15. CLAUSE - PAYMENT

15.1. The deadline for payment shall be within thirty (30) calendar days from the date the term of receipt is issued by the Receipt Commission.

15.2. All payments regarding the INSURANCE POLICY shall be made directly to the insurance company.

15.3. No commissions or fee shall be paid to the PRODUCER directly by the CONTRACTING PARTY, as commission or fees are commercially negotiated and agreed between the PRODUCER and insurance company, if applicable.



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15.4. An Invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:

15.4.1. Payment shall only be made, after the appropriate official's "approval" of the Invoice provided by the CONTRACTED PARTY.

15.4.2. The "approval" of the Invoice is contingent upon verification of compliance of the Invoice submitted by the CONTRACTED PARTY with the services that were actually performed; and

15.4.3. In the event of any mistake in submitting any of the documents required under the previous sub-items or of a situation that prevents fees from being paid, the payment shall remain pending until the CONTRACTED PARTY takes steps to remedy the situation. In this case, the deadline for payment shall take effect after is verified that the situation has been solved, without any costs to the CONTRACTING PARTY.

15.5. Payment shall be made through a bank order of credit, deposit in a bank account, at the branch or bank agency indicated by the CONTRACTED PARTY, or through any other means provided for under the legislation in effect.

15.6. The date of payment shall be considered the date when the bank order of payment is actually made.

15.7. The CONTRACTING PARTY shall not be responsible for any expenses that may be made by the CONTRACTED PARTY that have not been agreed to in the CONTRACT and INSURANCE POLICY.

15.8. The CONTRACTED PARTY shall send the invoice to the Brazilian Aeronautical Commission in Washington (BACW).

16. CLAUSE – MONITORING

16.1. The CONTRACT MONITOR must be an agent or agents of the Brazilian Federal Administration, specifically appointed by the Federal Administration, in accordance with the precepts established by the Federal Law Nº 8.666/1993 (Brazil), the ICA nº 65-8/2009 (Attributions of MONITOR and Receiving Commission), and the ICA nº 12-23/2014 (Inspection and Receiving Goods, Services and Administrative Sanctions Application), so as to monitor and inspect the fulfillment of the contract to be executed.

16.2. Monitoring of contractual fulfillment consist in verifying the conformity of the services and the allocation of the necessary resources.

16.3. Verification of adequate contractual fulfillment must be performed based on the criteria established in this BASIC PROJECT and in accordance with contractual terms.

16.4. Contractual performance must be monitored and inspected through oversight instruments including monitoring of the fulfillment of the obligations arising from this CONTRACT.

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

16.6. 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.



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16.7. For the purposes of this CONTRACT, events shall be considered unforeseeable or caused by force majeure if they fit to legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, §1º, Art. 57 of Federal Law nº 8.666/93 (Brazil).

17. CLAUSE - RECEIPT OF THE OBJECT

17.1. 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.

17.2. It is the responsibility of the RECEIVING COMMISSION to:

17.2.1. Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT;

17.2.2. Receive services or reject them according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;

17.2.3. Once approved, the invoices are sent to BACW's Contract Department, and

17.2.4. 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.

18. CLAUSE - ACTS OF GOD OR FORCE MAJEURE

18.1. Acts of God or force majeure events shall be notified in writing to the Chief of the BACW, through the MONITOR, so that he may decide appropriate course of action, provided it has been proven that such events affect the services performed in connection with the object of this CONTRACT.

18.2. For the purposes of this CONTRACT, events shall be considered unforeseeable or caused by force majeure if they fit to legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, §1º, Art. 57 of the Brazilian Federal Law nº 8.666/93.

19. CLAUSE – VIOLATIONS AND ADMINISTRATIVE SANCTIONS

19.1. Failure to complete the Contract as a whole or in part or any violation of the obligations listed in the Invitations to 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 additional administrative penalties:

19.1.1. A warning for minor violations that do not result in losses or nonperformance of the object of the CONTRACT;

19.1.2. Suspension from participating in a bidding process and entering into an agreement with the Administration (BACW) for two (2) years; and

19.1.3. 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



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Administration (BACW) for the losses resulting from its violations, provided the suspension time described in the previous sub item has elapsed.

19.2. 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 Law nº 8,666/93 (Brazil), Law nº 9.784/99 (Brazil), and in accordance to ICA 12-23 (Inspection and Receiving Goods, Services and Administrative Sanctions Application).

19.3. While applying the administrative 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.

20. CLAUSE – LINKAGE

20.1. This CONTRACT is hereby linked to the Invitation to Bid Nº **211258/CABW/2021**, the Commercial Proposal of the CONTRACTED PARTY, ANNEX C, and the **INSURANCE POLICY Nº XXXXXX**, ANNEX D, submitted by the company **[COMPANY'S NAME]** to BACW.

21. CLAUSE – TERMINATION

21.1. Pursuant to the provisions of Article 78 of the Brazilian Federal Law nº 8,666/93, the following are causes for terminating this Contract:

- 21.1.1.** Failure to comply with CONTRACT clauses, specifications, projects and deadlines;
- 21.1.2.** Slowness in its compliance which may lead the CONTRACTING PARTY to find it impossible to complete the services within the established deadlines;
- 21.1.3.** Unjustifiable delay in initiating service;
- 21.1.4.** Stoppage in the service, without cause, and without providing previous notice to the CONTRACTING PARTY;
- 21.1.5.** Failure to comply with orders from the authority designated to follow up and supervise the performance of services, or higher authorities;
- 21.1.6.** 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;
- 21.1.7.** Bankruptcy;
- 21.1.8.** Dissolution of company or death of the CONTRACTED PARTY;
- 21.1.9.** Corporate change or alteration of purpose or business of the CONTRACTED PARTY that hinders the performance of the CONTRACT;
- 21.1.10.** 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;
- 21.1.11.** 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;
- 21.1.12.** 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,



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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;

21.1.13. Failure of the CONTRACTING PARTY to release the object for the performance of services within the established deadlines;

21.1.14. Acts of God or force majeure that prevents performance of the CONTRACT, which is to be duly demonstrated;

21.1.15. Violation of the provisions of items V of Article 27 of the Federal Law nº 8,666/93 (Brazil), notwithstanding the applicable criminal sanctions.

21.2. Termination will be formally recorded under the law, with the right of due process and ample defense ensured.

21.3. Termination of this CONTRACT may be:

21.3.1. Decided unilaterally and in writing by the CONTRACTING PARTY in the event listed under in items 1 to 10, and 16, of this CLAUSE;

21.3.2. Agreeable, through an agreement between the parties, entered as an addendum in the process, provided it is convenient to the CONTRACTING PARTY; and

21.3.3. Judicially, pursuant to applicable legislation.

21.4. The Administrative or agreeable termination shall be preceded by written and well-grounded authorization by the appropriate authority.

21.5. 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.

21.6. Termination for failure to comply with contractual clauses shall result in withholding invoice payments 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. CONTRACTING PARTY may also seek additional damages directly from CONTRACTED PARTY.

21.7. The term of terminations shall include, as appropriate:

21.7.1. Assessment of contract services provided and those that have been fully completed;

21.7.2. List of payments made and payments due; and

21.7.3. Indemnifications and fines.

22. CLAUSE – JURISDICTION AND CHOICE OF LAW

22.1. This Contract shall be construed and interpreted in accordance with the **principles** of Brazilian Law Nº 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



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be applied. The UN Convention on Contracts for the International Sale of Goods shall have no application to this Contract.

22.2. 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.

22.3. 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.

23. CLAUSE – CORRESPONDENCE AND NOTIFICATION

23.1. 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 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 D.C.

Attn: Bidding and Contracts Division

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 1:

Address 2:

Phone:

Fax:

E-mail:

PRODUCER:

Name of the CONTRACTED PARTY

Attn: Mr. /Mrs. Name of Legal Representative

Address 1:



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Address 2:

Phone:

Fax:

E-mail:

24. CLAUSE – NUMBER OF COPIES

24.1. It is hereby agreed that this CONTRACT shall be issued in two (2) originals, with same content and form, as follows:

24.1.1. (One) original for the CONTRACTING PARTY; and

24.1.2. (One) original for the CONTRACTED PARTY.

24.2. 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:

Roberto Martire Pires, Col
Commanding Officer, BACW

For the CONTRACTED PARTY:

NAME

WITNESSES:

Rodrigo Otavio Correa Sampaio, Lt Col
Chief of BACW's Fiscal Division

NAME
CONTRACT MONITOR

WITNESSES for the CONTRACTED PARTY:

NAME:ID nº.....



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

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ANNEX A

BASIC PROJECT



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ANNEX B

PRICE PROPOSAL



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ANNEX C
PHYSICAL AND FINANCIAL SCHEDULE

PHASE	DESCRIPTION	VALUE (US\$)	TERM FOR EXECUTION	TERM FOR PAYMENT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
TOTAL		XXXXXX		



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ANNEX D

INSURANCE POLICY