



GENERAL COMMAND FOR SUPPORT  
AERONAUTICAL LOGISTICS CENTER  
BRAZILIAN AERONAUTICAL COMMISSION IIN WASHINGTON



**ACQUISITION OF LOADER TRANSPORTER  
EQUIPMENT**

Nº **XXX**/CABW/2022

**AERONAUTICS COMMAND AND THE  
COMPANY**

**[COMPANY NAME]**

ACQUISITION OF LOADER TRANSPORTER EQUIPMENT, TYPE I AND TYPE II, IN COMPLIANCE, MAINLY, WITH THE KC-X3 PROJECT, AND THE KC-390, C-130, AND C-105 AIRCRAFT.

**TERM OF CONTRACT**

**TERM OF EXPENSE CONTRACT No. XXX /  
CABW/2022, THROUGH WHICH THE UNION  
ENTERS INTO AGREEMENT, THROUGH THE  
BRAZILIAN AERONAUTICAL COMMISSION IN  
WASHINGTON (CABW) AND THE COMPANY,  
[COMPANY NAME].**

The Union, through the **Brazilian Aeronautical Commission in Washington (CABW)**, headquartered at **1701 22nd St., NW, ZIP: 20008, in the city of Washington, in the District of Columbia**, registered with the CNPJ under nº **00.394.429/0041 -06**, in this act represented by **Wilson Paulo Corrêa Marques, Col.**, appointed by Ordinance **No. 1.361/GC1, of December 3, 2020**, published in the *DOU* of **December 4, 2020**, bearer of functional registration No. **2489511/COMAER**, hereinafter referred to as CONTRACTING PARTY, and the ..... enrolled with the CNPJ/MF under No. ...., headquartered at ....., in ..... hereinafter referred to as CONTRACTED PARTY, herein represented by Mr. ...., holder of Identity Card No. ...., issued by ....., and CPF No. ...., in view of the contained in Process No. 67102.222031/2022-66 and in compliance with the principles of Law No. 8.666, of June 21, 1993, resolve to enter into this Contract, subject to the following clauses and conditions.

## Summary

1. CLAUSE ONE - DEFINITIONS .....	4
2. CLAUSE TWO - PURPOSE .....	7
3. THIRD CLAUSE - TERM.....	8
4. CLAUSE FOUR - PRICE.....	8
5. CLAUSE FIVE - BUDGET ALLOCATION.....	8
6. CLAUSE SIX - PAYMENT .....	8
7. CLAUSE SEVEN - ADJUSTMENT.....	9
8. CLAUSE EIGHT - PERFORMANCE GUARANTEE .....	9
9. CLAUSE NINE - CONTRACTUAL GUARANTEE OF THE GOODS.....	9
10. CLAUSE TEN - DELIVERY AND RECEIPT OF THE OBJECT.....	9
11. CLAUSE ELEVEN - SUPERVISION.....	9
12. CLAUSE TWELVE - OBLIGATIONS OF CONTRACTING PARTY AND CONTRACTED PARTY .....	9
13. CLAUSE THIRTEEN - CATALOGING .....	9
14. CLAUSE FOURTEEN - SUBCONTRACTING .....	13
15. CLAUSE FIFTEEN - ADMINISTRATIVE SANCTIONS .....	13
16. CLAUSE SIXTEEN - TERMINATION.....	13
17. CLAUSE SEVENTEEN - PROHIBITIONS AND PERMISSIONS .....	15
18. CLAUSE EIGHTEEN - AMENDMENTS .....	16
19. CLAUSE NINETEEN - OMISSIONS.....	18
20. CLAUSE TWENTY - CORRESPONDENCE.....	18
21. CLAUSE TWENTY-ONE - PUBLICATION .....	19
22. CLAUSE TWENTY - JURISDICTION.....	19
23. CLAUSE TWENTY-ONE - ACTS OF GOD AND FORCE MAJEURE .....	20
24. CLAUSE TWENTY-TWO - GENERAL PROVISIONS.....	20
25. CLAUSE TWENTY-THREE - LANGUAGE .....	20
26. CLAUSE TWENTY-FOUR - EXEMPLARIES .....	21
27. CLAUSE TWENTY -FIVE - INTEGRATED DOCUMENTS.....	21
28. CLAUSE TWENTY-SIX - ANNEXES .....	21

## 1. CLAUSE ONE - DEFINITIONS

1.1. CATALOGING AUTHORITY: Link of the Aeronautical Cataloging System (SISCAE) which, under the supervision of the Central Agency, is responsible for advising the CONTRACTING AUTHORITY in the preparation of the Cataloging Contractual Clause (CCC) and, subsequently, analyzing the technical data resulting from the application of the said clause, aiming at its faithful fulfillment. The CATALOGING AUTHORITY will act from the creation of the CCC to the final delivery of the data encoded in the NATO Cataloging System model, following each step of the cataloging process.

1.2. CONTRACTING AUTHORITY: Air Force Management Unit that will publish public notices or enter into contracts for the acquisition of means, equipment, systems, or any other material that configures or contains Supply Items.

1.3. LOGISTICS AUTHORITY: It is the public agent that, once in charge of the CONTRACTING AUTHORITY, will be responsible for defining the universe of Supply Items considered objects of a CCC, and responsible for the definition and analysis of management data. The Logistics Authority should have direct involvement with the management of the material to be acquired or have the technical knowledge necessary for the advice. It should also act from the beginning of the hiring process

1.4. CATALOGING: Along the lines of the NATO Cataloging System (SOC) and the Defense Cataloging System (SISCADE), it is the set of tasks, rules, and procedures for the collection of technical data and the establishment of the identification of items and companies of interest of the Ministry of Defense or a Force and its ordering in the form of a catalog.

1.5. CATALOG COORDINATION CENTER (3C): The body that is part of SISCADE, internal to each Singular Force or governmental segment, responsible for the coordination and inspection of cataloging activities in the respective Force or sphere of government, is also the only interlocutor between the Sections/Agencies / Cataloging units and the Defense Logistics Systems Support Center (CASLODE). At SISCAE, the Aeronautics Cataloging Center (CECAT) performs the functions of the Catalog Coordination Center, acting as a systemic link between the other cataloging systems and their central bodies.

1.6. MANAGEMENT DATA: Data related to the management of supply items, including relationship data with other items, documents, or management conditions, which do not affect the concept of the item itself, and which will facilitate handling, storage, obtaining conservation, and transport of materials.

1.7. TECHNICAL DATA: These are data necessary for the identification of supply items, those that contain mechanical, chemical, physical, and performance specifications, thus allowing: the attribution of name, classification, coding of characteristics, and registration of the NATO Stock Number (NSN - NATO Stock Number). Technical data may be present in the following documents: cataloging sketches, projects, technical drawings, specifications, and standards, among others.

1.8. TECHNICAL DOCUMENTATION: Set of information related to CCC Supply Items that, once provided by the CONTRACTED PARTY, contain technical data for cataloging and management data.

1.9. MANUFACTURER: Any organizational entity that has intellectual property over the design and production control, and which is the source for obtaining product characteristic data, even if in many cases it does not physically produce or supply them. It can also be defined as the organizational entity that is:

1.9.1. manager of the design and production of an item and who is responsible for its compliance with the project;

1.9.2. author of a standard or specification used in repair, maintenance, revision, certification, and standardization of the product, and which defines the values and tolerances that must be respected to meet the characteristics required for it;

1.9.3. assembler of materials or parts from other manufacturers, to build a more complex product; and

1.9.4. modifier of a product from a different manufacturer to adapt it to a specific function, imposing stricter quality control.

1.10. PRODUCTION ITEM: It is a part of a set of parts or objects grouped under the same reference number, following the same engineering design drawings, specifications, and inspection test requirements. That is, they are all items manufactured and available on the market.

1.11. SUPPLY ITEM: Every PRODUCTION ITEM or group of production items is defined by the LOGISTICS AUTHORITY, as necessary for the satisfaction of a specific need. In other words, it is the item that, from a logistical point of view, must be managed, either because it is frequently acquired, or because there is a need to keep it in stock for use and/or distribution to bodies that need it.

1.12. ITEM NAME CODE – ITEM NAME CODE (INC): It is the key for the item nomenclature to be unified in all countries that adopt the NATO Cataloging System, it is unique for each name and consists of 5 (five) digits.

1.13. LIST OF LOGISTICS INFORMATION: List to be provided by the CONTRACTED PARTY, type electronic spreadsheet, compatible with Microsoft Office Excel® software, according to the model to be made available by the CONTRACTING PARTY, and which must contain the Technical Documentation with the TECHNICAL DATA and the MANAGEMENT DATA of all the Supply Items object of the CCC and contained in the FINAL LIST OF SUPPLY ITEMS, observing the provisions of the letters “f”, “g” and “h”, referring directly to the document containing the corresponding technical data.

1.14. INITIAL LIST OF SUPPLY ITEMS: List to be provided by the CONTRACTED PARTY, before signing the contract, at the request of the LOGISTICS AUTHORITY, containing preliminary information regarding the Supply Items related to the material/equipment to be

purchased. It may be based on the Spare Items List or any other equivalent list, according to the manufacturer's logistical organization.

1.15. FINAL LIST OF SUPPLY ITEMS: List prepared by the LOGISTICS AUTHORITY, based on the analysis of the INITIAL LIST OF SUPPLY ITEMS provided by the CONTRACTED PARTY and taking into account relevant logistical aspects, such as the need to obtain, level of maintenance, and disposal, among others. It shall be attached to the Contract, as an integral part of it.

1.16. MASTER REQUIREMENT CODE (MRC CODE): Main Question Code is assigned to each of the different items approved in the Item Identification Guide (IIG) to identify the item characteristic defined by the item.

1.17. NATO STOCK NUMBER (NSN): It is the stock number for an item cataloged following the procedures of the NATO Cataloging System, composed of thirteen digits, of which the first four represent the Item Class, the following two represent the Cataloging Provenance Index (code assigned by NATO to each country affiliated to the SOC), and the last seven correspond to a non-significant sequential numbering.

1.18. NATIONAL CODIFICATION BUREAU (NCB): Body responsible for cataloging, ie for allocating NSNs within a country participating in the SOC. The NCB code is the same as the IPC. Brazil's NCB is the Defense Logistics Systems Support Center (CASLODE), whose code is 19.

1.19. NATO COMMERCIAL AND GOVERNMENT ENTITY CODE (NCAGE): 5 (five) alphanumeric digit code that identifies the company within the scope of the SOC. At SISCADÉ it is called the Company Code (CODEMP).

1.20. REFERENCE NUMBER: Any number used to designate a production item, assigned by the manufacturer, distributor, or anybody with authority over the item's design. Reference Numbers can be considered: Part Number (PN); technical drawing (project) numbers of the item; model or type number designated by the manufacturer; Number of specification or standardization norms, the trade name of the item, as named by the manufacturer, among others.

1.21. NATO COUNTRY: The highest level of membership within the SOC, with all rights, privileges, and prerogatives. It is made up of NATO member countries.

1.22. COUNTRY TIER 1: Basic level of participation created for countries that do not yet have a structured cataloging system or that have one, but are not yet fully adherent to the SOC.

1.23. COUNTRY TIER 2: Level of participation created for countries that have a cataloging system accredited as fully adhering to the principles and rules of the SOC. In addition to all privileges related to the first level of participation (TIER 1), level 2 is characterized by the possibility of assigning NSN to supply items and by exchanging data with other NATO and TIER 2 countries. Brazil is a country TIER 2.

1.24. REFERENCE: Alphanumeric code with no defined extension, assigned to an item during the cataloging process. It is formed by grouping the company code (NCAGE), followed by the reference number which, as a general rule, must be spelled as assigned by the manufacturer.

1.25. AERONAUTICS CATALOGING SYSTEM (SISCAE): It is the System that promotes the operation, maintenance, and development of materials and services cataloging activities within the scope of the Air Force Command (COMAER), following the documents that govern the System NATO Cataloging System (SOC) and the Defense Cataloging System (SISCADE), with CECAT as the Central Organ.

1.26. DEFENSE CATALOG SYSTEM (SISCADE): Uniform system for identification, classification, and coding of supply items of the Brazilian Armed Forces and exclusive to the Ministry of Defense, as well as other participating agencies. SISCADE establishes standards for the encoding and exchange of data to preserve compatibility with the SOC, with CASLODE as its Central Body, responsible for attributing the NSN in Brazil.

1.27. NATO CATALOGING SYSTEM (SOC): This is a common and uniform system for identifying, classifying, and coding supply items. Constituted to allow maximum efficiency in logistical support and to facilitate the management of material data, initially for the signatory countries of the North Atlantic Treaty Organization (NATO), being, later, also open to non-signatory countries.

## 2. CLAUSE TWO - OBJECT

2.1. The purpose of this instrument is the acquisition of Loader Transporter equipment, Type I and Type II, in compliance, mainly, with the KC-X3 project, and the KC-390, C-130, and C-105 aircraft, intended for transport activities Brazilian Air Force logistics, according to specifications and quantities established in Basic Project No. 001/STRL/2022, Annex I of this Term of Contract.

2.2. This Term of Contract is linked to the Bidding Notice, identified in the preamble, and to the winning proposal, regardless of transcription.

2.3. Object breakdown:

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	QTY	VALUES (USD)
1	TRANSPORTER LOADER – Type I description, according to the Basic Project and Technical Specification.	UNITY	02	\$ ..... (.....)

two	TRANSPORTER LOADER – Type II description, according to the Basic Project and Technical Specification.	UNITY	08	\$ ..... (.....)
-----	--	-------	----	------------------

**3. THIRD CLAUSE – TERM OF VALIDITY**

3.1. The term of validity of this Term of Contract is that established in the Basic Project, starting on the date of \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending on \_\_\_\_/\_\_\_\_/\_\_\_\_, extendable pursuant to art. 57, §1, of Law No. 8,666, of 1993.

**4. CLAUSE FOUR - PRICE**

- 4.1. The value of this Term of Contract is \$ ..... (.....).
- 4.2. The above amount includes all direct and indirect ordinary expenses arising from the performance of the contract, including taxes and/or taxes, social, labor, social security, tax, and commercial charges, administration fee, freight, insurance, and others necessary for the full compliance with the object of the contract.
- 4.3. According to article 65, § 5, of Law No. 8,666/93, any taxes or legal charges created, amended, or extinguished, as well as the supervenience of legal provisions, when occurring after the deadline for submission of the proposal, with proven repercussions on the contracted prices, will imply the revision of these for more or less, as the case may be.

**5. CLAUSE FIVE - BUDGET ALLOCATION**

- 5.1. The expenses resulting from this contracting are programmed in its budget allocation, provided for in the Union budget for the year 2022, in the classification below:  
 Management/Unit: 00001/120071  
 Source: 0180120320 / 0150120320  
 Summary Work Program: 204079  
 Nature of Expense: 449052  
 Action: 15XX - Acquisition of Aircraft for Strategic Logistics Transport  
 IP: FAQM02KX301

5.2. This contract may be funded by another Source, Program and Action made available by COMAER, whose purpose is compatible with the Object of the Contract.

**6. CLAUSE SIX - PAYMENT**

6.1. The payment term and other conditions related to it can be found in the Basic Project.



**7. CLAUSE SEVEN - ADJUSTMENT**

7.1. The rules regarding the adjustment of the contractual value are those established in the Basic Project, attached to this Contract.

**8. CLAUSE EIGHT - PERFORMANCE GUARANTEE**

8.1. There will be no requirement for a performance guarantee for this contract.

**9. CLAUSE NINE - CONTRACTUAL GUARANTEE OF THE GOODS**

9.1. The provision of a contractual guarantee of the goods in this contract will be required, according to the rules contained in the Basic Project, attached to this Contract.

**10. CLAUSE TEN - DELIVERY AND RECEIPT OF THE OBJECT**

10.1. The conditions of delivery and receipt of the object are those provided for in the Basic Project, attached to this Contract.

**11. CLAUSE ELEVEN - SUPERVISION**

11.1. The inspection of the execution of the object will be carried out by a Commission/Representative appointed by the CONTRACTING PARTY, as established in the Basic Project, attached to this Contract.

**12. CLAUSE TWELVE - OBLIGATIONS OF CONTRACTING PARTY AND CONTRACTED PARTY**

12.1. The obligations of the CONTRACTING PARTY and the CONTRACTED PARTY are those provided for in the Basic Project, attached to this Contract.

**13. CLAUSE THIRTEEN - CATALOGING**

13.1. The CONTRACTED PARTY shall provide the CONTRACTING PARTY for all items on the Final List of Supply Items, prepared by the LOGISTICS AUTHORITY, the TECHNICAL DOCUMENTATION containing the MANAGEMENT DATA and the TECHNICAL DATA, at least 30 (thirty) days in advance of the delivery of the good. The TECHNICAL DATA delivered must allow the CONTRACTING PARTY to catalog the supply items, according to the SOC business rules, by the Full Descriptive Method (Type 1, 1A, or 1B):

13.1.1. The above supply may be made in installments, provided that the delivery of the respective goods, the object of this CONTRACT, is also carried out in installments, as described in the PHYSICAL AND FINANCIAL SCHEDULE.

13.2. The CONTRACTED PARTY is responsible for obtaining, formatting, translating, and organizing the TECHNICAL DOCUMENTATION, containing the TECHNICAL DATA and MANAGEMENT DATA, as well as the LIST OF LOGISTICS INFORMATION sheet, according

to the model to be made available by the CONTRACTING PARTY, referring to the items contained in the FINAL LIST OF SUPPLY ITEMS of this CONTRACT, including with its suppliers and subcontractors. The financial charges arising from such actions, regardless of the origin and origin of the items, will be borne by the CONTRACTED PARTY.

13.3. In situations where the items contained in the FINAL LIST OF SUPPLY ITEMS of this CONTRACT are manufactured under license and/or require the manufacturer to be approved by product certification bodies recognized by the CONTRACTING PARTY, the CONTRACTED PARTY shall present the documents proving licensing and/or approval, as well as update them regarding the qualification granted and their validity.

13.4. TECHNICAL DATA must be presented in a digital file, type PDF ("*Portable Document Format*"), with guaranteed visibility of all its information, in Portuguese, for items manufactured in Brazil (TIER 2 country), in TIER 1 countries, and non-SOC countries; and in English for items manufactured in other countries (NATO countries and TIER 2 countries, except Brazil), no other language is accepted, even if originating from the item's manufacturer.

13.5. The CONTRACTED PARTY shall allow the TECHNICAL DOCUMENTATION, containing the TECHNICAL DATA and MANAGEMENT DATA, provided to be used for national and international cataloging, according to the standards established by SOC, SISCADE, and the standards established by SISCAE.

13.6. The MANAGEMENT DATA must be organized in a digital file named LIST OF LOGISTICS INFORMATION, electronic spreadsheet type, compatible with *Microsoft Office Excel® software*, according to the model to be provided by the CONTRACTING PARTY. This worksheet must contain, for each item, a hyperlink directing to its respective document containing the TECHNICAL DATA, when applicable.

13.7. The delivery of MANAGERIAL DATA must be carried out for ALL items included in the Final List of Supply Items.

13.8. The CONTRACTED PARTY will also provide the CONTRACTING PARTY, for all items on the Final List of Supply Items, with the MANAGEMENT DATA listed below, unless otherwise determined by the Logistics Authority:

- 13.8.1. Part Number (reference number assigned by the manufacturer);
- 13.8.2. Item nomenclature;
- 13.8.3. NSN (Nato Stock Number), if any ;
- 13.8.4. Item manufacturer's corporate name;
- 13.8.5. Manufacturer's CNPJ (IDN, DUNS, or equivalent);
- 13.8.6. Manufacturer's full address;
- 13.8.7. Manufacturer's country;
- 13.8.8. Manufacturer's telephone (with area code or area code);
- 13.8.9. Manufacturer's website;
- 13.8.10. Manufacturer's email;

- 13.8.11. Manufacturer's NCAGE (NATO Commercial and Government Entity) ;
- 13.8.12. Supply unit;
- 13.8.13. Unit price with currency;
- 13.8.14. Item Category;
- 13.8.15. Serial Number (Y/N) or Batch
- 13.8.16. Quantity per package;
- 13.8.17. Lifetime (TLV);
- 13.8.18. Storage time (Shelf Life);
- 13.8.19. Interchangeability/substitutability;
- 13.8.20. Repairability condition;
- 13.8.21. Hazardous materials indicator;
- 13.8.22. Item weight (packed and unpacked);
- 13.8.23. Volume; and
- 13.8.24. Security and control code.

13.9. The list presented above is just an example. New data may be requested, according to the judgment of the Logistics Authority and the class of material to be acquired, and the data contained in the letters "13.8.1" to "13.8.15" are mandatory.

13.10. The delivery of the TECHNICAL DOCUMENTATION, containing the TECHNICAL DATA and MANAGEMENT DATA, referring to the items contained in the Final List of Supply Items of this CONTRACT, must be delivered in open and manipulable media (CD-ROM/DVD-ROM/FLASH DRIVE), without any blocking devices, observing the following:

13.10.1. The CONTRACTED PARTY shall inform all NSNs already assigned to the items contained in the Final List of Supply Items of this CONTRACT if the supply item already has an NSN.

13.10.2. The delivery of TECHNICAL DATA will be waived only for items that already have NSN cataloged by the Full Descriptive Methods (types 1, 1A, or 1B), according to the SOC's business rules.

13.10.3. For items that already have NSN cataloged by the Partial Descriptive Methods (Types 4, 4A, 4B) or Referential Method (Type 2), it is mandatory to deliver the document containing the corresponding TECHNICAL DATA, regardless of the manufacturer's origin.

13.10.4. For items that do not have an NSN, delivery of the corresponding TECHNICAL DATA is mandatory, regardless of the manufacturer's origin, in compliance with the SOC's business rules.

13.10.5. For items that do not have an NSN, originating from a NATO or TIER 2 country (except Brazil), it will be up to the CONTRACTED PARTY to confirm the veracity of the Reference Number informed, together with its true manufacturer, that is, the Reference of the item that corresponds to the NCAGE + Reference number.

Such confirmation must be registered in the corresponding field of the Logistics Information List, with a hyperlink directing to its respective document proving the aforementioned contact and the manufacturer's response. The digital file must be in PDF (Portable Document Format), with guaranteed visibility of all your information.

13.11. During the Project Life Cycle, the CONTRACTED PARTY will provide, whenever necessary, all information regarding updates regarding identification or manufacturing changes made to equipment or spare parts, address changes and manufacturer identification, and changes in data management of the material, without additional costs for the CONTRACTING PARTY.

13.11.1. If the CONTRACTING PARTY identifies, throughout the Project Life Cycle, any item not included in the FINAL LIST OF SUPPLY ITEMS and requires the TECHNICAL DOCUMENTATION, containing the TECHNICAL DATA and MANAGEMENT DATA, the CONTRACTED PARTY shall arrange for the delivery of the requested data, without additional costs for the CONTRACTING PARTY, to allow the correct monitoring of the project cycle.

13.12. The CONTRACTED PARTY recognizes its position as directly and exclusively responsible for the damages that, by itself, its agents, employees, or subcontractors cause to public property or third parties, due to the provision of documentation for cataloging and management of items, containing wrong or outdated data, not evading or reducing this responsibility because of the activity of the Contract Inspector and Receipt Commission.

13.13. Information classified by the CONTRACTED PARTY as a commercial or industrial secret will not be disclosed outside the governmental circle without its express authorization, and items that have such classifications must be informed in this Contract and the Logistics Information worksheet.

13.13.1. For allegations of failure to provide the technical data necessary to use the full descriptive identification method due to trade secrets of the CONTRACTED PARTY and its subcontractors, duly evidenced and justified by the Logistics Authority, the MRC PRPY Proprietary Characteristics must be used to make the data inaccessible to other users of the NATO Cataloging System who do not need to know confidential information.

13.13.2. For supply items, whose INC are provided for in CodSP-79 (Quality Metrics - INC/Common Items of Supply) in its most current version, the CONTRACTED PARTY, without any exceptions, must provide the TECHNICAL DATA necessary to ensure the cataloging using the full descriptive identification method, provided in item 13.1 of this Clause.

13.14. The CONTRACTING PARTY will be responsible for maintaining the level of security and confidentiality attributed to the TECHNICAL DATA provided by the CONTRACTED PARTY, complying with security standards, particularly concerning patents and registrations. The TECHNICAL DATA referring to the patented items must be properly classified, by the CONTRACTED PARTY, as to the degree of security.

13.15. The main obligations are conferred on those stipulated in this CLAUSE, so that, in the event of non-compliance, that is, non-delivery, non-acceptance of the documentation and data provided, the delivery of incorrect information, or even the failure to comply with the stipulated term, directly impacts the financial disbursement schedule of the entire contract, in addition to the applicability of the acts provided for in CLAUSE 15 - ADMINISTRATIVE SANCTIONS.

13.16. The CONTRACTED PARTY, in case of technical impossibility or insurmountable difficulty to comply with the provisions of this CATALOG CLAUSE, in any of its provisions, must submit, in writing, justifications to the CONTRACTING PARTY, who will be responsible for analyzing them and issuing a favorable opinion or not to its acceptance.

13.17. The PARTIES submit to the regulation of the Ministry of Defense on the topic "Cataloging Clause", according to the Defense Cataloging System Manual (MD40-M-02), of July 10, 2020, and ICA 401-1 /2021, of February 4, 2021, which deals with the "Application of Cataloging to Logistics".

#### **14. CLAUSE FOURTEEN - SUBCONTRACTING**

14.1. Subcontracting the entire or the principal portion of the obligation is prohibited.

14.1.1. The permitted cases are listed in item 9 of the Basic Project, Annex I of this Notice.

#### **15. CLAUSE FIFTEEN - ADMINISTRATIVE SANCTIONS**

15.1. The sanctions related to the execution of the contract are those provided for in the Basic Project, attached to this Contract.

#### **16. CLAUSE SIXTEEN - TERMINATION**

16.1. This Term of Contract may be terminated:

16.1.1. by a unilateral and written act of the Administration, according to the following situations:

16.1.1.1. non-compliance with contractual clauses, specifications, projects, or deadlines;

16.1.1.2. irregular compliance with contractual clauses, specifications, projects, and deadlines;

16.1.1.3. the slowness of its fulfillment, leading the Administration to prove the impossibility of completing the supply, within the stipulated deadlines;

16.1.1.4. unwarranted delay in commencing service or delivery;

16.1.1.5. the interruption of the service or supply, without just cause and prior communication to the Administration;

16.1.1.6. the total or partial subcontracting of its object, the association of the contracted party with others, the assignment or transfer, in whole or in part, as

well as the merger, spin-off, or incorporation, not admitted in the public notice and the contract;

16.1.1.7. failure to comply with the regular determinations of the designated authority to monitor and supervise its execution, as well as those of their superiors;

16.1.1.8. the repeated commitment of faults in its execution;

16.1.1.9. the declaration of bankruptcy or the establishment of civil insolvency;

16.1.1.10. the dissolution of the company or the death of the CONTRACTED PARTY;

16.1.1.11. the social change or modification of the purpose or structure of the company, which jeopardizes the performance of the contract;

16.1.1.12. reasons of public interest, of high relevance and broad knowledge, justified and determined by the highest authority of the administrative sphere to which the contracting party is subordinated and recorded in the administrative process to which the contract refers;

16.1.1.13. the occurrence of a fortuitous event or force majeure, duly proven, preventing the execution of the contract.

16.1.2. The termination mentioned in the previous sub-item entails the following consequences, without prejudice to the sanctions provided for in the Term of Contract:

16.1.2.1. the immediate assumption of the object of the contract, in the state and place in which it is found, by an act of the Administration;

16.1.2.2. occupation and use of the site, facilities, equipment, material, and personnel employed in the execution of the contract, necessary for its continuity;

16.1.2.3. execution of the contractual guarantee, for reimbursement of the Administration, and the amounts of the fines and indemnities owed to it;

16.1.2.4. retention of credits arising from the contract up to the limit of losses caused to the Administration.

16.1.3. amicably, by agreement between the parties, reduced to term in the bidding process, provided it is convenient for the Administration.

16.2. The cases of contractual termination will be formally motivated, assuring the CONTRACTED PARTY the right to a prior and full defense.

16.3. The CONTRACTED PARTY recognizes the rights of the CONTRACTING PARTY in the event of administrative termination, in cases of total or partial non-performance of the contract.

16.4. The termination term will be preceded by a Report indicating the following aspects, as the case may be:

16.4.1. Balance of contractual events already fulfilled or partially fulfilled;

16.4.2. List of payments already made and still due;

16.4.3. Compensation and fines.

16.5. The Contracting Party's decision to unilaterally terminate the contract must be notified to the CONTRACTED PARTY at least 30 (thirty) days in advance.

16.6. In the event of termination of this contract, the accounts will be settled regarding the rights and obligations of the parties, to be carried out within a maximum period of 60 (sixty) days, counting from the date on which the party that decides to terminate communicate the fact to the other party, when the debit or credit balances of each party and the respective settlement conditions will be determined.

16.7. In any case of termination, the following must be observed:

16.7.1. the Contracting Party shall pay the CONTRACTED PARTY, before the date of termination, the value of all steps formally received definitively;

16.7.2. the CONTRACTED PARTY shall pay the CONTRACTING PARTY the amount of administrative sanctions that may be imposed under this contract. Otherwise, the Contracting Party may execute the financial guarantee for the performance of the contract in the amounts due; and

16.7.3. the document of the financial guarantee for the performance of the contract, held by the Contracting Party, may be returned to the CONTRACTED PARTY, upon request, except in cases of termination attributable to the CONTRACTED PARTY, in which case it will be retained until the rescission settlement is completed.

16.8. In the event of termination, based on items XII to XVII of art. 78 of Law No. 8.666/93, the CONTRACTED PARTY will be reimbursed for regularly proven losses that it has suffered, and will also be entitled to the return of all financial guarantees, payments due for the performance of the contract until the date of termination, and payment of the cost of demobilization, if there is. The CONTRACTED PARTY shall deliver to the CONTRACTING PARTY all finished or semi-finished supplies that have been paid for by the CONTRACTING PARTY.

## **17. CLAUSE SEVENTEEN - PERMISSIONS AND VETO**

17.1. The CONTRACTED PARTY is prohibited from interrupting the supply of the purchased material, on the grounds of default by the CONTRACTING PARTY, except in the cases provided for by law.

17.2. The CONTRACTED PARTY is allowed to pledge or use this Term of Contract for any financial transaction, under the terms and following the procedures provided for in Normative Instruction SEGES/ME No. 53, of July 8, 2020.

17.2.1. The assignment of credit, to be made through the execution of an amendment, will depend on proof of the assignee's fiscal and labor regularity, as well as the certification that the assignee is not prevented from bidding and contracting with the Government, under the legislation in force, according to Opinion JL-01, of May 18, 2020.

17.2.2. The credit to be paid to the assignee is exactly the one that would be destined to the assignor (CONTRACTED PARTY) for the execution of the contractual object, with the discount of any fines, disallowances, and losses caused to the Administration, without



prejudice to the use of institutes such as those of the linked account and direct payment provided for in IN SEGES/ME nº 5, of 2017, if applicable.

## 18. CLAUSE EIGHTEEN - AMENDMENTS

18.1. Any contractual changes will be governed by the discipline of art. 65 of Law No. 8,666 of 1993.

18.2. The CONTRACTED PARTY is obliged to accept, under the same contractual conditions, the additions or deletions that may be necessary, up to the limit of 25% (twenty-five percent) of the updated initial value of the contract.

18.3. Deletions resulting from an agreement entered into between the contracting parties may exceed the limit of 25% (twenty-five percent) of the updated initial value of the contract.

18.4. Any modification or extension of the term of this contract must be requested in writing by the CONTRACTED PARTY at least 3 (three) months before the end of the term of the contract, for due analysis by the Contracting Party, except in the cases of extension provided for in art. 57, § 1, of Law No. 8,666/93.

18.5. The parties agree that the deadlines set for the beginning, completion, or delivery of the coming stages of this contract may be extended, at the request of the CONTRACTED PARTY and the discretion of the Contracting Party, if any of the reasons listed below, listed in art. 57, § 1, of Law No. 8.666/93, duly notified in the process, not caused directly or indirectly by negligent or intentional acts attributable to the CONTRACTED PARTY and that prevents it from respecting the deadlines set out in the Physical-Financial Schedule:

18.5.1. Change of design or specifications by the Contracting Party;

18.5.2. Exceptional or unforeseeable occurrence, foreign to the will of the parties, which fundamentally alters the conditions of performance of the contract;

18.5.3. Interruption of the performance of the contract or reduction of the pace of work by order and in the interest of the Contracting Party;

18.5.4. Increase the quantities initially fixed on this contract, within the limits allowed by Law No. 8,666/93;

18.5.5. Impediment of performance of the Contract due to a fact or act of a third party recognized by the Contracting Party in a document contemporaneous with its occurrence; and

18.5.6. Omission or delay of measures under the responsibility of the Contracting Party, including concerning the expected payments that directly result in impediment or delay in the performance of the contract.

18.6. The CONTRACTED PARTY shall notify the Contracting Party of the occurrence of any cause justifying the extension of the stage, among those described above, within 5 (five) business days of its beginning, duly accompanied by all supporting documentation that justifies the claim and demonstrates the relationship of causality between the alleged reason and the potential delay in meeting the deadline(s) of the step(s), requesting the necessary extension,



explaining, in a reasoned manner, the requested extension deadline and specifying the step(s) that will be subject to this extension.

18.7. In the event of the cases provided for in sub-clauses 18.5.1, 18.5.3, or 18.5.6 above, the period of 5 (five) business days will start from the receipt by the CONTRACTED PARTY of the official communication, issued in writing by the Contracting party, which determines the measures therein described.

18.8. The Contracting Party will analyze the reason presented by the CONTRACTED PARTY in its request for an extension of time and, if it deems the causal link between the event and the impossibility of complying with the indicated step(s) to be proven, it will define, through a notification to the CONTRACTED PARTY, issued by the Expense Authorization of the contract, new deadline for the fulfillment of the referred step(s).

18.9. If the CONTRACTED PARTY does not comply with the new deadline stipulated by the Contracting Party, it will be subject to the sanctions provided, and its delay will be counted from the new date defined for the fulfillment of said extended stage.

18.10. Before delivery of the object, the CONTRACTED PARTY may incorporate modifications aimed at correcting defects, improving the project, or ensuring compliance with the terms of this contract, provided that such modifications do not affect, to the detriment of the CONTRACTED PARTY, prices, the delivery schedule of the object and/or other supplies of goods or services.

18.10.1. All costs directly or indirectly related to any proposed or incorporated modifications to correct defects, or even to modifications that incorporate improvements in conditions, will be borne by the CONTRACTED PARTY.

18.10.2. The changes proposed by the CONTRACTED PARTY shall be analyzed and decided by the Contracting Party within 10 (ten) business days.

18.10.3. The Contracting Party may also request improvements in the design of the good due to new operational requirements or new technology choices.

18.10.4. For changes arising from improvements requested by the Contracting Party, all expenses corresponding to studies, projects, drawings, manufacturing plans, flight and ground tests, technical documentation, reports, and others, will be the responsibility of the Contracting Party.

18.11. If the economic-financial balance of the contract is impaired, the contract may be amended, provided that it is duly justified, to re-establish the conditions that the parties initially agreed to in the relationship between the CONTRACTED PARTY's charges and the fair remuneration by the Contracting Party. This may occur in the event of unforeseeable or predictable events, but with incalculable consequences, delaying or impeding the execution of the agreement, or even, in the event of a fortuitous event and force majeure or fact of the prince, configuring an extraordinary and extra-contractual economic risk.

18.12. Any taxes or legal charges created, amended, or extinguished, as well as the occurrence of legal provisions, when they occur after the date of submission of the proposal,

with proven repercussions on the contracted prices, will imply the revision of these for more or less.

18.13. The request for review must be made, in writing, by the interested PARTY and must bring, in its wake, supporting documents that demonstrate:

18.13.1. the occurrence of variation in the contracted charges (increase or reduction, as the case, maybe);

18.13.2. the existence of a causal link between the event that occurred and the change in the contracted charges;

18.13.3. the absence of fault on the part of the interested party for the alteration of its contracted charges;

18.13.4. that the event occurred after the deadline for submission of the proposal; and

18.13.5. that the occurrence of the event was unpredictable or predictable, but with incalculable consequences.

18.14. The interested party must submit a request for review to the other party accompanied by all supporting documentation, which justifies the claim and demonstrates the potential need for economic and financial rebalancing.

18.15. The requested party will analyze the reason presented by the interested party in its request and, if it deems the fact to be proven, will formalize the change.

18.16. The amendments referred to in this clause must be formalized through an Addendum.

## 19. CLAUSE NINETEEN - OMISSIONS

19.1. The omissions will be decided by the Administration, according to the provisions contained in the Brazilian bidding and administrative contracts law and, alternatively, according to the provisions contained in the Consumer Defense Code, or similar, as well as in the general rules and principles of the contracts.

## 20. CLAUSE TWENTY - CORRESPONDENCE

20.1. All notices and requests necessary or authorized under the terms of this Contract must be made in writing, either by personal delivery to the party's authorized legal representative (Contract Inspector for the Contracting Party and Agent for the CONTRACTED PARTY) to whom it is given, or by registered mail (with receipt protocol), express mail ( *tracking number* - required) or facsimile, to be confirmed by subsequently registered mail and the date on which such notice or request is so in-person delivered, or if such notice or request is given or made by registered mail.

20.2. Correspondence will be considered received on the date it is personally delivered; or if made by registered mail, on the date on the acknowledgment of receipt; or even if by facsimile, on the date it was sent, provided that the confirmation is printed correctly. In all such cases, any term will begin to run on the first subsequent business day.

20.3. Correspondence will be deemed to have been delivered on the date indicated on the receipt, delivery notice, receipt protocol, mail tracking system operated by the carrier or courier company, proof of fax issuance, or date of dispatch contained in an electronic message system, as per the case.

20.4. The recipient addresses to be used in administrative correspondence will be the following:

For the CONTRACTING PARTY:

A/C Expense Orderer

Brazilian Aeronautical Commission in Washington (CABW)

1701 22nd Street, NW

ZIP: 20008 - Washington, DC

For the CONTRACTED PARTY:

XXXX XXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

## 21. CLAUSE TWENTY-ONE - PUBLICATION

21.1. incumbent upon the CONTRACTING PARTY to arrange for the publication of this instrument, by extract, in the Official Federal Gazette, within the period provided for in Law No. 8,666 of 1993.

## 22. CLAUSE TWENTY - JURISDICTION

22.1. This CONTRACT will follow the principles of the Brazilian law of bids and contracts and the peculiarities of the local legislation of Washington DC

22.2. Any disputes arising from this contract, which cannot be resolved amicably, will be brought before the Courts. To this end, the Washington - DC Court of Justice is elected to settle disputes arising from the execution of this Contract that cannot be settled by conciliation.

22.3. All those directly or indirectly involved in the process of executing the CONTRACT must comply with the provisions of Law No. 12,846, of August 1, 2013, regulated by Decree No. 8,420, of March 18, 2015, and in Law No. 12,813, of May 16, 2013, with special attention to its art. 5th and 6th.

**23. CLAUSE TWENTY-ONE - ACTS OF GOD AND FORCE MAJEURE**

23.1. Acts of God and force majeure are considered, for this contract, any event of nature, or any other event resulting from human action outside the will of the parties that happen after the beginning of the execution of this contract, which is unpredictable or unavoidable and creates for the parties insurmountable impossibility of normal execution of this contract, under the terms of the sole paragraph of art. 393 of the Civil Code.

23.2. The occurrence of acts of God and force majeure may give rise to:

23.2.1. request for contractual amendment through an addendum;

23.2.2. extension request; or

23.2.3. termination, if the effects of the fortuitous event and force majeure definitively make the execution of the object of this contract unfeasible.

23.3. Extension of deadlines will not be granted if the event of unforeseeable circumstances and force majeure occurs after the beginning of the default of the installment.

**24. CLAUSE TWENTY-TWO - GENERAL PROVISIONS**

24.1. In cases of request for a price review for the contract or termination, the Contracting Party may request the information necessary to investigate the costs related to the object of this contract and the CONTRACTED PARTY shall provide such information, strictly related to the order, to the extent necessary to meet the CONTRACTED PARTY's requests. Under no circumstances will the CONTRACTED PARTY be obliged to provide confidential or strategic information; however, the CONTRACTED PARTY must consider that the failure to provide any information may impair the fulfillment of requests for price adjustment or settling of accounts, in cases of contractual rescission.

24.2. The CONTRACTING PARTY reserves the right to obtain, from the CONTRACTED PARTY, audited income statements for the year, for any fiscal year ended during the validity of this CONTRACT. The fact that the requested income statements for the year are not yet complete or approved will not be a justification for not complying with the CONTRACTING PARTY's request under the terms of this Sub-Clause if a period of more than 9 (nine) months has elapsed after the end of the relevant fiscal year.

24.3. The Contracting Party's acceptance, omission, or tolerance concerning the CONTRACTED PARTY's failure to comply with a clause or condition of this contract will be considered mere liberality, not releasing the CONTRACTED PARTY in any way from fulfilling all obligations assumed therein, which will remain unchanged, as if no acceptance, omission or tolerance had occurred, not constituting, in any case, a rule to be followed or novation.

**25. CLAUSE TWENTY-THREE - LANGUAGE**

25.1. This contract instrument is written in the English language.

25.2. The parties agree to use the English language in all acts related to the contract.

**26. CLAUSE TWENTY-FOUR - EXEMPLARIES**

26.1. This contract is entered into in 2 (two) original copies, of equal content and form, with the following destination:

- a) An original copy for the CONTRACTING PARTY;
- b) An original copy for the CONTRACTED PARTY.

**27. CLAUSE TWENTY -FIVE - INTEGRATED DOCUMENTS**

27.1. All documents that may be produced by the parties, duly recognized and signed, as a result of the execution of this instrument of agreement, and also the minutes and other documents signed between the PARTIES, from meetings and other definitions taken;

27.2. In the event of divergence between this contract and any of its annexes or integral documents, the content of the contract, the content of the annexes, and, then, the provisions of the aforementioned integral documents, in the order of priority in which are listed, except in cases where the disagreement is accepted by the parties and the agreement is formalized in writing.

**28. CLAUSE TWENTY-SIX - ANNEXES**

- 28.1. ANNEX I – Basic Project 001/STRL/2022;
- 28.2. ANNEX II - CONTRACTED PARTY's Proposal;
- 28.3. ANNEX III – Physical-Financial Schedule – Type I Loader; and,
- 28.4. ANNEX IV – Physical-Financial Schedule – Type II Loader.

For firmness and validity of the agreement, this Term of Contract was drawn up in two (two) copies of equal content, which, after being read and found in order, will be signed by the contracting parties.

\_\_\_\_\_ from \_\_\_\_\_ from 2022.

The legal representative of the **CONTRACTING PARTY** :

“MINUTE”

XXXXXX

Head of BACW

The legal representative of the CONTRACTED PARTY:

“MINUTE”

---

XXXXXX

Legal Representative

**WITNESSES :**

“MINUTE”

---

XXXXXX

Internal Control Agent

“MINUTE”

---

XXXXXX

CONTRACTED PARTY Legal Representative