ANNEX III

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



CONTRACT No. XXX/CABW/2024

BIDDING PROCESS No. 240648/CABW/2024 PAG No. 67102.240648/2024-25

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PAG No. **67102.240648/2024-25** CONTRACT No. **XXX/CABW/2024** HIRING A SPECIALIZED COMPANY TO SUPPLY FIVE OVERHAULED ENGINES PT6A-114A, AND RECEIVING FIVE USED ENGINE AS PART PAYMENT AS ESTABLISHED IN THE TERM OF REFERENCE 23/PAMASP/2024, WHICH THE BRAZILIAN FEDERAL GOVERNMENT ENTERS, THROUGH THE BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON, WITH THE COMPANY [COMPANY NAME].

The Brazilian Government, through the Parque de Material Aeronáutico de São Paulo, hereby represented by Col. XXXXXXXXXXXX , in the use of its legal powers, and in accordance with § 1 of article 89 of Federal Law No. 14,133/2021, hereinafter referred to as CONTRACTING PARTY, and the company [COMPANY NAME], headquartered at [STREET], Zip Code [POSTAL CODE], in the Municipality [STATE/MUNICIPALITY], hereinafter the CONTRACTED PARTY, hereby represented by Mr./Ms. [NAME OF LEGAL REPRESENTATIVE], holder of ID No. [ID No.], and in view of the content of PAG No. 67102.240050/2024-36, and the final result of the Bidding Process No. 240050/CABW/2024, based on the premises contained in article 1, of Annex III, of Ordinance GM-MD No. 5,175, of December 15, 2021, MCA 176-1, and related legislation, resolve to enter into this contract and execute this instrument, in accordance with the following terms and conditions:

1. CLAUSE FIRST - DEFINITIONS

- **1.1.** To make terminology easier to understand and simplify the text, the following abbreviations and expressions have been adopted, followed by their definitions below:
- **1.2. ADMINISTRATION** Brazilian Federal Government, represented by the Brazilian Aeronautical Commission in Washington;
- **1.3. COMAER** Aeronautical Command;
- **1.4. CONTRACTED PARTY** Individual or legal entity contracted to perform the services;
- **1.5. CONTRACTING PARTY** Brazilian Aeronautical Commission in Washington, DC (BACW);
- **1.6. EXPENDITURE CONTRACT** or **CONTRACT** The Contract that the Public Administration (CONTRACTING PARTY), acting as such, signs with a private individual or another Administrative Entity (CONTRACTED PARTY), for the execution of the services in question and under the conditions established by the Public Administration itself;
- **1.7. AUTHORIZING OFFICER** Administrative agent with the power to carry out acts that result in quotes for resources, authorize payment, supply resources, approve budgets, among other actions;
- **1.8. FAB -** Brazilian Air Force;

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- **1.9. INVOICE** Commercial document that formalizes the act of purchase and sale, which must contain, among other information, the following data: quantity of supply, unit of supply, price, payment terms, taxes, fees, and FAB purchase order number;
- **1.10. OM** Military Organization;
- **1.11. MONITOR** The individual or committee that represents the CONTRACTING PARTY before the CONTRACTED PARTY, designated to systematically supervise compliance with the contractual clauses and complementary orders issued by the Government, in all its aspects;
- **1.12. PAAI** Formal internal administrative procedure consisting of the recording of all acts to ascertain the administrative facts necessary to clarify and review the judgments of the competent authority, allowing for due process, which will culminate in the application or not of administrative sanctions;
- 1.13. PAG Administrative Management Process;
- **1.14. TERM OF REFERENCE** According to Law No. 14,133, of April 1, 2021, it is the document required for contracting goods and services, which must contain the parameters and elements listed in item XXIII, of article 6th. It is prepared based on suggestions taken from preliminary technical studies, which guarantee the technical feasibility and adequate treatment of the environmental impact of the project, as well as the evaluation of the costs of the project or service, defining the methods and deadlines for its execution; and
- **1.15. TERM OF RECEIPT -** Document issued by COMREC attesting and accepting the services provided;
- **1.16. BACW** Brazilian Aeronautical Commission in Washington;
- **1.17. CFR (Cost and Freight)** Cost and freight. Defines that once inside the main transport, the risks for the goods become entirely of the CONTRACTING PARTY, including the contracting of Cargo Insurance. INCOTERMS 2020;
- 1.18. COMREC Goods and Services Receipt Commission;
- **1.19.** CTLA (Air Force Logistics Transport Center) Located at Estrada Alfredo Rocha, 495 Ilha do Governador Rio de Janeiro RJ Brazil, CEP 21941-580;
- **1.20. INVOICE** Document that formalizes a purchase or service transaction;
- 1.21. OM REQUESTER AERONAUTICAL MATERIAL PARK OF SÃO PAULO; e
- 1.22 OM BUYER BRAZILIAN AERONAUTICAL COMISSION.

2. CLAUSE SECOND - OBJECT

- **2.1.** The purpose of this instrument is to contract a company to supply the purchase of five PRATT & WHITNEY engines model PT6A-114A "OVERHAULED", receiving as part payment five engines of the same model in used condition, as established in the Term of Reference 23/PAMASP/2024.
- **2.2.** This contract is binding, regardless of transcription:
 - **2.2.1.** The Term of Reference;

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- **2.2.2.** The Bidding Notice;
- **2.2.3.** The CONTRACTED PARTY's Price Proposal;
- **2.2.4.** Any annexes to the aforementioned documents.
- **2.3.** The following annexes are an integral part of this contract, regardless of whether or not they are transcribed here:
 - **ANNEX A TERM OF REFERENCE;**
 - **ANNEX B** CONTRACTED PARTY'S PRICE PROPOSAL;
 - ANNEX C PHYSICAL-FINANCIAL SCHEDULE; AND
 - **ANNEX D** REVERSE AUCTION NOTICE

3. CLAUSE THIRD - VALIDITY AND EXTENSION

- **3.1.** The contract is valid for **12** (twelve) months from the signing of the contract that it can be add in 6 (six) months.
- **3.2.** The CONTRACTED PARTY does not have a subjective right to a contractual extension.
- **3.3.** The contract must be extended by means of an addendum.
- **3.4.** The contract may not be extended when the CONTRACTED PARTY has been penalized by the sanctions of being declared unfit or prevented from bidding and contracting with public authorities, observing the scope of application.

4. CLAUSE FOURTH - CONTRACTUAL EXECUTION AND MANAGEMENT MODELS

- **4.1.** The object will be performed by the CONTRACTED PARTY as described herein and in accordance with the TERM OF REFERENCE, Annex A and all annexes of contract.
- **4.2.** The CONTRACTED PARTY shall maintain all the conditions for qualification during the bidding process throughout the term of this CONTRACT.
- **4.3.** The contractual execution regime, the management and execution models, as well as the deadlines and conditions for completion, delivery, observation, and receipt of the object are set out in the Term of Reference, attached to this Contract.

5. CLAUSE FIFTH - SUBCONTRACTING

- **5.1.** The subcontracting is limited to cases in which the CONTRACTED PARTY presents, at the time of delivery of the object, the certificates of conformity, guarantees and supporting documents provided for in the requisition, all related to quality assurance and traceability of the object of the contract.
- **5.2.** It is forbidden to subcontract the whole or the main part of the contract, which consists of supplying the landing gear set that is the subject of this contract.
- **5.3.** The subcontracting may cover the packaging of the material, its transportation to the place of delivery foreseen in this contract, repairs related to the warranty and maintenance provided for in

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the item 5 of the Term of Reference, and other activities necessary for the execution of the object by the CONTRATED PARTY.

- **5.4.** The subcontracting is the sole and exclusive responsibility of the CONTRACTED PARTY, and shall be held solely liable for the guarantees, not only of the service and the deadlines, but also for the insurance coverage it is responsible for.
- **5.5.** The CONTRACTING PARTY may assess whether the subcontractor meets the technical qualification requirements for the execution of the object.
- **5.6.** In the event of subcontracting, the CONTRACTED PARTY shall remain fully responsible for the perfect execution of the contract, supervision, and coordination of the subcontractor's activities, as well as being liable for the strict contractual obligations corresponding to the subcontracting object.
- **5.7.** The CONTRACTING PARTY shall not be liable for any commitments assumed by the CONTRACTED PARTY with third parties, even if linked to the execution of the Term of Reference, as well as for any damage caused to third parties as a result of an act by the CONTRACTED PARTY, its employees, agents, or subordinates.
- **5.8.** The CONTRACTED PARTY may not provide or pass on to third parties any information or data on the performance of the contract.

6. CLAUSE SIXTH - PRICE

- **6.1.** The total value of the contract is US\$...... (....)
- **6.2.** The above amount includes all ordinary direct and indirect expenses arising from the execution of the object, including taxes, social, labor, social security, fiscal and commercial charges, administration fees, freight, insurance, and others necessary for full compliance with the object of the contract.
- **6.3.** The value above is merely an estimate, so payments due to the CONTRACTED PARTY will depend on the services performed.

7. CLAUSE SEVENTH - PAYMENT

7.1. The payment will be made in accordance with the Public Notice.

8. CLAUSE EIGHTH - ADJUSTMENT

- **8.1.** The contracted price for the services provided is fixed and cannot be changed in the first 12 (twelve) months of execution of the Contract.
- **8.2.** After the first 12 (twelve) months, the agreed price may be adjusted, upon request of the CONTRACTED PARTY, and the amount of the price adjustment may not exceed the maximum rate of change indicated in the Consumer Price Index for All Urban Consumers (CPI- U) Expense Category All Items, issued by the Bureau of Labor Statistics BLS, exclusively for obligations initiated and completed after the 12 (twelve) month period. In adjustments subsequent to the first,

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the minimum interval of 12 months (one year) will be counted from the financial effects of the last adjustment.

- **8.3.** In adjustments subsequent to the first, the minimum interval of 12 months (one year) shall be counted from the financial effects of the last adjustment. In final measurements, the index used for adjustment will necessarily be the definitive one.
- **8.4.** In the event of delay or non-disclosure of the readjustment index, the CONTRACTING PARTY shall pay the CONTRACTED PARTY the amount calculated by the last known variation, if applicable, settling the corresponding difference as soon as the definitive index is released.
- **8.5.** In the final measurements, the index used for readjustment will necessarily be the final one.
- **8.6.** If there is no legal provision for a substitute index, the parties shall choose a new official index to readjust the price of the remaining amount, by means of an amendment. The CONTRACTING PARTY may take steps to ensure the variation in costs proposed by the CONTRACTED PARTY.
- **8.7.** If there is no legal provision for a substitute index, the parties shall choose a new official index to readjust the price of the remaining amount, by means of an amendment.
- **8.8.** The adjustment will be made by means of an Apostille.
- **8.9.** The inclusion of benefits not provided for in the initial price proposal is prohibited, except when they become mandatory by legal instrument.
- **8.10.** The CONTRACTING PARTY may carry out due diligence to ensure the variation in the costs proposed by the CONTRACTED PARTY.
- **8.11.** The submission of an adjustment proposal by the CONTRACTED PARTY does not imply its acceptance by the CONTRACTING PARTY, which may choose not to renew the contract for the next 12 months.

9. CLAUSE NINETH - OBLIGATIONS OF THE CONTRACTING PARTY

- **9.1.** In addition to what is established in the Term of Reference, the CONTRACTING PARTY, through the assistance of the CONTRACT MONITOR, duly designated for this function, shall:
 - **9.1.1.** Appointing a RECEIPT COMMISSION (COMREC), by means of an Internal Document, to proceed with the receipt of the qualitative and quantitative object of the CONTRACT;
 - **9.1.2.** Providing all the conditions for the CONTRACTED PARTY to carry out its obligations in accordance with the provisions of the CONTRACT, the Public Notice, and its Annexes, and especially the Term of Reference;
 - **9.1.3.** Demanding compliance with all the obligations assumed by the CONTRACTED PARTY in accordance with the provisions of the CONTRACT and the terms and conditions of its proposal;
 - **9.1.4.** Provide monitoring of the object of this contract by an employee specifically designated for the task, who must record the errors found in his own diary;

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- **9.1.5.** Notify the CONTRACTED PARTY in writing of the occurrence of any irregularities during the execution of the purpose of this contract, and establish a deadline for their correction;
- **9.1.6.** Pay the CONTRACTED PARTY the amount due for the execution of the object, as established in the CONTRACT, upon receipt and acceptance of the Invoice; and
- **9.1.7.** Ensuring that, throughout the term of the CONTRACT, all the eligibility and qualification conditions required in the bidding process are maintained, in line with the obligations assumed by the CONTRACTED PARTY.
- **9.1.8.** The PAMASP Authorizing Officer, as representative of the Union, will be formally responsible for ordering the expenditure of the Contract, as well as for all interactions inherent in the execution of the contract.
- **9.1.9.** PAMASP, as the Requesting OM, in the person of its Authorizing Officer as the Union's representative in this contract, will appoint the inspectors, receipt committees and other contract managers, as well as monitoring contract execution, forwarding the invoices and other documents required for the receipt process to CABW, with a view to payment.
- **9.1.10.** The CABW will carry out the necessary procedures for payment of the invoice, recording all these acts in its own administrative file.
- **9.1.11.** The Head of the CABW, as the official representative of the CAB, in order to represent the Requesting OM abroad for any interactions that may the contracted company, such interactions being of a strictly administrative nature. strictly administrative.

10. CLAUSE TENTH - OBLIGATIONS OF THE CONTRACTED PARTY

- **10.1.** In addition to what is established in the TERM OF REFERENCE, the **CONTRACTED PARTY** must:
 - **10.1.1.** Execute the object in accordance with the specifications of the TERM OF REFERENCE and its proposal, with the resources necessary to fully comply with the provisions of the CONTRACT;
 - **10.1.2.** Strictly comply with the specifications and instructions contained in the Public Notice;
 - **10.1.3.** Assume full responsibility for the execution of the contract;
 - **10.1.4.** Ensuring the supply of all materials and equipment necessary for the full and perfect fulfillment of contractual obligations;
 - **10.1.5.** Take responsibility for the selection, qualification, transportation, food, accommodation, hiring and dismissal of its employees, as well as for their legal situation before the labor, traffic, insurance, health, and social security authorities. Failure by the CONTRACTED PARTY to comply with the obligations established herein does not make the CONTRACTED PARTY responsible for payment;
 - **10.1.6.** The CONTRACTED PARTY shall also be liable for any damage caused directly to the CONTRACTING PARTY as a result of the execution of the services by the CONTRACTED PARTY's employees or appointed agents;
 - **10.1.7.** Provide all clarifications requested by the CONTRACTING PARTY and responding immediately to any complaints;

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- **10.1.8.** Replace, at no cost to the CONTRACTING PARTY, any material or equipment supplied that suffers any kind of damage caused by the misuse of its employees, or that has been rejected during inspection tests;
- **10.1.9.** The CONTRACTED PARTY is prohibited from disclosing to third parties any information about the nature or progress of the execution of the object contemplated in this Contract, as well as from notifying the written or oral press, including television and/or any other means of public disclosure, except with the explicit consent of the CONTRACTING PARTY;
- **10.1.10.** Assume all civil liability for the execution of the object and for damages caused by action or omission on the part of the CONTRACTED PARTY's employees, workers, agents, or representatives, intentionally or unintentionally, before the Brazilian Government (Brazilian Air Force Command) and third parties;
- **10.1.11.** Use qualified employees who have essential knowledge of the supply that will be carried out in accordance with the rules and regulations in force;
- **10.1.12.** Assume responsibility for all labor, social and tax obligations, as well as any other duties or obligations provided for in specific legislation, the breach of which shall not result in liability for the CONTRACTING PARTY;
- **10.1.13.** Instruct your employees on the need to follow the guidelines provided by the CONTRACTING PARTY, including with regard to the CONTRACTING PARTY's internal regulations, if any;
- **10.1.14.** Maintain throughout the term of the Contract, in accordance with the obligations assumed, all eligibility and qualification conditions required in the bidding process;
- **10.1.15.** Do not transfer to third parties, in any way, not even partially, any of the responsibilities assumed without the prior and express written approval of the BACW under the terms of this AGREEMENT;
- **10.1.16.** Responsible for the costs arising from any mistakes made in the calculation of the quantitative items of your proposal, including with regard to variable costs associated with future and uncertain facts, being responsible for covering these items if what was initially foreseen in your proposal is not enough to carry out the purpose of the bidding;
- **10.1.17.** The CONTRACTED PARTY shall appoint a manager for the purposes of overall management of the activities/services, monitoring of the CONTRACT and representation with the CONTRACTING PARTY;
- **10.1.18.** Meet all of the CONTRACTING PARTY's requirements, especially those relating to deadlines, execution, and completion of the contracted object;
- **10.1.19.** Responsible for any claims and financial charges that may arise from any legal actions, or damages caused directly or indirectly by the CONTRACTED PARTY, and which may eventually be attributed to the BACW by third parties;
- **10.1.20.** Promptly communicate, in writing, to the BACW, any and all information related to any errors, mistakes or failures found in the Term of Reference; and
- **10.1.21.** The use of suitable equipment and tools to enable the services to be performed correctly and to use efficient and safe working methods.

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11. CLAUSE ELEVENTH - FINANCIAL GUARANTEE

11.1. The financial guarantee will not be supplied in this contract.

12. CLAUSE TWELFTH - VIOLATIONS AND ADMINISTRATIVE SANCTIONS

12.1. Administrative sanctions shall be governed in accordance with Item 17 of the Terms of Reference.

13. CLAUSE THIRTEENTH - CONTRACT TERMINATION

- **13.1.** The contract will be terminated when the period stipulated in it expires, regardless of whether or not the obligations of both contracting parties have been fulfilled.
- **13.2.** The contract may be terminated before the obligations stipulated therein are fulfilled, or before the deadline set therein, unilaterally due to failure or non-performance of the CONTRACTED PARTY, as well as amicably, ensuring the adversarial process and full defense.
- **13.3.** Corporate alterations or changes to the company's purpose or structure shall not give rise to termination if they do not restrict the company's ability to conclude the contract.
- **13.4.** If the operation involves changing the contracted legal entity, an addendum must be formalized for subjective change.

14. CLAUSE FOURTEENTH - BUDGET ALLOCATION

- **14.1.** The expenses arising from this contract will be covered by specific funds set aside in the Federal Budget for this financial year, in the appropriation listed below:
 - I. Management/Unit:
 - II. Source of Resources:
 - III. Work Program:
 - IV. Expense Element:
 - V. Internal Plan:
 - VI. Commitment Note:

15. CLAUSE FIFTEENTH - CHANGES TO THE CONTRACT

- **15.1.** THE CONTRACTED PARTY is obliged to accept, under the same terms and conditions, any changes that imply an increase or subtraction in the value of the demand for services, which may be necessary, to the BACW's discretion, up to a limit of 25% (twenty-five percent) of the total original value of the Contract.
 - **15.1.1.** Since demands are estimated based on the characteristics of the OBJECT of this CONTRACT, reductions in the amount that exceeds the limit of 25% (twenty-five percent) of the Contract may occur during the execution of the CONTRACT at the sole discretion of the CONTRACTING PARTY.

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- **15.1.2.** The set of increases and the set of reductions will be calculated based on the original shipments or services to be provided under the Contract, case by case, without any type of compensation up to the limits established above.
- 15.2. The contract may be amended, with due justification and evidence, to re-establish the initial economic and financial balance of the contract in the event of force majeure, unforeseeable circumstances, or events of incalculable consequences, which make it impossible to perform the contract as agreed, respecting, in any case, the objective distribution of risk established in the contract.

16. CLAUSE SIXTEENTH - CONTRACTUAL SUPERVISION

- **16.1.** The MONITOR must be an agent or agents of the Administration, specifically appointed by the Administration, in accordance with the precepts established by the Ordinance No. 5,175/21, ICA No. 65-8/2024 (Responsibilities of the MONITOR and Receiving Committee), ICA No. 12-23/2023 (Inspection and Receipt of Goods, Services and Application of Administrative Sanctions) and the Electronic Manual for the Supervision of Administrative Contracts (Annex K of RADAe), in order to monitor and supervise compliance with the contract to be entered into.
- **16.2.** Monitoring compliance with the contract consists of checking that the services are in order and allocating the necessary resources.
- **16.3.** Verification of adequate contractual compliance must be carried out based on the criteria established in the TERM OF REFERENCE and in accordance with the contractual terms.
- **16.4.** The execution of the contract shall be monitored and supervised by means of supervisory instruments, including the monitoring of compliance with the obligations arising from this CONTRACT.
- **16.5.** The MONITOR shall record all events related to the execution of the Contract.
- **16.6.** The CONTRACTING PARTY's supervision of the execution of the contract does not eliminate the CONTRACTING PARTY's liability, including to third parties, for any irregularity, even if it arises from technical imperfections, faults, or improper use of equipment, and when such occurrences do take place, they do not imply any liability on the part of the CONTRACTING PARTY, its agents, or employees.
- **16.7.** The MONITOR must, additionally, comply with the following processes:
 - **16.7.1.** Observe and execute, when applicable, all procedures established in ICA No. 65-8/2024 and ICA No. 12-23/2023;
 - **16.7.2.** Monitor the development of all service requests issued to the CONTRACTED PARTY;
 - **16.7.3.** Monitor the development of all services until they are received by CTLA;
 - **16.7.4.** Submit all proposals, questions, discrepancies, and difficulties encountered during contractual execution or that require approval and/or decision for evaluation by the EXPENDITURE ORDERER;
 - **16.7.5.** Receive INVOICES, compare them with the values established in the CONTRACT, certify them and forward them to the EXPENSES ORDERER for approval;

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- **16.7.6.** All INVOICES must be service invoices, detailing, as a minimum, the unit and total values of each cost, values of duties charged, PROCESSING costs and discounts offered, weight and volume of cargo and FAB request number. All supporting documentation must be attached to the INVOICE for validation by the COMREC;
- 16.7.7. If there are other inputs that could influence the cost, they must be detailed; and
- **16.7.8.** Issue, by the fifth day of the following month, a Contract Status Report, in accordance with ICA No. 65-8/2024 and ICA No. 12-23/2023, to the Administration.

17. CLAUSE SEVENTEENTH - RECEIPT OF THE OBJECT

- **17.1.** The object to the CONTRACT will be received by the Receiving Committee in accordance with the specifications established in the TERM OF REFERENCE, Annex A of this Contract.
 - **17.1.1.** All proposals, doubts, discrepancies, and difficulties encountered during the execution of the CONTRACT, or that require an evaluation, must be presented to the CONTRACTING OFFICER for approval and/or a determination must be approved by the Head of BACW.

18. CLAUSE EIGHTEENTH - MODIFICATION OF THE CONTRACTED PARTY

18.1. The merger, alienation, or incorporation of the CONTRACTED PARTY with/into another entity is permitted, provided that all the qualifications established in the bid are maintained, all the clauses of the contract are maintained, there is no prejudice to the conclusion of the contract, and the CONTRACTING PARTY, at its discretion, formally accepts the above in order to continue with the execution of the contract.

19. CLAUSE NINETEENTH - ACT OF GOD OR FORCE MAJEURE

- **19.1.** Acts of God or force majeure must be notified in writing to the Head of the BACW, through the MONITOR, so that he can decide on the appropriate course of action, provided that it can be proven that such events affect the services provided in connection with the subject matter of this CONTRACT.
- **19.2.** For the purposes of this CONTRACT, events will be considered unforeseeable or force majeure if they fall within the legal description provided for in the sole paragraph of article 393 of the Brazilian Civil Code, or in letter "d" of Item II, of article 124, of Federal Law No. 14,133/2021 (Brazil).

20. CLAUSE TWENTIETH - LANGUAGE

20.1. It is agreed between the parties that the language of this CONTRACT, for the purposes of documentation, correspondence, and any other interests, shall be **English**.

21. CLAUSE TWENTY-FIRST - JURISDICTION AND CHOICE OF LAW

21.1. This Agreement shall be made and construed in accordance with the principles of Law of the District of Columbia, without regard to any jurisdiction or conflict of laws doctrine that may apply.

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The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

- **21.2.** The parties agree to make a diligent and good faith attempt to resolve all disputes amicably before either party initiates litigation upon termination of the contract.
- **21.3.** Any dispute or claim arising out of or relating to this Agreement, as a breach thereof, shall be submitted to the Superior Court of the District of Columbia or the United States District Court for the District of Columbia, to the exclusive jurisdiction of which the parties irrevocably submit.

22. CLAUSE TWENTY-SECOND - 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 deemed received by the CONTRACTING PARTY and the CONTRACTED PARTY if delivered to the addresses indicated below by one of the parties to the other 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

To the attention of: Bidding and Contracts Division

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

Phone: (202) 518-7348 Fax: (202) 483-4684

Email: chf.dlc.cabw@fab.mil.br

CONTRACTED PARTY:

Email:

22.2.

| Name of the CONTRACTED PARTY |
|---|
| Attention: Mr./Ms. Name of the legal representative |
| Address 1: |
| Address 2: |
| Telephone: |
| Fax |

The parties have signed this CONTRACT in the presence of the undersigned witnesses.

PAMASP Authorizing Officer

| | Washington, D.C., XXXX, 2024. |
|--------------------|---|
| CONTRACTING PARTY: | |
| | Col. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |

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| - | Col. JANO FERREIRA DOS SANTOS Head of BACW |
|----------------------------------|---|
| | Head of BACW |
| CONTRACTED PARTY: | |
| | |
| | |
| | COMPANY REPRESENTATIVE |
| WITNESSES: | |
| | |
| | |
| | Col. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| | Head of Fiscal Division, PAMASP |
| | |
| | Lt. Col. MICHELE DE SOUZA SIQUEIRA |
| | Head of Fiscal Division, BACW |
| | |
| | |
| | MONITOR OF THE CONTRACT |
| | |
| WITNESS OF THE CONTRACTED PARTY: | |
| THE CONTINUE IN THE TIME I | |
| | NAME: ID no |
| | INAIVIE: IIJ 110 |

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ANNEX A

TERM OF REFERENCE

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ANNEX B



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ANNEX C

PHYSICAL-FINANCIAL SCHEDULE





CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

| Documento: | ANEX III CONTRACT DRAFT |
|-------------------------------|---|
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Este documento foi assinado e conferido eletronicamente com fundamento no artigo 6º, do Decreto nº 8.539 de 08/10/2015 da Presidência da República pelos assinantes abaixo:

Assinado via ASSINATURA CADASTRAL por Ten Cel Int RONALD WILLIAM TURQUE DE ARAUJO no dia 11/12/2024 às 21:30:08 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MICHELE DE SOUZA SIQUEIRA no dia 12/12/2024 às 05:45:06 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel JANO FERREIRA DOS SANTOS no dia 12/12/2024 às 07: 43:07 no horário oficial de Brasília.