

ANNEX

CONTRACT TERM

SERVICE AGREEMENT TERM N. 01/2020, ESTABLISHED BETWEEN THE BRAZILIAN FEDERAL GOVERNMENT, THROUGH THE BRAZILIAN FINANCIAL OFFICE IN NEW YORK OF THE MINISTRY OF FOREIGN AFFAIRS AND THE COMPANY _____

THE FEDERATIVE REPUBLIC OF BRAZIL, HEREIN REPRESENTED BY THE BRAZILIAN FINANCIAL OFFICE IN NEW YORK OF THE MINISTRY OF FOREIGN AFFAIRS (the "Financial Office), with headquarters on 1180 Avenue of Americas, 17th floor, New York, NY 10036, United States, herein represented by its chairwoman, Ambassador Sônia Regina Guimarães Gomes, and (the Contracted Party), company duly organized and existing under the laws of the United States, headquartered at, herein represented by its,, considering the provisions of Process No. 09009.000172/201996, decide to enter into the present Agreement Term, resulting from Competition number 01/2019, by means of the clauses and conditions stated hereafter.

1. CLAUSE ONE - OBJECT

1.1. The object of the present instrument is the contracting of services for medical and dental assistance, life insurance and insurance against dismemberment and death by accident, for serving the needs of the Complementary Plan of Medical Assistance of the Exterior Service, which will be provided in the conditions established in the term of reference, annex to the notice.

1.2. This contract term is linked to the bidding notice identified in the preamble and to the winning proposal, regardless of transcription.

1.3. Object of the contract:

	Prize	Beneficiaries*	Total
Medical plan			
Dental plan			
Life Insurance			
AD&D			

*The number of beneficiaries may vary from month to month

2. CLAUSE TWO - VALIDITY

2.1. The term of this contract is the one established in the notice, with start date on/...../..... and ending on/...../....., and can be extended if the parties are so interested up to the limit of sixty (60) months, provided there is formal authorization from the competent authority and observing the following requirements:

2.1.1. The services have been provided regularly;

- 2.1.2. It is formally stated that the manner of service provision is continuous;
- 2.1.3. A report is attached regarding the contract execution, with information that the services have been regularly provided;
- 2.1.4. A written justification and reason that the BFO is still interested in the service must be attached;
- 2.1.5. It is proven that the contract value remains economically advantageous to the BFO;
- 2.1.6. The contractor expressly manifests its interest in the extension;
- 2.1.7. It is proven that the contractor meets the initial qualification conditions.
- 2.1.8. If the contracted party have no interest in the contract's renewal, a communication must be sent to the BFO 60 days before the contract's expiration date.

3. CLAUSE THREE – PRICE

- 3.1. The total value of the contracting is a maximum of U\$..... (.....).
- 3.2. The premium value per employee per month (PEPM) are those contained in item 1.3 of this contract.
- 3.3. The amount above includes all ordinary direct and indirect expenses incurring from the execution of the object, including taxes and/or duties, incurred social, work, retirement, tax and commercial contributions, administrative, risk, and insurance fees, and other amounts necessary to fulfill the contract in its entirety.
- 3.4. The amount above is merely an estimation, so that the payments owed to the hired company will depend on the amount of services actually provided.

4. FOURTH CLAUSE – BUDGET ALLOCATION

- 4.1. The expenses ensuing from this hiring will be programmed in its own budget allocation, specified in the budget of the Union, for the exercise of 20...., in the classification below:

Management/Unit:

Source:

Work Schedule:

Debit Element:

PI:

4.2. In the following financial year(s), the corresponding expenses will be paid for from its own resources to meet the expenses of the same nature, whose allocation will be done in the beginning of each financial year.

5. CLAUSE FIVE – PLAN PAYMENT AND FINANCING

5.1. The term for payment to the contracted party and the financing model are defined in the term of reference.

6. SIXTH CLAUSE - ADJUSTMENT

6.1. The rules relating to the readjustment of the contract value are those defined in the Terms of Reference.

7. SEVENTH CLAUSE – GUARANTEE OF EXECUTION

7.1. There will be no requirement for performance security for the present contracting.

8. CLAUSE EIGHT – SERVICE EXECUTION AND SUPERVISION REGIME

8.1. The execution regime of the services to be performed by the contractor, the resources to be used and the supervision by the BFO are those set forth in the reference term.

9. CLAUSE NINE – BFO AND CONTRACTOR OBLIGATIONS

9.1. The obligations of the BFO and of the contractor are those set forth in the reference term.

10. CLAUSE TEN - SANCTIONS

10.1. The sanctions related to the contract execution are those set forth in item 7 of the term of reference.

11. ELEVENTH CLAUSE – TERMINATION

11.1. The BFO may terminate this contract at any time without cause by means of a written notice to the BFO with 30 days advance.

11.3 The BFO reserves the right to terminate this contract, at any moment, if the contracted party induces them to error in any manner or if the contracted party is not fulfilling their obligations and does not strive to substantially solve such faults as soon as reasonably possible but not later than 30 days after the notification delivered by the BFO to the contracted party.

12. CLAUSE TWELVE – PROHIBITIONS

- 12.1. The contracted party is forbidden to:
 - 12.1.1. Pledge or use this contract for any financial transaction;
 - 12.1.2. Stop the execution of the services claiming default by the BFO.

13. CLAUSE THIRTEEN – OMISSIONS

- 13.1. Omitted cases will be decided according to the laws applicable to the situation.

14. CLAUSE FOURTEEN – PUBLICATION

- 14.1. The BFO shall see to the publication of this instrument, by excerpt, in the Federal Official Gazette, within the period provided for by Law no. 8666, of 1993

15. CLAUSE FIFTEEN - LAW AND JURISDICTION; WAIVER OF TRIAL BY A JURY

- 15.1. This contract was drafted based on the applicable laws of the state of New York, and in light of the principles of Brazilian bidding law no. 8666, of June 21, 1993.

- 15.2. This contract shall be governed by the laws of the state of New York, without giving effect to conflict of laws, except as otherwise expressly indicated herein.

- 15.3. The federal courts of the Southern District of New York shall have exclusive jurisdiction on any other litigation arising from the composition, interpretation or application of this contract.

- 15.4. EACH PARTY, ACTING ON THEIR OWN BEHALF AND THAT OF THEIR ASSOCIATES, UP TO THE MAXIMUM LIMIT PERMITTED BY LAW KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR ANY LEGAL PROCEEDING ARISING FROM OR RELATED TO THIS CONTRACT OR ANY OTHER SERVICE PROVIDED BY THE CONTRACTING AUTHORITY OR ITS ASSOCIATES. THE DISCLAIMER APPLIES TO ANY OTHER ACTION OR LEGAL PROCEEDING, WHETHER RELATED TO THE CONTRACT, DAMAGES OR OTHERWISE. EACH PARTY AGREES NOT TO INCLUDE ANY OFFICER, ADMINISTRATOR, DIRECTOR OR TRUSTEE FROM THE OTHER PARTY AS PART OF ANY ACTIVITY, PROCESS OR COUNTERCLAIM RELATED TO SUCH DISPUTE.

16. CLAUSE SIXTEEN - GENERAL PROVISIONS

16.1. If any term or other disposition of this contract is considered by a competent jurisdiction court as invalid, illegal, or impossible to be executed by any democratic state under the rule of law, in any particular aspect, or under any particular circumstances, that term or disposition must be modified, erased, or interpreted in such a way as to allow the party to which the benefit was destined the maximum benefit allowed by the modification of the contract, as altered and enforceable, and all other terms, conditions and dispositions of the present contract, however, will remain in full force and effect.

16.2. Any notice will be issued in writing in the English language. The notices must be (a) given in person, (b) transmitted by fax, (c) sent by an express courier service or (d) sent by registered or certified mail to the addresses indicated below. Any change of address must be informed in writing. The notices will be valid (a) at the moment of the delivery, if delivered in person, (b) after confirmation of the transmission, if sent by fax, and (c) 2 (two) business days after the shipping, if sent by express mail. The addresses for receipt of messages for the parties are:

BRAZILIAN FINANCIAL OFFICE IN NEW YORK
1180 Avenue of the Americas 17th floor.
New York, NY 10036
Phone: (646) 487-2652
Fax: (646) 487-2531

CONTRACTED PARTY

.....
.....
.....
.....

16.3. This contract can be executed in 2 (two) or more copies, each of which will be considered an original, but together will be considered as a single instrument, IN WITNESS WHEREOF, each party executes this contract through its respective authorized agents, together with the two (2) witnesses below.

New York, , 2020

BRAZILIAN FINANCIAL OFFICE

(CONTRACTED PARTY)

(WITNESSES)
