

INTERNATIONAL COMPETITION N.º. 1/2025

**International Competition for the ADMINISTRATIVE CONCESSION FOR THE
CONSTRUCTION, EQUIPPING , OPERATION, MAINTENANCE AND PROVISION
OF SERVICES OF THE HOPE HEALTH COMPLEX**

ANNEX 4

MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES

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1. General Obligations of the CONCESSIONAIRE

1.1 The CONCESSIONAIRE shall design, construct, operate and maintain the HOPE HEALTH COMPLEX, in compliance with the requirements of federal, state and municipal legislation, the Performance Standards¹ (PS) of the *International Finance Corporation* - IFC, the applicable provisions of the World Bank's General Environmental, Health, and Safety (EHS) Guidelines², and specific guidelines for health facilities³ (World Bank Environmental, Health and Safety Guidelines for Health Facilities), as detailed in the programs and other obligations described in this ANNEX.

1.1.1 The following IFC Performance Standards are applicable to the PROJECT:

- i. Performance Standard 1 (PS1) - Assessment and Management of Environmental and Social Risks and Impacts;
- ii. Performance Standard 2 (PS2) - Labor and Working Conditions;
- iii. Performance Standard 3 (PS3) - Resource Efficiency and Pollution Prevention;
- iv. Performance Standard 4 (PS4) - Community Health, Safety, and Security;
- v. Performance Standard 5 (PS5) - Land Acquisition and Involuntary Resettlement;
- vi. Performance Standard 8 (PS8) - Cultural Heritage.

1.2 Within sixty (60) days following the EFFECTIVENESS DATE, the CONCESSIONAIRE must develop a SOCIAL AND ENVIRONMENTAL ACTION PLAN that includes a work schedule for the development of all social and environmental plans, programs and procedures outlined in this ANNEX.

1.3 The social and environmental plans, programs and procedures outlined in this ANNEX shall be prepared and implemented according to the schedule presented in the Appendix 4.1 - IMPLEMENTATION SCHEDULE, and in alignment with the CONCESSION PHASES outlined in ANNEX 3 - CONCESSION PHASES.

1.4 The social and environmental plans, programs and procedures outlined in in this ANNEX shall be continuously updated in accordance with the frequency established in Appendix 4.1 - IMPLEMENTATION SCHEDULE (when applicable) or whenever any of the following occur: (i) changes in current legislation and/or applicable technical standards; (ii) changes in internal operational processes of the HOPE HEALTH COMPLEX that are related to the document's guidelines or; (iii) significant changes to the facilities of the HOPE HEALTH COMPLEX that impact the document.

Independent Verification

¹ IFC - Performance Standards - <https://www.ifc.org/content/dam/ifc/doc/mgrt/ps-portuguese-2012-full-document.pdf>.

² WBG - Environmental, Health, and Safety General Guidelines - <https://www.ifc.org/wps/wcm/connect/29f5137d-6e17-4660-b1f9-02bf561935e5/Final%2B-%2BGeneral%2BEHS%2BGuidelines.pdf?MOD=AJPERES&CVID=jOWim3p>.

³ WBG - Environmental, Health, and Safety Guidelines for Health Care Facilities - <https://www.ifc.org/wps/wcm/connect/960ef524-1fa5-4696-8db3-82c60edf5367/Final%2B-%2BHealth%2BCare%2BFacilities.pdf?MOD=AJPERES&CVID=nPtgRx5&id=1323161961169>.

1.5 Compliance with this ANNEX and with the applicable regulations shall be assessed by the INDEPENDENT VERIFIER.

1.6 The SOCIAL AND ENVIRONMENTAL ACTION PLAN shall be submitted, within the deadline specified in item 1.2, to the INDEPENDENT VERIFIER, who shall have fifteen (15) days to validate the plan or request adjustments from the CONCESSIONAIRE. In the latter case, the adjustments shall be made by the CONCESSIONAIRE within a mutually agreed timeframe, and the SOCIAL AND ENVIRONMENTAL ACTION PLAN shall be resubmitted to the INDEPENDENT VERIFIER for validation.

1.7 After validation by the INDEPENDENT VERIFIER, the SOCIAL AND ENVIRONMENTAL ACTION PLAN shall be submitted to the GRANTING AUTHORITY, which may, within twenty (20) days, request adjustments, specifying a deadline for their implementation.

1.8 It is the responsibility of the INDEPENDENT VERIFIER to monitor compliance with the SOCIAL AND ENVIRONMENTAL ACTION PLAN and the other social and environmental obligations contained in this ANNEX throughout all CONCESSION PHASES.

1.9 The INDEPENDENT VERIFIER shall conduct the social and environmental assessment of the HOPE HEALTH COMPLEX through supervision visits, interviews with STAKEHOLDERS and document analysis, in order to assess the compliance with the social and environmental obligations by the CONCESSIONAIRE.

1.9.1 During PHASE 1 - PLANNING, the INDEPENDENT VERIFIER must validate the social and environmental plans and programs developed.

1.9.2 During PHASE 2 - CONSTRUCTION and PHASE 3 - PARTIAL OPERATION, the INDEPENDENT VERIFIER shall conduct an environmental assessment every six (6) months.

1.9.3 During PHASE 4 - FULL OPERATION, the INDEPENDENT VERIFIER shall conduct a social and environmental assessment every six months during the first two years of the CONCESSION and annually during the remaining years of the CONTRACTUAL TERM.

1.10 The INDEPENDENT VERIFIER shall submit the SOCIAL AND ENVIRONMENTAL ASSESSMENT REPORT to the CONCESSIONAIRE and the GRANTING AUTHORITY within three (3) months after the completion of each social and environmental assessment, reporting the assessment results and certifying compliance or non-compliance with the CONCESSIONAIRE's social and environmental obligations.

1.11 The CONCESSIONAIRE and the GRANTING AUTHORITY may, within fifteen (15) days, request clarifications or adjustments to the SOCIAL AND ENVIRONMENTAL ASSESSMENT REPORT, which must be addressed by the INDEPENDENT VERIFIER within the same timeframe.

1.12 If non-compliance is identified, the CONCESSIONAIRE shall submit a Corrective Action Plan to the INDEPENDENT VERIFIER and the GRANTING AUTHORITY within a timeframe to be agreed upon by the parties, defining measures and deadlines for implementation. The CONCESSIONAIRE shall also report when actions are completed and their compliance.

1.12.1 The GRANTING AUTHORITY may impose fines and contractual sanctions, following the procedural steps provided for in the CONTRACT and current regulations.

1.13 The social and environmental plans, programs and procedures provided for in this ANNEX must be submitted to the INDEPENDENT VERIFIER for review and validation.

1.14 The social and environmental plans, programs, and procedures set forth in this ANNEX shall be fully developed and validated with the INDEPENDENT VERIFIER at least thirty (30) days prior to the beginning of the PHASE in which their implementation is scheduled, as outlined in Appendix 4.1 – IMPLEMENTATION SCHEDULE.

1.14.1 Plans and programs scheduled for implementation during PHASE 1 – PLANNING, shall be prepared within ninety (90) days following the EFFECTIVENESS DATE, or within a timeframe to be agreed with the GRANTING AUTHORITY, ensuring their implementation is carried out in accordance with the schedule provided in this ANNEX, with proper validation by the INDEPENDENT VERIFIER, as per the deadlines established in item 1.15.

1.15 The plans, programs and procedures forest forth in this ANNEX shall be evaluated by the INDEPENDENT VERIFIER within fifteen (15) days of submission, who shall certify, or not, whether the content of each has been properly presented in accordance with the requirements of this ANNEX, and shall report to the GRANTING AUTHORITY, with a copy to the CONCESSIONAIRE.

1.16 The GRANTING AUTHORITY may identify additional instances of non-compliance beyond those already pointed out by the INDEPENDENT VERIFIER, as applicable.

1.17 The CONCESSIONAIRE may, within a timeframe to be agreed with the INDEPENDENT VERIFIER and the GRANTING AUTHORITY, make the necessary adjustments to the plans and programs, or provide clarifications regarding the assessments made by the INDEPENDENT VERIFIER and/or GRANTING AUTHORITY.

2. Specific Obligations of the CONCESSIONAIRE

2.1 Assessment and Management of Social and Environmental Risks and Impacts.

2.1.1 The CONCESSIONAIRE shall develop, implement and maintain an updated Environmental and Social Management System (SGAS) in accordance with the requirements established in IFC Performance Standard 1 and Brazilian legislation.

2.1.1.1 The SGAS implemented by the CONCESSIONAIRE may be a management system based on the standards NBR ISO 14.001:2015 (Environmental Management System), NBR ISO 45.001:2018 (Occupational Health and Safety Management System), and NBR ISO 31000:2018 (Risk Management).

2.1.1.2 The SGAS to be implemented by the CONCESSIONAIRE shall include the following elements:

- i. A comprehensive policy that defines environmental and social objectives and principles;
- ii. An adequate organizational structure;
- iii. A plan to develop the organizational capacity and competence of the CONCESSIONAIRE to implement, maintain and, if necessary, enhance the SGAS, including the definition of relevant roles and responsibilities of the technical staff with appropriate skills and knowledge;

- iv. A process for identifying risks and impacts;
- v. Management programs, including measures and actions for prevention, mitigation and performance improvement addressing environmental and social risks and impacts resulting from CONCESSIONAIRE's activities. The programs must be developed by the CONCESSIONAIRE's team and/or hired third parties, aiming for uniform management of environmental and social risks, and must be implemented through specific procedures for each health unit;
- vi. Monitoring and analysis processes;
- vii. Internal and external social and environmental audits to identify and monitor the project's risks and impacts;
- viii. Emergency preparedness and response plan;
- ix. STAKEHOLDER engagement processes.

2.1.1.3 Both the INDEPENDENT VERIFIER and the GRANTING AUTHORITY shall have access (login) to the CONCESSIONAIRE's SGAS, where all information and results related to each program outlined in this ANNEX shall be compiled.

2.1.1.4 The SGAS shall be developed during PHASE 1 – PLANNING and shall be maintained throughout all subsequent CONCESSION PHASES and updated when there are changes in the operation of the HOPE HEALTH COMPLEX that affect the guidelines provided by the SGAS; changes in applicable legislation and/or technical standards; identification of improvements and/or gaps in the SGAS.

2.1.1.5 The SGAS shall begin with a Social and Environmental Risks and Impacts Assessment, as per item 5.1, which shall be carried out at the beginning of PHASE 1 – PLANNING.

2.1.2 The CONCESSIONAIRE shall develop and implement the Risk Analysis Study (*Estudo de Análise de Risco – EAR*) and Risk Management Program (*Programa de Gestão de Riscos – PGR*), as well as the Emergency Response Plan (*Plano de Atendimento à Emergência – PAE*).

2.1.2.1 The PAE shall be fully aligned with Performance Standard 1, containing at least the following content:

- i. Identification of emergency scenarios;
- ii. Specific emergency response procedures;
- iii. Presentation of teams trained for emergency response;
- iv. Emergency contacts and communication systems/protocols;
- v. Procedures for communication with government authorities and AFFECTED COMMUNITIES;
- vi. Necessary emergency equipment and facilities;
- vii. Protocols for the use of emergency equipment and facilities;

viii. Identification of evacuation routes and meeting points;

ix. Emergency training procedures and its periodicity based on the assigned emergency levels.

2.1.2.2 The CONCESSIONAIRE shall ensure that the HOPE HEALTH COMPLEX has, during all CONCESSION PHASES: (i) emergency equipment and facilities in permanent operation, with proper maintenance; (ii) teams trained for emergency response; and (iii) evacuation routes and meeting points properly identified.

2.1.2.3 The *EAR*, *PGR* and *PAE* shall be prepared during PHASE 1 – PLANNING and maintained and updated during all subsequent CONCESSION PHASES.

2.1.2.4 At the start of each CONCESSION PHASE, the *EAR*, *PGR* and *PAE* shall be updated, considering the inherent risks of each phase.

2.1.2.5 Without prejudice to the above, *EAR*, *PGR* and *PAE* shall be updated at least every two years or whenever there are changes in the operation of the HOPE HEALTH COMPLEX that affect the guidelines provided; changes in applicable legislation and/or technical standards; or identification of improvements and/or gaps in the documents.

2.1.3 The CONCESSIONAIRE shall develop and implement a Firefighting Project and a Fire Intervention Plan. Once validated by the INDEPENDENT VERIFIER and GRANTING AUTHORITY, the Firefighting Project and Fire Intervention Plan shall be approved by the Military Fire Department of the State of Minas Gerais (*Corpo de Bombeiros Militar de Minas Gerais - CBMMG*), aiming for the issuance of the Fire Department Inspection Certificate (*Auto de Vistoria do Corpo de Bombeiros - AVCB*), in accordance with the guidelines of State Decree 47.998/2020 or any that replace it.

2.1.3.1 The Fire Fighting Project shall ensure compliance with the applicable legislation, including the rules established by *CBMMG*, as well as the applicable Brazilian technical standards (*Normas Brasileiras - NBRs*) and the requirements of the National Fluid Power Association (NFPA) from the United States.

2.1.3.2 The CONCESSIONAIRE shall keep the HOPE HEALTH COMPLEX fire brigade trained and updated, in accordance with relevant regulations, respecting the provisions of ANNEX 7 – TERMS OS REFERENCE regarding the training and qualification of the brigade.

2.1.3.3 The firefighting project and the intervention plan shall be prepared during PHASE 1 – PLANNING and maintained and updated during all CONCESSION PHASES.

2.1.3.4 The Fire Intervention Plan shall be updated at the beginning of each subsequent phase (2, 3 and 4), considering the inherent risks and specificities of each CONCESSION PHASE or when there are changes in the operation of the HOPE HEALTH COMPLEX that affect the guidelines provided

by the Plan; changes in applicable legislation and/or technical standards;
Identification of improvements and/or gaps in the plan.

2.1.4 The CONCESSIONAIRE shall develop a STAKEHOLDER Engagement Plan, which SHALL include the identification, analysis of STAKEHOLDERS, planning, dissemination and distribution of information about the HOPE HEALTH COMPLEX. The plan shall also involve consultation and participation, a grievance mechanism, and the continuous feedback of USERS and AFFECTED COMMUNITIES.

2.1.4.1 The STAKEHOLDER Engagement Plan shall be developed during PHASE 1 – PLANNING, as outlined in item 5.2, during PHASE 1 – PLANNING, covering all CONCESSION PHASES.

2.1.4.2 The Engagement Plan shall be updated at the beginning of each subsequent PHASE (2, 3 and 4), considering the STAKEHOLDERS and specificities of each CONCESSION PHASE or when there are changes in the operation of the HOPE HEALTH COMPLEX that reflect on the STAKEHOLDERS.

2.1.5 The CONCESSIONAIRE shall maintain a social management team (community relations, institutional and social communication), with experience in engagement, for all CONCESSION PHASES.

2.1.6 The CONCESSIONAIRE shall implement, as outlined in item 5.2.7, the Informed Consultation and Participation (Consulta Informada e Participação – CIP) process, targeting different sectors of society, including the general population and SUS users, in accordance with the Guidelines of Performance Standard 1.

2.1.6.1 A CIP shall be conducted for each PHASE to facilitate societal contribution in the assessment of social and environmental risks and impacts of the HOPE HEALTH COMPLEX, considering the relevant prevention and minimization measures for each PHASE.

2.1.6.2 Depending on the results obtained during the CIP conducted in each PHASE, additional consultations may be carried out for the same PHASE.

2.1.7 For each PHASE, the CONCESSIONAIRE shall conduct a perception survey of the AFFECTED COMMUNITY regarding the PROJECT.

2.1.8 The CONCESSIONAIRE shall develop, as outlined in item 5.2.8, during PHASE 1 – PLANNING, External Communications procedures and Grievance Mechanisms for receiving complaints from the STAKEHOLDERS of the HOPE HEALTH COMPLEX, which shall be maintained throughout all CONCESSION PHASES.

2.2 Employment and Working Conditions

2.2.1 The CONCESSIONAIRE shall develop during PHASE 1 – PLANNING and maintain in the other CONCESSION PHASES the Human Resources (*Recursos Humanos – RH*) Policies and Procedures linked to the SGAS of the HOPE HEALTH COMPLEX, appropriate to their size and workforce, and aligned with national legislation and the guidelines of PS2. This includes establishing a code of conduct for third parties and the supply chain:

2.2.1.1 Regarding Working Conditions and Worker Relationship Management, the CONCESSIONAIRE shall consider equity between migrant and non-migrant workers, policies on the quality and management of accommodation services, working and employment conditions, non-discrimination and equal opportunities, workforce reduction through analysis of alternatives and reduction plan, grievance mechanism, protection of labor (child and forced labor), occupational health and safety (including subcontracted workers and the supply chain).

2.2.1.2 On non-discrimination and equal opportunities, the CONCESSIONAIRE shall adopt measures to prevent and address harassment, intimidation, and/or exploitation, especially concerning women, including a Code of Conduct for all workers (direct and indirect) covering this topic.

2.2.2 Regarding its workers, the CONCESSIONAIRE shall:

2.2.2.1 If accommodations are provided for workers (direct and indirect), adopt and implement policies on the quality and management of accommodations and on the provision of basic services, ensuring alignment with the IFC manual for worker accommodation (Worker Accommodation: Processes and Standards – IFC and EBRD Guidance Note⁴).

2.2.2.2 Protect the rights of people with disabilities in all work policies and procedures. Such policies and procedures should be available and communicated to workers (direct and indirect).

2.2.2.3 Develop during PHASE I – PLANNING, and maintain throughout the other CONCESSION PHASES, a specific grievance mechanism for workers (direct and indirect), using a comprehensible and transparent process that provides timely feedback to workers, without any retaliation, considering that:

⁴ Workers' accommodation: processes and standards - A guidance note by IFC and the EBRD - <https://www.ifc.org/en/insights-reports/2000/publications-gpn-workersaccommodation>.

2.2.2.3.1 The channels shall be communicated and accessible to all workers (direct and indirect);

2.2.2.3.2 The channels shall allow for anonymous complaints;

2.2.2.3.3 In cases of moral, sexual, and discriminatory harassment based on gender, race, and ethnicity, principles of confidentiality and person-centered (victim) approach shall be followed, respecting their safety and wishes regarding the handling of the complaint;

2.2.2.3.4 The mechanism shall be maintained throughout all CONCESSION PHASES, with updates as necessary, considering available channels and processes appropriate to the workers' context;

2.2.2.3.5 Regular reports on complaints made shall be issued;

2.2.2.3.6 There shall be no impediment to access other judicial or administrative measures available under the law or through arbitration procedures in force, nor shall it replace grievance mechanisms provided through collective agreements.

2.2.3 Regarding subcontracted workers, the CONCESSIONAIRE shall ensure that the hiring of third parties is carried out through reputable companies with appropriate management systems, verified through an assessment of their track record. Additionally, the CONCESSIONAIRE shall:

2.2.3.1 Establish policies and procedures to manage and monitor the performance of subcontracted workers, including analysis of relevant documentation, monitoring of training and on-site inspections, to verify compliance with the company's guidelines and compliance with labor and social security legislation.

2.2.3.2 Ensure that the adopted procedures are integrated into daily operations, communicating them clearly to third parties and, if possible, to the workers hired by the third parties.

2.2.4 The CONCESSIONAIRE shall conduct a mapping of the supply chain involved in the fulfillment of the CONTRACT, throughout all CONCESSION PHASES, including the identification of suppliers, possible risks and significant adverse impacts, and prioritization of suppliers based on risk levels. Additionally, the CONCESSIONAIRE shall:

2.2.4.1 Implement continuous processes for the evaluation and monitoring of suppliers to mitigate the risk of occurrences within the supply chain of conditions akin to forced labor or modern slavery or exhaustive working hours, exposing them to degrading working conditions, and/or restraining their movement through debts incurred with the employer, as outlined in Article 149 of the Penal Code, in compliance with Conventions N° 029 and 105 of the International Labour Organization (*Organização Internacional do Trabalho - OIT*).

2.2.4.2 Implement continuous processes for the evaluation and monitoring of suppliers to mitigate the risk of occurrences within the supply chain of child labor, in compliance with Article 60 of Law Nº 8.068/1990.

2.2.4.3 Implement a procedure for the continuous evaluation and monitoring of suppliers, defining measures to be adopted in case of irregularities and incorporating them into the SGAS.

2.2.4.4 Conduct annual audits to evaluate suppliers and identify potential irregularities, ensuring compliance with items 2.2.4.1 and 2.2.4.2.

2.2.4.5 In cases where irregularities are identified among suppliers, take appropriate measures in accordance with established procedures and exclude them from the contracting process.

2.2.5 The CONCESSIONAIRE shall develop the Labor Hiring and Demobilization Program during PHASE 1 – PLANNING and implement it during PHASE 2 – CONSTRUCTION.

2.2.5.1 The Program shall ensure that there is a clear and transparent contracting process with the labor employed for PHASE 2 – CONSTRUCTION.

2.2.5.2 The Program shall present planning measures for hiring and demobilizing the workforce of the works for PHASE 2 – CONSTRUCTION. Hiring measures shall follow non-discriminatory precepts, adhering to the precepts of the Human Resources (*Recursos Humanos – RH*) Policies and Procedures suggested, based on PS2.

2.2.5.3 The Program shall provide actions such as i) professional training or referrals; ii) guidance on (re)insertion in the labor market, with an explanation of existing government programs, such as the SINE (National Employment System); and iii) guidance and support for migrant workers who wish to return to their city of origin.

2.2.6 The CONCESSIONAIRE shall develop during PHASE 1 – PLANNING and implement throughout all CONCESSION PHASES an Occupational Health and Safety Management System (*Sistema de Gestão de Segurança e Saúde no Trabalho – SGSST*) to provide workers with a safe and healthy work environment. The system shall account for risks inherent to the specific sector and particular classes of hazards in their work areas, including physical, chemical, biological, and radiological hazards, as well as specific threats to women. This system shall be integrated into the SGAS. For the SGAS, the CONCESSIONAIRE shall consider the following activities:

2.2.6.1 Develop and implement an Occupational Health and Safety Management Program (Programa de Gestão de Saúde e Segurança Ocupacional - PGSSO) for all workers and assistants, addressing measures to prevent accidents, injuries, and work-related illnesses, minimizing the causes of hazards. The PGSSO shall be updated at least every two years or whenever there are changes in the operation of the HOPE HEALTH COMPLEX that affect the program's guidelines, changes in

applicable legislation and/or technical standards, or identification of improvements and/or gaps in the program.

2.2.6.2 Develop and implement an Occupational Health and Safety Monitoring System to analyze workplace accidents and occupational illnesses. Worker monitored data (such as exposure levels and health exams) shall be retained and reviewed, and health monitored data shall be used to verify the effectiveness of protective measures against hazardous agents.

2.2.6.3 Conduct training that addresses topics such as i) risk identification; ii) adoption of preventive and protective measures; (iii) substitution or elimination of hazardous conditions or substances; iv) documentation and notification of accidents; v) occupational diseases and incidents; vi) agreements on prevention, preparedness and response to emergencies; vii) daily safety dialogue.

2.2.6.4 Regarding subcontracted and/or outsourced workers, make reasonable commercial efforts to ensure that third-party companies hiring these workers are reputable and legitimate and have an appropriate SGAS that enables them to operate in compliance with the cited requirements. Additionally, establish policies and procedures to manage and monitor the health and safety of these workers.

2.2.6.5 Formulate and implement a control plan for exposure to bloodborne pathogens or other biological materials.

2.2.6.6 Provide workers and visitors with information on infection control policies and procedures.

2.2.6.7 Establish measures to treat all blood and other potentially infectious materials with appropriate precautions, including: (i) immunization of personnel as needed (e.g., vaccination against hepatitis B virus and tetanus); ii) use of gloves, masks and gowns, as well as other PPE; (iii) adequate handwashing facilities; iv) information campaigns regarding the importance of hand washing; v) guidance on the inappropriate use of adornments; vi) adequate cleaning practices and disposal of waste, especially sharp and contagious infections, such as needles and blades.

2.2.6.8 For workplaces involving occupational and/or natural exposure to ionizing and non-ionizing radiation, establish procedures and operate them in accordance with recognized international safety standards and guidelines.

2.2.6.9 Ensure the use of personal protective equipment during activities that generate ionizing or non-ionizing radiation for exposure control.

2.2.6.10 Develop and implement a radiation exposure control plan in consultation with affected workers. This plan shall be refined and reviewed annually based on assessments of actual exposure conditions to radiation. Radiation control measures shall be designed and implemented accordingly.

2.2.7 The internal processes and layout of the facilities of the HOPE HEALTH COMPLEX shall ensure, among others: i) the separation of clean/sterilized and dirty/contaminated materials and flows of people; (ii) the appropriate disinfection/sterilization procedures and facilities; iii) the selection of heating, ventilation and air conditioning (HVAC) systems that provide insulation and protection against airborne infections; iv) the design of water systems to provide adequate supply of drinking water, reducing the risks of exposure to Legionella and other waterborne pathogens; and v) the treatment and exhaustion systems for dangerous and infectious agents.

2.3 Resource Efficiency and Pollution Prevention:

2.3.1 During PHASE 1 – PLANNING, the CONCESSIONAIRE shall plan and anticipate resource efficiency measures, which shall be implemented in PHASE 2 – CONSTRUCTION, such as: i) the use of sustainable, high-quality, low-emissivity and high-thermal performance construction materials, which shall be installed in walls, roofs, floors and windows; ii) installation of efficient air conditioning and ventilation systems; iii) creation of shaded spaces; iv) adoption of equipment with high efficiency in energy conversion; v) implementation of water collection and reuse systems; vi) among other measures aimed at optimizing the consumption of energy, raw materials and water.

2.3.2 The CONCESSIONAIRE shall develop during PHASE 1 – PLANNING, and implement, during the subsequent CONCESSION PHASES, a Resource Efficiency Management Program, which shall include:

2.3.2.1 Regarding energy resources:

- i. Identification, measurement, and regular reporting of the main energy flows used in the HOPE HEALTH COMPLEX;
- ii. Definition and regular review of energy performance and targets, which are adjusted to account for changes in the key factors influencing energy use;
- iii. Regular comparison and monitoring of energy flows against performance targets to identify where actions need to be taken to reduce energy use;
- iv. Regular review of targets, which may include benchmarking, to ensure that goals are set at appropriate levels.

2.3.2.2 Regarding the consumption of raw materials and inputs:

- i. Prevention and minimization of waste production, always up to date with the cleanest production techniques applicable to the health sector;
- ii. Reuse or recycling of waste, as feasible, including measures to reduce the use of the sources, such as using less wasteful inputs or generating less healthcare waste, using materials that can be recycled on or off-site, and strictly applying good management practices in the procurement and control of chemical and

pharmaceutical products, segregation of waste into different categories for quantity control and disposal methods;

- iii. Prohibition of the use of Chlorofluorocarbons (CFCs) as a refrigerant in Refrigeration Systems, as established in the Montreal Protocol;
- iv. The materials used throughout the HOPE HEALTH COMPLEX shall not harm the health of workers or USERS.

2.3.2.3 Regarding water consumption:

- i. Collection and utilization of rainwater;
- ii. Use of treated wastewater included in the design processes of the HOPE HEALTH COMPLEX;
- iii. Development of appropriate water collection measures, leak control, and spill containment systems at the HOPE HEALTH COMPLEX, which include the identification, measurement, and regular recording of main flows within a facility;
- iv. Definition and periodic review of performance targets, which shall be adjusted to reflect changes in key factors affecting water use;
- v. Regular comparison of water flows with performance targets to identify where actions need to be taken to reduce water usage.

2.3.2.4 The Resource Efficiency Management Program shall be updated at least every two years or whenever there are changes in the operation of the HOPE HEALTH COMPLEX that affect the guidelines established by the program; changes in applicable legislation and/or technical standards; or identification of improvements and/or adjustments to the program that enhance resource efficiency.

2.3.3 The CONCESSIONAIRE shall develop and implement the Noise and Vibration Management and Monitoring Plan, in accordance with Municipal Law N° 9.505 (dated January 23, 2008), or any law that replaces it, as well as the recommendations of the World Bank Environmental, Health, and Safety Guidelines for Healthcare Facilities, adopting the most restrictive standards and including the following actions:

2.3.3.1 For PHASE 1 – PLANNING:

- i. Plan PHASE 2 – CONSTRUCTION activities in accordance with the context of the AREA OF INFLUENCE, technical standards and applicable legislation, aiming to mitigate the impacts generated for the AFFECTED COMMUNITIES.

2.3.3.2 For PHASE 2 – CONSTRUCTION:

- i. Monitor the noise generated in sensitive points surrounding the HOPE HEALTH COMPLEX;
- ii. Use noise control devices, such as temporary acoustic barriers and deflectors for impact and detonation activities, and muffler devices

for combustion engine exhausts, among other necessary measures to minimize the impacts resulting from noise and vibrations.

2.3.3.3 For PHASE 3 – PARTIAL OPERATION and PHASE 4 – FULL OPERATION:

- i. Use equipment with lower sound power levels and limit the operating hours of specific equipment or operations;
- ii. Perform regular maintenance of equipment;
- iii. Ensure that, within the HOPE HEALTH COMPLEX, the average noise level and peak noise level values do not exceed the limits established by the ABNT NBR 10152:2017 and NBR 15.575:2021 standards, or later versions that may replace them, as well as other applicable legislation;
- iv. During the noise monitoring process, ensure compliance with the criteria and guidelines established by the ABNT NBR 10151:2019 standard, or later versions that may replace it, as well as other applicable legislation;
- v. Relocate possible sources of noise to less sensitive areas;
- vi. Install acoustic insulation in the critical areas of the HOPE HEALTH COMPLEX, under the terms of ANNEX 5 – GUIDELINES FOR PROJECTS AND WORKS.

2.3.3.4 The Noise and Vibration Management and Monitoring Plan shall be updated at least every two years or whenever there are changes in the operation of the HOPE HEALTH COMPLEX that affect the guidelines established by the plan; changes in applicable legislation and/or technical standards; or identification of improvements and/or gaps in the plan.

2.3.4 The CONCESSIONAIRE shall develop the Atmospheric Emissions Control Plan (*Plano de Controle de Emissões Atmosféricas – PCEA*) during PHASE 1 – PLANNING, based on the requirements of Brazilian regulations, approved environmental impact studies, local regulations and the relevant provisions of the World Bank's General Guidelines for Environment and Health and Safety and World Bank Environment and Health and Safety Guidelines for Health Facilities, according to the following recommendations:

2.3.4.1 Establish actions to prevent or minimize adverse impacts on human health and the environment, avoiding or minimizing pollution from activities at the HOPE HEALTH COMPLEX, while considering the control and prevention measures described in the World Bank General Environmental, Health, and Safety Guidelines and the provisions of Copam Normative Resolution N° 248/2023 and CONAMA Resolution N° 491/2018, adopting the most restrictive standards. The established actions shall be maintained and updated as necessary during PHASES 2 – CONSTRUCTION, 3 – PARTIAL OPERATION, and 4 – FULL OPERATION.

2.3.4.2 Establish implementation schedules for dust generation control and prevention measures during PHASE 2 – CONSTRUCTION.

2.3.4.3 Treat exhaust gases that may be contaminated with biological agents, pathogens, or other hazards (such as isolation centers, laboratories, waste storage, and treatment facilities) to ensure they are non-toxic or non-contagious before discharge. Discharge shall be carried out through a chimney sufficiently high to eliminate inconveniences caused by odors.

2.3.4.4 The PCEA shall be updated at least every two years or whenever there are changes in the operation of the HOPE HEALTH COMPLEX that affect the guidelines established by the plan; changes in applicable legislation and/or technical standards; or identification of improvements and/or gaps in the plan.

2.3.5 Regarding waste management, the CONCESSIONAIRE shall:

2.3.5.1 During PHASE 1 – PLANNING, prepare a Demolition Plan for PHASE 2 – CONSTRUCTION, addressing the materials originating from the structures of the Galba Velloso Hospital (HGV), including:

- i. Preparation of the Asbestos/Asbestos Removal and Disposal Plan and other hazardous materials, in compliance with the World Bank General Environmental, Health, and Safety Guidelines and the World Bank Environmental, Health, and Safety Guidelines for Healthcare Facilities;
- ii. Disposal of construction waste in accordance with Municipal Law N° 10,522 of 08/24/2012 and CONAMA Resolution N° 307 of 07/05/2002, or any subsequent laws that may replace them.

2.3.5.1.1 As per the terms of ANNEX 3 – CONCESSION PHASES, if the CONCESSIONAIRE has obtained all licenses, authorizations, and approved designs, and opts to advance demolition activities to PHASE 1 – PLANNING, the Demolition Plan shall be executed during PHASE 1 – PLANNING.

2.3.5.2 Prepare a Solid Waste Management Plan (Plano de Gerenciamento de Resíduos Sólidos – PGRS):

2.3.5.2.1 During PHASE 1 – PLANNING, prepare a Preliminary Solid Waste Management Plan (PGRS) for implementation in PHASE 2 – CONSTRUCTION, addressing all solid waste that may potentially be generated during PHASE 2 – CONSTRUCTION.

2.3.5.2.2 During PHASE 2 – CONSTRUCTION, the PGRS shall be updated to address the solid waste that will be generated during PHASE 3 – PARTIAL OPERATION and PHASE 4 – FULL OPERATION.

2.3.5.2.3 The PGRS shall be updated at least every two (2) years or whenever there are changes in the operation of the HOPE HEALTH COMPLEX that affect the guidelines established by the plan; changes in applicable legislation and/or technical standards; or identification of improvements and/or gaps in the plan.

2.3.5.3 During PHASE 1 – PLANNING, considering in the projects the internal waste stream, volume/types of waste generated, compatibility of hazardous waste, necessary storage areas and other relevant information about waste management should be considered in the design of the projects.

2.3.5.4 During PHASE 1 – PLANNING, prepare a Healthcare Waste Management Plan (*Plano de Gerenciamento de Resíduos de Serviço de Saúde – PGRSS*) for PHASE 3 – PARTIAL OPERATION and PHASE 4 – FULL OPERATION, which shall be updated annually or whenever there are changes in the operation of the HOPE HEALTH COMPLEX that affect the guidelines established by the plan; changes in applicable legislation and/or technical standards; or identification of improvements and/or gaps in the plan.

2.3.5.5 Control the movement and final disposal of solid waste and rejects generated by the HOPE HEALTH COMPLEX in accordance with the procedures established by Copam Normative Resolution N° 232, dated February 27, 2019, which regulates the State Waste Transport Manifest System (MTR-MG) for controlling the flow of solid waste and rejects, from generation to final disposal, for the issuance of the Final Disposal Certificate (*Certificado de Destinação Final – CDF*).

2.3.5.6 The plans shall comply with applicable legislation, technical standards, the World Bank General Environmental, Health, and Safety Guidelines, the World Bank Environmental, Health, and Safety Guidelines for Healthcare Facilities, and applicable licenses. The plans shall detail guidelines for managing all processes related to the generation, segregation, packaging, collection, storage, transportation, treatment, and final disposal of solid waste (including hazardous and healthcare waste), as well as actions to protect public health and the environment. The plans shall ensure:

- i. Waste storage facilities for healthcare waste provide protection against unauthorized access;
- ii. Waste is stored separately according to applicable legislation and technical standards, notably RDC N° 222/2018 and the World Bank Environmental, Health, and Safety Guidelines for Healthcare Facilities;

- iii. Common or non-hazardous waste is subjected to the process of separation between recyclable (destined for the recycling process) and organic (destined for disposal in class II landfill);
- iv. Hazardous waste is sent for final disposal in a class I landfill duly licensed by the responsible authorities;
- v. Infectious and pathological waste, selected pharmaceutical products, as well as chemicals and sharps are sent externally for treatment in a pyrolytic incineration facility, specifically designed for the combustion of the waste;
- vi. Contaminated scrap, unused parts, and equipment are stored in covered areas with impermeable flooring.
- vii. Batteries are subjected to reverse logistics processes, being properly sent to resellers, the authorized technical assistance network designated by manufacturers and importers, or specialized collectors. The final disposal of batteries in sanitary landfills, their incineration, or direct disposal into the environment is prohibited, as per CONAMA Resolution Nº 401/08;
- viii. Unless refrigerated storage is possible, storage times (between waste generation and disposal) do not exceed the 24-hour limit;
- ix. Waste containing mercury follows specific guidelines detailing the entire internal management process for this type of waste and includes training specific personnel for its handling;
- x. Food waste is segregated and composted.

2.3.5.7 The CONCESSIONAIRE shall establish and implement procedures for verifying the companies responsible for the collection, transportation, treatment and final disposal of waste from the enterprise, ensuring that all suppliers are duly licensed for the activities performed and comply with the applicable legislation in force.

2.3.5.8 During PHASE 2 – CONSTRUCTION, the CONCESSIONAIRE shall provide training to ensure that direct and indirect employees comply with the guidelines established by the PGRS.

2.3.5.9 During PHASES 3 – PARTIAL OPERATION and 4 – FULL OPERATION, the CONCESSIONAIRE shall provide training to ensure that direct and indirect employees comply with the guidelines established by the PGRS.

2.3.6 The CONCESSIONAIRE shall develop in PHASE 1 – PLANNING, an Effluent Management Plan for PHASE 2 – CONSTRUCTION and an Effluent Management Plan for PHASE 3 – PARTIAL OPERATION and PHASE 4 – FULL OPERATION, in accordance with applicable legislation, the World Bank Health and Safety Environment Guidelines for Health Facilities and applicable licenses.

2.3.6.1 The disposal conditions, flow rates, pre-treatment/treatment design, and Effluent Management Plans shall be approved by the *Companhia de Saneamento de Minas Gerais (COPASA)* through a

technical opinion from the agency certifying its capacity to receive effluents for treatment and/or its limitations.

2.3.6.2 The CONCESSIONAIRE shall integrate the Non-Domestic Effluent Receiving and Control Program (*Programa de Recebimento e Controle de Efluentes Não Domésticos - PRECEND*), established by COPASA and regulated by the Regulatory Agency for Water Supply and Sanitation Services of the State of Minas Gerais (ARSAE/MG), to ensure that non-domestic effluents (*efluentes não domésticos - END*) comply with the established quality standards, pursuant to ARSAE/MG Resolutions N° 130/2019 and N° 117/2018.

2.3.6.3 The Effluent Management Plan prepared for PHASE 4 – FULL OPERATION shall be updated at least every two years or whenever there are changes in the operation of the HOPE HEALTH COMPLEX that affect the guidelines established by the plan; changes in applicable legislation and/or technical standards; or identification of improvements and/or gaps in the plan.

2.3.6.4 The Effluent Management Plans shall consider the following aspects, as applicable to each PHASE OF THE CONCESSION:

- i. Compliance with the standards and conditions of discharge established by COPASA, in accordance with Technical Standard T. 187/5 or another that replaces it, as well as other applicable legislation (and the environmental conditions of licensing, if applicable), which establish conditions and criteria (quality standards) for the discharge of non-domestic liquid effluents into COPASA's network;
- ii. During PHASE 1 – PLANNING, the CONCESSIONAIRE shall seek references to define the appropriate pre-treatment system (such as disinfection), as well as assess the need for a treatment system so that the established quality standards are met, as well as the best international practices;
- iii. During PHASES 3 – PARTIAL OPERATION and 4 – FULL OPERATION, the CONCESSIONAIRE shall characterize all effluents generated at the HOPE HEALTH COMPLEX to adjust, if necessary, to the adopted pre-treatment system and, where applicable, the treatment system, ensuring compliance with established quality standards and international best practices;
- iv. Pre-treatment of effluents from areas with high risk of infectious diseases (e.g., COVID, HIV, tuberculosis, hepatitis) and/or rare diseases, as well as areas with autoclaving activities or other areas with high pathogen risk, ensuring effluent disinfection and pathogen inactivation prior to discharge into COPASA's network;
- v. Daily monitoring (or real-time monitoring, with the use of a multi-parameter probe, for example) of physicochemical parameters of the treated effluents (such as, for example, pH and temperature,

- chlorine, dissolved oxygen, conductivity, etc.) relevant to evaluate the efficiency of the treatment system (or pre-treatment), to reduce the response time in case of non-compliance with quality standards;
- vi. Monthly monitoring of treated effluents (which will be released into the COPASA network after treatment) to ensure compliance with established quality standards. To reduce the response time in case of non-compliance with quality standards, the need for less frequent monitoring of relevant parameters to evaluate the efficiency of the treatment system (or pre-treatment) should be evaluated, depending on the chemical substances of interest and the treatment system adopted (when applicable). The monthly monitoring shall present, at least, the following parameters: pH, temperature, biochemical oxygen demand - BOD, chemical oxygen demand - COD, total suspended solids, sedimentable solids, oils and greases - OG, surfactants - ATA and other parameters with limits pre-established by Technical Standard T. 187/5 or equivalent;
 - vii. Semiannual monitoring of untreated effluents (released directly into the COPASA network) to assess compliance with established quality standards;
 - viii. During the monitoring, if parameters with values divergent from the established quality standards are identified, corrective measures shall be adopted by the CONCESSIONAIRE, as well as the treatment (or pre-treatment) system adopted shall be reassessed, changing it when applicable;
 - ix. Provision that wastewater from laboratories will be neutralized, detoxified and subjected to the removal of heavy metals;
 - x. Provision that liquid drug waste be segregated for treatment (such as incineration) or sent back to the manufacturer;
 - xi. Provision for wastewater from cleaning storage rooms and/or handling hazardous waste to be segregated, treated, and properly disposed;
 - xii. Where applicable, wastewater from X-ray processes shall be neutralized and treated for silver removal;
 - xiii. If activities involving radioactive materials are conducted, provision for any effluents generated during the process to be segregated, treated, and properly disposed of. In this case, the CONCESSIONAIRE shall indicate in the technical design of the liquid effluent systems its compliance status with the National Nuclear Energy Commission (*Comissão Nacional de Energia Nuclear - CNEN*);
 - xiv. Separate collection and appropriate treatment of effluents with high risk of genotoxic substances;
 - xv. When using chlorine-based products in disinfection and cleaning processes at the HOPE HEALTH COMPLEX, ensure proper dosing to avoid excessive residual chlorine in pipelines and prevent the formation of trihalomethanes (THMs) in the network;

- xvi. Provision for kitchens to be equipped with grease traps;
- xvii. Provision for liquid waste containing oily materials from equipment maintenance and cleaning activities to be properly separated, ensuring no mixing with other effluents or discharge of oils and greases into COPASA's network, water bodies, or permeable areas;
- xviii. Provision of continuous procedures and training for cleaning staff regarding the use of detergents, disinfectants (e.g., sodium hypochlorite), and other products, as well as dilution practices (where applicable), to ensure compliance with discharge standards established by COPASA.

2.3.6.5 The CONCESSIONAIRE shall ensure that the engineering designs and operational processes conducted at the HOPE HEALTH COMPLEX fully comply with the Effluent Management Plan. Structures, actions, and procedures shall be planned to support the implementation of the Plan.

2.3.6.6 After characterizing the effluents and defining an appropriate pre-treatment system (and treatment system if established quality standards are not met), the CONCESSIONAIRE may request financial and economic rebalancing for the implementation of the pre-treatment and/or treatment system at the HOPE HEALTH COMPLEX, as provided for in the CONTRACT.

2.3.7 The CONCESSIONAIRE shall develop, during PHASE 1 – PLANNING and implement, in the other CONCESSION PHASES, the Hazardous Materials Management Plan, which considers the following actions:

2.3.7.1 Implementation of management controls that ensure that the use of hazardous materials is always minimized and controlled, in addition to eliminating the use of chemicals and hazardous materials subject to international prohibitions.

2.3.7.2 Adequate identification of hazardous materials storage locations, in accordance with current legislation.

2.3.7.3 For areas with use/storage/transport of hazardous materials, a risk map is made available in a visible way in line with the EAR, PGR and PAE prepared.

2.3.7.4 Provision that all storage of liquid/paste, flammable and/or chemical fuel considered hazardous, shall have an impermeable containment basin to prevent possible leaks and access of spilled material to the public sewer network. The device shall have a volumetric capacity to retain at least 110% of the volume of oil stored inside. In case of incidents, the removal of the spilled material shall be carried out properly, according to ABNT NBR 17505.

2.3.7.5 Compliance with MJSP Ordinance N° 240/2019, which establishes procedures for the control and inspection of chemical products and defines the chemical products subject to control by the Federal Police; COLOG/CEX Ordinance N° 167/2024, which approves the use of controlled products under the competence of the Army Command and; SSP/MG Resolution N° 5,416/1980, which provides for the inspection of products controlled by the Civil Police of the State of Minas Gerais - PCMG, through the Specialized Police Station in Weapons, Ammunition and Explosives - DEAME.

2.3.7.6 If radioactive materials are used, there shall be authorization from the National Nuclear Energy Commission (*Comissão Nacional de Energia Nuclear – CNEN*), in accordance with the guidelines and guidelines related to the licensing of radioactive facilities and technical standards of the agency.

2.3.7.7 The Hazardous Materials Management Plan shall be updated at least every two years or when there are changes in the operation of the HOPE HEALTH COMPLEX that interfere with the guidelines provided for by the plan; changes in the applicable legislation and/or technical standards; identification of improvements and/or gaps in the plan.

2.3.8 During PHASE 1 – PLANNING, the CONCESSIONAIRE shall develop an Action Plan based on a Climate Risk study and implement it during the subsequent CONCESSION PHASES, which shall consider the geological risks, floods and other susceptibilities, to promote the management of flood and flood risks arising from the intensification of climatic events.

2.3.9 During PHASE 4 – FULL OPERATION, the CONCESSIONAIRE shall annually conduct the Greenhouse Gas (*Gases do Efeito Estufa – GEE*) Inventory, in order to quantify emissions, in accordance with internationally recognized methodologies and International Good Industry Practices.

2.3.9.1 The CONCESSIONAIRE shall evaluate the technically and financially feasible and cost-effective options to reduce or offset GHG emissions related to the HOPE HEALTH COMPLEX during PHASE 4 – FULL OPERATION. These options may include, but are not limited to: (i) carbon finance; ii) the increase in energy efficiency; iii) the use of renewable energy sources; iv) emission offsets; and v) the adoption of other mitigating measures.

2.3.10 The internal processes and layout of the facilities of the HOPE HEALTH COMPLEX shall provide: i) prioritization of the use of physical cleaning practices instead of chemical ones (for example, use of mops and microfiber clothes), provided that such practices do not affect the pre-established cleaning and safety standards; ii) prioritization of medical devices that do not contain mercury (such as thermometers and blood pressure meters); iii) prioritization of materials and equipment that do not generate hazardous waste; iv) avoid the use of materials made of polyvinyl chloride (PVC); v) avoid the use of halogenated compounds (such as xylenes, for example) and products that release volatile organic compounds (VOCs) or that contain persistent organic pollutants.

2.3.11 For the selection of construction materials, priority should be given to products that are easy to clean and do not favor microbiological growth, are non-slip, non-toxic and non-allergenic, and do not include paints and sealants that emit VOC.

2.4 Community Health and Safety:

2.4.1 The CONCESSIONAIRE shall conduct, during PHASE 1 – PLANNING, an Impact Assessment on Community Health and Safety (*Avaliação de Impacto à Saúde e Segurança da Comunidade – AIS*), to monitor indicators and implement mitigation measures for all subsequent CONCESSION PHASES.

2.4.1.1 The CONCESSIONAIRE shall manage and monitor the risk of nuisance and/or damage to the health of the AFFECTED COMMUNITIES due to the emission of atmospheric pollutants, noise and vibrations above tolerance limits, as well as the inadequate management of waste and effluents from health services.

2.4.1.2 The Community Health and Safety Impact Assessment (*Avaliação de Impacto à Saúde e Segurança da Comunidade – AIS*), mitigation and monitoring measures shall contemplate the specificities of each PHASE and shall be updated whenever there is a change in the identified risks.

2.4.2 The CONCESSIONAIRE shall develop and implement a Social Communication and Environmental Education Program, that includes actions for community involvement and awareness, addressing issues related to complaints and risks/nuisances to AFFECTED COMMUNITIES.

2.4.2.1 The Social Communication and Environmental Education Program shall be developed during PHASE 1 – PLANNING and implemented throughout all CONCESSION PHASES, in accordance with the community context, and shall be updated as necessary.

2.4.2.2 The Social Communication and Environmental Education Program shall engage workers, communities, and neighboring schools, in partnership with Brazil's Unified Health System (*Sistema Único de Saúde – SUS*), for diagnosis, treatment, and prevention of diseases, with a focus on dengue, STIs, and HIV/AIDS. The program aims to contribute to the dissemination of information on these topics and raise awareness of the importance of preventing transmission and ensuring proper care.

2.4.3 During PHASE 1 – PLANNING, the CONCESSIONAIRE shall develop the Traffic and Road Safety Program, including assessments and monitoring of potential road safety and traffic risks. The program shall include educational actions on traffic safety for cyclists, children, adolescents, and communities, in accordance with the World Bank General Environmental, Health, and Safety Guidelines.

2.4.3.1 The Traffic and Road Safety Program shall be implemented during PHASES 2 – CONSTRUCTION, 3 – PARTIAL OPERATION, and 4 – FULL OPERATION. It shall be updated for each PHASE, based on the risks identified for each, or whenever changes occur in the operation of the HOPE HEALTH COMPLEX and/or surrounding areas that impact the

guidelines established by the program; changes in applicable legislation and/or technical standards; or identification of improvements and/or gaps in the program.

2.4.4 During PHASE 2 – CONSTRUCTION and subsequent CONCESSION PHASES, the CONCESSIONAIRE shall implement awareness and behavioral actions for workers (both direct and indirect) on the topics of sexual exploitation and abuse, violence against children, and appropriate worker conduct.

2.4.5 The CONCESSIONAIRE shall develop, during PHASE 1 – PLANNING, Project Security Risk and Impact Assessment and Management Plan, addressing, among other aspects: i) the stages of risk assessment; ii) the prevention and mitigation of impacts; iii) private security management; iv) relationship management with public security; and v) complaint handling (mechanisms for complaints and concerns), in accordance with the IFC Manual *“Use of Security Forces: Risk and Impact Assessment and Management – Guidance for the Private Sector in Emerging Markets.”*

2.4.5.1 The risk assessment shall: i) evaluate the risks posed by the anticipated security arrangements; and ii) assess the security risks to workers and patients at the HOPE HEALTH COMPLEX, including bus/subway stops, parking garages, and other surrounding structures.

2.4.5.2 Each safety management assessment shall contain, among others: i) the safety management objectives and the specific STAKEHOLDERS; ii) the internal and external risks identified in the assessment; iii) internal and external security arrangements; iv) screening security personnel for implications in past abuses; v) training in the use of force and appropriate conduct; vi) coordination between the CONCESSIONAIRE and the local police; vii) the investigation and reporting of incidents; and viii) the performance standards for adequate security management.

2.4.5.3 Each safety management assessment will integrate gender perspectives based on consultation with women and their perception of safety arrangements.

2.4.5.4 The Project Security Risk and Impact Assessment and Management Plan shall be implemented throughout all CONCESSION PHASES and updated for each PHASE, based on the specific risks identified and whenever changes in the operation of the HOPE HEALTH COMPLEX affect the risk assessment.

2.4.6 Regarding pest and vector control, during all CONCESSION PHASES, products classified as Class IA (extremely hazardous), Class IB (highly hazardous) and Class II (moderately hazardous) by the WHO Recommended Classification of Pesticides should not be used.

2.4.7 The CONCESSIONAIRE shall develop and implement an Integrated Pest and Vector Management Program, ensuring the use of lower risk pesticides and the proper return of pesticide packaging. The Integrated Pest and Vector Management Program shall be prepared during PHASE 1 – PLANNING, and implemented in the subsequent CONCESSION PHASES, being updated when there are changes in the operation of the HOPE HEALTH COMPLEX that interfere with the guidelines provided for by the program; changes in applicable legislation and/or technical standards; identification of

improvements and/or gaps in the program. The Integrated Pest and Vector Management Program should:

2.4.7.1 Ensure that all handling, storage and disposal practices follow the Food and Agriculture Organization of the United Nations (FAO) International Code of Conduct and other recognized best practices and consider appropriate precautions to prevent the misuse of pesticides, protecting the health and safety of workers, USERS, AFFECTED COMMUNITIES and the environment, in accordance with IFC Performance Standards 2, 4 and 6.

2.4.7.2 Present a system for continuous analysis of products in accordance with the Stockholm Convention, minimizing the use of hazardous pesticides.

2.4.8 During PHASE 1 – PLANNING, the CONCESSIONAIRE shall prepare the Environmental Management Plan for Works (*Plano de Gestão Ambiental de Obras – PGO*) and implement it during PHASE 2 – CONSTRUCTION, in compliance with PS3 and PS4, considering the National Solid Waste Policy (Federal Law Nº 12,305/2010), CONAMA Resolution Nº 307/2002, or those that may replace them, in order to develop adequate civil construction practices, avoiding the accumulation of water, and thus avoiding possible related diseases, as well as properly managing all waste generated during construction, including other regulations related to the subject.

2.5 Land Acquisition and Involuntary Resettlement

2.5.1 If the need for physical and/or economic displacement is identified, during PHASE 1 – PLANNING, the CONCESSIONAIRE shall prepare an Action Plan that meets the requirements of PS5 on involuntary resettlement and/or recovery of livelihoods, which identifies and defines appropriate measures, in order to mitigate the adverse impacts caused by the possible need to remove commercial establishments, that may result in loss of sources of income or other means of livelihood. The Action Plan should consider, at a minimum:

2.5.1.1 Identification and definition of appropriate measures for vulnerable individuals, as well as identifying and addressing gender-specific issues, where applicable.

2.5.1.2 Consultation with STAKEHOLDERS to identify their interests and expectations, considering them in the definition of mitigation/compensation measures.

2.5.1.3 Completion of economic displacement mitigation when those affected are given adequate opportunity to re-establish their livelihoods.

2.5.1.4 An appropriate STAKEHOLDER engagement process for decision-making related to involuntary resettlement and livelihood recovery is included in the Engagement Plan.

2.5.1.5 Timely disclosure of relevant information and the participation of those affected should take place during the planning,

implementation, monitoring and evaluation of compensation payments, livelihood recovery and resettlement activities.

2.5.2 The CONCESSIONAIRE shall adjust elements of the grievance mechanism already in place to comply with the respective requirements of PS1 and PS5, ensuring that those affected by potential displacement and/or loss of sources of income or other means of subsistence are informed about the MQR and its communication channels.

2.6 Cultural Heritage:

2.6.1 The CONCESSIONAIRE shall conduct, during PHASE 1 – PLANNING, a study on the possible process of listing existing assets within a radius of up to 1km (one kilometer), starting from the CONCESSION AREA, in consultation with the Deliberative Council of Cultural Heritage of Belo Horizonte (*Conselho Deliberativo do Patrimônio Cultural do Município de Belo Horizonte - CDPCM-BH*), the State Institute of Historical and Artistic Heritage (*Instituto Estadual do Patrimônio Histórico e Artístico de Minas Gerais - IEPHA*), the National Institute of Historical and Artistic Heritage (*Instituto do Patrimônio Histórico e Artístico Nacional - IPHAN*) and the community involved in the CONCESSION AREA and in relation to the cultural good.

2.6.2 The CONCESSIONAIRE shall avoid causing damage to or interfering with the original structure of the cultural heritage, even if it is not legally protected or has been previously affected.

2.6.3 In the event that listings in the vicinity of the CONCESSION AREA materialize and demonstrably impact the IMPLEMENTATION OF THE INFRASTRUCTURE and/or the provision of the SERVICES—requiring the CONCESSIONAIRE to adopt measures not originally contemplated in the CONTRACT and its ANNEXES—the CONCESSIONAIRE shall be entitled to an economic and financial rebalancing of the CONTRACT.

3. Environmental Liabilities

3.1 In Appendix 4.2 – ENVIRONMENTAL LIABILITIES REGISTRATION FORM the list of environmental liabilities identified in the CONCESSION AREA is presented based on the survey carried out at the time of the preparation of the feasibility studies.

3.2 The environmental liabilities identified in the Appendix 4.2 – ENVIRONMENTAL LIABILITIES REGISTRATION FORM, or that result from them, are the exclusive responsibility of the CONCESSIONAIRE, which shall implement all necessary measures for its management, recovery and mitigation.

3.3 Within 90 (ninety) days of the EFFECTIVENESS DATE, the CONCESSIONAIRE shall develop and submit to the GRANTING AUTHORITY, the ENVIRONMENTAL LIABILITIES REPORT, identifying any new environmental liabilities not mapped Appendix 4.2 – ENVIRONMENTAL LIABILITIES REGISTRATION FORM.

3.4 The GRANTING AUTHORITY may, within thirty (30) days, request adjustments and clarifications in relation to the content of the ENVIRONMENTAL LIABILITIES REPORT, which shall be carried out within fifteen (15) days by the CONCESSIONAIRE.

3.5 The procedure indicated above will be carried out until the GRANTING AUTHORITY approves the ENVIRONMENTAL LIABILITIES REPORT.

3.6 The CONCESSIONAIRE will bear the costs of recovering all environmental liabilities pointed out in the ENVIRONMENTAL LIABILITIES REPORT, being entitled to any economic and financial rebalancing of the CONTRACT, exclusively in relation to the environmental liabilities identified in the ENVIRONMENTAL LIABILITIES REPORT and not provided for in the Appendix 4.2 – ENVIRONMENTAL LIABILITIES REGISTRATION FORM of this ANNEX or that result from them.

3.7 The economic and financial rebalancing of the events indicated in item 3.6 above will be carried out in the manner established in the CONTRACT. As of the approval of the ENVIRONMENTAL LIABILITIES REPORT, the CONCESSIONAIRE will not be able to request reviews and make inquiries about the responsibility of environmental liabilities and will be exclusively responsible for carrying out all activities necessary to avoid, mitigate and manage environmental liabilities, bearing the burdens arising from any materialization of environmental risks and adverse consequences arising from such liabilities. under the terms of the rules established in this ANNEX and in the CONTRACT.

3.8 The CONCESSIONAIRE shall, during PHASE 1 – PLANNING, prepare, detail and implement a Contaminated Areas Management Program, in accordance with the procedures for Contaminated Area Management, approved by Joint Normative Resolution COPAM/CERH N° 02/2010, of September 8, 2010, which shall contain:

3.8.1 Process of Identification of Contaminated and potentially polluting Areas for all environmental liabilities identified in the REPORT OF ENVIRONMENTAL LIABILITIES and in the Appendix 4.2 – ENVIRONMENTAL LIABILITIES REGISTRATION FORM, looking at the following stages:

- i. Preliminary Evaluation;
- ii. Confirmatory Investigation (when applicable);
- iii. Detailed Investigation (when applicable);
- iv. Risk Assessment.

3.8.2 Contaminated Areas Rehabilitation Process (*Processo de Reabilitação de Áreas Contaminadas – PRAC*), with the preparation and implementation of an Intervention Plan.

3.8.3 Environmental monitoring of the management of contaminated areas until the issuance of the rehabilitation term for Declared Use.

3.8.4 Controlled disposal of materials, fluids, transformers, capacitors and other electrical equipment contaminated by polychlorinated biphenyls (PCBs) and their residues.

4. Licensing Guidelines

4.1 The CONCESSIONAIRE is responsible for licensing the HOPE HEALTH COMPLEX, preparing studies, and complying with any conditions required by competent authorities within the scope of the licensing process.

4.2 The CONCESSIONAIRE shall keep licenses and authorizations up to date throughout the entire CONTRACTUAL TERM, being responsible for the necessary renewals.

4.3 The GRANTING AUTHORITY shall support CONCESSIONAIRE in the licensing process to the extent possible, such as providing necessary information that CONCESSIONAIRE has not had access to and

making efforts to facilitate CONCESSIONAIRE's relationship with the competent authorities responsible for licensing.

4.4 The CONCESSIONAIRE shall comply with the applicable legislation, particularly the BELO HORIZONTE MASTER PLAN, Municipal Decree N° 17,762/2021 (updated by Municipal Decree N° 18,441/2023), DN N° 102/2020 of COMAM and Municipal Decree N° 17,266/2020, or the legislation that replaces them, as well as IFC Performance Standard 1, including:

4.4.1 Evaluate the direct, indirect and residual impacts related to the HOPE HEALTH COMPLEX, especially on the physical and socioeconomic means, identified in the characterization studies of the area.

4.4.2 Consider in the studies and in the licensing process all the activities carried out in the CONCESSION AREA, resulting from the implementation and operation of the HOPE HEALTH COMPLEX, whether they are main or accessory activities.

4.4.3 Prepare the Basic Architectural Project for approval by the Health Surveillance, according to the guidelines of RDC N° 51/2011 and Technical Regulation of RDC/Anvisa N° 50/2002.

4.4.4 Observe any losses of trees during the implementation of works, with the implementation of the appropriate mitigating measures. In case of intervention in trees (transplanting or suppression/cutting), authorization shall be obtained from the City Hall of Belo Horizonte and/or competent institutions for the implementation of the activity.

4.4.5 Develop measures to mitigate the potential dispersion of invasive alien species found within the CONCESSION AREA and voluntary or involuntary introduction of new species, through the circulation of vehicles and people related to the planned works.

4.4.6 Develop and implement Environmental Monitoring Programs (PBA, PCA, Self-Monitoring Program, among others) in line with the Performance Standards, Municipal Law N° 11.181/2019 and Normative Deliberations N° 093/2018, N° 097/2019 and N° 102/2020, or legislation that may replace them.

5. Terms of Reference

5.1 Term of Reference for the Preparation of the Assessment of Risks and Social and Environmental Impacts:

5.1.1 The CONCESSIONAIRE shall conduct a Social and Environmental Risk and Impact Assessment, determining the mitigation measures to be implemented in compliance with the Performance Standards (PS), the World Bank General Environmental, Health, and Safety Guidelines, and the World Bank Guidelines for Healthcare Facilities, as well as mitigation measures arising from applicable legislation, considering the impacts resulting from all CONCESSION PHASES.

5.1.2 The Assessment of Social and Environmental Risks and Impacts shall consider:

5.1.2.1 Social and environmental diagnosis with recent reference data, considering the AREA OF INFLUENCE of the HOPE HEALTH COMPLEX.

5.1.2.2 Survey of the perception of the AFFECTED COMMUNITIES by the PROJECT.

5.1.2.3 Survey and assessment of environmental risks and impacts to define the scopes of social and environmental monitoring programs and compliance with IFC and World Bank Group (WBG) legislation, regulations and guidelines, being essential to identify gaps and define the measures associated with each theme.

5.1.2.4 The establishment of mitigating measures for negative repercussions that can be mitigated or reversed.

5.1.2.5 The definition of compensatory measures for negative repercussions that can be tolerated by the population but cannot be extinguished.

5.1.2.6 Determination of measures to intensify the positive effects of the HOPE HEALTH COMPLEX in the vicinity of the CONCESSION AREA.

5.1.2.7 Guidance on the implementation and adaptations of the enterprise or interventions, ensuring their alignment with local urban, environmental, cultural, and socioeconomic characteristics.

5.1.2.8 Encouragement of the appropriate and sustainable use of environmental, cultural, urban and human resources.

5.1.2.9 Provision of subsidies to the decision-making processes related to urban licensing.

5.1.2.10 Establishment of conditions for the implementation of the project and operation of activities under the principles of prevention and precaution of irreversible changes and serious damage to the environment, cultural activities and urban space.

5.1.3 The scope of the Social and Environmental Risk and Impact Assessment shall be composed of at least the following items and sub-items:

5.1.3.1 Description and Characterization of the HOPE HEALTH COMPLEX:

5.1.3.1.1 The description shall be accompanied by studies, projects and other documents that allow its analysis. This description should address, among others: i) the presentation of the macro dimensioning of the use of raw materials, inputs and natural resources, equipment and infrastructure necessary for the activities of works and operation and respective schedule of implementation and operation; ii) the presentation of the economic and/or social objectives of the enterprise; iii) the compatibility of the project with current urban legislation; iv) the map of the location of the enterprise, in relation to the neighborhood and the city, showing the access road system; v) the presentation of the urban parameters to be adopted in the operation of the enterprise, considering the municipal rules in force; vi) architectural design of the enterprise.

5.1.3.2 Legal and Regulatory Framework:

- i. Present the applicable municipal, state and federal legislation, and when applicable, international standards.

5.1.3.3 AREA OF INFLUENCE of the PROJECT:

- i. The Social and Environmental Risk and Impact Assessment shall present the delimitation of the AREA OF INFLUENCE, considering a regional scale (municipality and regions, if any) and local, attributing a coherent delimitation to each component (physical, biotic and social means). The AREA OF INFLUENCE may be divided into (i) Area of Direct Influence – ADI⁵; and (ii) Area of Indirect Influence – AII.⁶

5.1.3.4 For the Diagnosis (Social and environmental Baseline), information should be collected from secondary sources, complementing with primary data, considering:

- i. Secondary data: according to the definition of the AREA OF INFLUENCE and availability of data, and shall consider: statistical records, censuses, government reports, institutional publications, academic studies and articles, topographic maps, aerial photos, satellite images, national and international databases, social and environmental studies carried out for the PROJECT, among others;
- ii. Primary data: collected by experts in the field, through industry-recognized research and analysis methods to fill in gaps in secondary data and provide an up-to-date overview, particularly of the IDA of the relevant components;
- iii. It should carefully assess sources of information and potential data gaps. Data limitations, such as the extent and quality of data, assumptions and key gaps in available data, and uncertainties associated with forecasts, should be clearly identified;
- iv. Regarding the spatialization of diagnostic data, geoprocessing tools should be used to obtain secondary spatial data, as well as for the integrated analysis of the most relevant components;
- v. Data collection should cover the aspects of the components of the physical, biotic, socioeconomic and cultural environments that are likely to be affected (directly or indirectly) by the CONCESSION PHASES.

⁵ Area of Direct Influence – ADI: area where the effects are produced directly by the project, generally including the area of physical interference of the project and its immediate surroundings.

⁶ Area of Indirect Influence – IIA: area where the effects are felt in a secondary or indirect way, usually with less intensity in relation to IDA.

5.1.3.4.1 Diagnosis of the Physical Environment:

5.1.3.4.1.1 Climate and Air Quality: secondary data, among others, on: i) general climatic characteristics (air temperature, humidity, rainfall, natural hazards, etc.); ii) air quality at the site, using secondary data (existing monitoring networks) as a reference and identification of fixed sources in the vicinity of the PROJECT; iii) individuation and description of the most likely sensitive receptors.

5.1.3.4.1.2 Geology, Soil and Contaminated Areas: i) geological, geomorphological and pedological and geotechnical characterization, based on secondary data; ii) preliminary assessment of the potential for soil contamination or other potential existing environmental liabilities (such as, but not limited to: asbestos or hazardous waste present at the site) and/or the existence of potential for soil contamination as a result of uses of the area and borders.

5.1.3.4.1.3 Water resources: i) Surface water: hydrographic, hydrological characterization and physicochemical quality of water bodies in the vicinity of the PROJECT that may be directly affected by the implementation and operation, based on secondary data; ii) Groundwater: characterization and quality of groundwater and its use, including proximity/overlap with recharge areas, vulnerability, well locations and depths (if relevant to the PROJECT), based on secondary data.

5.1.3.4.1.4 Climate Change: evaluate secondary data on the effects of climate change in the region.

5.1.3.4.1.5 Noise and Vibration: characterization of the existing source of noise and vibration in the areas of interest and immediate surroundings and presence of sensitive receivers.

5.1.3.4.1.6 Solid Waste and Liquid Effluents: waste management, including disposal and/or treatment of waste, sewage treatment system, monitoring protocols and results.

5.1.3.4.2 Characterization of the Biotic Environment (Biodiversity):

5.1.3.4.2.1 Vegetation cover: expedited characterization of ecosystems, vegetation cover, and fauna within the AREA OF INFLUENCE, including the identification of relevant landscape units; and, if applicable, field identification of vegetation to be affected by the PROJECT, to meet the technical requirements for clearance and compensation authorizations.

5.1.3.4.2.2 Fauna: if applicable, survey of the fauna in the CONCESSION AREA and specific considerations about the synanthropic and vector fauna and its interface with the PROJECT.

5.1.3.4.2.3 Conservation and/or Protected Areas: evaluation of the location of the PROJECT in relation to Conservation Units and priority and/or conservation areas recognized nationally and/or internationally.

5.1.3.4.3 Characterization of the Socioeconomic Environment:

5.1.3.4.3.1 Local political organization, relevant to the PROJECT.

5.1.3.4.3.2 Population and demographic characteristics, education, culture, leisure, religion, poverty indicators, employment profile, security conditions with attention to be given to the AFFECTED COMMUNITIES and STAKEHOLDERS.

5.1.3.4.3.3 General economic characterization.

5.1.3.4.3.4 Infrastructures and services (transport, traffic routes, water, sewage, gas and waste management, electricity, communications, other structures dedicated to health, leisure and sports equipment, accommodation for workers, if necessary), including characterization of current services and future demands.

5.1.3.4.3.5 Land Use of the AREA OF INFLUENCE.

5.1.3.4.3.6 Properties and type and use of land, related to the AREA OF INFLUENCE, highlighting the primary surveys of the ADI.

5.1.3.4.3.7 Survey of formal and informal commerce located around the PROJECT, and potential economic displacements resulting from the PROJECT. Special attention should be given to the study/data collection to support the planning and Action Plan for the Restoration of Livelihoods for merchants and property owners affected by the construction of the PROJECT, including compensation procedures and benefits for displaced individuals and the relocation of these businesses to other areas in the vicinity.

5.1.3.4.3.8 Survey of sensitivities/vulnerabilities in the surroundings of the PROJECT that may result in greater risk to the health and safety of the community, such as the proximity of schools, sports facilities, cultural and leisure equipment, etc.

5.1.3.4.3.9 Survey of Traditional Communities and Vulnerable Groups, in the vicinity of the PROJECT.

5.1.3.4.3.10 Surveys on culture and leisure in the surroundings of the PROJECT.

5.1.3.4.3.11 Survey of tangible cultural heritage near the PROJECT, identifying its distance from the PROJECT, whether it is listed or protected or not.

5.1.3.4.3.12 Survey on the Archaeological Heritage, in compliance with the legislation in the research of Archaeological Heritage for the implementation of procedures of fortuitous finds, ensuring, even in this stage of studies, the survey on the Intangible Heritage.

5.1.3.4.3.13 Survey of Intangible Cultural Heritage that may be affected by the PROJECT.

5.1.3.4.3.14 Aspects related to the labor of the PROJECT, considering the current allocation and the general situation of the municipality in relation to employment and work.

5.1.3.4.3.15 Survey and Assessment of Environmental Impacts:

5.1.3.4.3.16 Potential environmental impacts shall be identified and analyzed to guide the proposal of mitigating and compensatory measures to be adopted in the planning, implementation and operation phases of the PROJECT.

5.1.3.4.3.17 The evaluation should consider the effects (positive and negative) of all components and activities, in the different phases of the PROJECT, including potential cumulative impacts, if any, as defined and

5.1.3.4.3.18 To ensure that risks and impacts can be continuously assessed, a matrix shall be developed and integrated into the routine critical analysis of the Environmental and Social Management System (*Sistema de Gestão Ambiental e Social – SGAS*). This matrix shall allow for the evaluation of the effectiveness of measures implemented throughout the CONTRACTUAL TERM.

5.1.3.5 Mitigating, Control and Compensatory Measures:

- i. Prevention, mitigation and compensation measures for adverse impacts and enhancement measures, if applicable, for positive impacts should be detailed.
- ii. The monitoring programs necessary for the monitoring of the PROJECT's activities and its operation shall also be described.

5.1.4 The Assessment of Social and Environmental Risks and Impacts shall be prepared by a company or by qualified professionals, and shall contain the name, expertise of each professional, as well as the number of the respective professional registrations and signature of all members, who will be responsible for the information, results and conclusions presented.

5.1.5 The CONCESSIONAIRE shall hire a social and environmental consulting firm with a national and/or international reputation, relevant experience in social and environmental impact assessment studies, preferably with experience in the healthcare sector, as well as relevant experience in applying the IFC Performance Standards.

5.2 Term of Reference for the preparation of the STAKEHOLDER Engagement Plan.

5.2.1 The CONCESSIONAIRE shall identify the STAKEHOLDERS in the PROJECT, surveying individuals or groups or communities, who may affect, directly or indirectly, the PROJECT and who, perhaps, may be affected by it, positively or negatively.

5.2.2 The CONCESSIONAIRE shall develop and implement a Stakeholders Engagement Plan, which shall include:

5.2.2.1 PROJECT Description: present the PROJECT, highlighting the identified social and environmental impacts that the PROJECT may cause or suffer, both positive and negative, in addition to geographic information of the project, plant and associated facilities.

5.2.2.2 Regulations and Requirements: present the requirements to which the HOPE HEALTH COMPLEX is subject or committed, regarding consultation processes or information disclosure.

5.2.2.3 Previous participation and consultation activities: to highlight the trajectory taken by the PROJECT in the process of engaging STAKEHOLDERS, such as:

- i. Type of information disclosed, format, means and communication strategy;
- ii. Places and dates of the meetings held;
- iii. Individuals, groups, and/or organizations consulted;
- iv. Main problems discussed and main concerns raised;
- v. Feedback to the issues raised, including any commitments or follow-up actions; and
- vi. Process carried out to document these activities.

5.2.2.4 Engagement Plan Guidelines, communication methods, consultations and participation, grievance mechanisms, timelines, resources, responsibilities, among other information. The CONCESSIONAIRE shall:

- i. Define goals and objectives, aiming at promoting mutually beneficial relationships with local interest groups, through the dissemination of relevant information and the reception of feedback, in order to reduce social risks, strengthen trust between the parties, obtain and maintain the Social License to Operate (*Licença Social para Operar – LSO*);
- ii. Describe the means of communication for engagement of the identified groups, such as newspapers, posters, radio, television, exhibitions, pamphlets, leaflets, reports, in strategic public places and in the surroundings of the PROJECT, and other similar items;
- iii. Describe the methods and frequencies to be used for the consultation of the groups, such as, for example, qualitative research, participatory methods, public meetings, and other similar approaches.
- iv. Describe possible additional engagement activities, such as traditional consultation and decision-making mechanisms, partnerships with local communities, Non-Governmental Organizations (*Organização Não Governamentais – ONGs*) or other PROJECT participants, and social and environmental programs;
- v. Define the methods to be used for the identification and incorporation of disadvantaged or vulnerable groups (traditional communities, women, youth, older people, etc.), to engage specific STAKEHOLDERS and practice inclusive consultation process;
- vi. Present the system through which the AFFECTED COMMUNITIES (positively/negatively) by the project can bring their complaints;
- vii. Define strategies for disseminating the results of the Engagement Plan to the social actors involved, for example: Newsletters, Social and Environmental Assessment Reports, Annual Sustainability Reports, among others;
- viii. Present the actions for all phases of the PROJECT (implementation, commissioning, operation and maintenance), as well as the respective responsible parties and the necessary human and material resources.

5.2.3 The CONCESSIONAIRE shall develop relevant information materials about HOPE HEALTH COMPLEX for the press.

5.2.4 The CONCESSIONAIRE shall map and monitor events and discussions related to the project, identifying companies, institutions, NGOs, working groups, and participatory forums, and shall establish relationships with key STAKEHOLDERS, forming partnerships with those who are credible and can assist in guiding and demystifying impacts and risks, with the aim of minimizing external interferences.

5.2.5 The CONCESSIONAIRE shall establish a space/forum where the key group of STAKEHOLDERS meets with the CONCESSIONAIRE's team to work and plan activities of the social and environmental programs that are part of the PBAs, as well as the interests and guidelines of the enterprise.

5.2.6 The CONCESSIONAIRE shall periodically monitor and review the Stakeholders Engagement procedures, including complaint management, so that activities focused on the CONCESSION PHASES are incorporated.

5.2.7 Informed Consultation and Participation (*Consulta Informada e Participação – CIP*):

5.2.7.1 The CONCESSIONAIRE shall disclose relevant information about the PROJECT to AFFECTED COMMUNITIES and other STAKEHOLDERS to ensure understanding of risks, impacts, and opportunities in an objective, transparent, accessible manner, and in language and formats that are culturally appropriate. This means aligning with the customs, beliefs, group dynamics, forms of interaction and communication, and education levels of different social groups through meetings, lectures, presentations, and visits. The following shall be disclosed:

- i. Purpose, nature and scale of the PROJECT;
- ii. Phases and duration of the proposed activities of the PROJECT;
- iii. Risks and potential impacts on relevant communities and mitigation measures;
- iv. Planned process of engagement of STAKEHOLDERS;
- v. Grievance mechanism.

5.2.7.2 The CONCESSIONAIRE shall conduct the CIP process of the AFFECTED COMMUNITIES, through interviews, consultations, perception and satisfaction surveys, which is a continuous process, throughout the life cycle of the PROJECT as risks and impacts arise, with the receipt of opinions on the risks, impacts and mitigation measures of the PROJECT and consideration and response to them.

5.2.7.3 The CONCESSIONAIRE shall conduct consultations with meaningful participation, which does not imply that the suggestions and demands of STAKEHOLDERS shall inevitably be accommodated. However, the participants' perspectives and interests will be considered and will genuinely contribute to the design, adjustment, implementation, and operation of the PROJECT.

5.2.7.4 The CONCESSIONAIRE shall conduct consultations free from external manipulation, interference, coercion or intimidation, through the creation of safe spaces and mechanisms, in which the STAKEHOLDERS can feel free to express their opinions and concerns without fear of repercussions or retaliation.

5.2.7.5 The CIP process should meet the applicable recommendations of IFC Guidance Note 1⁷ (IFC, 2012), considering: i) capturing the views of men and women, if necessary, through separate forums or engagements; and (ii) reflect the different concerns and priorities of men and women regarding impacts, mitigation mechanisms, and benefits, if appropriate.

5.2.7.6 The CONCESSIONAIRE shall document the process, in particular, the measures adopted to avoid or minimize the risks and adverse impacts to the AFFECTED COMMUNITIES, as well as inform them how their concerns are being considered.

5.2.7.7 The CONCESSIONAIRE shall disseminate and disclose important information in a transparent, easily accessible manner and in a culturally appropriate and understandable format, with a focus on inclusive engagement.

5.2.7.8 When applicable, the CIP process shall also comply with requirements related to licensing.

5.2.8 External Communications and Grievance Mechanisms:

5.2.8.1 The CONCESSIONAIRE shall implement and maintain a procedure for external communications with the STAKEHOLDERS, through a direct and permanent channel. Examples of actions to be adopted: i) receive and record external communications from the public; ii) examine and evaluate the issues raised and determine how to deal with them; iii) provide, monitor and document responses, if any; iv) adjust the management program, as appropriate; and v) make available to the public periodic reports on its social and environmental sustainability.

5.2.8.2 The CONCESSIONAIRE shall implement a Grievance Mechanism that:

- i. Ensure transparency and adequacy to the local socioeconomic and cultural context, proportional to the risks and adverse impacts of the HOPE HEALTH COMPLEX, at no cost and accessible to all;
- ii. Be integrated into the SGAS;
- iii. Ensure that there is no form of retaliation against complainants;
- iv. Do not prevent access to judicial or administrative measures, when there is no resolution between the parties;
- v. Be widely disseminated, particularly in PHASE 2 - CONSTRUCTION;
- vi. Use forms of availability accessible via website, face-to-face service, toll-free telephone and installation of suggestion boxes at strategic points in the communities and periodic meetings;

⁷ Guidance Note 1: Assessment and Management of Social and Environmental Risks and Impacts - <https://www.ifc.org/content/dam/ifc/doc/2010/2012-ifc-performance-standards-guidance-note-pt.pdf>.

- vii. Have a professional with knowledge and expertise in gender issues and with safeguards to include receiving and handling allegations of sexual exploitation, abuse and violence, perpetrated by workers of the HOPE HEALTH COMPLEX, based on principles of confidentiality;
- viii. Allow documentation of communications and complaints received, considering the name of the complainant or company, date, type of complaint, forms of resolution, management measures that prevent future recurrences, and response to the complainant, with confirmation of receipt of their complaint and response on the form of resolution and periodic reports to the STAKEHOLDERS;
- ix. Protect the integrity and ensure the anonymity of complainants.

5.2.8.3 The CONCESSIONAIRE shall implement an assertive mechanism for responding to the suggestions, requests and concerns received, responding in an adequate, timely and appropriate manner.

6. APPENDIX

6.1 Appendix 4.1 – IMPLEMENTATION SCHEDULE

6.2 Appendix 4.2 – ENVIRONMENTAL LIABILITIES REGISTRATION FORM