

INTERNATIONAL COMPETITION No. 1/2025

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

**ANNEX 9
INSPECTION AGENTS**

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1. GENERAL PROVISIONS

- 1.1. This ANNEX contains the rules for the selection and contracting of INSPECTION AGENTS, which include the INSPECTION SUPPORT and the INDEPENDENT VERIFIER, also disciplining the limits and conditions of their performance.
- 1.2. The INSPECTION SUPPORT, while respecting the powers of the GRANTING AUTHORITY, (i) will act as a technical and technological agent to support the monitoring and inspection actions of the GRANTING AUTHORITY; and (ii) it will support the GRANTING AUTHORITY, through the issuance of reports and technical reports, in the monitoring of the fulfillment of the CONCESSIONAIRE's obligations, including the activities of preparation and execution of projects, studies, works, systems and other activities, as well as assessing the documentation issued by the INDEPENDENT VERIFIER.
 - 1.2.1 The INSPECTION SUPPORT will be hired and paid by the GRANTING AUTHORITY, which must observe the principles established in this ANNEX.
- 1.3. The INDEPENDENT VERIFIER, while respecting the powers of the GRANTING AUTHORITY, will act as: (i) independent evaluator of the achievement of the KEY PERFORMANCE INDICATORS, as well as in the calculation of the installments of the MONTHLY AVAILABILITY PAYMENT; (ii) independent evaluator in the monitoring of PHASE 1 – PLANNING and PHASE 2 – CONSTRUCTION, including the activities of approval of the ARCHITECTURE/ENGINEERING PROJECTS and monitoring of the INFRASTRUCTURE DEPLOYMENT, (iii) attesting the complying with the socio-environmental obligations and the IFC Performance Standards under the terms of ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES.
- 1.4. The INDEPENDENT VERIFIER will be hired and paid by the CONCESSIONAIRE under the terms of this ANNEX.
- 1.5. The performance of services by the INDEPENDENT VERIFIER must occur from the beginning of PHASE 1 – PLANNING until the end of the CONTRACT TERM.
 - 1.5.1. The contracting of INSPECTION SUPPORT will occur at the discretion of the GRANTING AUTHORITY, including in relation to the moment of its performance.
 - 1.5.2. The INSPECTION SUPPORT must be provided by a legal entity or consortium that is different from the INDEPENDENT VERIFIER.
- 1.6. The performance of the INSPECTION AGENTS does not exclude, replace or supersede the oversight exercised by the GRANTING AUTHORITY.
- 1.7. The performance of the INSPECTION AGENTS does not exempt the CONCESSIONAIRE, in whole or in part, from its obligations, nor does it interfere with the risks assumed by it, under the terms of the CONTRACT and its ANNEXES.
- 1.8. The deadlines established in this ANNEX shall be counted in calendar days, unless the reference is expressly made to business days.

2. CONDITIONS FOR ACTING AS AN INDEPENDENT VERIFIER

- 2.1. Without prejudice to other restrictions provided for in current legislation, those who, individually or as members of any consortium, may not be contracted as INDEPENDENT VERIFIERS are:
- a) who are serving a penalty of temporary suspension of participation in tenders or contract with the PUBLIC AUTHORITY;
 - b) that have been declared ineligible to participate in tenders or contract with the PUBLIC AUTHORITY;
 - c) who have been sentenced, by a final and unappealable judgment, to the penalty of interdiction of rights due to the practice of environmental crimes, as provided for in article 10 of Federal Law No. 9,605/1998, or in any legislation that replaces it;
 - d) that have a sanction record, with an impeding effect on participation in tender or contracting with the public administration, in the registers referred to in article 22 of Federal Law No. 12,846/2013, or any legislation that replaces it;
 - e) that have been prohibited by the Plenary of the ADMINISTRATIVE COUNCIL FOR ECONOMIC DEFENSE - CADE from participating in tenders promoted by the PUBLIC AUTHORITY, due to the practice of violation of the economic order, under the terms of article 38, item II, of Federal Law No. 12,529/2011, or any legislation that replaces it;
 - f) who have been prohibited from contracting with the PUBLIC AUTHORITY due to a sanction restricting their rights resulting from an environmental administrative infraction, pursuant to article 72, paragraph 8, item V, of Federal Law No. 9,605/1998, or any legislation that replaces it;
 - g) who have been prohibited from contracting with the PUBLIC AUTHORITY due to conviction for an act of administrative improbity, under the terms of article 12 of Federal Law No. 8,429/1992, or any legislation that replaces it;
 - h) who are subject to insolvency, liquidation, temporary special administration regime or intervention, or have had bankruptcy decreed by a court decision;
 - i) that are subsidiaries, controllers, and/or companies under common control, directly or indirectly, of the CONCESSIONAIRE, as defined in Federal Law No. 6,404/1976, or any legislation that replaces it, and of a foreign parent company of the Brazilian branch of the CONCESSIONAIRE, or of its shareholders;

- j) that provide independent auditing services in the CONCESSION CONTRACT or that provide any type of service to the CONCESSIONAIRE or its RELATED PARTIES;
- k) whose partners, shareholders or associates have direct or indirect participation in the management or corporate structure of the CONCESSIONAIRE;
- l) that are RELATED PARTIES;
- m) that have, among the members of the technical team: (a) a servant or director of the body/entity responsible for the management, inspection or monitoring of the CONTRACT; (b) person who has been, in the period between the last six (6) months from the date of publication of the PUBLIC NOTICE, until the moment of performance in the referred technical team, a servant or director of the contracting body/entity/responsible for the TENDER, or public body involved in the modeling of the TENDER; (c) person who has worked in the modeling and/or formulation of the TENDER documents in the 6 (six) months prior to the publication of the PUBLIC NOTICE; and (d) a person who is or has been, in the period between six (6) months prior to the publication of the PUBLIC NOTICE until the moment of performance, an officer, manager, employee, outsourced contractor or partner of the shareholders of the CONCESSIONAIRE;
- n) who, in any way, may have their independence and impartiality compromised due to the existence of a corporate, commercial, service provision relationship, among others, with the CONCESSIONAIRE, its shareholders and/or RELATED PARTIES; and
- o) whose partners, shareholders or associates are spouses or partners, have a kinship, collateral or affinity relationship, up to the third degree, of the partners or shareholders of the CONCESSIONAIRE or of a servant or officer of the GRANTING AUTHORITY.

2.2. The INDEPENDENT VERIFIER must prove compliance with the following requirements:

- 2.2.1 The performance for at least 2 (two) years of activities of: (i) certification, verification and processes of examinations and validation of building works; (ii) construction management; (iii) supervision of building works; or (iv) inspection and control of building works.

- 2.2.1.1 The services provided in the item0 above must be proven in projects with a minimum investment value of BRL 275,421,608.44 (two hundred and seventy-five million, four hundred and twenty-one thousand, six hundred and eight reais and forty-four cents) covering at least one of the requirements described above.

- 2.2.1.2 The experience required in the item 2.2.1.1 above may be proven by adding up the certificates referring to the different activities listed in item 2.2.1, provided that each certificate has, at least, proof in projects with a minimum investment value of 50% (fifty percent) of the amount provided for in item 2.2.1.1 above.

- 2.2.2 Acting in the provision of independent verification services, for at least 5 (five) years, in social and environmental matters, in Public-Private Partnership (PPP) contracts and/or common concessions, or in Social and Environmental Audits and Due Diligence;

- 2.2.3 At least 5 (five) years of experience in the preparation of Social and Environmental studies and implementation based on the IFC Performance Standards, implementation and/or support for the inspection of Public-Private Partnership (PPP) contracts and/or common concessions that use the IFC Performance Standards;

- 2.2.4 Acting in the provision of independent verification services, for at least 2 (two) years, in Public-Private Partnership (PPP) projects, preferably in the health sector; and

- 2.2.5 Acting in the provision of independent verification services, for at least 5 (five) years, in Public-Private Partnership (PPP) or Concessions projects, in any infrastructure sector.

- 2.3 The experiences indicated in the items 0 2.2.2 and 2.2.3 may be proven by a subcontracted company, provided that the link with the INDEPENDENT VERIFIER is proven, as the case may be, through:
 - 2.3.1. A contract for the provision of services or construction;

 - 2.3.2. A commitment to execute the scopes related to the portion of services proven in the form of item 2.3.

- 2.4 The services indicated in the item 2.2 must have been provided in the last 8 (eight) years.

- 2.5 Proof must occur by submitting certificate(s) of technical capacity, by the legal entity itself or through a consortium, or by a related professional, provided by legal entities of public or private law, without the possibility of adding up certificates, except as provided for in item 2.2.1.2.

- 2.6 The certificates of technical capacity must be signed by the issuer's legal representative, and must contain:

- a) The corporate name and identification data of the issuing institution (CNPJ, address, telephone, email);
- b) Description of the services provided;
- c) Period of the respective contracts;
- d) Declaration that the legal entity has satisfactorily provided the services;
- e) Place and date of issue, name, position, telephone number, e-mail and the signature of the person responsible for the veracity of the information.

2.7 International certificates must be presented accompanied by a sworn translation.

2.8 In case of doubts, proof of authenticity may be made before the GRANTING AUTHORITY, upon presentation of the original document or declaration of authenticity by a lawyer, under his personal responsibility.

2.9 For proving technical qualification, the presentation of certificates issued by the company itself, controlled company, parent company, entity(ies) subject to the same corporate control or by a company of the same economic group as the proponent will not be accepted.

3 PERFORMANCE OF THE INSPECTION SUPPORT

3.1 The INSPECTION SUPPORT will act in the CONCESSION as an agent of technical and technological support to the GRANTING AUTHORITY, supporting it in the decision-making process and in the monitoring and inspection of the CONCESSIONAIRE's compliance with the regulations and contractual specifications that are applicable to it.

3.2 Without prejudice to other activities assigned to it in the CONTRACT and in the other ANNEXES, the INSPECTION SUPPORT must perform the following duties, whenever requested by the GRANTING AUTHORITY:

3.2.1 Prepare technical reports to support the decision-making process of the GRANTING AUTHORITY, as requested, including in the statements provided for in the CONTRACT, in its ANNEXES and in the analysis of statements by the INDEPENDENT VERIFIER, even if there is no express mention

of INSPECTION SUPPORT in the provisions on the performance of the GRANTING AUTHORITY in the CONTRACT and in its ANNEXES;

3.2.2 Evaluate and monitor compliance with the INFRASTRUCTURE DEPLOYMENT SCHEDULE, BASIC PROJECT and EXECUTIVE PROJECT, monitor the INVENTORY, the INFRASTRUCTURE DEPLOYMENT, with the issuance of reports and compliance reports, subsidizing the GRANTING AUTHORITY in the decision-making processes, without prejudice to the performance of the INDEPENDENT VERIFIER, as the case may be;

3.2.3 Prepare reports regarding THE compliance with regulations, contractual provisions, any acts of delegation and admission of new investments to support the decision-making process of the GRANTING AUTHORITY;

3.2.4 Prepare reports of accounting analysis, tax regularity and compliance of income statements, among other tax and accounting analyses;

3.2.5 Monitor the replacement, by the CONCESSIONAIRE, of RELATED ASSETS sold or replaced;

3.2.6 Support the GRANTING AUTHORITY in the verification of the socio-environmental programs provided for in ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES, without prejudice to the performance of the INDEPENDENT VERIFIER;

3.2.7 Support the GRANTING AUTHORITY in the analysis of the MONTHLY PAYMENT REPORT, QUARTERLY EVALUATION REPORT and INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT, without prejudice to the performance of the INDEPENDENT VERIFIER;

3.2.8 Assist the GRANTING AUTHORITY, if requested, in the evaluation of the materialization of EVENT OF IMBALANCE, including regarding the amounts presented.

3.3 The delay on the part of the INSPECTION SUPPORT in the delivery of reports, reports, opinions and any subsidies requested by the GRANTING AUTHORITY to make a decision on one or more issues does not exempt the GRANTING AUTHORITY from complying with its applicable approval, non-objection or deliberation deadlines, and the GRANTING AUTHORITY assumes any consequences applicable to the non-manifestation within the respective deadline.

4 PERFORMANCE OF THE INDEPENDENT VERIFIER

4.1 Without prejudice to other activities assigned to it in the CONTRACT and in the other ANNEXES, the

INDEPENDENT VERIFIER must perform the following duties:

- 4.1.1 Carry out the monthly measurement of the KEY PERFORMANCE INDICATORS, in order to calculate the GENERAL PERFORMANCE INDEX - IDG, analyzing documents, carrying out inspections, surveys, field measurements, diligences and verifications, collecting information from the PARTIES and validating the data obtained;
- 4.1.2 Calculate the MONTHLY AVAILABILITY PAYMENT, individually indicating all components, under the terms of ANNEX 10 – PAYMENT MECHANISM;
- 4.1.3 Periodically prepare the QUARTERLY EVALUATION REPORT and the MONTHLY PAYMENT REPORT, under the terms of ANNEX 10 – PAYMENT MECHANISM;
- 4.1.4 Verify the compliance with social and environmental obligations by the CONCESSIONAIRE, as well as compliance with IFC's Performance Standards, pursuant to ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES;
- 4.1.5 Carry out diligence, surveys, field inspections and collection of information from the CONCESSIONAIRE and the GRANTING AUTHORITY, employing the necessary diligence for the fulfillment of its functions;
- 4.1.6 Carry out the evaluation regarding the technological up to date of the MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT, considering the provisions of the CONTRACT;
- 4.1.7 Evaluate the calculation of the value adjustments provided for in the CONCESSION CONTRACT, under the terms of ANNEX 10 – PAYMENT MECHANISM.
- 4.1.8 Act in the process of monitoring the execution of the INFRASTRUCTURE DEPLOYMENT, inspect the WORKS and indicate any corrections to be made by the CONCESSIONAIRE;
- 4.1.9 Evaluate the INFRASTRUCTURE DEPLOYMENT SCHEDULE, issue reports, technical reports on the subject and analyze any notes made by the PARTIES, under the terms of ANNEX 3 – CONCESSION PHASES;
- 4.1.10 Evaluate BASIC PROJECTS and EXECUTIVE PROJECTS prepared by the CONCESSIONAIRE, pursuant to ANNEX 3 – CONCESSION PHASES and ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS;

4.1.11 Assess the compliance, by the CONCESSIONAIRE, with the stages of execution of the CONTRIBUTION EVENTS and issue the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT, under the terms of ANNEX 3 – CONCESSION PHASES;

4.1.12 Monitor the process of delivery and installation of the EQUIPMENT and FURNITURE and submit its considerations to the TRANSITION COMMISSION, when there is a need to resolve any divergences between the PARTIES regarding the conditions, specifications and quantities of the EQUIPMENT and FURNITURE delivered;

4.1.13 To draft a document with a detailed methodology to enable the verification and measurement of the KEY PERFORMANCE INDICATORS that make up the Availability Factor, the Quality Factor and the Satisfaction Factor, under the terms of ANNEX 8 – KEY PERFORMANCE STANDARDS, to be presented up to 180 (one hundred and eighty) days before the beginning of PHASE 3 – PARTIAL OPERATION for analysis by the PARTIES. The PARTIES will have 30 (thirty) days to analyze and send considerations, the INDEPENDENT VERIFIER will then have 30 (thirty) days to review the document and the PARTIES 30 (thirty) days for validation.

4.2 To make available, until the beginning of PHASE 3 – PARTIAL OPERATION, a web information system with remote access permission to the GRANTING AUTHORITY and the CONCESSIONAIRE to the following resources: (i) Management Control Panel for viewing the KEY PERFORMANCE INDICATORS in a user-friendly interface, with customizable reports and graphs; (ii) Automatic calculation of the KEY PERFORMANCE INDICATORS, the Availability Factor, the Quality Factor, the Satisfaction Factor and the value of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT; (iii) Registration of non-conformities; (iv) Database with history of measurements carried out.

5 PROCEDURE FOR HIRING THE INDEPENDENT VERIFIER

5.1 Within 30 (thirty) days after the beginning of PHASE 1 – PLANNING, the CONCESSIONAIRE shall submit for approval by the GRANTING AUTHORITY, a triple list of 3 (three) nominees, isolated legal entities or in a consortium, who meet the minimum qualification conditions to act as INDEPENDENT VERIFIER, as defined in item 2 of this ANNEX.

5.2 The GRANTING AUTHORITY, within 20 (twenty) days of receipt of the triple list, shall approve the nominees who meet the requirements of item 2 of this ANNEX and exclude from the selection those nominees who do not meet the necessary requirements, upon formal and reasoned refusal.

5.3 If the GRANTING AUTHORITY rejects the triple list in its entirety or does not approve a nominee, with due justification, the CONCESSIONAIRE must present a new triple list within thirty (30) days.

5.4 If the GRANTING AUTHORITY does not issue a manifestation within the period indicated in item 5.3, the triple list presented will be considered approved.

5.5 The procedure provided for in items 5.2 and 5.3 it must be repeated successively until the GRANTING

AUTHORITY approves all the nominees on the list.

- 5.6 The GRANTING AUTHORITY may, at its discretion, during the period referred to in the item 5.2, request from the selection participants, through the CONCESSIONAIRE, additional information regarding the minimum conditions established in item 2 of this ANNEX, in addition to clarifications regarding conflicts of interest that may be found.
- 5.7 Once the triple list is approved, the GRANTING AUTHORITY shall, within 15 (fifteen) days, select one of the nominees to act as INDEPENDENT VERIFIER.
- 5.7.1 With the express consent of the GRANTING AUTHORITY, the list for the position of INDEPENDENT VERIFIER may have less than 3 (three) nominees, especially if the absence of interested parties or the reduced number of interested parties with the minimum qualification conditions required in this ANNEX is demonstrated.
- 5.8 In case of absence of the manifestation of the GRANTING AUTHORITY indicated in item 5.7, after the period of 15 (fifteen) days has elapsed since the approval of the triple list, the CONCESSIONAIRE may choose one of the nominees from the list previously approved by the GRANTING AUTHORITY.
- 5.9 The INDEPENDENT VERIFIER selected by the GRANTING AUTHORITY, or chosen under the terms of item 5.8, will be contracted by the CONCESSIONAIRE within 30 (thirty) days, counted from the item 5.7 or 5.8, who will be responsible for fully bearing the respective contracting costs.
- 5.10 The CONCESSIONAIRE will not be subject to the penalties arising from the failure to hire the INDEPENDENT VERIFIER until the GRANTING AUTHORITY's manifestation, referred to in item 5.7 of this ANNEX, except for the provisions of item 5.8 of this ANNEX.
- 5.11 A penalty may be applied to the CONCESSIONAIRE when it is demonstrated that the need for repeated complementary indications was motivated by successive indications that do not meet the requirements set forth in item 2, and which, therefore, make it impossible to meet the minimum required number of companies or consortium of approved companies, has resulted from conduct of bad faith, willful misconduct or fault of the CONCESSIONAIRE, determined after a regular administrative procedure, seeking to postpone the beginning of the period that is incumbent upon it to hire the INDEPENDENT VERIFIER referred to in this ANNEX.
- 5.12 The contract entered with the INDEPENDENT VERIFIER will have a legal nature of private law, but its performance will be subject to the parameters established in the CONCESSION CONTRACT, which will be monitored by the PARTIES, observing the limits defined in this ANNEX.
- 5.13 The remuneration of the INDEPENDENT VERIFIER shall be paid by the CONCESSIONAIRE independently and is not bound to the eventual agreement of any of the PARTIES as to the respective reports, opinions and reports issued, but only to the regular and adequate performance of its functions described in the CONTRACT and in the ANNEXES.
- 5.14 The contract between the CONCESSIONAIRE and the INDEPENDENT VERIFIER will be valid for up to 5 (five) years.

- 5.14.1 The contract with the INDEPENDENT VERIFIER may be extended only once, for an equal period, if its convenience is demonstrated and upon the agreement of the GRANTING AUTHORITY.
- 5.15 For the extension of the contract, the INDEPENDENT VERIFIER must be in compliance with its obligations.
- 5.16 Up to 6 (six) months before the end of the contract entered with the INDEPENDENT VERIFIER, the CONCESSIONAIRE shall carry out a new selection procedure, in compliance with the provisions of this ANNEX.
- 5.17 When hiring the INDEPENDENT VERIFIER, the CONCESSIONAIRE shall include in the contract the following minimum content:
- 5.17.1 the object of the contract and its term;
 - 5.17.2 the detailed description of the activities and reports to be developed by the INDEPENDENT VERIFIER, with express indication of deadlines for their delivery, observing the scope defined in the CONCESSION CONTRACT and its ANNEXES;
 - 5.17.3 the conditions for the subcontracting of services;
 - 5.17.4 the rules on data protection, compatible with the provisions of Federal Law 13,709, of 2018, and with the nature of the measurement services provided;
 - 5.17.5 the rules on the continuous and real-time transfer of documents, information and use of data by the GRANTING AUTHORITY and the CONCESSIONAIRE for the purposes of monitoring and inspection of the CONCESSION CONTRACT;
 - 5.17.6 sanctions and cases of termination that expressly contemplate:
 - a) failure to comply with deadlines in the provision of information requested by the CONCESSIONAIRE or the GRANTING AUTHORITY;
 - b) failure to meet deadlines for the delivery of other products;
 - c) the non-compliance with the duty of integrity by the INDEPENDENT VERIFIER, especially those related to the provisions of item 2 of this ANNEX and the preservation of the condition of autonomy and independence during the provision of the services to assess the performance of the CONCESSIONAIRE;

- 5.17.7 anti-corruption and integrity clause containing specific representations and guarantees of compliance with applicable anti-corruption legislation and rules and reputational integrity to be observed by the INDEPENDENT VERIFIER.
 - 5.17.8 clause providing that the INDEPENDENT VERIFIER shall ensure the full transfer of the material produced during the performance of the contract to the PARTIES and to the new INDEPENDENT VERIFIER, so that the latter can understand the history and the respective technical foundations adopted.
 - 5.17.9 clause providing that any disagreement with the content of the work performed by the INDEPENDENT VERIFIER will not give rise to the application of penalties, delays or discounts on his remuneration.
- 5.18 The CONCESSIONAIRE shall prepare and submit to the GRANTING AUTHORITY the draft of the contract to be entered into with the INDEPENDENT VERIFIER, observing the deadlines of the previous items.
- 5.18.1 Within 15 (fifteen) days of receipt of the draft contract, the GRANTING AUTHORITY shall issue its agreement or request the making of adjustments it deems appropriate to ensure its compatibility with the provisions of the CONCESSION CONTRACT and this ANNEX.
 - 5.18.2 The absence of a response from the GRANTING AUTHORITY within the period referred to in item 5.18.1 will be equivalent to agreement with the terms of the contract to be entered into with the INDEPENDENT VERIFIER.
 - 5.18.3 The GRANTING AUTHORITY shall not be a party to the contract entered into between the CONCESSIONAIRE and the INDEPENDENT VERIFIER.
- 5.19 The GRANTING AUTHORITY may not interfere in the economic conditions of contracting the INDEPENDENT VERIFIER or make requirements incompatible with the provisions of the CONTRACT and this ANNEX, especially when the pertinence of the interference is not proven.
- 5.20 If the contracting of the INDEPENDENT VERIFIER does not occur in a timely manner due to the fault of the CONCESSIONAIRE, the parameters that should be calculated by the INDEPENDENT VERIFIER of the MONTHLY AVAILABILITY PAYMENT will be considered in the minimum floor of each component, according to ANNEX 10 – PAYMENT MECHANISM.
- 5.20.1 The proven absence of interest of legal entities to act as INDEPENDENT VERIFIER and unjustified denials by the GRANTING AUTHORITY in relation to the triple lists sent by the CONCESSIONAIRE will not be considered as the fault of the CONCESSIONAIRE.
- 5.21 If the contracting of the INDEPENDENT VERIFIER does not occur or does not occur in a timely manner for any other reason not attributable to the CONCESSIONAIRE, the calculation of the MONTHLY AVAILABILITY PAYMENT shall be carried out by the CONCESSIONAIRE until the INDEPENDENT VERIFIER

is contracted, and the GRANTING AUTHORITY shall activate the dispute resolution mechanisms provided for in the CONCESSION CONTRACT if it disagrees with the evaluation submitted by the CONCESSIONAIRE.

- 5.22 In case of delay in contracting the INDEPENDENT VERIFIER, regardless of fault, the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT must be issued by the GRANTING AUTHORITY, observing the issuance deadlines provided for in ANNEX 3 – CONCESSION PHASES and the deadline for payment of the CAPEX BUYDOWN PAYMENT provided for in ANNEX 10 – PAYMENT MECHANISM.
- 5.23 In the hypothesis of the items 5.20 and 5.21, the social and environmental obligations provided for in ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES must be monitored and attested by the GRANTING AUTHORITY.
- 5.24 In the event of delay in contracting the INDEPENDENT VERIFIER, regardless of the PARTY at fault for the delay, and once contracted, the amounts paid to the CONCESSIONAIRE shall be reviewed by the INDEPENDENT VERIFIER and eventually offset to the injured PARTY by changing the amount of the next installment of the MONTHLY AVAILABILITY PAYMENT and/or CAPEX BUYDOWN PAYMENT due.

6 PERFORMANCE OF THE INSPECTION AGENTS

- 6.1 The INDEPENDENT VERIFIER and the INSPECTION SUPPORT shall ensure the completeness, quality and veracity of the data and information to be used in the reports and products under their responsibility.
- 6.1.1 The documents produced by the INSPECTION AGENTS must comply with the following guidelines:
- a) indicate the sources of the information and data used;
 - b) present calculation memories of the results presented, including georeferenced photos when applicable;
 - c) present express technical reasoning that is consistent with the conclusions presented, ensuring respect for the duty to motivate decisions that affect the sphere of rights of individuals who relate to the PUBLIC AUTHORITY;
 - d) observe the applicable technical standards and ensure that the conclusions are issued by professionals with competence compatible with the nature of each work or activity;

- e) indicate the name of the technical persons responsible for the preparation of the reports and of any subcontracted company to support their production, demonstrating their qualifications for the task;
 - f) issue annotation or record of technical responsibility when required by legislation regarding the totality of services provided.
- 6.2 For the performance of their duties, the INSPECTION AGENTS must collect the necessary information, including through field measurements and on-site inspections, to prepare reports and technical reports based on this information, and must have access to the entire database and information necessary about the CONCESSION, information systems, as well as to the CONCESSION AREA.

7 RELATIONS BETWEEN THE PARTIES AND THE INDEPENDENT VERIFIER

- 7.1 The activities of the INDEPENDENT VERIFIER must be carried out in an impartial manner before the PARTIES, and the delivery of opinions, technical reports and analyses must take place directly and at the same time to both PARTIES, and prior knowledge or approval of their content by the GRANTING AUTHORITY or the CONCESSIONAIRE cannot be required.
- 7.2 The work of the INDEPENDENT VERIFIER must be developed independently, autonomously, impartially and integrated with the teams of the CONCESSIONAIRE and the GRANTING AUTHORITY.
- 7.2.1 The professionals of the technical team of the INDEPENDENT VERIFIER must be available for interactions with the CONCESSIONAIRE and the GRANTING AUTHORITY.
- 7.3 In order to enable the monitoring of the verification procedure, all documents, reports, analyses and studies produced or assessed by the INDEPENDENT VERIFIER must be delivered digitally, concomitantly, to the CONCESSIONAIRE and the GRANTING AUTHORITY.
- 7.3.1 The INDEPENDENT VERIFIER may forward, by digital means, the documents and information to the ACCOUNT ADMINISTRATOR in accordance with the obligations set forth in the ANNEXES and must keep a copy of these communications by the representatives of the GRANTING AUTHORITY and the CONCESSIONAIRE.
- 7.4 The INDEPENDENT VERIFIER shall ensure that the PARTIES will have access to the data, information and spreadsheets used in the production of the reports, which shall be made available openly, in physical form or via software, as requested by the PARTY, without restrictions, and with the indication of calculation formulas, memories, criteria and methodologies adopted, in order to allow the complete analysis and verification of the work performed.

- 7.5 The CONCESSIONAIRE and the GRANTING AUTHORITY shall guarantee the INDEPENDENT VERIFIER unrestricted and uninterrupted access to the computerized systems for monitoring and monitoring the INFRASTRUCTURE DEPLOYMENT and the SERVICES, to data and information necessary for fulfillment of its obligations, including the availability of the necessary licenses for this purpose.
- 7.5.1 Access to the different locations of the CONCESSION AREA must occur in accordance with the applicable security rules and any other rules as directed by the PARTIES.
- 7.6 The contract with the INDEPENDENT VERIFIER will expressly provide for the prerogative of direct request for information and clarifications to the INDEPENDENT VERIFIER by the PARTIES, which must be fulfilled within a maximum period of 15 (fifteen) days if no other deadline is agreed between the interested parties.
- 7.7 The INDEPENDENT VERIFIER shall hold periodic monitoring and control meetings with the CONCESSIONAIRE and the GRANTING AUTHORITY, recording in minutes the measures to be adopted to ensure compliance with the requirements and deadlines of the CONCESSION CONTRACT.
- 7.8 The INDEPENDENT VERIFIER may suggest to the PARTIES, whenever necessary, improvements in the verification procedure, provided that the rules established by the CONTRACT and its ANNEXES are followed.
- 7.9 The INDEPENDENT VERIFIER shall promote a transparent and efficient management of the data and information collected and the reports produced, ensuring their filing in a computerized system and the proper recording of the motivation adopted in each case.

8 PROCEDURE FOR EARLY TERMINATION OF THE CONTRACT WITH THE INDEPENDENT VERIFIER

- 8.1 The following actions may lead to the early termination of the contract with the INDEPENDENT VERIFIER and its consequent replacement, without prejudice to other applicable penalties:
- 8.1.1 repeated non-compliance with obligations or errors in the collection and processing of data and information or in their checking, provided that there has been no fault of the CONCESSIONAIRE or the GRANTING AUTHORITY in the occurrence of delays or defaults by the INDEPENDENT VERIFIER;
- 8.1.2 any form of undue favoring to the PARTIES that may compromise the quality and independence of the verification activity, such as, for example, the sharing of confidential information or whose disclosure causes harm to the verification process;

- 8.1.3 omission, manipulation of information or data, as well as the use of false information or data;
 - 8.1.4 the occurrence of a conflict of interest that may compromise the independence and autonomy of the analyses;
 - 8.1.5 finding of collusion with any of the PARTIES to alter the outcome of the reports issued.
- 8.2 The early termination of the CONCESSION CONTRACT will give rise to the early termination of the contract with the INDEPENDENT VERIFIER.
- 8.3 Once the occurrence of some of the actions established in item 8.1, the GRANTING AUTHORITY must initiate an administrative proceeding to investigate the facts, and the full defense and adversarial proceedings must be ensured to the INDEPENDENT VERIFIER.
- 8.3.1 The INDEPENDENT VERIFIER will be notified to present a defense within 15 (fifteen) days.
 - 8.3.2 The notification must clearly and objectively describe the facts imputed to the INDEPENDENT VERIFIER and the possible consequences of his conduct.
 - 8.3.3 It will be up to the INDEPENDENT VERIFIER to prove what is alleged in its defense, and may, before the decision is taken by the GRANTING AUTHORITY, attach documents and opinions, request diligence and expertise, as well as present allegations regarding the subject matter of the proceeding.
 - 8.3.4 Evidence proposed by the interested party may only be refused, by means of a reasonable decision, when it is illegal, impertinent, unnecessary or delaying.
 - 8.3.5 When the INDEPENDENT VERIFIER states that facts and data are recorded in documents held by the PUBLIC ADMINISTRATION, the GRANTING AUTHORITY will take the initiative to obtain the documents or their respective copies.
 - 8.3.6 The evidential elements must be considered in the motivation of the report and the final decision of the GRANTING AUTHORITY on the matter.
- 8.4 During the calculation period referred to in item 8.3, the GRANTING AUTHORITY may determine the temporary removal of the INDEPENDENT VERIFIER by means of a reasoned decision.
- 8.4.1 During any temporary removal of the INDEPENDENT VERIFIER or until a new INDEPENDENT VERIFIER is contracted in the event of a final decision by the GRANTING AUTHORITY for the dismissal of the previous provider: (i) the calculation of the MONTHLY AVAILABILITY PAYMENT will be carried out by the CONCESSIONAIRE, and the GRANTING AUTHORITY is responsible, exceptionally, for its verification and final

confirmation within fifteen (15) days of its receipt, extendable for an equal period; (ii) the social and environmental obligations provided for in ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES must be monitored and attested by the GRANTING AUTHORITY; (iii) The INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT shall be issued by the GRANTING AUTHORITY, observing the issuance deadlines provided for in ANNEX 3 – CONCESSION PHASES and the deadline for payment of the CAPEX BUYDOWN PAYMENT provided for in ANNEX 10 – PAYMENT MECHANISM.

- 8.5 During this period, if the CONCESSIONAIRE disagrees with any revisions promoted by the GRANTING AUTHORITY, it must activate the dispute resolution mechanisms provided for in the CONCESSION CONTRACT.
- 8.6 In the event of a final administrative decision by the GRANTING AUTHORITY for the dismissal of the INDEPENDENT VERIFIER, the CONCESSIONAIRE shall provide for the termination of the respective contract, pay the indemnities due to it and initiate a process of contracting a new INDEPENDENT VERIFIER, in accordance with the procedure provided for in this ANNEX.
- 8.6.1 The CONCESSIONAIRE may request the dispute resolution mechanisms provided in the CONCESSION CONTRACT if it disagrees with the decision of the GRANTING AUTHORITY on the removal of the INDEPENDENT VERIFIER.

9 PROCEDURE FOR DISPUTE RESOLUTION ON PRODUCTS DELIVERED BY THE INDEPENDENT VERIFIER

- 9.1 Any disagreements of the PARTIES in relation to the QUARTERLY EVALUATION REPORT, MONTHLY PAYMENT REPORT or the technical interpretation adopted by the INDEPENDENT VERIFIER in carrying out their responsibilities:
- 9.1.1 will not result in penalties being applied to the INDEPENDENT VERIFIER, nor will there be any withholding of their payments or imposition of discounts on their remuneration;
- 9.1.2 shall be resolved through the dispute resolution mechanisms provided in the CONCESSION CONTRACT, and the imposition of a unilateral decision by any of the PARTIES that may impact the results measured by the INDEPENDENT VERIFIER is prohibited.
- 9.2 The PARTIES are granted the right to independently monitor the procedure for measuring the KEY PERFORMANCE INDICATORS and to express, whenever they deem appropriate, their disagreements regarding the position of the INDEPENDENT VERIFIER.
- 9.2.1 The exercise of this right by the PARTIES shall comply with the rules of this ANNEX, so as not to hinder, delay, interfere and/or interrupt the provision of the activities of the INDEPENDENT VERIFIER.

- 9.3 After the resolution of the disagreements regarding the QUARTERLY EVALUATION REPORT or the MONTHLY PAYMENT REPORT, any differences found in the amounts already overpaid or underpaid shall be offset in subsequent payments in favor of the winning PARTY.
- 9.4 In relation to the other activities carried out by the INDEPENDENT VERIFIER due to a provision in the CONTRACT or its ANNEXES, if any of the PARTIES disagrees with the position adopted by the INDEPENDENT VERIFIER, it may activate the dispute resolution mechanisms provided for in the CONCESSION CONTRACT.

10 FINAL PROVISIONS

- 10.1 In the ORDINARY REVIEW process, the PARTIES may revise, by mutual agreement, the guidelines set forth in this ANNEX.