

AGREEMENT No. [•]/[•]

**DRAFT CONCESSION AGREEMENT**

**INTERNATIONAL PUBLIC TENDER NOTICE No. 001/2026**

**STATE OF MINAS GERAIS**

**PROCESS No. 1260.01.0235354/2025-76  
INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026  
SCHOOL INFRASTRUCTURE PPP**

**INDEX**

<b>CHAPTER I – GENERAL PROVISIONS.....</b>	<b>7</b>
1. LEGAL BASIS .....	7
2. DEFINITIONS.....	8
3. INTERPRETATION OF THE AGREEMENT .....	9
4. ANEXOS .....	10
<b>CAPÍTULO II – SUBJECT MATTER, STRUCTURE AND CONDITIONS OF THE CONCESSION .....</b>	<b>11</b>
5. SUBJECT MATTER AND OBJECTIVES .....	11
6. TERM AND CONDITIONS OF EFFECTIVENESS.....	14
7. ESTIMATED VALUE OF THE AGREEMENT .....	17
8. CONCESSION PHASES .....	18
9. RENOVATION PHASE.....	18
10. RELOCATION SCENARIOS OF THE EDUCATIONAL UNITS.....	24
11. SITES.....	26
12. OPERATION PHASE .....	28
<b>CHAPTER III – OBLIGATIONS OF THE PARTIES .....</b>	<b>31</b>
13. OBLIGATIONS OF THE CONCESSIONAIRE .....	31
14. OBLIGATIONS OF THE GRANTING AUTHORITY .....	45

**PROCESS No. 1260.01.0235354/2025-76  
INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026  
SCHOOL INFRASTRUCTURE PPP**

15.	EDUCATIONAL COMMUNITY .....	51
16.	DATA MANAGEMENT .....	53
17.	LICENSES AND AUTHORIZATIONS .....	56
18.	INDEMNITIES .....	58
19.	TAXES .....	59
<b>CHAPTER IV – CONCESSIONAIRE’S REMUNERATION .....</b>		<b>60</b>
20.	MONTHLY AVAILABILITY PAYMENT .....	60
21.	ADJUSTMENT .....	66
22.	BONUS FOR EXCEPTIONAL PERFORMANCE .....	67
23.	ANCILLARY REVENUES .....	70
<b>CHAPTER V – CONCESSIONAIRE .....</b>		<b>73</b>
24.	STRUCTURE OF THE CONCESSIONAIRE .....	73
25.	CONTROL OF THE CONCESSIONAIRE .....	76
26.	TRANSFER AND MODIFICATION OF CONTROL OF THE CONCESSIONAIRE AND ASSIGNMENT .....	76
27.	SUB-CONCESSION .....	77
28.	OBLIGATIONS OF THE PARENT COMPANY AND OF THE MINORITY SHAREHOLDERS OF THE SPE .....	78
29.	SUBCONTRACTING .....	78
30.	INTELLECTUAL PROPERTY .....	80
<b>CHAPTER VI – CONTRACTUAL REVIEWS AND ECONOMIC AND FINANCIAL BALANCE ..</b>		<b>81</b>

**PROCESS No. 1260.01.0235354/2025-76  
INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026  
SCHOOL INFRASTRUCTURE PPP**

31.	ORDINARY REVIEWS .....	81
32.	EXTRAORDINARY REVIEWS .....	83
33.	CONTINGENT INVESTMENTS.....	84
34.	ECONOMIC AND FINANCIAL BALANCE AND RISK ALLOCATION .....	87
35.	PROCEDURES FOR THE RECOMPOSITION OF THE ECONOMIC AND FINANCIAL BALANCE.....	91
<b>CHAPTER VII - FINANCING.....</b>		<b>104</b>
36.	FINANCIAMENTO.....	104
37.	PUBLIC GUARANTEE .....	109
<b>CHAPTER VIII - SUPERVISION OF THE CONCESSION.....</b>		<b>112</b>
38.	SUPERVISION.....	112
39.	VERIFICATION OF THE COMPLETION OF RENOVATION WORKS.....	114
40.	PERFORMANCE GUARANTEE.....	115
41.	INSURANCE PLAN .....	117
42.	INDEPENDENT VERIFIER .....	121
43.	SANCTIONS AND PENALTIES.....	122
<b>CHAPTER IX – INTERVENTION IN THE CONCESSION .....</b>		<b>130</b>
44.	GRACE PERIOD .....	130
45.	INTERVENTION IN THE CONCESSION.....	130
<b>CHAPTER X – TERMINATION OF THE AGREEMENT .....</b>		<b>132</b>
46.	TERMINATION OF THE AGREEMENT .....	132

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

47.	GENERAL RULES ON INDEMNIFICATION.....	134
48.	EXPIRATION OF THE CONTRACTUAL TERM .....	138
49.	ENCAMPAMENT.....	139
50.	FORFEITURE .....	140
51.	TERMINATION BY THE CONCESSIONAIRE OR BY MUTUAL AGREEMENT .....	143
52.	ANNULMENT OF THE AGREEMENT.....	145
53.	BANKRUPTCY, JUDICIAL REORGANIZATION AND DISSOLUTION OF THE CONCESSIONAIRE .....	145
54.	REVERSIBLE ASSETS AND THEIR REVERSION UPON TERMINATION OF THE AGREEMENT.....	146
<b>CHAPTER XI – DISPUTE RESOLUTION.....</b>		<b>150</b>
55.	DISPUTE RESOLUTION.....	150
56.	DISPUTE RESOLUTION COMMITTEE.....	151
57.	ARBITRATION .....	154
<b>CHAPTER XII – FINAL PROVISIONS AND JURISDICTION.....</b>		<b>157</b>
58.	FINAL PROVISIONS AND JURISDICTION .....	157
59.	COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE PARTIES.....	158

PROCESS No. 1260.01.0235354/2025-76  
INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026  
SCHOOL INFRASTRUCTURE PPP

**PUBLIC PRIVATE PARTNERSHIP AGREEMENT, IN THE FORM OF AN ADMINISTRATIVE CONCESSION, ENTERED INTO BY AND BETWEEN THE STATE OF MINAS GERAIS, THROUGH THE STATE SECRETARIAT OF EDUCATION, AND [•], AS CONCESSIONAIRE.**

By and through this instrument, the undersigned PARTIES:

On the one hand,

- I. The STATE OF MINAS GERAIS, a legal entity governed by the international public law, acting through the State Secretariat of Education of Minas Gerais, with offices at the Minas Gerais Administrative City, Rodovia Papa João Paulo II, No. 3,777, Prédio Minas, 10<sup>th</sup> and 11<sup>th</sup> floors, Serra Verde District, Belo Horizonte, State of Minas Gerais, ZIP Code 31.630-903, enrolled with the National Registry of Legal Entities (“CNPJ”) under No. 18.715.599/0001-05, herein represented by its Secretary, Mr./Ms. [•] (hereinafter referred to simply as the GRANTING AUTHORITY); and

On the other hand,

- II. [CONCESSIONAIRE], a special purpose entity corporation incorporated in the form of a joint-stock company, duly organized and existing under the laws of the Federative Republic of Brazil, enrolled with the CNPJ under No. [•], with registered offices at [•], herein duly represented by its [•], Mr./Ms. [•] (hereinafter referred to simply as the CONCESSIONAIRE);

Whereas:

1. the GRANTING AUTHORITY conducted a TENDER, in the form of an INTERNATIONAL PUBLIC TENDER, pursuant to INTERNATIONAL PUBLIC TENDER NOTICE No. 001/2026;
2. the AWARDEE was declared the winning tenderer of the (GLOBAL LOT or SUBLOT) of the TENDER;
3. the AWARDEE demonstrated, as a condition precedent to the execution of this AGREEMENT, compliance with the conditions of for the execution of the AGREEMENT set forth in item 20 of the TENDER NOTICE;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

4. the TENDER was duly homologated by the competent authority, and the AWARDEE incorporated the CONCESSIONAIRE in the form of a SPECIAL PURPOSE ENTITY, in accordance with applicable laws and regulations;

Now, therefore, the PARTIES, by mutual agreement, resolve to enter into this AGREEMENT, which shall be governed by the following terms and conditions:

## **CHAPTER I – GENERAL PROVISIONS**

### **1. LEGAL BASIS**

**1.1.** This AGREEMENT shall be governed by all APPLICABLE LAW relevant thereto, which is hereby deemed to be an integral part hereof, in particular: (i) the Constitution of the Federative Republic of Brazil of 1988; (ii) the Constitution of the State of Minas Gerais of 1989; (iii) Federal Law No. 8,987/1995; (iv) Federal Law No. 11,079/2004; (v) State Decree No. 48,670/2023; (vi) State Law No. 13,994/2001; (vii) State Decree No. 47,524/2018; (viii) State Decree No. 47,766/2019; (ix) State Law No. 22,606/2017; and, on a supplementary basis, Federal Law No. 14,133/2021, State Law No. 14,184/2002 and State Decree No. 48,587/2023, as well as the principles and rules of Public Law.

**1.1.1.** The CONCESSIONAIRE hereby represents that it is fully aware of all rules and regulations referred to in subclause 1.1 and agreed to be bound by their provisions, including the penalty regime set forth therein and all other rules contained therein, even if not expressly reproduced in this AGREEMENT or in its EXHIBITS.

**1.2.** This AGREEMENT shall be governed by its own provisions, by the rules of the TENDER NOTICE, and by the principles of Public Law. On a supplementary basis, the principles of the general theory of contracts and the provisions of private law shall apply.

**1.3.** The legal regime governing this AGREEMENT confers upon the GRANTING AUTHORITY the prerogative to:

- a.** Regulate the delegated SERVICES and permanently supervise their provision, as well as the execution of the works comprising the subject matter of the CONCESSION;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- b.** Impose regulatory and contractual penalties arising from the partial or total non-performance of this AGREEMENT, in compliance with the principles of due process, adversarial procedure, proportionality, and reasonableness;
- c.** Intervene in the execution of the works and in the provision of the SERVICES, in the cases and under the conditions provided for by law, regulations, and this AGREEMENT;
- d.** Intervene in the CONCESSION and terminate this AGREEMENT, if necessary, in the manner provided for by law and by this AGREEMENT;
- e.** Unilaterally amend this AGREEMENT, in order to better align it with the public interest objectives, pursuant to the terms set forth herein and in the applicable legislation and regulations, while safeguarding the rights of the CONCESSIONAIRE and ensuring the preservation of the economic and financial balance of this AGREEMENT;
- f.** Declare, for public utility purposes, the assets necessary for the performance of the SERVICES or the execution of the works, and, if necessary, directly carry out expropriations, subject to subclauses 11.3 and 11.4; and
- g.** Declare the necessity or public utility, for the purposes of establishing administrative easements, of the assets necessary for the performance of the SERVICES or the execution of the works, and to implement such easements directly or indirectly.

## **2. DEFINITIONS**

- 2.1.** For the purposes of this AGREEMENT and its EXHIBITS, unless expressly provided otherwise, the terms and expressions written in capital letters, whether in the singular or plural form, shall be understood and interpreted in accordance with the meanings ascribed to them in EXHIBIT I – GLOSSARY of the TENDER NOTICE, without affecting to other definitions set forth in this AGREEMENT, except where the context otherwise requires.
- 2.2.** The defined terms and expressions shall retain their meanings regardless of whether they are used in the singular or plural form, or in the masculine or feminine gender, as applicable.

PROCESS No. 1260.01.0235354/2025-76  
INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026  
SCHOOL INFRASTRUCTURE PPP

### 3. INTERPRETATION OF THE AGREEMENT

3.1. In the event of any inconsistency or conflict among the provisions of the APPLICABLE LAW, the TENDER NOTICE, this AGREEMENT, and its EXHIBIT, the following order of precedence shall apply:

- a. First, the statutory and legal provisions;
- b. Second, the provisions of the TENDER NOTICE;
- c. Third, the provisions of this AGREEMENT; and
- d. Fourth, the provisions of the EXHIBITS to this AGREEMENT.

3.1.1. In the event of any inconsistency among the EXHIBITS, those issued by the GRANTING AUTHORITY shall prevail.

3.1.1.1. In the event of any inconsistency among the EXHIBITS issued by the GRANTING AUTHORITY, the most recent one, by date of issuance, shall prevail.

3.2. Any matters not expressly provided for herein shall be decided by the GRANTING AUTHORITY, in accordance with the provisions of Federal Law No. 11,079/2004 and other applicable regulations.

3.3. The interpretation of this AGREEMENT shall take into account the allocation of risks, in particular the provision of clause **Erro! Fonte de referência não encontrada.**, the systematic context of its clauses, and the principle of objective good faith, so that the PARTIES shall at all times be guided by the spirit of partnership and transparency in seeking efficient solutions that prioritize the regulatory, continuity, adequacy, safety, and courtesy of the SERVICES.

3.4. References to clauses, subclauses, and EXHIBITS, unless expressly provided otherwise, shall be deemed to refer to the clauses, subclauses, and EXHIBITS of this AGREEMENT.

3.5. The headings of the clauses and subclauses are inserted for convenience only and shall not be taken into account for purposes of interpreting the provisions contained therein.

3.6. References to this AGREEMENT or to any other document shall include any amendments

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

and/or addenda that may be executed between the PARTIES.

- 3.7.** All references to legislation and regulatory acts in general shall be construed as references to the laws and regulations in force at the time of the relevant facts, as amended from time to time.
- 3.8.** All deadlines set forth in this AGREEMENT shall be calculated on a calendar-day basis, unless the use of business days is expressly indicated. Where a deadline falls on a weekend, public holiday, or on a day on which there is no regular business at the STATE SECRETARIAT OF EDUCATION, such deadline shall be automatically extended to the first subsequent business day.
- 3.9.** Deadlines calculated in months or years, unless otherwise expressly provided in this AGREEMENT or its EXHIBITS, shall be calculated from month to month or from year to year, as applicable, and shall expire on the corresponding calendar day of the final month or year, or on the immediately following business day if there is no corresponding day or if such day falls on a weekend, public holiday, or optional holiday on which there is no regular business or on which business hours are shortened, in accordance with Article 132, paragraph 3, of the Brazilian Civil Code of 2002.
- 3.10.** All references to time shall refer to the official time in Brasília.
- 3.11.** As referências aos horários se referem ao horário oficial de Brasília.

#### **4. ANEXOS**

- 4.1.** The following documents constitute the EXHIBITS and APPENDICES to this AGREEMENT, and form an integral part hereof for all purposes, irrespective of their transcription:

<b>Exhibit A</b>	Schedule of Responsibilities for Works
<b>Appendix I</b>	Conceptual Design by Typology
<b>Appendix II</b>	Reference Macro Implementation Schedule
<b>Appendix III</b>	Investment Schedule
<b>Appendix IV</b>	Flowchart of the Phases and Stages of the Concession
<b>Appendix V</b>	Mapping of Educational Units for Contingent Investments

**PROCESS No. 1260.01.0235354/2025-76  
INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026  
SCHOOL INFRASTRUCTURE PPP**

<b>Exhibit B</b>	Services Specifications
<b>Exhibit C</b>	Furniture and Equipment Specifications
<b>Exhibit D</b>	List of Units and Descriptive Memorandum
<b>Appendix I</b>	Educational Unit Drawings
<b>Exhibit E</b>	Performance Indicators
<b>Appendix I</b>	Bonus for Expecional Performance
<b>Exhibit F</b>	Payment Mechanism
<b>Exhibit G</b>	Independent Verifier Guidelines
<b>Exhibit H</b>	Draft Account Management Agreement
<b>Exhibit I</b>	Penalties
<b>Exhibit J</b>	Risk Allocation Matrix
<b>Exhibit K</b>	Environmental and Works Licensing Guidelines
<b>Exhibit L</b>	Concessionaire's Constitutive Documents
<b>Exhibit M</b>	Concessionaire's Qualification Documents
<b>Exhibit N</b>	Economic Proposal
<b>Exhibit O</b>	Performance Guarantee
<b>Exhibit P</b>	Insurance Policies
<b>Exhibit Q</b>	Responses to Requests for Clarifications

**CAPÍTULO II – SUBJECT MATTER, STRUCTURE AND CONDITIONS OF THE CONCESSION**

**5. SUBJECT MATTER AND OBJECTIVIES**

**5.1.** The subject matter of this AGREEMENT is the administrative concession for the renovation, conservation, maintenance, management, and operation of non-pedagogical services of [95 (ninety-five) public EDUCATIONAL UNITS of the State of Minas Gerais; or 34 (thirty-four) EDUCATIONAL UNITS comprising SUBLOT 01, all located in the Northern Region of the State of Minas Gerais; or 61 (sixty-one) EDUCATIONAL UNITS comprising SUBLOT 02, all located in the Metropolitan Region of Belo Horizonte], as described in the TENDER NOTICE and in this AGREEMENT and their respective EXHIBITS, in accordance with applicable law.

**5.1.1.** The scope of this CONCESSION shall not include the provision of the following activities and services within the EDUCATIONAL UNITS, which shall remain under the responsibility of the GRANTING AUTHORITY or other competent bodies and/or entities, as applicable:

**5.1.1.1.** PEDAGOGICAL SERVICES, including the provision of classes and pedagogical activities, the hiring and management of teaching staff, and the acquisition of school

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

materials;

- 5.1.1.2.** Services, workshops, courses, and projects carried out within the EDUCATIONAL UNITS under the responsibility of other public bodies and/or entities of the State of Minas Gerais, when applicable;
  - 5.1.1.3.** Cultural and sports activities offered within the EDUCATIONAL UNITS and provided by individuals or entities that may enter into agreements, cooperation instruments, or other forms of partnership with the State for such purposes;
  - 5.1.1.4.** Pedagogical coordination and disciplinary supervision of the students of the EDUCATIONAL UNITS;
  - 5.1.1.5.** The acquisition and distribution of food supplies and the provision of labor and inputs for the preparation of meals for students of the EDUCATIONAL UNITS;
  - 5.1.1.6.** The acquisition and maintenance of Information and Communication Technology (“TIC”) platforms for pedagogical purposes to be used in the EDUCATIONAL UNITS;
  - 5.1.1.7.** The provision of school transportation for students;
  - 5.1.1.8.** Services related to the disposal of unusable assets of the CONCESSION, understood as the assets included in the INVENTORY OF PRE-EXISTING FURNITURE AND EQUIPMENT and those assets employed in the performance of the subject matter of this AGREEMENT that are no longer useful for such purposes; and
  - 5.1.1.9.** The provision of any support services to students of the EDUCATIONAL UNITS who are unable to independently and autonomously perform activities related to feeding, personal, intimate, and oral hygiene, mobility within different environments, and self-care in the school routine, in accordance with the specific conditions of each student.
- 5.2.** The CONCESSIONAIRE shall be responsible for carrying out the renovation works at the EDUCATIONAL UNITS and for providing the SERVICES necessary for the full operation of the EUs, as set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT B – SERVICES SPECIFICATIONS, in the areas identified in EXHIBIT D – LIST OF

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

UNITS AND DESCRIPTIVE MEMORANDUM, in order to enable the GRANTING AUTHORITY to provide PEDAGOGICAL SERVICES to the EDUCATIONAL COMMUNITY.

**5.2.1.** The SERVICES and renovation works shall be carried out in strict, faithful, and full compliance with all technical and regulatory requirements and standards, as well as with all items, elements, and general and special conditions set forth in the TENDER NOTICE, this AGREEMENT, and their EXHIBITS, in accordance with applicable law.

**5.2.2.** Subject to the other provisions of this AGREEMENT, the CONCESSIONAIRE shall be responsible for acquiring and making available the inputs necessary for the performance of the SERVICES that constitute the subject matter hereof.

**5.3.** The PEDAGOGICAL SERVICES to be provided within the EUs do not form part of the subject matter of this AGREEMENT and shall therefore remain under the exclusive responsibility and provision of the GRANTING AUTHORITY.

**5.4.** The objectives of this CONCESSION are to:

- a.** promote the execution of the renovation works at the EDUCATIONAL UNITS identified in EXHIBIT D – LIST OF UNITS AND DESCRIPTIVE MEMORANDUM and the provision of the SERVICES, in accordance with the provisions and schedules set forth in this AGREEMENT and its EXHIBITS, and with the principles of transparency, regularity, continuity, efficiency, safety, comfort, currency, universality, courtesy, environmental protection, protection of architectural and landscape heritage, and respect for members of the EDUCATIONAL COMMUNITY and for citizens; and
- b.** achieve objective levels of adequacy of the SERVICES, as established in the TENDER NOTICE, this AGREEMENT, and its EXHIBITS, in particular through the measurement performed by the PERFORMANCE INDICATORS, pursuant to EXHIBIT E – PERFORMANCE INDICATORS.

**5.5.** On the AGREEMENT SIGNING DATE, the CONCESSIONAIRE represents and warrants that:

**5.5.1.** It meets, and shall continue to meet throughout the CONCESSION, directly or through

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

its PARENT COMPANY, as applicable, the requirements of TECHNICAL QUALIFICATION, financial soundness, and legal, tax, and regulatory compliance set forth in the TENDER NOTICE, and is solvent as of the execution of this AGREEMENT;

**5.5.2.** It is a SPECIAL PURPOSE ENTITY, incorporated for the sole purpose of implementing and operating this CONCESSION in accordance with the APPLICABLE LAW, and has not conducted, nor is conducting, any other activities, whether prior or current, nor is it a party to any judicial proceeding initiated by it or to which it has been summoned; and

**5.5.3.** It holds all corporate authorizations required for the execution of this AGREEMENT, and such execution does not violate the APPLICABLE LAW, nor any provision or clause of any agreement, contract, or arrangement to which the CONCESSIONAIRE is a party.

## **6. TERM AND CONDITIONS OF EFFECTIVENESS**

**6.1.** The CONCESSION TERM shall be 25 (twenty-five) years, counted from the EFFECTIVENESS DATE of this AGREEMENT, following the fulfillment of the CONDITIONS OF EFFECTIVENESS and the publication of the ORDER TO COMMENCE THE AGREEMENT in the DOEMG.

**6.2.** The CONCESSION TERM may be extended, at the discretion of the PARTIES, provided that such extension is required for purposes of restoring the economic and financial balance or in cases of duly justified public interest, subject to evidence that the contractual extension is advantageous when compared to alternative options, and observing the maximum limit of 35 (thirty-five) years, pursuant to Article 5, item I, of Federal Law No. 11,079/2004.

**6.2.1.** Any extension grounded on duly justified public interest shall be requested by the GRANTING AUTHORITY by means of a formal notice delivered at least 2 (two) years prior to the expiration of the original term of this AGREEMENT, and shall be subject to the following conditions:

**6.2.1.1.** Evidence of the proper provision of the SERVICES by the CONCESSIONAIRE, which shall require the cumulative satisfaction of the following conditions: (i) the absence of any intervention procedure; (ii) the absence of any forfeiture proceeding in progress; and (iii) satisfactory compliance with the PERFORMANCE INDICATORS, in accordance with this AGREEMENT and its EXHIBITS.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**6.3.** The following shall constitute CONDITIONS OF EFFECTIVENESS for the issuance of the ORDER TO COMMENCE THE AGREEMENT, which shall be fulfilled within a maximum deadline of 60 (sixty) days counted from the AGREEMENT SIGNING DATE:

**6.3.1.** By the CONCESSIONAIRE:

**6.3.1.1.** Execution of the ACCOUNT MANAGEMENT AGREEMENT with the FIDUCIARY AGENT, in compliance with the guidelines set forth in EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT;

**6.3.1.2.** Establishment of the INSTITUTIONAL GOVERNANCE COMMITTEE, as provided for in EXHIBIT B – SERVICES SPECIFICATIONS;

**6.3.1.3.** Engagement of the INDEPENDENT VERIFIER, pursuant to EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES;

**6.3.1.4.** Submission of the insurance plan, in compliance with the provisions of the 1<sup>st</sup> clause of this AGREEMENT;

**6.3.1.5.** Submission of the MACRO IMPLEMENTATION SCHEDULE, which may, in whole or in part, be based on the Reference Macro Implementation Schedule set forth in APPENDIX II to EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, and which shall cover all EDUCATIONAL UNITS listed in EXHIBIT D – LIST OF UNITS AND DESCRIPTIVE MEMORANDUM, indicating, in particular, the order of execution and any grouping of EUs into WORKS STAGES, for review and approval by the GRANTING AUTHORITY, in accordance with the requirements and procedures set forth in this AGREEMENT and EXHIBIT A, including the maximum deadline for completion of the RENOVATION PHASE and the minimum number of EUs to be delivered in each period.

**6.3.1.5.1.** When submitting the MACRO IMPLEMENTATION SCHEDULE, the CONCESSIONAIRE shall ensure that the ASSIGNED EDUCATIONAL UNITS are included in the last group of EDUCATIONAL UNITS to be renovated.

**6.3.1.5.2.** Should the CONCESSIONAIRE require on-site inspections of EDUCATIONAL UNITS for purposes of preparing the MACRO

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

IMPLEMENTATION SCHEDULE, it shall notify the GRANTING AUTHORITY, at least 3 (three) business days prior to the scheduled inspection date of each EU, of the name and full identification of the employees responsible for carrying out such inspections.

**6.3.1.5.3.** The PARTIES shall agree on a deadline to enable the inspections of all EDUCATIONAL UNITS requested by the CONCESSIONAIRE, provided that such deadline shall not exceed 60 (sixty) days.

**6.3.2.** By the GRANTING AUTHORITY:

**6.3.2.1.** Publication of the extract of this AGREEMENT on the National Public Procurement Portal (PNCP);

**6.3.2.2.** Appointment of the members of the INSTITUTIONAL GOVERNANCE COMMITTEE, as provided for in EXHIBIT B – SERVICES SPECIFICATIONS;

**6.3.2.3.** Designation of the EDUCATIONAL UNIT MANAGER for each EU;

**6.3.2.4.** Submission of the INVENTORY OF PRE-EXISTING FURNITURE AND EQUIPMENT of the EUs;

**6.3.2.5.** Constitution of the MINIMUM BALANCE of the ESCROW ACCOUNT, through the deposit of state budget resources in an amount equivalent to 3 (three) MAXIMUM MONTHLY AVAILABILITY PAYMENTS;

**6.3.2.6.** Acceptance of the MACRO IMPLEMENTATION SCHEDULE within a maximum deadline of 10 (ten) business days, counted from the date of filing thereof.

**6.3.2.6.1.** Should the GRANTING AUTHORITY identify any inconsistencies in the MACRO IMPLEMENTATION SCHEDULE, the CONCESSIONAIRE shall have a deadline of 15 (fifteen) days to implement the required corrections, counted from the formal notice issued by the GRANTING AUTHORITY.

**6.3.2.6.2.** The GRANTING AUTHORITY shall have 10 (ten) business days to carry out a new review of the MACRO IMPLEMENTATION SCHEDULE following the corrections made by the CONCESSIONAIRE.

**PROCESS No. 1260.01.0235354/2025-76  
INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026  
SCHOOL INFRASTRUCTURE PPP**

- 6.4.** Following the issuance of the ORDER TO COMMENCE THE AGREEMENT, the GRANTING AUTHORITY shall publish the corresponding notice in the DOEMG.
- 6.5.** The EFFECTIVENESS DATE of this AGREEMENT, from which the CONCESSION TERM shall be counted, shall correspond to the date of publication of the ORDER TO COMMENCE THE AGREEMENT in the DOEMG.
- 6.6.** Should the conditions set forth in subclause 6.3 not be fully satisfied by the PARTIES within the deadline established for the implementation of the CONDITIONS OF EFFECTIVENESS, such deadline may be extended in the manner mutually agreed upon by the PARTIES.

**7. ESTIMATED VALUE OF THE AGREEMENT**

- 7.1.** The ESTIMATED VALUE OF THE AGREEMENT, as of the BASE DATE, corresponds to the net present value of the aggregate amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENTS to be received by the CONCESSIONAIRE over the term established for the ADMINISTRATIVE CONCESSION, as follows:

SUBLOT 01	BRL 974,390,913.13 (nine hundred seventy-four million, three hundred ninety thousand, nine hundred thirteen reais and thirteen centavos);
SUBLOT 02	BRL 1,613, 584,377.95 (one billion, six hundred thirteen million, five hundred eighty-four thousand, three hundred seventy-seven reais and ninety-five centavos); e
GLOBAL LOT	BRL 2,390,962,084.92 (two billion, three hundred ninety million, nine hundred sixty-two thousand, eighty-four reais and ninety-two centavos).

- 7.2.** The ESTIMATED VALUE OF THE AGREEMENT is provided for reference purposes only and shall not give rise to any responsibility on the part of the GRANTING AUTHORITY to ensure or maintain the estimated profitability reflected in the underlying projections. The ESTIMATED VALUE OF THE AGREEMENT may not be relied upon by the CONCESSIONAIRE for any purpose whatsoever, nor shall it be used by either of the PARTIES as a basis for the restoration of the economic and financial balance of this AGREEMENT, or for any other purpose that would imply its use as a parameter for indemnification, reimbursement, or similar claims.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

## **8. CONCESSION PHASES**

**8.1.** This CONCESSION shall be implemented in 2 (two) phases:

- a.** the RENOVATION PHASE, during which the renovation works of the EDUCATIONAL UNITS shall be carried out, in accordance with the provisions set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and the other EXHIBITS to this AGREEMENT; and
- b.** the OPERATION PHASE, during which the SERVICES shall be provided at the EDUCATIONAL UNITS, in accordance with the provisions set forth in EXHIBIT B – SERVICES SPECIFICATIONS and the other EXHIBITS to this AGREEMENT.

**8.2.** The RENOVATION PHASE shall commence upon the issuance, by the GRANTING AUTHORITY, of the first ORDER TO COMMENCE THE EDUCATIONAL UNIT, and shall have a maximum duration as provided for in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.

**8.3.** The OPERATION PHASE shall commence upon the issuance, by the GRANTING AUTHORITY, of the first NOTICE TO PROCEED in respect of an EDUCATIONAL UNIT, and shall run concurrently with the RENOVATION PHASE of the remaining EUs until the issuance of the NOTICE TO PROCEED in respect of the last EDUCATIONAL UNIT, and shall terminate upon the expiration of the CONCESSION TERM.

**8.4.** For purposes of ensuring the proper understanding of the phases and stages of the CONCESSION and their respective workflows, EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS includes APPENDIX IV – FLOWCHART OF THE PHASES AND STAGES OF THE CONCESSION, which graphically and illustratively presents the workflows and stages corresponding to each phase, as well as the respective obligations allocated to each of the PARTIES, without damage to the provisions set forth in the other clauses and EXHIBITS of this AGREEMENT.

## **9. RENOVATION PHASE**

**9.1.** The CONCESSIONAIRE shall be responsible for carrying out the renovation works, as provided for in this AGREEMENT and its EXHIBITS.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 9.2.** The RENOVATION PHASE shall comprise the PRE-WORKS STAGE and the WORKS STAGE, which shall be carried out in accordance with the RELOCATION SCENARIOS assigned to the EDUCATIONAL UNITS, as set forth in EXHIBIT D – LIST OF UNITS AND DESCRIPTIVE MEMORANDUM, as further detailed in clause 10 and in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, observing the flowchart illustrated in APPENDIX IV – FLOWCHART OF THE PHASES AND STAGES OF THE CONCESSION thereto.
- 9.3.** During the PRE-WORKS STAGE, as detailed in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, the CONCESSIONAIRE shall prepare and submit the Basic Designs and the Detailed Designs for approval by the GRANTING AUTHORITY, as well as the Relocation Plan, and shall, in all such documents, comply with the standards, guidelines, and other mandatory elements, within the deadlines and under the conditions set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS.
- 9.3.1.** Should the CONCESSIONAIRE elect to adopt or modify optional elements or propose alternative technologies, methods, or processes, it shall comply with the deadlines and conditions set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS.
- 9.3.2.** The CONCESSIONAIRE shall strictly observe, in particular, the deadlines established in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS for the completion of the renovation works and for making the SERVICES available to the GRANTING AUTHORITY, under penalty of application of the applicable sanctions.
- 9.3.3.** The GRANTING AUTHORITY, with the assistance of the INDEPENDENT VERIFIER, may request revisions and/or corrections to the documents whenever errors and/or inadequacies are identified.
- 9.3.4.** The CONCESSIONAIRE shall implement the adjustments requested by the GRANTING AUTHORITY within the deadlines set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.
- 9.3.5.** Upon receipt of the revised documents, the GRANTING AUTHORITY, with the assistance of the INDEPENDENT VERIFIER, shall assess and expressly determine

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

whether to approve the designs within the deadlines set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.

- 9.4.** The CONCESSIONAIRE shall bear full responsibility for all risks related to the preparation, content, and implementation of the engineering and architectural designs of the EDUCATIONAL UNITS. The designs presented in APPENDIX I – CONCEPTUAL DESIGN BY TYPOLOGY to EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS shall be deemed merely referential, except for those elements expressly designated as mandatory.
- 9.5.** During the PRE-WORKS STAGE, as detailed in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, and solely with respect to EDUCATIONAL UNITS classified under the INTERNAL RELOCATION SCENARIO, the CONCESSIONAIRE and the GRANTING AUTHORITY shall jointly carry out the ASSISTED OPERATION PERIOD, aimed at implementing the measures necessary to effect the transfer of the SERVICES to the CONCESSIONAIRE, which shall commence within 5 (five) business days following the issuance of the ORDER TO COMMENCE THE EDUCATIONAL UNIT, for the duration provided for in the PROJECT IMPLEMENTATION SCHEDULE, with the effective period to be defined by mutual agreement between the PARTIES during the execution of the works.
- 9.5.1.** The obligations relating to the ASSISTED OPERATION PERIOD are set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.
- 9.5.2.** During the ASSISTED OPERATION PERIOD, the SERVICES forming the subject matter of this AGREEMENT shall remain exclusively operated under the responsibility of the GRANTING AUTHORITY, and the CONCESSIONAIRE shall be limited to monitoring such operation.
- 9.5.2.1.** In order not to affect the management of the CONCESSIONAIRE, the GRANTING AUTHORITY undertakes, as from the AGREEMENT SIGNING DATE, not to perform any act that may create or modify rights or obligations extending beyond the ASSISTED OPERATION PERIOD without the prior and express approval of the CONCESSIONAIRE.
- 9.6.** During the PRE-WORKS STAGE, the CONCESSIONAIRE and the GRANTING AUTHORITY shall jointly carry out inspections of the assets comprising the existing

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

EDUCATIONAL UNITS, in light of the INVENTORY OF PRE-EXISTING FURNITURE AND EQUIPMENT, under the conditions described in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.

- 9.7.** The renovation works at the EDUCATIONAL UNITS shall be carried out in accordance with the guidelines and specifications set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS, and any failure to comply therewith shall subject the CONCESSIONAIRE to the penalties provided for in this AGREEMENT and in EXHIBIT I – PENALTIES.
- 9.8.** The CONCESSIONAIRE shall bear all costs related to the INVESTMENTS required for the renovation works and shall carry them out at its sole cost and risk, in compliance with the specifications set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS, as well as with the standards of the Brazilian Technical Standards Association (ABNT) and other applicable technical standards.
- 9.9.** The CONCESSIONAIRE shall be responsible for the quality of the materials used, in accordance with the specifications set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS, and with the standards of ABNT (“Associação Brasileira de Normas Técnicas”) and other applicable technical standards.
- 9.10.** The supervision of the renovation works shall be carried out by the GRANTING AUTHORITY, with the assistance of the INDEPENDENT VERIFIER, in accordance with EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES, and the GRANTING AUTHORITY shall be ensured all prerogatives provided for in the APPLICABLE LAW and in this AGREEMENT, as well as the right to conduct audits or verifications under the terms set forth herein and in the EXHIBITS.
- 9.11.** The renovation works under the CONCESSION shall be completed in accordance with the provisions of EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, the MACRO IMPLEMENTATION SCHEDULE, and the WORKS IMPLEMENTATION PLAN, duly approved by the GRANTING AUTHORITY, including all pre-construction measures and those related to obtaining licenses and authorizations.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 9.11.1.** The approval of the MACRO IMPLEMENTATION SCHEDULE and the WORKS IMPLEMENTATION PLAN shall bind the actions of the CONCESSIONAIRE, which shall:
- 9.11.1.1.** comply with the milestones indicated therein, as well as those set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS; and
  - 9.11.1.2.** be responsible for any delays, failures, and/or errors, without damage to the risks and events allocated to the GRANTING AUTHORITY.
- 9.11.2.** The CONCESSIONAIRE shall notify the GRANTING AUTHORITY upon completion of the renovation works of each EDUCATIONAL UNIT.
- 9.11.3.** Upon completion of the renovation works of a given EDUCATIONAL UNIT, the CONCESSIONAIRE shall request and obtain all authorizations, licenses, and permits required for full operation and provision of the SERVICES, as applicable.
- 9.11.4.** Prior to the commencement of renovation works at the ASSIGNED EDUCATIONAL UNITS, the GRANTING AUTHORITY shall provide the Deeds of Assignment of the properties in which such units are located, executed with the Municipalities that own them, observing the provisions of subclause 6.3.1.5.1.
- 9.11.4.1.** If no Deed of Assignment has been executed at the time the renovation works of a given ASSIGNED EDUCATIONAL UNIT are to commence, the GRANTING AUTHORITY and the CONCESSIONAIRE may agree on: (i) the exclusion of such ASSIGNED EDUCATIONAL UNIT from the scope of the CONCESSION, without damage to the right to restoration of the economic and financial balance, to be addressed by means of an EXTRAORDINARY REVIEW; or (ii) the continuation by the CONCESSIONAIRE of the renovation works of such ASSIGNED EDUCATIONAL UNIT, with the GRANTING AUTHORITY remaining responsible for any delay or loss related to the regular maintenance of possession of the respective property in relation to the owning Municipality, as set forth in subclause 11.7.
- 9.12.** Failure to comply with the maximum deadlines for delivery of the EUs provided for in this AGREEMENT, in the MACRO IMPLEMENTATION SCHEDULE, and in the WORKS IMPLEMENTATION PLAN submitted by the CONCESSIONAIRE and approved by the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

GRANTING AUTHORITY, or otherwise mutually agreed by the PARTIES, shall be penalized in accordance with EXHIBIT I – PENALTIES, without damage to the other applicable provisions, except for delays attributable to the GRANTING AUTHORITY, as provided for herein.

**9.13.** The CONCESSIONAIRE may, at any time, request from the GRANTING AUTHORITY the early completion of the renovation works and delivery of a given EU in relation to the MACRO IMPLEMENTATION SCHEDULE or the WORKS IMPLEMENTATION PLAN, provided that: (i) such early completion is communicated to the GRANTING AUTHORITY at least 45 (forty-five) days in advance of the scheduled milestone; and (ii) the request is approved by the GRANTING AUTHORITY within 30 (thirty) days from submission.

**9.13.1.** Upon approval by the GRANTING AUTHORITY of the request for early completion and delivery of the renovation works of a given EU, the CONCESSIONAIRE shall become entitled to receive the portion of the MONTHLY AVAILABILITY PAYMENT corresponding to such EU, following the issuance by the GRANTING AUTHORITY of the respective NOTICE TO PROCEED.

**9.13.2.** No tacit approval shall apply to requests for early completion and the silence of the GRANTING AUTHORITY shall be deemed a denial of the request. The CONCESSIONAIRE may, however, resubmit the request, in which case the relevant deadline shall restart.

**9.14.** Within the deadlines and under the conditions described in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS, the CONCESSIONAIRE shall submit a REVERTIBLE ASSETS LISTING INSTRUMENT for each EDUCATIONAL UNIT that enters into operation, to be executed by the PARTIES with the intervening consent of the INDEPENDENT VERIFIER.

**9.15.** The CONCESSIONAIRE shall prepare the OPERATION PLAN and submit it to the INDEPENDENT VERIFIER for review and to the GRANTING AUTHORITY for review and approval, within the deadlines and under the conditions established in EXHIBIT B – SERVICES SPECIFICATIONS.

**9.15.1.** The OPERATION PLAN for the EDUCATIONAL UNITS shall be updated by the CONCESSIONAIRE in accordance with the guidelines set forth in EXHIBIT B –

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**SERVICES SPECIFICATIONS.**

**9.16.** Payment of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT to the CONCESSIONAIRE shall only commence upon the effective availability of the contractual subject matter, even if partial, following the issuance of the NOTICE TO PROCEED for each EDUCATIONAL UNIT.

**10. RELOCATION SCENARIOS OF THE EDUCATIONAL UNITS**

**10.1.** The renovation works at the EDUCATIONAL UNITS provided for in this AGREEMENT shall be carried out in accordance with the following classification of RELOCATION SCENARIOS, assigned to each group of EDUCATIONAL UNITS:

**10.1.1. INTERNAL RELOCATION SCENARIO:** for this group of EDUCATIONAL UNITS, the GRANTING AUTHORITY shall use the spaces already existing at the respective EDUCATIONAL UNIT to accommodate the students during the execution of the renovation works, and shall be responsible for approving the RELOCATION plans submitted by the CONCESSIONAIRE for each EDUCATIONAL UNIT;

**10.1.2. RELOCATION SCENARIO TO A SHARED TEMPORARY STRUCTURE:** for this group of EDUCATIONAL UNITS, the CONCESSIONAIRE shall provide for the installation and maintenance of a TEMPORARY STRUCTURE on the site of the EDUCATIONAL UNIT itself, which, once the renovation is completed, shall be dismantled and reassembled on the site of another EDUCATIONAL UNIT defined in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, thus being characterized as a shared structure, and the CONCESSIONAIRE shall bear the costs arising from its mobilization, maintenance and demobilization;

**10.1.3. RELOCATION SCENARIO TO A DEDICATED TEMPORARY STRUCTURE:** for this group of EDUCATIONAL UNITS, the CONCESSIONAIRE shall provide for the installation and maintenance of a TEMPORARY STRUCTURE on the site of the EDUCATIONAL UNIT itself, for the purpose of accommodating the students during the renovation period, which structure shall serve only such EDUCATIONAL UNIT, thus being characterized as a dedicated temporary structure; and

**10.1.4. RELOCATION SCENARIO TO A PARTIAL TEMPORARY STRUCTURE:** for this group

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

of EDUCATIONAL UNITS, the CONCESSIONAIRE shall provide for the installation and maintenance of a Partial TEMPORARY STRUCTURE on the site of the EDUCATIONAL UNIT itself, with limited capacity of 2 (two) to 4 (four) classrooms, and it may be necessary to include a sanitary module, for the purpose of accommodating the students during the course of the renovation works, it being certain that in such cases the CONCESSIONAIRE shall be responsible for the costs arising from the mobilization, maintenance and demobilization of such structure.

**10.2.** The allocation of the EDUCATIONAL UNITS into the groups corresponding to the RELOCATION SCENARIOS referred to in subclauses 10.1.1 to 10.1.4 is set forth in EXHIBIT D – LIST OF UNITS AND DESCRIPTIVE MEMORANDUM.

**10.2.1.** The allocation of the EDUCATIONAL UNITS to one of the RELOCATION SCENARIOS may be revised, on a case-by-case basis and upon technical justification, if supervening circumstances are identified that render unfeasible or inappropriate, from a technical, operational or economic and financial standpoint, the maintenance of the RELOCATION SCENARIO originally assigned to any of the EDUCATIONAL UNITS, so as to give rise to their reclassification and, if applicable, the application of the provisions relating to economic and financial rebalancing, within the terms and limits set forth in this AGREEMENT.

**10.3.** The detailed regulation of the CONCESSIONAIRE's obligations with respect to RELOCATION is set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.

**10.4.** The risks associated with the execution of the renovations and the relocation of students shall be mitigated, as applicable, by means of the insurance policies provided for in Clause **Erro! Fonte de referência não encontrada.** of this AGREEMENT, to the extent that such risks fall within the coverages regulated therein, whenever coverage is available in the insurance market, without giving rise to any requirement to contract specific or additional insurance, as well as by other measures that mitigate the impacts of their occurrence, such as the preparation of contingency plans, the conduct of information campaigns with the SCHOOL COMMUNITY, and the provision of support to affected students and staff, subject to the provisions of EXHIBIT J – RISK ALLOCATION MATRIX.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**10.5.** In order to harmonize the execution of the tasks inherent to RELOCATION, the PARTIES shall make use of the INSTITUTIONAL GOVERNANCE COMMITTEE, subject to the provisions of EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT B – SERVICES SPECIFICATIONS, including for the management of proposals for reclassification among the RELOCATION SCENARIOS and any related measures.

## **11. SITES**

**11.1.** All the areas of the SITES on which the EDUCATIONAL UNITS are located, when added together, correspond to the CONCESSION AREA.

**11.2.** The EDUCATIONAL UNITS are located on the SITES, whose polygon boundaries and estimated total area are indicated in EXHIBIT D – LIST OF UNITS AND DESCRIPTIVE MEMORANDUM.

**11.3.** The GRANTING AUTHORITY shall carry out all acts incumbent upon the Public Authority, such as the issuance of DUPs and other measures of an inherently public nature, necessary for the feasibility of any expropriations and resettlement measures that may be required for the execution of works for the construction of new EDUCATIONAL UNITS that may be requested by the GRANTING AUTHORITY as CONTINGENT INVESTMENTS within the scope of this CONCESSION, pursuant to Clause **Erro! Fonte de referência não encontrada.** of this AGREEMENT, under its responsibility, in compliance with the provisions of the APPLICABLE LAW, subject to the provisions of this AGREEMENT and its EXHIBITS.

**11.4.** Responsibility for the costs and executive acts related to any expropriations and resettlement measures necessary for the implementation of the new EDUCATIONAL UNITS eventually requested as CONTINGENT INVESTMENTS shall lie with the CONCESSIONAIRE, and the restoration of the economic and financial balance shall be ensured, when applicable, in accordance with the discipline of risk allocation defined in the Amendment Agreement to be executed for the performance of the CONTINGENT INVESTMENTS.

**11.4.1.** The CONCESSIONAIRE shall not be responsible for the effects arising from delays not related to its conduct in the carrying out of expropriations, easements, administrative limitations, or, further, in the subdivision and registration regularization of the properties.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 11.5.** The CONCESSIONAIRE shall maintain, throughout the term of the CONCESSION, the integrity of the CONCESSION AREA, including by adopting the measures necessary for its clearing if and when invaded by third parties, with the assistance of the police and the Judiciary, when and if applicable.
- 11.6.** It shall be incumbent upon the GRANTING AUTHORITY to carry out the land registry regularization of the SITES whose documentation evidencing ownership of the SCHOOL UNITS requires improvement, by submitting the relevant requests to the real estate registries, such as the opening of a property registration and the annotation of the school building, among others that may be applicable.
- 11.7.** It shall be incumbent upon the GRANTING AUTHORITY to guarantee to the CONCESSIONAIRE the peaceful and undisturbed possession of the properties corresponding to the ASSIGNED EDUCATIONAL UNITS, exclusively vis-à-vis the owner Municipalities, and it shall present the Assignment Instruments as provided for in subclause 9.11.4, and shall assume the risk of any event related to the maintenance of the respective possession vis-à-vis such Municipalities, subject to the provisions of subclause 11.5.
- 11.8.** It shall be incumbent upon the GRANTING AUTHORITY, if necessary, to obtain or regularize the operating authorization of the SCHOOL UNITS, under the competence of the State Secretariat of Education, in accordance with the provisions of CEE Resolution No. 496/2023, as well as any eventual obtaining of the Authorization for Location and Operation (ALF) before the Municipal Governments where the SCHOOL UNITS are located.
- 11.9.** It shall be incumbent upon the GRANTING AUTHORITY, if necessary, to obtain or regularize the Certificate of Completion of Construction (“Habite-se”) before the Municipal Governments where the EDUCATIONAL UNITS that do not yet have such certificate are located, and to arrange with the real estate registries for the annotation of the aforementioned certificate.
- 11.10.** It shall be incumbent upon the CONCESSIONAIRE, if necessary, to regularize the status of the SCHOOL UNITS before the Minas Gerais Fire Department, by obtaining the CERTIFICATE OF APPROVAL, in accordance with the requirements and procedures set forth in State Decree No. 47,998/2020.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

## **12. OPERATION PHASE**

**12.1.** The OPERATION of each EDUCATIONAL UNIT shall commence after the CONCESSIONAIRE has completed the renovation works, upon issuance of the PROVISIONAL ACCEPTANCE and within up to 15 (fifteen) calendar days after issuance of the corresponding NOTICE TO PROCEED, or as otherwise agreed between the PARTIES, subject to the provisions of EXHIBIT B – SERVICES SPECIFICATIONS, EXHIBIT E – PERFORMANCE INDICATORS, and EXHIBIT F – PAYMENT MECHANISM.

**12.1.1.** Until the issuance of the NOTICE TO PROCEED of the EU, the GRANTING AUTHORITY shall have terminated and/or adapted the contracts relating to the services that will be assumed by the CONCESSIONAIRE, with no prejudice whatsoever to the CONCESSIONAIRE, so as to ensure that no third party will be providing SERVICES at the respective SCHOOL UNIT upon commencement of its OPERATION.

**12.1.2.** Payment of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT to the CONCESSIONAIRE shall only commence after the effective availability of the contractual object, even if partial, upon issuance of the NOTICE TO PROCEED for each EDUCATIONAL UNIT.

**12.2.** The provision of the SERVICES shall comply with the applicable legislation, complementary standards, and the standards and procedures set forth in this AGREEMENT and its EXHIBITS and other documents forming part of this AGREEMENT, observing the targets and the PERFORMANCE INDICATORS established in this AGREEMENT and its EXHIBITS.

**12.3.** This CONCESSION presupposes the provision of adequate service, which shall be deemed to be that which satisfies the conditions of transparency, regularity, continuity, efficiency, safety, comfort, timeliness, generality, courtesy, protection of the environment and of the architectural and landscape heritage, respect for the members of the EDUCATIONAL COMMUNITY and for citizens, pursuant, in particular, in addition to the conditions established in EXHIBIT E – PERFORMANCE INDICATORS, in EXHIBIT B – SERVICES SPECIFICATIONS and in the other EXHIBITS to this AGREEMENT, as well as the legislation and regulations issued by the GRANTING AUTHORITY and other applicable rules.

**12.3.1.** Quality, efficiency and safety shall be assessed by the CONCESSIONAIRE's

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

compliance with the PERFORMANCE INDICATORS set forth in EXHIBIT E – PERFORMANCE INDICATORS.

- 12.3.1.1.** Exceptional performance by the CONCESSIONAIRE shall be encouraged and assessed based on the permanent alignment of the CONCESSION with the pedagogical objectives of the GRANTING AUTHORITY and on its positive impact on educational performance and student retention at the EDUCATIONAL UNITS, subject to the provisions of Clause 22 e and to the method for measuring the OUTCOME-BASED PERFORMANCE INDICATORS set forth in APPENDIX I – BONUS FOR EXCEPTIONAL PERFORMANCE of EXHIBIT E.
- 12.3.2.** Transparency shall be characterized by the timely and clear availability, to the supervision of the GRANTING AUTHORITY, of the EDUCATIONAL COMMUNITY and of the other competent authorities, of information relevant to contractual performance, in particular with respect to compliance with the obligations undertaken, operational records, performance ascertained in accordance with the PERFORMANCE INDICATORS, and events that may affect the regularity of the SERVICES, ensuring the traceability and integrity of the data provided.
- 12.3.3.** Protection of the environment and of the architectural and landscape heritage shall be characterized by the adoption of practices, procedures and technologies that prevent, minimize or compensate environmental impacts arising from the provision of the SERVICES, by the proper handling of waste, efficient use of natural resources and compliance with applicable environmental regulations, as well as by the preservation and conservation of the original architectural and landscape characteristics of the EDUCATIONAL UNITS, in accordance with applicable legislation and with the guidelines of the GRANTING AUTHORITY.
- 12.3.4.** Respect for the members of the EDUCATIONAL COMMUNITY shall be characterized by the conduct of all activities and interactions inherent to the provision of the SERVICES in a manner that ensures dignified, courteous and non-discriminatory treatment of students, teachers, staff, parents and visitors, preserving their physical and moral integrity, without damage to the regular flow of the pedagogical activities of the EDUCATIONAL UNITS.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**12.3.5.** Regularity and continuity shall be characterized by the uninterrupted provision of the SERVICES, in accordance with this AGREEMENT and the other applicable rules and regulations.

**12.3.5.1.** For purposes of full compliance with the objectives of regularity and continuity of the SERVICES indicated in Subclause 12.3.5, the CONCESSIONAIRE shall consider the effects of its decision-making on the school environment and on the PEDAGOGICAL SERVICES provided by the GRANTING AUTHORITY at the EDUCATIONAL UNITS, aligning itself with their needs and objectives.

**12.3.6.** TECHNOLOGICAL CURRENCY shall be characterized by the modernity of the equipment, facilities and techniques for the provision of the SERVICES, with the absorption of technological advances that accompany the evolution of technological development arising throughout the CONCESSION TERM that bring benefits to the members of the EDUCATIONAL COMMUNITY, subject to regulatory and contractual provisions.

**12.3.6.1.** Any change in technology at the initiative of the CONCESSIONAIRE shall not give rise to restoration of the economic and financial balance of the AGREEMENT.

**12.3.6.2.** The incorporation of non-essential technological innovation, so understood as any technology or equipment not provided for in EXHIBIT B – SERVICES SPECIFICATIONS and in EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS, by the CONCESSIONAIRE, when determined by the GRANTING AUTHORITY, shall give rise to restoration of the economic and financial balance of the AGREEMENT, subject to the methodology established in this AGREEMENT.

**12.3.6.3.** For purposes of establishing new parameters of TECHNOLOGICAL UPDATE for equipment and furniture in operation, the GRANTING AUTHORITY, including with the support of the INDEPENDENT VERIFIER, shall observe as a benchmark the investments made in the last 5 (five) years in schools of the public education system, provided that: (i) they are owned by the PUBLIC ADMINISTRATION, managed directly or through contracting or delegation; and (ii) they are located in the State of

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

Minas Gerais.

**12.3.6.4.** If, after the analysis provided for in the previous subclause, the GRANTING AUTHORITY identifies that in 25% (twenty-five percent) of the public education system schools assessed there are equipment and furniture that are technologically superior to those used in the EDUCATIONAL UNITS, the CONCESSIONAIRE shall carry out the TECHNOLOGICAL UPDATE, with no provision for economic and financial rebalancing of the AGREEMENT.

**12.3.7.** Generality shall be characterized by the non-discriminatory provision of the SERVICES to any and all members of the EDUCATIONAL COMMUNITY, pursuant to legislation and regulatory standards.

**12.3.8.** Courtesy shall be characterized by respectful and prompt service to all members of the EDUCATIONAL COMMUNITY, under the terms established in this AGREEMENT and in the EXHIBITS, always observing the exclusive provision of the PEDAGOGICAL SERVICES by the GRANTING AUTHORITY.

**12.3.9.** The CONCESSIONAIRE shall comply with the APPLICABLE LAW, including, but not limited to, the provisions of Federal Law No. 13,460/2017, which governs the rights of users of public services of the PUBLIC ADMINISTRATION, even though it is not responsible for the provision of the PEDAGOGICAL SERVICES, considering that the entire EDUCATIONAL COMMUNITY will make use of the EUs and the SERVICES that are the object of this AGREEMENT.

### **CHAPTER III – OBLIGATIONS OF THE PARTIES**

#### **13. OBLIGATIONS OF THE CONCESSIONAIRE**

**13.1.** The main obligations of the CONCESSIONAIRE, throughout the entire CONCESSION TERM, without damage to the other obligations expressly set forth in this AGREEMENT and its EXHIBITS and under the applicable legislation, are those indicated below, and any breach thereof may result in the application of the applicable penalties, in accordance with the rules established in this AGREEMENT and its EXHIBITS:

**13.1.1.** To carry out, by its own means or through subcontracting or other forms of

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

outsourcing or hiring permitted under the law, especially as provided for in Article 25 of Federal Law No. 8,987/1995, the renovation works of the infrastructure of the EDUCATIONAL UNITS provided for in the object of this AGREEMENT, assuming full responsibility for their execution, in the civil, administrative, labor and criminal spheres, observing the deadlines and quality requirements established in this AGREEMENT and its EXHIBITS and in the OPERATION PLAN;

- 13.1.2.** To provide the SERVICES in an adequate manner, in accordance with Subclause 12.3 and the PERFORMANCE INDICATORS defined in EXHIBIT E – PERFORMANCE INDICATORS, with continuity, regularity, adequacy, safety, technological currency and courtesy, throughout the entire CONCESSION TERM, fully complying with and enforcing this AGREEMENT and its EXHIBITS, with due care and diligence, in compliance with legal and regulatory provisions, as well as with the determinations of the GRANTING AUTHORITY;
- 13.1.3.** To redo, adjust or correct, directly or indirectly, at no cost whatsoever to the GRANTING AUTHORITY or to the provision of the SERVICES, any and all works or services under its responsibility that are performed improperly or in non-compliance with the quality standards established in this AGREEMENT and its EXHIBITS;
- 13.1.4.** To ensure the integrity of, and perform preventive and corrective maintenance on, the REVERSIBLE ASSETS, including those related to the CONCESSION AREA and its accesses, and to repair any and all damage caused within the CONCESSION AREA, as well as to any third-party assets, as a result of the exploitation of the object of the CONCESSION, and may request, in the event such damage is caused by fault or willful misconduct of the GRANTING AUTHORITY, or results from factors within its risk or responsibility, the economic-financial rebalancing of the AGREEMENT in view of the costs associated with such repair;
- 13.1.5.** To keep the CONCESSION AREA clean and orderly;
- 13.1.6.** To keep the CONCESSION AREA free, unobstructed and unencumbered, ensuring that there is no irregular occupation, including by calling upon police force and adopting judicial measures, if necessary;
- 13.1.7.** To maintain the TECHNOLOGICAL UPDATE of the SERVICES, equipment, systems,

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

infrastructures and utilities that are the object of the CONCESSION, throughout its entire term;

- 13.1.8.** To carry out, by its own means or through third-party contracting, the INVESTMENTS, assuming responsibility for compliance with the deadlines set forth in the OPERATION PLAN for the SERVICES, so as to fully observe the PERFORMANCE INDICATORS provided for in EXHIBIT E – PERFORMANCE INDICATORS, without damage to the other provisions of the AGREEMENT and the other EXHIBITS;
- 13.1.9.** To prepare all TECHNICAL DOCUMENTS, the DOCUMENTATION FOR LICENSING and other documents necessary to fulfill the object of this AGREEMENT, correcting them, when necessary, in accordance with the provisions of this AGREEMENT and its EXHIBITS;
- 13.1.10.** To prepare all BASIC DESIGN and DETAILED DESIGN, as defined in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, and to ensure their full and proper execution, including the definition of construction methods, specification of materials, equipment, systems and execution schedule, observing, as applicable, the relevant ABNT technical standards, or, in their absence, international standards and the applicable legislation;
- 13.1.11.** To make available, for the records of the GRANTING AUTHORITY, all projects, plans, drawings and other documents of any nature that are necessary for the performance of the object of the AGREEMENT, and that have been specifically acquired or created in the development of the activities that are the object of the CONCESSION;
- 13.1.12.** To be responsible for any errors, changes or omissions in the designs, including execution methodology and/or technology of the CONCESSIONAIRE, incorrect estimates of the amounts of the INVESTMENTS, as well as any occurrences in the execution of the INVESTMENTS, or for the fulfillment of any obligation arising from the execution of the INVESTMENTS, and the indication of no objection to the designs shall not be valid as an excluding or mitigating cause of any type of liability of the CONCESSIONAIRE, especially with respect to cost variations, deadlines, defects or supervening flaws;
- 13.1.13.** To be responsible for any delays in the implementation of the INVESTMENTS, in

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

relation to what is provided for in the WORKS IMPLEMENTATION PLAN approved by the GRANTING AUTHORITY, unless arising from a risk factor or responsibility of the GRANTING AUTHORITY, in accordance with the risk allocation provided for in this AGREEMENT;

- 13.1.14.** To implement the improvements necessary to maintain the quality levels required in the AGREEMENT and to ensure compliance with the PERFORMANCE INDICATORS, in accordance with the provisions of this AGREEMENT;
- 13.1.15.** To be liable, before the GRANTING AUTHORITY and third parties, for the quality and safety of the INVESTMENTS made, assuming full responsibility for them, as well as for their durability, with full operating and functional conditions, in view of the requirements established in the AGREEMENT;
- 13.1.16.** To have the material and human resources necessary for the proper provision of the SERVICES, in accordance with the responsibilities and duties set forth in this AGREEMENT and in EXHIBIT B – SERVICES SPECIFICATIONS;
- 13.1.17.** To raise, apply and manage the financial resources necessary to carry out the object of the AGREEMENT;
- 13.1.18.** To appoint and maintain technical managers in charge of the works, with powers to represent the CONCESSIONAIRE before the GRANTING AUTHORITY, indicating the forms of contact, as provided for in Subclause 13.3;
- 13.1.19.** To provide a workforce in sufficient quantity and with adequate qualifications for the proper execution of the SERVICES, duly trained and qualified to perform the activities under their responsibility and in accordance with their role, and there shall be no gaps in teams and services due to employee vacations or other absences provided for in the Brazilian Consolidation of Labor Laws (CLT);
- 13.1.20.** To keep its employees, as well as any employees of subcontractors, duly uniformed and identified;
- 13.1.21.** To comply with legal requirements relating to labor, social security, occupational safety and occupational medicine legislation with respect to its employees, assuming, as the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

sole employer, full responsibility for all social, labor and social security charges levied on the cost of labor employed in operation and maintenance activities, as well as other activities carried out as a result of the CONCESSION, in addition to legal requirements relating to insurance and work-related accidents;

- 13.1.22.** To ensure that its employees comply with the applicable Occupational Safety and Occupational Medicine Engineering standards, with a view to preventing work-related accidents;
- 13.1.23.** To periodically evaluate its personnel and verify whether the professional complies with the provisions of the Integrity Program and performs adequately for the role, identifying needs for training and qualification, guidance, or even the need for replacement of the professional;
- 13.1.24.** To maintain a team assigned to a fire brigade, duly trained and qualified to act in prevention, evacuation and initial firefighting situations, and to provide first aid within a pre-established area;
- 13.1.25.** To report in writing to the GRANTING AUTHORITY, as soon as possible, within no more than 24 (twenty-four) hours, the occurrence of any event that impacts the provision of the SERVICES or the execution of the works, that may impair or prevent the timely and punctual fulfillment of the obligations provided for in this AGREEMENT and/or that may constitute grounds for intervention, forfeiture or termination of the CONCESSION, including judicial actions and administrative proceedings, submitting a report on such facts and including, if applicable, contributions from specialized entities external to the CONCESSIONAIRE, with the measures taken or to be taken to overcome or remedy the situation;
- 13.1.26.** To cooperate with and support the development of monitoring and inspection activities of the GRANTING AUTHORITY and the INDEPENDENT VERIFIER, allowing access to equipment and facilities related to the CONCESSION, including accounting records, data and operational information, pursuant to this AGREEMENT and its EXHIBITS, with the confidentiality of the CONCESSIONAIRE's commercial information ensured;
- 13.1.27.** To provide the GRANTING AUTHORITY with any and all documents and information relevant to the CONCESSION, including subcontracting and agreements of any nature

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

entered into with third parties, granting broad and unrestricted access for inspection and audits;

- 13.1.28.** To make available, for access by the GRANTING AUTHORITY, all closed-source software eventually developed and related to the object of the CONCESSION;
- 13.1.29.** To prepare and keep updated the REVERSIBLE ASSETS INVENTORY throughout the entire CONCESSION TERM, as well as to keep its accounting books duly recorded and its files, documents and records organized, so as to enable inspection at any time by the inspection officers;
- 13.1.30.** To grant access by third parties to the CONCESSION AREA, in accordance with the applicable regulations;
- 13.1.31.** Not to enter into agreements with third parties whose object or execution is incompatible with the CONCESSION TERM, except for situations expressly provided for in this AGREEMENT;
- 13.1.32.** To execute the INVESTMENTS within the deadlines defined in the WORKS IMPLEMENTATION PLAN, observing the guidelines set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS;
- 13.1.33.** To keep the PERFORMANCE GUARANTEE in force throughout the entire CONCESSION TERM;
- 13.1.34.** To obtain, maintain and renew, in a timely and regular manner, all licenses, permits, authorizations and other requirements necessary to carry out the object of the CONCESSION, meeting the requirements imposed by the competent authorities, including those related to compliance with environmental legislation and protection of historical and cultural heritage, unless otherwise expressly provided for in this AGREEMENT.
- 13.1.35.** To keep in force, throughout the CONCESSION TERM, the operating authorization issued by the State Secretariat of Education, the Construction Completion Certificate (“Habite-se”) issued by the Municipal City Halls, if any, the CERTIFICATE OF APPROVAL (CA) issued by the Fire Department, as well as the Location Authorization

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

(ALF) issued by the Municipal City Halls, when applicable, in relation to all SCHOOL UNITS, observing the responsibilities related to obtaining and/or regularizing such documents described in Subclauses 11.7 to 11.10;

- 13.1.36.** To comply with the conditions, environmental and social programs and other requirements of the environmental licenses and/or authorizations, observing the provisions of this AGREEMENT, EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, and EXHIBIT K – ENVIRONMENTAL AND WORKS LICENSING GUIDELINES;
- 13.1.37.** o adopt the measures necessary to remedy any existing environmental liabilities, in accordance with the risk allocation matrix of this AGREEMENT and Item 2.13 of EXHIBIT K – ENVIRONMENTAL AND WORKS LICENSING GUIDELINES;
- 13.1.38.** To inform the GRANTING AUTHORITY, within no more than 72 (seventy-two) hours, if any licenses, permits, permissions or authorizations necessary for the full execution of the AGREEMENT are revoked, withdrawn, cancelled, invalidated or expire, or otherwise cease to produce effects, immediately indicating the measures that have been taken and/or will be taken to regularize the situation;
- 13.1.39.** To collect the taxes levied on its activities, as well as to comply with tax legislation, including with respect to the exploitation of activities that generate ANCILLARY REVENUES, seeking more efficient means in accordance with the mechanisms available under the law;
- 13.1.40.** To renew, prior to their respective expiration dates, as from the AGREEMENT SIGNING DATE, the documents evidencing regular standing with the INSS and the FGTS, as well as with the Federal, State and Municipal Tax Authorities, throughout the CONCESSION TERM, forwarding such documents to the GRANTING AUTHORITY;
- 13.1.41.** To maintain its accounting records and submit annually to the GRANTING AUTHORITY, within up to 06 (six) months after the end of each fiscal year, its financial statements duly audited by an independent auditor duly registered with the CVM, as provided for in Subclause 24.5;
- 13.1.42.** Not to infringe any patents, trademarks or copyrights of goods, SERVICES and

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

information provided as a result of the AGREEMENT;

- 13.1.43.** To maintain, throughout the entire CONCESSION TERM, the QUALIFICATION CONDITIONS required in the TENDER, necessary for the provision of the SERVICES, observing compatibility with the stage of contractual performance;
- 13.1.44.** To implement, within 06 (six) months counted from the AGREEMENT SIGNING DATE, an integrity program consisting of a set of internal mechanisms and procedures, with integrity rules, auditing and incentives for reporting irregularities, and the effective application of codes of ethics and conduct, as well as policies and guidelines aimed at detecting and remedying deviations, fraud and unlawful acts against the Public Administration;
- 13.1.45.** To inform the GRANTING AUTHORITY in writing, within 24 (twenty-four) hours, of any abnormal occurrence or accidents occurring in the CONCESSION AREA, regardless of immediate verbal communication, as well as to the other competent public authorities, as applicable, such as the Civil Police, Military Police, Fire Department, medical or toxicological emergency services, and other applicable bodies or entities;
- 13.1.46.** To assume all responsibilities and take the measures necessary for the adequate assistance of injured persons or persons suffering sudden illness, in accordance with the law, and as may reasonably be required of the CONCESSIONAIRE given the specific situation, considering the activity carried out, the obligations provided for in the AGREEMENT and the EXHIBITS, using all necessary means available to provide, among other actions, first aid assistance and/or hospital removal, if applicable, to the EDUCATIONAL COMMUNITY and other persons located in the CONCESSION AREA;
- 13.1.47.** To ensure the preservation of images from the CCTV system for the period stipulated in EXHIBIT B – SERVICES SPECIFICATIONS, and to make them available to third parties only upon prior authorization or determination of the GRANTING AUTHORITY;
- 13.1.48.** To be liable, on its own behalf or through its officers, employees, agents, subcontractors, suppliers, outsourced parties, service providers and/or any other natural or legal person related to the execution of the object of the AGREEMENT, before the GRANTING AUTHORITY and third parties, for any and all damages caused by acts or omissions of the CONCESSIONAIRE, whenever arising from the execution of the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

INVESTMENTS, works and/or the provision of the SERVICES, directly or indirectly, and such liability shall not be excluded or reduced by the inspection or monitoring of the AGREEMENT by the GRANTING AUTHORITY;

**13.1.49.** To provide for the liability of its agents for damages caused to third parties and to the EDUCATIONAL COMMUNITY;

**13.1.50.** To inform the GRANTING AUTHORITY, within up to 05 (five) days counted from the CONCESSIONAIRE's awareness thereof, of the initiation of administrative or judicial proceedings against it, as well as of the issuance of notices of infraction or the imposition of fines related to the execution of the AGREEMENT, including those of a civil, environmental, labor or tax nature;

**13.1.51.** To inform the GRANTING AUTHORITY, when served or notified of any judicial action or administrative proceeding arising from matters related to the AGREEMENT, including procedural terms and deadlines, and to use its best efforts in the defense of common interests, performing all applicable procedural acts for such purpose;

**13.1.52.** To reimburse or indemnify, and hold the GRANTING AUTHORITY harmless, in connection with any claim or loss it may suffer as a result of acts or facts within the risk or responsibility of the CONCESSIONAIRE, including:

**13.1.52.1.** Disbursements arising from judicial or arbitral determinations of any nature, as well as from control and inspection bodies, even if increased by interest and legal charges, for the satisfaction of obligations originally attributable to the CONCESSIONAIRE, including labor claims brought by employees or third parties linked to the CONCESSIONAIRE, as well as damages to third parties;

**13.1.52.2.** Acts carried out by the CONCESSIONAIRE, its officers, employees, agents, subcontractors, suppliers, outsourced parties, service providers and/or any other natural or legal person related to the execution of the object of the AGREEMENT;

**13.1.52.3.** Claims of a tax, labor, social security or occupational accident nature related to the employees of the CONCESSIONAIRE and its subcontractors, suppliers, outsourced parties, service providers and/or any other natural or legal person related to the execution of the object of the AGREEMENT;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 13.1.52.4.** Environmental damages caused by the CONCESSIONAIRE and/or its subcontractors, suppliers, outsourced parties, service providers and/or any other natural or legal person related to the execution of the object of the AGREEMENT and the INVESTMENTS, arising from the execution of the object of this AGREEMENT, including the SERVICES and the activities generating ANCILLARY REVENUES;
- 13.1.53.** To repair any damages caused to communication and access routes, water pipelines, sewage systems, electricity, gas and telecommunications networks and respective equipment, or to any third-party assets, as well as to carry out, at its own expense, the activities necessary to remove any interferences necessary for the execution of the object of this AGREEMENT, whether hidden or apparent, even if pre-existing in the CONCESSION AREA, and may request, in the event such damages are caused by fault or willful misconduct of the GRANTING AUTHORITY, or arise from factors within its risk or responsibility, the economic-financial rebalancing of the AGREEMENT, due to the costs associated with such repair;
- 13.1.54.** To maintain an updated website containing information that may be of interest to the EDUCATIONAL COMMUNITY and society, including: (i) the scope of the project and its main documents; (ii) the list of EDUCATIONAL UNITS covered by the AGREEMENT and an indication of whether or not they are in operation; (iii) specific information on the physical progress status of the construction works of the EDUCATIONAL UNITS mentioned in Clause **Erro! Fonte de referência não encontrada.**, if it is decided to build them, and the MACRO IMPLEMENTATION SCHEDULE and/or detailed schedule; (iv) information about the CONCESSIONAIRE; (v) communication and relationship channels with the EDUCATIONAL COMMUNITY and third parties, notably contact information (telephone, email address, electronic form, correspondence address) for receiving complaints, suggestions and requests for clarification; (vi) PERFORMANCE INDICATORS achieved by the CONCESSIONAIRE; and (vii) a copy of the CONCESSION AGREEMENT and its possible amendments;
- 13.1.55.** To adequately disclose to the general public, and to members of the EDUCATIONAL COMMUNITY in particular, the measures adopted to respond to emergency situations or other exceptional events, such as fires, episodes of violence or invasion, among others;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 13.1.56.** To adhere to educational, informational, operational and other campaigns promoted, in any case, by the GRANTING AUTHORITY, limited to the equipment operated and the CONCESSION AREA, in line with the guidelines of the GRANTING AUTHORITY;
- 13.1.57.** To immediately inform the GRANTING AUTHORITY whenever materials or objects of historical, archaeological or paleontological interest are discovered, as well as the occurrence of environmental events or interferences with other public utility concessionaires;
- 13.1.58.** To contract and keep updated, at its own expense, the insurance policies required under Clause **Erro! Fonte de referência não encontrada.**, and such policies shall be issued in accordance with the provisions of said clause;
- 13.1.59.** To deliver to the GRANTING AUTHORITY copies of the insurance policies and proof of payment of premiums, as well as of their eventual renewals, pursuant to this AGREEMENT;
- 13.1.60.** To keep the GRANTING AUTHORITY informed of the status of negotiations of the FINANCING agreements and of the conditions of the legal instruments related to the AGREEMENT, by means of a semiannual report to be prepared and submitted to the GRANTING AUTHORITY as from the issuance of the ORDER TO COMMENCE THE AGREEMENT, for the specific purpose of indicating the regularity of compliance with payment obligations and other obligations that, if breached, may result in acceleration of the remaining payment obligations;
- 13.1.61.** To provide access to the premises used by the CONCESSIONAIRE for routine inspection of the SERVICES by the GRANTING AUTHORITY;
- 13.1.62.** To bear all costs of electricity, water, sanitation, gas, internet, telephony, waste collection and all public utilities levied on the CONCESSION AREA, as from the start date of the OPERATION of each of the EDUCATIONAL UNITS;
- 13.1.63.** In the event of any delay, interruption, suspension or intermittency in the supply of gas by the public utility concessionaire, the CONCESSIONAIRE shall ensure the continued supply of gas through the procurement of gas cylinders or by any other means duly authorized, or that may come to be authorized, under applicable regulatory standards;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 13.1.64.** In the event of any delay, interruption, suspension or intermittency in the supply of water by the public utility concessionaire, the CONCESSIONAIRE shall ensure, within a maximum period of twenty-four (24) hours, the water supply to the EDUCATIONAL UNITS, whether through the timely engagement of water tanker trucks or by any other means duly authorized, or that may come to be authorized, under applicable regulatory standards, subject to the provisions of this AGREEMENT and its EXHIBITS, up to a maximum of fifteen (15) days per calendar year;
- 13.1.65.** To timely submit to the INDEPENDENT VERIFIER the data and information necessary for the verification of the works and the PERFORMANCE INDICATORS;
- 13.1.66.** To take the necessary measures to avoid or mitigate environmental or urban mobility damages and impacts arising from the execution of the INVESTMENTS;
- 13.1.67.** To immediately notify the competent authorities, as soon as it becomes aware, of any occurrences in the exercise of its activities that put at risk the environmental integrity of the CONCESSION AREA;
- 13.1.68.** To comply with measures determined by officials vested with authority in the event of accidents or abnormal situations;
- 13.1.69.** To provide environmentally adequate destination and treatment for all waste produced during the works and the provision of the SERVICES, observing the rules and requirements contained in environmental legislation, including the disposal, segregation and storage of waste within the EDUCATIONAL UNITS in an environmentally appropriate manner for subsequent final disposal;
- 13.1.70.** To implement a management system aimed at energy efficiency in the activities carried out, as provided for in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS;
- 13.1.71.** To carry out measures and actions for the prevention and reduction of the impact of natural events, such as cyclones, earthquakes, hurricanes, floods or rainfall arising from extreme climate events;
- 13.1.72.** To endeavor to obtain, from the responsible parties, information on studies and projects of municipal interventions that influence and are related to the renovation,

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

implementation, operation and maintenance of the EDUCATIONAL UNITS, in accordance with Subclause **Erro! Fonte de referência não encontrada.**;

- 13.1.73.** To repair damages and/or replace the REVERSIBLE ASSETS resulting from acts of destruction, vandalism, robbery, theft, damage, loss or vandalism, in accordance with the provisions of this AGREEMENT and its EXHIBITS;
- 13.1.74.** To preserve and keep updated all assets, equipment and facilities employed in the CONCESSION, in perfect operating condition, as well as to repair their units and timely promote replacements required due to wear or technological obsolescence, and to carry out repairs or modernizations necessary for proper execution and preservation of the adequacy of activities and SERVICES, in compliance with the principle of technological currency;
- 13.1.75.** To acquire, build, lease property or provide adequate infrastructure for the implementation of its administrative base, with a view to installing TIC infrastructure (Servers, Telephone Exchange, Help Desk Infrastructure, microcomputer equipment – desktops, notebooks, printers, scanners and other peripherals), as well as the MCS (Management and Control System), and allocating administrative, accounting, legal, personnel department, human resources, procurement, occupational safety, quality control, TIC technical support, operational management and Help Desk teams, in addition to sufficient space to accommodate parking spaces for the CONCESSIONAIRE's administrative vehicles;
- 13.1.76.** Should the CONCESSIONAIRE choose to operate with mobile teams, pursuant to EXHIBIT B – SERVICES SPECIFICATIONS, it shall also acquire, build, lease property or provide adequate infrastructure for the implementation of its operational base for the mobile teams, including workshops, space for storage of tools and operational machinery, warehouse, employee changing rooms, as well as sufficient space to park the operational vehicles of the mobile teams;
- 13.1.77.** To inform acts that must be communicated to the GRANTING AUTHORITY, within 5 (five) days after the consummation of the act, except where a specific deadline is provided for, as established in this AGREEMENT and its EXHIBITS;
- 13.1.78.** To impose compliance with the rules and provisions of the AGREEMENT and its

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

EXHIBITS on all subcontractors and to require the submission of documents and information necessary to demonstrate regularity and capacity to perform the respective obligations;

**13.1.79.** Not to charge any admission fee or any type of monetary amount for access to, stay in and/or use of any services, areas, environments and/or facilities of the EDUCATIONAL UNITS; and

**13.1.80.** To make the EDUCATIONAL UNITS requested by the GRANTING AUTHORITY available for use as shelters for the population displaced by natural disasters or emergency situations, maintaining the provision of those SERVICES necessary for such purpose, and suspending, throughout the entire period of extraordinary use of the EDUCATIONAL UNITS, the assessment of the PERFORMANCE INDICATORS and, consequently, the deductions applied to the amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT.

**13.2.** The CONCESSIONAIRE may not be dissolved or liquidated while responsibilities arising from the obligations provided for in this clause or in other provisions of the AGREEMENT remain, even after the termination of the CONCESSION.

**13.3.** The CONCESSIONAIRE may not, without the express authorization of the GRANTING AUTHORITY, terminate its relationship with any SUBCONTRACTED CONSTRUCTION COMPANY or SUBCONTRACTED ENTITY, or qualified professional that submitted a TECHNICAL QUALIFICATION certificate at the time of the TENDER.

**13.3.1.** The GRANTING AUTHORITY shall accept the substitution mentioned in Subclause 13.3 provided that the substitute party meets the TECHNICAL QUALIFICATION requirements required in the TENDER NOTICE, observing Subclause 28.4 and 28.5.

**13.4.** The CONCESSIONAIRE shall establish and maintain a permanent ombudsman's office throughout the entire CONCESSION TERM, which shall have, in particular, the following duties:

**13.4.1.** To receive, process and analyze complaints, submissions and suggestions from the EDUCATIONAL COMMUNITY or third parties affected by the provision of the SERVICES, and to send its responses within 15 (fifteen) days;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**13.4.2.** To prepare, on an annual basis, a management report consolidating the submissions and suggestions addressed under this clause, indicating: (i) the number of submissions, organized by subject; (ii) causes and reasons; and (iii) identification of recurring issues and, based thereon, to indicate and suggest improvements in the provision of the SERVICES;

**13.4.2.1.** The management report shall be forwarded to the executive board of the CONCESSIONAIRE, as well as made available on the internet, ensuring the broadest publicity and social oversight.

**13.4.3.** To monitor the provision of the SERVICES, with a view to ensuring their effectiveness;

**13.4.4.** To propose improvements in the provision of the SERVICES;

**13.4.5.** To assist in the prevention and correction of acts and procedures incompatible with those established in this AGREEMENT;

**13.4.6.** To propose the adoption of measures for the protection of the rights of the EDUCATIONAL COMMUNITY, in compliance with the provisions of this AGREEMENT and the applicable legislation, especially through the implementation of a channel for complaints, reports, suggestions and other interaction mechanisms; and

**13.4.7.** To promote the adoption of mediation and conciliation between the CONCESSIONAIRE, the EDUCATIONAL COMMUNITY and the population, without damage to other competent bodies.

**13.5.** The CONCESSIONAIRE shall assess the possibility and convenience of absorbing into its workforce professionals previously linked to the provision of temporary or outsourced services contracted by the STATE SECRETARIAT OF EDUCATION, especially general service assistants for maintenance, cleaning and support.

#### **14. OBLIGATIONS OF THE GRANTING AUTHORITY**

**14.1.** The main obligations of the GRANTING AUTHORITY, without damage to the other obligations expressly set forth in this AGREEMENT, its EXHIBITS and the APPLICABLE LAW, shall be the following:

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 14.1.1.** To promote the efficiency of the SERVICES through the proper measurement of the PERFORMANCE INDICATORS;
- 14.1.2.** To use its best efforts, without damage to the sole responsibility of the CONCESSIONAIRE, to cooperate in obtaining any licenses, authorizations, certificates and permits, of any nature, required by the CONCESSIONAIRE for the performance of the object of this AGREEMENT, including by providing any institutional support that may be required, in particular through participation in technical meetings and the timely issuance of required statements or opinions;
- 14.1.3.** To supervise compliance with safety standards, regulations and procedures applicable to the performance of the object of the CONCESSION, including those under the jurisdiction of other federative entities;
- 14.1.4.** To supervise the execution of the works and the provision of the SERVICES, ensuring their proper quality, safeguarding its own rights, those of the CONCESSIONAIRE and of the EDUCATIONAL COMMUNITY, including by receiving and investigating complaints and claims from third parties affected by the provision of the SERVICES and execution of the works, as well as applying, as applicable, the appropriate measures, without damage to the other regulatory, supervisory and monitoring prerogatives set forth in this AGREEMENT and the APPLICABLE LAW;
- 14.1.5.** To carry out periodic audits, including, if it so deems appropriate, through a specialized auditing firm, of the CONCESSIONAIRE's accounts and records, including with respect to compliance with accounting, economic and financial obligations, in order to prevent the occurrence of situations that may compromise the provision of the SERVICES;
- 14.1.6.** To have access to the premises used by the CONCESSIONAIRE for routine inspection of the SERVICES;
- 14.1.7.** To duly justify and substantiate its decisions, authorizations, approvals, requests or other acts carried out under this AGREEMENT and its EXHIBITS;
- 14.1.8.** To monitor the quality and performance of the CONCESSIONAIRE in the provision of the SERVICES, with the assistance of the INDEPENDENT VERIFIER;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 14.1.9.** To safeguard the preservation of the economic and financial balance of the AGREEMENT, observing, among other aspects, the need to preserve the solvency and liquidity of the CONCESSIONAIRE when imposing obligations not originally provided for in the AGREEMENT and when implementing economic and financial rebalancing mechanisms;
- 14.1.10.** To promote technical studies aimed at improving the SERVICES, whenever necessary;
- 14.1.11.** To apply legal and regulatory penalties, regardless of contractual provision, as well as contractual penalties, as provided for in this AGREEMENT and its EXHIBITS, without damage to adopting any other measures necessary to ensure the proper performance of this AGREEMENT in the event of default by the CONCESSIONAIRE;
- 14.1.12.** To supervise compliance with the MACRO IMPLEMENTATION SCHEDULE and the detailed schedule for the works submitted by the CONCESSIONAIRE and the provision of the SERVICES;
- 14.1.13.** To periodically inspect the state of conservation of the REVERTIBLE ASSETS and other equipment linked to the provision of the SERVICES, as well as to assess the technical resources used by the CONCESSIONAIRE in providing the SERVICES;
- 14.1.14.** To notify the CONCESSIONAIRE, setting a deadline for the correction of defects or irregularities identified in the execution of the works and in the provision of the SERVICES, irrespective of the initiation of the corresponding administrative sanctioning proceedings;
- 14.1.15.** To conduct the ORDINARY REVIEWS, as well as the other activities under its responsibility, and to conduct the EXTRAORDINARY REVIEWS, in the cases provided for in this AGREEMENT;
- 14.1.16.** To notify the CONCESSIONAIRE in writing of the application of any penalty, ensuring its right to defense in accordance with this AGREEMENT;
- 14.1.17.** To formally designate to the CONCESSIONAIRE the SERVICE supervision team(s);
- 14.1.18.** To provide the CONCESSIONAIRE with all available information and technical

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

elements necessary for the provision of the SERVICES and the execution of the INVESTMENTS;

- 14.1.19.** To notify the party responsible for providing the PERFORMANCE GUARANTEE, as well as the FINANCIERS of the CONCESSIONAIRE, whenever proceedings are initiated to decree intervention, takeover (encampação) or forfeiture (caducidade);
- 14.1.20.** To cooperate, within the limits of its institutional role, with the entities providing financial resources to the CONCESSIONAIRE, providing information and clarifications in order to contribute to the feasibility of the FINANCING of the INVESTMENTS, so as to enable the full execution of the object of the CONCESSION;
- 14.1.21.** To provide information and clarifications that may be necessary for the operation by the CONCESSIONAIRE;
- 14.1.22.** To promote the adjustments of the MAXIMUM MONTHLY AVAILABILITY PAYMENT, in accordance with the criteria and deadlines established in the AGREEMENT and its EXHIBITS;
- 14.1.23.** To make the payments of the MONTHLY AVAILABILITY PAYMENT due to the CONCESSIONAIRE, in accordance with the terms set forth in this AGREEMENT and its EXHIBITS, subject to Subclause 12.1.2;
- 14.1.24.** To promote the payment of the BONUS FOR EXCEPTIONAL PERFORMANCE (BDE), in accordance with the biennial assessment of the OUTCOME-BASED PERFORMANCE INDICATORS;
- 14.1.25.** To establish the PUBLIC GUARANTEE, pursuant to this AGREEMENT and the Account Management Agreement to be effectively entered into among the PARTIES and the FIDUCIARY AGENT, in the form of EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT, and to adopt all measures within its reach to keep it valid and free from any liens, restrictions, attachments, seizures or encumbrances of any nature, as well as to faithfully comply with all obligations attributed to it under said EXHIBIT, in particular those relating to the deposit of the MINIMUM BALANCE;
- 14.1.26.** To unilaterally amend the regulatory provisions of the SERVICES, for better alignment

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

with the public interest, provided that the economic and financial balance of the AGREEMENT is observed and preserved;

- 14.1.27.** To allow the CONCESSIONAIRE access to all locations, premises and equipment of the EDUCATIONAL UNIT necessary for the fulfillment of its obligations;
- 14.1.28.** To execute, when applicable, amendments to this AGREEMENT;
- 14.1.29.** To intervene in the provision of the SERVICES, resume them and terminate the CONCESSION, in the cases and under the conditions provided for in this AGREEMENT and the applicable legislation;
- 14.1.30.** To bear the costs associated with the prospecting, excavation and recovery of historical, archaeological and paleontological artifacts eventually found in the CONCESSION AREA, in accordance with the applicable regulations, ordinances, legislation and technical standards, in full compliance with the competent authorities;
- 14.1.31.** To keep the CONCESSIONAIRE informed of the schedule of services that are the responsibility of the GRANTING AUTHORITY, including PEDAGOGICAL SERVICES, as well as to notify the CONCESSIONAIRE, in advance, of the holding of events and changes to the regular operating schedule of the EDUCATIONAL UNIT, in accordance with the provisions of EXHIBIT B – SERVICES SPECIFICATIONS;
- 14.1.32.** To be exclusively responsible for the provision of the PEDAGOGICAL SERVICES and for the monitoring and control of the conduct of the teaching staff and other employees, civil servants and agents of the GRANTING AUTHORITY in the EDUCATIONAL UNITS;
- 14.1.33.** The GRANTING AUTHORITY shall encourage the CONCESSIONAIRE to align the performance of its obligations with the pedagogical needs and objectives of the EDUCATIONAL UNITS.
- 14.1.34.** To issue the ORDER TO COMMENCE THE AGREEMENT, after the fulfillment of the CONDITIONS OF EFFECTIVENESS provided for under Clause 6 of this AGREEMENT;
- 14.1.35.** To issue the NOTICE TO PROCEED, for the commencement of the OPERATION of the EDUCATIONAL UNITS, observing the provisions of the WORKS IMPLEMENTATION PLAN and EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

WORKS;

- 14.1.36.** To issue a decree of DECLARATION OF PUBLIC UTILITY (DUP), for purposes of expropriation or establishment of administrative easements that may be necessary for the use of the SITES included in the CONCESSION, when required, observing Subclauses 11.3 and 11.4;
- 14.1.37.** To carry out, whenever necessary and in compliance with the applicable law, the expropriations, observing Subclauses 11.3 and 11.4, the vacating of premises, the establishment of administrative easements and the temporary occupations necessary for the execution of the INVESTMENTS and the exploitation of the CONCESSION, including its ancillary facilities, in accordance with this AGREEMENT and its EXHIBITS;
- 14.1.38.** To comply with and ensure compliance, within the scope of its authority, with the rules established in municipal laws, donation instruments and/or other instruments entered into with other federative entities regarding the availability of SITES and the renovation or implementation of the EDUCATIONAL UNITS;
- 14.1.39.** To provide school meal services, which comprise the acquisition and distribution of foodstuffs to the EDUCATIONAL UNITS, the preparation of school meals, as well as the preparation of menus for the school meal service; and
- 14.1.40.** To provide institutional support for the necessary arrangements with other public bodies whenever the execution of services under their responsibility interferes with the activities provided for in the object of the AGREEMENT, without any change to the risks assumed by each of the PARTIES under this AGREEMENT, especially in the intermediation of relations with bodies of the PUBLIC ADMINISTRATION, observing the risk allocation of this AGREEMENT.
- 14.2.** Any eventual need for support from public security forces in the activities carried out by the CONCESSIONAIRE shall be assessed on a case-by-case basis, jointly with the relevant bodies of the STATE OF MINAS GERAIS.
- 14.2.1.** Without damage to the responsibility of the CONCESSIONAIRE for the asset security of the REVERTIBLE ASSETS, the GRANTING AUTHORITY shall be responsible for monitoring sounds and images captured through the operation of the technological

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

equipment installed by the CONCESSIONAIRE in accordance with EXHIBIT B – SERVICES SPECIFICATIONS.

**14.2.2.** The GRANTING AUTHORITY shall be responsible for adopting the typical coercive measures arising from the exercise of police powers, if necessary, in the event of crimes against the person or property of members of the EDUCATIONAL COMMUNITY, employees, outsourced personnel, persons linked to the CONCESSIONAIRE or any persons present in the CONCESSION AREA, or in relation to other relevant factors involving the security of the EDUCATIONAL UNITS, ensuring the physical and property integrity of persons within the EDUCATIONAL UNITS.

**14.2.3.** The supervision or authorization by the GRANTING AUTHORITY regarding the INVESTMENTS to be executed by the CONCESSIONAIRE or through subcontractors, suppliers, outsourced personnel, service providers and/or any other natural or legal persons related to the execution of the object of the AGREEMENT shall not imply any liability on the part of the GRANTING AUTHORITY, nor shall it exempt the CONCESSIONAIRE, in whole or in part, from its obligations arising from the AGREEMENT or from the applicable legal or regulatory provisions.

**14.2.4.** The CONCESSIONAIRE may not assert against the GRANTING AUTHORITY any exceptions or defenses in order to exempt itself, in whole or in part, from its contractual obligations related to the execution of the INVESTMENTS based on facts resulting from contractual relationships established with subcontractors, suppliers, outsourced personnel, service providers and/or any other natural or legal persons related to the execution of the object of the AGREEMENT, even if such facts have been notified to the GRANTING AUTHORITY and not objected to.

## **15. EDUCATIONAL COMMUNITY**

**15.1.** Without damage to the provisions of this AGREEMENT and its EXHIBITS, as well as the APPLICABLE LAW, the following shall constitute the rights of the members of the EDUCATIONAL COMMUNITY benefiting from the SERVICES made available to it by the GRANTING AUTHORITY through this AGREEMENT:

**15.1.1.** To receive the SERVICES in an adequate and efficient manner, in accordance with the quality and performance standards established in this AGREEMENT and its EXHIBITS,

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

pursuant to the applicable legislation;

- 15.1.2.** To receive, from the GRANTING AUTHORITY and the CONCESSIONAIRE, information regarding the characteristics of the SERVICES, for the defense of individual or collective interests related to the SERVICES;
- 15.1.3.** To inform the GRANTING AUTHORITY and the CONCESSIONAIRE of any irregularities of which they become aware in connection with the performance of the SERVICES, as well as to report to the competent authorities any unlawful acts committed by the CONCESSIONAIRE or subcontractors, as well as by their suppliers, outsourced personnel and other service providers;
- 15.1.4.** To communicate with the CONCESSIONAIRE through the various systems and relationship channels, including ombudsman services, social media service channels, among others;
- 15.1.5.** To use the furniture and equipment in an appropriate manner and in accordance with the instructions received, as well as to ensure the conservation of the buildings of the EDUCATIONAL UNITS, so as to contribute to maintaining the good condition of the REVERTIBLE ASSETS through which the PEDAGOGICAL SERVICES are provided;
- 15.1.6.** To benefit from infrastructure adapted for persons with disabilities and reduced mobility, including the elderly, in accordance with the applicable regulations;
- 15.1.7.** To be covered by the insurance policies provided for in this AGREEMENT, as applicable;
- 15.1.8.** To have the protection of their personal data ensured, pursuant to Federal Law No. 12,527/2011 and Federal Law No. 13,709/2018, also observing the provisions of the DATA PROTECTION PLAN submitted by the CONCESSIONAIRE and approved by the GRANTING AUTHORITY;
- 15.1.9.** To contribute to the maintenance of the good condition of the public assets through which the SERVICES are provided;
- 15.1.10.** To receive from the CONCESSIONAIRE the information necessary for the use of the SERVICES; and

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**15.1.11.** To enjoy the EDUCATIONAL UNITS and the SERVICES without any type of discrimination based on origin, race, sex, sexual orientation or age.

**15.2.** The CONCESSIONAIRE, as applicable and considering that the PEDAGOGICAL SERVICES are provided by the GRANTING AUTHORITY, shall ensure compliance with the basic rules for the protection and defense of users, and shall comply with Federal Law No. 13,460/2017, which governs participation, protection and defense of the rights of users of public services within the PUBLIC ADMINISTRATION, as well as with Federal Law No. 13,709/2018.

**15.3.** Independently of the obligations related to the PERFORMANCE INDICATORS, the CONCESSIONAIRE shall prepare a STAKEHOLDER ENGAGEMENT PLAN to assist in the proper implementation of the CONCESSION, to be submitted to the GRANTING AUTHORITY within up to 45 (forty-five) days counted from the date of the NOTICE TO PROCEED of each SCHOOL UNIT.

**15.4.** The CONCESSIONAIRE shall identify and consult the STAKEHOLDERS on an annual basis, with the objective of promoting greater transparency in the relationship, and such consultations shall involve exchanges of information relevant to the operation.

**15.5.** The overall purpose of the STAKEHOLDER ENGAGEMENT PLAN shall be the establishment of a dialogue channel and a dispute resolution mechanism between the CONCESSIONAIRE and the STAKEHOLDERS.

## **16. DATA MANAGEMENT**

**16.1.** In performing the object of this AGREEMENT, the CONCESSIONAIRE shall be qualified as a controller of PERSONAL DATA or as a processor of PERSONAL DATA, depending on whether the PROCESSING OF PERSONAL DATA to be carried out falls under item VI or item VII of Article 5 of Federal Law No. 13,709/2018, respectively, and shall comply with said law and observe the obligations and guidelines set forth in this AGREEMENT and in the DATA PROTECTION PLAN.

**16.2.** The PROCESSING OF PERSONAL DATA by the CONCESSIONAIRE shall be compatible with the purposes that gave rise to their provision by the data subject, in accordance with the principles set forth in Article 6 of Federal Law No. 13,709/2018.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 16.3.** In its capacity as the party responsible for the PERSONAL DATA of members of the EDUCATIONAL COMMUNITY, the CONCESSIONAIRE shall prepare a DATA PROTECTION PLAN for approval by the GRANTING AUTHORITY and implementation within the CONCESSION, observing the same deadlines stipulated for the submission and approval of the MACRO IMPLEMENTATION SCHEDULE.
- 16.4.** The PERSONAL DATA shall be maintained by the CONCESSIONAIRE in an interoperable and structured format, made available to the PERSONAL DATA subject upon request through a provided website, and the PERSONAL DATA subject shall be guaranteed the following rights:
- 16.4.1.** Easy and free access to information regarding the form and duration of the PROCESSING of their PERSONAL DATA, as well as their integrity;
- 16.4.2.** Accuracy, clarity, relevance, and updating of the PERSONAL DATA, according to necessity and for the fulfillment of the purpose of their PROCESSING, and the ability to request the correction of incomplete, inaccurate, or outdated data, as well as to request the anonymization, blocking, or deletion of unnecessary, excessive data or data processed in non-compliance with the object of this AGREEMENT and with Federal Law No. 13,709/2018;
- 16.4.3.** To obtain clear, precise, and easily accessible information regarding the PROCESSING of their PERSONAL DATA and the respective processing agents, subject to the protection of commercial and industrial secrets; and
- 16.4.4.** The PROCESSING of their PERSONAL DATA shall be restricted to the minimum necessary for the provision of the SERVICES under the responsibility of the CONCESSIONAIRE.
- 16.5.** It shall be the obligation of the CONCESSIONAIRE to train and prepare all of its employees to ensure the proper PROCESSING OF PERSONAL DATA, by means of a training and awareness plan.
- 16.6.** The employees of the CONCESSIONAIRE who engage in the PROCESSING OF PERSONAL DATA shall execute confidentiality, non-disclosure, and use agreements.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**16.7.** The DATA PROTECTION PLAN prepared by the CONCESSIONAIRE shall observe, at a minimum, the following parameters:

- a.** specification of which PERSONAL DATA the CONCESSIONAIRE may and/or must process, indicating the purpose of such PROCESSING, pursuant to Article 6, item I, of Federal Law No. 13,709/2018;
- b.** description of the PROCESSING of PERSONAL DATA carried out by the CONCESSIONAIRE, specifying the respective operations involved, processes, and scope, including, without limitation, an indication of when information may be shared and under which conditions, in compliance with the provisions of Article 7 of Federal Law No. 13,709/2018;
- c.** description of the manner in which requests by PERSONAL DATA subjects exercising the rights provided for in Federal Law No. 13,709/2018 will be addressed;
- d.** risk mapping, description of measures, safeguards, and risk mitigation mechanisms adopted, together with the CONCESSIONAIRE's governance and compliance rules; and
- e.** a secure data and information disposal plan, applicable to cases of termination of the PROCESSING OF PERSONAL DATA, accompanied by a list of the circumstances in which such data and information must be retained by virtue of a legal, regulatory, or contractual obligation.

**16.8.** In the event of any change to the DATA PROTECTION PLAN, the CONCESSIONAIRE shall provide prior notice to the GRANTING AUTHORITY so that it may assess the feasibility of the intended change.

**16.9.** Upon any change to the DATA PROTECTION PLAN, the PERSONAL DATA subjects shall be informed thereof by means of disclosure on the website.

**16.10.** The CONCESSIONAIRE shall be responsible for any damages caused to the GRANTING AUTHORITY and to the PERSONAL DATA subjects as a result of PROCESSING carried out in violation of Federal Law No. 13,709/2018, this AGREEMENT, the parameters of the DATA PROTECTION PLAN, or the purposes of the CONCESSION.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 16.11.** The CONCESSIONAIRE is prohibited from transferring and/or sharing with third parties any PERSONAL DATA to which it has access by virtue of this AGREEMENT, except where necessary for the performance of this AGREEMENT and subject to compliance with the provisions hereof.
- 16.12.** Where the transfer and/or sharing of PERSONAL DATA with third parties is necessary for the performance of the AGREEMENT, the CONCESSIONAIRE shall obtain the prior consent of the GRANTING AUTHORITY and shall inform the PERSONAL DATA subjects thereof.
- 16.13.** The CONCESSIONAIRE shall immediately notify the GRANTING AUTHORITY of the occurrence of any security incident related to PERSONAL DATA and shall inform the mitigation and remediation measures adopted.
- 16.14.** The CONCESSIONAIRE shall make available to the GRANTING AUTHORITY, as requested, all information related to the performance of the object of this AGREEMENT that is necessary for the GRANTING AUTHORITY to comply with its obligations arising from Federal Law No. 13,709/2018.
- 16.15.** Upon expiration of the CONCESSION TERM, the PERSONAL DATA to which the CONCESSIONAIRE had access, including any copies of PERSONAL DATA processed under this AGREEMENT, shall be fully made available to the GRANTING AUTHORITY immediately, or, upon justification, within up to thirty (30) days from the date of its termination, and the CONCESSIONAIRE shall not, under any circumstances, retain possession of such PERSONAL DATA, and shall certify in writing to the GRANTING AUTHORITY the fulfillment of this obligation.

## **17. LICENSES AND AUTHORIZATIONS**

- 17.1.** It shall be the sole and exclusive responsibility of the CONCESSIONAIRE to obtain, at its own cost and risk, in a timely manner, in compliance with the provisions of EXHIBIT K – ENVIRONMENTAL AND WORKS LICENSING GUIDELINES and Subclauses 13.1.34 to 13.1.38, and to keep in force, all licenses, authorizations, certificates, and permits of any nature required by municipal, state, and federal public authorities for the performance of this AGREEMENT, including environmental and urban planning licenses.

- 17.1.1.** Delays resulting from the time taken by the Public Authorities to issue licenses and other

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

documents under their responsibility shall not be attributable to the CONCESSIONAIRE, provided that such delay has not been caused by the CONCESSIONAIRE.

- 17.1.2.** In the event that the renovation or construction works of the EDUCATIONAL UNITS are not subject to environmental licensing or in cases of exemption from environmental licensing, the CONCESSIONAIRE shall not be relieved from obtaining the other environmental authorizations, permits, and grants that may be required under applicable legislation, under penalty of application of the sanctions set forth in the AGREEMENT and EXHIBIT I – PENALTIES, subject to the provisions of EXHIBIT K – ENVIRONMENTAL AND WORKS LICENSING GUIDELINES.
- 17.1.3.** In the event that the removal of individual trees within the CONCESSION AREA is required, the CONCESSIONAIRE shall obtain the respective authorization for vegetation removal from the competent municipal or state environmental authority, in compliance with applicable legislation, and shall comply with all conditions and environmental compensations required by such authorities and by the APPLICABLE LAW.
- 17.1.4.** In the event of any change in applicable environmental legislation and regulations that come to require environmental licensing for the construction, renovation, and/or operation of the EDUCATIONAL UNITS, the CONCESSIONAIRE shall be responsible for conducting the environmental licensing process before the competent authorities and shall submit the issued environmental licenses to the GRANTING AUTHORITY within ten (10) days from the date of their issuance.
- 17.1.5.** The restrictions and conditions imposed by the Public Authorities responsible for issuing licenses, including environmental licenses, shall be complied with by the CONCESSIONAIRE, and such requirements shall not entitle the CONCESSIONAIRE to any economic and financial rebalancing of the AGREEMENT.
- 17.2.** The GRANTING AUTHORITY shall use its best efforts to ensure that, once submitted, the applications are reviewed and the licenses, authorizations, and permits are issued within the timeframe established by the competent authorities.
- 17.3.** The CONCESSIONAIRE shall interact with the public authorities responsible for issuing authorizations, licenses, and/or permits related to the performance of the AGREEMENT, with

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

the support of the GRANTING AUTHORITY, which shall assist the CONCESSIONAIRE in its relationship with public service providers for the purpose of implementing the actions necessary to perform the object of the AGREEMENT, including the relocation of interferences.

**17.4.** The CONCESSIONAIRE shall comply with the competencies expressly set forth in this AGREEMENT, providing, for such purposes, support to the police power of the GRANTING AUTHORITY.

**17.5.** Whenever requested and where justified and relevant to the object of this AGREEMENT, the CONCESSIONAIRE shall designate representative(s) to participate in meetings, serve on committees or working groups, make presentations, or otherwise interact with public authorities having jurisdiction over the CONCESSION AREA. Such representative(s) shall provide their contributions in accordance with the objectives, rules, and principles set forth in this AGREEMENT.

**17.6.** The CONCESSIONAIRE shall interact with public service providers, notably those providing electricity, piped gas, water supply, sewage collection, and telephone services, for the performance of the interventions required for the works and SERVICES.

**17.6.1.** The CONCESSIONAIRE shall designate a direct communication channel with such service providers for the scheduling of interventions, and shall establish an action plan for the required interventions.

**17.6.2.** The scheduling of interventions shall be carried out, whenever possible, in a manner that minimizes the impacts of their performance on the CONCESSIONAIRE, the members of the EDUCATIONAL COMMUNITY, and third parties.

**17.7.** The CONCESSIONAIRE shall be responsible for the costs arising from the relocation of interferences.

## **18. INDEMNITIES**

**18.1.** The CONCESSIONAIRE shall be liable, pursuant to the APPLICABLE LAW, for any losses or damages caused to third parties and/or to the GRANTING AUTHORITY, to which it has given cause, whether by itself or through its directors, officers, employees, agents,

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

subcontractors, service providers, or any other natural or legal persons linked to it, in the performance of the activities covered by the CONCESSION, without damage to its right of recourse against third parties, and shall hold the GRANTING AUTHORITY harmless from any liability arising from or related to the provision of the SERVICES or the execution of the works.

**18.1.1.** The CONCESSIONAIRE shall be responsible, in accordance with this AGREEMENT, for all commercial, fiscal, social, tax, labor, and social security charges, as well as any other obligations provided for under the legislation in force, and for all expenses and charges related to materials and labor required for the full performance of the CONCESSION AGREEMENT, including those of its subcontractors.

**18.2.** The CONCESSIONAIRE undertakes to indemnify and reimburse the GRANTING AUTHORITY for all disbursements arising from judicial or administrative determinations for the satisfaction of obligations originally attributable to the CONCESSIONAIRE or to its subcontractors, including, without limitation, labor claims filed by employees or third parties linked to the CONCESSIONAIRE and indemnities for losses and damages.

**18.3.** Without damage to other events provided for in this AGREEMENT, the GRANTING AUTHORITY shall be entitled to enforce the PERFORMANCE GUARANTEE in order to hold itself harmless with respect to the amounts referred to in Subclauses 18.1 and 18.2.

**18.4.** The GRANTING AUTHORITY shall be liable, pursuant to the APPLICABLE LAW, for any losses or damages caused to the CONCESSIONAIRE to which it has given cause or that arise from acts carried out by the GRANTING AUTHORITY prior to the signing of the AGREEMENT, and shall indemnify the CONCESSIONAIRE in the event it suffers any loss or damage as a result of such acts.

## **19. TAXES**

**19.1.** The CONCESSIONAIRE shall be subject, under the terms and conditions of the APPLICABLE LAW, to the tax and social security regime in force during the term of this AGREEMENT, and shall be required to timely pay all taxes, fees, social contributions, and other charges to which it may be subject.

**19.2.** The PARTIES reserve their right to review the AGREEMENT, either upwards or

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

downwards, for the purpose of preserving its economic and financial balance in the event of a change in the tax burden subsequent to the proposal date that demonstrably affects the economic and financial balance of the AGREEMENT, with particular observance of the provisions set forth in Subclauses 19.4 and 34.3.

**19.2.1.** The provisions of Subclause 19.2 shall apply exclusively in cases where the tax change involves taxes directly paid by the CONCESSIONAIRE, pursuant to Article 103, paragraph 5, item II, of Law No. 14,133/2021.

**19.3.** For the purposes of the risk described in this Clause, the effective implementation of Constitutional Amendment No. 132, dated December 20, 2023, shall be deemed to constitute the creation, extinction, or modification of taxes, and the CONCESSIONAIRE shall consider, as a contractual assumption, the tax incidence without the changes introduced by such amendment;

**19.4.** In the event of changes to income taxes, the CONCESSIONAIRE shall not be entitled to any economic and financial rebalancing, pursuant to Article 9, paragraph 3, of Federal Law No. 8,987/1995.

## **CHAPTER IV – CONCESSIONAIRE’S REMUNERATION**

### **20. MONTHLY AVAILABILITY PAYMENT**

**20.1.** Payment of the MONTHLY AVAILABILITY PAYMENT may vary as a result of deductions to be applied based on the provisions of EXHIBIT E – PERFORMANCE INDICATORS and shall be calculated in accordance with the provisions of EXHIBIT F – PAYMENT MECHANISM, subject to subclause 12.1.2.

**20.1.1.** The MONTHLY AVAILABILITY PAYMENT shall not include any amount that may be due by the GRANTING AUTHORITY to the CONCESSIONAIRE as BONUS FOR EXCEPTIONAL PERFORMANCE (BDE) provided for in clause 22 and in APPENDIX I – BONUS FOR EXCEPTIONAL PERFORMANCE of EXHIBIT E – PERFORMANCE INDICATORS.

**20.2.** The MONTHLY AVAILABILITY PAYMENT shall be paid by the GRANTING AUTHORITY with budgetary resources intended to cover the cost of all payments due to the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

CONCESSIONAIRE, which shall also include, in addition to the MONTHLY AVAILABILITY PAYMENT:

- 20.2.1.** Any transfers, fines, interest and compensations due by the GRANTING AUTHORITY to the CONCESSIONAIRE, on any grounds; and
- 20.2.2.** Any indemnities due by the GRANTING AUTHORITY to the CONCESSIONAIRE, in particular those arising from the events of termination of the AGREEMENT provided for in clauses **Erro! Fonte de referência não encontrada.** to **Erro! Fonte de referência não encontrada.**
- 20.2.3.** The GRANTING AUTHORITY undertakes to include, in the annual budget proposal, a specific appropriation for the subsequent fiscal year in an amount sufficient to cover the MONTHLY AVAILABILITY PAYMENTS, and further undertakes to veto any amendments to such proposal that reduce or restrict the appropriation allocated to the payment of all amounts due to the CONCESSIONAIRE.
- 20.3.** Subject to the provisions of this AGREEMENT and its EXHIBITS, in particular EXHIBIT F – PAYMENT MECHANISM, payment of the first MONTHLY AVAILABILITY PAYMENT due to the CONCESSIONAIRE shall be made by the 20th (twentieth) day of the month following the date of issuance of the first NOTICE TO PROCEED for an EDUCATIONAL UNIT.
- 20.4.** Payment of subsequent MONTHLY PUBLIC AVAILABILITY PAYMENTS shall be made by the 20th (twentieth) day of each month, subject to the provisions of EXHIBIT E – PERFORMANCE INDICATORS, EXHIBIT F – PAYMENT MECHANISM and EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT.
- 20.5.** The amount of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT to be paid to the CONCESSIONAIRE in the PAYMENT QUARTER shall take into account the application of deductions resulting from the SCHOOL PERFORMANCE SCORE (NDE) and the number of EDUCATIONAL UNITS in operation verified in the immediately preceding ASSESSMENT QUARTER, in accordance with the provisions of EXHIBIT E – PERFORMANCE INDICATORS and EXHIBIT F – PAYMENT MECHANISM.
- 20.6.** The INDEPENDENT VERIFIER shall prepare the ASSESSMENT REPORT for the PAYMENT QUARTER, in compliance with the provisions of EXHIBIT E – PERFORMANCE

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

INDICATORS, EXHIBIT F – PAYMENT MECHANISM and EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES, indicating the amount of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, which shall be paid upon submission of an invoice detailing the services provided by the CONCESSIONAIRE.

**20.6.1.** The invoice shall be duly reviewed and approved by the STATE SECRETARIAT OF EDUCATION within up to 5 (five) business days as from its receipt, prior to the issuance of the PAYMENT ORDER.

**20.6.2.** The PAYMENT ORDER shall be issued within a maximum period of 10 (ten) days after the lapse of the period for review of the invoice and analysis of the ASSESSMENT REPORT by the GRANTING AUTHORITY, and the financial settlement shall occur within the term indicated in subclause 20.4 of this AGREEMENT.

**20.7.** If any matured pecuniary obligation, in particular the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, is not fully satisfied with resources from the ordinary payment mechanism, the CURE PERIOD shall automatically commence, independently of any notice to the GRANTING AUTHORITY.

**20.7.1.** The CURE PERIOD shall be 05 (five) Business Days as from the date on which the payment should have been settled and shall observe the provisions of EXHIBIT F – PAYMENT MECHANISM.

**20.7.2.** Once the CURE PERIOD has elapsed without voluntary cure of the default in relation to the full settlement of the matured pecuniary obligation, such obligation shall be deemed contractually in default, and the FIDUCIARY AGENT shall be automatically authorized, upon notification by the CONCESSIONAIRE, to enforce, in favor of the latter, the PUBLIC GUARANTEE, pursuant to clause **Erro! Fonte de referência não encontrada.** and EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT.

**20.7.3.** During the CURE PERIOD and until settlement of the obligation due by the GRANTING AUTHORITY, a pecuniary penalty of 2% (two percent) and default interest corresponding to the *pro rata die* variation of the SELIC rate shall accrue on the outstanding amount.

**20.7.4.** Regardless of the provisions of subclause 20.7.2, the CONCESSIONAIRE shall at all

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

times be entitled to monitor the entire payment procedure of the EFFECTIVE MONTHLY AVAILABILITY PAYMENTS.

**20.8.** The PERFORMANCE INDICATORS shall be measured and assessed by the INDEPENDENT VERIFIER as from the commencement of OPERATION of the first EDUCATIONAL UNIT, always in strict compliance, in all cases, with the provisions of EXHIBIT E – PERFORMANCE INDICATORS, EXHIBIT F – PAYMENT MECHANISM and EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT, and the results thereof shall serve as the basis for the application of deductions applicable to the amount of the MONTHLY AVAILABILITY PAYMENT, in the manner and under the conditions set forth therein.

**20.8.1.** OUTCOME-BASED PERFORMANCE INDICATORS shall not be considered for the purposes of application of subclause 20.8.

**20.8.2.** The ASSESSMENT REPORTS shall be produced during the ASSESSMENT QUARTER by the INDEPENDENT VERIFIER, under the terms described in EXHIBIT E – PERFORMANCE INDICATORS, and shall include, in addition to observations regarding compliance and non-compliance with the PERFORMANCE INDICATORS, an indication of the amount of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT due by the GRANTING AUTHORITY, subject to the provisions of subclauses 20.7 and 20.8.

**20.8.3.** The first ASSESSMENT QUARTER shall commence on the first day of operation of the first EDUCATIONAL UNIT and shall end on the last day of the third subsequent month of operation.

**20.8.4.** During the first ASSESSMENT QUARTER, the PERFORMANCE INDICATORS of the EDUCATIONAL UNITS shall be assessed, regardless of how many EDUCATIONAL UNITS have already commenced operation; however, the respective deductions shall not be applied to the amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT in the subsequent PAYMENT QUARTER, so that, during the first 06 (six) months as from the commencement of operation of the 1st (first) EDUCATIONAL UNIT delivered by the CONCESSIONAIRE, the amount of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT paid shall correspond to the amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT for all EDUCATIONAL UNITS in OPERATION.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 20.8.5.** Deductions applied to the MAXIMUM MONTHLY AVAILABILITY PAYMENT arising from non-compliance with the PERFORMANCE INDICATORS shall be applied in the PAYMENT QUARTER subsequent to the second ASSESSMENT QUARTER, which shall commence on the 1st (first) day of the 7th (seventh) month of operation of the first EDUCATIONAL UNIT, regardless of how many EDUCATIONAL UNITS have already commenced operation and regardless of how many EDUCATIONAL UNITS are still under renovation or to be renovated.
- 20.8.6.** In the event of failure to meet the PERFORMANCE INDICATORS, the MAXIMUM MONTHLY AVAILABILITY PAYMENT due to the CONCESSIONAIRE shall be subject to deductions, in the manner detailed in EXHIBIT E – PERFORMANCE INDICATORS.
- 20.8.7.** Once the application of performance deductions has commenced under the terms set forth in this subclause 20.8, such application shall automatically apply to all EDUCATIONAL UNITS whose operation commences thereafter, with no additional grace periods in favor of the CONCESSIONAIRE.
- 20.8.8.** The agreement of the INDEPENDENT VERIFIER shall expressly provide that, during the grace period indicated in subclause 20.8.6, measurement of the PERFORMANCE INDICATORS shall be carried out pursuant to EXHIBIT E – PERFORMANCE INDICATORS, even though the corresponding deductions are not applied to the amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT.
- 20.8.8.1.** Impacts caused by acts or omissions of third parties with no relationship whatsoever with the CONCESSIONAIRE, which demonstrably prevent it from fully complying with the level of SERVICE required under EXHIBIT E – PERFORMANCE INDICATORS, shall not be considered to the detriment of the CONCESSIONAIRE in the assessment of the PERFORMANCE INDICATORS.
- 20.8.9.** When, for reasons not attributable to the CONCESSIONAIRE, it is manifestly impossible to carry out the assessment of any of the components of the PERFORMANCE INDICATORS provided for in EXHIBIT E – PERFORMANCE INDICATORS, the relevant component(s) shall be assigned the maximum score.
- 20.8.10.** Without damage to the provisions of the preceding subclause, the PARTIES may agree on a redistribution of the weights of the INDICATORS in the first subsequent periodic

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

contractual review, ensuring the preservation of the economic and financial balance of the AGREEMENT.

**20.8.10.1.** If the circumstance set forth in subclause 20.8.9 persists for 3 (three) consecutive ASSESSMENT QUARTERS or 4 (four) alternating ASSESSMENT QUARTERS, whichever occurs first, the relevant component(s) of the PERFORMANCE INDICATOR(S) shall be reviewed, replaced or removed in the first subsequent extraordinary review, with proportional redistribution of the respective weight among the remaining components, if necessary.

**20.8.11.** If the impossibility of assessment results from reasons attributable to the CONCESSIONAIRE, including due to the failure to contract an INDEPENDENT VERIFIER not arising from any act or omission of the GRANTING AUTHORITY, the PERFORMANCE INDICATOR shall be assessed with a score of 0 (zero), and the maximum corresponding deduction shall be applied as provided in EXHIBIT E – PERFORMANCE INDICATORS.

**20.8.11.1.** In the event contemplated in the preceding subclause, the applicable penalties may be imposed by the GRANTING AUTHORITY pursuant to EXHIBIT I – PENALTIES.

**20.9.** Any disagreement by the GRANTING AUTHORITY or the CONCESSIONAIRE with respect to the contents of the ASSESSMENT REPORT prepared by the INDEPENDENT VERIFIER shall not constitute an impediment to the payment of the MONTHLY AVAILABILITY PAYMENT.

**20.9.1.** In the event of divergence regarding the contents of the ASSESSMENT REPORT, the parties shall submit the matter to the Dispute Resolution mechanisms provided for in Chapter XI of this AGREEMENT.

**20.9.2.** The existence of disagreements shall not result in any deduction, retention, disallowance and/or withholding of the amounts set forth in the ASSESSMENT REPORT, which shall be paid exactly as determined by the INDEPENDENT VERIFIER until final resolution of the matter subject to dispute.

**20.9.3.** Once the final decision regarding the disputed amounts has been issued, the deciding body shall inform the CONCESSIONAIRE and notify the INDEPENDENT VERIFIER to

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

adopt the pertinent measures.

**20.10.** The amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT shall be calculated based on the total number of EDUCATIONAL UNITS made available for use by the GRANTING AUTHORITY pursuant to EXHIBIT F – PAYMENT MECHANISM.

**20.11.** Up to, at most, 05 (five) Business Days prior to the due date of each MONTHLY AVAILABILITY PAYMENT, subject in particular to the deadline indicated in EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT, the CONCESSIONAIRE shall submit the respective tax documents to the GRANTING AUTHORITY for payment purposes.

**20.12.** Payments due to the CONCESSIONAIRE shall be made by the GRANTING AUTHORITY, subject to the provisions of subclause 20.2.

**20.13.** The EFFECTIVE MONTHLY AVAILABILITY PAYMENT shall be calculated based on the MAXIMUM MONTHLY AVAILABILITY PAYMENT, pursuant to EXHIBIT F – PAYMENT MECHANISM.

## **21. ADJUSTMENT**

**21.1.** At intervals of no less than 12 (twelve) months counted as from the AGREEMENT SIGNING DATE, the amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT shall be adjusted by the IPCA/IBGE.

**21.1.1.** The first adjustment of the amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT shall reflect the variation of the IPCA/IBGE between the BASE DATE and the twelfth month counted as from the AGREEMENT SIGNING DATE.

**21.1.2.** The provisions of subclause 21.1.1 shall apply regardless of the date on which payment of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT commences.

**21.1.3.** The date of the first adjustment of the amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT, carried out in accordance with subclause 21.1.1, shall be considered the BASE DATE for purposes of the subsequent annual adjustment, and so on until the occurrence of the final term of the AGREEMENT or its early termination.

**21.2.** In the event of extinction or non-publication of any index mentioned in subclause 21.1, such

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

index shall be replaced by an equivalent index, until another index is defined that reflects the price variation of the main cost components considered in the formation of the amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT. The calculation of the adjustment of the amounts of the MAXIMUM MONTHLY AVAILABILITY PAYMENT shall be carried out by the INDEPENDENT VERIFIER and shall be submitted to the CONCESSIONAIRE and the GRANTING AUTHORITY for their review as to its accuracy, within a maximum period of 15 (fifteen) days.

**21.2.1.** If the adjustment calculation is correct, the GRANTING AUTHORITY shall, within the period provided for in the subclause above, approve it within a maximum period of 5 (five) days.

**21.2.2.** In the event of silence or omission by the GRANTING AUTHORITY, the value shall be deemed approved and, in all cases, the adjusted amount of the MONTHLY AVAILABILITY PAYMENT shall be applied by the CONCESSIONAIRE.

**21.2.3.** The GRANTING AUTHORITY may only oppose the adjustment of the MONTHLY AVAILABILITY PAYMENT if, at least, one of the following circumstances is identified:

**21.2.3.1.** there is a mathematical error in the calculation of the new amount of the MONTHLY AVAILABILITY PAYMENT; or

**21.2.3.2.** the period required for adjustment of the MONTHLY AVAILABILITY PAYMENT has not been completed.

**21.3.** Fines, guarantees and the insured capital amounts under the respective insurance policies, as provided for in this AGREEMENT, shall be adjusted annually, automatically, in accordance with the criterion established in this clause.

## **22. BONUS FOR EXCEPTIONAL PERFORMANCE**

**22.1.** The CONCESSIONAIRE may be entitled to the BONUS FOR EXCEPTIONAL PERFORMANCE (BDE), corresponding to the premium due by the GRANTING AUTHORITY to the CONCESSIONAIRE, in accordance with APPENDIX I – BONUS FOR EXCEPTIONAL PERFORMANCE of EXHIBIT E.

**22.2.** Eligibility for the BDE shall be assessed every 2 (two) years and shall be cumulatively

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

conditioned upon the achievement of:

- a.** SCHOOL PERFORMANCE SCORES (NDE) equal to or greater than 4.25 (four and twenty-five hundredths) during the 2 (two)-year BDE assessment period, subject to the measurement method described in APPENDIX I – BONUS FOR EXCEPTIONAL PERFORMANCE of EXHIBIT E; and
- b.** an EDUCATIONAL DEVELOPMENT SUPPORT INDEX (IADE) higher than 85% (eighty-five percent), calculated for each EDUCATIONAL UNIT, in the manner set forth in APPENDIX I – BONUS FOR EXCEPTIONAL PERFORMANCE of EXHIBIT E.

**22.3.** The first assessment of the BDE shall occur once the conditions indicated in APPENDIX I – BONUS FOR EXCEPTIONAL PERFORMANCE of EXHIBIT E have been fulfilled.

**22.3.1.** After the first assessment, pursuant to subclause 22.3, the procedure for assessing eligibility for the BDE shall be carried out every 2 (two) years, as from the disclosure of the results of the IDEB or another national educational quality index that may replace it.

**22.4.** The INDEPENDENT VERIFIER shall inform the GRANTING AUTHORITY of the data relating to the measurement of the OUTCOME-BASED PERFORMANCE INDICATORS, the assessment of eligibility for the premium and its amounts, in the EDUCATIONAL PERFORMANCE BONUS REPORT (RBDE), subject to the provisions of this AGREEMENT, APPENDIX I – BONUS FOR EXCEPTIONAL PERFORMANCE of EXHIBIT E and EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES.

**22.4.1.** The measurement of the OUTCOME-BASED PERFORMANCE INDICATORS, regardless of its outcome, shall not result in any disallowances, penalties or reductions in the MONTHLY AVAILABILITY PAYMENTS due by the PUBLIC AUTHORITY to the CONCESSIONAIRE, as calculated pursuant to EXHIBIT E – PERFORMANCE INDICATORS and EXHIBIT F – PAYMENT MECHANISM.

**22.4.2.** Once eligibility for the premium has been verified and communicated to the GRANTING AUTHORITY by the INDEPENDENT VERIFIER, its amount shall be included in the budget proposals for the 2 (two) subsequent fiscal years, together with the appropriation referred to in subclause 20.2.3.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 22.5.** The amount of the BDE shall not exceed 5% (five percent) of the result of the sum of the EFFECTIVE MONTHLY AVAILABILITY PAYMENTS paid during the two-year assessment period, subject to the calculation method set forth in APPENDIX I – BONUS FOR EXCEPTIONAL PERFORMANCE of EXHIBIT E.
- 22.6.** Payment of the BDE shall be made in 24 (twenty-four) equal and successive monthly installments, over the two fiscal years following the year of assessment, counted as from the month of January of the first year of the payment biennium.
- 22.6.1.** The premium installments shall be settled jointly with the EFFECTIVE MONTHLY AVAILABILITY PAYMENTS, upon submission by the CONCESSIONAIRE of a specific invoice, separate from that provided for in subclause 20.6.
- 22.6.2.** The CONCESSIONAIRE shall include, in the specific invoice referred to in subclause 22.6.1, reference to the installment number and to the assessment year of the BONUS FOR EXCEPTIONAL PERFORMANCE.
- 22.6.3.** Upon receipt of the specific invoice, the GRANTING AUTHORITY shall carry out the procedures set forth in subclauses 20.6.1 and 20.6.2.
- 22.7.** In the event of total or partial default in payment of the BDE, the provisions of subclauses 20.7 to 20.7.3 shall apply.
- 22.8.** The impossibility of assessing any of the OUTCOME-BASED PERFORMANCE INDICATORS, whether for reasons attributable or not attributable to the CONCESSIONAIRE, shall result in the ineligibility for the BONUS FOR EXCEPTIONAL PERFORMANCE for the respective biennium or assessment period.
- 22.8.1.** The assessment of eligibility for the bonus shall be carried out normally in the assessment procedure subsequent to that characterized pursuant to subclause 22.8.
- 22.8.2.** Without damage to subclauses 22.8 and 22.8.1, the PARTIES may agree on the redistribution of the weights of the OUTCOME-BASED PERFORMANCE INDICATORS in the context of a periodic contractual review.
- 22.8.3.** The circumstance set forth in subclause 22.8 shall not give rise to any right to economic and financial balance reestablishment under this AGREEMENT, since the BDE does not

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

constitute revenue of the CONCESSIONAIRE.

**22.9.** The existence of the BDE does not exclude, limit or replace the right to economic and financial balance reestablishment in the cases legally provided for.

**22.9.1.** The incurrence of excess capital and operating costs by the CONCESSIONAIRE, exclusively for the purpose of achieving the OUTCOME-BASED PERFORMANCE INDICATORS, shall not give rise to any right to economic and financial balance reestablishment of the AGREEMENT.

**22.10.** In the event of a dispute regarding the assessment of eligibility for and the amount of the BDE carried out by the INDEPENDENT VERIFIER and set forth in the EDUCATIONAL PERFORMANCE BONUS REPORT (RBDE), the PARTIES may submit the matter to the dispute resolution mechanisms provided for in Chapter XI of this AGREEMENT.

**22.10.1.** Any payment of the premium deemed payable shall be suspended until resolution of the dispute referred to in subclause 22.10.

### **23. ANCILLARY REVENUES**

**23.1.** The CONCESSIONAIRE may, subject to the prior consent of the GRANTING AUTHORITY, exploit sources of ANCILLARY REVENUES, provided that such exploitation shall not compromise the quality standards of the SERVICES that are the object of the CONCESSION, and shall comply with the conditions and limits set forth in this clause and in the legislation and regulations applicable to the operation of the EDUCATIONAL UNITS.

**23.1.1.** By way of non-exclusive and non-exhaustive examples, the following activities may be exploited by the CONCESSIONAIRE as ANCILLARY REVENUES:

- a.** Operation of school cafeterias, in compliance with the applicable sanitary and educational regulations;
- b.** Leasing of spaces for events, courses, fairs or cultural activities compatible with the use and function of the EDUCATIONAL UNITS;
- c.** Use of spaces on the walls of the buildings of the EUs for advertising purposes, provided that advertising for political and electoral purposes, as well as for

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

products harmful to the physical and mental health of students, is prohibited, pursuant to Article 1 of State Law No. 13,182/1999;

- d. Generation and commercialization of photovoltaic solar energy;
- e. Use and commercialization of reclaimed water; and
- f. Selective collection and commercialization of recyclable materials.

**23.2.** The exploitation of ANCILLARY REVENUES by the CONCESSIONAIRE shall respect and preserve the annual calendar of events of the Minas Gerais Public School System, as well as the priority of the GRANTING AUTHORITY in the use of the spaces of the EDUCATIONAL UNITS.

**23.2.1.** Under no circumstances may the exploitation of ANCILLARY REVENUES by the CONCESSIONAIRE impair the performance of the PEDAGOGICAL SERVICES or of the services granted.

**23.3.** The CONCESSIONAIRE shall submit the ANCILLARY REVENUES COMMERCIAL PLAN whenever it seeks authorization from the GRANTING AUTHORITY for their exploitation, and shall submit it for review by the INDEPENDENT VERIFIER and the GRANTING AUTHORITY.

**23.3.1.** The plan prepared by the CONCESSIONAIRE shall include a legal, technical, and economic-financial feasibility project, as well as evidence of the compatibility of the intended commercial exploitation with the legal and regulatory provisions applicable to the AGREEMENT, clearly demonstrating that under no circumstances will there be any detriment to the pedagogical activity of the EUs, to the EDUCATIONAL COMMUNITY, or to the SERVICES provided within the scope of the CONCESSION.

**23.3.2.** The INDEPENDENT VERIFIER shall issue a technical opinion, within a period of up to 20 (twenty) days, regarding the technical and operational feasibility of the intended activity, with the GRANTING AUTHORITY reserving the exercise of its decision-making authority as to the compatibility of the intended activity with the public education policy and other rules applicable to the PEDAGOGICAL SERVICES.

**23.3.3.** The GRANTING AUTHORITY shall issue its decision on the ANCILLARY REVENUES

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

COMMERCIAL PLAN submitted by the CONCESSIONAIRE within 10 (ten) days, counted from the date of receipt of the technical opinion issued by the INDEPENDENT VERIFIER.

**23.4.** The GRANTING AUTHORITY may deny the request for authorization for the exploitation of a given ANCILLARY REVENUE, at its discretion, by means of a reasoned decision.

**23.5.** Any transaction carried out by the CONCESSIONAIRE with RELATED PARTIES within the scope of ANCILLARY REVENUES shall be reported to the GRANTING AUTHORITY, together with sufficient information for the respective assessment.

**23.5.1.** The GRANTING AUTHORITY may assess the transaction referred to in the subclause above in order to verify whether it was carried out under arm's-length market conditions, and may, for such purpose, directly request from the CONCESSIONAIRE any information it deems necessary for its analysis.

**23.6.** The investments made by the CONCESSIONAIRE for the development and exploitation of ANCILLARY REVENUES shall also be accounted for separately and shall not be considered for purposes of the economic and financial balance of the AGREEMENT or for the payment of any indemnities in the event of termination of the AGREEMENT.

**23.7.** The ANCILLARY REVENUES shall be accounted for separately by the CONCESSIONAIRE:

- a.** for each ANCILLARY REVENUE to be exploited, the CONCESSIONAIRE shall submit an ANCILLARY REVENUES COMMERCIAL PLAN; and
- b.** the GRANTING AUTHORITY shall be entitled to share in the gross revenue obtained from the exploitation of each type of ANCILLARY REVENUES, in a percentage of up to 15% (fifteen percent) of the respective result, as defined on a case-by-case basis, according to the particularities of each exploited activity, the public interest involved, and the expected results.

**23.7.1.** The GRANTING AUTHORITY shall offset the amount due to it, pursuant to subclause 23.7, "b", based on a deduction calculation prepared by the INDEPENDENT VERIFIER in the corresponding ASSESSMENT QUARTER, by means of a reduction of the amount

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT in the month following the computation of the ANCILLARY REVENUE.

**23.8.** The exploitation of activities or the dissemination of advertising that infringe the legislation in force shall not be permitted, especially with regard to the use of symbols and identifiers used by the State, as well as those that offend morals and ethics, are of a religious or partisan political nature, or that may impair the operational development of the PEDAGOGICAL SERVICES.

**23.9.** The holding of official events included in the official calendar of the State Education System shall not constitute an extraordinary activity under the CONCESSION and shall not be considered the exploitation of ANCILLARY REVENUES by the CONCESSIONAIRE.

**23.10.** The term of all commercial exploitation agreements entered into by the CONCESSIONAIRE shall not exceed the CONCESSION TERM, and it shall be incumbent upon the CONCESSIONAIRE to adopt all pertinent measures for the handover of the areas and structures subject to exploitation free and clear of any assets and rights, including without any residual value, tax, charge, obligation, encumbrance, and without any burden whatsoever to the GRANTING AUTHORITY.

**23.11.** The CONCESSIONAIRE may elect to carry out the activities covered by this clause through its subsidiaries or controlled companies, provided that the accounting analysis of the ANCILLARY REVENUES is made possible.

## **CHAPTER V – CONCESSIONAIRE**

### **24. STRUCTURE OF THE CONCESSIONAIRE**

**24.1.** The CONCESSIONAIRE is an SPE, incorporated as a corporation, having as its sole corporate purpose the exploitation of the CONCESSION, with the express prohibition on performing any acts unrelated to such purposes.

**24.2.** Throughout the CONCESSION TERM, the bylaws of the CONCESSIONAIRE may be amended without the need for prior consent of the GRANTING AUTHORITY, except in cases of amendment of the corporate purpose, share capital, merger, spin-off, transformation, incorporation, or change of CONTROL, and other situations that, directly or indirectly, may

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

result in a substantial change in the participation of a shareholder holding the TECHNICAL QUALIFICATION required in the TENDER.

**24.3.** Throughout the CONCESSION TERM or until the full liquidation of the CONCESSIONAIRE, whichever occurs later, the registered office of the CONCESSIONAIRE shall be located in Belo Horizonte.

**24.4.** The subscribed share capital of the CONCESSIONAIRE shall be equal to or greater than the amounts set forth below, as of the AGREEMENT SIGNING DATE:

- a.** BRL 45,662,558.92 (forty-five million, six hundred and sixty-two thousand, five hundred and fifty-eight reais and ninety-two centavos) for SUBLOT 1;
- b.** BRL 79,168,755.78 (seventy-nine million, one hundred and sixty-eight thousand, seven hundred and fifty-five reais and seventy-eight centavos) for SUBLOT 2;
- c.** R BRL 124,831,314.70 (one hundred and twenty-four million, eight hundred and thirty-one thousand, three hundred and fourteen reais and seventy centavos) for the GLOBAL LOT.

**24.4.1.** The amounts indicated above shall be updated at the time of their effective capitalization, based on the variation of the IPCA/IBGE calculated as from the AGREEMENT SIGNING DATE.

**24.4.2.** The CONCESSIONAIRE shall comply with the following rules for the reduction of its share capital:

**24.4.2.1.** The CONCESSIONAIRE may reduce its share capital, subject to the prior and express consent of the GRANTING AUTHORITY.

**24.4.2.2.** In the event of subclause 24.4.2.1, the CONCESSIONAIRE shall submit to the GRANTING AUTHORITY the request for prior consent at least 15 (fifteen) days in advance of the desired date for the reduction of its share capital.

**24.4.2.3.** Requests for reduction of the share capital of the CONCESSIONAIRE shall only be examined after 02 (two) years have elapsed from the completion of the works of all EDUCATIONAL UNITS, and it shall be incumbent upon the GRANTING

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

AUTHORITY to decide on their acceptance or rejection in a reasoned manner.

- 24.4.2.4.** After any reduction of capital carried out pursuant to subclause 24.4.2.1, the GRANTING AUTHORITY may determine the restoration of the share capital amount to the original levels defined in subclause 24.4 if the CONCESSIONAIRE obtains the minimum score in any of the PERFORMANCE INDICATORS, without damage to the application of the penalties set forth in EXHIBIT I – PENALTIES.
- 24.4.3.** The resources available to the CONCESSIONAIRE shall be applied exclusively to the development of activities related to the CONCESSION, with the sole exception of financial investments.
- 24.4.3.1.** The reduction of the minimum share capital of the CONCESSIONAIRE without the prior consent of the GRANTING AUTHORITY shall constitute an event of forfeiture of the CONCESSION.
- 24.4.4.** In the event that the share capital is paid in with assets, the valuation process shall strictly observe the applicable regulations.
- 24.4.5.** The CONCESSIONAIRE undertakes to keep the GRANTING AUTHORITY permanently informed about the capitalization of its share capital, and the GRANTING AUTHORITY may carry out the diligence and audits necessary to verify the regularity of the situation.
- 24.5.** The CONCESSIONAIRE shall comply with corporate governance standards and adopt standardized accounting and financial statements, in accordance with the accounting practices adopted in Brazil, based on Federal Law No. 6,404, of December 15, 1976, as amended, and on the Accounting Standards issued by the Federal Accounting Council (“Conselho Federal de Contabilidade” – CFC).
- 24.6.** The fiscal year of the CONCESSIONAIRE shall coincide with the calendar year.
- 24.7.** The term of existence of the CONCESSIONAIRE shall be at least equal to the CONCESSION TERM, plus the time necessary for the liquidation and extinction of all its obligations.
- 24.8.** The CONCESSIONAIRE shall prepare and submit to the GRANTING AUTHORITY, for information purposes, within 45 (forty-five) days counted from the ORDER TO COMMENCE

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

THE AGREEMENT, and publish on an electronic website, a policy governing transactions with its RELATED PARTIES, which shall establish, at a minimum, compliance with best practices for the selection and contracting of third parties and an anti-corruption policy.

**24.9.** Agreements entered into between the CONCESSIONAIRE and its RELATED PARTIES shall have their summary published on an electronic website, and shall include the following information:

**24.9.1.** identification of the RELATED PARTY;

**24.9.2.** subject matter of the agreement;

**24.9.3.** term of the agreement; and

**24.9.4.** general payment conditions and the form of adjustment applicable to the agreement.

## **25. CONTROL OF THE CONCESSIONAIRE**

**25.1.** The effective CONTROL of the CONCESSIONAIRE, understood as the ownership of the majority of the voting capital, represented by registered common shares with voting rights, or the exercise, in fact and in law, of the decision-making power to manage its activities, as regulated in any shareholders' agreement of the CONCESSIONAIRE or similar instrument with the same purpose, pursuant to Article 116 of Federal Law No. 6,404/1976, shall be exercised in compliance with best corporate law practices and with the provisions of the applicable legislation.

**25.2.** The ownership of the CONTROL of the CONCESSIONAIRE shall be exercised by the individual company or by the members of the CONSORTIUM that is the winner of the TENDER, in proportion to their respective participation in the CONSORTIUM.

## **26. TRANSFER AND MODIFICATION OF CONTROL OF THE CONCESSIONAIRE AND ASSIGNMENT**

**26.1.** The PARENT COMPANY may only transfer or modify the CONTROL of the CONCESSIONAIRE, as regulated in any shareholders' agreement of the CONCESSIONAIRE or similar instrument with the same purpose, upon prior and express

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

authorization of the GRANTING AUTHORITY, under penalty of declaration of forfeiture of the CONCESSION, except for any transfer of corporate CONTROL to the FINANCIERS, as regulated by Clause 36.

**26.1.1.** For the purposes of subclause 26.1, both direct and indirect CONTROL of the CONCESSIONAIRE shall be taken into consideration.

**26.2.** Within a period of 30 (thirty) days counted from the notification by the CONCESSIONAIRE, the GRANTING AUTHORITY shall issue a written decision regarding the request for transfer of CONTROL, either authorizing it, rejecting it, or setting forth requirements for its authorization, always by means of a reasoned decision.

**26.2.1.** When analyzing requests for transfer of CONTROL submitted by the CONCESSIONAIRE, the GRANTING AUTHORITY shall verify the TECHNICAL QUALIFICATION and the ECONOMIC AND FINANCIAL QUALIFICATION of the legal entity intending to assume CONTROL, observing, insofar as applicable, the requirements set forth in the TENDER NOTICE.

**26.3.** The CONCESSIONAIRE may not assign the CONCESSION to third parties, except upon prior and express authorization of the GRANTING AUTHORITY, under penalty of declaration of forfeiture of the CONCESSION.

**26.3.1.** The authorization by the GRANTING AUTHORITY shall observe the same criteria set forth in subclause 26.2.1 above.

## **27. SUB-CONCESSION**

**27.1.** The CONCESSIONAIRE may only establish a sub-concession of the CONCESSION upon prior and express authorization of the GRANTING AUTHORITY, under penalty of declaration of forfeiture of the CONCESSION, in compliance with the provisions of Article 26 of Federal Law No. 8,987/1995.

**27.1.1.** In order to grant consent to the sub-concession of the CONCESSION, the GRANTING AUTHORITY shall ground its decision on the technical and economic conditions of the legal entity intending to assume the sub-concession, observing, insofar as applicable, the requirements set forth in the TENDER NOTICE.

## **28. OBLIGATIONS OF THE PARENT COMPANY AND OF THE MINORITY SHAREHOLDERS OF THE SPE**

**28.1.** The PARENT COMPANY shall ensure that the CONCESSIONAIRE is provided with the technical capacity necessary for the performance of the AGREEMENT, by sharing or assigning to it, free of charge or for consideration, to the extent permitted by the APPLICABLE LAW, the experience and know-how required by the TENDER NOTICE.

**28.2.** Throughout the entire term of the AGREEMENT, the corporate CONTROL of the CONCESSIONAIRE may only be modified in accordance with subclause 26.1.

**28.3.** The payment of the share capital of the CONCESSIONAIRE shall occur in the forms and within the deadlines set forth in subclause 24.4.

**28.4.** The PARENT COMPANY may not, without the express authorization of the GRANTING AUTHORITY, terminate the relationship with any SUBCONTRACTED CONSTRUCTION COMPANY or SUBCONTRACTED ENTITY, or with any qualified professional that provided a certificate of TECHNICAL QUALIFICATION at the time of the TENDER.

**28.4.1.** The GRANTING AUTHORITY shall accept the substitution referred to in subclause 28.4 provided that the substitute party meets the TECHNICAL QUALIFICATION requirements set forth in the TENDER NOTICE.

**28.5.** The requirement for prior approval by the GRANTING AUTHORITY, established in subclause 28.4, shall apply to any of the minority shareholders of the SPE that maintains a relationship with any person referred to in subclause 28.4.

## **29. SUBCONTRACTING**

**29.1.** Without damage to the responsibilities and risks set forth in this AGREEMENT, the CONCESSIONAIRE may contract third parties for the performance of ancillary, inherent, or complementary activities related to the SERVICES, as well as for the implementation of associated projects, provided that such contracting does not exceed the CONCESSION TERM.

**29.1.1.** Contracts entered into by the CONCESSIONAIRE with third parties shall not establish any relationship between such third parties and the GRANTING AUTHORITY, and the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

CONCESSIONAIRE shall remain solely responsible to the GRANTING AUTHORITY for any damages caused by its subcontractors.

- 29.1.2.** The performance of activities contracted with third parties shall require compliance with the regulatory rules of the CONCESSION.
- 29.1.3.** In contracts for the subcontracting of activities directly related to the provision of the SERVICES, the CONCESSIONAIRE shall include a clause providing that, in the event of termination of the CONCESSION, the GRANTING AUTHORITY may, in accordance with Clause 46.2, "c", assume the position of the CONCESSIONAIRE in the relevant agreement.
- 29.1.4.** Third parties contracted by the CONCESSIONAIRE shall have technical capacity compatible with best practices for the performance of their activities, which may be evidenced by certificates issued in the name of the subcontracted companies, as provided for in the TENDER NOTICE.
- 29.1.5.** Communications between the PARTIES and requests for corrective actions by the GRANTING AUTHORITY in relation to the CONCESSIONAIRE shall take place through the representatives designated by the CONCESSIONAIRE.
- 29.1.6.** Contracts between the CONCESSIONAIRE and third parties contracted by it shall be governed by labor law and private law provisions, and under no circumstances shall any relationship of any nature be established between the employees and contracted third parties and the GRANTING AUTHORITY.
- 29.1.7.** The GRANTING AUTHORITY shall bear no labor, social security, tax, accident-related, or any other liability in relation to third parties contracted by the CONCESSIONAIRE.
- 29.1.8.** The replacement of the CONTRACTED CONSTRUCTION COMPANY may only occur upon prior consent of the GRANTING AUTHORITY, provided that it does not impair or place at risk the performance of the AGREEMENT.
- 29.1.9.** The GRANTING AUTHORITY may, at any time, request information regarding the contracting of third parties by the CONCESSIONAIRE for the performance of the AGREEMENT.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**29.1.10.** The GRANTING AUTHORITY's knowledge of any agreements entered into with third parties shall not release the CONCESSIONAIRE from the full or partial performance of its obligations under this AGREEMENT.

**29.1.11.** Pursuant to Article 122, paragraph 3, of Federal Law No. 14,133/2021, the subcontracting of a natural person or legal entity is prohibited if such person, or the officers thereof, maintain a technical, commercial, economic, financial, labor, or civil relationship with an officer of the GRANTING AUTHORITY or of its contracting body, or with a public agent who performs a role in the TENDER or acts in the inspection or management of the AGREEMENT, or if they are a spouse, partner, or relative by blood or affinity, in the direct or collateral line, up to the third degree.

### **30. INTELLECTUAL PROPERTY**

**30.1.** The CONCESSIONAIRE shall obtain the licenses or authorizations required for the use of third-party intellectual property rights during the performance of the AGREEMENT.

**30.2.** Intellectual property rights held by the CONCESSIONAIRE shall be registered in accordance with the law.

**30.3.** Any work or invention whose conception has been entrusted to a third party that maintains an employment relationship or a corporate or contractual link with the CONCESSIONAIRE shall, for the purposes of performance of the AGREEMENT, be deemed to be the exclusive property of the CONCESSIONAIRE, which shall be entitled to exercise all rights of exploitation of the conceived work or invention.

**30.3.1.** The CONCESSIONAIRE undertakes to take the necessary measures to ensure ownership of, or assignment in its favor of, the copyright related to the work or invention referred to in the clause above, and shall be fully responsible for any claim by third parties regarding such work or invention.

**30.4.** The CONCESSIONAIRE shall hold harmless, assist in the defense of, and indemnify the GRANTING AUTHORITY against any losses arising from any action based on infringement of third-party intellectual property rights.

**30.5.** The same rule shall apply in the event that the GRANTING AUTHORITY uses intellectual

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

property rights within the scope of the AGREEMENT, in which case the CONCESSIONAIRE shall be held harmless, assisted in the defense, and indemnified in the event of infringement of intellectual property rights by the GRANTING AUTHORITY.

**30.6.** The CONCESSIONAIRE shall take the necessary measures to enable the GRANTING AUTHORITY to use the intellectual property rights directly or indirectly linked to the provision of the SERVICES after termination of the AGREEMENT, for any reason whatsoever.

## **CHAPTER VI – CONTRACTUAL REVIEWS AND ECONOMIC AND FINANCIAL BALANCE**

### **31. ORDINARY REVIEWS**

**31.1.** At each five-year cycle, counted from the EFFECTIVENESS DATE, the PARTIES shall carry out a process for reviewing the parameters of the CONCESSION in relation to the following aspects, with any change to the risk allocation being expressly prohibited:

- a. Minimum specifications of the INVESTMENTS and SERVICES, for the purpose of improving the provision of the SERVICES;
- b. PERFORMANCE INDICATORS, including OUTCOME-BASED PERFORMANCE INDICATORS, with the objective of ensuring adequate economic incentives to stimulate continuous improvement in the performance of this AGREEMENT;
- c. Obligations described in EXHIBIT B – SERVICES SPECIFICATIONS;
- d. Assessment of the furniture, equipment, and infrastructure employed in the provision of the CONCESSION SERVICES, with the purpose of determining their quantitative and qualitative adequacy, any eventual need for replacement or TECHNOLOGICAL UPDATE, which shall be carried out by the CONCESSIONAIRE, without any right to economic and financial rebalancing of the AGREEMENT; and
- e. Other relevant items of the CONCESSION.

**31.2.** Demands for new investments in the CONCESSION shall preferably be implemented within the scope of the ORDINARY REVIEW, in order to improve the planning and execution of such investments.

**31.3.** The implementation of any changes resulting from the review process provided for in this

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

subclause shall necessarily be preceded by a reasonable period, to be mutually agreed by the PARTIES.

- 31.4.** The review process shall be initiated by the GRANTING AUTHORITY, ex officio, every five (5) years, or whenever it deems it necessary, or, alternatively, at the request of the CONCESSIONAIRE.
- 31.5.** The maximum period for initiating the review process is sixty (60) days, counted from the review milestone provided for in subclause 31.4.
- 31.6.** The review process shall be completed within a maximum period of six (6) months, after which either of the PARTIES that considers itself adversely affected may resort to the dispute resolution mechanisms provided for in this AGREEMENT.
- 31.7.** After twelve (12) months have elapsed from the issuance of the last NOTICE TO PROCEED, the GRANTING AUTHORITY shall conduct an analysis of the behavior of the PERFORMANCE INDICATORS in order to assess the effective demand for the SERVICES provided, the actual profile of cases, and to verify the adequacy of the established targets, and may eventually proceed with the review of the PERFORMANCE INDICATORS and their respective activity weights, as negotiated with the CONCESSIONAIRE based on technical criteria, pursuant to EXHIBIT E – PERFORMANCE INDICATORS.
- 31.8.** The review process shall be concluded by agreement between the PARTIES, and its results shall be duly documented and, if they entail amendments to the AGREEMENT, shall be incorporated through a contractual amendment to be executed by the PARTIES.
- 31.9.** The PARTIES may be assisted by technical consultants of any specialty during the course of the review process, and the opinions, reports, studies, or expert opinions issued by such consultants shall be included in the proceedings in order to expressly set out the reasons that led the PARTIES to the final agreement or to any eventual disagreement.
- 31.10.** Meetings, hearings, or negotiations held during the course of the review process shall be duly recorded.
- 31.11.** Amendments made within the scope of the review process referred to in this clause may give rise to the recomposition of the economic and financial balance of the CONCESSION,

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

in favor of either of the PARTIES, pursuant to the terms of this AGREEMENT.

**31.11.1.** In the case referred to in item “c” of subclause 31.1, the following shall be observed:

**31.11.1.1.** The expenses and investments incurred by the CONCESSIONAIRE for the purpose of ensuring the technological currency of the SERVICES, including compliance with the PERFORMANCE INDICATORS and other requirements established in this AGREEMENT and its EXHIBITS, shall be amortized over the CONCESSION TERM, and the CONCESSIONAIRE shall not be entitled to any indemnification or to the economic and financial rebalancing of the AGREEMENT in such cases; and

**31.11.1.2.** The incorporation of non-essential technological innovation, understood as any innovation not provided for in EXHIBIT B – SERVICES SPECIFICATIONS, by the CONCESSIONAIRE, when determined by the GRANTING AUTHORITY, shall give rise to the recomposition of the economic and financial balance of the AGREEMENT, subject to the methodology established herein.

**31.12.** The PARTIES may request the technical opinion of the INDEPENDENT VERIFIER, or other involved technical bodies and entities, whose costs and cost-sharing arrangements shall be agreed between the PARTIES, as applicable.

## **32. EXTRAORDINARY REVIEWS**

**32.1.** Either of the PARTIES may request the extraordinary review of the AGREEMENT in view of the actual or imminent materialization of an event whose consequences are sufficiently severe so as to give rise to the need for urgent assessment and measures, always with a view to ensuring the regularity, continuity, efficiency, safety, technological currency, and universality of the SERVICES.

**32.2.** The request shall be accompanied by the reasons justifying the proposed review, together with the details, surveys, studies, or technical opinions deemed relevant.

**32.2.1.** If the EXTRAORDINARY REVIEW process is initiated at the request of the CONCESSIONAIRE, it shall submit the necessary supporting elements to demonstrate to the GRANTING AUTHORITY that the failure to immediately address the event may result in a risk of disruption to the continuity or regularity of the provision of the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

SERVICES.

**32.2.2.** The GRANTING AUTHORITY shall have a period of sixty (60) days, counted from the formalization of the request submitted by the CONCESSIONAIRE, to assess whether the reasons presented justify immediate treatment and whether the severity of the consequences supports the non-observance of the ordinary procedure for reviewing the AGREEMENT, thereby substantiating the importance of not awaiting the time lapse required for the processing of the subsequent ordinary review.

**32.3.** In assessing the request submitted pursuant to the previous subclause, the PARTIES may consult the technical opinion of the INDEPENDENT VERIFIER, or other involved technical bodies and entities.

**32.4.** Without damage to the provisions of the subclause above, the amendments made within the scope of the review process referred to in this clause may give rise to the recomposition of the economic and financial balance of the CONCESSION, in favor of either of the PARTIES, pursuant to this AGREEMENT, subject to the risk allocation established herein.

**32.5.** The extraordinary review procedure shall be concluded by agreement between the PARTIES, formalized through an amendment to the AGREEMENT.

**32.6.** The request for CONTINGENT INVESTMENTS by the GRANTING AUTHORITY shall preferably be processed within the scope of an EXTRAORDINARY REVIEW.

### **33. CONTINGENT INVESTMENTS**

**33.1.** CONTINGENT INVESTMENTS subject to execution at the discretion of the GRANTING AUTHORITY are: (i) the construction of up to three (3) new EDUCATIONAL UNITS located in SUBLOT 02, and (ii) the execution of EXPANSIONS in five (5) EDUCATIONAL UNITS, of which two (2) are located in SUBLOT 01 and three (3) in SUBLOT 02, in accordance with APPENDIX V – MAPPING OF EDUCATIONAL UNITS FOR CONTINGENT INVESTMENTS of EXHIBIT A.

**33.1.1.** CONTINGENT INVESTMENTS shall be mandatorily executed by the CONCESSIONAIRE, upon a reasoned request by the GRANTING AUTHORITY, after approval of the execution proposal prepared by the CONCESSIONAIRE and

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

the execution of an amendment, under conditions agreed between the PARTIES, with the request for such execution being subject to:

- a) the existence of a defined and identified demand as determined by the GRANTING AUTHORITY;
- b) the existence of budgetary provision for the inclusion of the CONTINGENT INVESTMENT, considering the budgetary impact arising from any potential need to increase the MONTHLY AVAILABILITY PAYMENT due to the CONCESSIONAIRE;
- c) the proper economic and financial rebalancing of the AGREEMENT, in accordance with subclause 35.3.3.2;
- d) sufficient advance time for the review and approval of the ARCHITECTURE AND ENGINEERING TECHNICAL DOCUMENTS to be submitted by the CONCESSIONAIRE and for obtaining licenses, through the establishment of adequate deadlines to comply with the procedures provided for in subclauses 33.2 to 33.4;
- e) any eventual need for adjustments to the INSURANCE PLAN and the PERFORMANCE GUARANTEE, so that such documents reflect the need to contract insurance policies or structure other operations ensuring the timely, quantitative, and qualitative fulfillment of the CONTINGENT INVESTMENTS;
- f) the necessary alignment with the MACRO IMPLEMENTATION SCHEDULE in force and under execution by the CONCESSIONAIRE; and
- g) in the case of EXPANSIONS, the complete optimization, from a technical and operational standpoint, of the existing spaces in the EDUCATIONAL UNITS listed in APPENDIX V – MAPPING OF EDUCATIONAL UNITS FOR CONTINGENT INVESTMENTS of EXHIBIT A, avoiding the construction of new classrooms while idle or underutilized environments still exist.

**33.1.2.** In calculating any economic and financial rebalancing resulting from the determination to execute CONTINGENT INVESTMENTS, the costs incurred by

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

the CONCESSIONAIRE in preparing the respective proposal, as provided for in subclause 33.5, shall be taken into account, without damage to any other compensations demonstrably due.

**33.1.3.** The request for CONTINGENT INVESTMENTS by the GRANTING AUTHORITY shall preferably be processed within the scope of an EXTRAORDINARY REVIEW, subject to the rules set forth in subclause **Erro! Fonte de referência não encontrada.** of this AGREEMENT.

**33.2.** After receipt of the request, the CONCESSIONAIRE shall submit to the GRANTING AUTHORITY a proposal for the execution of the CONTINGENT INVESTMENTS, containing:

- a) reference technical detailing of the CONTINGENT INVESTMENT, including execution planning of its object, physical and financial schedule, and detailed budget, based on available public and private sector market price references, prepared using an expedited or parametric methodology, and an indication of any technical and economic-financial impacts on the CONCESSION to be allocated in the amendment provided for in subclause 33.4; e
- b) the ARCHITECTURE AND ENGINEERING TECHNICAL DOCUMENTS and any initial technical surveys supporting them, such as topographic surveys, structural reports, diagnoses of existing networks, among others necessary for the proper characterization of the required interventions.

**33.3.** The GRANTING AUTHORITY shall analyze the admissibility and adequacy of the proposal for execution of the CONTINGENT INVESTMENTS submitted by the CONCESSIONAIRE, in accordance with the requirements set forth in subclause 33.2, and may rely on the support of the INDEPENDENT VERIFIER to confirm the compatibility of the values presented with market prices, observing legal parameters and best practices in force.

**33.4.** Upon completion of the analysis, the GRANTING AUTHORITY may: (i) accept it; (ii) request adjustments, supplements, or corrections, setting a reasonable deadline for the CONCESSIONAIRE to resubmit a revised version; or (iii) decide not to proceed with the execution of the CONTINGENT INVESTMENTS.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**33.5.** Once the proposal for execution of the CONTINGENT INVESTMENTS prepared by the CONCESSIONAIRE has been accepted, the GRANTING AUTHORITY shall authorize the execution of the CONTINGENT INVESTMENT through the execution of an amendment with conditions agreed between the PARTIES, which shall include, at a minimum:

- a) the characterization of the object of the CONTINGENT INVESTMENT;
- b) the respective ARCHITECTURE AND ENGINEERING TECHNICAL DOCUMENTS, the physical and financial implementation schedule, and the detailed budget;
- c) the method for recomposition of the economic and financial balance;
- d) specific provisions regarding the allocation of risks and responsibilities between the PARTIES, if necessary, in addition to what is already set forth in EXHIBIT J – RISK ALLOCATION MATRIX with respect to risks allocable to CONTINGENT INVESTMENTS;
- e) a clause providing for the increase of the minimum paid-in share capital of the CONCESSIONAIRE, proportional to the investments to be executed, observing the criterion established for the initial subscription of the CONCESSIONAIRE's share capital, pursuant to subclause 24.4, when applicable; and
- f) a clause ratifying the other conditions and obligations of the AGREEMENT and its EXHIBITS, or specifying any different treatment applicable thereto.

**33.6.** If the GRANTING AUTHORITY decides not to proceed with the execution of the CONTINGENT INVESTMENTS, the CONCESSIONAIRE shall be entitled to reimbursement of the costs demonstrably incurred in preparing the execution proposal referred to in subclause 33.2, which shall be processed in the form of economic and financial recomposition or even by a single payment, as provided for in subclause 35.3.3.2 and the other provisions of this AGREEMENT.

#### **34. ECONOMIC AND FINANCIAL BALANCE AND RISK ALLOCATION**

**34.1.** For all purposes, it is deemed that the conditions set forth in the AGREEMENT, the ECONOMIC PROPOSAL, the EXHIBITS and the TENDER NOTICE constitute the initial economic and financial balance of this AGREEMENT.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 34.1.1.** Subject to the assumptions established in the APPLICABLE LAW, as well as in the TENDER NOTICE, the EXHIBITS and this instrument, the AGREEMENT shall be subject to rebalancing in the event that an imbalance occurs in its economic and financial equation.
- 34.2.** Except for risks allocated differently by express provision of EXHIBIT J – RISK ALLOCATION MATRIX, and by other applicable provisions of this AGREEMENT and its EXHIBITS, the CONCESSIONAIRE assumes full responsibility for the risks inherent to the exploitation of the CONCESSION, the provision of the SERVICES and the execution of the INVESTMENTS.
- 34.3.** For the purposes of the economic and financial balance of this AGREEMENT, the CONCESSIONAIRE shall consider the following assumptions regarding the incidence of taxation on the activities, revenues and other payments provided for under this CONCESSION:
- 34.3.1.** No ISSQN tax exemption shall be considered;
- 34.3.2.** The non-cumulative incidence of PIS/COFINS on the revenue from all SERVICES corresponding to the PUBLIC AVAILABILITY PAYMENT shall be considered;
- 34.3.3.** No IPTU tax incidence on the EDUCATIONAL UNITS shall be considered;
- 34.3.4.** The employer social security contribution on the payroll, as provided for in items I and III of Article 22 of Federal Law No. 8,212/1991, shall be considered;
- 34.3.5.** Rebalancing shall apply, after the PUBLIC SESSION, in the event of the entry into force of legislative and constitutional changes resulting in the creation, merger or modification of taxes, or an increase in tax rates; and/or
- 34.3.6.** In the event of the creation, merger or modification of taxes, as well as increases in tax rates, which were not taken into account in the economic and financial studies for structuring the CONCESSION, even in cases arising from legislative or constitutional changes resulting from normative acts enacted prior to the PUBLIC SESSION.
- 34.3.7.** The effective implementation of Constitutional Amendment No. 132, of December 20, 2023, shall be considered as the creation, extinction or modification of taxes, and the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

CONCESSIONAIRE shall consider, as a contractual premise, tax incidence without the changes introduced by such amendment.

**34.4.** Taxes not expressly mentioned above shall be borne by the CONCESSIONAIRE, according to its interpretation and in the manner provided for in the legislation in force, and the GRANTING AUTHORITY shall not assume any risk regarding their incidence.

**34.4.1.** The CONCESSIONAIRE shall not be entitled to economic and financial rebalancing of the AGREEMENT due to the incidence of other taxes not mentioned in subclause 34.3, provided that such incidence results from the application of tax legislation in force on the envelope submission date.

**34.4.1.1.** In the event of a change in tax legislation after the envelope submission date, the provisions of subclause 19.2 shall apply.

**34.4.2.** In the event that, by determination of a tax or administrative authority, taxation is required under assumptions different from those established in the items of subclause 34.3, in a manner that increases the tax burden, the CONCESSIONAIRE shall immediately notify the GRANTING AUTHORITY, so that the latter may, at its discretion, join any proceedings that may be instituted, or take other appropriate measures to challenge the tax assessment or suspend its enforceability.

**34.4.3.** The CONCESSIONAIRE shall demonstrate that it has taken all measures within its reach, at the administrative and judicial levels, including the filing of all applicable appeals, to avoid taxation that is more onerous than that provided for in the items of subclause 34.3, as applicable.

**34.4.4.** The effective disbursement by the CONCESSIONAIRE, or court deposit, of amounts relating to IPTU levied on part or all of the CONCESSION AREA shall give rise to the economic and financial rebalancing of the AGREEMENT.

**34.4.4.1.** If the obligation to pay any amount relating to IPTU levied on the CONCESSION AREA is recognized, the assumption of such amount by the GRANTING AUTHORITY shall be carried out, in accordance with subclause 34.4.4.2, based on the amount effectively disbursed by the CONCESSIONAIRE for payment of the tax, subject to monetary adjustment of the amounts involved according to the same

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

critterion adopted for the adjustment of this AGREEMENT.

- 34.4.4.2.** Payment of the amounts due to the CONCESSIONAIRE, as provided for in subclause 34.4.4.1, shall be operationalized through an increase in the amount of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, for a term defined by the GRANTING AUTHORITY.
- 34.4.4.3.** If a higher court reconsiders, suspends or annuls an act or decision that determined the collection of IPTU, after the payment referred to in subclause 34.4.4.1, the economic and financial balance of the AGREEMENT shall be recomposed in favor of the GRANTING AUTHORITY, in an amount identical to the value recovered by the CONCESSIONAIRE, subject to monetary adjustment.
- 34.4.5.** The CONCESSIONAIRE shall be fully responsible for the detailed identification and knowledge of the risks assumed by it in the performance of its obligations under this AGREEMENT, and shall adopt the solutions, processes and techniques it deems most appropriate and efficient to mitigate the assumed risks, being responsible for the resulting consequences.
- 34.4.6.** The CONCESSIONAIRE declares that it has full knowledge of the nature and extent of the risks assumed by it in the CONCESSION and that it has taken such risks into account in the formulation of its ECONOMIC PROPOSAL.
- 34.4.7.** The CONCESSIONAIRE shall assume full responsibility for all risks inherent to the CONCESSION, except for those allocated differently under this AGREEMENT, pursuant to EXHIBIT J – RISK ALLOCATION MATRIX.
- 34.5.** Without damage to other risks expressly assumed by the GRANTING AUTHORITY under other clauses of this AGREEMENT, the GRANTING AUTHORITY shall assume the risks expressly allocated to it pursuant to EXHIBIT J – RISK ALLOCATION MATRIX.
- 34.6.** Risks shall be shared between the CONCESSIONAIRE and the GRANTING AUTHORITY in the situations described in EXHIBIT J – RISK ALLOCATION MATRIX, without damage to any express provisions set forth in the AGREEMENT and the EXHIBITS.

### **35. PROCEDURES FOR THE RECOMPOSITION OF THE ECONOMIC AND FINANCIAL BALANCE**

**35.1.** Whenever the conditions set forth in the AGREEMENT are met, and subject to the risk allocation defined in EXHIBIT J – RISK ALLOCATION MATRIX, the economic and financial balance of the AGREEMENT shall be deemed preserved.

**35.1.1.** The economic and financial imbalance of the AGREEMENT shall be deemed to exist when either PARTY suffers positive or negative effects resulting from an event whose risk has not been allocated to it and which demonstrably causes an imbalance in the economic and financial equation of the AGREEMENT.

**35.1.1.1.** No economic and financial rebalancing of the AGREEMENT shall arise from INVESTMENTS and interventions carried out by the CONCESSIONAIRE in the CONCESSION AREA on its own initiative, even if such investments and interventions have been approved by the GRANTING AUTHORITY.

**35.1.1.2.** Upon the materialization of an EVENT OF IMBALANCE, the recomposition of the economic and financial balance of the AGREEMENT shall only apply with respect to the portion of the claimed imbalance whose exact extent is duly evidenced by the claiming party, even if estimates are used to demonstrate the effective impact of the EVENT OF IMBALANCE when data allowing precise measurement are unavailable.

**35.1.1.3.** The recomposition of the economic and financial balance of the AGREEMENT presupposes the verification of the global economic conditions of the AGREEMENT and shall be limited to neutralizing the financial effects of the events causing contractual imbalance, as regulated under this AGREEMENT, considering, for the achievement of the intended neutralization, the economic-financial, tax and accounting effects resulting from the elected rebalancing measure.

**35.1.1.4.** The recomposition of the economic and financial balance of the AGREEMENT shall not prevent or hinder, when applicable, the application of the penalties provided for in EXHIBIT I – PENALTIES, in the event of conduct attributable to the CONCESSIONAIRE, and/or the triggering of the PUBLIC GUARANTEE in its favor, should the conduct be attributable to the GRANTING AUTHORITY.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**35.1.2.** The definition of the PARTY responsible for bearing the positive or negative effects of the materialization of risks related to the object of this AGREEMENT shall follow the provisions of this clause.

**35.1.2.1.** The CONCESSIONAIRE shall be exclusively responsible for bearing the positive or negative effects arising from the materialization of risks that have not been expressly allocated to the GRANTING AUTHORITY pursuant to EXHIBIT J – RISK ALLOCATION MATRIX, as well as the obligations incumbent upon it pursuant to subclause 14.1 and the other clauses of this AGREEMENT.

**35.1.2.2.** In the interpretation and application of subclauses 35.1.2 e 35.1.2.1, as well as in any and all situations under this AGREEMENT in which it is necessary to assess the PARTY to which a given risk inherent to the CONCESSION has been allocated, the contractual framework shall be considered in a comprehensive and contextualized manner, so that contractually allocated risks are understood as categories, and their derivations, specifications or subtypes shall be deemed an integral part of the risk under analysis.

**35.1.2.3.** The PARTIES agree that, in the comprehensive assessment of the risks contractually allocated to each PARTY pursuant to subclause 35.1.2.2 above, similar situations shall be deemed to be part of the same risk, understood as those in which there is equivalence of nature or characteristics, as well as similarity with respect to the conditions for addressing and mitigating the risk under analysis, in relation to risks expressly provided for in the text of this AGREEMENT.

**35.1.2.4.** Risks whose allocation is derived from the provisions of this subclause 35.1.2, even indirectly, shall be deemed, for all purposes, as risks originally allocated under the AGREEMENT, and the PARTY to which such risk is allocated shall assume all effects and address its eventual materialization.

**35.1.2.5.** The provisions of this clause may under no circumstances be interpreted or applied for the purpose of altering the risk allocation of the AGREEMENT, understood as the risk allocation governed by the AGREEMENT.

**35.2.** The procedure for recomposition of the economic and financial balance of the AGREEMENT may be initiated upon request by the CONCESSIONAIRE or the GRANTING

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

AUTHORITY, and it shall be incumbent upon the claiming PARTY to timely demonstrate the occurrence and identify the EVENT OF IMBALANCE.

**35.2.1.** The claiming PARTY shall identify the EVENT OF IMBALANCE and notify the other PARTY within a period not exceeding 180 (one hundred and eighty) days counted from its materialization, in order to safeguard the contemporaneity of contractual relations and enable the proper handling of the consequences of the EVENT OF IMBALANCE.

**35.2.1.1.** In cases where the imbalance results from a latent defect, the period referred to in subclause 35.2.1 shall be counted from the date of its identification.

**35.2.1.2.** Within the period provided for in subclause 35.2.1, the PARTY shall notify the other PARTY of the occurrence of the identified EVENT OF IMBALANCE, even if indicating provisional values and estimates subject to review, without damage to the possibility of supplementing the evidentiary record after such period, in cases where the EVENT OF IMBALANCE persists over a long period of time or, for any other reason, it is not possible to submit the recomposition request supported by all documents required under subclauses 35.2.2 or 35.2.6.

**35.2.1.3.** Failure to timely submit a request for economic and financial rebalancing, or submission in breach of the requirements set forth in this AGREEMENT, shall have preclusive effect.

**35.2.2.** When the request for recomposition of the economic and financial balance of the AGREEMENT is initiated by the CONCESSIONAIRE, it shall be submitted through a duly reasoned application and accompanied by all documents necessary to demonstrate the admissibility of the claim, including, without limitation, with respect to:

**35.2.2.1.** Precise identification of the EVENT OF IMBALANCE, accompanied, where applicable, by evidence that responsibility for the event is allocated to the GRANTING AUTHORITY;

**35.2.2.2.** A request, if applicable, for extraordinary review, provided that the potential compromise of the CONCESSIONAIRE's solvency or of the continuity of performance of the AGREEMENT and provision of the SERVICES is demonstrated as a result of the materialization of the EVENT OF IMBALANCE.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 35.2.2.2.1.** The potential compromise of the CONCESSIONAIRE's solvency or of the continuity of performance of the AGREEMENT and provision of the SERVICES shall be deemed demonstrated, among other hypotheses to be assessed by the GRANTING AUTHORITY, when, as a result of the materialization of risks allocated to the GRANTING AUTHORITY:
- 35.2.2.2.2.** there is a risk of imminent default of obligations, early maturity or acceleration of maturity under the FINANCING agreements entered into with the FINANCIERS; or
- 35.2.2.2.3.** one or more EVENTS OF IMBALANCE occur with an aggregate impact exceeding 5% (five percent) of the gross revenue accumulated in the 12 (twelve) months preceding the materialization of the event(s).
- 35.2.2.3.** Quantitative data of the imbalances effectively identified in the CONCESSIONAIRE's cash flow, with the date of occurrence of each of them, for the purpose of calculating the recomposition of the economic and financial balance of the AGREEMENT, pursuant to subclause 35.3.3, depending on the EVENT OF IMBALANCE;
- 35.2.2.4.** Evidence of the direct and indirect expenditures effectively incurred by the CONCESSIONAIRE as a result of the EVENT OF IMBALANCE giving rise to the claim, accompanied by an explanatory summary containing the accounting and tax regimes applicable to the revenues or costs allegedly affected by the imbalance; and
- 35.2.2.5.** In the event of an assessment of potential imbalances with future effects, a detailed demonstration of the assumptions and parameters used for the estimation of the impacts of the EVENT OF IMBALANCE on the CONCESSIONAIRE's cash flow.
- 35.2.3.** Upon submission of the claim by the CONCESSIONAIRE, the GRANTING AUTHORITY shall, within a maximum period of 60 (sixty) days, issue its position as to the admissibility of the claim, as well as assess whether the procedure for recomposition of the economic and financial balance of the AGREEMENT may be processed on an extraordinary basis.
- 35.2.3.1.** Where the urgency justification for the treatment of the EVENT OF IMBALANCE is

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

not justified or accepted by the GRANTING AUTHORITY, such event shall be addressed in the subsequent ordinary review.

**35.2.3.2.** The period referred to in subclause 35.2.3 may be extended upon justification, and the counting of such period may be suspended if it is necessary to request adjustments to or supplementation of the procedural documentation.

**35.2.4.** In assessing the claim, the PARTIES may, at any time, retain specific technical and/or economic expert reports.

**35.2.4.1.** At the discretion of the respondent PARTY, an audit may be conducted, through a specialized entity with recognized technical expertise, to ascertain the situation that gave rise to the request for recomposition of the economic and financial balance of the AGREEMENT, with the due participation of the PARTIES and with the transparency that allows them, directly or through an equivalent entity, to exercise technical adversarial review, with the costs borne by the PARTY that engaged the specialized entity, regardless of the outcome of the request for recomposition of the economic and financial balance of the AGREEMENT.

**35.2.4.2.** For the analysis of the CONCESSIONAIRE's claims, the GRANTING AUTHORITY may request specific expert reports from the CONCESSIONAIRE or studies prepared by bodies or entities of the State Public Administration, or even by independent entities, including the INDEPENDENT VERIFIER.

**35.2.5.** The GRANTING AUTHORITY, or whomever it designates, shall have unrestricted access to information, assets and facilities of the CONCESSIONAIRE or of third parties contracted by it, in order to verify the allegations made by the CONCESSIONAIRE in any request for rebalancing submitted.

**35.2.6.** The request for recomposition of the economic and financial balance of the AGREEMENT initiated ex officio by the GRANTING AUTHORITY shall be notified to the CONCESSIONAIRE, accompanied by copies of the relevant expert reports and studies, including, if applicable, the proposal for processing the claim under an extraordinary review.

**35.2.6.1.** Upon receipt of the notification regarding the EVENT OF IMBALANCE, the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

CONCESSIONAIRE shall have 60 (sixty) days to submit a reasoned response regarding the request for recomposition of the economic and financial balance of the AGREEMENT, and shall also, within the same period, comment on the proposal to process the request under an extraordinary review.

**35.2.6.2.** Taking into consideration the CONCESSIONAIRE's response, the GRANTING AUTHORITY shall have 30 (thirty) days to assess the admissibility of the recomposition of the economic and financial balance of the AGREEMENT and its possible processing under an extraordinary review.

**35.2.7.** The recomposition of the economic and financial balance of the AGREEMENT in favor of the CONCESSIONAIRE shall not be applicable:

**35.2.7.1.** When the losses suffered arise from negligence, recklessness, lack of expertise, incompetence or omission in the operation of the CONCESSION and in the provision of the SERVICES, as well as in the management of risks allocated to it;

**35.2.7.2.** When, in any manner and to any extent, the CONCESSIONAIRE has directly or indirectly contributed to the event giving rise to the imbalance, except where such contribution results from a situation essential to the preservation of the SERVICES or the REVERSIBLE ASSETS, and it is demonstrated that there was no less onerous means to do so; and

**35.2.7.3.** If the materialization of the events giving rise to the request for rebalancing by the CONCESSIONAIRE does not result in an effective impact on the contractual conditions and does not cause actual losses arising from an imbalance in the economic and financial equation of the AGREEMENT.

**35.2.8.** Once the materialization of any of the EVENTS OF IMBALANCE associated with the risks listed in the AGREEMENT is verified, the PARTIES shall, to the extent possible, negotiate in good faith the appropriate measures to mitigate the losses caused by the EVENTS OF IMBALANCE, to be considered in the measurement of the economic and financial imbalance of the AGREEMENT.

**35.2.8.1.** If the EVENT OF IMBALANCE referred to in subclause 35.2.8 requires the adoption of immediate measures, or if the PARTIES fail to reach agreement on the mitigation

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

measures referred to above, the PARTIES shall take the reasonable measures within their reach to mitigate the losses caused by the EVENTS OF IMBALANCE, to be considered in the measurement of the economic and financial imbalance of the AGREEMENT.

**35.2.8.1.1.** For the purposes of subclause 35.2.8.1, reasonable measures, in the case of the CONCESSIONAIRE, shall be deemed to be those expected of a company acting diligently in similar situations.

**35.2.8.1.2.** If it is proven that a PARTY failed to take the loss mitigation measures referred to in subclauses 35.2.8 and 35.2.8.1, in compliance with subclause 35.2.8.1.1, the amount of losses that could demonstrably have been avoided had such measures been taken shall be deducted from the amounts owed by the other PARTY as recomposition of the economic and financial balance.

**35.2.9.** If it is proven that more than one PARTY directly or indirectly contributed to the occurrence of the EVENT OF IMBALANCE, due to negligence, incompetence or omission by both PARTIES, the recomposition of the economic and financial balance of the AGREEMENT shall consider only the amount of loss not caused by the affected PARTY.

**35.3.** On the occasion of each EXTRAORDINARY REVIEW or each ORDINARY REVIEW, the admissible claims of both PARTIES shall be jointly addressed, so as to offset the positive and negative economic and financial impacts resulting from the events of imbalance.

**35.3.1.** Any recomposition of the economic and financial balance of the AGREEMENT, in favor of one of the PARTIES, shall necessarily take into account any impacts in favor of the other PARTY.

**35.3.1.1.** Any recomposition of the economic and financial balance at the request of the CONCESSIONAIRE shall necessarily consider, in favor of the GRANTING AUTHORITY, the effective economic gains resulting from the reduction of the credit risk of the FINANCING arrangements used by the CONCESSIONAIRE, pursuant to Article 5, item IX, of Federal Law No. 11,079/04.

**35.3.2.** If the event of imbalance results from a unilateral amendment of the AGREEMENT by

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

the GRANTING AUTHORITY, the economic and financial rebalancing shall occur concurrently with such amendment, pursuant to Article 9, paragraph 5, of Federal Law No. 8,987/1995.

**35.3.2.1.** If the event of imbalance results from other factors, the economic and financial rebalancing of the AGREEMENT shall occur as promptly as possible, in order to avoid the perpetuation of its negative impacts.

**35.3.3.** The recomposition of the economic and financial balance of the AGREEMENT as a whole, or in relation to a specific EVENT OF IMBALANCE, shall be carried out so as to achieve a net present value equal to zero for the balances of the Cash Flow, considering the discount rate corresponding to the nature of each EVENT OF IMBALANCE, as determined below:

**35.3.3.1.** Upon the occurrence of EVENTS OF IMBALANCE arising from cancellations, postponements, delays or anticipations of INVESTMENTS, the recomposition shall be carried out by primarily taking into account the best information available to reflect the real and effective conditions at the time of the event, in order to estimate the value of the investments, costs and expenses, as well as any revenues and other gains resulting therefrom, using, for such purposes, the best price references from the public and/or private sectors available at the time of the claim, as well as actual data that have an impact on the CONCESSION, such as student demand and available places in the EDUCATIONAL UNITS and effective input costs, in addition to other elements that may be obtained.

**35.3.3.1.1.** In the absence of more up-to-date information and at the discretion of the GRANTING AUTHORITY, the values attributed to the investments in the Investment Schedule and their allocation in the physical–financial implementation schedules may be used, as well as variations in operating costs and revenues resulting from the changes, applying a real discount rate of 9.67%.

**35.3.3.1.2.** The economic and financial rebalancing referred to in subclause 35.3.3.1, in the event of anticipations of INVESTMENTS, shall be carried out exclusively if such anticipation results from risk factors or responsibility attributable to the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

GRANTING AUTHORITY, and no economic and financial rebalancing shall be carried out if the anticipation results from risk factors or responsibility attributable to the CONCESSIONAIRE, or occurs at its initiative.

**35.3.3.1.3.** The economic and financial rebalancing referred to in subclause 35.3.3.1, in the event of postponements or delays in INVESTMENTS resulting from risk factors or responsibility attributable to the CONCESSIONAIRE, shall be carried out exclusively if the net economic and financial impact of the delay is detrimental to the CONCESSIONAIRE, considering the economic and financial effect of the delay or postponement on the amounts of the INVESTMENTS and the corresponding costs and revenues, without damage to the application of the penalties provided for in the AGREEMENT and in EXHIBIT I – PENALTIES, and no economic and financial rebalancing shall be carried out if the delay or postponement of the INVESTMENT results in a net economic and financial impact that is beneficial to the CONCESSIONAIRE.

**35.3.3.2.** Upon the occurrence of any other EVENTS OF IMBALANCE, including those arising from the execution of CONTINGENT INVESTMENTS, the recomposition of the economic and financial balance shall be carried out through the preparation of the MARGINAL CASH FLOW, considering: (i) the marginal cash flows, positive or negative, calculated based on the difference between the situations with and without the EVENT OF IMBALANCE; and (ii) the marginal cash flows required to recompose the economic and financial balance of the AGREEMENT.

**35.3.3.2.1.** All other hypotheses of EVENTS OF IMBALANCE shall consider, for purposes of calculating the recomposition of the economic and financial balance of the AGREEMENT, the discount rate calculated on the date of materialization of the EVENT OF IMBALANCE, pursuant to subclause 35.3.5.2.2.

**35.3.3.2.2.** Upon the occurrence of an EVENT OF IMBALANCE governed by subclause 35.3.3.2 that extends for more than one year, the discount rate referred to in subclause 35.3.5.2.2, calculated for the contractual year in which the EVENT OF IMBALANCE was initially materialized, shall be applied to the entire duration of the EVENT OF IMBALANCE for purposes of calculating the recomposition of the economic and financial balance of the AGREEMENT.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 35.3.3.2.3.** The MARGINAL CASH FLOW methodology shall be unlevered, and the rebalancing shall not be affected by the CONCESSIONAIRE's capital structure.
- 35.3.4.** Upon each recomposition of the economic and financial balance of the AGREEMENT, the discount rate applicable to such calculation shall be defined and shall be final for the entire remaining term of the CONCESSION.
- 35.3.5.** For the recomposition of the economic and financial balance of the AGREEMENT referred to in subclauses 35.3.3.2, the following procedures shall be observed in the preparation of the MARGINAL CASH FLOW:
- 35.3.5.1.** The recomposition of the economic and financial balance shall be carried out so that the net present value of the MARGINAL CASH FLOW projected as a result of the event giving rise to the recomposition is equal to zero, considering, at the same BASE DATE, (i) the marginal cash flows resulting from the event that gave rise to the recomposition; and (ii) the marginal cash flows resulting from the recomposition of the economic and financial balance.
- 35.3.5.1.1.** For purposes of calculating the net present value of the marginal cash flows, the discount rate shall be applied at each new contractual year. If the beginning of each contractual year does not coincide with the first day of the month, the first day of the subsequent month shall be considered for purposes of applying the discount rate.
- 35.3.5.2.** For purposes of determining the marginal disbursement cash flows, the best information available shall be used to reflect the real and effective conditions at the time of the EVENT OF IMBALANCE and to estimate the value of the INVESTMENTS, costs and expenses, as well as any revenues and other gains resulting from the EVENT OF IMBALANCE, using the best public and/or private sector price references available at the time of the claim, as well as actual data impacting the CONCESSION, such as student demand and available places in the EDUCATIONAL UNITS and effective input costs, as well as other elements that may be obtained, and, in the absence of more up-to-date information and at the discretion of the GRANTING AUTHORITY, the information contained in the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

Technical and Economic-Financial Feasibility Study (“Estudo de Viabilidade Técnica e Econômico-Financeira” – EVTE).

- 35.3.5.2.1.** The CONCESSIONAIRE shall submit estimates of the extent of the imbalance, even in cases where the claim is initiated by the GRANTING AUTHORITY, using, for such purposes, the references indicated in subclause 35.3.5.2.
- 35.3.5.2.2.** The annual real discount rate to be used in the calculation of the net present value referred to in subclause 35.3.5.2, shall be composed of the daily average, over the last 12 (twelve) months, of the gross interest rate for the sale of IPCA+ Treasury Notes with Semiannual Interest (NTN-B) maturing on August 15, 2050, or, in the absence thereof, another security that replaces it, prior to the deduction of Income Tax, with maturity compatible with the contractual term end date, as published by the National Treasury Secretariat, calculated at the beginning of each contractual year, plus a spread or surcharge equivalent to 2.14% per year, on a 252 (two hundred and fifty-two) business day basis.
- 35.3.5.3.** In the hypotheses of recomposition of the economic and financial balance of the AGREEMENT through an extension of term, the methodology for determining revenues and expenses for the extended term shall consider the projected value of the MAXIMUM MONTHLY AVAILABILITY PAYMENT corresponding to the number of EDUCATIONAL UNITS in operation during the extension period.
- 35.3.5.3.1.** The calculation of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT due each month, verified periodically, shall be based on the MAXIMUM MONTHLY AVAILABILITY PAYMENT, to be calculated in accordance with subclause 35.3.5.3, which shall also be set forth in a specific Amendment Term, and to which deductions may apply based on the PERFORMANCE INDICATORS.
- 35.3.5.4.** For the projection of ANCILLARY REVENUES, the historical average of the 5 (five) years prior to the execution of the amendment term, or the historical average available, shall be considered as a premise.
- 35.3.5.4.1.** The projection of ANCILLARY REVENUES described in subclause 35.3.5.4,

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

shall not be replaced or amended, and any variation shall constitute a risk borne by the CONCESSIONAIRE.

**35.3.5.5.** For purposes of calculating the projection of the CONCESSIONAIRE's costs and expenses and defining the cash outflow stream, counted from the initial term of the MARGINAL CASH FLOW, including any term extensions already formalized, the following shall be considered for purposes of determining the term to be extended:

**35.3.5.5.1.** The amounts related to costs and expenses recorded by the CONCESSIONAIRE during the 5 (five) years immediately preceding the BASE DATE of the cash flow, brought forward to such BASE DATE, observing, as the maximum retroactive limit, the date of commencement of operation of the last EDUCATIONAL UNIT that resulted in a significant variation in revenues or costs associated with the CONCESSION.

**35.3.5.5.2.** The projection of costs and expenses described in subclause 35.3.5.5.1, shall not be replaced or amended, and any variation shall constitute a risk borne by the CONCESSIONAIRE.

**35.3.5.5.3.** For purposes of the economic and financial rebalancing of the AGREEMENT caused by events other than changes in tax or accounting legislation, taxes and accounting implications of any nature that effectively apply throughout the entire CONCESSION TERM, including any formalized extensions, shall be considered, regardless of which PARTY assumed the risk of changes in tax or accounting legislation.

**35.3.5.5.4.** For purposes of the MARGINAL CASH FLOW, the calculation of amortization and depreciation shall be carried out in accordance with applicable standards and legislation.

15.1.1.1. In the events of restoration of the economic and financial balance of the AGREEMENT through a review of the amount of the PUBLIC AVAILABILITY PAYMENT, the methodology for projecting revenues for the future period shall take into account the provisions set forth in subclauses 35.3.5.3 and 35.3.5.4, as applicable.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

15.1.1.2. For the purposes of applying the provisions set forth in subclause 35.3.5, upon the occurrence of the contractual term, it shall be ascertained whether the net present value of the aggregate cash flows is equal to zero, considering the effective amounts calculated for the PUBLIC AVAILABILITY PAYMENT and the defined DISCOUNT RATE(S).

**35.3.5.5.5.** If it is verified that the net present value is different from zero, the forms of rebalancing provided for in this AGREEMENT shall be applied.

**35.3.5.6.** Throughout the analysis of requests for recomposition of the economic and financial balance by the GRANTING AUTHORITY, all obligations of the CONCESSIONAIRE shall remain fully in force, without damage to the measurement of the PERFORMANCE INDICATORS.

**35.4.** Subject to the contractual provisions establishing specific rules for recomposition of the economic and financial balance, the GRANTING AUTHORITY shall have the prerogative to choose the modality by which the recomposition of the economic and financial balance of the AGREEMENT shall be implemented, always seeking to ensure the continuity of the provision of the SERVICES and the preservation of the payment capacity of the FINANCING agreements entered into by the CONCESSIONAIRE for the performance of the object of the AGREEMENT, among the following modalities:

**35.4.1.** Extension or reduction of the CONCESSION TERM;

**35.4.2.** Revision of the amount of the public MONTHLY AVAILABILITY PAYMENT;

**35.4.3.** Reimbursement or indemnification;

**35.4.4.** Amendment of the MACRO IMPLEMENTATION SCHEDULE and of the guidelines set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT B – SERVICES SPECIFICATIONS;

**35.4.5.** Amendment of the obligations or deadlines provided for in this AGREEMENT and in the EXHIBITS; and

**35.4.6.** Combination of the foregoing modalities.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**35.5.** In addition to the modalities listed in subclause 35.4, the implementation of the recomposition of the economic and financial balance of the AGREEMENT may also occur through the following modalities, in such cases subject to the prior consent of the CONCESSIONAIRE:

**35.5.1.** Payment in kind with assets and/or assignment of property revenues;

**35.5.2.** Assumption by the GRANTING AUTHORITY of costs attributed by the AGREEMENT to the CONCESSIONAIRE;

**35.5.3.** Exploitation of ANCILLARY REVENUES beyond the CONCESSION TERM and/or amendment of the revenue-sharing standards for ANCILLARY REVENUES; and

**35.5.4.** Combination of the foregoing modalities or others permitted by law.

**35.6.** In selecting the means intended for the implementation of the recomposition of the economic and financial balance of the AGREEMENT, the GRANTING AUTHORITY shall consider:

**35.6.1.** The periodicity and amount of payments due and payable by the CONCESSIONAIRE under the FINANCING agreements entered into for the performance of the object of the AGREEMENT; and

**35.6.2.** The importance of avoiding mechanisms that, even if they generate long-term balance, may cause cash flow fragility for the CONCESSIONAIRE.

**35.7.** The recomposition of the economic and financial balance of the AGREEMENT, including that resulting from ORDINARY REVIEWS, shall be formalized by means of an amendment to this AGREEMENT.

## **CHAPTER VII - FINANCING**

### **36. FINANCIAMENTO**

**36.1.** The CONCESSIONAIRE shall be responsible for arranging the FINANCING required for the execution of the works and for the proper provision of the SERVICES, and may select, at its sole discretion and based on its own assessment, the modalities and types of FINANCING available, provided that they reflect terms and conditions customarily practiced

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

in the market, and shall assume the direct risks related to the settlement of such FINANCING.

**36.1.1.** The CONCESSIONAIRE may not invoke any provision, clause, or condition of the financing agreement(s), nor any delay in the disbursement of funds, in order to be released, in whole or in part, from the obligations assumed under this AGREEMENT, the terms of which shall be fully known to the FINANCIERS.

**36.2.** The CONCESSIONAIRE may offer, as security for the contracted FINANCING or as counter-guarantee for credit transactions linked to the performance of the obligations under this AGREEMENT, upon prior notice to the GRANTING AUTHORITY, the rights arising from the CONCESSION, expressly including, among others, the credit rights related to the PUBLIC AVAILABILITY PAYMENT, and may, for such purposes, assign on a fiduciary basis, bind, pledge, encumber, or otherwise create any in rem security interest over the principal and ancillary rights referred to herein, provided that the granting of such security does not hinder or prevent the operationalization and continuity of the performance of the SERVICES, pursuant to this AGREEMENT.

**36.2.1.** The CONCESSIONAIRE may, upon prior notice to the GRANTING AUTHORITY, carry out other credit transactions and/or provide other guarantees to the FINANCIERS linked to the rights arising from the CONCESSION that are not expressly indicated above, provided that the APPLICABLE LAW is observed.

**36.3.** The shares issued by the CONCESSIONAIRE may, upon prior notice to the GRANTING AUTHORITY, be pledged as security for financing(s), or as counter-guarantee for transactions directly linked to the fulfillment of obligations arising from the AGREEMENT; however, their enforcement shall be subject to the prior authorization of the GRANTING AUTHORITY in the specific event that the enforcement of such security results in a change of the direct or indirect shareholding control of the CONCESSIONAIRE.

**36.3.1.** The shares representing the CONTROL of the share capital of the CONCESSIONAIRE may also be offered as security to the FINANCIERS, in which case the prior consent of the GRANTING AUTHORITY shall be required, under any of the modalities provided by law, to be issued within a period of up to 15 (fifteen) consecutive days, extendable for an equal period.

**36.4.** The creation of the guarantees referred to in the subclauses above shall be communicated

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

to the GRANTING AUTHORITY within a period of up to 60 (sixty) days counted from their registration with the competent authorities, and shall be accompanied by a descriptive summary informing the conditions, terms, and modality of the contracted FINANCING, except in cases where prior consent is required.

**36.4.1.** The GRANTING AUTHORITY shall provide clarifications in accordance with the APPLICABLE LAW, whenever necessary or so requested by the FINANCIERS.

**36.5.** The CONCESSIONAIRE may request from the GRANTING AUTHORITY, upon notice, the payment of amounts related to this AGREEMENT directly to the FINANCIERS, up to the limit of the due and payable credits under the respective FINANCING agreements, subject to the other provisions and limits set forth in this AGREEMENT.

**36.5.1.** The direct payment thus made shall operate as full discharge of the obligations of the GRANTING AUTHORITY toward the CONCESSIONAIRE in respect of the amount paid.

**36.6.** The CONCESSIONAIRE shall be responsible for arranging and entering into the FINANCING agreements for the CONCESSION.

**36.6.1.** Regardless of the responsibility for financial close established in this subclause, the CONCESSIONAIRE shall commence the activities provided for in the AGREEMENT, especially the execution of the INVESTMENTS and the works, and may not oppose any eventual difficulties or increases in its cost of capital to the GRANTING AUTHORITY.

**36.6.2.** If the CONCESSIONAIRE fails to achieve financial close in a manner that enables the INVESTMENTS, it shall present an alternative financial model that ensures a reasonable availability of resources for the continuation of the CONCESSION activities, based on such FINANCING sources as it deems appropriate, including equity.

**36.6.3.** If the CONCESSION activities are not commenced due to the CONCESSIONAIRE's failure to obtain the necessary FINANCING, the GRANTING AUTHORITY may declare the forfeiture of the AGREEMENT.

**36.7.** The conditions for financial close related to the amount of debt assumed by the CONCESSIONAIRE, maturities, coverage ratios, margins and fees, and other requirements imposed by the FINANCIERS shall constitute a risk borne exclusively by the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

CONCESSIONAIRE.

**36.8.** The CONCESSIONAIRE may, in its FINANCING agreements and security instruments, grant its FINANCIERS the right to intervene, directly or through their subsidiaries or even third parties appointed by them, in the latter case subject to prior authorization by the GRANTING AUTHORITY within up to 15 (fifteen) consecutive days, extendable for an equal period, in the CONCESSION and in the management of the activities of the CONCESSIONAIRE, in order to promote its financial restructuring and ensure the continuity of the provision of the SERVICES, followed by the return of the activities and their management to the CONCESSIONAIRE and/or the definitive enforcement of the real guarantees granted, ensuring the continuity of the provision of the SERVICES that are the object of this AGREEMENT.

**36.9.** The intervention of the FINANCIER in the CONCESSION shall be effected by means of a notice from the FINANCIER to the GRANTING AUTHORITY, which shall meet the following requirements: (i) appoint itself or a third party as intervenor; (ii) describe in detail the events that gave rise to the FINANCIER's intervention in the CONCESSION and present the relevant evidence in light of the FINANCING agreements and the respective guarantees; (iii) specify the form and particularities of the intervention and indicate the legal and contractual basis supporting it; (iv) present a plan relating to the promotion of the financial restructuring of the CONCESSIONAIRE and the continuity of the CONCESSION; (v) include the commitment of the intervenor to comply with all provisions of the AGREEMENT applicable to the CONCESSIONAIRE; and (vi) provide all other information requested by the GRANTING AUTHORITY.

**36.9.1.** The intervention of the FINANCIER in the CONCESSION shall not exceed a period of 12 (twelve) months, and its implementation shall depend on the prior consent of the GRANTING AUTHORITY.

**36.9.1.1.** The term of the FINANCIER's intervention may be extended for up to an additional 12 (twelve) months, upon justification subject to consent by the GRANTING AUTHORITY, to be issued within up to 15 (fifteen) consecutive days, extendable for an equal period, and the absence of a response from the GRANTING AUTHORITY shall be deemed as tacit acceptance.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 36.9.1.2.** For the FINANCIER's intervention in the CONCESSION, the GRANTING AUTHORITY shall require the FINANCIER, or third parties indicated by it, to comply with the requirements of legal and tax regularity set forth in the TENDER NOTICE, and may require or waive the other requirements provided for in item I of the sole paragraph of Article 27 of Federal Law No. 8,987/1995.
- 36.10.** Subject to compliance with the procedure set forth in this AGREEMENT, the GRANTING AUTHORITY may authorize the transfer of CONTROL of the CONCESSIONAIRE to its FINANCIER(S), or to third parties indicated by them, for the purpose of promoting its financial restructuring and ensuring the continuity of the exploitation of the object of the CONCESSION.
- 36.10.1.** The request for authorization of the transfer of CONTROL shall be submitted to the GRANTING AUTHORITY, in writing, jointly by the CONCESSIONAIRE and the FINANCIER(S), containing the justification therefor, as well as elements capable of supporting the analysis of the request, such as: copies of minutes of meetings of shareholders, officers, and directors of the CONCESSIONAIRE, correspondence, audit reports, financial statements, and other relevant documents.
- 36.10.2.** The GRANTING AUTHORITY shall examine the request and may, at its discretion, request clarifications and/or additional documents from the CONCESSIONAIRE and/or the FINANCIER(S), summon the controlling shareholders or directors of the CONCESSIONAIRE, and take other measures deemed appropriate.
- 36.10.3.** The authorization for the transfer of CONTROL of the CONCESSIONAIRE, if granted by the GRANTING AUTHORITY, shall be formalized in writing, indicating the conditions and requirements for its implementation.
- 36.10.4.** The GRANTING AUTHORITY shall require the FINANCIER(S), or third parties indicated by them, to comply with the requirements of legal and tax regularity set forth in the TENDER NOTICE and to execute a contractual amendment undertaking to comply with all the rules of the AGREEMENT and its EXHIBITS.
- 36.11.** In the event of a reduction in the credit risk of the FINANCING contracted by the CONCESSIONAIRE, there shall be sharing with the GRANTING AUTHORITY of the effective economic gains arising therefrom, pursuant to Article 5, item IX, of Law No.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

11,079/2004.

**37. PUBLIC GUARANTEE**

**37.1.** Pursuant to Article 8, item I, of Federal Law No. 11,079/2004, revenues derived from the State budget shall be allocated to the establishment of the PUBLIC GUARANTEE, in accordance with the mechanism set forth in EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT.

**37.1.1.** The GRANTING AUTHORITY undertakes to include, in the annual budget proposal, a specific appropriation for the subsequent fiscal year in an amount sufficient to cover the PUBLIC GUARANTEE, as well as to veto any amendments to such proposal that may reduce or restrict the appropriation allocated for this purpose.

**37.1.2.** The GRANTING AUTHORITY irrevocably and irreversibly assumes the obligation to keep the PUBLIC GUARANTEE in force until the end of the CONCESSION AGREEMENT.

**37.2.** The PARTIES shall enter into the ACCOUNT MANAGEMENT AGREEMENT, pursuant to EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT, as a condition of effectiveness of this AGREEMENT, in compliance with the provisions of the TENDER NOTICE.

**37.3.** The remuneration costs of the FIDUCIARY AGENT shall be borne by the CONCESSIONAIRE, pursuant to EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT.

**37.4.** The PUBLIC GUARANTEE to be made available to the CONCESSIONAIRE shall correspond to the earmarking over the amount of the MINIMUM BALANCE to be maintained in the ESCROW ACCOUNT, and shall serve the purpose of remedying any default by the GRANTING AUTHORITY with respect to its payment obligations provided for in this AGREEMENT, in particular the punctual and timely payment of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, as well as any other payments due to the CONCESSIONAIRE, such as those indicated in subclause 20.2 of this AGREEMENT.

**37.4.1.** The PUBLIC GUARANTEE shall be provided in the form of an earmarking over the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

amount corresponding to the MINIMUM BALANCE to be maintained on deposit in the ESCROW ACCOUNT, and shall correspond to an amount equivalent to 03 (three) times the MAXIMUM MONTHLY AVAILABILITY PAYMENT.

**37.4.2.** The PUBLIC GUARANTEE shall observe the adjustments of the MAXIMUM MONTHLY AVAILABILITY PAYMENT, in the manner established in subclause 21.1 of this AGREEMENT, and any changes resulting from the economic and financial balance reestablishment, so that, after 12 (twelve) months as of the EFFECTIVENESS DATE, the MINIMUM BALANCE of the ESCROW ACCOUNT reflects the updated value of the 03 (three) MAXIMUM MONTHLY AVAILABILITY PAYMENTS.

**37.5.** In the event of enforcement of the PUBLIC GUARANTEE using resources from the ESCROW ACCOUNT, the GRANTING AUTHORITY shall replenish the MINIMUM BALANCE of the ESCROW ACCOUNT, using FPE FUNDS, pursuant to Article 68 of State Law No. 25,235/2025 and EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT.

**37.5.1.** In the absence of replenishment of the MINIMUM BALANCE of the ESCROW ACCOUNT within the maximum period of 180 (one hundred and eighty) days, counted as of its use, the CONCESSIONAIRE may request the early termination of the AGREEMENT, pursuant to Article 39 of Law No. 8,987/95, subject to clause **Erro! Fonte de referência não encontrada..**

**37.6.** The replacement of the FIDUCIARY AGENT or the amendment of the essential conditions of the ACCOUNT MANAGEMENT AGREEMENT without the prior consent of the CONCESSIONAIRE shall entitle the CONCESSIONAIRE to effect the early termination of the AGREEMENT, pursuant to Article 39 of Law No. 8,987/95, subject to subclause 51.4.

**37.7.** The GRANTING AUTHORITY shall be obliged to replace the PUBLIC GUARANTEE constituted pursuant to this clause, by express agreement in writing with the CONCESSIONAIRE and provided that it is accepted by the FINANCIERS, in the event of the occurrence of a legislative amendment or any other external event beyond the control of the GRANTING AUTHORITY that prevents, limits, or in any way renders unfeasible, or places at risk, the solidity, firmness and/or enforceability of the PUBLIC GUARANTEE.

**37.7.1.** If the GRANTING AUTHORITY fails to replace the PUBLIC GUARANTEE within 90 (ninety) days counted as of notification by the CONCESSIONAIRE, substantiating the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

occurrence of a legislative amendment or other external event beyond the control of the GRANTING AUTHORITY that prevents, limits, or in any way renders unfeasible, or places at risk, the effectiveness of the PUBLIC GUARANTEE mechanism, the CONCESSIONAIRE may effect the early termination of the AGREEMENT, pursuant to Article 39 of Law No. 8,987/95, subject to subclause 51.4.

**37.7.2.** Upon verification of the convenience or necessity of replacing the PUBLIC GUARANTEE, the GRANTING AUTHORITY shall formulate a proposal and submit it to the CONCESSIONAIRE at least 90 (ninety) days in advance of the estimated date for the entry into force of the new PUBLIC GUARANTEE.

**37.7.3.** The CONCESSIONAIRE shall have 30 (thirty) days to submit its considerations to the GRANTING AUTHORITY, and may request clarifications regarding its legality and enforceability.

**37.7.4.** The FIDUCIARY AGENT shall be heard simultaneously with the CONCESSIONAIRE regarding the feasibility of operationalizing the proposed modality.

**37.7.5.** If the CONCESSIONAIRE and the FIDUCIARY AGENT agree, the PARTIES shall initiate a contractual review procedure for the execution of the relevant amendment instrument to replace the guarantee within 45 (forty-five) days of the estimated date for the entry into force of the new PUBLIC GUARANTEE.

**37.7.6.** Once the amendment instrument has been entered into, the CONCESSIONAIRE shall:

**37.7.6.1.** Promptly notify the GRANTING AUTHORITY to effect the replacement of the PUBLIC GUARANTEE; and

**37.7.6.2.** Notify the GRANTING AUTHORITY and the FIDUCIARY AGENT for the execution of an amendment instrument to the ACCOUNT MANAGEMENT AGREEMENT, so as to reflect the change in the PUBLIC GUARANTEE structure.

**37.7.7.** If the CONCESSIONAIRE does not agree with the proposed new PUBLIC GUARANTEE and/or the FIDUCIARY AGENT indicates its infeasibility, and the PARTIES do not reach a consensus in this regard, the CONCESSIONAIRE may terminate the AGREEMENT by judicial measure pursuant to subclause 51.4.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**37.8.** The PUBLIC GUARANTEE and the fiduciary account system linked thereto shall remain in force throughout the entire term of this AGREEMENT, and also until the settlement of all pecuniary obligations owed by the GRANTING AUTHORITY, regardless of any termination of the AGREEMENT.

## **CHAPTER VIII - SUPERVISION OF THE CONCESSION**

### **38. SUPERVISION**

**38.1.** The supervision of this AGREEMENT shall be incumbent upon the GRANTING AUTHORITY, with the support of the INDEPENDENT VERIFIER to be contracted by the CONCESSIONAIRE as a conformity assessment body, pursuant to the terms set forth in EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES.

**38.1.1.** While the INDEPENDENT VERIFIER has not been contracted by the CONCESSIONAIRE, or is unable, for any reason not attributable to the CONCESSIONAIRE, to carry out the measurements and issue the reports under its responsibility, the GRANTING AUTHORITY shall be responsible for assessing the PERFORMANCE INDICATORS and sending the ASSESSMENT REPORT to the CONCESSIONAIRE, under the same conditions and within the same timeframes established in this AGREEMENT.

**38.1.1.1.** The assessment of the OUTCOME-BASED PERFORMANCE INDICATORS for the purposes of verifying eligibility for the BONUS FOR EXCEPTIONAL PERFORMANCE (BDE) is excluded from the provision of subclause 38.1.1 and shall be carried out by the GRANTING AUTHORITY in the absence of an INDEPENDENT VERIFIER.

**38.1.2.** In the absence, during a given period, for exceptionally extraordinary reasons, of a performance measurement report produced by the CONCESSIONAIRE itself, the payment of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT shall be made based on the average of the last 06 (six) scores obtained by it as a result of the application of the factors set forth in EXHIBIT E – PERFORMANCE INDICATORS, without damage to the sanctions applicable to the CONCESSIONAIRE should it have caused such exceptional circumstance, as provided for in EXHIBIT I – PENALTIES.

**38.1.3.** During the period in which the INDEPENDENT VERIFIER does not perform its activities

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

for reasons not attributable to the CONCESSIONAIRE, the GRANTING AUTHORITY shall fully pay the EFFECTIVE MONTHLY AVAILABILITY PAYMENT as determined in the ASSESSMENT REPORT submitted by the CONCESSIONAIRE, or that resulting from the application of the mechanism set forth in subclause 38.1.1.

**38.2.** The CONCESSIONAIRE shall be required to repair, correct, interrupt, suspend or replace, at its own expense and within the timeframe established by the GRANTING AUTHORITY, any failures or defects identified through supervision in the execution of the WORKS or in the provision of the SERVICES.

**38.3.** The GRANTING AUTHORITY shall record and process the occurrences identified through supervision activities, notifying the CONCESSIONAIRE to remedy the failures or defects identified, without damage to the possible application of penalties provided for in this AGREEMENT.

**38.3.1.** The GRANTING AUTHORITY may require, within the timeframes it may specify, that the CONCESSIONAIRE submit an action plan aimed at repairing, correcting, interrupting, suspending or replacing any activity carried out in a flawed, defective or incorrect manner.

**38.3.2.** Even if the failures and defects identified through supervision do not give rise to the immediate application of penalties, failure to comply with the regularization or correction deadlines determined by the GRANTING AUTHORITY shall result in the issuance of a NOTICE OF INFRACTION, subjecting the CONCESSIONAIRE to the application of the penalties provided for in this AGREEMENT.

**38.3.3.** In the event of omission by the CONCESSIONAIRE with respect to the obligation set forth in this subclause, without damage to the intervention hypothesis provided for in clause **Erro! Fonte de referência não encontrada.**, the GRANTING AUTHORITY may proceed to correct the situation, directly or through a third party, including the possibility of temporary occupation of the assets and facilities of the CONCESSIONAIRE.

**38.3.4.** In compliance with the duty set forth above, the GRANTING AUTHORITY may make use of the PERFORMANCE GUARANTEE for reimbursement of the costs and expenses involved, as well as for any indemnities owed to third parties, and to remedy the defects, flaws or inaccuracies identified.

PROCESS No. 1260.01.0235354/2025-76  
INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026  
SCHOOL INFRASTRUCTURE PPP

### 39. VERIFICATION OF THE COMPLETION OF RENOVATION WORKS

- 39.1.** The WORKS STAGE of the EDUCATIONAL UNITS shall be deemed completed upon the performance of an inspection and the issuance of a formal opinion by the GRANTING AUTHORITY and the INDEPENDENT VERIFIER, and the issuance of a PROVISIONAL ACCEPTANCE or FINAL ACCEPTANCE, as applicable, in compliance with the deadlines and procedures set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.
- 39.2.** The PROVISIONAL ACCEPTANCE or FINAL ACCEPTANCE, issued after completion of the WORKS STAGE, shall indicate that the EDUCATIONAL UNIT is fit to commence or, as applicable, resume its operation; provided, however, that in the event of issuance of a PROVISIONAL ACCEPTANCE, adjustments, corrections and/or other measures by the CONCESSIONAIRE shall be permitted, as indicated by the INDEPENDENT VERIFIER and the GRANTING AUTHORITY, provided that such measures do not prevent the safe commencement of operations.
- 39.3.** Upon completion of the renovation works of the EDUCATIONAL UNITS, of EXPANSIONS, or of the construction of new EUs, in the event of triggering of CONTINGENT INVESTMENTS pursuant to clause **Erro! Fonte de referência não encontrada.**, it shall be incumbent upon the CONCESSIONAIRE to request and obtain all authorizations, licenses and permits required for the full operation of the EUs.
- 39.3.1.** The CONCESSIONAIRE may accompany the verifications to be carried out by the GRANTING AUTHORITY and the INDEPENDENT VERIFIER, and may provide any explanations it deems necessary.
- 39.3.2.** The GRANTING AUTHORITY may require, within a timeframe established by it, that the CONCESSIONAIRE submit an action plan aimed at repairing, correcting, removing, reconstructing or replacing any works executed in a flawed, defective or incorrect manner in connection with the CONCESSION.
- 39.3.3.** The issuance of the PROVISIONAL ACCEPTANCE or the FINAL ACCEPTANCE shall not reduce or mitigate the exclusive responsibility of the CONCESSIONAIRE for the safety, structural integrity and adequacy of the works.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**40. PERFORMANCE GUARANTEE**

**40.1.** The CONCESSIONAIRE shall maintain, throughout the entire term of this AGREEMENT, a PERFORMANCE GUARANTEE in favor of the GRANTING AUTHORITY, in an amount equivalent to the values indicated below, to secure the performance of its obligations and commitments associated with the INVESTMENTS and the SERVICES, including any penalty fines that may be imposed:

SUBLOT 01	BRL 48,719,545.66 (forty-eight million, seven hundred and nineteen thousand, five hundred and forty-five reais and sixty-six cents);
SUBLOT 02	BRL 80,679,218.90 (eighty million, six hundred and seventy-nine thousand, two hundred and eighteen reais and ninety cents); and
GLOBAL LOT	BRL 119,548,104.25 (one hundred and nineteen million, five hundred and forty-eight thousand, one hundred and four reais and twenty-five cents)

**40.1.1.** If the amount of fines imposed on the CONCESSIONAIRE exceeds the amount of the PERFORMANCE GUARANTEE provided, in addition to the forfeiture thereof, the CONCESSIONAIRE shall remain liable for the difference and shall make payment within 48 (forty-eight) hours as of the respective notice, under penalty of collection, without damage to any set-off carried out by the GRANTING AUTHORITY against amounts that may be due to the CONCESSIONAIRE.

**40.1.2.** Whenever the PERFORMANCE GUARANTEE is drawn upon, the CONCESSIONAIRE shall replenish it to its full amount within 10 (ten) business days counted as of its use or of the respective notice by the GRANTING AUTHORITY, whichever occurs first.

**40.1.3.** Whenever there is a change in the ESTIMATED VALUE OF THE AGREEMENT, the PERFORMANCE GUARANTEE shall be adjusted so as to comply with the percentage indicated above, within up to 7 (seven) business days as of receipt, by the CONCESSIONAIRE, of the corresponding notice, under penalty of application of the sanctions provided for in this AGREEMENT.

**40.2.** Pursuant to Article 96 of Federal Law No. 14,133/2021, the PERFORMANCE GUARANTEE may take any of the following forms, and one form may be replaced by another, at the discretion of the CONCESSIONAIRE and subject to acceptance by the GRANTING

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

AUTHORITY, during the term of this AGREEMENT:

- a. Cash deposit, to be maintained in an interest-bearing account designated by the GRANTING AUTHORITY, which may withdraw the deposited amount in the event of enforcement of the PERFORMANCE GUARANTEE;
- b. Pledge of public debt securities, provided that such securities are registered in a centralized clearing and custody system authorized by the Central Bank of Brazil and are not subject to any lien or encumbrance;
- c. Bank guarantee: (i) to be issued by a first-tier financial institution duly authorized by the Central Bank of Brazil; (ii) containing an express waiver by the guarantor of the rights provided for in Articles 827, 835, 837, 838 and 839 of Law No. 10,406/02 (Brazilian Civil Code); (iii) having a term of 12 (twelve) months, with a renewal clause until the extinction of the obligations of the CONCESSIONAIRE; (iv) providing that, in the event of non-renewal of the guarantee by express communication from the guarantor, the final expiration date shall be automatically extended for an additional 120 (one hundred and twenty) days; and (v) providing that the absence of the communication referred to above shall result in the automatic renewal of the guarantee for an equal period and under the same conditions as the original guarantee;
- d. Insurance guarantee: (i) to be issued by an insurer duly authorized by the Superintendence of Private Insurance - SUSEP; (ii) to be reinsured pursuant to the APPLICABLE LAW; (iii) having a term of 12 (twelve) months, with a renewal clause until the extinction of the obligations of the CONCESSIONAIRE, unless there is formal communication from the insurer opposing renewal; (iv) providing that, in the event of non-renewal of the policy, the final expiration date shall be automatically extended for an additional 120 (one hundred and twenty) days; and (v) providing that the absence of the communication referred to above shall result in the automatic renewal of the policy for an equal period and under the same conditions as the original policy; or
- e. Capitalization bond funded by a single payment, redeemable at its total value, in compliance with the APPLICABLE LAW, in particular the rules applicable to

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

guarantee instruments set forth in Articles 32 and 33 of CNSP Resolution No. 384/2020 and Articles 48 to 42 of SUSEP Circular No. 656, dated March 11, 2022.

- 40.3.** The PERFORMANCE GUARANTEE provided by the CONCESSIONAIRE may be enforced, in whole or in part, by the GRANTING AUTHORITY, at any time during the CONCESSION, or in any other circumstance expressly provided for in this AGREEMENT or in the respective PERFORMANCE GUARANTEE instrument.
- 40.4.** All expenses arising from the establishment and maintenance of the PERFORMANCE GUARANTEE shall be borne by the CONCESSIONAIRE.
- 40.5.** The amount of the PERFORMANCE GUARANTEE shall be adjusted on the same basis and with the same periodicity provided for in clause **Erro! Fonte de referência não encontrada.** of this AGREEMENT.

#### **41. INSURANCE PLAN**

**41.1.** Throughout the entire term of the CONCESSION, the CONCESSIONAIRE shall take out and maintain, with an insurance company duly authorized to operate in Brazil and of a size compatible with the insured subject matter, the insurance policies necessary to cover the risks inherent to the execution of the works, the provision of the SERVICES, and the exploitation of revenues, as available in the Brazilian insurance market and without damage to any insurance required under applicable law, under penalty of forfeiture of the CONCESSION.

**41.1.1.** The insurance policies provided for in items “a” and “b” of Subclause 41.2 shall be required from the CONCESSIONAIRE only during the WORKS STAGE, whereas the maintenance of the remaining policies shall be required throughout the entire CONCESSION TERM.

**41.1.2.** The insurance policies taken out shall be reviewed so as to be aligned with the need to carry out adjustments, or in cases where CONTINGENT INVESTMENTS are requested by the GRANTING AUTHORITY, and shall comply with the regulations issued by the federal bodies responsible for the regulation and supervision of insurance activities in Brazil, and the imposition of additional and/or dilatory procedures for the payment of the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

insured amounts is hereby prohibited.

**41.1.3.** The insurance policies taken out by the CONCESSIONAIRE shall expressly contain a clause providing for the automatic reinstatement of the insured amounts, on an unconditional basis, including for the civil liability section, in compliance with the regulations issued by the federal bodies responsible for the regulation and supervision of insurance activities in Brazil, unless such coverage is not available in the insurance market, which circumstance shall be confirmed by means of a letter addressed to the GRANTING AUTHORITY and executed by the reinsurer.

**41.1.4.** In the event of the absence of coverage and/or the impossibility of automatic and unconditional reinstatement of the amounts that would be subject to insurance and/or the triggering of an aggregate limit clause under the policy, the GRANTING AUTHORITY may require alternatives to ensure the main obligations assumed by the CONCESSIONAIRE, which alternatives may be structured through a contractual instrument containing provisions defined by the GRANTING AUTHORITY or proposed by the CONCESSIONAIRE and approved by the GRANTING AUTHORITY.

**41.1.4.1.** The alternatives described in this Subclause may not imply any transfer of the risk allocation established under this AGREEMENT.

**41.1.5.** For the purposes of this Clause and the RISK ALLOCATION MATRIX, an event shall be deemed insurable if coverage for such event has been available in the Brazilian insurance market for at least 02 (two) years and is offered by at least 02 (two) insurers, under terms customarily practiced by the market.

**41.2.** The CONCESSIONAIRE shall mandatorily arrange for the following insurance policies:

- a.** Civil Liability Insurance (third-party damages during the WORKS STAGE), which shall indemnify the GRANTING AUTHORITY and the CONCESSIONAIRE against any compensation arising from liability for unintentional damages to individuals resulting from works activities during the investment implementation phase, at a minimum ensuring coverage for: (a) damages caused to third parties; (b) accidents involving third parties in the assets comprising the CONCESSION; and (c) occupational accidents involving the employees engaged, in accordance with applicable legislation;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- b.** Engineering Insurance (damages during the WORKS STAGE), which shall provide indemnification for losses caused by accidents during the execution of civil works, installation and assembly of machinery and equipment related to the activities of the CONCESSION, providing, at a minimum, coverage for: (a) engineering risks; (b) environmental damages caused by the works; and (c) property damages;
- c.** Operational Insurance, which shall ensure indemnification for material losses and damages caused to the assets comprising the CONCESSION, including at least the following coverages: (a) riots, vandalism, willful acts; (b) fire, lightning, and explosion of any nature; (c) electronic equipment (low voltage); (d) robbery and qualified theft (excluding cash); (e) electrical damages; (f) windstorm; (g) smoke; (h) glass breakage; (i) material damages caused to equipment; (j) accidents involving means of transportation within the CONCESSION AREA; and (k) flooding or inundation; and
- d.** Operational Civil Liability Insurance, which shall ensure indemnification for all losses, destruction, or damage to assets directly associated with the execution of the WORKS, the provision of the SERVICES, the exploitation of the properties, and other activities related to the CONCESSION.

**41.3.** The insurance coverages provided for in this Clause shall include coverage for damages caused by FORTUITOUS EVENT or FORCE MAJEURE, whenever insurable.

**41.4.** For the purposes of this AGREEMENT, all insurance policies shall be taken out with insurers and reinsurers duly authorized to operate in Brazil, and the CONCESSIONAIRE shall submit, for each policy, evidence of the operational regularity and licensing of the respective insurer and, when applicable, the reinsurer, by means of official consultation or documentation made available by SUSEP, pursuant to the applicable regulations.

**41.5.** The GRANTING AUTHORITY shall be named as co-insured/beneficiary under all insurance policies taken out by the CONCESSIONAIRE, and shall previously authorize any amendment, cancellation, suspension, or replacement of any insurance policy taken out by the CONCESSIONAIRE for the purposes of this AGREEMENT, and the CONCESSIONAIRE shall undertake to maintain the exact conditions previously authorized by the GRANTING AUTHORITY, under penalty of forfeiture of the CONCESSION.

**41.6.** The amounts covered by the insurance policies shall be sufficient to replace or remedy the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

damages caused in the event of a claim, and no insurance policy may have a coverage limit lower than amounts compatible with market practice.

**41.7.** In arranging the insurance policies, the CONCESSIONAIRE shall also observe the following:

- a.** The deductibles contracted shall be those customarily practiced by the Brazilian insurance market in transactions of this nature;
- b.** All insurance policies shall have a minimum term of 12 (twelve) months, except for any works and/or engineering SERVICES whose execution term is shorter than 12 (twelve) months;
- c.** Upon the expiration of the insurance term and if the CONCESSIONAIRE does not yet hold the new policy, the CONCESSIONAIRE shall provide a certificate issued by the respective insurer confirming that the relevant risks have been placed in the insurance market for the specified period and in accordance with the coverages and deductibles requested by it, pending only authorization from SUSEP for issuance of the new policy;
- d.** The CONCESSIONAIRE shall ensure that the insurance policies include the insurer's obligation to notify, in writing, at least 30 (thirty) days prior to the effective occurrence, the CONCESSIONAIRE and the GRANTING AUTHORITY of any facts that may result in the total or partial cancellation of the contracted insurance, reduction of coverage, increase of deductibles, or reduction of insured amounts, subject to the situations provided by law;
- e.** The CONCESSIONAIRE shall be fully responsible for the payment of premiums and deductibles in the event of the use of any insurance provided for in the AGREEMENT;
- f.** The CONCESSIONAIRE shall provide, within no more than 30 (thirty) days from the beginning of each year of the CONCESSION, a certificate issued by the insurer(s) confirming that all contracted insurance policies are valid and that the respective premiums have been paid;
- g.** Any differences between the contracted amounts and the indemnities paid in respect

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

of claims shall not give rise to any right to restoration of the economic and financial balance of the AGREEMENT, nor shall they release the CONCESSIONAIRE from the obligations set forth in the AGREEMENT; and

- h.** The differences referred to in item “g” above may also not serve as grounds for the non-performance of any investment, including repairs and maintenance that may be required as a result of the occurrence of the insured event, the amounts of which were not fully covered by the insurance policies.

**41.8.** The CONCESSIONAIRE may amend coverages and deductibles, as well as any other conditions of the contracted insurance policies, in order to adapt them to the development of the activities that are the subject matter of the AGREEMENT, provided that prior approval by the GRANTING AUTHORITY is obtained.

**41.9.** In the event of omission by the GRANTING AUTHORITY for a period exceeding 30 (thirty) days, the proposed amendments shall be deemed tacitly accepted.

**41.10.** The insurance policies issued may not contain obligations, restrictions, or provisions that contravene the provisions of this AGREEMENT or the applicable sector regulations, and shall include an express statement by the insurance company declaring that it is fully aware of this AGREEMENT, including with respect to the limits of the CONCESSIONAIRE’s rights.

**41.11.** The CONCESSIONAIRE assumes full responsibility for the scope or any omission arising from the procurement of the insurance policies referred to in this AGREEMENT, including for purposes of the risks assumed.

**41.12.** In the event of failure by the CONCESSIONAIRE to comply with the obligation to take out and maintain the insurance policies in full force and effect, the GRANTING AUTHORITY, independently of its right to decree intervention or forfeiture of the CONCESSION under the terms of this AGREEMENT, may arrange for the procurement of such insurance and directly pay the respective premiums, with all costs borne by the CONCESSIONAIRE, which shall reimburse the GRANTING AUTHORITY accordingly.

## **42. INDEPENDENT VERIFIER**

**42.1.** The CONCESSIONAIRE shall retain a company or consortium of companies to act as the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

INDEPENDENT VERIFIER, assisting the GRANTING AUTHORITY in monitoring and supervising the performance of this AGREEMENT and in assessing compliance with the PERFORMANCE INDICATORS, including the OUTCOME-BASED PERFORMANCE INDICATORS, set forth in this AGREEMENT, EXHIBIT E – PERFORMANCE INDICATORS, and APPENDIX I – BONUS FOR EXCEPTIONAL PERFORMANCE of EXHIBIT E.

**42.2.** Subject to the provisions of this AGREEMENT and its EXHIBITS, the duties of the INDEPENDENT VERIFIER shall be those established in EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES.

**42.3.** The remuneration of the INDEPENDENT VERIFIER shall be borne by the CONCESSIONAIRE, and its payment may not be conditioned upon agreement by the PARTIES with respect to the documents issued by the INDEPENDENT VERIFIER in connection with its activities, but solely upon the regular and proper performance of its duties, as described in this AGREEMENT and EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES.

**42.4.** The INDEPENDENT VERIFIER shall neither replace nor restrict the exercise of the supervisory powers of the GRANTING AUTHORITY within the scope of the CONCESSION.

**42.5.** All documents, reports, manuals, analyses, and studies submitted by the INDEPENDENT VERIFIER, including preliminary versions, shall preferably be produced in electronic format and delivered simultaneously to the CONCESSIONAIRE and the GRANTING AUTHORITY, in compliance with the deadlines established in this AGREEMENT and its EXHIBITS.

**42.6.** The opinion of the INDEPENDENT VERIFIER shall not be binding upon either of the PARTIES.

### **43. SANCTIONS AND PENALTIES**

**43.1. SANCTIONS AND PENALTIES APPLICABLE TO THE CONCESSIONAIRE:**

**43.1.1.** Failure by the CONCESSIONAIRE to comply with the clauses of this AGREEMENT and the other EXHIBITS to the TENDER NOTICE, as well as with the rules of the applicable legislation and regulations, shall give rise, without damage to civil and criminal liability and to other penalties provided for under the applicable legislation and regulations, to

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

the imposition, individually or cumulatively, of the penalties set forth in this Clause.

**43.1.1.1.** The classification of infringements and the procedure for the application of the applicable administrative sanctions are set forth in EXHIBIT I – PENALTIES.

**43.1.1.2.** In cases where a given conduct corresponds to more than one infringement among those provided for in this AGREEMENT and EXHIBIT I – PENALTIES, the penalty corresponding to the most specific infringement shall apply, and the cumulative application of a more generic infringement related to the same conduct is hereby prohibited.

**43.1.2.** In the event of partial or total non-performance of this AGREEMENT and its EXHIBITS, as well as non-compliance with the applicable legislation and regulations, the GRANTING AUTHORITY may, without damage to civil and criminal liability and other penalties provided for under the applicable legislation and regulations, and without damage to the possibility of decreeing intervention or declaring forfeiture of the CONCESSION, apply the following contractual sanctions, as applicable:

- a. Warning notice;
- b. Monetary fine;
- c. Disqualification from participating in tenders and contracting with the State PUBLIC ADMINISTRATION, whether direct or indirect, for a period not exceeding 03 (three) years, applicable to all shareholders exercising CONTROL of the SPE at the time the unlawful act giving rise to the penalty was committed; and
- d. Declaration of ineligibility to participate in tenders and contract with the direct and indirect PUBLIC ADMINISTRATION of all federative entities, applicable to all shareholders exercising CONTROL of the SPE at the time the unlawful act was committed, for up to 6 (six) years, or until rehabilitation is granted pursuant to Article 163 of Federal Law No. 14,133/21.

**43.1.3.** The grading of penalties to which the CONCESSIONAIRE is subject shall observe the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

nature of the infringement committed, which shall fall into the following categories:

- a. Minor;
- b. Medium;
- c. Serious; and
- d. Very serious.

**43.1.4.** In applying sanctions, the GRANTING AUTHORITY shall observe the rules established in EXHIBIT I – PENALTIES and the following circumstances, in order to ensure their reasonableness and proportionality:

- a. The nature and severity of the infringement;
- b. The damages resulting therefrom to the SCHOOL COMMUNITY, the environment, the public treasury, and the GRANTING AUTHORITY;
- c. The advantages obtained by the CONCESSIONAIRE as a result of the infringement;
- d. The adoption of measures by the CONCESSIONAIRE to mitigate the damages caused by the infringement;
- e. The economic and financial condition of the CONCESSIONAIRE, in particular its capacity to meet financial obligations, generate revenues, and maintain execution of the AGREEMENT;
- f. The prior record of the CONCESSIONAIRE, including any recidivism, herein defined as the commission of the same infringement within a period of 12 (twelve) months counted from the date of the first infringement committed by the CONCESSIONAIRE;
- g. The duration over time of the situation that characterized the infringement;
- h. The implementation or improvement of an integrity program, in accordance with the rules and guidance of the control bodies; and

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- i. Other mitigating or aggravating circumstances, duly justified, subject to the provisions of the subclauses below.

**43.1.5.** The following shall be considered mitigating circumstances:

- a. Acknowledgment of the infringement, giving rise to a 30% (thirty percent) reduction in the amount of the fine, provided that the CONCESSIONAIRE makes spontaneous payment;
- b. Voluntary adoption of effective measures to prevent or mitigate the consequences of the infringement prior to issuance of the decision, giving rise to a 20% (twenty percent) reduction in the amount of the fine; and
- c. Absence of any final application of sanctions related to any infringement within the 12 (twelve) months preceding the date of commission of the infringement under review, giving rise to a 10% (ten percent) reduction in the amount of the fine.

**43.1.6.** The following shall be considered aggravating circumstances:

- a. Recidivism, pursuant to Subclause 43.1.4, "f", giving rise to a 20% (twenty percent) increase in the amount of the fine;
- b. Failure to adopt measures to remedy the effects of the infringement within the deadlines and under the terms indicated by the GRANTING AUTHORITY, giving rise to a 20% (twenty percent) increase in the amount of the fine;
- c. Exposure of USERS and third parties to risks to physical integrity, giving rise to a 20% (twenty percent) increase in the amount of the fine;
- d. Destruction of public assets, giving rise to a 20% (twenty percent) increase in the amount of the fine;
- e. Commission of the infringement through fraud or bad faith, giving rise to a 30% (thirty percent) increase in the amount of the fine;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- f. Commission of the infringement to facilitate or ensure the execution, concealment, impunity, or advantage of another infringement, giving rise to a 30% (thirty percent) increase in the amount of the fine; and
- g. Resulting irreversible damages to the SERVICES, students, and/or third parties, giving rise to a 30% (thirty percent) increase in the amount of the fine.

**43.1.7.** An infringement shall be deemed minor when it arises from conduct by the CONCESSIONAIRE from which it does not obtain any economic benefit.

**43.1.8.** The commission of a minor infringement shall give rise to the application of the following penalties:

- a. Warning notice, which shall be issued, as applicable, together with a determination to adopt the necessary corrective measures; or
- b. A fine, in the event of recidivism in the same conduct characterizing a minor infringement within a period of 04 (four) consecutive months, in an amount of up to 0.5% (one-half percent) of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT.

**43.1.9.** An infringement shall be deemed medium when it arises from conduct through which the CONCESSIONAIRE is found to have obtained an economic benefit, directly or indirectly.

**43.1.10.** The commission of a medium infringement shall give rise to the application of the following penalties, individually or cumulatively:

- a. Warning notice, which shall be issued, as applicable, together with a determination to adopt the necessary corrective measures; and
- b. A fine of up to 1% (one percent) of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT due in the month of the infringement, which shall also be imposed, as applicable, together with a determination to adopt the necessary corrective measures, without damage to the assessment of losses and damages.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**43.1.11.** The infringement shall be deemed serious when it results from conduct through which the CONCESSIONAIRE is found to have obtained an economic benefit, whether directly or indirectly, or when it causes harm to the GRANTING AUTHORITY, or constitutes a repeat occurrence of the same infringement of a medium or serious nature by the CONCESSIONAIRE.

**43.1.12.** An infringement of contractual duties that results in the impossibility of full use of more than 10% (ten percent) or partial use of more than 20% (twenty percent) of the EDUCATIONAL UNITS by members of the EDUCATIONAL COMMUNITY for more than 5 (five) consecutive days or 10 (ten) non-consecutive days within a single month shall also be deemed serious.

**43.1.13.** The commission of a serious infringement shall give rise to the application of the following penalties, individually or cumulatively with a fine:

- a. Determination to adopt the necessary corrective measures;
- b. A fine of up to 5% (five percent) of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT due in the month of the infringement, which shall also be imposed, as applicable, together with a determination to adopt the necessary corrective measures, without damage to the assessment of losses and damages.

**43.1.14.** An infringement shall be deemed very serious when the GRANTING AUTHORITY, considering the characteristics of the services provided and the act committed by the CONCESSIONAIRE, determines that its consequences cause significant harm to the public interest, effectively or potentially endangering the life or physical integrity of members of the EDUCATIONAL COMMUNITY, public health, the environment, the public treasury, or the very continuity of the subject matter of this AGREEMENT, regardless of any economic gain obtained by the CONCESSIONAIRE.

**43.1.15.** The commission of a very serious infringement shall give rise to the application of the following penalties, individually or cumulatively with a fine:

- a. A fine of up to 20% (twenty percent) of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT (CPME) due in the month of the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

infringement, which shall also be imposed, as applicable, together with a determination to adopt the necessary corrective measures and without damage to the assessment of losses and damages, with the fine being applied on a monthly basis until the issue is remedied;

- b.** Disqualification from participating in tenders and contracting with the STATE PUBLIC ADMINISTRATION, whether direct or indirect, for a period not exceeding 03 (three) years, applicable to all shareholders exercising CONTROL of the SPE at the time the unlawful act giving rise to the penalty was committed; and
- c.** Declaration of ineligibility to participate in tenders and contract with the direct and indirect PUBLIC ADMINISTRATION of all federative entities, applicable to all shareholders exercising CONTROL of the SPE at the time the unlawful act was committed, for up to 6 (six) years, or until rehabilitation is granted pursuant to Article 163 of Federal Law No. 14,133/21.

**43.1.16.** Even if they do not result in economic benefit to the CONCESSIONAIRE, the following shall be graded as:

- a.** A minor infringement: failure to provide the GRANTING AUTHORITY, within the stipulated deadline, with any documents and information relevant to the AGREEMENT, and failure to keep insurance policies in force, in accordance with this AGREEMENT;
- b.** A medium infringement: failure to contract or maintain the performance guarantees in compliance with the obligations set forth in this AGREEMENT, as well as obtaining a SCHOOL PERFORMANCE SCORE (NDE) below 3.5 (three and five-tenths) in 1 (one) consecutive ASSESSMENT QUARTER or 2 (two) alternate ASSESSMENT QUARTERS within a one-year period;
- c.** A serious infringement: obtaining a SCHOOL PERFORMANCE SCORE (NDE) below 3.5 (three and five-tenths) in 2 (two) consecutive ASSESSMENT QUARTERS or 3 (three) alternate

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

ASSESSMENT QUARTERS within a one-year period, with the possibility of a new fine being applied upon each new ASSESSMENT QUARTER in the event of repeated infringements.

- 43.1.17.** In defining the types of fine penalties and the respective dosimetry indicated in the preceding clauses, the GRANTING AUTHORITY shall take into account the circumstances of each case, with due justification, always observing proportionality between the severity of the breach and the intensity of the sanction, including with respect to the number of affected users and promoters and the duration over time of the situation that characterized the infringement.
- 43.1.18.** The commission of any infringement may not result in unlawful enrichment of the CONCESSIONAIRE, and the GRANTING AUTHORITY shall ensure the restitution or compensation by the CONCESSIONAIRE of any and all advantages obtained through the commission of the infringement, and may, for such purposes, adopt the relevant administrative and judicial measures.
- 43.1.19.** Failure to pay any fine imposed by the GRANTING AUTHORITY shall result in monetary adjustment based on the IPCA/IBGE and interest calculated at the rate in effect for late payment of taxes due to the Municipal Treasury, calculated pro rata die.
- 43.1.20.** Fines are not compensatory in nature and, accordingly, their payment shall not release the CONCESSIONAIRE from liability for losses and damages arising from the infringements committed.
- 43.1.21.** The application of the fines referred to in this Clause shall not prejudice, alter, limit, or modify the right of the GRANTING AUTHORITY to declare forfeiture or decree intervention in the CONCESSION, nor to impose other measures provided for in the AGREEMENT and/or under applicable law.
- 43.1.22.** Following a final decision rendered in a duly conducted administrative proceeding, with full defense and adversarial proceedings ensured to the CONCESSIONAIRE, and at the discretion of the GRANTING AUTHORITY, fines may be offset against future payments due by the GRANTING AUTHORITY in accordance with the AGREEMENT, including by deduction from amounts due as EFFECTIVE MONTHLY AVAILABILITY PAYMENT.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**43.1.23.** Should the GRANTING AUTHORITY opt for offsetting through deduction from the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, a monthly deduction of no more than 10% (ten percent) of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT shall be observed.

## **CHAPTER IX – INTERVENTION IN THE CONCESSION**

### **44. GRACE PERIOD**

**44.1.** The CONCESSIONAIRE shall only be deemed to be in default for purposes of intervention or forfeiture if, once an event of default has occurred, such non-compliance is not fully remedied within a period of 30 (thirty) days, counted from the date of receipt of the notice by the CONCESSIONAIRE, or within an additional period stipulated by the GRANTING AUTHORITY, that is, the GRACE PERIOD, depending on the severity of the default.

**44.1.1.** The granting of the GRACE PERIOD shall not release the CONCESSIONAIRE from the obligation to pay any fines that may be imposed and to indemnify any damages caused by its default.

**44.1.2.** In the event of suspension of the works or SERVICES, except for the cases admitted under this AGREEMENT, and depending on the nature of the SERVICE or work suspended, it shall be incumbent upon the GRANTING AUTHORITY to decree the immediate intervention in the CONCESSION.

### **45. INTERVENTION IN THE CONCESSION**

**45.1.** The GRANTING AUTHORITY may intervene in the CONCESSION in order to ensure the adequacy of the provision of the SERVICE, as well as the strict compliance with the applicable contractual, regulatory and legal rules.

**45.2.** The intervention may occur in situations of impediment or serious obstacle to the execution of the works or to the provision of the SERVICES, including, among others, the following:

**45.2.1.** Suspension of the activities that are the object of the AGREEMENT outside the cases admitted under this AGREEMENT and without the presentation of reasons capable of justifying them;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 45.2.2.** Serious and repeated inadequacies, insufficiencies or deficiencies in the works or SERVICES, the INVESTMENTS and other activities that are the object of the AGREEMENT;
- 45.2.3.** Use of the CONCESSION AREA for unlawful purposes or purposes not authorized under the applicable law or by the GRANTING AUTHORITY; and
- 45.2.4.** Failure to render accounts to the GRANTING AUTHORITY or the creation of obstacles to supervisory activities.
- 45.3.** Once the intervention in the CONCESSION is decreed, the GRANTING AUTHORITY shall temporarily assume, directly or through an intervenor appointed in the intervention decree, the provision of the SERVICE, the possession of the assets of the CONCESSIONAIRE, as well as the contracts, rights and obligations related to the SERVICE or necessary for its provision.
- 45.3.1.** The GRANTING AUTHORITY shall institute, within 30 (thirty) days from the effective date of the intervention, an administrative proceeding to evidence the causes that gave rise to the intervention in the CONCESSION and to ascertain any liabilities, ensuring the CONCESSIONAIRE the right to adversarial proceedings and full defense. The intervention proceeding shall be concluded within a maximum period of 180 (one hundred and eighty) days.
- 45.4.** The intervention shall not be decreed when, at the discretion of the GRANTING AUTHORITY, it is deemed ineffective, unjustifiably beneficial to the CONCESSIONAIRE, or unnecessary.
- 45.5.** The intervention shall be declared null and void if it is proven that the GRANTING AUTHORITY failed to observe the applicable legal and regulatory requirements or the principles of the Public Administration, and the CONCESSION shall be immediately returned to the CONCESSIONAIRE, without damage to its right to any indemnification, as provided for by law.
- 45.6.** Upon termination of the intervention, if the CONCESSION is not extinguished, the GRANTING AUTHORITY shall reinstate the CONCESSIONAIRE in the provision of the SERVICE, returning to it the possession of the public assets and the exercise of the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

contractual position, rights and obligations inherent to such provision, except if the forfeiture of the CONCESSION is decreed, pursuant to Clause **Erro! Fonte de referência não encontrada..**

- 45.7.** The termination of the intervention shall be preceded by the rendering of accounts by the GRANTING AUTHORITY, directly or through the intervenor appointed for such purpose, who shall be liable for the acts performed during his or her management.
- 45.8.** The decree of intervention shall result in the immediate removal of the managers of the CONCESSIONAIRE and shall not affect the regular course of the CONCESSIONAIRE's business, nor its normal operation.
- 45.9.** The EFFECTIVE MONTHLY AVAILABILITY PAYMENTS due by the GRANTING AUTHORITY during the intervention period shall be used to cover the charges provided for the fulfillment of the object of the AGREEMENT, including charges related to insurance and guarantees, charges arising from financing and the reimbursement of administrative costs.
- 45.10.** Any difference between the amounts collected and the amounts disbursed pursuant to Subclause 45.8, if any, shall be managed by the intervenor for as long as the intervention lasts and shall be returned to the CONCESSIONAIRE in accordance with Subclause 45.6.
- 45.11.** For acts involving the disposal or alienation of the assets of the CONCESSIONAIRE or acts of waiver, the intervenor shall require prior written authorization from the GRANTING AUTHORITY.
- 45.12.** Appeals against the acts of the intervenor may be filed with the GRANTING AUTHORITY.

## **CHAPTER X – TERMINATION OF THE AGREEMENT**

### **46. TERMINATION OF THE AGREEMENT**

- 46.1.** The termination of the AGREEMENT shall occur in any of the following events:
- a.** expiration of the contractual term;
  - b.** encampment;
  - c.** forfeiture;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- d. termination by the CONCESSIONAIRE or by mutual agreement;
- e. annulment of the AGREEMENT;
- f. bankruptcy, judicial or extrajudicial reorganization that adversely affects contractual performance, or dissolution of the CONCESSIONAIRE; and
- g. occurrence of a FORTUITOUS EVENT or FORCE MAJEURE, duly evidenced, that prevents the performance of the AGREEMENT.

**46.2.** In the event of termination of the CONCESSION, the GRANTING AUTHORITY may:

- a. occupy and use the sites, facilities, equipment and materials employed in the provision of the SERVICES that are necessary for their continuity;
- b. retain and enforce the PERFORMANCE GUARANTEE to collect fines and recover any losses caused by the CONCESSIONAIRE; and
- c. be subrogated in the contracts entered into by the CONCESSIONAIRE with third parties, for the terms and under the conditions originally agreed.

**46.2.1.** In any event of termination of the AGREEMENT, the GRANTING AUTHORITY may immediately assume, directly or indirectly, the provision of the SERVICES.

**46.3.** The GRANTING AUTHORITY may promote a new tender for the object of the AGREEMENT, assigning to the future winning tenderer the burden of paying the indemnification arising from the termination of the AGREEMENT, either directly to the FINANCIERS of the former CONCESSIONAIRE or directly to the latter, as applicable, except in the case of encampment, in which prior payment of the indemnification shall be observed.

**46.3.1.** The provisions of this Subclause shall not exclude or prejudice the right of the CONCESSIONAIRE to adopt collection measures from the moment the indemnification becomes due until its effective payment.

**46.4.** Upon termination of the CONCESSION, all REVERSIBLE ASSETS shall automatically revert to the GRANTING AUTHORITY, including those transferred to the CONCESSIONAIRE by the GRANTING AUTHORITY and those constructed or acquired by it during the CONCESSION, pursuant to Clause **Erro! Fonte de referência não**

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**encontrada..**

**46.4.1.** The CONCESSIONAIRE may not retain or fail to return any of the REVERSIBLE ASSETS.

**46.4.2.** Missing or damaged assets shall be indemnified by the CONCESSIONAIRE to the GRANTING AUTHORITY.

**46.5.** In the event of early termination of the AGREEMENT, the GRANTING AUTHORITY shall indemnify the CONCESSIONAIRE for the portions of the INVESTMENTS related to REVERSIBLE ASSETS that have not yet been amortized or depreciated, which were made with the purpose of ensuring the continuity and technological currency of the granted service, subject to the provisions of **Erro! Fonte de referência não encontrada.** and of each of the termination events described in Clauses **Erro! Fonte de referência não encontrada.** to **Erro! Fonte de referência não encontrada..**

**46.5.1.** No indemnification for lost profits shall be due in any of the events of termination of the AGREEMENT.

**46.6.** Whenever applicable, fines, damages and any other amounts owed by the CONCESSIONAIRE to the GRANTING AUTHORITY may be offset against amounts owed to the CONCESSIONAIRE by way of indemnification or compensation for imbalances arising from the occurrence of risk events allocated to the GRANTING AUTHORITY, in the event of termination of the AGREEMENT.

#### **47. GENERAL RULES ON INDEMNIFICATION**

**47.1.** In the events of termination of this AGREEMENT, the CONCESSIONAIRE shall be entitled to indemnification, pursuant to Article 36 of Federal Law No. 8,987/95, or any legislation that may replace it, for the portions of the INVESTMENTS made and linked to REVERSIBLE ASSETS that have not yet been amortized or depreciated, and, for purposes of calculating the indemnification, the methodological assumptions set forth in this Clause shall be observed.

**47.2.** The amortization method to be used in the calculation shall be the straight-line method (constant amortization), considering the recognition of the REVERSIBLE ASSET and the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

shorter of (i) the end date of the AGREEMENT or (ii) the useful life of the respective REVERSIBLE ASSET.

- 47.2.1.** Any amounts recorded as interest and other capitalizable financial expenses incurred during the RENOVATION PHASE shall not be considered;
- 47.2.2.** Any amounts recorded as capitalizable pre-operational expenses, understood as those incurred prior to the formal incorporation of the SPECIAL PURPOSE ENTITY, shall not be considered;
- 47.2.3.** Any amounts recorded as construction margin, understood as the portion of profit or entrepreneurial remuneration associated with the execution of the works, shall not be considered;
- 47.2.4.** Any amounts paid as premiums or overpricing in the acquisition of goods, rights or assets shall not be considered;
- 47.2.5.** Only costs and expenses that have been accounted for by the CONCESSIONAIRE itself shall be considered, and any costs and expenses accounted for by shareholders or RELATED PARTIES of the CONCESSIONAIRE shall not be considered, even if incurred for the benefit of the activities carried out under the AGREEMENT; and
- 47.2.6.** The amount of the portions of the investments linked to REVERSIBLE ASSETS that have not yet been amortized or depreciated shall be determined based on the intangible and/or financial assets of the CONCESSIONAIRE, having as the end date the date of notification of the termination of the AGREEMENT to the CONCESSIONAIRE, in accordance with the applicable accounting rules, notably Technical Interpretation ICPC 01 (R1), related pronouncements and guidance, as well as their respective revisions, all issued by the Brazilian Accounting Pronouncements Committee – (“Comitê de Pronunciamentos Contábeis” – CPC), duly adjusted in accordance with the IPCA/IBGE from the contractual year of recognition of the investment until the contractual year of payment of the indemnification.
- 47.3.** The costs accounted for in accordance with the methodology set forth in Subclause 47.2 above shall be subject to the following maximum limits:

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 47.3.1.** for the investments originally contemplated in the AGREEMENT, the amounts indicated in APPENDIX III – INVESTMENT SCHEDULE of EXHIBIT A, duly adjusted in accordance with the IPCA/IBGE from the original base date of the AGREEMENT until the contractual year of payment of the indemnification;
- 47.3.2.** the amounts calculated for additional investments provided for in a contractual amendment, duly adjusted in accordance with the IPCA/IBGE from the contractual year of reference of the price set forth in such amendment until the contractual year of payment of the indemnification; and
- 47.3.3.** for other investments in REVERSIBLE ASSETS made where there is no provision for similar investment in APPENDIX III – INVESTMENT SCHEDULE of EXHIBIT A, the amounts to be approved by the GRANTING AUTHORITY, considering values estimable at the time the respective investments were made, based on invoices recorded in the PNCP and/or analogous supporting documentation, duly adjusted in accordance with the IPCA/IBGE from the contractual year of the base date of the value of such investments until the contractual year of payment of the indemnification.
- 47.4.** REVERSIBLE ASSETS that have been incorporated into the assets of the CONCESSIONAIRE by way of donation or through indemnification paid by the GRANTING AUTHORITY shall not be included in the indemnifiable amount.
- 47.5.** Any costs related to the repair and/or reconstruction of REVERSIBLE ASSETS delivered in a condition different from that established in this AGREEMENT and its EXHIBITS shall be deducted from the indemnifiable amount.
- 47.6.** The calculation of the indemnification carried out in accordance with this Clause and the subsequent clauses, and its effective payment in the administrative sphere, when accepted by the CONCESSIONAIRE, shall constitute full, general and unrestricted settlement of the amounts due by the GRANTING AUTHORITY as a result of the termination, and the CONCESSIONAIRE may not claim, administratively or judicially, under any title, any other indemnification, including for lost profits or actual damages.
- 47.7.** If the indemnification amounts calculated in accordance with this Clause and the subsequent clauses are subject to taxation at the time of payment, the amount to be paid shall be grossed up so as to ensure that the CONCESSIONAIRE receives a net amount after

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

taxes equivalent to the calculated indemnification amount.

- 47.8.** To the amount of indemnification due to the CONCESSIONAIRE, calculated based on the methodology set forth in this Clause, there shall be added or deducted the amount corresponding to the balance of economic and financial imbalances, in favor of, respectively, the CONCESSIONAIRE or the GRANTING AUTHORITY, which are already liquid and payable after the conclusion of the administrative proceeding, by a decision no longer subject to administrative appeal.
- 47.9.** From the indemnification due to the CONCESSIONAIRE, considering the provisions of Subclause 47.7, and except in the event of forfeiture, the following amounts shall be deducted, always in the order set forth below and irrespective of the consent of the CONCESSIONAIRE:
- 47.9.1.** the amounts received by the CONCESSIONAIRE as insurance proceeds related to the events or circumstances that gave rise to the termination of the CONCESSION;
- 47.9.2.** the outstanding balance due to the FINANCIERS in respect of FINANCING arrangements whose primary purpose is the raising of funds for investments linked to REVERSIBLE ASSETS, plus the contractual interest agreed in the respective contractual instruments;
- 47.9.3.** the amount of fines imposed on the CONCESSIONAIRE in the course of performance of the AGREEMENT, arising from proceedings that have become final and binding and/or sanctioning proceedings already concluded, by a decision no longer subject to administrative appeal;
- 47.9.4.** the amount of material damages demonstrably caused by the CONCESSIONAIRE to the GRANTING AUTHORITY, as recognized in a decision no longer subject to administrative appeal.
- 47.10.** The amount referred to in Subclause 47.1 may be paid by the GRANTING AUTHORITY directly to the FINANCIERS.
- 47.11.** Any penalty amount whose administrative proceeding is still pending at the time the indemnification amounts are determined shall be withheld from the indemnification amount

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

until the conclusion of the administrative proceeding by a decision no longer subject to appeal, such amount being adjusted in accordance with the IPCA/IBGE and paid to the CONCESSIONAIRE in the event of a decision in its favor at the end of the administrative proceeding.

**47.12.** In the event of forfeiture, the amounts provided for in Subclauses 47.9.3 and 47.9.4 shall have priority in the order of deductions in relation to the amount provided for in Subclause 47.9.1.

**47.13.** The release of the CONCESSIONAIRE from obligations arising from other FINANCING contracts entered into by it for the performance of the AGREEMENT, not covered by Subclause 47.9.2, may be effected by:

**47.13.1.** assumption, by the GRANTING AUTHORITY or by third parties contracted by it, by way of subrogation, vis-à-vis the FINANCIERS or creditors, through an agreement among such parties, of the remaining contractual obligations of the CONCESSIONAIRE, up to the limit of the amount due to the CONCESSIONAIRE after the deductions provided for in Subclause 47.8, provided that the FINANCIERS agree thereto; or

**47.13.2.** payment of indemnification to the CONCESSIONAIRE, limited to the amount of indemnification calculated pursuant to Subclause 47.9, of the total outstanding debts it maintains with FINANCIERS or creditors.

**47.14.** The amount related to the release referred to in Subclause 47.12 shall be deducted from the total indemnification amount due to the CONCESSIONAIRE and may not, under any circumstances, exceed the total amount of indemnification due.

**47.15.** The general rules on indemnification set forth in this Clause apply to all events of termination of the AGREEMENT, and the payment of indemnification for specific items provided for in each of the early termination clauses set forth below shall always be observed.

#### **48. EXPIRATION OF THE CONTRACTUAL TERM**

**48.1.** The expiration of the contractual term shall, as a matter of right, result in the termination of the CONCESSION.

**48.2.** Up to 6 (six) months prior to the expiration of the contractual term, the GRANTING

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

AUTHORITY shall establish, jointly and with the cooperation of the CONCESSIONAIRE, the OPERATIONAL DEMOBILIZATION PROGRAM, in order to define the rules and procedures for the assumption of the operation by the GRANTING AUTHORITY or by an authorized third party.

**48.3.** Upon expiration of the contractual term, the CONCESSIONAIRE shall not be entitled to any indemnification in respect of investments in REVERSIBLE ASSETS, which shall be amortized within the AGREEMENT TERM, unless otherwise expressly provided for in this AGREEMENT or in any contractual amendments that may have been executed.

**48.4.** In the ORDINARY REVIEW preceding the end of the AGREEMENT TERM, the PARTIES shall anticipate any investments required for demobilization, it being certain that such investments shall be amortized by the expiration of the AGREEMENT TERM.

**48.5.** In the event of termination of the AGREEMENT due to the cause set forth in this Clause, the GRANTING AUTHORITY shall make the following payments to the CONCESSIONAIRE:

- a. the book value of the INVESTMENTS in REVERSIBLE ASSETS that have not been depreciated or amortized and that were made for the purpose of ensuring the continuity and technological currency of the granted SERVICE; and
- b. any overdue payments.

**49. ENCAMPAMENT**

**49.1.** The PUBLIC ADMINISTRATION may, at any time and upon due justification, for the purpose of serving the public interest, resume the CONCESSION by means of encampament, upon the enactment of a concrete and specific legislative authorization to that effect.

**49.2.** In the event of termination of the AGREEMENT for the cause indicated in this Clause, the GRANTING AUTHORITY shall make payment to the CONCESSIONAIRE corresponding to: (i) the portions of the INVESTMENTS related to REVERSIBLE ASSETS that have not yet been amortized or depreciated, which were made with the objective of ensuring the continuity and technological currency of the granted SERVICE; and (ii) all charges and burdens arising

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

from fines, terminations and indemnities that may be due to suppliers, contractors, FINANCIERS and third parties in general, including the charges and obligations arising from financing agreements, provided that such amounts are compatible with market practice, especially in the case of contracting with RELATED PARTIES, and are expressly provided for in contract or arise from a judicial decision, and excluding from the indemnification any amounts relating to lost profits or analogous amounts, even if provided for in contracts entered into by the CONCESSIONAIRE;

**49.3.** The payment of the indemnification, subject to the discipline of Clause **Erro! Fonte de referência não encontrada.**, shall be made by the GRANTING AUTHORITY prior to the resumption of the CONCESSION, pursuant to Article 37 of Federal Law No. 8,987/1995, in legal tender, and such payment shall imply the automatic discharge of the GRANTING AUTHORITY's obligation toward the CONCESSIONAIRE.

**49.4.** Fines, indemnities and any other amounts owed by the CONCESSIONAIRE to the GRANTING AUTHORITY shall be deducted from the gross indemnification provided for in the event of encampment.

**49.4.1.** The PUBLIC GUARANTEE may be called upon for the payment of indemnification in the event of ENCAMPMENT of the CONCESSION, and such payment shall, in any case, be made prior to the termination of this AGREEMENT.

## **50. FORFEITURE**

**50.1.** The total or partial non-performance of the AGREEMENT by the CONCESSIONAIRE, or of the duties imposed by law or regulation, shall give rise, at the discretion of the GRANTING AUTHORITY, to the declaration of forfeiture of the CONCESSION, which shall be preceded by the appropriate administrative proceeding, ensuring due process of law, especially the right to full defense and adversarial proceedings, after exhaustion of the dispute resolution mechanisms provided for in this AGREEMENT, without damage to the penalties applicable pursuant to Clause **Erro! Fonte de referência não encontrada.**

**50.2.** The forfeiture of the CONCESSION may be declared in the cases provided for in Subclause 50.1, in addition to those listed below:

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- a.** if the service is being rendered in an inadequate or deficient manner, thus considered the attainment of a SCHOOL PERFORMANCE SCORE – NDE lower than:
  - i.** 3.5 (three point five) for 5 (five) consecutive ASSESSMENT QUARTERS or 10 (ten) alternating ASSESSMENT QUARTERS within a period of 5 (five) years of the AGREEMENT TERM;
  - ii.** 3.0 (three point zero) for 6 (six) consecutive ASSESSMENT QUARTERS or 9 (nine) alternating ASSESSMENT QUARTERS within a period of 5 (five) years of the AGREEMENT TERM;
  - iii.** 2.5 (two point five) for 4 (four) consecutive ASSESSMENT QUARTERS or 6 (six) alternating ASSESSMENT QUARTERS within a period of 5 (five) years of the AGREEMENT TERM; and
  - iv.** 1.0 (one point zero) for 3 (three) consecutive ASSESSMENT QUARTERS or 6 (six) alternating ASSESSMENT QUARTERS within a period of 5 (five) years of the AGREEMENT TERM;
- b.** if the CONCESSIONAIRE repeatedly breaches contractual clauses or legal or regulatory provisions concerning the CONCESSION;
- c.** if the CONCESSIONAIRE suspends the service or contributes thereto, except in cases arising from a FORTUITOUS EVENT or FORCE MAJEURE;
- d.** if the CONCESSIONAIRE loses the economic, technical or operational conditions necessary to maintain the adequate provision of the granted service;
- e.** if the CONCESSIONAIRE fails to comply with the penalties imposed for infractions within the applicable deadlines;
- f.** if there is a deviation by the CONCESSIONAIRE from its corporate purpose;
- g.** if there is a transfer of the CONCESSION or a change in the direct shareholding CONTROL of the CONCESSIONAIRE without the prior and express approval of the GRANTING AUTHORITY, as provided for in this AGREEMENT;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- h.** if the CONCESSIONAIRE is convicted by a final and unappealable court decision for tax evasion, including social security contributions;
- i.** if the CONCESSIONAIRE fails to contract and maintain in full force and effect the insurance policies, or fails to maintain the PERFORMANCE GUARANTEE, pursuant to this AGREEMENT;
- j.** if the CONCESSIONAIRE fails to comply with a notice from the GRANTING AUTHORITY to regularize the provision of the SERVICE; and
- k.** if the CONCESSIONAIRE fails to comply with a notice from the GRANTING AUTHORITY to submit, within 180 (one hundred and eighty) days, the documentation relating to tax compliance during the CONCESSION.

**50.3.** The declaration of forfeiture by the GRANTING AUTHORITY shall necessarily be preceded by the corresponding administrative proceeding to verify the default, ensuring the CONCESSIONAIRE the right to full defense and adversarial proceedings and the opportunity to remedy the default.

**50.4.** Once the administrative proceeding has been initiated, if it is not possible, or if there is refusal or omission by the CONCESSIONAIRE to adopt measures to remedy the default and restore the normal conditions for performance of the AGREEMENT, and the default giving rise to forfeiture is proven, forfeiture shall be declared by an act of the GRANTING AUTHORITY.

**50.5.** Any indemnification eventually due to the CONCESSIONAIRE, in addition to observing the discipline of Clause **Erro! Fonte de referência não encontrada.**, shall be paid by the GRANTING AUTHORITY to the CONCESSIONAIRE after the termination of the AGREEMENT, and such payment shall imply the automatic discharge of the GRANTING AUTHORITY's obligation toward the CONCESSIONAIRE.

**50.6.** In the event of termination of the AGREEMENT for the cause indicated in this Clause, the GRANTING AUTHORITY shall make the following payments to the CONCESSIONAIRE:

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- a. the book value of the INVESTMENTS in REVERSIBLE ASSETS that have not been depreciated or amortized and that were made with the objective of ensuring the continuity and technological currency of the granted SERVICE; and
- b. any overdue payments.

**50.6.1.** The CONCESSIONAIRE shall not be entitled to any other amounts, and the GRANTING AUTHORITY may offset against the indemnification amount any penalties imposed on the CONCESSIONAIRE that remain unpaid, as well as any damages caused by the CONCESSIONAIRE to the GRANTING AUTHORITY.

**50.6.2.** In the event of a declaration of forfeiture, the PERFORMANCE GUARANTEE shall fully revert to the GRANTING AUTHORITY, which shall seek collection of any difference that may be determined between the amount of the guarantee provided and the loss incurred.

**50.7.** The declaration of forfeiture shall not result in any type of liability for the GRANTING AUTHORITY with respect to charges, burdens, obligations or commitments to third parties or to the CONCESSIONAIRE's employees, except for commitments expressly assumed by the GRANTING AUTHORITY or to the extent of liability imposed by APPLICABLE LAW.

**51. TERMINATION BY THE CONCESSIONAIRE OR BY MUTUAL AGREEMENT**

**51.1.** The AGREEMENT may be terminated, in accordance with law, by judicial action initiated by the CONCESSIONAIRE, in the event of breach by the GRANTING AUTHORITY of its obligations, subject to the provisions of Subclause 51.4.

**51.2.** Notwithstanding the provisions of the Subclause above, the SERVICES may not be interrupted or suspended by the CONCESSIONAIRE until the court decision becomes final and unappealable.

**51.3.** This AGREEMENT may also be terminated by mutual consent between the PARTIES, through the execution of the respective amendment to the AGREEMENT governing, among other matters:

**51.3.1.** Any suspension of the performance of new investments by the CONCESSIONAIRE or, alternatively, of SERVICES, exempting it from any penalties due to the non-execution of

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

such WORKS or SERVICES;

**51.3.2.** The remaining term for the provision of the SERVICES by the CONCESSIONAIRE;

**51.3.3.** The manner of sharing the expenses arising from the contractual termination, as well as the amount of indemnification due to the CONCESSIONAIRE by the GRANTING AUTHORITY, as determined and calculated pursuant to this AGREEMENT; and

**51.3.4.** The schedule for payment of indemnification to the CONCESSIONAIRE by the GRANTING AUTHORITY.

**51.4.** The CONCESSIONAIRE may unilaterally terminate the AGREEMENT by means of a specific judicial action for that purpose, pursuant to Article 39 of Federal Law No. 8,987/1995, including, but not limited to, the following situations:

**51.4.1.** Breach by the GRANTING AUTHORITY of its duties to establish and maintain, throughout the AGREEMENT TERM, the PUBLIC GUARANTEE under its responsibility; and

**51.4.2.** Breach of any obligations relating to the soundness, enforceability, feasibility, firmness, liquidity and/or certainty of the PUBLIC GUARANTEE, as provided for in this AGREEMENT and in EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT.

**51.5.** In the event of default on contractual obligations by the GRANTING AUTHORITY, it shall bear:

**51.5.1.** Full reimbursement, with updated amounts, of all INVESTMENTS made by the CONCESSIONAIRE up to the date of default, including financial expenses already incurred and any penalties imposed by banking agreements entered into in reliance on the performance of this AGREEMENT;

**51.5.2.** supplementary losses and damages, if proven, calculated in the manner provided for in **Erro! Fonte de referência não encontrada.**, in addition to observing the discipline of Clause **Erro! Fonte de referência não encontrada.**

**51.6.** The application of the sanctions provided for in this Clause, including the composition of supplementary losses and damages for contractual breach, shall be carried out in

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

compliance with the dispute resolution procedure provided for in this AGREEMENT.

## **52. ANNULMENT OF THE AGREEMENT**

**52.1.** The AGREEMENT may be annulled, ex officio by the GRANTING AUTHORITY or by judicial decision, in the event of the occurrence of an illegality that constitutes an incurable defect.

**52.2.** If the illegality referred to in Subclause 52.1 above does not result from an act performed by the CONCESSIONAIRE and its validation is possible with the preservation of the acts already performed, the PARTIES shall communicate with each other with a view to maintaining the AGREEMENT.

**52.3.** The indemnification due to the CONCESSIONAIRE shall observe the discipline of Clause **Erro! Fonte de referência não encontrada.** and shall be calculated:

**52.3.1.** On the same bases defined in Clause 49 for encampment, in cases in which the CONCESSIONAIRE has not contributed to the illegality; and

**52.3.2.** On the same bases defined in Clause **Erro! Fonte de referência não encontrada.** for forfeiture, in cases in which the CONCESSIONAIRE has necessarily contributed to the illegality.

## **53. BANKRUPTCY, JUDICIAL REORGANIZATION AND DISSOLUTION OF THE CONCESSIONAIRE**

**53.1.** The CONCESSION may be terminated if the CONCESSIONAIRE is declared bankrupt by a final and unappealable court decision, or in the event of judicial or extrajudicial reorganization that impairs the performance of the AGREEMENT, or, further, in the event of dissolution of the CONCESSIONAIRE.

**53.2.** Upon the declaration of bankruptcy or the granting of judicial reorganization, the GRANTING AUTHORITY shall be placed in possession of all REVERSIBLE ASSETS and shall immediately assume performance of the object of this AGREEMENT.

**53.3.** In the event of dissolution of the CONCESSIONAIRE due to a declaration of bankruptcy, or the granting of judicial reorganization that, in this case, impairs the performance of the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

AGREEMENT, or, further, in the event of dissolution of the CONCESSIONAIRE by resolution of its shareholders, the same provisions applicable to FORFEITURE of the CONCESSION shall apply, with the initiation of the due administrative proceeding to ascertain the effective loss and determine the applicable sanctions.

**53.4.** No distribution of any eventual net assets of the dissolved CONCESSIONAIRE among its shareholders shall take place prior to the payment of all obligations to the GRANTING AUTHORITY, nor without the issuance of an instrument by the GRANTING AUTHORITY evidencing the effective reversion.

**53.5.** The indemnification due to the CONCESSIONAIRE shall, in addition to observing the discipline of Clause **Erro! Fonte de referência não encontrada.**, be paid by the GRANTING AUTHORITY to the CONCESSIONAIRE after termination of the AGREEMENT, and such payment shall imply the automatic discharge of the GRANTING AUTHORITY's obligation toward the CONCESSIONAIRE.

**53.6.** In the event of termination of the AGREEMENT for the cause indicated in this Clause, the GRANTING AUTHORITY shall make, in favor of the CONCESSIONAIRE, payment of indemnification calculated in accordance with Subclause 51.6, without damage to the order of priority and the other provisions of Federal Law No. 11,101/2005.

**53.6.1.** In the event of termination of the AGREEMENT pursuant to this Clause, the PERFORMANCE GUARANTEE shall fully revert to the GRANTING AUTHORITY, which shall seek collection of any difference that may be determined between the amount of the guarantee provided and the loss incurred.

**53.6.2.** The CONCESSIONAIRE shall not be entitled to any other amounts, and the GRANTING AUTHORITY may offset against the indemnification amount any penalties imposed on the CONCESSIONAIRE that remain unpaid, as well as any damages caused by the CONCESSIONAIRE or any other amounts owed by the CONCESSIONAIRE.

**54. REVERSIBLE ASSETS AND THEIR REVERSION UPON TERMINATION OF THE AGREEMENT**

**54.1.** All public assets linked to and allocated to the object of the CONCESSION, which are

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

indispensable to the provision of the services and which shall be designed, constructed, implemented and/or supplied by the CONCESSIONAIRE and allocated to the adequate provision of the SERVICES object of the AGREEMENT, shall form part of the CONCESSION and be deemed REVERSIBLE ASSETS, including:

- a. All works provided for in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and its APPENDIX I – CONCEPTUAL DESIGN BY TYPOLOGY;
- b. The buildings of the EDUCATIONAL UNITS indicated in EXHIBIT D – LIST OF UNITS AND DESCRIPTIVE MEMORANDUM;
- c. Equipment (machines, apparatus, accessories, devices, spare components, electronic and computational systems, etc.) and furniture, listed on a reference basis in EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS of the AGREEMENT, that are effectively acquired and implemented by the CONCESSIONAIRE; and
- d. All assets, in general, transferred to the CONCESSIONAIRE, directly related to the provision of the SERVICES, described in the REVERTIBLE ASSETS LISTING INSTRUMENT, which formalizes the transfer to the CONCESSIONAIRE of responsibility for their possession, custody, operation, maintenance, conservation and surveillance, and which shall become part of the REVERSIBLE ASSETS INVENTORY, representing its update.

**54.2.** The CONCESSIONAIRE undertakes to maintain the REVERSIBLE ASSETS, at its own expense, in good operating condition, conservation and safety throughout the term of the AGREEMENT, carrying out, for such purpose, the repairs, renewals and adaptations necessary for the proper performance of the SERVICES, as provided for in this AGREEMENT, except for wear and tear resulting from normal use.

**54.2.1.** Expenditures for maintenance, conservation or renewal of the REVERSIBLE ASSETS that result in an increase in the amortization period of such assets shall be subject to prior approval by the GRANTING AUTHORITY.

**54.3.** The CONCESSIONAIRE may only dispose of REVERSIBLE ASSETS upon prior and express authorization of the GRANTING AUTHORITY, and provided that, where necessary,

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

it immediately replaces them with others in operating and functional condition.

**54.4.** The granting of the CONCESSION does not alter the legal nature of the REVERSIBLE ASSETS of the CONCESSION, nor does it transfer ownership thereof to the CONCESSIONAIRE, whose role is limited to carrying out the works and providing the SERVICES governed by this AGREEMENT.

**54.5.** It shall be the responsibility of the CONCESSIONAIRE to prepare, at the end of each year of the CONCESSION, the REVERSIBLE ASSETS INVENTORY, to be submitted to the GRANTING AUTHORITY by May 1 of each year and approved by it, with the assistance of the INDEPENDENT VERIFIER, and which shall also cover all contracted credits and acquisitions/constructions made in the previous year.

**54.5.1.** The REVERSIBLE ASSETS INVENTORY prepared by the CONCESSIONAIRE shall be subject to approval by the GRANTING AUTHORITY, which may include or remove assets, for which purpose it may carry out on-site inspections or request documents from the CONCESSIONAIRE.

**54.6.** Six (6) months prior to the expiration of the AGREEMENT term, the CONCESSIONAIRE shall commence the training of personnel designated by the GRANTING AUTHORITY, as well as transfer the technical and administrative documentation and operational guidelines.

**54.7.** For purposes of effecting the transfer, the applicable technical, managerial and legal procedures shall be established in the OPERATIONAL DEMOBILIZATION PROGRAM, to be prepared by the PARTIES up to six (6) months prior to the expiration of the AGREEMENT term.

**54.8.** In order to receive the REVERSIBLE ASSETS, the GRANTING AUTHORITY shall appoint a receiving committee composed of at least three (3) members, which shall be competent to draw up the verification instrument and, if compliant, carry out final acceptance by executing the return instrument.

**54.9.** The REVERSIBLE ASSETS shall be in adequate conditions of conservation and operation to allow the continuity of the SERVICES upon termination of the CONCESSION for an additional minimum period of twenty-four (24) months, except where they have a shorter USEFUL LIFE.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 54.10.** Where applicable, and subject to the provisions of Clause **Erro! Fonte de referência não encontrada.**, the CONCESSIONAIRE, jointly with the GRANTING AUTHORITY, shall deposit a backup copy, in electronic media, of all source codes with an institution specialized in the storage of digital media selected at the discretion of the GRANTING AUTHORITY.
- 54.10.1.** The backup copy may only be replaced by updated versions, always jointly by the CONCESSIONAIRE and the GRANTING AUTHORITY.
- 54.10.2.** It shall be incumbent upon the GRANTING AUTHORITY to retrieve the backup copy for its own use upon termination of the CONCESSION.
- 54.10.3.** Where delivery of the source code cannot be carried out due to contracts entered into with third parties, the CONCESSIONAIRE shall ensure its licensing in accordance with Subclause 30.6.
- 54.10.4.** Any software, of whatever nature, necessary for the performance of the SERVICES, that has been specifically acquired or developed for such purpose, shall have its licenses maintained in full force and effect throughout the contractual execution and, upon termination of the CONCESSION, be transferred to the GRANTING AUTHORITY, free of charge, together with the source code of the updated versions, for a period of no less than five (5) years.
- 54.11.** In the year preceding the occurrence of the contractual term, the GRANTING AUTHORITY shall determine, by notice given at least five (5) days in advance, the commencement of the prior inspection procedure of the REVERSIBLE ASSETS in order to verify the compatibility of their state of conservation with the minimum requirements of this AGREEMENT and with the natural use and wear of such assets, ensuring the CONCESSIONAIRE, in any event, the right to accompany such inspection and to support it with technical reports and other evidence gathered by it.
- 54.12.** Upon completion of the final assessment of the REVERSIBLE ASSETS, the GRANTING AUTHORITY may retain payments in the amount necessary to remedy any irregularities eventually identified or require the CONCESSIONAIRE to carry out the repairs, at its own expense, within the deadlines determined by the receiving committee, with due observance of full defense and adversarial proceedings.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

## **CHAPTER XI – DISPUTE RESOLUTION**

### **55. DISPUTE RESOLUTION**

**55.1.** In the event of disputes or controversies arising out of this AGREEMENT, the PARTIES shall meet and seek to resolve them by mutual agreement, always convening their respective governing bodies vested with decision-making authority.

**55.2.** The interested PARTY shall notify the other PARTY in writing, setting forth all its allegations regarding the dispute or controversy, which notification shall also be accompanied by a proposal for its resolution or clarification.

**55.2.1.** The notified PARTY shall have a period of 10 (ten) business days, counted from receipt of the notification, to respond as to whether it agrees with the proposed resolution or clarification.

**55.2.2.** If the notified PARTY agrees with the proposed resolution or clarification, the PARTIES shall deem the dispute or controversy to be resolved and shall take the necessary measures to implement what has been agreed, without damage to maintaining a formal and documented record of all controversies initiated throughout the term of the AGREEMENT.

**55.2.3.** If it does not agree, the notified PARTY shall, also within the period of 10 (ten) business days, present to the other PARTY the reasons for its disagreement with the proposed resolution or clarification and, in such case, shall submit an alternative proposal for the resolution of the impasse.

**55.2.4.** In the amicable dispute resolution process referred to in this clause, the PARTIES may rely on the technical support of a mediator designated by mutual agreement to assist them in the negotiation process, whose remuneration, if any, shall be agreed between the PARTIES.

**55.3.** The consensual dispute resolution process shall be initiated upon notification by one PARTY to the other and shall be concluded within a maximum period of 30 (thirty) days, counted from the date of receipt of the notification by the other PARTY.

**55.4.** The amicable dispute resolution procedure provided for in this clause shall not be

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

mandatory in urgent cases, that is, in cases where there is a risk of loss of rights or aggravation of the situation.

**55.5.** The suspension of the works or the SERVICES shall only be admitted when the subject matter of the disagreement or conflict of interest entails risks to the safety of persons and/or of the project, and, whenever possible without compromising safety, upon obtaining the prior consent of the GRANTING AUTHORITY to such suspension.

**55.6.** The amicable settlement of the conflict may also take place before the Administrative Conflict Prevention and Resolution Chamber (Câmara de Prevenção e Resolução Administrativa de Conflitos – CPRAC-AGE), created by State Supplementary Law No. 151/2019, or through mediation, pursuant to Law No. 13,140/2015, or, further, by means of an agreement entered into in the judicial or arbitral sphere

**55.7.** Any dispute resolution procedure initiated within the scope of this AGREEMENT shall be bilateral and shall have the GRANTING AUTHORITY and the CONCESSIONAIRE as parties thereto, and the PARENT COMPANY may participate as assistant or co-litigant of the CONCESSIONAIRE.

**55.8.** The submission of any matter to the dispute resolution mechanisms provided for in this AGREEMENT shall not release the PARTIES from the due and timely performance of the provisions of the AGREEMENT and of the determinations of the GRANTING AUTHORITY related thereto, nor shall it allow any interruption in the development of the activities comprising the CONCESSION, which shall continue to be carried out in accordance with the contractually enforceable terms, remaining so until a decision is rendered in respect of the matter at issue.

## **56. DISPUTE RESOLUTION COMMITTEE**

**56.1.** Either PARTY may request the establishment of a specific or *ad hoc* DISPUTE RESOLUTION COMMITTEE, pursuant to Article 23-A of Law No. 8,987, of February 13, 1995, for the resolution of any divergences of a technical or economic and financial nature during the execution of the AGREEMENT, such as:

**56.1.1.** the calculation and payment of the MONTHLY AVAILABILITY PAYMENT;

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

- 56.1.2.** the calculation of any indemnities that may be due to the CONCESSIONAIRE in the events governed by this AGREEMENT;
- 56.1.3.** the handover of the works and the PROVISIONAL ACCEPTANCE or FINAL ACCEPTANCE of the EDUCATIONAL UNITS;
- 56.1.4.** changes and adjustments to the MACRO IMPLEMENTATION SCHEDULE or the detailed schedule; or
- 56.1.5.** the economic and financial balance of the AGREEMENT.
- 56.2.** The DISPUTE RESOLUTION COMMITTEE shall be prohibited from addressing matters inherent to the supervisory prerogatives of the GRANTING AUTHORITY or the investigation of infractions.
- 56.3.** The DISPUTE RESOLUTION COMMITTEE shall not be authorized to review the clauses of the AGREEMENT.
- 56.4.** The interested PARTY shall have a period of 15 (fifteen) days from the occurrence of the event giving rise to the controversy to request the establishment of the DISPUTE RESOLUTION COMMITTEE or, if the consensual resolution referred to in Clause **Erro! Fonte de referência não encontrada.**, has been attempted, a period of 15 (fifteen) days without response from the other PARTY, counted from the date on which the last communication was delivered.
- 56.5.** The members of the DISPUTE RESOLUTION COMMITTEE shall be appointed as follows, each of them being entitled to one vote in the deliberations:
- 56.5.1.** One member appointed by the GRANTING AUTHORITY;
- 56.5.2.** One member appointed by the CONCESSIONAIRE; and
- 56.5.3.** One member, with proven expertise in the subject matter of the divergence, who shall be chosen by mutual agreement between the PARTIES or appointed by the INDEPENDENT VERIFIER, in the event of divergences regarding the MONTHLY AVAILABILITY PAYMENT or strictly economic matters.
- 56.5.4.** The members appointed to serve on the DISPUTE RESOLUTION COMMITTEE shall

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

also meet the following minimum requirements:

- a.** be in full enjoyment of civil capacity;
- b.** have no relationships with the PARTIES or with the dispute submitted to them that would characterize situations of impediment or suspicion applicable to judges, as provided for in the Code of Civil Procedure; and
- c.** possess well-known and proven technical knowledge in the subject matter of the controversy to be submitted by the PARTIES.

**56.6.** Any divergence raised shall be submitted to the DISPUTE RESOLUTION COMMITTEE, together with copies of all documents necessary for the resolution of the claim.

**56.7.** The expenses necessary for the operation of the DISPUTE RESOLUTION COMMITTEE shall be borne by the CONCESSIONAIRE, except for any remuneration due to the members appointed by the GRANTING AUTHORITY, and any charging of attorneys' fees in connection with such operation is hereby prohibited.

**56.8.** After the establishment of the DISPUTE RESOLUTION COMMITTEE, the procedure for resolving divergences shall commence upon the communication to the other PARTY of a request for an opinion from the DISPUTE RESOLUTION COMMITTEE and shall be conducted as follows:

- a.** within 15 (fifteen) days, counted from receipt of the communication referred to in the preceding clause, the respondent party shall submit its allegations regarding the matter raised;
- b.** the opinion of the DISPUTE RESOLUTION COMMITTEE shall be issued within a maximum period of 30 (thirty) days, counted from the date of receipt by the DISPUTE RESOLUTION COMMITTEE of the allegations submitted by the respondent party; and
- c.** the opinions of the DISPUTE RESOLUTION COMMITTEE shall be deemed approved if supported by the favorable vote of the majority of its members.

**56.9.** The activities of the DISPUTE RESOLUTION COMMITTEE shall be deemed frustrated if a

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

PARTY refuses to participate in the procedure, fails to appoint its representative within a maximum period of 15 (fifteen) days, or if no solution is presented within a maximum period of 60 (sixty) days counted from the request to initiate the procedure.

- 56.10.** In the event that the DISPUTE RESOLUTION COMMITTEE is not established within the defined period, or in the absence of an agreement, the PARTY that considers itself harmed may initiate the arbitral proceeding.
- 56.11.** The submission of any matter to the DISPUTE RESOLUTION COMMITTEE shall not release the CONCESSIONAIRE from fully complying with its contractual obligations.
- 56.12.** The decision of the DISPUTE RESOLUTION COMMITTEE shall be binding upon the PARTIES until such time as any arbitral or judicial decision regarding the divergence is rendered.
- 56.13.** If accepted by the PARTIES, without the subsequent submission of the controversy to arbitral jurisdiction or the filing of a judicial claim, the amicable solution proposed by the DISPUTE RESOLUTION COMMITTEE may be incorporated into the AGREEMENT by means of the execution of an amendment.
- 56.14.** If neither PARTY requests the initiation of an arbitral proceeding within a maximum period of 60 (sixty) days counted from the decision of the DISPUTE RESOLUTION COMMITTEE, such decision shall be deemed accepted, and the PARTIES' right to challenge it shall be time-barred.

**57. ARBITRATION**

- 57.1.** The PARTIES agree, in the manner governed by Federal Law No. 9,307/96, to resolve by means of arbitration any disputes involving disposable proprietary rights, pursuant to Article 151 of Law No. 14,133/2021, arising from the execution of the AGREEMENT and its EXHIBITS or from any contracts, documents, exhibits or agreements related thereto, after a final decision by the competent authority:
- 57.1.1.** Matters relating to non-disposable rights may not be submitted to arbitration, including, by way of example, the public nature and ownership of the granted service and the power to supervise the provision of the delegated service, nor claims for termination of the

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

AGREEMENT by the CONCESSIONAIRE.

- 57.1.2.** The submission of disputes to arbitral jurisdiction may occur at any time and shall not depend on the prior initiation or exhaustion of amicable dispute resolution procedures referred to in Clauses **Erro! Fonte de referência não encontrada.** and **Erro! Fonte de referência não encontrada.** above.
- 57.2.** The arbitration shall be conducted at law, applying the rules and principles of the legal system of the Federative Republic of Brazil, and any decision by equity is hereby prohibited. The PARTIES shall, by mutual agreement, appoint the arbitral institution that shall conduct the proceedings in accordance with its arbitration rules.
- 57.2.1.** The PARTY requesting the initiation of the arbitral proceeding shall, at the time of submission of its claim, propose the chamber responsible for administering the dispute, which shall be chosen in accordance with State Law No. 19,477/2011.
- 57.3.** If no consensus is reached between the PARTIES within 5 (five) days counted from the notification made by one of the PARTIES for the indication of the arbitral chamber, the GRANTING AUTHORITY shall appoint it within 5 (five) days counted from the expiration of the period allocated for mutual agreement, provided that the requirements set forth in State Law No. 19,477/2011 are observed.
- 57.4.** The arbitration shall be conducted in the State of Minas Gerais, in accordance with the caput of Article 10 of State Law No. 19,477/2011, and the Portuguese language shall be used as the official language for the performance of all acts.
- 57.5.** The Arbitral Tribunal shall be composed of 3 (three) arbitrators, selected from natural persons of recognized integrity and expertise in the subject matter of the dispute, each PARTY being entitled to appoint one arbitrator, in accordance with the rules of the arbitral chamber and the provisions of State Law No. 19,477/2011.
- 57.6.** The presiding arbitrator shall be chosen by mutual agreement between the two arbitrators appointed by the PARTIES.
- 57.7.** If a PARTY fails to appoint an arbitrator, or if the two arbitrators appointed by the PARTIES do not reach consensus regarding the appointment of the presiding arbitrator, the missing

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

appointment shall be made in accordance with the rules of the arbitral chamber.

- 57.8.** If it becomes necessary to obtain coercive or urgent measures prior to the constitution of the Arbitral Tribunal, or even during the amicable dispute resolution procedure, the PARTIES may request such measures directly from the Judiciary Branch.
- 57.9.** If such measures become necessary after the constitution of the Arbitral Tribunal, they shall be requested pursuant to Article 22-B, sole paragraph, of Federal Law No. 9,307/96.
- 57.10.** The decisions and the arbitral award rendered by the Arbitral Tribunal shall be final, non-appealable, and binding upon the PARTIES and their successors.
- 57.11.** The PARTIES agree that the CONCESSIONAIRE shall bear the costs of the arbitral proceeding until the issuance of the respective award, regardless of which PARTY requests its initiation.
- 57.11.1.** After the arbitral award is rendered, if it is entirely unfavorable to the GRANTING AUTHORITY, the latter shall reimburse the CONCESSIONAIRE for the expenses incurred, subject to the provisions of the rules of the arbitral chamber.
- 57.11.2.** In the event of partial success of both PARTIES, the expenses arising from the arbitral proceeding shall be apportioned as indicated in the arbitral award, and, with respect to the amounts payable by the GRANTING AUTHORITY, the provisions of the preceding subclause may be observed.
- 57.11.3.** The possibility of awarding attorneys' fees in the decisions rendered by the Arbitral Tribunal is hereby excluded.
- 57.12.** The PARTIES elect the Central Jurisdiction of the District of Belo Horizonte, State of Minas Gerais, for the purposes of (i) obtaining any precautionary relief that may be necessary prior to the formation of the Arbitral Tribunal; or (ii) enforcing any precautionary measure, decision or award rendered as a result of mediation or by the Arbitral Tribunal.
- 57.13.** The records of the arbitral proceeding shall be public, except in cases of confidentiality arising from law, judicial secrecy, industrial secrecy, or where indispensable to the security of society and the State.

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

**57.14.** The PARTIES acknowledge that the decisions rendered by the Arbitral Tribunal may be duly enforced in Brazil, following the procedure applicable to enforcement against the Public Treasury, and that the GRANTING AUTHORITY does not enjoy any sovereign immunity that would prevent enforcement.

**57.15.** The controllers may act as assistants or co-litigants of the CONCESSIONAIRE.

**57.16.** The submission of any matter to the dispute resolution mechanisms provided for in this AGREEMENT shall not release the PARTIES from the due and timely performance of the provisions of the AGREEMENT and of the determinations of the GRANTING AUTHORITY related thereto, nor shall it allow any interruption in the development of the activities comprising the CONCESSION, which shall continue to be carried out in accordance with the contractually enforceable terms, remaining so until a decision is rendered with respect to the matter at issue.

**57.16.1.** The suspension of the SERVICES shall only be admitted when the subject matter of the dispute or conflict of interest entails risks to the safety of the members of the EDUCATIONAL COMMUNITY or of the EDUCATIONAL UNITS.

## **CHAPTER XII – FINAL PROVISIONS AND JURISDICTION**

### **58. FINAL PROVISIONS AND JURISDICTION**

**58.1.** Any waiver by either of the PARTIES with respect to any of the rights granted under this AGREEMENT shall be effective only if made in writing, except as expressly provided otherwise in this AGREEMENT or its EXHIBITS. No forbearance, delay, or indulgence by either of the PARTIES in enforcing any provision shall prevent or restrict such PARTY from exercising such rights or any other rights at any time it deems appropriate, nor shall it constitute novation or waiver of the respective obligation.

**58.2.** The time periods established in days under this AGREEMENT shall be counted in consecutive calendar days, unless express reference is made to business days, excluding the first day and including the last day.

**58.2.1.** Compliance with the time periods, obligations, and penalties established under this AGREEMENT, unless otherwise provided, shall not depend on any prior notice or

**PROCESS No. 1260.01.0235354/2025-76**  
**INTERNATIONAL PUBLIC TENDER NOTICE Nº 001/2026**  
**SCHOOL INFRASTRUCTURE PPP**

notification by either of the PARTIES.

- 58.3.** This AGREEMENT shall be binding upon the PARTIES and their successors by any title.
- 58.4.** If any clauses or provisions of this AGREEMENT are declared null, illegal, unenforceable, or invalid in any respect, such declaration shall not affect or impair the validity of the remaining contractual clauses and provisions, which shall, whenever possible, remain in full force, effect, and enforceability. Notwithstanding the foregoing, in the event of such partial invalidity, ineffectiveness, or unenforceability, the PARTIES shall revise this AGREEMENT in order to replace the clauses and provisions deemed invalid, ineffective, or unenforceable with others that produce, to the maximum extent permitted under the APPLICABLE LAW, equivalent effects, ensuring, in any event where prejudice occurs, the restoration of the economic and financial balance of the AGREEMENT.
- 58.5.** The publication of the excerpt of this AGREEMENT in the official press shall be arranged by the GRANTING AUTHORITY, at the expense of the CONCESSIONAIRE, by the fifth day of the month following the AGREEMENT SIGNING DATE, to occur within 20 (twenty) days counted from that date.
- 58.6.** The PARTIES undertake to reciprocally cooperate and provide such assistance as may reasonably be required for the proper development and performance of the activities contemplated under this AGREEMENT.
- 58.7.** Subject, in particular, to the provisions of Clause 57, any dispute or controversy relating to this AGREEMENT, or in any way arising out of or associated with it, which cannot be resolved through the dispute resolution mechanisms established in Clauses **Erro! Fonte de referência não encontrada.** to 57, shall be resolved before the Central Jurisdiction of the District of the Capital of Belo Horizonte, State of Minas Gerais, which the PARTIES elect as the sole competent jurisdiction for this purpose, expressly waiving any other, however privileged it may be.

**59. COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE PARTIES**

- 59.1.** All notifications and communications between the PARTIES shall be made in writing, including delivery by postal service or express courier, against delivery of an acknowledgment or proof of receipt, personally, against protocol, or by electronic mail with

**PROCESS No. 1260.01.0235354/2025-76  
INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026  
SCHOOL INFRASTRUCTURE PPP**

acknowledgment of receipt, to each of the PARTIES at the addresses or numbers indicated below:

**To the GRANTING AUTHORITY:**

Address:

E-mail:

Attn.:

**To the CONCESSIONAIRE:**

Address:

E-mail:

Attn.:

**59.2.** Each PARTY may change the address, e-mail, or the representative designated to receive communications by means of written notice to the other PARTIES, to be delivered in accordance with this clause or as provided under the APPLICABLE LAW. Such change shall become effective after 5 (five) business days counted from receipt of the notification.

IN WITNESS WHEREOF, being duly agreed and bound, the PARTIES hereby execute this AGREEMENT in 2 (two) counterparts of equal content and form, typed and initialed only on the front, without interlineations, erasures, smudges, or reservations, and signed by 2 (two) witnesses, so that it may produce all legal effects permitted by law and acquire binding and enforceable effect, binding the PARTIES and their successors by any title.

Belo Horizonte, [•] of [•], 2026.

[•]

GRANTING AUTHORITY

[•]

[•]

**PROCESS No. 1260.01.0235354/2025-76  
INTERNATIONAL PUBLIC TENDER NOTICE N° 001/2026  
SCHOOL INFRASTRUCTURE PPP**

**CONCESSIONAIRE**

[\*]

Witness No. 01

Witness No. 02

Name:

Name:

CPF:

CPF:

Signature:

Signature: