

AGREEMENT No. [•]/[•]

EXHIBIT I – PENALTIES

INTERNATIONAL PUBLIC TENDER No. 001/2026

STATE OF MINAS GERAIS

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER NOTICE No. 001/2026
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1. INTRODUCTION

- 1.1.** The application of penalties shall follow the rules and the administrative procedure set forth in the AGREEMENT, observing the general rules and values indicated in Clause 43 of the AGREEMENT and APPLICABLE LAW, especially Federal Law No. 8,987/1995, Federal Law No. 11,079/2004, Articles 20 to 30 of Federal Decree-Law No. 4,657/1942, as amended by Federal Law No. 13,655/2018, and, subsidiarily, Federal Law No. 14,133/2021 and Federal Law No. 13,105/2015, and, as applicable, State Law No. 14,184/2002 and State Decree No. 45,902/2012.
- 1.2.** This EXHIBIT, as a supplement to the AGREEMENT, aims to define the infringing conduct and the respective penalties which the CONCESSIONAIRE shall be subject, as defined in the AGREEMENT.
- 1.3.** The application of the penalties set forth in this EXHIBIT and their fulfillment shall not prevent the application of other sanctions provided for in the TENDER NOTICE, the AGREEMENT, other EXHIBITS, and the applicable law, to which the CONCESSIONAIRE is subject regardless of transcription or express reference in the TENDER NOTICE, the AGREEMENT, and its EXHIBITS.
- 1.4.** Unless expressly provided otherwise in this EXHIBIT, terms written in capital letters and not otherwise defined shall have the same meanings ascribed to them in the AGREEMENT, pursuant to EXHIBIT I – GLOSSARY of the TENDER NOTICE, and the provisions set forth in the AGREEMENT regarding the interpretation of defined terms shall apply equally.

2. ADMINISTRATIVE PROCEEDING FOR THE APPLICATION OF PENALTIES

- 2.1.** Once any situation is identified that may be characterized as noncompliance or the commission of a legal, regulatory, or contractual infraction by the CONCESSIONAIRE, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE to submit its prior defense within up to 15 (fifteen) business days, pursuant to Articles 157 and 158 of Federal Law No. 14,133/2021, within which period it shall submit its written defense and specify the evidence it intends to produce.

 - 2.1.1.** The notice shall be made in writing, in a reasoned manner, stating the grounds that gave rise to it, and shall contain the following

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elements: (i) the precise identification of the typification of the infraction committed by the CONCESSIONAIRE; (ii) the indication of the legal, regulatory, or contractual provision breached by the CONCESSIONAIRE; and (iii) the indication of the penalty applicable to the CONCESSIONAIRE.

- 2.2.** If, after being notified, the CONCESSIONAIRE opts to acknowledge the commission of the infraction until the end of its first period to present a statement and does not submit a prior defense, it may pay the fine with a 20% (twenty percent) discount on its amount, without prejudice to other sanctions that may be applied.
- 2.3.** In the evidentiary phase, the CONCESSIONAIRE may, with due justification, request an inspection and/or expert examination, and may submit documents and/or opinions, as well as present allegations regarding the subject matter of the proceeding.
- 2.3.1.** The CONCESSIONAIRE shall bear the costs of producing the evidence and/or carrying out the inspections it requests.
- 2.3.2.** Requests to produce unlawful, irrelevant, or untimely evidence shall be denied.
- 2.3.3.** If the production of evidence is granted, the GRANTING AUTHORITY shall assess and consider the content of such evidence in its decision and may, at its sole discretion, grant additional time for the CONCESSIONAIRE to submit final allegations.
- 2.3.4.** In the event of the denial referred to in subitem 2.3.2, the GRANTING AUTHORITY shall specifically set forth the reasons why the request is denied, and may not rely on abstract or generic reasoning or on the transcription of legal provisions.
- 2.4.** If the production of new evidence is granted or evidence deemed indispensable by the responsible authority is added to the records, the CONCESSIONAIRE may submit it within 15 (fifteen) business days, counted from the subpoena.

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- 2.5.** Within the same period for submitting the prior defense, the CONCESSIONAIRE shall demonstrate that the failure related to the infraction attributed by the GRANTING AUTHORITY has been remedied.
- 2.6.** Once the evidentiary phase is closed, the GRANTING AUTHORITY shall serve notice to the CONCESSIONAIRE to submit final allegations within 15 (fifteen) business days and shall decide on the application of the sanction.
- 2.7.** The application of the sanction of declaration of ineligibility shall fall within the exclusive competence of the highest authority of the GRANTING AUTHORITY, pursuant to Article 156, Section 6, item I, of Federal Law No. 14,133/2021, or any other legislation that may replace it.
- 2.8.** After the administrative decision, the CONCESSIONAIRE may file an appeal within 15 (fifteen) business days, counted from the subpoena.
- 2.9.** If, after the administrative decision, the CONCESSIONAIRE opts to acknowledge the commission of the infraction until the end of its first period to present a statement and does not file an administrative appeal, it may pay the fine with a 10% (twenty percent) discount on its amount, without prejudice to other sanctions that may be applied.
- 2.10.** The appeal shall be addressed to the authority that rendered the appealed decision, which, if it does not reconsider it within 5 (five) business days, shall forward the appeal, with its reasoning, to the higher authority, which shall render its decision within a maximum period of 20 (twenty) business days, counted from receipt of the case file.
- 2.11.** In the event of the sanction of declaration of ineligibility, only a motion for reconsideration shall be admissible within 15 (fifteen) business days, counted from the date of the subpoena, and it shall be decided within a maximum period of 20 (twenty) business days, counted from its receipt, as provided in Article 167 of Federal Law No. 14,133/2021, or any other legislation that may replace it.
- 2.12.** The appeal and the motion for reconsideration shall have suspensive effect over the act or the appealed decision until a final decision is rendered by the competent authority.

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- 2.13.** After the final decision in a regular administrative proceeding, with full defense and adversarial proceedings ensured to the CONCESSIONAIRE, the fines may, at the GRANTING AUTHORITY's discretion, be subject to set-off against future payments owed by the GRANTING AUTHORITY pursuant to Subclauses 43.1.22 and 43.1.23 of the AGREEMENT, including by deduction from amounts due as EFFECTIVE MONTHLY AVAILABILITY PAYMENT, subject to the maximum monthly limit of 10% (ten percent) as a deduction over the EFFECTIVE MONTHLY CONSIDERATION.
- 2.13.1.** If the fine amounts exceed the maximum percentage permitted under Subclause 43.1.23 of the AGREEMENT, and referred to in subitem 2.13 of this EXHIBIT, the deduction equivalent to the fine amount shall be paid in as many installments of EFFECTIVE MONTHLY AVAILABILITY PAYMENT as may be necessary to cover full payment of the fine, observing the monthly deduction limit.
- 2.13.2.** The deduction from the EFFECTIVE MONTHLY AVAILABILITY PAYMENT may be waived if the CONCESSIONAIRE demonstrates, by means of a document jointly executed with the LENDER, that such deduction will impact compliance with covenants under its FINANCING.
- 2.13.3.** In the case provided for in subitem 2.13.2, the penalty shall be settled, at the GRANTING AUTHORITY's discretion, by deduction from the EFFECTIVE MONTHLY AVAILABILITY PAYMENT at a percentage lower than that set forth in Subclause 43.1.23 of the AGREEMENT, provided that it is agreed between the PARTIES, or by the other means indicated in subitems 2.14 and 2.15, or, alternatively, by direct payment to the GRANTING AUTHORITY.
- 2.14.** The payment of fines may be converted into investments to be made by the CONCESSIONAIRE, provided that it is approved by the GRANTING AUTHORITY, in accordance with its discretion, and that such new investments do not impair or replace the CONCESSIONAIRE's preexisting obligations, observing the applicable law.
- 2.15.** If the GRANTING AUTHORITY does not choose any of the options in subitems 2.13 and 2.14, the GRANTING AUTHORITY shall issue a collection document against the CONCESSIONAIRE, which shall pay the amount within 5 (five) business days, counted from the date of receipt of the notice.

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- 2.16.** After the decision on any appeal filed by the CONCESSIONAIRE and upon the lapse of the deadline without payment by the CONCESSIONAIRE, the GRANTING AUTHORITY may enforce the fine amount through the PERFORMANCE GUARANTEE under Clause 40 of the AGREEMENT.
- 2.16.1.** If the PERFORMANCE GUARANTEE is insufficient to satisfy the penalty, the CONCESSIONAIRE shall be notified to pay the difference, which it shall do within 48 (forty-eight) hours, counted from the respective notice, pursuant to Subclause 40.1.1 of the AGREEMENT.
- 2.17.** Failure to pay the fine within the stipulated period shall result in automatic monetary adjustment of the debt by the variation of the IPCA/IBGE (Extended National Consumer Price Index, published by the Brazilian Institute of Geography and Statistics – IBGE) and the accrual of default interest at the rate in effect for late payment of taxes due to the Municipal Treasury, calculated *pro rata die*, pursuant to Subclause 43.1.19 of the AGREEMENT.
- 2.18.** If, in the same proceeding, the CONCESSIONAIRE is found to have committed 02 (two) or more infractions, the applicable sanctions shall be applied cumulatively if the infractions are not identical.
- 2.19.** Where sanctions are applied as a result of the same type of contractual noncompliance and multiple notices of violation have been issued, they shall be consolidated into a single proceeding.
- 2.20.** For infractions that demonstrably result from FORCE MAJEURE or FORTUITOUS EVENT, or that constitute the impossibility of requiring different conduct, no penalty shall apply to the CONCESSIONAIRE, provided that the event is not attributable to the CONCESSIONAIRE's fault and responsibility is the direct and immediate cause of the infringing conduct.
- 2.20.1.** "Impossibility of requiring different conduct" means a situation that, although constituting an infraction provided for in this AGREEMENT, does not result from the CONCESSIONAIRE's fault, which diligently adopted the measures incumbent upon it to achieve a different

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outcome, duly demonstrated and unequivocally proven in the corresponding proceeding.

- 2.21.** The GRANTING AUTHORITY shall make available for public access the administrative proceedings that have been finally decided at the administrative level.

3. TYPIFICATION OF CONDUCT AND PENALTIES

- 3.1.** The table set forth below contains the description of the conduct typified as administrative infractions committed within the scope of the CONCESSION, without prejudice to the application of penalties due to the nonperformance of obligations set forth in the AGREEMENT that do not correspond to the conduct typified in this EXHIBIT, pursuant to Clause 43 of the AGREEMENT.

- 3.1.1.** The commission of an administrative infraction within the scope of the CONCESSION shall give rise to the application of a penalty, observing the contractual discipline regarding the grading of the penalty set forth in Subclause 43.1.3 of the AGREEMENT.

- 3.2.** Fines shall be applied observing the amounts set forth in Subclause 43.1.17 and the following of the AGREEMENT.

- 3.3.** The table set forth below also indicates the frequency of incidence of the sanctions imposed by the GRANTING AUTHORITY in connection with the administrative infraction committed by the CONCESSIONAIRE.

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CONDITIONS OF EFFECTIVENESS			
1	Fail to submit, within the term and under the conditions for implementation of the CONDITIONS OF EFFECTIVENESS set forth in clause 6 of the AGREEMENT, the MACRO IMPLEMENTATION SCHEDULE for the works of the EDUCATIONAL UNITS for assessment by the GRANTING AUTHORITY, or submit it under conditions substantially different from those set forth in the AGREEMENT and EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Very serious	Daily
2	Fail to execute, within the term for implementation of the CONDITIONS OF EFFECTIVENESS, the ACCOUNT MANAGEMENT AGREEMENT with the FIDUCIARY AGENT, pursuant to subclause 6.3.1.1 of the AGREEMENT and in the form of EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT, or execute it under conditions substantially different from those set forth in the AGREEMENT, without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Very serious	Daily
3	After satisfaction of the CONDITIONS OF EFFECTIVENESS, fail to renew or keep in force the ACCOUNT MANAGEMENT AGREEMENT with the FIDUCIARY AGENT throughout the CONCESSION TERM, or keep it in force under conditions substantially different from those set	Very serious	Daily

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	forth in the AGREEMENT and EXHIBIT H – DRAFT ACCOUNT MANAGEMENT AGREEMENT, without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.		
4	Fail to appoint, due solely to the fault of the CONCESSIONAIRE, within the term for implementation of the CONDITIONS OF EFFECTIVENESS set forth in subclause 6.3.1.2 of the AGREEMENT, the representative(s) appointed by the CONCESSIONAIRE to sit on the INSTITUTIONAL GOVERNANCE COMMITTEE, pursuant to EXHIBIT B – SERVICES SPECIFICATIONS.	Serious	Daily
5	Fail to submit, within 45 (forty-five) days counted from the AGREEMENT SIGNING DATE, the INSURANCE PLAN, pursuant to subclause 6.3.1.4 and clause 41 of the AGREEMENT, fail to take measures or make adjustments and corrections required by the GRANTING AUTHORITY, or do so under conditions substantially different from those set forth in the AGREEMENT, without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Medium	Daily
6	Fail to hire the INDEPENDENT VERIFIER pursuant to EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES, or do so under conditions substantially different from those set forth in clause 42 of the AGREEMENT, without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Very serious	Daily

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ITEM	INFRACTION TYPIIFICATION	GRADING	INCIDENCE
7	Fail to submit a shortlist of 3 (three) potential candidates to perform the role of INDEPENDENT VERIFIER without reasonable justification, pursuant to subitem 2.3 of EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES, or submit a candidate who falls under any of the prohibitions or impediments set forth in items 2 to 4 of EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES, in any case, due solely to the fault of the CONCESSIONAIRE.	Serious	Daily
8	Fail to take measures or make adjustments and corrections required by the GRANTING AUTHORITY to the draft agreement of the INDEPENDENT VERIFIER without justification or outside the deadline set by the GRANTING AUTHORITY, pursuant to item 2 of EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES, in any case, due solely to the fault of the CONCESSIONAIRE.	Medium	Daily
PERFORMANCE GUARANTEE			
9	Fail to provide the PERFORMANCE GUARANTEE in the amount and under the terms of clause 40 of the AGREEMENT, or do so under conditions substantially different from those set forth in the AGREEMENT, without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Very serious	Daily
10	Fail to renew, adjust, reinstate, or keep in force the PERFORMANCE GUARANTEE in the form and within the deadlines of clause 40 of the AGREEMENT, or do so under conditions substantially	Very serious	Daily

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	different from those set forth in the AGREEMENT, without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.		
INSURANCE			
11	Fail to hire, renew, or keep in force third-party civil liability insurance during the WORKS STAGE, pursuant to subclause 41.2, item “a”, of the AGREEMENT, or do so under conditions substantially different from those set forth in the AGREEMENT, without the prior consent of the GRANTING AUTHORITY.	Medium	Daily
12	Fail to hire, renew, or keep in force engineering insurance against damages during the WORKS STAGE, pursuant to subclause 41.2, item “b”, of the AGREEMENT, or do so under conditions substantially different from those set forth in the AGREEMENT, without the prior consent of the GRANTING AUTHORITY.	Serious	Daily
13	Fail to hire, renew, or keep in force operational insurance, pursuant to subclause 41.2, item “c”, of the AGREEMENT, or do so under conditions substantially different from those set forth in the AGREEMENT, without the prior consent of the GRANTING AUTHORITY.	Serious	Daily
14	Fail to hire, renew, or keep in force, throughout the CONCESSION TERM, operational civil liability insurance, pursuant to subclause 41.2, item “d”, of the AGREEMENT, or do so under conditions	Serious	Daily

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	substantially different from those set forth in the AGREEMENT, without the prior consent of the GRANTING AUTHORITY.		
WORKS IMPLEMENTATION PLAN AND RENOVATION OF THE EDUCATIONAL UNITS			
15	Fail to submit the WORKS IMPLEMENTATION PLAN within the term and under the conditions set forth in clause 9 of the AGREEMENT and EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, or submit it under conditions substantially different from those set forth, or without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Medium	Daily
16	Fail to take measures or make adjustments and corrections required by the GRANTING AUTHORITY to the MACRO IMPLEMENTATION SCHEDULE or the WORKS IMPLEMENTATION PLAN without justification or outside the deadline set by the GRANTING AUTHORITY, pursuant to clause 9 of the AGREEMENT and, notably, EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, in any case, due solely to the fault of the CONCESSIONAIRE.	Medium	Daily
17	Fail to carry out, without reasonable justification, the required joint inspections, on the terms agreed with the GRANTING AUTHORITY, as set forth in EXHIBIT A – SCHEDULE OF	Minor	Per occurrence

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	RESPONSIBILITIES FOR WORKS, for preparation of the REVERTIBLE ASSETS LISTING INSTRUMENT.		
FURNITURE AND EQUIPMENT			
18	Fail to review the INVENTORY OF PRE-EXISTING FURNITURE AND EQUIPMENT, or fail to prepare its own survey and the REVERSIBLE ASSETS INVENTORY, in the form and within the deadlines set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS.	Serious	Weekly
19	Fail to submit the Relocation Plan for Existing Furniture and Equipment within the term and under the conditions set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS, or submit it under conditions substantially different from those set forth, or without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Medium	Daily
20	Fail to take measures or make adjustments and corrections required by the GRANTING AUTHORITY or the INDEPENDENT VERIFIER to the Furniture and Equipment Plan (PME-ARQ) without justification or outside the deadline set by the GRANTING AUTHORITY, under the conditions set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and	Medium	Daily

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	EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS, in any case, due solely to the fault of the CONCESSIONAIRE.		
21	Fail to submit the Furniture and Equipment Plan (PME-ARQ) within the term and under the conditions set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS, or submit it under conditions substantially different from those set forth, or without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Medium	Daily
WORKS STAGE			
22	Fail to submit the ARCHITECTURE AND ENGINEERING TECHNICAL DOCUMENTS within the deadlines and under the conditions set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, or submit them under conditions substantially different from those set forth, or without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Medium	Daily
23	Carry out the handover of the renovation works of the EDUCATIONAL UNITS without observing the binding provisions set forth in clause 39 of the AGREEMENT and EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, without the prior consent of the GRANTING AUTHORITY.	Very serious	Weekly

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24	Fail to submit, or submit late, the WORKS EXECUTION REPORT, pursuant to item 5 of EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.	Medium	Daily
25	Prevent, hinder, obstruct, or create any type of restriction or hindrance to the performance of inspections at the works by the INDEPENDENT VERIFIER, as set forth in the AGREEMENT and EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES.	Medium	Daily
26	Prevent, hinder, obstruct, or create any type of restriction or hindrance to the performance of the technical visit at the works by the GRANTING AUTHORITY, as set forth in the AGREEMENT and EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.	Serious	Daily
27	Fail to notify the INDEPENDENT VERIFIER and/or the GRANTING AUTHORITY of the estimated date for completion of the WORKS STAGE, as set forth in the AGREEMENT and EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, or notify it late, due solely to the fault of the CONCESSIONAIRE.	Medium	Daily
28	Fail to notify the GRANTING AUTHORITY, with a copy to the EDUCATIONAL UNIT MANAGER, of the completion of the WORKS STAGE of each of the EDUCATIONAL UNITS, pursuant to item 9 of EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, or notify it late, due solely to the fault of the CONCESSIONAIRE.	Serious	Daily

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29	Fail to comply, without reasonable justification, with measures or determinations of the INDEPENDENT VERIFIER and/or the GRANTING AUTHORITY required for issuance of the WORKS COMPLIANCE REPORT, or that are required, as a result thereof, for issuance of the PROVISIONAL ACCEPTANCE, pursuant to EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES.	Serious	Daily
30	Fail to comply, without reasonable justification, with measures or determinations of the INDEPENDENT VERIFIER and/or the GRANTING AUTHORITY required for issuance of the FINAL ACCEPTANCE expressly indicated in the WORKS COMPLIANCE REPORT, pursuant to clause 39 of the AGREEMENT, EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, and EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES.	Medium	Daily
31	Fail to report in writing to the GRANTING AUTHORITY, within 24 (twenty-four) hours, the occurrence of facts or acts that may jeopardize the execution of the works or compliance with the handover schedule for which the CONCESSIONAIRE is responsible, pursuant to subclause 13.1.25 of the AGREEMENT.	Very serious	Daily
32	Delay in the execution of the works at the EDUCATIONAL UNITS, in breach of the individual deadlines set forth in the MACRO IMPLEMENTATION SCHEDULE and in the WORKS IMPLEMENTATION PLAN, as defined and approved by the GRANTING AUTHORITY.	Serious	Monthly

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33	Failure to comply with the maximum deadlines for full completion of the RENOVATION PHASE, pursuant to subitem 2.11 of EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.	Serious	Monthly
34	Failure to comply with the delivery quantities of the EDUCATIONAL UNITS within the deadlines set forth in subitem 2.12 of EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS.	Serious	Monthly
OPERATION OF THE SERVICES			
35	Fail to appoint, within the implementation period set forth in subitem 12.1.2 of EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, the representative(s) appointed by the CONCESSIONAIRE to monitor the routine operation of the EDUCATIONAL UNITS during the ASSISTED OPERATION period or to perform inspections that may be required for preparation of the WORKS IMPLEMENTATION PLAN.	Medium	Daily
36	Fail to submit any of the Service Provision Plans or the Training and Capacity Building Plan within the deadlines and under the conditions set forth in subitems 7.2 and 7.3 of EXHIBIT B – SERVICES SPECIFICATIONS, or submit them under conditions substantially different from those set forth, or without the prior consent of the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Medium	Per occurrence (Plan)

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37	Fail to report in writing to the GRANTING AUTHORITY, as soon as possible and within a period not exceeding 24 (twenty-four) hours, the occurrence of an event that impacts on the provision of the SERVICES and/or results in the loss of any condition required under the AGREEMENT, pursuant to subclause 13.1.25 of the AGREEMENT.	Medium	Per occurrence
38	Fail to form and/or promote the training of an Emergency Brigade trained to operate and maintain safety equipment and to carry out the EDUCATIONAL UNIT escape plan in the event of fire or panic, pursuant to subitem 3.7.7.4 of EXHIBIT B – SERVICES SPECIFICATIONS and subclause 13.1.24 of the AGREEMENT.	Very serious	Daily
39	Fail to inform the GRANTING AUTHORITY in writing, in the manner indicated in the AGREEMENT, of any abnormal occurrence or accident occurring in the CONCESSION AREA, regardless of verbal communication, pursuant to subclause 13.1.45 of the AGREEMENT.	Medium	Per occurrence
LEGAL STRUCTURE AND CONTRACTUAL AND FINANCIAL OBLIGATIONS OF THE CONCESSIONAIRE			
40	Involvement, in collusion, of the CONCESSIONAIRE, its representatives, agents and/or employees with the INDEPENDENT VERIFIER, aiming at the fraudulent performance of its functions and obligations, pursuant to subitem 4.3 of EXHIBIT G – INDEPENDENT VERIFIER GUIDELINES.	Very serious	Per infraction

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41	Fail to take the measures necessary for adequate assistance to injured persons or persons suffering sudden illness, as provided by law, and that are reasonably required from the CONCESSIONAIRE considering the specific situation, pursuant to subclause 13.1.46 of the AGREEMENT.	Serious	Daily
42	Fail to preserve images from the CCTV system (Closed-Circuit Television) system for the period set forth in subitem 3.7.2 of EXHIBIT B – SERVICES SPECIFICATIONS and make them available to third parties without prior authorization or determination by the GRANTING AUTHORITY.	Serious	Per infraction
43	Fail to inform the GRANTING AUTHORITY when served with process or notice of any lawsuit or administrative proceeding arising from matters related to the AGREEMENT, pursuant to subclause 13.1.50.	Medium	Per infraction
44	Fail to implement a website containing information that may be of interest to the EDUCATIONAL COMMUNITY and society, or fail to promote its updates, pursuant to subclause 13.1.54.	Medium	Daily
45	Fail to adopt or keep in force, until termination of the AGREEMENT, its corporate purpose restricted to the performance of the object of the AGREEMENT, as required under the rules of the AGREEMENT, including the performance of ANCILLARY REVENUES, in the form of a SPECIAL PURPOSE ENTITY.	Very serious	Daily

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ITEM	INFRACTION TYPIIFICATION	GRADING	INCIDENCE
46	Change the corporate structure, transfer quotas of the CONCESSIONAIRE, or carry out any similar conduct resulting in an effective change of its share control or management power without the prior consent of the GRANTING AUTHORITY, except in the case of temporary assumption by the LENDERS, in breach of the rules set forth in clause 26 of the AGREEMENT.	Very serious	Per infraction
47	Grant, as security for the contracted financing or as counter-guarantee for credit transactions linked to the performance of the obligations under the AGREEMENT, the rights arising from the CONCESSION, without prior and express notice to the GRANTING AUTHORITY, pursuant to subclause 36.2.1 of the AGREEMENT.	Very serious	Per infraction
48	Enter other credit transactions and/or grant other securities to the LENDERS linked to the rights arising from the CONCESSION other than those expressly indicated in subclauses 36.2 and 36.3, without the prior consent of the GRANTING AUTHORITY or in breach of the APPLICABLE LAW.	Very serious	Per infraction
49	Grant, as security for the contracted financing or as counter-guarantee for transactions directly linked to the performance of the obligations arising from the AGREEMENT, the shares issued by the CONCESSIONAIRE, without prior and express notice to the GRANTING AUTHORITY, pursuant to subclause 36.3 of the AGREEMENT.	Very serious	Per infraction

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ITEM	INFRACTION TYPIIFICATION	GRADING	INCIDENCE
50	Fail to submit for the prior and express authorization of the GRANTING AUTHORITY the performance of the acts expressly indicated in the AGREEMENT and EXHIBITS as dependent on its prior consent, or perform them in breach of the authorization granted.	Very serious	Per infraction
51	Fail to immediately notify the GRANTING AUTHORITY of the discovery of materials or objects of historical, archaeological, or paleontological interest, as well as environmental events or interferences with other public service concessionaires, pursuant to subclause 13.1.57 of the AGREEMENT.	Medium	Per infraction
52	Fail to implement and maintain a permanent ombudsman's channel throughout the CONCESSION TERM, pursuant to subclause 13.4 of the AGREEMENT.	Serious	Daily
53	Fail to prepare the DATA PROTECTION PLAN within the deadlines and under the conditions set forth in clause 16 of the AGREEMENT.	Serious	Daily
54	Fail to comply with the data management obligations set forth in clause 16 of the AGREEMENT and in Federal Law No. 13,709/2018.	Very serious	Daily
55	Fail to comply with the determinations of the GRANTING AUTHORITY regarding the incorporation of CONTINGENT INVESTMENTS, pursuant to clause 33.	Very serious	Daily

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ITEM	INFRACTION TYPIIFICATION	GRADING	INCIDENCE
56	Fail to publish the annual financial statements, duly audited by independent auditors registered with the <i>Comissão de Valores Mobiliários – CVM</i> , pursuant to Article 289 of Federal Law No. 6,404/1976 and subclause 13.1.41 of the AGREEMENT.	Serious	Per infraction
57	Fail to observe corporate governance standards and/or fail to adopt standardized accounting and financial statements, especially as to transactions with RELATED PARTIES, in accordance with accounting practices adopted in Brazil, based on Brazilian Corporate Law (Federal Law No. 6,404, of December 15, 1976, as amended), and subclause 24.5 of the AGREEMENT.	Medium	Per occurrence
58	Fail to subscribe the share capital pursuant to subclause 24.4 of the AGREEMENT.	Serious	Daily
59	Fail to fully pay up the share capital pursuant to subclauses 24.4 and 28.3 of the AGREEMENT.	Serious	Daily
60	Fail to maintain, throughout the term of the AGREEMENT, directly or through its CONTROLLERS, all qualification and eligibility conditions required under the TENDER NOTICE, pursuant to subclause 13.1.43 of the AGREEMENT.	Serious	Monthly
61	Fail to inform the GRANTING AUTHORITY of the financing terms and the legal instruments that ensure the performance of the object of this AGREEMENT, pursuant to subclause 13.1.60.	Minor	Per infraction

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ITEM	INFRACTION TYPIIFICATION	GRADING	INCIDENCE
62	Engage in acts of disobedience or opposition to the supervision actions of the GRANTING AUTHORITY and the INDEPENDENT VERIFIER provided for in the AGREEMENT.	Serious	Daily
63	Fail to provide the SCHOOL COMMUNITY with any communication channels, pursuant to subclause 13.1.54, item “v”, also observing EXHIBIT B – SERVICES SPECIFICATIONS and the Communication Plan submitted by the CONCESSIONAIRE for assessment by the GRANTING AUTHORITY.	Medium	Monthly
64	Fail to comply with the determinations of the GRANTING AUTHORITY for TECHNOLOGICAL UPDATING of equipment, facilities, and service provision techniques, pursuant to subclause 13.1.7 of the AGREEMENT.	Medium	Daily
65	Make, without the prior and express authorization of the GRANTING AUTHORITY, amendments to the CONCESSIONAIRE’s bylaws involving changes to corporate purpose, share capital, merger, spin-off, transformation, incorporation, and changes in CONTROL power, in breach of subclause 26.1 of the AGREEMENT.	Serious	Per infraction
66	Proceed with the reduction of share capital outside the cases admitted in clause 24 of the AGREEMENT, throughout the term of the CONCESSION, without the prior consent of the GRANTING AUTHORITY.	Serious	Per infraction

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ITEM	INFRACTION TYPIFICATION	GRADING	INCIDENCE
67	Fail to submit the STAKEHOLDER ENGAGEMENT PLAN pursuant to subclause 15.3 of the AGREEMENT.	Medium	Per infraction
68	Fail to submit, within the deadline set forth in EXHIBIT B – SERVICES SPECIFICATIONS, the OPERATION PLAN, or submit it in noncompliance with the requirements set forth in subclause 9.15 of the AGREEMENT and, notably, item 7 of EXHIBIT B – SERVICES SPECIFICATIONS.	Serious	Daily
69	Fail to prepare or submit to the GRANTING AUTHORITY the OPERATIONAL DEMOBILIZATION PROGRAM, pursuant to subclause 54.7 of the AGREEMENT.	Serious	Daily
70	Fail to implement, within 06 (six) months counted from the AGREEMENT SIGNING DATE, an integrity program or other policies and guidelines intended to detect and remedy deviations, fraud, and unlawful acts against the PUBLIC ADMINISTRATION, pursuant to subclause 13.1.44 of the AGREEMENT.	Serious	Daily
71	Fail to renew, prior to their respective expiration, from the AGREEMENT SIGNING DATE, the regularity documents related to INSS and FGTS, as well as regularity with the Federal, State, and Municipal tax authorities, throughout the CONCESSION TERM, forwarding the documents to the GRANTING AUTHORITY, pursuant to subclause 13.1.40.	Serious	Per infraction

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ITEM	INFRACTION TYPIIFICATION	GRADING	INCIDENCE
72	Infringe any patents, trademarks, and copyrights related to the goods, the SERVICES, and the information provided as a result of the AGREEMENT, pursuant to subclause 13.1.42.	Very serious	Daily
73	Fail to comply with the legal and regulatory standards and guidelines related to occupational safety at the works of the EDUCATIONAL UNITS, pursuant to subclause 13.1.21 of the AGREEMENT.	Serious	Per infraction
74	Fail to prepare or submit to the GRANTING AUTHORITY the listed and/or required environmental information under the AGREEMENT and its and EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT K – GUIDELINES FOR ENVIRONMENTAL AND WORKS LICENSING.	Serious	Daily
75	Fail to inform the GRANTING AUTHORITY, within up to 72h, of the cancellation, withdrawal, revocation, invalidation, or lapse of any licenses, permits, authorizations, or approvals required for full performance of the AGREEMENT, or of any inability for their effects to operate, pursuant to subclause 13.1.38 of the AGREEMENT.	Serious	Per infraction
76	Fail to comply with requirements set forth in environmental licenses, urban planning licenses, and other licenses and permits under the responsibility of the CONCESSIONAIRE, pursuant to the AGREEMENT and EXHIBIT A – WORKS SPECIFICATIONS and EXHIBIT K – GUIDELINES FOR ENVIRONMENTAL AND WORKS LICENSING.	Serious	Per infraction

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ITEM	INFRACTION TYPIIFICATION	GRADING	INCIDENCE
77	Fail to obtain or keep in force the urban planning licenses required under the urban planning legislation in force for the implementation and maintenance of the EDUCATIONAL UNITS, pursuant to EXHIBIT K – GUIDELINES FOR ENVIRONMENTAL AND WORKS LICENSING.	Serious	Per infraction
78	Fail to deliver to the GRANTING AUTHORITY certificates or new insurance policies, bank guarantee letters, or public debt securities, if any, with the amounts required under the AGREEMENT, by the expiry date of the previous policy, pursuant to subclause 13.1.59.	Medium	Per certificate, policy, bank guarantee letter, or public debt security not delivered
79	Exploit ANCILLARY REVENUES in breach of the rules set forth in clause 23 of the AGREEMENT.	Medium	Monthly
80	Fail to adopt or implement the other plans provided for in the AGREEMENT and EXHIBITS, excluding cases that have specific typification in this EXHIBIT.	Medium	Monthly
81	Fail to inform the performance of 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 the AGREEMENT and EXHIBITS.	Minor	Per infraction

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ITEM	INFRACTION TYPIIFICATION	GRADING	INCIDENCE
82	Fail to submit to the GRANTING AUTHORITY, whenever requested from the CONCESSIONAIRE, the economic and financial information, such as quarterly trial balances and annual balance sheet, duly audited.	Minor	Per infraction
83	Use publicity materials containing information that may mislead the public.	Minor	Per infraction
84	Fail to obtain the quality certifications required under the AGREEMENT, such as under subclause 9.9, and EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, EXHIBIT B – SERVICES SPECIFICATIONS, and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS.	Minor	Monthly
REVERSIBLE ASSETS			
85	Fail to prepare the REVERSIBLE ASSETS INVENTORY in the form and within the deadline set forth in clause 54 of the AGREEMENT and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS.	Serious	Weekly
86	Fail to update the inventory of the REVERSIBLE ASSETS in the form and within the deadline set forth in clause 53 of the AGREEMENT.	Serious	Per occurrence

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ITEM	INFRACTION TYPIFICATION	GRADING	INCIDENCE
87	Fail to prepare the REVERSIBLE ASSETS LISTING INSTRUMENT in the form and within the deadlines set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS and EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS.	Serious	Weekly
88	Fail to take measures or make adjustments and corrections required by the GRANTING AUTHORITY or the INDEPENDENT VERIFIER to the REVERSIBLE ASSETS LISTING INSTRUMENT without justification or outside the deadline set forth in EXHIBIT A – SCHEDULE OF RESPONSIBILITIES FOR WORKS, EXHIBIT C – FURNITURE AND EQUIPMENT SPECIFICATIONS, or set by the GRANTING AUTHORITY, in any case, due solely to the fault of the CONCESSIONAIRE.	Medium	Daily
89	Attempt or proven consummation of fraud in the REVERSIBLE ASSETS INVENTORY of the CONCESSION.	Very serious	Per infraction
90	Fail to deliver to the GRANTING AUTHORITY, when requested with a reasonable term, the REVERSIBLE ASSETS INVENTORY, duly updated, observing the deadlines set forth in clause 54 of the AGREEMENT for its preparation.	Serious	Per infraction
91	Fail to record, in the accounting records of the CONCESSIONAIRE, pursuant to the accounting standards in force, the REVERSIBLE ASSETS, including their distinction from private assets.	Serious	Per occurrence

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ITEM	INFRACTION TYPIIFICATION	GRADING	INCIDENCE
92	Use or make available, under any title, the REVERSIBLE ASSETS outside the cases set forth in the AGREEMENT.	Serious	Per REVERSIBLE ASSET, per month
93	Fail to return to the GRANTING AUTHORITY the REVERSIBLE ASSETS, rights, and privileges linked to the CONCESSION that have been transferred or made available to the CONCESSIONAIRE pursuant to clause 54 of the AGREEMENT.	Serious	Per REVERSIBLE ASSET, per month
94	Dispose of or transfer the REVERSIBLE ASSETS, or create thereon any lien, encumbrance, or charge of any nature, without the prior consent of the GRANTING AUTHORITY.	Serious	Per REVERSIBLE ASSET, per month
95	Fail to transfer to the GRANTING AUTHORITY, or to whomever it may indicate, upon the end of the CONCESSION, regardless of the cause, all REVERSIBLE ASSETS in perfect condition of use, conservation, and operation, observing the requirement of a minimum REMAINING USEFUL LIFE of 24 (twenty-four) months set forth in subclause 54.9.	Serious	Per REVERSIBLE ASSET, per month
96	Distribute any amount or assets to the shareholders of the SPE before the GRANTING AUTHORITY certifies that the reverted assets are in perfect conditions of operability, use, and maintenance, free and clear of any liens, encumbrances, or charges, and that, if applicable, payment of the amounts due to the GRANTING AUTHORITY, by way of indemnification or any other title, is fully ensured.	Very serious	Per occurrence

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ITEM	INFRACTION TYPIFICATION	GRADING	INCIDENCE
97	Fail to take the necessary measures to transfer title of environmental and urban planning licenses and other licenses and permits that are in the name of the GRANTING AUTHORITY, pursuant to the applicable law and the CONCESSION AGREEMENT.	Serious	Monthly
98	Fail to expressly mention the linkage to the CONCESSION in the CONCESSIONAIRE's legal transactions involving the REVERSIBLE ASSETS.	Medium	Per REVERSIBLE ASSET, per month