

**ANNEX VII**  
**DRAFT OF THE ENVIRONMENTAL COMMITMENT TERM (TERMO DE COMPROMISSO AMBIENTAL -**  
**TCA)**

## **ANEXO VII DO EDITAL**

### **PREÂMBULO**

A versão em língua inglesa deste Anexo é meramente referencial, não vinculante. A única versão oficial do documento está redigida em língua portuguesa, cujo conteúdo é vinculante para todos os interessados. Em caso de dúvidas de interpretação entre a versão traduzida do Anexo VII do Edital, em inglês, e a versão oficial, redigida em língua portuguesa, prevalecerá a versão em língua portuguesa, documento oficial da licitação.

## **ANNEX VII OF THE BID NOTICE**

### **PREAMBLE**

The English version of this Annex is not binding to the parties. The Portuguese version of the document is the only official version of the auction and it is binding to all stakeholders. Should any interpretation doubt arise between this English version and the Portuguese version of this Annex VII of the BID NOTICE, the Portuguese version shall prevail, as the only official document for the auction.

ANEXO VII – MINUTA DE TERMO DE COMPROMISSO AMBIENTAL  
**DRAFT OF THE ENVIRONMENTAL COMMITMENT TERM**  
**(TERMO DE COMPROMISSO AMBIENTAL - TCA)**

**TERMO DE COMPROMISSO AMBIENTAL - TCA Nº ...../.....**

**ENVIRONMENTAL COMMITMENT TERM THAT  
THE STATE OF AMAPÁ, THROUGH THE  
SECRETARIAT OF THE ENVIRONMENT OF THE  
STATE OF AMAPÁ – SEMA, AND THE  
CONCESSIONAIRE PROVIDER OF THE PUBLIC  
SERVICES OF WATER SUPPLY AND SANITATION  
IN MUNICIPALITIES OF THE STATE OF AMAPÁ IN  
THE REGIONALIZED PROVISION REGIME.**

The STATE of AMAPÁ, through the **SECRETARIAT OF THE ENVIRONMENT OF THE STATE OF AMAPÁ – SEMA**, located at Av. Mendonça Furtado, nº 53, Centro, in the city of Amapá, State of Amapá, ZIP: 68.900-060, in accordance with its legal competence provided in Article 5 of State Law n. 2.426, of June 15th, 2019, hereby represented by its [charge], [name], [nationality], [civil state], [profession], holder of the identity card RG No. [•], enrolled in the CPF/ME nº [•], hereinafter referred as **“SEMA”**;

The [• - CONCESSIONAIRE DESIGNATION], [qualification], Society located at [•], enrolled in the CPF/ME nº [•] hereby represented by its [charge], [name], [nationality], [civil state], [profession], holder of the identity card RG No. [•], enrolled in the CPF/ME nº [•], hereinafter referred as **“CONCESSIONAIRE”**

**CONSIDERING** that Article 225 of the Federal Constitution prescribes that everyone has the right to an ecologically balanced environment, good of common use of the people and essential to the quality of life, imposing on the Public Power and the community the duty to defend it and preserve it for the present and future generations;

**CONSIDERING** that the Federal Law No. 6938 of August 31, 1981 ( "Federal Law No. 6.938/1981") provides that environmental licensing is an instrument of control over human activities that interfere in environmental conditions, reconciling economic development and responsible use of natural resources, compliance and environmental quality, in order to ensure the sustainability of the environment, in its physical, socio-cultural and economic aspects;

**CONSIDERING** that CONAMA Resolution No. 237, of December 19, 1997 ("CONAMA Resolution No. 237/1997") and Complementary State Law No. 05, August 18, 1994 ("Complementary Law n. 05/1994") and subsequent amendments, establish that the systems of water supply and sewage are activities potentially polluting and degrading of the environment and users of natural resources, subject to environmental licensing;

**CONSIDERING** the content of Federal Law No. 11,445, of January 5, 2007 ("Federal Law No. 11,445/2007"), which establishes national guidelines for basic sanitation;

**CONSIDERING** Federal Law No. 9,433, of January 8, 1997, which establishes the National Water Resources Policy, and State Law No. 0686, of June 7, 2002, which dispose on the Water Resources Management Policy of the State of Amapá and provides other measures;

**CONSIDERING** Resolutions No. 008, of August 28, 2017 and No. 09 of September 17, 2017, of the State Council for Water Resources (CERH/AP), which dispose on Granting the Right to Use Water Resources and the Classification of Low Flow Uses (Waiver of Grant) respectively;

**CONSIDERING** that the universalization of sanitation services is understood as the progressive expansion of infrastructure and access to services, as provided in Federal Law No. 11,445/2007;

**CONSIDERING** that the infrastructures works for public services of sanitation are considered public utility pursuant Article 3, item VIII of Federal Law n. 12.651 of May 25, 2012 ("Federal Law n. 12.651/2012");

**CONSIDERING** that's obligation of the providers of public services of sanitation implement and operate water supply systems in accordance with the current environmental legislation;

**CONSIDERING** the challenges of the sanitation sector in the State of Amapá and the need to eliminate factors that cause insecurity in investments and obstacles to the advancement of infrastructure, with speed, towards the universalization of services to the population;

**CONSIDERING** that it is essential to balance the application of environmental legislation with regard to environmental licensing, solving existing pending issues and the continuity of the provision of public water supply and sewage services, ensuring the expansion of infrastructure in the most beneficial way to the population;

**CONSIDERING** that the State of Amapá and its municipalities ("Municipalities") have entered into cooperation agreements ("Cooperation Agreements") and management contracts ("Management Contracts") in order to the regionalized execution of public planning, organization, management functions, inspection and regulation, referring to water supply and sewage services provided in the urban areas of such Municipalities;

**CONSIDERING** that, through the Cooperation Agreements and Management Contracts, the Municipalities authorized the State of Amapá, as their representative, through a bidding process, to delegate, through a concession agreement, and through the adoption of an integrated and regionalized structure, drinking water and sewage services, in all their stages, provided in the urban areas of the Municipalities, including the execution of infrastructure works and related activities;

**CONSIDERING** that the **CONCESSIONAIRE** won the International Public Invitation No. 01/2021, for the execution of a Concession Agreement for the regionalized provision of water supply and sanitary sewage services in urban areas of the Municipalities (“Concession Agreement”);

**CONSIDERING** that it is the **CONCESSIONAIRE**'s obligation, under the terms of the Concession Agreement, to operate the water supply and sewage systems in accordance with the environmental legislation in force, taking charge of obtaining all licenses, environmental authorizations and licenses for the use of water resources necessary for the operation of the assumed sanitation systems;

**CONSIDERING** the need to provide legal certainty to the **CONCESSIONAIRE**, by setting reasonable terms and conditions for carrying out technical studies and mapping related to the absence or non-conformity of environmental licenses, planning the execution of investments and other actions necessary to regularize the operation of the existing infrastructures and those to be built to achieve the coverage and quality goals established in the Concession Agreement;

**CONSIDERING** the need to provide legal certainty to the **CONCESSIONAIRE** 's potential financiers and shareholders, through the design of a legal instrument whose object is the characterization of environmental regularity, the adjustment of conducts and the establishment of objective commitments for the progressive settlement of pending issues related to the environmental licensing and obtaining licenses for the use of water resources, related to public services to be provided by the **CONCESSIONAIRE**;

**CONSIDERING** that, in the context of the preparation of the planning and monitoring instruments provided for in this term, the obligations and the risk allocation expressly assumed by the **CONCESSIONAIRE** under the terms of the Concession Agreement, notably with regard to non-conformities and liabilities pre-existing the assumption of the operation of the sanitation systems by the **CONCESSIONAIRE** and the provisions of Clause 33.4.12 of the Concession Agreement.

**RESOLVE**, by mutual agreement, to enter into this **Environmental Commitment Term - TCA** nº [•] (“TCA”), under the following terms and conditions:

#### **FIRST CLAUSE - DEFINITION**

1.1 For the purposes of this TCA, and without prejudice to other definitions established herein, the following expressions are defined as follows:

1.1.1 **CONCESSIONAIRE**: is the special purpose company formed by the winning bidder of the Bidding, whose purpose is to delegate the public water supply and sewage services to be provided in urban areas of the Municipalities of the State of Amapá, under the terms of the Concession Agreement, to whom it is permitted to adhere to the terms of this TCA.

1.1.2 **Concession Agreement**: is the legal instrument (and its Appendixes) entered into between the State of Amapá and the **CONCESSIONAIRE**, with the consent of the Regulatory Agency of Public Services of the State of Amapá (ARSAP), whose object is the regionalized provision of water

supply and sewage services by the **CONCESSIONAIRE**, in the urban area of the Municipalities of the State of Amapá.

- 1.1.3 CAPEX: *capital expenditure*, or capital expenditures, means the investment spent on the acquisition (or introduction of improvements) of capital goods of a certain company. Represents the amount of investments made in equipment and facilities in order to maintain the production of a product or service or keep a business or a certain system in operation.
- 1.1.4 Environmental CAPEX: CAPEX spent on projects with scope in the environmental area, whether to meet environmental requirements, improve environmental management, or to recover degraded areas, correct liabilities and environmental damage, among other possibilities covered in this scope.
- 1.1.6 Environmental Compliance Diagnosis: Diagnosis of operating systems and installations in order to verify the compliance with environmental legislation regarding to environmental licensing and the granting of the use of water resources.
- 1.1.7 Reversible Assets Inventory: all assets, including systems and facilities, listed in the Reversible Assets Inventory, prepared by the **CONCESSIONAIRE** and approved by the State of Amapá prior to the assumption of the operation of the services by the **CONCESSIONAIRE**, as provided for in *Clause 9 - Reversible Assets Inventory to the Concession* of the Concession Agreement.
- 1.1.8 Municipalities: municipalities of the State of Amapá identified in APPENDEX IV of the BID NOTICE of the International Public Invitation No. 01/2021.
- 1.1.9 Environmental Compliance Plan: Plan in which the goals, deadlines, actions and respective estimates of investments in works and engineering services are established to meet the requirements of environmental licensing and the granting of the use of water resources.
- 1.1.10 Environmental Management Plan: Plan in which actions and goals are established for the environmental management of the object of this TCA to be approved by **SEMA**.
- 1.1.11. Environmental Compliance Report: report to be prepared after the execution of works and services of engineering that are necessary to meet the environmental legal requirements for the purposes of environmental licensing and granting the use of water resources, in which the conformity assessment will be presented (or non-compliance) of the works and services performed to the applicable conditions of the environmental legislation and to the Environmental Compliance Plan presented.
- 1.1.12 Extraordinary Review: aims at recomposing TCA obligations and terms due to the occurrence of events not initially foreseen.
- 1.1.13 TCA: is the present Term of Environmental Commitment, an instrument entered into between **SEMA** and the **CONCESSIONAIRE**, which assumes responsibility for complying with the

obligations established in this TCA, within the limit of its scope of action and the obligations assumed through the Concession Agreement

## **SECOND CLAUSE - OBJECT**

- 2.1 The purpose of this TCA is to implement the activities listed below and detailed in Clause Four, which will be the responsibility of the **CONCESSIONAIRE**, with the objective of regularizing the environmental licensing of the systems and facilities listed in the Reversible Assets Inventory.
- (i) carrying out the Environmental Compliance Diagnosis (Phase I);
  - (ii) preparation of the Environmental Compliance Plan (Phase I), to be approved by **SEMA** (Phase I);
  - (iii) execution of the measures provided for in the Environmental Compliance Plan (Phase II);
  - (iv) preparation of an Environmental Compliance Report (Phase II);
  - (v) regularization of environmental licensing and the issuance of Water Use Grant (collection and discharge of effluents) related to the systems and facilities listed in the Reversible Assets Inventory, after **SEMA** approves the Environmental Compliance Report (Phase III);
  - (vi) preparation of an Environmental Management Plan, to be approved by **SEMA** (Phase IV).
- 2.2 The conditions established in this TCA apply to the infrastructures and systems listed in the Reversible Assets Inventory, related to the provision of water supply and sanitary sewage services in the Municipalities.
- 2.3 **SEMA** authorizes, throughout the term of the TCA, the operation of the systems and facilities listed in the Reversible Assets Inventory while the **CONCESSIONAIRE** is faithfully complying with the obligations assumed in this instrument, abstaining, from the signing of this TCA, to apply administrative penalties arising from any failure to comply with environmental and water resources management legislation in the context of the operation of systems and facilities, in accordance with the provisions of sub-clause 2.7.2 and in Clause Five.
- 2.4 By adhering to this TCA, the **CONCESSIONAIRE** assumes the responsibility for the adequacy of the operating systems and facilities contained in the Reversible Assets Inventory to the standards established by environmental legislation, in accordance with the Environmental Compliance Plan.
- 2.4.1 The **CONCESSIONAIRE** shall not be responsible for financial burden related to environmental liabilities arising from events prior to the assumption of the water supply and sewage systems and facilities by the **CONCESSIONAIRE**, as provided for in the Concession Agreement, notably in Clauses 24.2.46 and 33.4.12.

- 2.5 For the purposes that are necessary, the adequacy, assignment and correction of systems and facilities to environmental legislation, for the purposes of licensing and obtaining grants for the use of water resources, comprises the following phases:
- (a) Phase I: Diagnosis and Planning;
  - (b) Phase II: Execution;
  - (c) Phase III: Regularization of the environmental licensing and the issuance of water resource use grants;
  - (d) Phase IV: Maintenance and Continuous Improvement.
- 2.5.1 The start, end and completion dates of each phase will be defined in the future between **SEMA** and the **CONCESSIONAIRE**, except for those expressly provided for in this TCA.
- 2.6 Through the execution of this TCA, **SEMA** authorizes the continuity of operation of the water supply and sewage systems and installations listed in the Reversible Assets Inventory while the **CONCESSIONAIRE** is faithfully fulfilling its obligations arising therefrom;
- 2.7 The object of this TCA does not include:
- 2.7.1. environmental infractions related to systems and facilities not indicated in the List of Reversible Assets;
  - 2.7.2. environmental infractions committed by the **CONCESSIONAIRE** after adhering to the terms of this TCA and that are not covered by the Environmental Compliance Plan to be approved by **SEMA**
  - 2.7.3. the water supply and sewage systems in operation and with valid and regular licensing by **SEMA** and/or other environmental authorities previously competent to issue environmental licenses and authorizations.

### **THIRD CLAUSE - TERM OF THE TCA**

- 3.1 The term of this TCA will be 6 (six) years, counting from the date of its signature.
- 3.2 The TCA may be extended or added, at the discretion of the parties, due to the need for Extraordinary Review.
- 3.3 The extension of this TCA is subject to compliance with the established goals and deadlines, except in the cases in which the non-compliance with these obligations cannot be provenly imputed to the **CONCESSIONAIRE**.



3.4 The term of this TCA will have its counting suspended when the progress of the phases for the implementation of the object depend only and exclusively on the analysis and approval of **SEMA**.

#### **FOURTH CLAUSE - PHASES OF IMPLEMENTING THE OBJECT**

➤ ***Phase I: Diagnosis and Planning***

4.1 Phase I comprises the following actions, by the **CONCESSIONAIRE**:

4.1.1 the elaboration of the Reversible Assets Inventory, to be carried out by the **CONCESSIONAIRE** over the period of assisted operation;

4.1.2 the survey and verification of the environmental compliance of the systems and facilities listed in the Reversible Assets Inventory;

4.1.3 the proposition of goals, deadlines and actions to meet the requirements necessary to obtain environmental licenses and grants for the use of water resources that do not involve the recovery of environmental liabilities prior to the concession, which are not the responsibility of the **CONCESSIONAIRE**, pursuant to the Concession Agreement and as provided for in item 2.4.1 of this instrument;

4.1.4 the proposition of goals, deadlines and investments in engineering works and services necessary for the regularization of the systems and installations indicated in the Reversible Assets Inventory for the purpose of obtaining environmental licenses and grants for the use of water resources (Environmental CAPEX) that do not involve recovery environmental liabilities prior to the Concession, which are not the **CONCESSIONAIRE**'s responsibility, pursuant to the Concession Agreement and as provided for in item 2.4.1 of this instrument;

4.2 Phase I will start when this TCA comes into effect, as provided for in item 3.1 of this instrument.

4.3 After the execution of this TCA, the **CONCESSIONAIRE** will have a maximum period of 24 (twenty-four) months to deliver the products and results expected in Phase I, counted from the effective date of the TCA.

4.4 At the end of Phase I, the following products and results will be obtained:

(a) Environmental Compliance Diagnosis: providing for the verification of the environmental compliance (or non-compliance) of the systems and facilities included in the Reversible Assets Inventory regarding to the applicable environmental legal requirements, to be prepared by the **CONCESSIONAIRE** (according to the model to be defined by **SEMA**) and subsequently approved by **SEMA**.

(b) Environmental Compliance Plan: a planning instrument that includes targets, deadlines and investment estimate (Environmental CAPEX) in engineering works and services to meet environmental requirements for licensing and obtaining grants for the use of water resources in sewage systems and operating units pertinent to the object of this TCA, to be prepared by the **CONCESSIONAIRE** (according to the model to be defined by **SEMA**) and subsequently approved by **SEMA**.

(c) Environmental License(s) for Regularization: license(s) to carry out interventions aimed at meeting the environmental legal requirements for the operation of systems and installations contained in the Reversible Assets Inventory, issued by **SEMA** after submission of the Environmental Compliance Plan by the **CONCESSIONAIRE** and its approval by **SEMA**.

4.5 **SEMA** will have a maximum period of 3 (three) months to approval each of the products presented by the **CONCESSIONAIRE**, counted from the delivery date, as provided for in item 4.4 above, and **SEMA** shall observe the applicable regulatory and legal deadlines for the issuance of the license of regularization.

4.5.1. Without prejudice to the provisions of sub-clause 4.5, **SEMA** shall monitor the preparation of the products and actions included in phase I, being responsible for demanding from the **CONCESSIONAIRE** all documents and information necessary and pertinent to the exercise of its institutional attributions.

4.6. In the context of preparing the plans and instruments provided for in item 4.4, must be observed the obligations and allocation of contractual risks expressly assumed by the **CONCESSIONAIRE** under the terms of the Concession Agreement, notably with regard to non-compliances and liabilities pre-existing to the assumption of the sanitation systems by the **CONCESSIONAIRE**, and the provisions of Clause 33.4.12 of the Concession Agreement.

➤ **Phase II: Execution**

4.7 Phase II comprises the execution of actions, contemplating the eventual execution of works and engineering services necessary to meet environmental requirements for the purposes of environmental licensing and the granting of the use of water resources, and begins after approval of the Environmental Compliance Plan by **SEMA**.

4.7.1. The Environmental Compliance Plan must foresee the duration of phase II (Execution).

4.8 At the end of Phase II, the following results will be obtained:

- (a) improvement of the infrastructure of systems and facilities, in accordance with applicable environmental requirements;
- (b) recovery of degraded areas essential to the operation of systems and facilities, observing the limits of responsibilities and risks assumed by the **CONCESSIONAIRE** in the Concession Agreement, in relation to pre-existing liabilities;

(c) acquisition of engineering equipment, works and services;

(d) preparation of the Environmental Compliance Report by the **CONCESSIONAIRE**, which must: be delivered on the date stipulated in the Environmental Compliance Plan or on another date agreed between the parties; as well as observe the model or contemplate the minimum content defined by **SEMA**.

4.9 **SEMA** will have a maximum period of 3 (three) months for approval of the Environmental Compliance Report, counted from its delivery by the **CONCESSIONAIRE**, giving **SEMA** the possibility to request preliminary information relevant to the exercise of its institutional functions.

➤ ***Phase III: Regularization of Environmental Licensing and the issuance of Grants for the Use of Water Resources***

4.10 Phase III will start after approval of the Environmental Compliance Report by **SEMA**.

4.11 Requests for regularization of the Operating License and Grants for the Use of Water Resources must be requested within a maximum period of 120 (one hundred and twenty) days from the receipt of notification of approval of the Environmental Compliance Report by **SEMA**, instructed according to the checklist documents to be produced and made available by **SEMA**.

4.12 Environmental licensing will be done individually and separately for each system and installation listed in the Reversible Assets Inventory, as follows:

(a) Water supply systems: the environmental license will comprise each of the operating units, networks, connections, water pumping stations, water treatment stations, among other structures necessary for the provision of services.

(b) Sewage systems: the environmental license will comprise each of the operating units, collection networks, sewage pumping stations, effluent treatment station and discharge into the receiving body, among other structures necessary for the provision of services.

4.13. At **SEMA** 's discretion, and since permitted by law, environmental licenses may cover one or more systems or facilities among the lists in the Reversible Assets Inventory.

4.14 The request for the Grant for the Use of Water Resources will be made individually and separately for each point of interference in surface and underground collection, well drilling and effluent discharge into water bodies of state domain.

4.15 **SEMA** is committed to prioritizing the analysis of processes and issuance of environmental regularization licenses and grants for the use of water resources related to the object of this TCA, within the deadlines provided for in Complementary State Law No. 05/1994, in CERH Resolutions No. 008 and 009/2017 and Ordinance No. 073/2021- **SEMA** /AP and amendments.

4.16 During the analysis of the processes, the **CONCESSIONAIRE** must comply with the request for clarifications and additions made by **SEMA** within a maximum period of 3 (three) months, counting from the receipt of the respective notification, under penalty of filing, without prejudice to penalties in the cases provided in law.

4.17 **SEMA** will not demand abusive compensatory or mitigation measure or provision, subject to the scope and objectives of this TCA, and it is its duty to seek solutions that are proportionate, equitable, efficient and compatible with the general interests.

➤ ***Phase IV - Maintenance and continuous improvement***

4.18 Final step that comprises the presentation and approval of the Environmental Management Plan with the objective of implementing an environmental management system.

4.19. The Environmental Management Plan must provide the routine of monitoring, sending information and periodicity of analyzes by **SEMA**.

**FIFTH CLAUSE - PENALTIES**

5.1 Failure, in whole or in part, of any obligation assumed herein shall imply the obligation of the **CONCESSIONAIRE** to pay a daily fine of up to BRL 1,000.00 (one thousand reais), under penalty of registration in the active debt of the State of Amapá, as determined by **SEMA**, with no entitled to compensation and/or indemnification, without prejudice to possible administrative and/or criminal liability for acts of those who violate the obligations described in this TCA.

5.2 The amount of the fine will be monetarily updated by the variation of the IGPD-I, from the **CONCESSIONAIRE** 's adhesion date of this TCA.

5.3 The fine to be stipulated in item 5.1 will have a maximum ceiling of R\$ 1,000,000.00 (one million reais).

5.4 Verified by **SEMA**, total or partial non-compliance with any obligation now assumed, a notification will be issued with a period of 15 (fifteen) days for presentation of justification by the **CONCESSIONAIRE**.

5.4.1 In case of non-acceptance or non-presentation of justification by the UTILITY COMPANY, as the case may be, a fine provided for in item 5.1 above will be applied.

5.5 The Parties undertake to make every effort to resolve any and all disputes arising out of or related to this TCA, in compliance with the principles of good faith, cooperation and preservation of legal business.

- 5.6. The Parties shall, whenever possible, honor and adopt negotiation as an adequate dispute settlement mechanism.
- 5.7 Reached consensus on all or part of the dispute, the Parties will reduce the solution found to term.
- 5.7.1. If consensus is not reached within 90 (ninety) days, counted from the receipt by the interested Party of the response, the negotiation will be considered frustrated, with the collection of the fines due.

#### **SIXTH CLAUSE - GOVERNANCE AND NOTIFICATIONS:**

- 6.1 The **CONCESSIONAIRE** will be notified of non-compliance or delay in complying with the obligations contained in this TCA, in one of the following ways:
- (i) personally, with receipt protocol;
  - (ii) by correspondence, with Receipt Notice (AR); or
  - (iii) by notice published in the "Official Gazette" of the State of Amapá, in the case of return of correspondence by the Post Office.
- 6.2 All reciprocal communications, relating to the TCA, will be considered made if delivered by correspondence with Receipt Notice (AR) or by carrier, with receipt protocol.
- 6.2.1. In any case, must always be included the TCA number, the subject and the sender's name.
- 6.3 All meetings related to the scope and object of the TCA must be documented by means of minutes.
- 6.4 The parties shall, within 15 (fifteen) days from the signing of this TCA, submit, in writing, the names, corresponding positions and contacts (address and e-mail) of the respective employees or representatives designated to be responsible for it, to whom the correspondence should be addressed.
- 6.5 Any change in the names and corresponding cargo of employees or representatives designated pursuant to item 6.4 above must be communicated between the parties within 5 (five) business days after the change.

#### **SEVENTH CLAUSE - TERM AND CONDITIONS OF VALIDITY**

- 7.1. This instrument will have a term of 6 (six) years, allowed renovation, counted from the date of its signature, and observing the intermediary terms for the fulfillment of each phases of the implementation of the object, as provided in Clause Four.

**EIGHTH CLAUSE - FINAL PROVISIONS:**

- 8.1 **SEMA** shall publish in the Official Gazette of the State of Amapá a simplified extract of this term, within 05 (five) days from its signature, presenting the original of the publication in the present administrative proceeding from which this TCA arises.
- 8.2 This TCA is not subject to judicial approval, as provided for in Law No. 7347, of July 24, 1985, being valid as an extrajudicial enforceable title.
- 8.3 This TCA may be amended at any time, by means of an addendum, which may include or exclude measures aimed at its improvement or prove technically necessary, provided that they are carried out with motivation and in common agreement between the parties.
- 8.4 This TCA has an irrevocable and irreversible character, not admitting repentance by any of the parties, recognizing the parties that sign it in the most free expression of will, and being expressly forbidden any dispute regarding the validity of the agreed clauses.
- 8.5 Any change in environmental legislation, after the edition of this TCA, which mitigates or eliminates the need for licensing, or the requirements for obtaining environmental licenses, applicable to the systems or installations listed in the Reversible Assets Inventory, will produce immediate effects, regardless of additive to this instrument

**NINTH CLAUSE - COURT OF JURISDICTION:**

- 9.1 The parties elect the jurisdiction of the District of Macapá, State of Amapá, to settle any conflicts arising from this TCA.

And, as the parties are in accordance with the clauses transcribed above and in order to give rise to their legal effects, the parties sign the present TCA in 2 (two) copies of equal content and form.

Macapá, [●] [●], 2021.

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**STATE OF AMAPÁ**  
**SECRETARIAT OF THE ENVIRONMENT OF THE STATE OF AMAPÁ – SEMA p. [●]**

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[CONCESSIONAIRE]p. [●]

Witnesses:

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Name:

CPF/ME:

RG:

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Name:

CPF/ME:

RG: