

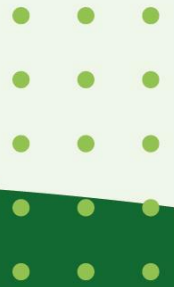
MANUAL OF ASSIGNMENT PROCEDURE

Licensing Rounds Promotion
Superintendence - SPL

Contract Assignment Coordination



anp
Agência Nacional
do Petróleo,
Gás Natural e Biocombustíveis



RIO DE JANEIRO

2024



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CAPÍTULO 1

PROCEDIMENTO DE CESSÃO



1. INTRODUCTION

Assignment is the transfer, in whole or in part, of the ownership of rights and obligations arising from the concession or production sharing contract (E&P contracts) by any means.

This manual, provided for in [ANP Ordinance No. 785/2019](#), aggregates the main rules contained in the applicable legislation and the concession agreement regarding the assignment of E&P contract of contracts and the change of concessionaire/contractor.¹ Resulting from merger, spin-off, and incorporation; the change of operator; and the replacement or exemption from performance guarantee and aims to detail the procedure adopted in the assignment processes and provide the necessary guidelines for the correct procedural instruction and the petition in the Electronic Information System – SEI.

The Assignment Procedure Manual is continuously improved and updated whenever necessary to adapt to applicable legislation changes or make the information more transparent and more objective.

Along with the Assignment Procedure Manual on the website <https://www.gov.br/anp/pt-br/assuntos/exploracao-e-producao-de-oleo-e-gas/gestao-de-contratos-de-e-p/cessao-de-contratos/procedimento> are the document templates required in the process.

We recommend all those interested in the assignment process carefully read this manual and [ANP Resolution No. 785/2019](#) before the application protocol and use updated document templates.

Any questions about the assignment process should be directed to rodadas@anp.gov.br. After the beginning of the process, information will only be provided to the accredited representatives of the interested parties since the assignment process is restricted until the final decision of the ANP.

2. LEGAL FRAMEWORK

Under art. 25 and 29 of Law no. 9.478/1997 and art. 31 of Law No. 12.351/2010, the assignment, in whole or in part, of the E&P contracts is allowed, provided that: (i) the object and contractual conditions are preserved; (ii) the assignee meets the technical, economic and legal requirements established by ANP and (iii) there is prior and express authorization from ANP, in the case of concession contracts, or from the Federal Government, in the case of production sharing contracts.

¹The concessionaire is understood to be the signatory of the concession agreement, and the contractor is the signatory of the production-sharing contract.

The E&P contracts define, in the clause referring to the assignment of the contract, the conditions to be fulfilled by the assignors, assignees, and eventual consortium members, as well as the sanctions in case of assignment without prior authorization from ANP (de facto assignment).

The assignment process, thus considering the administrative process aimed at analyzing the request and authorizing the assignment of an E&P contract; the change of concessionaire/contractor resulting from merger, spin-off, and incorporation; the change of operator; and the replacement or exemption from performance guarantee, is subject to the rules of [ANP Resolution No. 785/2019](#), of 05/16/2019.

Within the scope of ANP, the following art. 21 of ANP's Internal Regulations, it is incumbent upon the Licensing Rounds Promotion Superintendence (SPL) to initiate and instruct administrative processes of assignment requests related to E&P contracts; coordinate the Committee for the Evaluation of Partnership Proposals – CAPP and submit its recommendations to the Collegiate Board of ANP; carry out technical, legal and economic-financial qualification; and prove tax and labor regularity of assignees in a request for the assignment of E&P contracts.

It is incumbent upon CAPP, a collegiate body composed of eight organizational units of ANP and coordinated by SPL, **under [ANP Ordinance](#) No.132/2022**, to evaluate requests for assignment of E&P contracts, change of concessionaire/contractor resulting from merger, spin-off and incorporation, change of operator and replacement or exemption from performance guarantee and recommend to the Collegiate Board of Directors of ANP its approval or denial.

3. ASSIGNMENT PROCESS

Authorization referred to in this manual may only be required:

- a) the assignor, in cases of assignment, merger, spin-off and incorporation;
- b) the operator, in case of change of operator;
- c) the guaranteed, in case of replacement or exemption from performance guarantee; and
- d) the creditor, in cases of executing a guarantee on the rights arising from the E&P contract.

The process must be initiated through its [request](#), directed to SPL, which is responsible for instructing the assignment process, through the Electronic Information System – SEI, where requests are processed.

Orders involving more than one contract may be gathered in a single process if there is the identity of parties (assignor, assignee, and eventual consortium members).

Orders whose contracts do not have the identity of parties (assignor, assignee, and any consortium members) or that have any specificity that justifies the separation will be processed in different processes due to this specificity so that it is kept confidential.

The joint submission of applications for several processes does not guarantee that their analysis will occur simultaneously. If the applicant is interested in having the applications reviewed and approved simultaneously, it must expressly request it.

The authorization for the assignment does not transfer the ownership of the contract, which will occur only with the signature of the respective amendment.

According to Article 4, § 2, of ANP Resolution No. 785/2019, an application will not be accepted when the applicant subjects it to any condition (e.g., the dollar or barrel of oil reaches a specific value, the end of the exploration campaign, obtaining environmental licensing, entering into contracts between individuals, etc.).

Access to the assignment process is restricted until the final decision of the ANP, as it involves private negotiation whose disclosure may represent a competitive advantage to other economic agents, under art. 5, §2, of Decree No. 7.724/2012.

3.1 Procedure

The process begins at the interested party's request by electronic petition in SEI (see [Chapter II](#) of this manual). **The analysis will only start after the presentation of all the documents provided in this manual.** If no document is identified, the interested party will be notified to complete the documentation within 30 (thirty) days, under penalty of filing the case.

From the presentation of the complete documentation, the analysis of the request begins with the technical areas of ANP that are part of CAPP on (i) the compliance of the documents with the provisions of the applicable legislation and (ii) the fulfillment by the interested parties, of the obligations before ANP and the Federal Government.

The organizational units that are part of CAPP are as follows:

- Licensing Rounds Promotion Superintendence (SPL) – expresses its opinion on the technical, legal, and economic-financial qualification; the proof of the fiscal and labor regularity of the assignees; and the compliance of the documents presented.
- Exploration Superintendence (SEP) – expresses its opinion on the exploration activities arising from the contract object of the request.
- Superintendence of Development and Production (SDP) – expresses its opinion on the development and production activities arising from the contract object of the request.

- Superintendence of Government Participations (SPG) – expresses its opinion on the payment of government and third-party participation by the companies involved in the request.
- Superintendence of Technical Data (SDT) – expresses its opinion on the compliance of the data and information from the execution of the contract object of the request.
- Superintendence of Operational Safety and Environment (SSM) – expresses its opinion on the aspects of the operational safety and environment management system applicable to the facilities that are part of the contract area object of the request and on the facilities to be decommissioned.
- Competition Defense Superintendence (SDC) – expresses its opinion on the competitive issues involved in the request.
- Inspection Center for the Measurement of Oil and Natural Gas Production (NFP) - manifests itself in the measurement of the existing oil and natural gas production facilities in the area of the contract object of the request.

The regulatory deadline for issuing statements, counted from the receipt by the technical areas of the analysis request, is 15 (fifteen) days if there is no change of operator or 30 (thirty) days if there is a change of operator. The deadline for qualification analysis is 15 (fifteen) business days, extendable for up to the same period, counted from the date of delivery of the complete documentation.

After the issuance of all technical manifestations, a CAPP meeting is called² Within a period of at least two business days, the request will be analyzed by the collegiate board.

Then, the ANP Attorney General's Office sends the process for legal analysis. After issuing the legal opinion, the request is sent for deliberation by the ANP Collegiate Board, whose decision is formalized in a Board Resolution published on www.gov.br/anp.

Applications will only be approved if:

- a) in compliance with the technical, economic-financial, and legal requirements established by ANP;
- b) preserving the subject and other contractual conditions;
- c) in compliance with the provisions of art. 88 of Law no. 12.529/2011, if applicable;
- d) the obligations of the E&P contract object of the order are being fulfilled, and

² The meeting may be waived if (i) all technical manifestations are conclusive on the absence of an obstacle to the approval of the request; and (ii) there is consent from all organizational units that make up CAPP on the waiver of the meeting, formalized in an order signed by all its members and containing the consolidation of the recommendations contained in the technical manifestations, including the conditions.

- e) assignor and assignee, or the guaranteed, in cases of exemption or replacement of performance guarantee, comply with all their obligations related to government and third party interests before all E&P contracts to which they are parties.

ANP may impose conditions for signing the amendment or determine compliance with requirements after signing to ensure compliance with applicable law and best practices in the oil industry and compliance with a contractual or regulatory obligation.

With the approval of the request for assignment of an E&P contract through a Board Resolution³, the interested parties will be urged to prepare an amendment to the contract, which must be signed by all parties within 30 (thirty) days, counted from the notification of approval, and any conditions present in the Board Resolution and/or notification must be met within this period.

Please comply with the conditions within this period to avoid a delay in signing the amendment until it is complied with.

The term and effectiveness of the amendment begin on the date of its signature, except in the cases provided for in [ANP Resolution No. 785/2019](#).

ANP will publish its statement in the Federal Official Gazette to publicize the amendment.

In the case of a consortium, the consortium agreement (or its amendment) filed with the competent commercial registry must be submitted within the period defined in the E&P agreement.

During the process of the process and the analysis of the documents, ANP may notify the interested legal entities to remedy identified non-conformities or to submit additional documentation and clarifications within 30 (thirty) days, unless another period is not granted, under penalty of filing the process.

In the event of the assignment of a concession agreement, after the presentation by the concessionaire of the complete documentation and as established in this manual, ANP will have ninety (90) days to express its opinion on the approval or denial of the request.

In the event of assignment of a production sharing contract, after the presentation, by the contractor, of the complete documentation and as established in this manual, ANP will have 90 (ninety) days to forward a recommendation to the Ministry of Mines and Energy, which will express its opinion on the request within 60 (sixty) days.

³ In the event of a production-sharing contract, the ANP Collegiate Board will issue a recommendation, and the request will be forwarded for approval by the Ministry of Mines and Energy.

3.2 Eligibility

The following legal entities must undergo qualification, **regardless of whether they already occupy the position of concessionaires/contractors in the respective contract or have already obtained qualification in a previous bidding or assignment process:**

- a) the assignees, in cases of assignment;
- b) the new concessionaire/contractor resulting from merger, spin-off and incorporation;
- c) the new operator, in cases of change of operator; and
- d) the guaranteed concessionaire/contractor, in cases of replacement or exemption from performance guarantee.

The interested parties will be qualified as operators or non-operators and classified in the following levels, according to the criteria established in the tender protocols and consolidated in section 6.4 of this manual:

- a) operator A – qualified to operate in blocks located in ultra-deep waters, deep waters, shallow waters, on land and in areas with marginal accumulations;
- b) operator B – qualified to operate in blocks located in shallow water, on land and in areas with marginal accumulations;
- c) operator C – qualified to operate onshore blocks and in areas with marginal accumulations;
- d) operator D – qualified to operate only in areas with marginal accumulations; or
- e) non-operator – may only be a concessionaire/contracted in a consortium with another operating legal entity.

The qualification of legal entities is carried out by the Licensing Rounds Promotion Superintendence - SPL based on the rules of the tender protocol most recently approved by the Collegiate Board of ANP prior to the application protocol.

The tender protocols most recently approved by the ANP Collegiate Board, available at <https://www.gov.br/anp/pt-br/rodadas-anp/>, are:

- a) **Tender Protocol for the Open Acreage - Concession**, when the assignment concerns contracts for the concession of onshore or offshore blocks for the exploration and production of oil and natural gas and inactive areas with marginal accumulations.
- b) **Tender Protocol for the Open Acreage - Sharing**, when the assignment deals with production sharing contracts.

Contracts arising from a bidding round whose notice contains a requirement for qualification due to the specificity of the block or area are treated as an exception, provided

that said specificity remains present at the time of the request and the adoption of the special rule is still justified, at the discretion of the ANP.

Legal entities interested in the assignment process must be aware of the rules of the aforementioned notices, as the case may be, notably the details of the documents, the qualification criteria, summarized in this manual, and the form of presentation of documents.

The qualification includes the analysis of documentation to prove legal, fiscal and labor legal, economic-financial capacity and technical capacity of bidders.

The assignee is responsible for maintaining its tax and labor regularity, which will be proven through the analysis of the following documents, to be obtained by ANP during the process through access to the databases of the public agencies responsible for their issuance:

- a) proof of registration with the CNPJ;
- b) Debt Clearance Certificate or Certificate of Suspended Debt related to Federal Taxes and to Active Debt of the Federal Government, by the Office of the General Counsel for the Federal Treasury (PGFN), covering all federal tax credits managed by the Brazilian IRS and PGFN;
- c) Certificate of FGTS Compliance (CRF);
- d) Debt Clearance Certificate or Certificate of Suspended Debt issued by the Labor Court.

ANP will place the tenders in the highest qualification level possible, according to the analysis of the documentation submitted.

If the tenderer obtains a level of technical qualification different from the level of economic-financial qualification, the qualification of lower level will be considered.

The qualification will be completed by SPL within 15 (fifteen) business days, extendable for an equal period, counted from the date of delivery of the complete documentation, and its result will be communicated to the interested legal entities by means of an official letter.

3.3 Documents usage

The legal entity subject to qualification interested in taking advantage of documents that have been submitted to ANP for the purpose of registration, expression of interest, qualification and signing of E&P contracts in licensing rounds or qualification in previous assignment processes, must send an application, according to the [model](#) on the contract assignment page on ANP's website.

Only the documents listed in the application form may be used, provided that they are within the validity period. Documents whose expiration dates are not expressed will only be used if they have been submitted to ANP up to 1 (one) year before the application, except for corporate acts, which may be used while in force, and documentation for economic and financial qualification.

The use of documents does not imply the approval of the qualification of the interested party, and ANP may request clarifications and/or additional documents.

4. ACTS IN KIND

4.1 Transfer of ownership of E&P contract

This is the assignment itself, in which the ownership of the E&P contract, in whole or in part, with its rights and obligations, is transferred to another legal entity, **without prejudice to the joint and several liability between assignor and assignee in relation to the acts performed before the assignment.**

The rules for assignment are applicable to the change of operator, as applicable.

The assignment may result in the dismemberment of the E&P contract when it covers more than one block and the result of the assignment process gives rise to different compositions or different operators in these blocks or the transfer results in the division of areas. In this case, a new contract under the same terms as the original must be signed, observing the same rules for signing the amendment.

The transfer of ownership of the E&P contract is only consummated with the signing of the amendment to the E&P contract.

4.2 Change of concessionaire/contractor due to merger, spin-off and incorporation

Although the merger, spin-off and incorporation of concessionaire/contractor are not exactly an assignment, the assumption of the contractual position by another legal entity depends on the prior and express authorization of ANP, issued in the context of an assignment process.

When the transfer of assets, including the E&P contract, occurs upon consummation of the corporate reorganization, the interested party may choose two procedures:

- a) If the legal entity that will receive the assets is not incorporated or depends on the transfer to obtain qualification, the procedure provided for in [ANP Ordinance No. 785/2019](#) provides for the issuance of an act of provisional authorization by ANP so that there is no de facto assignment.

In this case, there is a preliminary phase in the assignment process, with the submission of the request describing, in summary, the intended corporate reorganization and how the assignee will meet the qualification requirements. The request is sent for legal analysis by the ANP Attorney General's Office and for deliberation by the Collegiate Board.

Once the act of approval has been issued, the process will be suspended for 180 (one hundred and eighty) days for the consummation of the corporate reorganization, filing of the corporate acts with the commercial registry and presentation of the documents required for the assignment process. Once the documents have been filed, the assignment process will follow its normal course.

- b) When the interested party already constituted does not depend on the transfer of the assets of the acquired or spun-off company to obtain its qualification, it may start the assignment process with all the documents required for the assignment, without the need for provisional authorization and suspension. The assignment process will follow its normal course, but **the consummation of the corporate reorganization with the transfer of assets can only occur after the authorization of ANP.**

4.3 Exemption or replacement of performance guarantee.

The replacement of the performance guarantee is mandatory whenever, in an E&P contract (guaranteed by performance guarantee), the corporate change of a concessionaire/contractor implies a breach of the corporate control relationship between guarantor and guaranteed.

The exemption from the performance guarantee may be requested when the reasons that determined its presentation do not exist.

[ANP Ordinance No. 785/2019](#) does not establish the criteria and parameters for presenting the performance guarantee, and it is up to the tender protocols to do so, according to art. 18.

According to the most recent tender protocols, the performance guarantee will be required from the concessionaire/contractor, exclusively as an operator, when it does not prove its own experience in E&P activities, technically qualifying by the experience of its corporate group.

In the context of an assignment process that has as its object the assignment of an E&P contract guaranteed by performance guarantee, the withdrawing assignor must indicate its interest in the return of the guarantee in the Application for Authorization for Assignment.

4.4 Guarantees on rights arising from E&P contracts

The regulation of the constitution and execution of guarantees on the rights arising from E&P contracts is contained in ANP Ordinance No. 785/2019 and aims to avoid the configuration of the de facto assignment.

The **constitution** of the guarantee on the rights arising from the E&P contract does not constitute an assignment and does not depend on ANP's authorization, but must be notified within 30 (thirty) days, and it is necessary to prove the communication to any consortium members about the constitution of the encumbrance.

The instrument may not contain clauses that constitute a de facto assignment, that is, that transfer the ownership of the E&P contract before the signing of the amendment, that allow the influence of the creditor on the management or operation of the E&P contract or that restrict the exercise of the debtor's voting right in relation to the management or operation of the E&P contract.

The constitution of the guarantee gives the creditor the right to monitor the execution of the E&P contract, to, if necessary, perform acts of credit protection and preservation of the guarantee.

In the case of **execution** of the guarantee, the creditor institution shall notify ANP within five (5) days of the beginning of the execution and submit, within thirty (30) days, proof of communication to any consortium members.

The transfer of ownership of the E&P contract resulting from the execution of the guarantee is an assignment and requires prior and express authorization from ANP obtained through the assignment process. ANP Ordinance No. 785/2019 grants a period of 180 (one hundred and eighty) days for the creditor entity to file the request for assignment accompanied by all required documents, counted from the beginning of the execution. This term aims to enable the offer to the market of the rights of the E&P contract and implement the necessary actions for the presentation of an assignee to ANP.

Once the assignment process has been initiated, the concessionaire/debtor contractor will be notified to express its opinion, but the course of the process does not require its agreement and will follow the normal procedure, with some specificities.

The requirements necessary for the creditor to have legitimacy to submit the request for assignment and act on behalf of the debtor in all procedural acts, including the signing of the amendment, are:

- a) contractual instrument constituting the guarantee containing a power of attorney clause or accompanied by a power of attorney;
- b) document in which the agent certifies in a plan and unequivocally the existence of the default of the debtor concessionaire/contractor and;
- c) evidence of the agreement of the other consortium members, if any.

It must also be proven that the creditor has implemented the entire procedure for execution provided for in the contract that constituted the guarantee. **The default will not be subject to discussion in the assignment process.**

If the E&P contract subject to the guarantee is in the exploration phase and the debtor is the operator, the contract may be suspended at the request of the creditor, for a period of 180 (one hundred and eighty) days, the same period granted for the submission of the request for assignment, so that there is no prejudice to the contractual execution. This period will be extended until the signature of the amendment, if the request for assignment is submitted within the suspension period. After the expiration of the period without submission of the request for assignment, the contract will return to normal force.

Due to legal and regulatory limitations, **it is not possible for the creditor entity to appoint a temporary operator to perform the operations during the process.**

Until the signature of the amendment, the concessionaire/debtor contractor will remain responsible for the contractual obligations.

4.5 Change of corporate control

The change in the corporate control of the concessionaire/contractor or its departure from the corporate group to which it originally belonged must be notified to ANP within 30 (thirty) days, counted from the filing of the corporate act in the competent registry, the annotation of the transfer of shares in the corporate books or, in the case of foreign companies, the execution of the act in accordance with local legislation.

The notification must be made by means of an electronic petition in SEI, directed to the Superintendence for the Promotion of Bids – SPL, in accordance with the instructions in section 8 of Chapter II of this manual.

The notification must be accompanied by the following documents:

- a) corporate acts or, in the case of a joint-stock company, documents that reflect the change in corporate control;
- b) organization chart detailing the entire chain of control of the corporate group, financial statements of the last fiscal year and technical summary, under the terms of the tender protocol most recently approved by the Collegiate Board of ANP prior to the notification protocol; and
- c) final decision approving the acquisition of control, issued by the Administrative Council for Economic Defense, pursuant to Law No. 12.529, of November 30, 2011, accompanied by the publication of the decision in the Federal Official Gazette, or justification for its non-presentation.

The change of corporate control does not require authorization from ANP, which may request additional clarification on the operation.

5. FORM OF SUBMISSION OF DOCUMENTS

The documents must be digitized individually and sent to ANP **in .pdf format** through the Electronic Information System - SEI at <https://sei.anp.gov.br/> according to the instructions contained in the "SEI External User Manual", available on the website <https://www.gov.br/anp/pt-br/servicos/processo-eletronico-sei/processo-eletronico-sei> and in Chapter II of this manual.

Documents uploaded to SEI in a format other than .pdf (except when so requested by ANP) and documents clustered in a single file will be considered non-conformities, and the interested party must reload the documents in the form indicated above.

Without prejudice to the forwarding of digital files through SEI, the original copies of the following documents (**when physically signed by the parties**) must be sent to the ANP Central Office or delivered to the protocol service, at the address shown in the table below:

- a) amendment – to the attention of the Licensing Rounds Promotion Superintendence (SPL);

- b) performance guarantee – to the care of the Licensing Rounds Promotion Superintendence (SPL);
- c) financial guarantee of deactivation and abandonment – in the care of the Superintendence of Development and Production (SDP);
- d) financial guarantee of the Minimum Exploration Program – to the care of the Exploration Superintendence (SEP).

The documents must be written in Portuguese, printed on A4 paper, without amendments, erasures, blurs, stripes, additions or excerpts erased with corrective and identified by title on its first page.

All documents produced by the interested legal entities must be dated, signed on the last sheet by the legal or accredited representative, with the legible name of the signatory.

Only documents issued up to ninety (90) calendar days before their delivery will be accepted. This provision does not apply to corporate documents, documents of economic and financial qualification and those that have an express expiration date.

ANP may request any additional information or document that supports the analysis of the documentation of legal entities and take steps it deems necessary to clarify or complement the procedural instruction.

Due to Art. 9 of Decree No. 9.094/2017, within the scope of the assignment processes, **the notarization and authentication of copies of documents issued in the country are waived**, except for the exceptions expressed in the decree.

If it is impossible to send the documents by digital means, the interested party may send them to the ANP Central Office or deliver them to the Agency's protocol service, to the attention of the Superintendence for the Promotion of Bids (SPL), from Monday to Friday, from 9 am to 6 pm, Brasília/DF time, at the following address:

National Agency for Petroleum, Natural Gas and Biofuels
 Head Office
 A/C: Superintendência de Promoção de Licitações – SPL
 65 Rio Branco Avenue, First Floor, Downtown
 Rio de Janeiro, RJ
 Zip Code: 20090-004

5.1 Digitally signed documents

In the assignment process, digitally signed documents will be accepted, in accordance with the regulations of the Brazilian Public Key Infrastructure – ICP-Brazil, provided that it is possible for the ANP to assess the conformity of the signature(s) in the digital document

itself. In this sense, interested parties must petition the same file submitted and signed at the chosen institution, **after verifying the compliance of the digital signatures on the website of the National Institute of Information Technology - ITI (<https://verificador.iti.gov.br/>)**.

Interested parties should opt for the adoption of a single signature format, that is, all signatories sign digitally or all sign physically.

We recommend attention to the guidelines below for the presentation of the amendment and performance guarantee, which may be digitally signed by the interested parties and the ANP.

The digital signature of the amendment will occur only after the approval of ANP, since the document must contain the information of the Board Resolution through which the request is approved, and a procedure will be adopted that will be informed in due course by SPL in the assignment process itself.

The performance guarantee may also be digitally signed and the petition must be made after verification of compliance with the signature of the guarantor's representative on the ITI website. Its acceptance is subject to its compliance, as recorded in the qualification report, and the signature of the amendment.

According to Provisional Measure No. 2,200-2, of 8/24/2001, which established the Brazilian Public Key Infrastructure - ICP-Brazil; Decree No. 8,539, of October 8, 2015; and art. 2, §7, of ANP Resolution No. 836, of December 18, 2020, **documents digitally signed through the ICP-Brazil key system are considered originals for all legal purposes.**

The compliance of the digital signatures will be verified by SPL at the time of filing the document and, in the case of the amendment, at the time of its signature by the Director General of ANP. If the compliance report issued by the National Institute of Information Technology - ITI indicates any irregularity with a signature, the document must be resubmitted after this irregularity has been remedied. Therefore, **interested parties must pay attention to the validity period of the digital signature of the amendment so that the certificate is not expired at the time of signature by the Director General of ANP.**

5.2 Documents issued abroad and documents written in a foreign language

To have effect in Brazil, documents issued abroad must be notarized, legalized, and duly registered with the Registry of Deeds and Documents (RTD, Registro de Títulos e Documentos), as determined by art. 129, 6, and 148 of Law no. 6.015/1973.

Documents written in a foreign language must be translated into Portuguese by a sworn translator and the translation, which must be done in Brazil, must be registered with the RTD.

If Brazil has a cooperation agreement with other countries or is a party to a treaty in which there is a provision for exemption from legalization of some or all of the documents

provided for in this tender protocol, the interested party may request it, basing the request on the applicable legislation.

It should be noted that:

- a) notarization is the notarization of signature, for original documents, or the authentication of copies, performed in a notary's office.
- b) legalization is:
 - b.1) the apostille, if the document was issued in a country signatory to the Hague Apostille Convention; or
 - b.2) consularization, if the document was issued in a country that is not a signatory to the Hague Apostille Convention.
- c) sworn translation is the translation of a certain document written in a foreign language by a public translator. The sworn translation must cover all text written in a foreign language, including any inscriptions entered in the document by a local notary.

6. DOCUMENTS REQUIRED FOR THE ASSIGNMENT PROCESS

The concessionaire/contractor interested in the assignment process must submit to ANP the documents listed below.

Important: Documents marked with (*) must be presented according to the models on the contract assignment page, available on the website <https://www.gov.br/anp/pt-br/assuntos/exploracao-e-producao-de-oleo-e-gas/gestao-de-contratos-de-e-p/cessao-de-contratos/procedimento>.

6.1 Documents relating to the assignment

- a) Application for authorization signed by the **applicant, assignee/new operator and other consortium members**, if any.*
- b) Assignment Instrument⁴.*

Notes:

The Assignment Term must be signed by the assignor, assignee, other consortium members and two witnesses.

On the website informed above, there are specific templates for physical and for digital signatures.

⁴ Based on recent understandings of the Attorney General's Office of ANP and the Legal Consultancy of the Ministry of Mines and Energy, ANP and, in the case of assignment of a production sharing contract, the Federal Government no longer act as consenting intervening parties in the Assignment Agreement.

If the Assignment Term is physically signed, it will be necessary to request only one scanned copy.

- c) Draft of the Addendum to the E&P Contract.*

Notes:

The Amendment may be signed physically or digitally.

On the website informed above, there are specific templates for physical and for digital signatures.

The draft of the Amendment must be completed with all the data requested in the document, except those related to the Board Resolution approving the assignment or change of the operator.

- d) Draft Consortium Agreement (or Draft Amendment to Consortium Agreement, if applicable)

Notes:

*The draft of the Consortium Agreement or its amendment shall contain the indication of the leading legal entity responsible for the consortium and for conducting the operations, and **the joint and several liability of the consortium members before ANP and the Federal Government, including in relation to the facts incurred before the signing of the Consortium Agreement (or the Amendment to the Consortium Agreement, if applicable).***

***The Consortium Agreement shall cover only one E&P agreement.** Thus, in case of assignment of more than one E&P agreement, as many consortium agreements as the number of E&P agreements shall be submitted.*

- e) Compliance with the provisions of art. 88 of Law No. 12.529/2011, considering the amounts provided for in Interministerial Ordinance MJ/MF No. 994, of May 30, 2012, or another that may replace it, presenting the following document:
- e.1) Final decision to approve the acquisition of assets related to concession or production sharing contracts for exploration, development and production of oil and natural gas, issued by Cade, accompanied by the publication of the decision in the Federal Official Gazette⁵; or

⁵ In the case of a final decision by Cade's General Superintendence, also present the technical opinion that motivated the decision. In the case of a final decision of the Administrative Court for Economic Defense of Cade, also present the report and the conducting vote of the decision.

- e.2) Declaration of non-compliance with the hypotheses of articles 88 et seq. of Law no. 12.529/2011⁶;* or
- e.3) Declaration of Acknowledgment of Documentary Pending⁷.
- f) Statement of Passage of Operational Safety and Environmental Information for Assignment Process(es) – Assignor⁸;*
- g) Statement of Passage of Operational Safety and Environmental Information for Assignment Process(es) –Assignee⁸;*
- h) Statement on the Operational Safety and Environment Management System for Assignment Process(es)⁹.*

Note:

Use its own model of the "Declaration on the Operational Safety and Environment Management System for Assignment Process(es)" for [onshore fields](#) or for [offshore fields](#), available on the ANP website on the internet.

- i) Transition Process Schedule¹⁰.

Note:

The schedule must include, at least, the periods foreseen for the following stages of the process, if applicable:

- i. Transition plan involving people, information and systems, including information regarding the absorption of the old operator's operating team by the new operator, if applicable;*
- ii. Diagnosis of barriers and the management system (Gap analysis, if applicable);*

⁶ Document applicable in the following cases:

- (i) the annual gross revenue or turnover in the country of the assignor (s) and assignee(s) does not fit the cases provided for in art. 88 of Law no. 12.529/2011;
- (ii) the purpose of the assignment process is the change of operator; and
- (iii) the purpose of the assignment process is the exemption or replacement of a performance guarantee.

⁷ Applicable when the transaction falls under the hypotheses of articles 88 et seq. of Law no. 12.529/2011 and the document described in 6.1.e.1 is not presented at the beginning of the process.

⁸ Applicable only when the assignment implies a change of the contract operator. The declaration provided for in item "f" must be signed by the assignor and that provided for in item "g" must be signed by the assignee.

⁹ Document not required in the assignment of contracts in the exploration phase and applicable only when the assignment implies a change of the contract operator.

¹⁰ Document not required in the assignment of contracts in the exploration phase and applicable only when the assignment implies a change of the contract operator.

- iii. *Estimated date for filing of the new Operational Safety Documentation (DSO);*
- iv. *Operation overlap period (operation by the former operator with monitoring by the new operator);*
- v. *Assisted operation period (if applicable) - operation by the new operator with assistance by the old operator, if necessary.*

j) If the assignor is responsible for the decommissioning of facilities, the following documents must be requested:

j.1) Document informing the facilities to be decommissioned by the assignor and those to be used by the assignee (ANP Resolution No. 817/2020, art. 37);

j.2) Updated Facility Decommissioning Program (PDI) (ANP Resolution No. 817/2020, art. 38; and

j.3) Draft Term of Commitment between the assignor and ANP, and the assignee must appear as intervening party.

Note:

For preparation and presentation of the draft decommissioning commitment term, follow the guidelines contained in section 12 of this manual.

k) If the contract to be assigned has a Production Individualization Agreement/Commitment (AIP/CIP) approved by ANP, assignor and assignee must petition in the assignment process the amendments to AIP/CIP whose only object will be the amendment of the parties to the previously formed agreement.

Note:

This measure is necessary to formalize the change of the parties in the individualizations of production previously signed, and does not prejudice subsequent discussions between the new participants of the AIP/CIP on the interpretation of the shared deposit due to data obtained after the conclusion of the agreement.

l) Declaration of transfer of information on the oil and natural gas measurement system in the existing production facilities in the area of the contract object of the assignment process (Assignor)^{11,*}

¹¹ Applicable only when the assignment implies a change of the contract operator. The declaration provided for in item "l" must be signed by the assignor and those provided for in items "m" and "n" must be signed by the assignee.

- m) Declaration of transfer of information on the oil and natural gas measurement system in the existing production facilities in the area of the contract object of the assignment process (Assignee)^{11.*}
- n) Declaration on the oil and natural gas measurement system in the existing production facilities in the area of the contract object of the assignment process (Assignee)^{11.*}

6.2 Applicant's documents

- a) Corporate documents of the applicant and the legal entities signatory to the Application for authorization, the Assignment Term, the Amendment, the Consortium Agreement and other documents (**assignors and eventual consortium members**)¹².
 - a.1) Articles of association (bylaws or articles of incorporation) and its amendments, or the restatement of the articles of incorporation after any amendments, containing the most current provisions and in full force, all filed in the competent trade register;
 - a.2) Documents relating to the proof of the powers and names of the legal representatives, as well as the most recent acts related to the election/appointment of such representatives, if applicable;
 - a.3) Documents proving compliance with any conditions for the exercise of the powers of the representatives as provided for in the articles of incorporation, if applicable (joint signatures of directors, express authorization of the board of directors, among others);

Note:

Documents submitted to meet the conditions imposed in the articles of incorporation must be accompanied by documentation proving the powers of the signatory.

- b) Power of attorney for appointment of accredited representatives, if applicable^{13.*}

Note:

¹² The corporate documents of all legal entities signatory to the documents presented are necessary for analysis of the powers of their representatives.

¹³ If the legal entity intends to appoint accredited representatives who do not have powers of representation granted through its corporate documents.

If the interested party intends to change the list of accredited representatives during the assignment process, it must present a new power of attorney, which will revoke the power of attorney previously presented.

6.3 Assignee, new operator or concessionaire/guaranteed contractor qualification documents

6.3.1 Legal qualification and proof of fiscal and labor regularity

a) Corporate Documents

a.1) Articles of association (bylaws or articles of incorporation) and its amendments, or the restatement of the articles of incorporation after any amendments, containing the most current provisions and in full force, all filed in the competent trade register;

a.2) Documents relating to the proof of the powers and names of the legal representatives, as well as the most recent acts related to the election/appointment of such representatives, if applicable;

a.3) Documents proving compliance with any conditions for the exercise of the powers of the representatives as provided for in the articles of incorporation, if applicable (joint signatures of directors, express authorization of the board of directors, among others);

a.4) Declaration of timeliness of corporate acts.*

Notes:

It is essential that the corporate purpose described in the contract or bylaws covers the activities of exploration and production of oil and natural gas.

Documents submitted to meet the conditions imposed in the articles of incorporation must be accompanied by documentation proving the powers of the signatory.

b) Power of Attorney for appointment of accredited¹⁴ representatives*

Note:

If the interested party intends to change the list of accredited representatives during the assignment process, it must present a new power of attorney, which will revoke the power of attorney previously presented.

¹⁴ The legal representatives who will act in the assignment process must also be appointed as accredited representatives through the power of attorney, even if such representatives have powers granted through the corporate documents of the assignee/new operator/concessionaire or guaranteed contractor.

- c) Organization chart detailing **the entire chain of control of the corporate group**¹⁵(including individuals, foreign companies and companies operating in another branch of activity).

Notes:

The organization chart must have the title "ORGANIZATION CHART OF the CORPORATE GROUP".

The document must be signed by an accredited representative, and must contain the respective percentage of the shares or shares with voting rights of each of the legal entities that are part of said group, as well as each of the individuals that control each of such legal entities.

In the case of replacement or exemption from performance guarantee resulting from a change in corporate control, the interested party must present two organization charts, one detailing the entire chain of control of the current corporate group and one detailing the chain of control after the change.

The legal entity will not be qualified: (i) controlled by bearer shares, without explicit identification of control; or (ii) whose own constitution or legal entity that is part of its corporate group prevents or hinders the identification of the controllers.

- d) Confidentiality agreement.*

Note:

The new operator, the guaranteed legal entity and the assignee that already appears as the concessionaire/contractor of the assigned contract or belongs to the same corporate group as the assignor are exempt from the presentation of the Confidentiality Agreement.

- e) Declaration of absence of impediments to signing the E&P contract.*

- f) Declaration on relevant legal or judicial issues.*

6.3.2 Technical Qualifications

The technical information must be provided in accordance with one of the following models of technical summaries, alternatively:

- a) Technical qualification by experience of the interested party or its corporate group: technical summary 01*;

¹⁵ A corporate group is understood as legal entities:

- i) members of a formal group;
ii) linked by common control relationship, direct or indirect.

- b) Technical qualification by experience of the technical staff of the interested party: technical summary 02*;
- c) Technical qualification as a non-operator: technical summary 03*;
- d) Technical qualification for interested party already operating in Brazil: technical summary 04*.
- e) Documentation that expresses the company's policy regarding the principles of Safety, Environment and Health (SMS) or Quality, Safety, Environment, Health and Social Responsibility (QSMS-RS), in accordance with best industry practices;
- f) Performance guarantee, if applicable (present the signed original).*

Notes:

The performance guarantee can be signed physically or digitally.

A performance guarantee can only guarantee the obligations of a single E&P contract.

Thus, as many guarantees as the number of contracts to be assigned must be presented.

According to the most recent tender protocols, the performance guarantee will be required from the concessionaire/contractor, exclusively as an operator, when it does not prove its own experience in E&P activities, technically qualifying by the experience of its corporate group.

The performance guarantee must be accompanied by: (i) the guarantor's corporate documents detailed in section 6.3.1.a, noting that the declaration indicated in item 6.3.1.a.4 must be signed by a legal representative of the guarantor, with powers to do so; and (ii) the organization chart explaining the relationship between guarantor and guaranteed, pursuant to item 6.3.1.c.

6.3.3 Economic and Financial Qualification

For the purposes of economic and financial qualification, the following documents referring to the last three fiscal years must be presented:

- a) Financial Statements:
 - a.1) Balance Sheet
 - a.2) Statements of Retained Earnings and Losses, which may be included in the Statement of Changes in Shareholders' Equity;
 - a.3) - Yearly Income Statement;
 - a.4) Cash Flow Statement;
 - a.5) Explanatory Notes;
 - a.6) Statement of Added Value, if a publicly-held company.

b) Independent auditor's report

Notes:

The Independent Auditor's Opinion is required for all legal entities submitted for qualification, even if Law No. 6.404/1976 does not require it.

In lieu of the documents listed above, FIPs shall submit the complete Financial Statements for the last three (3) years, in the manner required by applicable law, accompanied by the independent auditors' report.

The Financial Statements shall be submitted in accordance with Law No. 6.404/1976, and their replacement by interim trial balances shall be prohibited, notwithstanding the obligation to submit the independent auditor's report.

If the bidder is a parent company of a corporate group, it must submit its Consolidated Financial Statements, in compliance with the provisions issued by the Accounting Pronouncements Committee (CPC) regarding the correlation with international accounting standards (IFRS).

ANP may request the submission of Quarterly Information (ITR), pursuant to art. 16, VIII, of CVM Instruction No. 202/1993, to subsidize the analysis of the qualification.

The legal person established less than three years must submit the Financial Statements and the independent auditor's opinion for the fiscal years already closed.

The legal person constituted in the same fiscal year of the bidding process must submit the Interim Financial Statements, their replacement by provisional balance sheets, and accompanied by an opinion of an independent auditor. In this case, for purposes of proving the shareholders' equity, the bidder must submit a copy of its last articles of incorporation filed with the trade registration agency within its jurisdiction.

The legal person that wishes to prove an increase in net equity occurred in the same fiscal year of the bidding process must submit the Interim Financial Statements, their replacement by provisional balance sheets and accompanied by an opinion of an independent auditor. If the increase is due to a change in the capital stock, the legal person must also submit a copy of its last articles of incorporation filed with the trade registration agency within its jurisdiction.

6.4 Consolidation of qualification criteria at qualification levels

Production Sharing Agreements

Elegibility	Legal qualification	Technical qualification ¹⁶	Economic and Financial Qualification (PLM)	Environment
Operator A+	proof of tax and labor reg.	81 points or more ¹⁷	BRL 360,000,000.00	qualified to operate in blocks located in an area located in the pre-salt polygon and areas strategies, as defined by the CNPE, for contracts signed under production sharing scheme
Non-Operator	proof of tax and labor reg.	summary of its main activity	R\$ 90,000,000.00	may only be contracted in a consortium with another operating legal entity in any area located in the pre-salt polygon and areas strategies, as defined by the CNPE, for contracts signed under production sharing scheme

Offshore Block Concession Agreements

Elegibility	Legal qualification	Technical qualification ¹⁶	Economic and Financial Qualification (PLM)	Environment
Operator A	proof of tax and labor reg.	81 points or more ¹⁷	R\$230,000,000.00	qualified to operate in blocks located in ultra deep waters, deep water, shallow water and onshore
Operator B	proof of tax and labor reg.	from 30 to 80 points	R\$ 100.000.000,00	qualified to operate in shallow water and onshore
Non-Operator	proof of tax and labor reg.	summary of its main activity	25% of operator's required PLM	may only be contracted in a consortium with another operating legal entity

¹⁶ In the case of presentation of technical summary 04 (section 6.3.2.d), the scoring criterion for technical qualification purposes does not apply.

¹⁷ In order to obtain qualification at Operator A+ or A level, the tender must have experience in exploration and/or production activities in shallow, deep or ultra deep waters in the condition of operator, regardless of the score achieved.

Concession Agreements for Land Blocks and Areas with Marginal Accumulations

Elegibility	Legal qualification	Technical qualification ¹⁸	Economic and Financial Qualification (PLM)	Environment
Operator A	proof of tax and labor reg.	81 points or more ¹⁹	R\$230,000,000,00	operator A – qualified to operate in blocks located in ultra-deep waters, deep waters, shallow waters, on land and in areas with marginal accumulations
Operator B	proof of tax and labor reg.	from 30 to 80 points	R\$ 100.000.000,00	qualified to operate in blocks located in shallow water, on land and in areas with marginal accumulations
Operator C	proof of tax and labor reg.	from 2 to 29 points	R\$ 8.000.000,00	operator C – qualified to operate onshore blocks ²⁰ and in areas with marginal accumulations;
Operator D	proof of tax and labor reg.	E&P professional with at least 2 years of experience	R\$ 1.200.000,00	qualified to operate only in areas with marginal accumulations
Non-Operator	proof of tax and labor reg.	summary of its main activity	25% of operator's required PLM	may only be contracted in a consortium with another operating legal entity

¹⁸ In the case of presentation of technical summary 04 (section 6.3.2.d), the scoring criterion for technical qualification purposes does not apply.

¹⁹ In order to obtain qualification at Operator A level, the legal entity must have experience in exploration and/or production activities in shallow, deep or ultra deep waters in the condition of operator, regardless of the score achieved.

²⁰ Except blocks located in the Amazon, Solimões and Acre-Madre de Dios basins.

6.5 Cases of exemption of documents

6.5.1 Change of operator

In requests for authorization to change operator, the documents indicated in the following items of this manual will not be required:

- 6.1.b – Assignment Term;
- 6.3.1.d – Confidentiality agreement.

6.5.2 Replacement or disclaimer of performance guarantee

In requests for authorization for exemption or replacement of performance guarantee, the documents indicated in the following items of this manual will not be required:

- 6.1.b – Assignment Term;
- 6.1c - Draft of the Addendum to the E&P Contract;
- 6.1.d – Draft Consortium Agreement;
- 6.1.f Statement of Passage of Operational Safety and Environmental Information for Assignment Process(es) – Assignor;*
- 6.1.g – Declaration of Passage of Operational Safety and Environmental Information for Assignment Process(es) - Assignee;
- 6.1.h Statement on the Operational Safety and Environment Management System for Assignment Process(es)
- 6.1.i – Schedule of the transition process;
- 6.3.1.d – Confidentiality agreement;
- 6.3.1.e - Declaration of absence of impediments to signing the E&P contract,;
- 6.3.1.f – Statement on relevant legal or judicial pending issues.

6.5.3 Change of concessionaire/contractor due to merger, spin-off and incorporation

In requests for authorization to change concessionaire/contractor resulting from merger, spin-off and incorporation, the document indicated in the following item of this manual will not be required:

- 6.1.b – Assignment Term.

7. COLLECTION OF GOVERNMENT PARTICIPATIONS

If the assignment of E&P contracts involves fields whose production belongs to a certain oil stream, the transfer of ownership of the contracts may result in the emergence of a new mixture, since the original configuration will be changed.

This may occur both for the fields to be assigned and for those that remain under the ownership of the original concessionaire/contractor, implying new Oil Reference Prices in the light of [ANP Resolution No. 703 of 09/26/2017](#).

If the PEV curve update information is not provided (insert full name) referred to in art. 7 of [ANP Ordinance No. 703/2017](#), the Reference Price will be defined by ANP as provided in Art. 8 of [ANP Resolution No. 703/2017](#).

The classification of the new operator as a Small Business must follow the provisions of [ANP Resolution No. 32/2014](#).

In cases of assignment of an E&P contract (partial or total), the obligation to pay for the occupation or retention of the area will be generated, whose triggering event will be the date of signature of the amendment to the E&P contract, pursuant to art. 28, §11, of [Decree No. 2.705, of 08/03/1998](#).

The event assignment of E&P contracts requires that **both assignor and assignee are in compliance with government and third party participations before all E&P contracts to which they are a party** (art. 5, V, of [ANP Resolution No. 785/2019](#)) under penalty of frustrating the entire process. The assignor has the prerogative to inquire about its performance as well as any debts, at any time, by means of an official document. The assignee, not being a consortium member, may request the withdrawal of debts with a power of attorney granted by the assignor signatory to the E&P contract.

8. COMPETITIVE ANALYSIS OF THE ASSIGNMENT OPERATION

If the intended assignment involves business companies that meet the criteria of annual gross revenue or turnover established in Interministerial Ordinance MJ/MF No. 994, of May 30, 2012 (PI 994/2012), or another that may replace it, the **operation must be assessed and approved by the Administrative Council for Economic Defense (Cade), by means of a terminating decision**.

It should be clarified **that the absence of a decision by Cade is not an impediment to the submission of the request for assignment to ANP**. In this case, the request for assignment must be accompanied by [a Declaration of Acknowledgment of Documentary Pending](#), in which the assignor and assignee undertake to submit the missing documents within 5 days after the publication of Cade's decision in the Federal Official Gazette. The deadline for ANP to produce a competitive analysis of the assignment will only start from the presentation of Cade's decision.

Also with regard to the hypothesis of compliance with the criteria of PI 994/2012, it is important to emphasize the importance of attaching to the process, **cumulatively**: (i) the publication, in the Federal Official Gazette, of the extract of the decision that approved the operation; and (ii) the full technical document that subsidized Cade's decision (Technical Opinion, in the case of a decision by the General Superintendence; or the report and vote of the reporting/conducting counselor, in the case of a decision by Cade's Administrative Court).

In addition, we draw attention to the fact that the comparison of the amounts described in PI 994/2012 must be made in relation to the annual turnover or gross revenue **of the Economic Group** to which the companies are linked, and not only to the amounts earned by the legal entity of the applicants.

If the requesting companies do not meet the criteria of PI 994/2012, they must submit a 'Declaration of non-compliance with the hypotheses of articles 88 et seq. of Law no. 12.529/2011', according to the [model](#) made available on the ANP website on the internet.

Finally, requests aimed at (i) the mere change of operator or guarantor of the contract, without any additional corporate change; (ii) the exemption or replacement of a performance guarantee; or (iii) other operations not classified as an act of concentration, pursuant to regulations issued by Cade, must be accompanied by a 'Declaration of non-compliance'. For this last hypothesis, the normative act of Cade (Resolution or Jurisprudential Precedent) that contains the legal provision must be referenced in the declaration of non-classification.

9. PRESENTATION OF FINANCIAL GUARANTEES OF THE MINIMUM EXPLORATORY PROGRAM

If the contract to be assigned is in the exploration phase and there is still a Minimum Exploration Program to be fulfilled, the assignee must present financial guarantees under the terms provided for in the protocol and in the contract, except in cases where the contract remains fully assured by current guarantees presented by another consortium member.

In addition, in the case of a consortium, a letter signed by the consortium members must be presented in accordance with the requirements established contractually within the scope of the Compensatory Penalty Clause for Noncompliance with the Minimum Exploration Program.

Upon receipt of notification of the approval of the assignment, if there are conditions related to financial guarantees, the new guarantees and, when applicable, the letter subscribed by the consortium members must be submitted to ANP in a specific process in SEI, directed to the Superintendence of Exploration (SEP). **Compliance with these conditions is a necessary requirement for signing the amendment to the E&P contract.**

It is important to note that the original copies of the financial guarantees must be sent to the ANP Central Office or delivered to the protocol service for the attention of the Exploration Superintendence (SEP).

Questions related to financial guarantees of the Minimum Exploration Program may be clarified by interested parties with the Exploration Superintendence (SEP).

10. DEVELOPMENT PLAN (DP)

[ANP Resolution No. 785/2019](#), in its article 4, provides for the possibility of sending, together with the request for assignment, PDs, at the discretion of the assignor and assignee. The DP will become valid only with the signature of the assignment amendment, so that, if the assignment does not take effect, it also loses value, and the commitments contained therein are not established.

§ 4 In the case of assignment of an E&P contract involving mature fields, a new Development Plan may be submitted, under the terms of the applicable legislation, jointly by assignor and assignee, whose approval will be joint and simultaneous with the request for assignment.

§ 5 In the event of § 4, the new Development Plan will become effective at the time the assignment becomes effective.

In this case, if the parties involved in the assignment wish to send a DP within the scope of the assignment process, the sending must occur in a process different from that of the assignment request, but must be petitioned on the same day, and indicating in the forwarding letter that DP is being sent together with the assignment request, according to art. 4 of [ANP Ordinance No. 785/2019](#). Likewise, the letter forwarding the request for assignment must inform that there is a PD petitioned in a separate proceeding.

The analysis will be carried out by the Superintendence of Development and Production (SDP), according to procedures established for any DP, until the conclusion of the recommendation to be sent to the Collegiate Board regarding the approval of the DP. By default, the DP approval must occur at the same time (same Board Meeting) as the approval of the assignment. In any case, its effectiveness will only occur when signing the assignment amendment.

Considering that the request for assignment and the new DP must be approved jointly and simultaneously, one of the processes can be suspended, if necessary, until both are at the same procedural moment for them to be submitted together for deliberation by the Collegiate Board of ANP.

11. OPERATIONAL SAFETY AND ENVIRONMENT

[Item 6.1](#) presents in items "f" to "j" the documents necessary for the analysis procedure by SSM within the scope of the E&P contract assignment process. Due to the relevance of the matters related to operational safety and the environment, associated with

the lessons learned throughout the various assignment processes analyzed and the safety audits carried out, the incorporation of operational safety and environmental guidelines for assignors and assignees into this manual became urgent, which address several matters that have a direct impact on the new E&P contract operators, reflecting on the assignment process of E&P contracts and the transfer of the operation from the assignor to the assignee, thus deserving emphasis in this document, as provided in the following sub-item.

11.1 Operational safety and environmental guidelines for assignors and assignees

11.1.1 General Guidelines

The E&P contracts establish to the operators a series of duties related to operational safety and environment, and it is up to the assignee that will assume the operation of the contracts, which are duties of the operator, among others:

- a) maintain a minimum staff domiciled in Brazil, fluent in Brazilian Portuguese and capable of efficiently and effectively conducting day-to-day operations, as well as responding to incidents in an appropriate and immediate manner.

The staff must be designed according to the best practices of the oil industry and maintain direct proportionality with the operational and environmental risks assumed by the concessionaire/operating contractor;

- b) continuously monitor all activities that involve operational, environmental or human health risks through a monitoring center necessarily located in Brazil

The monitoring center must be located on land and equipped with technology and size compatible with the risks assumed by the concessionaire/operating contractor, according to the best practices of the oil industry;

- c) participate in the preparation and formally approve the emergency response procedures and risk analysis studies of the activities conducted within the scope of this Agreement, according to the Best Practices of the Oil Industry;
- d) establish an organizational structure and resources in Brazil that have personnel responsible for operational safety, in order to create an equalization of forces between decisions related to operational activities and the management of operational safety risks, in order to ensure that operational risks are considered as a priority in the Consortium's decision-making process.

More information on operational safety is available on the ANP website <https://www.gov.br/anp/pt-br/assuntos/exploracao-e-producao-de-oleo-e-gas/seguranca-operacional-e-meio-ambiente>.

11.1.2 Conduct of Activities

After signing the amendment, the new contract operator becomes responsible for the compliance of the operating units, facilities, wells, systems, equipment and procedures related to the contracted areas, and must fully comply with ANP's resolutions and technical regulations and conduct its activities in strict compliance with the E&P contract and applicable legislation.

To start its operations, the assignee must have evaluated the changes in operations, procedures, rules, projects, programs, standards, products, facilities, organizational and workforce structure, arising from the assignment process of E&P contracts, in order to manage the risks arising from these changes at acceptable levels.

The change management process must be conducted in accordance with the requirements of the respective management practice contained in the technical regulations for operational safety. Therefore, the assignee must observe the following impeding conditions for the implementation of the changes: (i) the evaluation of the hazards and the global impact on the activities; (ii) the updating of the procedures and documentation affected by the change; (iii) the training and communication for all personnel whose work is impacted by the changes; and (iv) the authorization of the change (start of operation by a new company) issued by an appropriate management level.

The assessment of hazards and the overall impact on activities should include:

- a) compliance with the operational safety clauses of the contract, highlighted in the general guidelines of this manual;
- b) the assessment of the response capacity to each accidental scenario, according to the practice of emergency planning and management management; and
- c) the planning and provision of the resources necessary for the implementation and operation of the operational safety management system and for the continuity of the continuous improvement actions, maintenance orders and integrity and risk recommendations in progress of the assignor to meet the requirements of the technical regulations, according to the practice of safety culture management, commitment and managerial responsibility.

As for training, it is necessary that the workforce is trained and qualified to perform critical operational safety procedures.

It is strongly recommended that the workforce has practical tutoring until they have complete mastery in performing their duties safely.

11.1.3 Operational safety managements system

The E&P contracts establish that the concessionaire/contractor must have a safety and environmental management system that meets the best practices of the oil industry and applicable legislation.

[ANP Ordinance No. 43/2007](#), which establishes the Operational Safety Regime for Oil and Natural Gas Drilling and Production Facilities, establishes as the responsibility of the concessionaire/contractor, among others, to determine that the facility operator has a management system that meets the practices of the Operational Safety Management System established by ANP (SGSO) as established in the Technical Regulation.

[ANP Ordinance No. 44/2009](#) establishes to the concessionaires/contractors the procedure for reporting incidents to ANP.

[ANP Ordinance No. 2/2010](#), which establishes the Operational Safety Regime for Onshore Oil and Natural Gas Production Fields, establishes as the responsibility of the concessionaire/contractor, among others, to determine that the facility operator has a management system that meets the practices of the Structural Integrity Management System in Onshore Oil and Natural Gas Production Fields (SGI) established by ANP, as established in the Technical Regulation.

[ANP Ordinance No. 6/2011](#), which established the operational safety management of onshore pipelines for the movement of oil, its derivatives and natural gas, establishes as the responsibility of companies holding the rights of exploration and production of oil and natural gas, among others, to have a management system that complies with the provisions of the Technical Regulation of Onshore Pipelines for the Movement of Oil, Derivatives and Natural Gas (RTDT).

[ANP Ordinance No. 41/2015](#), which establishes the Subsea Systems Operational Safety Regime, establishes as the responsibility of companies holding the rights of exploration and production of oil and natural gas, among others, to have a management system that complies with the provisions of the Technical Regulation of the Subsea Systems Operational Safety Management System – SGSS.

[ANP Ordinance No. 46/2016](#), which approves the Operational Safety Regime for the Integrity of Oil and Natural Gas Wells, establishes as the responsibility of companies holding the rights to explore and produce oil and natural gas, among others, to have a management system that complies with the provisions of the Technical Regulation of the Well Integrity Management System - SGIP established by ANP.

It is noteworthy that, when assuming the operations, the new operator of the E&P contract must have its operational safety management systems implemented, and will be subject to ANP audits, being also responsible for determining that the companies operating the facilities have management systems that comply with ANP's technical operational safety regulations.

11.1.4 Transfer of operational safety and environmental information

The documents and information related to the Declaration of Passage of Operational Safety and Environmental Information for the Assignment Process (item 6.1, items "f" and

"g") must be transferred to the assignee whenever there is a change of operator of the E&P contracts, and must occur prior to the transfer of the contract operation.

Among the information to be transferred, the report on the availability of barriers is a mandatory document, and must contain the *status* of **all barriers contained in the risk studies of the units** (examples: Apr, HAZOP, gas dispersion study, fire and explosion propagation study), prepared by the assignor, which must be transferred in full to the assignee prior to the transfer of the contract operation.

It is highly recommended that the assignor and assignee promote *workshops* or technical meetings, prior to the transfer of the contract operation, that allow an interaction between the parties in aspects related to operational safety and the environment, focusing on the detailed presentation by the assignor to the assignee of the risk studies of the units, the *status* of the barriers and contingencies, which may be implemented, results of internal audits, presentation of the critical procedures of the units, among others. ANP/SSM must be invited to participate in the event and will attend as convenient. The scheduled date for the workshop must be included in the Transition Process Schedule document (item 6.1, item "i").

11.1.5 Assisted Operation

It is strongly recommended that assignor and assignee establish periods of assisted operation before and after the conclusion of the assignment, in which one monitors the activities of the other, in order to know in detail the operational practices for risk control and reduce the regulatory risk in meeting notifications of delivery of information on operational safety during any ANP inspection action in this period. The estimate for carrying out this step must be included in the Transition Process Schedule document (item 6.1, item "i").

11.1.6 Operational Safety Documents (DSO)

The presentation of the DSO by E&P contract operators is regulated by [ANP resolutions 43/2007 \(SGSO\)](#) and [2/2010 \(SGI\)](#).

The beginning of the operation by the assignee is linked to the ANP's permission, which will take place after the DSO's analysis.

For assignments involving the Operational Safety Regime for Offshore Oil and Natural Gas Drilling and Production Facilities (SGSO), the DSO, composed of the Correlation Matrix (MC); Description of the Offshore Unit (DUM) and Concessionaire Information Report (Ric), **must be submitted before the transfer of operations**.

In cases of assignment of E&P contracts, a minimum advance of 30 (thirty) days is allowed when sending the DSO for ANP to analyze the documentation and allow the start of operations.

The endorsement of MC and DUM by the assignee is allowed, if there is no change of operator of the facility. The presentation of a new DSO and the endorsement of documents

must occur upon petition by the assignee in a new administrative process in the ANP Electronic Information System (SEI) for each facility.

For assignments involving onshore production facilities covered by the Structural Integrity Management System (SGI), the DSO, composed of the Description of the Onshore Unit (DUT); Plant Floor Plan; Process Flowchart; Electrical Classification Plant of Areas and List of Critical Elements of Operational Safety, **must be presented before the transfer of operations**, admitting in cases of assignment of E&P contracts a minimum of 30 (thirty) days in advance of sending the DSO for ANP to analyze the documentation and allow the start of operations.

Endorsement of the documents that make up the DSO by the assignee is allowed, with the exception of the List of Critical Elements of Operational Safety, which must necessarily be revised. The presentation of a new DSO and the endorsement of documents must occur upon petition by the assignee in a new administrative process in the ANP Electronic Information System (SEI) for each facility.

For the DSO's endorsement of the maritime or onshore facilities covered by the SGSO or SGI, the assignee must declare: (i) to be fully aware of the documents being endorsed and (ii) to have received all the information contained in the document Declaration of Passage of Operational Safety and Environmental Information (item 6.1, item "g").

12. DECOMMISSIONING FACILITIES

The decommissioning of facilities in the assignment of contracts is governed [by ANP Resolution No. 817/2020](#), which establishes as the responsibility of the companies holding the rights of exploration and production of oil and natural gas the execution of the decommissioning activities of facilities in a safe manner observing all the requirements of the resolution and the Technical Regulation for Decommissioning of Exploration and Production Facilities.

If the assignor is responsible for the decommissioning, the following documents must be submitted together with the request for assignment:

- a) Document informing the facilities to be decommissioned by the assignor and those to be used by the assignee (ANP Resolution No. 817/2020, art. 37);
- b) Updated Facility Decommissioning Program (PDI) (ANP Resolution No. 817/2020, art. 38);
- c) Draft Term of Commitment between the assignor and ANP, and the assignee must appear as intervening party (ANP Resolution No. 817/2020, art. 39).

The draft must be accompanied by a spreadsheet containing the following information on the facilities that will be decommissioned by the assignor: registration codes with ANP (SIGEP/DPP); type of object; identification/name of the object;

identification of the block or field; coordinates of the object and corresponding ANP process, and ANP may request additional information.

As a reference, the "Guidelines for the preparation of the term of commitment for decommissioning as a result of the process of assignment of rights and obligations" are published on the ANP's website at <https://www.gov.br/anp/pt-br/assuntos/exploracao-e-producao-de-oleo-e-gas/gestao-de-contratos-de-e-p/cessao-de-contratos/procedimento>.

12.1 Decommissioning in the exploration phase

When the decommissioning of installations occurs in the exploration phase, the documents referred to in items "a" and "b" of item "12. DECOMMISSIONING OF FACILITIES" must be submitted to ANP in a specific process in SEL, directed to the Exploration Superintendence (SEP).

Any doubts may be clarified by the interested parties with the Exploration Superintendence (SEP).

12.2 Decommissioning in the production phase - Decommissioning guarantees

[ANP Resolution No. 854/2021](#), which entered into force on 11/01/2021, established that all E&P contracts that are in the production phase and undergo an assignment process must **present a financial guarantee for the decommissioning** of facilities. **The approval of this guarantee by ANP is a condition for signing the assignment amendment.**

[ANP Resolution No. 854/2021](#) has transitional rules for its application. For these, until June 30, 2023, both the assignees and all consortium members that remain with participation in the E&P contract must present guarantees in the form of the previous paragraph. In the case of a joint and several obligation, according to the E&P agreement, the guarantee may be presented by either party, provided that the amount to be guaranteed for the year is contributed before the assignment of the E&P agreement.

After this date, all E&P contracts that are in the production phase will present a financial guarantee for decommissioning. Thus, from that moment on, what will occur in the assignment process is the replacement of the assignor's guarantee by one of the assignee.

The amount to be guaranteed will be presented by the Superintendence of Development and Production (SDP) in its opinion in the assignment process. It will correspond to the amount to be guaranteed for the year, in the form of the Progressive Contribution Model (map).²¹

²¹ To calculate the amount to be guaranteed, map will consider the variables contract time, reserves and accumulated production (Normal MAP). The accumulated production will only be considered from the date of the assignment amendment, if the assigned contract has 10 years or less for its termination, counted from the date of the assignment,

The guarantee must be sent to ANP, preferably, from that moment, **in the assignment process itself and already duly constituted.**

The guarantees must be in the models provided for in the annexes to [ANP Resolution No. 854/2021](#) and comply with all the requirements of the regulations.

Draft guarantees will not be analyzed, only the guarantee already constituted.

The analysis of the guarantee will occur from the moment of its protocol and its approval will be made in the assignment process. The approval of the guarantee may occur before or after the approval of the assignment. If the assignment is not effective for any reason, the assignee's guarantee will be promptly returned by ANP.

Upon completion of the assignment, the Superintendence of Development and Production (SDP) will open a new process for monitoring and annual updating of the decommissioning financial guarantee. From that moment on, all claims related to the guarantee must be directed to the new process.

The guarantee modalities accepted by ANP are provided for in [ANP Resolution No. 854/2021](#).

13. OIL AND NATURAL GAS PRODUCTION MEASUREMENT SYSTEM

The assignee must arrange with the assignor, during the assignment process, to obtain information regarding the oil and natural gas measurement system of the existing facilities in the areas of the E&P contracts to be acquired, which includes the authorizations obtained for the measurement systems used. The information must also be attached to the administrative assignment process in order to support the analysis and issuance of an opinion by the Oil and Natural Gas Production Measurement Inspection Center, when applicable.

For assignments of E&P contracts involving a change of operator, it is essential that this Agency be informed promptly about a change in the way of determining the production of each field that implies discontinuity in the fulfillment of contractual obligations or overlaps responsibilities between different operators.

In relation to the administrative proceedings pending before this Agency, it is the duty of the companies involved to inform and proceed with the issues involving the regularity of the operation with the NFP/ANP regarding administrative proceedings for the calculation of recalculation of oil and natural gas production; ongoing sanctioning proceedings; lawsuits related to infractions judged in the second instance or/and the calculation of recalculation of oil and natural gas production, if applicable; administrative proceedings for inspections in oil and natural gas measurement facilities and non-conformities registered in the last five

and has a revision of the Development Plan sent jointly by assignee and operator providing for new investments to be used and requesting the extension of the contract (map Incentivized).

years, at least; administrative proceedings involving authorization or cancellation of measurement systems and administrative proceedings involving approval of requests for operational routines.

The Dynamic Panel of Production Measurement Guidelines, available at <https://www.gov.br/anp/pt-br/centrais-de-conteudo/paineis-dinamicos-da-anp/paineis-dinamicos-sobre-exploracao-e-producao-de-petroleo-e-gas/painel-dinamico-de-orientacoes-de-medicao-da-producao> , is a useful tool in this assignment process and concentrates information on the oil and natural gas production measurement obligations followed in the national territory (list of current legislation, technical notes and others); files with videos and presentations made by the NFP to guide regulated companies on measurement topics, infraction notices drawn up by the NFP; records of measurement points, facilities, fields and wells.

Finally, NFP recommends that assignor and assignee hold workshops and/or meetings prior to the transfer of the contract operation in order to avoid broad debate of the measurement systems contained in the area of the contract object of the assignment.

14. INVESTMENTS IN RESEARCH, DEVELOPMENT AND INNOVATION (R, D&I)

The assignee must arrange with the assignor to obtain formal permission to assume the total conduct of the management, in ostensible degree of access, of the portfolio of all projects contracted by the assignor for the purpose of complying with the contractual clause of mandatory investments in R, D&I.

The assignee must also make sure with the assignor that it is aware of the amounts of balances (creditors or debtors) that may exist and that they may change in their amounts due to future inspections, if still pending completion.

It is the assignee's responsibility to verify the existence or not of ongoing administrative penalty proceedings, as well as fines in execution, related to non-compliance with the R, D&I contractual clause and the applicable legislation.

15. LOCAL CONTENT OBLIGATIONS

After signing the amendment to the E&P contract, the assignee becomes responsible for fulfilling the local content obligations established in the contract, related to blocks and fields with an exploration phase or production development stage with open local content obligations, according to the criteria established in the contracts themselves, and must fully comply with ANP's technical resolutions and regulations.

It is recommended, therefore, that the assignee analyze the blocks and fields contained in the contract and the status of compliance with local content obligations in their respective exploration phases and development stage, according to periodic local content reports sent by the assignor, containing the national and foreign expenditures declared to

the ANP, which can be accessed in the Dynamic Panel on Local Content Investments, available at <https://www.gov.br/anp/pt-br/centrais-de-conteudo/paineis-dinamicos-da-anp/paineis-dinamicos-sobre-exploracao-e-producao-de-petroleo-e-gas/painel-dinamico-de-investimentos-de-conteudo-local>.

It is further recommended that the assignee seek from the assignor all local content reports sent and information that led to their completion prior to the assignment. From the signing of the amendment, the assignee becomes responsible for sending the reports defined in [ANP Resolution No. 871/2022](#) and for providing clarifications regarding the expenditures declared in the blocks and/or fields, as well as submitting to ANP, when requested, the evidence and supporting documents for the measurement of local content, such as contracts, tax documents, certificates of local content, declarations of origin and other supporting records provided for in the contracts and in the aforementioned regulations, corresponding to the goods and services purchased and declared in the reports.

For blocks and fields with closed exploration phase and/or development stage, that is, suitable for inspection, it is recommended to evaluate the situation of the inspection process of compliance with local content obligations performed by ANP, through consultation with the Dynamic Panel for Local Content Inspection, available at <https://www.gov.br/anp/pt-br/centrais-de-conteudo/paineis-dinamicos-da-anp/paineis-dinamicos-sobre-exploracao-e-producao-de-petroleo-e-gas/painel-dinamico-de-fiscalizacao-de-conteudo-local>.

In cases where the inspection of local content results in a sanctioning process, with the issuance of a notice of infraction, the assignee is responsible to ANP for this process, both for the purpose of exercising the adversary and ample defense and for the collection of the fine, when there is a final decision by ANP in this regard. The assignee is also responsible for requests for exemption and adjustment of local content under analysis at ANP, which may exist for the contracts involved in the assignment, and it is necessary to observe the rite established in [ANP Ordinance No. 726/2018](#). The list and status of requests received by ANP can be found in the Dynamic Panel on Exemption and Adjustment of Local Content, available at <https://www.gov.br/anp/pt-br/centrais-de-conteudo/paineis-dinamicos-da-anp/paineis-dinamicos-sobre-exploracao-e-producao-de-petroleo-e-gas/painel-dinamico-de-isencao-e-ajuste-de-conteudo-local>.

Additional information on local content is available on the ANP website at <https://www.gov.br/anp/pt-br/assuntos/exploracao-e-producao-de-oleo-e-gas/conteudo-local>.

16. WORKSHOP ON THE PROCESS OF ASSIGNMENT OF E&P CONTRACTS

ANP held on April 7, 2021 the "[Workshop on Assignment of E&P Contracts](#)" in order to provide information and guidance on the assignment process.

Presentations were made by technicians from the ANP Superintendencies that are members of CAPP. The servers gave lectures containing guidelines for the correct procedural instruction and information on the non-conformities most frequently identified in the processes. They also explained the conditions normally imposed by ANP decisions in order to avoid delays and speed up the process. At the end of each presentation, the questions asked by the participants were answered by the presenter.

Presentations and answers to unanswered questions during the event are published at <https://www.gov.br/anp/pt-br/assuntos/exploracao-e-producao-de-oleo-e-gas/gestao-de-contratos-de-e-p/cessao-de-contratos/workshop-sobre-cessao-de-contratos-de-e-p>.

[Click here and check out the full recording of the event.](#)

17. AUTHORIZATIONS, LICENSES AND PERMITS

As provided in the E&P agreements, the concessionaire/contractor shall, at its own risk, obtain all licenses, authorizations and permissions required under the Applicable Law.

It is the **assignee** 's responsibility to obtain all authorizations, licenses and permissions necessary for the execution of the object of the E&P contract, which may be subject to monitoring and consideration by ANP in the procedural instruction, as well as in the evaluations and resolutions that usually occur throughout the process.

Therefore, **it is necessary for the assignee to act diligently to obtain the necessary authorizations, licenses and permissions both for the operational continuity of the activities under contract, as well as for full compliance with the contractual and regulatory requirements of ANP.**

17.1 Environmental licensing

Oil and natural gas exploration and production activities are subject to environmental licensing, being a condition for regular operation of E&P contracts.

Thus, **it is recommended that, concomitantly with the assignment process, the assignee obtain the environmental licensing from the competent environmental agency, since the delay in obtaining the license may cause a delay in the completion of the assignment process or interruption of operations.**

18. FINAL PROVISIONS

The concessionaires/contractors must observe the provisions of the contractual clause called "Confidentiality". In the event of disclosure of data and information obtained as a result of the operations and the E&P contract to possible assignees, the concessionaire/contractor must send ANP a notification **addressed to the contract management area**, within 30 (thirty) days from the disclosure, accompanied by a copy of the respective confidentiality agreement.

After the approval of the assignment, the amendment to the signed E&P contract must be submitted within 30 (thirty) days from the official statement of the ANP, which will publish its statement in the Federal Official Gazette.

A new E&P contract must be signed, within a maximum period of 30 (thirty) days from the date of approval of the assignment, in the following cases:

- a) when the contract covers more than one block and the assignment process does not result in the same composition of the concessionaires/contractors or in the same operator in all the blocks that are part of the contract area; and
- b) when the assignment results in the division of areas.

In the case of a new E&P contract, the applicant must submit all plans, programs and reports related to each area, separately.

The **partial transfer of a field will not be allowed, except as an alternative to an unrealized production individualization agreement**, at the discretion of ANP, according to art. 10 of ANP Ordinance No. 785/2019.

Until the signature of the amendment, the assignor will remain responsible for the fulfillment of the contractual obligations, and the assignee must refrain from practicing any act of influence in the management or operation of the E&P contract, in order to avoid the configuration of de facto assignment.

Questions can be sent to rodadas@anp.gov.br.

INFORMATION ON THE SEI

ANP participates in the National Electronic Process and uses the Electronic Information System (SEI) to manage the electronic processes. One of its main characteristics is the reduced use of paper as physical support for institutional documents and sharing of information with update and communication of real-time new events. This initiative promotes time and resource savings and offers greater security, transparency, and expedition in the process arrangements.

SEI provides registration for External Users, intended for individuals participating in administrative proceedings with ANP, regardless of commitment to a certain legal entity, for purposes of application and electronic summons or execution of agreements, partnerships, contracts, and other similar instruments entered into with the Agency.

ANP informs that the Electronic Information System (SEI) is a system developed in Brazil, and all its commands and instructions are in Portuguese. For this reason, this chapter had not been translated into English in this version of the manual.

Get to know the Electronic Information System (SEI) through the website:

<http://www.anp.gov.br/processo-eletronico-sei>

