

ASSIGNMENT PROCEDURE MANUAL

Licensing Rounds Promotion
Superintendence (SPL)

**Coordination Office for Agreement
Assignment**

RIO DE JANEIRO

2021

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anp
Agência Nacional
do Petróleo,
Gás Natural e Biocombustíveis



TABLE OF CONTENTS

CHAPTER I - ASSIGNMENT PROCEDURE	3
1. INTRODUCTION	4
2. LEGAL GROUNDS	5
3. ASSIGNMENT PROCESS	6
3.1 Procedure	6
3.2 Qualification	9
3.3 Reuse of documents	11
4. ACTS IN KIND	12
4.1 Transfer of entitlement to an E&P agreement	12
4.2 Change in concessionaire/contracted company arising from consolidation, spin-off, and merger	12
4.3 Exemption or replacement of a performance bond.....	13
4.4 Bonds on rights arising from the E&P agreements.....	13
4.5 Change in corporate control.....	15
5. HOW TO SUBMIT DOCUMENTS.....	16
5.1 Change in the assignment procedure during the COVID-19 pandemic period	18
5.2 Documents issued abroad and documents written in a foreign language.....	19
6. DOCUMENTS REQUIRED FOR OPENING THE ASSIGNMENT PROCESS	19
6.1 Documents related to the assignment	20
6.2 Documents of the applicant	22
6.3 Qualification documents for the assignee, new operator, or concessionaire/guaranteed contracted company.....	23
6.4 Consolidation of the criteria for classification at the qualification levels.....	28
6.5 Cases of waiver of documents	29
7. PAYMENT OF GOVERNMENT SHARES	31
8. COMPETITION ANALYSIS OF THE ASSIGNMENT TRANSACTION	32
9. FINANCIAL GUARANTEES OF THE MINIMUM EXPLORATION PROGRAM.....	32
10. DEVELOPMENT PLAN (PD).....	34
11. OPERATIONAL SAFETY AND ENVIRONMENT.....	35
11.1 Operational-safety and environmental guidelines for assignors and assignees	35
12. DECOMMISSIONING OF INSTALLATIONS.....	40
12.1 Decommissioning in the exploration phase	40
12.2 Decommissioning in the production phase – Decommissioning guarantees.....	40
13. INVESTMENTS IN RESEARCH, DEVELOPMENT, AND INNOVATION (R+D+I)	42
14. WORKSHOP ABOUT THE E&P AGREEMENT ASSIGNMENT PROCESS	43
15. FINAL PROVISIONS	44
CHAPTER II - FILING OF DOCUMENTS IN THE ELECTRONIC INFORMATION SYSTEM (SEI).....	45



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 concession agreement or production sharing agreement (Exploration and Production (E&P) agreements), by any means.

This manual, provided for in ANP Resolution No. 785/2019, includes the main rules related to the assignment of E&P agreements in the applicable laws and regulations and in the concession agreement, and its objectives include detailing the procedure adopted in the assignment processes and provide the instructions necessary for the correct discovery phase and for filing in the Electronic Information System (SEI).

The Assignment Procedure Manual is continuously being improved and updated whenever necessary, adjusted based on amendments to the applicable laws and regulations or to ensure the information is clearer and more objective.

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>, there are models of documents required in the process. The models are in Portuguese.

We recommend that all companies interested in the assignment process read this manual and ANP Resolution No. 785/2019 carefully before filing the request, in addition to using the updated models of documents. The resolution is in Portuguese.

Any questions about the assignment process must be sent to the email rodadas@anp.gov.br. After the beginning of the process, information will only be provided to accredited representatives of the interested companies, as the assignment process is restricted until ANP's final decision.

2. LEGAL GROUNDS

Under articles 25 and 29 of Law No. 9,478/1997 and article 31 of Law No. 12,351/2010, the assignment, in whole or in part, of E&P agreements is allowed, provided that: (i) the subject matter and contractual conditions are preserved; (ii) the assignee meets the technical, economic, and legal requirements established by ANP and (iii) there is prior express authorization of ANP, in cases of concession agreements, or the Federal Government, in cases of production sharing agreements.

The E&P agreements define, in the section regarding the assignment agreement, the conditions to be met by the assignors, assignees, and any consortium members, as well as the sanctions for the case of assignment without prior authorization of ANP (factual assignment).

The assignment process, considering the administrative proceeding intended for analyzing the request and authorizing the assignment of an E&P agreement; the change of concessionaire/contracted company¹ arising from consolidation, spin-off, and merger; the change of operator; and the replacement or exemption of the performance bond, is under the rules of ANP Resolution No. 785/2019 of May 16, 2019.

In the scope of ANP, pursuant to art. 21 of the Internal Regulations of ANP, the Licensing Rounds Promotion Superintendence (SPL) is responsible for initiating and supporting the administrative proceedings of the requests for assignment related to E&P agreements; coordinating the Committee for Evaluating Partnership Proposals – CAPP and submitting its recommendations to ANP’s Collegiate Board; carrying out technical, legal, and economic-financial qualification; and proving tax and labor compliance of assignees requesting assignment of E&P agreements.

CAPP, a collegiate body composed of seven organizational units of ANP and coordinated by the SPL, pursuant to ANP Ordinance No. 126/2016, is responsible for assessing the requests for assignment of E&P agreements and recommending to ANP’s Collegiate Board granting or denial.

¹Concessionaire is the signatory to the concession agreement and contracted company is the signatory to the production sharing agreement.

3. ASSIGNMENT PROCESS

The only parties that may request the authorization referred to in this manual are:

- a) the assignor, in cases of assignment, consolidation, spin-off, and merger;
- b) the operator, in case of change of operator;
- c) the guaranteed party, in cases of exemption or replacement of a performance bond; and
- d) the creditor, in cases of enforcement of a bond on the rights arising from the E&P agreement.

The process must be initiated through a specific request directed to the Licensing Rounds Promotion Superintendence (SPL), responsible for the discovery phase of the assignment process.

Pursuant to art. 4, ¶2, of ANP Resolution No. 785/2019, the request shall not be accepted whenever the applicant subjects it to any condition (for example, the Dollar or the oil barrel price reaches a certain price, the end of the exploration campaign, the obtaining of environmental permitting, the execution of agreements between private entities and individuals, etc.).

The requests are processed in the Electronic Information System (SEI). Requests involving more than one agreement can be gathered in a single process if the parties are identified (assignor, assignee, and any consortium members).

Requests whose agreements have no parties identified (assignor, assignee, and any consortium members) or with any specificity supporting the separation shall be processed separately due to that specificity or for purposes of secrecy.

The joint submission of requests for several assignment processes does not guarantee their relevant analyses at the same time. If the applicant wants the requests to be analyzed and granted at the same time, it shall make an express request.

The authorization for the assignment does not transfer the entitlement to the agreement, which shall only occur upon the signature of the relevant amendment.

The access to the assignment process is restricted until the final decision of ANP's Collegiate Board, as it involves private negotiation whose disclosure may represent a competitive advantage for other economic agents, pursuant to art. 5, ¶2, of Decree No. 7,724/2012.

3.1 Procedure

The process is initiated at the request of the interested party, through electronic petitioning in the SEI. **The analysis will only be initiated after submission of all documents provided for in this manual.** In case there is no document, the interested

party shall be notified to complement the documents within thirty (30) days, under penalty of dismissal of the proceeding.

After submission of all documents, the analysis of the request is initiated by the technical areas of ANP members of the Committee for Evaluating Partnership Proposals – CAPP regarding (i) the compliance of the documents with the provisions of the applicable laws and regulations; and (ii) performance by the interested companies of the obligations to ANP and the Federal Government.

The organizational units members of CAPP are as follows:

- Licensing Rounds Promotion Superintendence (SPL) – reports the technical, legal, economic, and financial qualification; the evidence of tax and labor compliance of the assignees; and the compliance of the documents submitted.
- Exploration Superintendence (SEP) – reports the exploration activities arising from the agreement subject matter of the request.
- Superintendence of Development and Production (SDP) – reports the development and production activities arising from the agreement subject matter of the request.
- Government Share Superintendence (SPG) – reports the payment of government shares and third-party shares by the companies in the request.
- Technical Data Superintendence (SDT) – reports the compliance of data and information from the performance of the agreement subject matter of the request.
- Operational Safety and Environmental Superintendence (SSM) – reports the aspects related to the operational safety and environmental management system applicable to the installations forming part of the area of the agreement subject matter of the request, in addition to the installations to be decommissioned.
- Antitrust Superintendence (SDC) – reports competitive matters in the request.

The regulatory term for issuance of reports is fifteen (15) days, if there is no change of operator, or thirty (30) days, in case of change of operator, after receipt by the technical areas of the request for analysis.

The term for analysis of qualification is fifteen (15) business days, extendable for the same period, of the date on which all documents were submitted and deemed compliant.

After issuance of all technical reports, a meeting of the Committee for Evaluating Partnership Proposals – CAPP² is called, within no less than two business days, where the request will be analyzed.

² CAPP is an internal collegiate board of ANP which is responsible for assessing and recommending to the Collegiate Board of ANP the approval or rejection of the requests for assignment, change of concessionaire/contracted company arising from consolidation, spin-off, and merger, change of operator, and replacement or exemption of a performance bond.

Then, the process is submitted to legal analysis by the Attorney-General's Office of ANP, through a proposal for action. After issuance of the legal opinion, the request is submitted to a resolution by the Collegiate Board of ANP, whose decision is formalized in a Resolution of the Board, published on the website www.gov.br/anp.

The request shall only be granted if:

- a) the technical, financial, and legal requirements established by ANP are met;
- b) the subject matter and other contractual conditions of the agreement are preserved;
- c) the provisions of article 88 of Law No. 12,529/2011 are complied with, when applicable;
- d) the obligations in the E&P agreement subject matter of the request are performed; and
- e) the assignor and the assignee, or the guaranteed party, in cases of exemption or replacement of a performance bond, are in compliance with all their obligations related to government and third-party shares before all E&P agreements to which they are parties.

ANP may impose conditions for execution of the amendment or determine the meeting of requirements upon execution to ensure compliance with the applicable laws and regulations and the best practices of the oil industry and compliance with contractual or regulatory obligations.

With the granting of the request for assignment of an E&P agreement through a Resolution of the Board,³ the interested companies shall be required to prepare an amendment to the agreement, which shall be signed by all parties within thirty (30) days of notification of the granting, and any conditions included in the Resolution of the Board and/or in the notification shall be satisfied within this term.

Failure to satisfy the conditions within that term shall entail a delay in the execution of the amendment until compliance.

The effectiveness and efficacy of the amendment shall begin on its execution date, except for the cases provided for in ANP Resolution No. 785/2019.

To disclose the amendment, ANP shall publish its summary in the Federal Official Gazette.

In case of a consortium, the consortium agreement (or any amendment) filed with the applicable commercial registry shall be submitted within the term defined in the E&P agreement.

During the process and review of documents, ANP may notify the interested legal entities to resolve non-conformities identified or to submit additional documents and

³ In case of a production sharing agreement, the Collegiate Board of ANP shall issue a recommendation, and the request shall be forwarded for approval of the Ministry of Mines and Energy.

clarification within thirty (30) days, unless another term is not granted, under penalty of dismissal of the process.

In case of an assignment of a concession agreement, after submission of all documents by the concessionaire and as established in this manual, ANP shall have ninety (90) days to report granting or denial of the request.

In case of assignment of a production sharing agreement, upon submission of all documents by the contracted company and as established in this manual, ANP shall have ninety (90) days to forward an opinion on the request to the Ministry of Mines and Energy, which will issue an opinion regarding the request within sixty (60) days.

3.2 Qualification

The following legal entities shall be subject to the qualification, even if they already hold the position of concessionaires/contracted companies in the respective agreement or have already obtained a qualification in a previous assignment process:

- a) the assignees, in case of an assignment;
- b) the new concessionaire/contracted company arising from consolidation, spin-off, and merger;
- c) the new operator, in the cases of change of operator; and
- d) the concessionaire/guaranteed contracted company, in the cases of replacement or exemption of performance bond.

The interested companies shall be qualified as operators or non-operators and classified into the following levels, according to 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-deepwater, deepwater, shallow water, onshore and in areas with marginal accumulations;
- b) operator B – qualified to operate in blocks located in shallow water, onshore, and areas with marginal accumulations;
- c) operator C – qualified to operate in blocks located onshore and 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 in a consortium with another legal-entity operator.

Qualification of the legal entities is carried out by the Licensing Rounds Promotion Superintendence (SPL) based on the rules of the tender protocol more recently approved by the Collegiate Board of ANP prior to filing of the request.

The tender protocols more recently approved by the Collegiate Board of ANP, available at the website <http://rodadas.anp.gov.br>, are:

- a) Open Acreage Tender Protocol, when the assignment is related to concession agreements for onshore or offshore blocks for exploration and production of oil and gas and inactive areas with marginal accumulations;
- b) Tender Protocol of the 6th Production Sharing Bidding Round, when the assignment is related to production sharing agreements.

The agreements arising from bidding rounds whose tender protocol requires qualification due to the specific nature of a block or area are addressed as an exception; provided that such specificity is maintained at the moment of request and the adoption of the special rule is further supported, at ANP's discretion.

The legal entities interested in the process of assignment shall acknowledge the rules of the abovementioned public notices, as the case may be, especially the detailed documents, qualification criteria, reproduced briefly in this manual, and how to submit documents.

The qualification comprises the analysis of documents to evidence the legal, tax, and labor regular standing, economic, financial, and technical capacity.

The assignee is responsible for keeping its tax and labor compliance, for execution of the concession agreement, to be evidenced through analysis of the following documents, to be obtained by ANP during the process through access to the databases of the public bodies in charge of their issuance:

- a) proof of enrollment in the Company Tax ID. (CNPJ);
- b) Joint Clearance Certificate or Liability Certificate with Clearance Effects with Respect to Debits related to Federal Taxes and the Federal Debt Roster, issued by the Attorney General of the National Treasury – PGFN, covering all federal tax credits administered by the Brazilian Federal Revenue Office – RFB and PGFN;
- c) Certificate of Good Standing with the Government Severance Indemnity Fund for Employees (FGTS) (CRF);
- d) Labor Debt Clearance Certificate or debt liability certificate with clearance effects, issued by the Labor Courts.

ANP shall classify the legal entities at the highest level of qualification possible, pursuant to the document review submitted.

In case the interested company obtains a technical qualification level different from the economic and financial qualification level, the lower qualification shall be considered.

The qualification shall be concluded by the SPL within fifteen (15) business days, extendable for an equal period, of the delivery date of all documents, and its result shall be informed to the interested legal entities through an official letter.

3.3 Reuse of documents

The legal entity subject to the qualification interested in using documents already submitted to ANP for purposes of registration, expression of interest, qualification, and E&P agreement execution in bidding rounds or qualification in previous processes of assignment shall send a request pursuant to the model included in the agreement assignment page on ANP's website.

Only documents related to the form of request may be reused, and only before their expiration. The documents whose expiration date is not express shall only be used if they have been submitted to ANP up to one (1) year before the request, except the corporate acts, which may be reused while effective, and the documents for economic and financial qualification.

The reuse of documents does not imply approval of the qualification, and ANP may request clarification and/or additional documents.

4. ACTS IN KIND

4.1 Transfer of entitlement to an E&P agreement

It is the assignment itself, where the entitlement to the E&P agreement, including its rights and obligations, is transferred to another legal entity, **without prejudice to the joint liability between the assignor and the assignee regarding the acts performed before assignment.**

The assignment rules apply to the change of operator, as appropriate.

The assignment may result in the division of the E&P agreement when it encompasses more than one block and when the result of the assignment process entails different compositions or different operators in such blocks, or when the transfer results in the division of areas. In that case, a new agreement to the same terms of the original shall be executed, pursuant to the same rules for execution of the amendment.

The entitlement to the E&P agreement is only consummated upon execution of the amendment to the E&P agreement.

4.2 Change in concessionaire/contracted company arising from consolidation, spin-off, and merger

Although consolidation, spin-off, and merger of a concessionaire/contracted company are not an actual assignment, the assumption of the contract position by another legal entity depends on prior and express authorization of ANP, issued within the context of an assignment process.

When the transfer of assets, including the E&P agreement, occurs upon consummation of the corporate reorganization, the procedure provided for in ANP Resolution No. 785/2019 sets forth the issuance of an act of provisional authorization of ANP so that a factual assignment does not occur.

If the legal entity that will receive the assets is not organized or depends on the transfer to obtain the qualification, there is a preliminary stage in the assignment process in which a request is submitted describing briefly the intended corporate reorganization and how the assignee will meet the eligibility requirements. The request is submitted to legal analysis by the Attorney-General's Office of ANP and to the resolution of the Collegiate Board.

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

When the already organized interested party does not depend on the transfer of the assets of the merged or spun-off company to obtain its qualification, it may initiate the

assignment process with all documents required for assignment, without the need for suspension. However, the transfer of the assets may only occur after authorization of ANP.

4.3 Exemption or replacement of a performance bond

The replacement of the performance bond is mandatory whenever, in an E&P agreement (guaranteed by a performance bond), the corporate change of a concessionaire/contracted company implies breaking off a corporate control relationship between the guarantor and the guaranteed party.

The exemption of a performance bond may be requested when the reasons that determined its submission do not subsist.

ANP Resolution No. 785/2019 does not establish the criteria and parameter for submission of the performance bond, so the tender protocols are entitled to do so, pursuant to art. 18.

According to the latest tender protocols, the performance bond shall be required of the concessionaire/contracted company, exclusively as an operator, when it proves its own experience in E&P activities, being technically qualified for the experience of its corporate group.

Within the context of an assignment process whose object is the assignment of an E&P agreement guaranteed by a performance bond, the withdrawing assignor must indicate its interest in returning the bond in the Request for Authorization for Assignment.

4.4 Bonds on rights arising from the E&P agreements

The regulation of the constitution and execution of bonds on the rights arising from the E&P agreements is included in ANP Resolution No. 785/2019 and aims at preventing the characterization of a factual assignment.

The constitution of a bond on the rights arising from the E&P agreements does not characterize an assignment and does not depend on authorization of ANP, but it must be notified within thirty (30) days, and it is necessary to evidence the communication to any consortium members about the constitution of the encumbrance.

The instrument may not include clauses that characterize a factual assignment, i.e., that transfer the entitlement to the E&P agreement before execution of the amendment, that allow the influence of the creditor about management or operation of the E&P agreement, or that restrict the exercise of the debtor's voting right with respect to management or operation of the E&P agreement.

The constitution of the bond grants the creditor the right to accompany the performance of the E&P agreement so that it can perform acts for credit protection and preservation of the bond, if necessary.

In case of execution of the bond, 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 entitlement to the E&P agreement arising from the execution of the bond characterizes assignment and requires prior and express authorization of ANP obtained through an assignment process. ANP Resolution No. 785/2019 grants a term of one hundred and eighty (180) days of the beginning of the execution for the creditor entity to file the request for assignment accompanied by all documents required. That term is intended to enable the offer of the rights of the E&P agreement to the market and the taking of the necessary actions for presenting an assignee to ANP.

Once the assignment process is initiated, the defaulting concessionaire/contracted party shall be notified to express its opinion, but the course of the process does not need its agreement and shall proceed as usual, with a few specificities.

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

- a) an agreement constituting the bond with a power of attorney clause or accompanied by a power of attorney;
- b) a document in which the agent forthwith and unequivocally attests the existence of default by the defaulting concessionaire/contracted company; and
- c) evidence of the agreement of the other consortium members, if any.

It shall also be evidenced that the creditor implemented the entire procedure for execution provided for in the agreement that constituted the bond. **The default shall not be subject to discussion in the assignment process.**

If the E&P agreement subject matter of the bond is in the exploration phase and the concessionaire/contracted party is the operator, the agreement may be suspended at the request of the creditor, for one hundred and eighty (180) days, the same term granted for submission of the request for assignment, so that the contract performance is not adversely affected. This term shall be extended until execution of the amendment, if the request for assignment is submitted within the suspension term. If the term is expired and the request for assignment is not submitted, the agreement shall be effective again, as usual.

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

Until the execution of the amendment, the defaulting concessionaire/contracted party shall still be responsible for the contractual obligations.

4.5 Change in corporate control

The change in the corporate control of a concessionaire/contracted company or its withdrawal from the corporate group to which it originally belonged must be notified to ANP within thirty (30) days of filing of the corporate act with the competent registration authority, the recording of the transfer of shares into the corporate books or, in case of foreign companies, its implementation under the applicable laws and regulations.

The notice shall be made through electronic petitioning in the SEI, directed to the Licensing Rounds Promotion Superintendence (SPL), pursuant to the instructions in section 8 of Chapter II of this manual.

The notice shall be accompanied by the following documents:

- a) corporate acts or, in case of a joint-stock company, documents reflecting the change in corporate control;
- b) organizational chart detailing the entire control chain of the corporate group, financial statements for the last fiscal year and technical summary, pursuant to the most recent tender protocol approved by ANP's Collegiate Board prior to filing the notice; and
- c) final decision of approval of acquisition of control, rendered by the Administrative Council for Economic Defense, as provided by Law No. 12,529 of November 30, 2011, accompanied by the publication of the decision in the Federal Official Gazette, or of a justification for its non-submission;

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

5. HOW TO SUBMIT DOCUMENTS

The documents must be scanned individually and forwarded to ANP in **.pdf format** through the Electronic Information System (SEI) on the website <https://sei.anp.gov.br/>, pursuant to the instructions in the “SEI’s External User Guide”, available at the website <https://www.gov.br/anp/pt-br/servicos/processo-eletronico-sei/processo-eletronico-sei>.

Documents uploaded in the SEI in a format other than .pdf and documents joined in a single file will be deemed non-compliant, and the interested company must re-upload the documents as indicated above.

Without prejudice to the submission of the digital files through the SEI, the original counterparts of the following documents shall be forwarded to ANP’s Main Office or delivered to the filing service, at the address included in the table below:

- a) instrument of assignment, if physically signed by the parties – to the attention of the Licensing Rounds Promotion Superintendence (SPL);
- b) performance bond – to the attention of the Licensing Rounds Promotion Superintendence (SPL);
- c) decommissioning and abandonment financial guarantee – to the attention of the Superintendence of Development and Production (SDP);
- d) financial guarantee of the Minimum Exploration Program – to the attention of the Exploration Superintendence (SEP).

The documents shall be written in Portuguese, printed in A4 paper, with no amendments, erasures, smudges, stripes, additions, or excerpts deleted by any corrective method, and shall be identified by a title on their first page.

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

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

ANP may request any additional information or document supporting the document review of the legal entities and promote diligences deemed necessary to clarify or complement the discovery phase.

By virtue of art. 9 of Decree No. 9,094/2017, within the scope of the processes of assignment, **notarization, and authentication of copies of documents issued in the Country are hereby dismissed**, except for the exceptions expressed in the decree.

In case of impossibility to digitally submit the documents, the interested company may send them to ANP’s Main Office or deliver it to ANP’s filing service, to the attention of

the Licensing Rounds Promotion Superintendence (SPL), from Monday to Friday, from 9 a.m. to 6 p.m., Brasília time, at the following address:

Agência Nacional do Petróleo, Gás Natural e Biocombustíveis
 Escritório Central
 A/C: Superintendência de Promoção de Licitações - SPL
 Avenida Rio Branco, nº 65, Térreo, Centro
 Rio de Janeiro, RJ
 CEP: 20090-004

In the assignment process, documents signed digitally shall be accepted, in compliance with the regulation of the Brazilian Public Key Infrastructure (ICP-Brasil), provided that ANP may verify the compliance of the signature(s) in the digital document itself. In this regard, the interested companies shall file the same file submitted and signed in the chosen institution, after verifying the conformity of the digital signatures on the website of the National Institute of Information Technology - ITI (<https://verificador.iti.gov.br/>).

Interested parties must choose to adopt a single signature format, that is, all signatories sign digitally or all sign physically.

We recommend paying attention to the guidelines below for the presentation of the amendment and assignment terms, which may also be digitally signed by the interested parties and by the ANP.

If interested parties opt for the presentation of the instrument of assignment signed digitally, they must follow the following procedure:

a) the specific instrument of assignment for digital signatures, whose model file can be found on the website <http://rodadas.anp.gov.br/en/agreements-assignment/procedures>, must be digitally signed by the assignor, assignee, other consortium members and a witness, in .pdf format, by the ICP-Brasil key system (the files are in Portuguese);

b) once signed by all signatories, we recommend that the document be submitted for verification of compliance of the signatures on the website of the National Institute of Information Technology - ITI (<https://verificador.iti.gov.br/>);

c) after verifying the conformity of the signatures, the digital file must be requested in the administrative process of assignment in the SEI;

d) SPL will verify the conformity of the document and will provide the digital signatures of a witness and the Director General of the ANP;

e) after signed by the General Director of the ANP, the SPL will inform the interested parties by letter;

f) the instrument of assignment digitally signed by all parties will be considered original for all purposes.

The digital signature of the Amendment of documents will only occur after approval by the ANP, since the document must contain the information of the Board Resolution through which the request is approved, and a procedure similar to the one described above will be adopted, which will be informed by the SPL in due course.

5.1 Change in the assignment procedure during the COVID-19 pandemic period

During the pandemic period, during which ANP is taking measures for the prevention of the propagation of the new coronavirus, which include giving priority to receiving documents through the SEI, restricting the service hours of the Filing Service, and developing activities remotely, temporary procedures were established for the administrative proceedings.

For the assignment process, this procedure is available at [Change in the assignment procedure during the COVID-19 pandemic period \(anp.gov.br\)](https://anp.gov.br).

If interested parties opt for the presentation of the instrument of assignment signed physically, they must follow the following procedure:

- a) the document shall be printed, dated (only the field “*aprovado em*” (approved on) shall be left blank), and signed by the interested companies, any consortium members, and a witness, in as many counterparts as the number of signatories, including the assignor, assignee, any consortium members, and ANP;
- b) one counterpart shall be scanned and petitioned in the assignment process;
- c) the original counterparts of the instrument of assignment shall be held by the assignee for later submission;
- d) at the end of the process, the SPL shall provide the signature of the Director-General of ANP through an order, pursuant to ANP Resolution No. 836/2020, and notify the interested companies;
- e) after the end of the pandemic period, the SPL shall notify the assignee so it submits the original counterparts of the instrument of assignment;
- f) the SPL shall provide the signature of the Director-General of ANP, approving the instrument of assignment, and forward the respective counterparts to the signatories.

A similar procedure shall be adopted for the signature of the amendment after approval of ANP, which shall be informed by the SPL in the due course.

5.2 Documents issued abroad and documents written in a foreign language

The documents issued abroad, in order to be valid in Brazil, shall be notarized, legalized, and registered with the Registry Office of Deeds and Documents (RTD), as determined in arts. 129, ¶6, and 148 of Law No. 6,015/1973.

Documents written in a foreign language shall be translated into Portuguese by a sworn translator, and the translation, to be mandatorily made in Brazil, shall be registered with the RTD.

If Brazil has entered into a cooperation agreement with other countries or is a party to a treaty that waives legalization of some or all documents provided for herein, the interested legal entity may request it, basing the request on the applicable laws and regulations.

It is important to note that:

- a) notarization applies to original documents and certification, to copies, both made by a registry office.
- b) legalization is:
 - b.1) the annotation in case the document was issued in a country signatory to the Apostille Convention; or
 - b.2) the consularization in case the document was issued in a country non-signatory to the Apostille Convention.
- c) a sworn translation is the translation of a certain document written in a foreign language by a sworn translator. The sworn translation must cover the full text in foreign language, including any registrations by the local notary in the document.

6. DOCUMENTS REQUIRED FOR OPENING THE ASSIGNMENT PROCESS

The concessionaire/contracted party interested in the assignment process shall submit the documents listed below to ANP.

Important: The documents marked with (*) shall be submitted according to the models in Portuguese included in the agreement assignment page, available 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>.

6.1 Documents related to the assignment

a) Request for authorization signed by the applicant, assignee/new operator, and other consortium members, if any.*

b) Instrument of Assignment.^{4*}

Notes:

The Instrument of Assignment may be signed physically or digitally.

On the website mentioned above, there are specific models for physical signatures and for digital signatures. The models are in Portuguese.

If interested parties opt for physical signatures, the specific instrument of assignment for physical signatures must be fully completed, dated and signed, except for the field "approved in" and the field relating to one of the two witnesses, which will be completed by the ANP. In this case, the document will also be physically signed by the Director General of the ANP.

Without prejudice to the digital file submitted through the SEI, the number of counterparts equal to the number of signatories (considering assignors, assignees, consortium members and ANP) shall be submitted to ANP's Main Office or delivered to the filing service.

If interested parties opt for digital signatures, the specific instrument of assignment for digital signatures must be digitally signed by the ICP-Brasil key system and petitioned in the assignment process at SEI. In this case, the document will also be digitally signed by the Director General of the ANP.

We recommend that, before the petition, the document be submitted for verification of compliance of the signatures on the website of the National Institute of Information Technology - ITI (<https://verificador.iti.gov.br/>).

During the Covid-19 pandemic period, the submission of the Instrument of Assignment shall follow the procedure described in Section 5.1 of this manual.

c) Draft Amendment to the E&P Agreement.*

Note:

The Instrument of Assignment may be signed physically or digitally.

On the website mentioned above, there are specific models for physical signatures and for digital signatures. The models are in Portuguese.

⁴ In case of a production sharing agreement, add two more copies, one to the Federal Government and one to PPSA.

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

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

Note:

*The draft Consortium Agreement or the amendment thereto must appoint the leading legal entity responsible for the consortium and the operations, and **the joint liability of the consortium members to ANP and the Federal Government, including regarding facts before the execution of the Consortium Agreement** (or the Amendment to the Consortium Agreement, if any).*

- e) Compliance with the provisions in 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 any other that may replace it, presenting the following document:
- e.1) A final decision approving the acquisition of assets related to the concession or production sharing agreements for exploration, development, and production of oil and gas, issued by the Administrative Council for Economic Defense – CADE, accompanied by the publication of the decision in the Federal Official Gazette;⁵
- or
- e.2) Declaration that articles 88 and following of Law No. 12,529/2011 do not apply;^{6*} or
- e.3) Acknowledgement of Pending Documents.⁷

⁵ In case of a final decision by the General Superintendent's Office of CADE, also submit the expert report causing the decision. In case of a final decision by the Administrative Tribunal for Economic Defense of CADE, also submit the report and the vote approving the decision.

⁶ Document applicable upon the following events:

- (i) if the annual gross sales or the turnover in the country of the assignor(s) and assignee(s) does not fit the events provided for in art. 88 of Law No. 12,529/2011;
- (ii) if the purpose of the assignment process is the change of operator; and
- (iii) if the purpose of the assignment process is the exemption or replacement of a performance bond.

⁷ Applicable whenever the operation falls under the cases provided for in articles 88 and following of Law No. 12,529/2011 and the document described in 6.1.e.1 is not submitted in the beginning of the process.

- f) Declaration of Transmission of Operational-Safety and Environmental Information for Assignment Process(es) – Assignor;^{8*}
- g) Declaration of Transmission of Operational-Safety and Environmental Information for Assignment Process(es) – Assignee;^{9*}
- h) Declaration on the Operational-Safety and Environmental Management System for Assignment Process(es).^{10*}

Note:

Use the specific form of “Declaration on the Operational-Safety and Environmental Management System for Assignment Process(es)” for onshore fields or offshore fields, available at ANP’s website.

- i) Schedule of the Transition Process.¹⁰

Note:

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

- i. Transition plan involving persons, information, and systems, including information related to the absorption of the operation team of the former operator by the new operator, if applicable;*
- ii. Diagnosis of barriers and of the management system (Gap analysis, if applicable);*
- iii. Estimated filing date of the new Operational Safety Documentation (DSO);*
- iv. Operation overlapping period (operation of the former operator monitored by the new operator);*
- v. Assisted operation period (if applicable) – operation of the new operator with the assistance of the former operator, if necessary.*

6.2 Documents of the applicant

- a) Corporate documents of the applicant and the legal entities signing the Request for authorization, the Instrument of Assignment, the Amendment, the Consortium Agreement, and other documents (assignors and any consortium members).¹¹

⁸ Applicable only when the assignment entails change of operator of the agreement. The declaration provided for in sub-item “f” shall be signed by the assignor, and the one provided for in sub-item “g” shall be signed by the assignee.

⁹ Applicable only when the assignment entails change of operator of the agreement. The declaration provided for in sub-item “f” shall be signed by the assignor, and the one provided for in sub-item “g” shall be signed by the assignee.

¹⁰ Document not required in the assignment of agreements in the exploration phase and applicable only when the assignment entails change of operator of the agreement.

- a.1) Acts of incorporation (bylaws or articles of association), as amended, or restatement of the acts of incorporation after any amendments, containing the most current provisions and in full force, all filed with the applicable commercial registry;
- a.2) Documents evidencing the powers and names of the legal representatives, as well as the latest acts related to the election/appointment of such representatives, if applicable;
- a.3) Documents evidencing satisfaction of any conditions to the exercise of the powers of the representatives, as set forth in the acts of incorporation, if applicable (joint signatures of officers, express authorization of the board of directors, among others);

Note:

Documents submitted to satisfy the conditions imposed in the acts of incorporation shall be accompanied by documentation supporting the signatories' powers.

- b) Power of attorney to appoint accredited representatives, if any.^{12*}

Note:

If the interested company aims to change the list of accredited representatives during the assignment process, it shall submit a new power of attorney that will revoke the previously submitted power of attorney.

6.3 Qualification documents for the assignee, new operator, or concessionaire/guaranteed contracted company

6.3.1 Legal qualification and evidence of tax and labor compliance

- a) Corporate documents.
 - a.1) Acts of incorporation (bylaws or articles of association), as amended, or restatement of the acts of incorporation after any amendments, containing the most current provisions and in full force, all filed with the applicable commercial registry;
 - a.2) Documents evidencing the powers and names of the legal representatives, as well as the latest acts related to the election/appointment of such representatives, if applicable;

¹¹ The corporate documents of all legal entities signatories to the documents submitted are necessary to analyze the powers of their representatives.

¹² If the legal entity intends to appoint accredited representatives without representation powers authorized by their corporate documents.

a.3) Documents evidencing satisfaction of any conditions to the exercise of the powers of the representatives, as set forth in the acts of incorporation, if applicable (joint signatures of officers, express authorization of the board of directors, among others);

a.4) Declaration of presentness of the incorporation acts.*

Note:

It is imperative that the corporate purpose described in the agreement or bylaws includes the activities of exploration and production of oil and gas.

Any documents submitted to satisfy the conditions imposed in the acts of incorporation shall be accompanied by a documentation supporting the signatories' powers.

b) Power of attorney to appoint accredited representatives.^{13*}

Note:

If the interested company aims to change the list of accredited representatives, it shall submit a new power of attorney that will revoke the previously submitted power of attorney.

c) An organizational chart detailing **the entire control chain of the corporate group**¹⁴ (including individuals, foreign companies, and companies acting in another field of activity).

Notes:

The title of the organizational chart is "OWNERSHIP STRUCTURE OF THE CORPORATE GROUP".

The document shall be signed by an accredited representative, including the respective percentage of voting shares or quotas of each legal entity in such group, as well as of each individual who controls each of those legal entities.

In case of replacement or exemption of performance bond arising from a change in corporate control, the interested company shall submit two organizational charts, one detailing the current chain of control and one detailing the chain of control after the change.

The legal entity (i) controlled by bearer shares, without explicit identification of control; or (ii) whose own organization, or the organization of a legal entity member of its

¹³ The legal representatives acting in the process of assignment shall also be appointed as accredited representatives through a power of attorney, even though such representatives have powers authorized by the corporate documents of the assignee/new operator/concessionaire, or guaranteed contracted company.

¹⁴ Corporate group are the legal entities:

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

corporate group, prevents or hinders identification of the controlling shareholders shall not be qualified.

d) Confidentiality agreement.*

Note:

The new operator, the guaranteed legal entity, and the assignee that already figures as a concessionaire/contracted company in the agreement assigned or that belongs to the same corporate group of the assignor are exempted from the submission of the Confidentiality agreement.

e) Statement of non-disqualification for executing the E&P agreement.*

f) Declaration on relevant legal or judicial claims.*

6.3.2 Technical qualification

The technical information shall be provided pursuant to one of the following models of technical summaries, alternatively:

- a) The interested party's or its corporate group's technical qualification by experience: technical summary 01*;
- 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 the interested party already operating in Brazil: technical summary 04*.
- e) Performance bond, if any (submit the original copies signed).*

Note:

According to the most recent tender protocols, a performance bond will be required of the concessionaire/contracted company, exclusively as an operator, whenever its own experience in the E&P activities is not evidenced, and it qualifies technically by experience of its corporate group.

The performance bond shall be accompanied by: (i) the corporate documents of the guarantor detailed in section 6.3.1.a, with the signature of the legal representative of the guarantor with powers thereto in the declaration indicated in item 6.3.1.a.4; and (ii) organizational chart showing the relationship between the guarantor and the guaranteed party, pursuant to item 6.3.1.c.

6.3.3 Economic and financial qualification

For purposes of economic and financial qualification, the following documents for the last three fiscal years shall be submitted:

- a) Financial Statements:
 - a.1) Balance Sheet;
 - a.2) Accrued Profit and Loss Statements, which may be included in the Statement of Changes in Shareholders' Equity;
 - a.3) Income Statement;
 - a.4) Statement of Cash Flow;
 - a.5) Notes;
 - a.6) Statement of Value Added, for publicly-held companies.
- b) Independent auditor's report.

Notes:

The independent auditor's report is required for all legal entities subject to qualification, even if Law No. 6,404/1976 does not require it.

As a replacement to the documents listed above, Private Equity Funds (FIPs) shall submit the complete Accounting Statements for the last three (3) fiscal years, together with the independent auditors' report, as required by the applicable laws and regulations.

The Financial Statements shall be submitted as provided by Law No. 6,404/1976, and their replacement with interim trial balance sheets is prohibited, without prejudice to the requirement for submission of the independent auditor's report as established in item "b".

If the legal entity controls a corporate group, it shall submit its Consolidated Financial Statements, pursuant to the provisions issued by the Brazilian Accounting Pronouncements Committee (CPC) as to the correlation to the international accounting standards (IFRS).

ANP may require submission of Quarterly Information (ITR), pursuant to art. 16, VIII, of Instruction No. 202/1993 of the Brazilian Securities and Exchange Commission – CVM, to support the qualification review.

The legal entity created less than three years ago shall submit the Financial Statements and the independent auditor's opinion for the fiscal years already ended.

The legal entity organized in the same fiscal year of the request shall submit Interim Financial Statements, and their replacement with interim trial balance sheets is prohibited, together with the independent auditor's report. In this case, for purposes of evidencing the

Shareholders' Equity, the legal entity shall submit a copy of its last bylaws filed with the commercial registry of its jurisdiction.

The legal entity wishing to evidence an increased shareholders' equity in the same fiscal year of the request shall submit the Interim Financial Statements, and they cannot be replaced by interim balance sheets, accompanied by an independent auditor's report. In case the increase is a result of change in the share capital, the legal entity shall also submit a copy of its most recent bylaws filed with the commercial registry of its jurisdiction.

6.4 Consolidation of the criteria for classification at the qualification levels

Production Sharing Agreements

Qualification	Legal qualification	Technical qualification ¹⁵	Economic and financial qualification (PLM)	Environment
Operator A	evidence of tax and labor compliance	81 points or more ¹⁶	BRL278,000,000.00	qualified to operate blocks located in ultra-deep water, deep water, shallow water, and onshore
Operator B	evidence of tax and labor compliance	30 to 80 points	BRL76,000,000.00	qualified to operate blocks located in shallow water and onshore. it may only be contracted in consortium with another corporate operator
Non-operator	evidence of tax and labor compliance	summary of the main activity	BRL69,500,000.00	it may only be contracted in consortium with another corporate operator

Concession Agreements of Offshore Blocks

Qualification	Legal qualification	Technical qualification ¹⁵	Economic and financial qualification (PLM)	Environment
Operator A	evidence of tax and labor compliance	81 points or more ¹⁶	BRL230,000,000.00	qualified to operate blocks located in ultra-deep water, deep water, shallow water, and onshore
Operator B	evidence of tax and labor compliance	30 to 80 points	BRL100,000,000.00	qualified to operate blocks located in shallow water and onshore,
Non-operator	evidence of tax and labor compliance	summary of the main activity	25% of the Minimum Net Equity (PLM) required for the operator	it may only be contracted in consortium with another corporate operator

¹⁵ In case of submission of technical summary 04 (section 6.3.2.d), the scoring criterion does not apply for purposes of technical qualification.

¹⁶ In order to obtain the qualification at the level of operator A, the legal entity shall mandatorily have experience in exploration and production activities in shallow, deep, and ultra-deep water as operator, regardless of the score reached.

Concession Agreements for Onshore Blocks and Areas with Marginal Accumulations

Qualification	Legal qualification	Technical qualification ¹⁷	Economic and financial qualification (PLM)	Environment
Operator A	evidence of tax and labor compliance	81 points or more ¹⁸	BRL230,000,000.00	qualified to operate blocks located in ultra-deepwater, deepwater, shallow water, onshore and in areas with marginal accumulations
Operator B	evidence of tax and labor compliance	30 to 80 points	BRL100,000,000.00	qualified to operate blocks located in shallow water, onshore, and areas with marginal accumulations
Operator C	evidence of tax and labor compliance	2 to 29 points	BRL8,000,000.00	qualified to operate blocks located onshore ¹⁹ and in areas with marginal accumulations
Operator D	evidence of tax and labor compliance	E&P professional with at least 2 years of experience	BRL1,200,000.00	qualified to operate only in areas with marginal accumulations
Non-operator	evidence of tax and labor compliance	summary of the main activity	25% of the Minimum Net Equity (PLM) required for the operator	it may only be a concessionaire in consortium with another corporate provider

6.5 Cases of waiver of documents

6.5.1 Change of operator

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

- 6.1.b – Instrument of Assignment;
- 6.3.1.d – Confidentiality agreement.

¹⁷ In case of submission of technical summary 04 (section 6.3.2.d), the scoring criterion does not apply for purposes of technical qualification.

¹⁸ In order to obtain the qualification at the level of operator A, the legal entity shall mandatorily have experience in exploration and production activities in shallow, deep, and ultra-deep water as operator, regardless of the score reached.

¹⁹ Except for blocks located in the basins of Amazonas, Solimões, and Acre-Madre de Dios.

6.5.2 Replacement or exemption of performance bond

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

6.1.b – Instrument of Assignment;

6.1.c – Draft Amendment to the E&P Agreement;

6.1.d – Draft Consortium Agreement;

6.1.f – Declaration of Transmission of Operational-Safety and Environmental Information for Assignment Process(es) – Assignor;

6.1.g – Declaration of Transmission of Operational-Safety and Environmental Information for Assignment Process(es) – Assignee;

6.1.h – Declaration on the Operational-Safety and Environmental Management System for Assignment Process(es);

6.1.i – Schedule of the transition process;

6.3.1.d – Confidentiality agreement;

6.3.1.e – Statement of non-disqualification for executing the E&P agreement;

6.3.1.f – Declaration on relevant legal or judicial claims.

7. PAYMENT OF GOVERNMENT SHARES

If the assignment of E&P agreements involves fields whose production belongs to a determined oil chain, the transfer of entitlement to the agreements may entail the appearance of a new mixture, since the original configuration will be changed.

This may occur both for the fields to be assigned and for the ones remaining under the ownership of the original concessionaire/contracted company, resulting in new Petroleum Reference Prices in view of ANP Resolution No. 703 of September 26, 2017.

If updated information on the True Boiling Point (PEV) curve provided for in art. 7 of ANP Resolution No. 703/2017 is not provided, the Reference Price shall be defined by ANP as provided for in Art. 8 of ANP Resolution No. 703/2017.

The classification of the new operator as a Small-Sized Company shall comply with the provisions in ANP Resolution No. 32/2014.

In the cases of assignment of an E&P agreement (partial or full), the obligation of payment for occupancy or withholding of the area shall be generated, and the trigger will be the date of execution of the amendment to the E&P agreement, pursuant to art. 28, ¶11, of Decree No. 2,705 of August 3, 1998.

The E&P agreement assignment event requires that **both the assignor and the assignee are compliant with the third-party and government shares before all E&P agreements to which they are parties** (art. 5, V, of ANP Resolution No. 785/2019), under penalty of frustrating the entire process. The assignor has the prerogative of inquiring about its compliance, as well as any debts, at any time, through an official document. If the assignee is not a consortium member, it may request lifting of debts with a power of attorney granted by the assignor signatory to the E&P agreement.

8. COMPETITION ANALYSIS OF THE ASSIGNMENT TRANSACTION

If the intended assignment involves limited liability companies that fulfill the annual gross sales criteria or the turnover established in Interministerial Ordinance MJ/MF No. 994 of May 30, 2012 (PI No. 994/2012), or any other that may replace it, **the transaction shall be examined and approved by the Administrative Council for Economic Defense – CADE, in a final decision.**

It is worth to clarify **that CADE’s decision is not mandatory for submission of a request for assignment to ANP.** In that case, the request for assignment shall be submitted accompanied by an Acknowledgement of Pending Documents, in which the assignor and the assignee make a commitment to submit the missing documents within 5 days of publication of CADE’s decision in the Federal Official Gazette. The term for ANP to produce a competition analysis of the assignment will only start counting after submission of CADE’s decision.

Also regarding the case of fulfillment of the criteria of PI No. 994/2012, we highlight the importance of attaching the following to the proceeding, **cumulatively**: (i) the publication in the Federal Official Gazette of the summary of the decision approving the transaction; and (ii) the full technical document supporting CADE’s decision (Technical Report, in case of decision of the General Superintendent’s Office; or the report and vote of the reporting counselor/mediator, in case of decision of CADE’s Administrative Tribunal).

Additionally, we draw attention to the fact that the comparison of the amounts described in PI No. 994/2012 shall be made with the turnover or annual gross sales of **the Economic Group** to which the limited liability companies are bound, a not only with the amounts earned by the legal entity of the applicants.

If the requesting limited liability companies do not fulfill the criteria of PI No. 994/2012, they shall submit a “Declaration that articles 88 and following of Law No. 12,529/2011 do not apply”, according to the model available on ANP’s website.

Finally, the requests aiming at the following shall be accompanied by such Declaration of failure to apply: (i) the mere change of operator or guarantor of the agreement, with no additional corporate change; (ii) the exemption or replacement of performance bond; or (iii) other transactions that do not fall under the definition of concentration act, by virtue of a regulation issued by CADE. For the last case, the declaration shall reference CADE’s normative act (Resolution or Precedent based on Case Law) that includes the legal provision.

9. FINANCIAL GUARANTEES OF THE MINIMUM EXPLORATION PROGRAM

If the agreement to be assigned is in an exploration phase and there is still a Minimum Exploration Program to be performed, the assignee shall submit financial

guarantees pursuant to the terms set forth in the tender protocol and in the agreement, except for cases in which the agreement remains fully ensured by effective guarantees submitted by another consortium member.

Additionally, in case of a consortium, a letter shall be submitted signed by the consortium members in compliance with the requirements established in the agreement in the scope of the Compensatory Penalty due to Failure to Perform the Minimum Exploration Program.

Once the notice of approval of the assignment is received, if there are conditions related to financial guarantees, the new guarantees and, when applicable, the letter signed by the consortium members shall be submitted to ANP in a specific proceeding in the SEI, to the attention of the Exploration Superintendence (SEP). **Satisfying such conditions is a requirement for the execution of the amendment to the E&P agreement.**

It is important to highlight that the original counterparts of the financial guarantees shall be forwarded to the ANP's Main Office or delivered to the filing service, to the attention of the Exploration Superintendence (SEP).

Any questions regarding the financial guarantees of the Minimum Exploration Program may be sent by the stakeholders to the Exploration Superintendence (SEP).

10. DEVELOPMENT PLAN (PD)

ANP Resolution No. 785/2019, in its article 4, provides for the possibility to send PDs with the request for assignment, at the discretion of the assignor and of the assignee. The PD shall only become valid upon execution of the assignment amendment, so, if the assignment does not become effective, it also loses its value, and the commitments included therein are not established.

Paragraph 4. In case of assignment of an E&P agreement involving mature fields, a new Development Plan may be presented, under the applicable laws and regulations, jointly by the assignor and assignee, whose approval shall be joint and simultaneous with the request for assignment.

Paragraph 5. In the case provided for in ¶4, the new Development Plan shall become effective at the moment when the efficacy of the assignment begins.

In that case, if the parties involved in the assignment wish to send a PD within the scope of the assignment process, it shall be sent in a proceeding other than the request for assignment, but it must be filed on the same day, and the request letter shall indicate that the PD is being sent together with the request for assignment, pursuant to art. 4 of ANP Resolution No. 785/2019. Accordingly, the letter regarding the request for assignment shall inform that there is a PD in a separate proceeding.

The analysis shall be performed by the Superintendence of Development and Production (SDP), according to procedures established for any PD, until the conclusion about the recommendation to be forwarded to the Collegiate Board regarding the approval of the PD. By standard, the approval of the PD must occur at the same moment (same Meeting of the Board) as the approval of the assignment. In any way, its efficacy shall only occur upon execution of the assignment amendment.

Considering that the request for assignment and the new PD shall be approved jointly and simultaneously, one of the proceedings may be suspended, if necessary, until they are both at the same moment in the procedure so that they are submitted jointly for resolution of ANP's Collegiate Board.

11. OPERATIONAL SAFETY AND ENVIRONMENT

Item 6.1, sub-items “f” and “i”, presents the documents required for the procedure of analysis by the SSM within the scope of the E&P agreement assignment process. Due to the relevance of the matters related to operational safety and environment, associated with lessons learned during the different assignment processes analyzed and with the safety audits performed, the incorporation of operational-safety and environmental guidelines for assignors and assignees to this manual became compelling, addressing several matters that directly impact the new E&P agreement operators, with a reflection upon the E&P agreement assignment process and the transfer of the operation of the assignor to the assignee, therefore, it must be highlighted in this document, as provided for in the following sub-item.

11.1 Operational-safety and environmental guidelines for assignors and assignees

11.1.1 General guidelines

The E&P agreements impose to the operators a series of duties related to operational safety and environment, and the assignee that will assume the operation of the agreements shall be reminded that the following are some of the duties of the operator:

- a) to maintain minimum personnel domiciled in Brazil, fluent in Portuguese, able to manage the daily operations efficiently and effectively, as well as to respond to incidents appropriately and immediately.

The personnel must be designated pursuant to the best practices of the oil industry and be directly proportional to the operational and environmental risks assumed by the concessionaire/contracted operator;

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

The monitoring center must be located onshore and provided with technology and size compatible with the risks assumed by the concessionaire/contracted operator pursuant to the best practices of the oil industry;

- c) to participate in the preparation of and formally approve the emergency response procedures and the studies of risk analysis of the activities developed within the scope of the agreement, pursuant to the best practices of the oil industry;
- d) to establish an organizational structure and resources in Brazil with personnel responsible for the operational safety in order to equalize strengths between the decisions related to the operating activities and the operational safety risk management and ensure that operational risks are deemed as priorities in the consortium’s decision-making process.

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

11.1.2 Development of activities

Upon execution of the amendment, the new operator of the agreement becomes responsible for the compliance of the operational units, installations, wells, systems, equipment, and procedures related to the contracted areas, and it shall fully comply with the resolutions and technical regulations of ANP and conduct its activities in strict compliance with the E&P agreement and with the applicable laws and regulations.

To begin its operations, the assignee must have assessed the changes in operations, procedures, rules, projects, programs, standards, products, installations, organizational structure, and workforce arising from the E&P agreement assignment process, in order to manage the risks derived from such changes at acceptable levels.

The process for managing changes shall be carried out according to the requirements of the respective management practice included in the operational-safety technical regulations. Thus, the assignee shall satisfy the following mandatory conditions for the implementation of the changes: (i) the assessment of the hazards and global impact of the activities; (ii) the update of the procedures and documents affected by the change; (iii) the training and communication of the entire personnel whose work shall be impacted by the changes; and (iv) the authorization to change (beginning of the operation by a new company) issued by the proper management level.

The assessment of the hazards and global impact of the activities shall include:

- a) compliance with the operational safety clauses of the agreement, highlighted in the general guidelines of this manual;
- b) assessment of the capability to respond to each accidental scenario, according to the practice of planning and managing emergencies; and
- c) planning and providing the funds required to implement and operate the operational safety management system and to continue the actions of continuous improvement, maintenance orders, and recommendations of integrity and risk in the progress of the assignor for meeting the requirements of the technical regulations, pursuant to the practice of management of safety culture, commitment, and managerial responsibility.

Regarding the training, the workforce needs to be trained and qualified to follow the critical operational safety procedures.

It is highly recommended that the workforce has practical tutoring until it shows full mastery of its duties in a safe way.

11.1.3 Operational safety management systems

The E&P agreements establish that the concessionaire/contracted company shall have a safety and environmental management system that complies with the best practices of the oil industry and the applicable laws and regulations.

ANP Resolution No. 43/2007, creating the Operational Safety System for the Installations of Drilling and Production of Oil and Gas, establishes as a responsibility of the concessionaire/contracted company, among others, to determine that the operator of the installation has a management system pursuant to the practices of the Operational-Safety Management System created by ANP (SGSO), as established in the Technical Regulations.

ANP Resolution No. 44/2009 establishes the procedure for communication of incidents to ANP for the concessionaires/contracted companies.

ANP Resolution No. 2/2010, creating the Operational Safety System for Onshore Fields for Production of Oil and Gas, establishes as a responsibility of the concessionaire/contracted company, among others, to determine that the operator of the installation has a management system pursuant to the practices of the Management System for Structural Integrity in Onshore Fields for Production of Oil and Gas (SGI) created by ANP, as established in the Technical Regulations.

ANP Resolution No. 6/2011, creating the operational safety management of the onshore ducts for moving oil, its by-products, and natural gas, establishes as a responsibility of the companies that hold the rights of exploration and production of oil and gas, among others, to have a management system compliant with the provisions in the Technical Regulations of Onshore Ducts for Moving Oil, By-products, and Natural Gas (RTDT)

ANP Resolution No. 41/2015, creating the Operational Safety System for Subsea Systems, establishes as a responsibility of the companies that hold the rights of exploration and production of oil and gas, among others, to have a management system compliant with the provisions in the Technical Regulations of the Management System for Operational Safety of Subsea Systems (SGSS).

ANP Resolution No. 46/2016, creating the Operational Safety System for Integrity of Oil and Gas Wells, establishes as a responsibility of the companies that hold the rights of exploration and production of oil and gas, among others, to have a management system compliant with the provisions in the Technical Regulations of the Management System for Integrity of Wells (SGIP), created by ANP.

It is important to note that, by assuming the operations, the new operator of the E&P agreement shall have implemented its operational safety management systems, and it shall be subject to ANP's audits, and it is also responsible for determining that the companies acting as operators of the installations have management systems compliant with the ANP's operational safety technical regulations.

11.1.4 Transfer of operational-safety and environmental information

The documents and information related to the Declaration of Transmission of Operational-Safety and Environmental Information for Assignment Processes (item 6.1, sub-items “f” and “g”) shall be transferred to the assignee whenever there is a change of operator of the E&P agreements, and it shall occur prior to the transfer of the operation under the agreement.

The information to be transferred includes as a mandatory document the verification report about availability of barriers, with the status of **all barriers included in the risk studies of the units** (examples: APR, HAZOP, study of dispersion of gases, study of the propagation of fire and explosion), prepared by the assignor, which shall be transferred in full to the assignee prior to the transfer of the operation under the agreement.

It is highly recommended that the assignor and the assignee promote workshops or technical meetings, prior to the transfer of the operation under the agreement, enabling an interaction between the parties in the aspects related to operational safety and environment, with an emphasis on a detailed presentation by the assignor to the assignee about the risk studies of the units, the status of the barriers, and the contingencies that may be implemented, results of internal audits, presentation of the critical procedures of the units, among others. ANP/SSM shall be invited to participate in the event and shall attend at its convenience. The expected date of the workshop shall be included in the document Schedule of the Transition Process (item 6.1, sub-item “i”).

11.1.5 Assisted operation

It is highly recommended that the assignor and the assignee establish periods of assisted operation before and after completion of the assignment, where one monitors the activities developed by the other, in order to get to know in detail the operational practices for risk control and to reduce the regulatory risk in the response to notices of delivery of information about operational safety during inspection actions by ANP during that period. The expected date of this stage shall be included in the document Schedule of the Transition Process (item 6.1, sub-item “i”).

11.1.6 Operational Safety Documentation (DSO)

The submission of the DSO by the operators of E&P agreements is regulated by ANP resolutions No. 43/2007 (SGSO) and No. 2/2010 (SGI).

The beginning of operations by the assignee is bound to ANP’s permission, which shall be given after an analysis of the DSO.

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

For assignments of E&P agreements, an advance of a minimum of thirty (30) days is accepted in the submission of the DSO for ANP to analyze the documents and allow the beginning of operations.

The endorsement of the MC and the DUM by the assignee is allowed if there is no change of operator of the installation. The submission of a new DSO and the endorsement of documents shall occur upon filing by the assignee in a new administrative proceeding in ANP's Electronic Information System (SEI) for each installation.

For assignments involving onshore production installations covered by the Management System for Structural Integrity (SGI), the DSO, composed of the Description of the Onshore Unit (DUT); the Floor Plan of the Installation; the Process Flowchart; the Plan for Electrical Classification of Areas and List of Critical Operational Safety Elements **shall be submitted before the transfer of the operations**, and for assignments of E&P agreements, an advance of a minimum of thirty (30) days is accepted in the submission of the DSO for ANP to analyze the documents and allow the beginning of operations.

The endorsement of the documents included in the DSO by the assignee is allowed, except for the List of Critical Operational Safety Elements, which shall be necessarily revised. The submission of a new DSO and the endorsement of documents shall occur upon filing by the assignee in a new administrative proceeding in ANP's Electronic Information System (SEI) for each agreement.

To endorse the DSO of the offshore or onshore installations covered by the SGSO or by the SGI, the assignee shall declare: (i) that it has complete knowledge of the documents that are being endorsed and (ii) that it has received all information included in the document Declaration of Transmission of Operational-Safety and Environmental Information (item 6.1, sub-item "g")

12. DECOMMISSIONING OF INSTALLATIONS

The decommissioning of installations in the assignment of agreements is governed by ANP Resolution No. 817/2020, which establishes as a responsibility of the companies that hold the rights of exploration and production of oil and gas the development of the activities related to decommissioning of installations safely, pursuant to all requirements of the resolution and of the Technical Regulations of the Decommissioning of Exploration and Production Installations.

When the assignor has a responsibility related to decommissioning, the following documents shall be submitted with the request for assignment:

- a) Document informing the installations to be decommissioned by the assignor and those that will be approved by the assignee (ANP Resolution No. 817/2020, art. 37);
- b) Updated Installation Decommissioning Program (PDI) (ANP Resolution No. 817/2020, art. 38);
- c) Draft Term Sheet between the assignor and ANP, with the assignee included as an intervening-consenting party (ANP Resolution No. 817/2020, art. 39).

The draft shall be accompanied by a spreadsheet with the following information on the installations that will be decommissioned by the assignor: codes of registration with ANP (SIGEP/DPP); type of the object; identification/name of the object; identification of the block or field; coordinates of the object and corresponding ANP proceeding, in addition to any additional information required by ANP.

12.1 Decommissioning in the exploration phase

When the decommissioning of installations occurs in the exploration phase, the documents referred to in sub-items “a” and “b” of item “12. DECOMMISSIONING OF INSTALLATIONS” shall be submitted to ANP in a specific proceeding in the SEI, to the attention of the Exploration Superintendence (SEP).

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

12.2 Decommissioning in the production phase – Decommissioning guarantees

If the agreement to be assigned is in the production phase, and until the publication of a specific Resolution, ANP shall require the submission of the proposal for the instruments for financial decommissioning guarantees, for constitution or replacement of the guarantee, in the amount related to the share of the agreement being assigned, plus the share of the assignor, if it is still to be a contracted party after the assignment.

The proposed guarantee shall be submitted to ANP, preferably **at the moment of submission of the request for assignment, in a specific proceeding in the SEI to the**

attention of the Superintendence of Development and Production (SDP), which will analyze it simultaneously with the process of approval of the assignment, and the decision about the proposed guarantee may occur after approval of the assignment.

However, the approval of the guarantees shall occur prior to the execution of the amendment to the E&P agreement, as it will be a condition for execution thereof, as established in the Board Resolution approving the assignment.

Exceptionally for fields that have not initiated production, the requirement of the guarantee shall be addressed by the Superintendence of Development and Production (SDP), pursuant to the draft Resolution.

As a reference, on ANP's website, at <http://www.anp.gov.br/arquivos/cap/2020/cap10/cp10-2020-nota-tecnica-171-2020-SDP-anexo-I.pdf>, there is a draft resolution that will regulate the procedures for submission of financial guarantees and instruments that ensure decommissioning of production installations in fields of oil and gas. The types of financial guarantees accepted by ANP can be found attached to the draft. In the analysis of the proposal sent for meeting the requirements in the assignment of E&P agreements, the procedures in the draft are taken into account, including the way to calculate the amount to be guaranteed over time and the models of instruments.

After the publication of a specific Resolution, such procedures shall be updated according to its terms.

Any questions about the form and value of the guarantee shall be clarified by the assignor with the Superintendence of Development and Production (SDP).

13. INVESTMENTS IN RESEARCH, DEVELOPMENT, AND INNOVATION (R+D+i)

The assignee shall procure from the assignor the obtaining of a formal authorization to take full conduct of management, as ostensible access, of the portfolio of all projects contracted by the assignor for the purpose of complying with the contract clause of mandatory investments in R+D+i.

The assignee shall also certify with the assignor that it is aware of the amounts of balances (credit or outstanding) that may exist and that they may have their amounts changed due to future inspections, if they are still pending completion.

The assignee is responsible for verifying the existence or absence of ongoing administrative penalty proceedings, as well as fines in execution, related to non-compliance with the contract clause of R+D+i and with the applicable laws and regulations.

14. WORKSHOP ABOUT THE E&P AGREEMENT ASSIGNMENT PROCESS

ANP held on April 7, 2021, the “Workshop about Assignment of E&P Agreements”, aimed to provide information and guidance to the legal entities acting in exploration and production of oil and gas interested in agreement assignment processes.

During the event, technicians of the Superintendent’s Offices of ANP members of CAPP made presentations. The civil servants gave lectures with instructions about the correct discovery phase and information about the nonconformities most frequently identified in the processes. They also explained the conditions usually imposed by ANP’s decisions in order to prevent delays and speed up the process.

At the end of each presentation, the questions made by the participants were answered by the lecturer.

The presentations and the answers to the questions that were not answered during the event have been 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 see the full recording of the event.](#)

15. FINAL PROVISIONS

The concessionaires/contracted companies shall be compliant with the provisions in the contract clause referred to as “Confidentiality”. In case of disclosure of data and information obtained as a result of the transactions and the E&P agreement to potential assignees, the concessionaire/contracted company shall send to ANP a notice **addressed to the area managing the agreement** within thirty (30) days of the disclosure, accompanied by a copy of the relevant confidentiality agreement.

Upon approval of the assignment, the amendment to the E&P agreement signed shall be submitted within thirty (30) days of the official statement of ANP, which shall publish its summary in the Federal Official Gazette.

A new E&P agreement shall be executed within no more than thirty (30) days of the date of approval of the assignment, upon the following events:

- a) when the agreement includes more than one block and the process of assignment does not result in the same composition of the concessionaires/contracted companies or the same operator in all blocks members of the agreement area; and
- b) when the assignment results in the division of areas.

In case of a new E&P agreement, the requesting party shall separately submit all plans, programs, and reports related to each area.

The transfer of a portion of a field shall not be accepted, except as an alternative to a production individualization agreement not materialized, at ANP’s discretion, pursuant to art. 10 of ANP Resolution No. 785/2019.

Under the E&P agreement, the concessionaire/contracted company shall, at its own account and risk, obtain all licenses, authorizations, and permits required by the Applicable Laws and Regulations.

Therefore, **the assignee is required to act diligently to obtain the necessary licenses, authorizations, and permits, both for the operational continuity of the activities under the agreement and for fully meeting the contractual and regulatory requirements of ANP.**

Thus, the assignee is responsible for obtaining all licenses, authorizations, and permits required for the execution of the Amendment and performance of the subject matter of the E&P agreement (for example, the environmental permit), which may be subject to monitoring and consideration by ANP during the discovery phase, as well as during the assessments and resolutions that occur usually throughout the whole process.

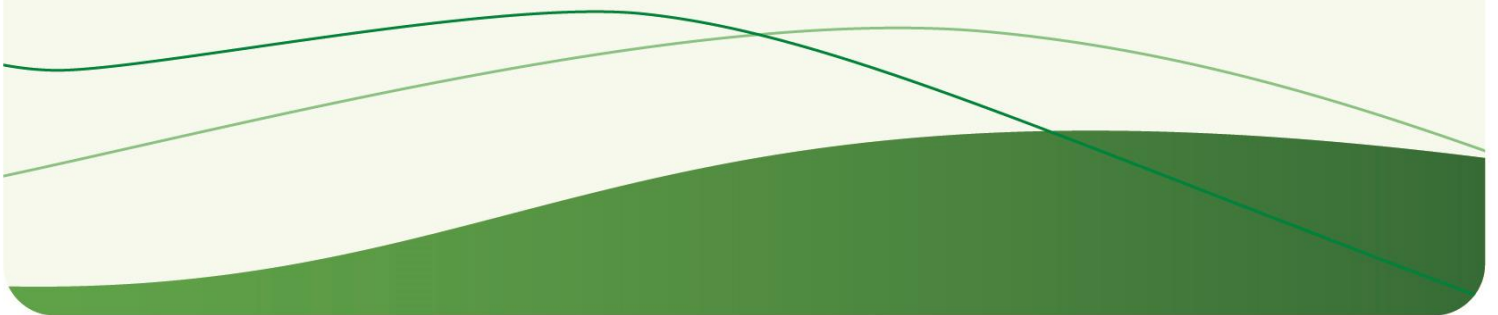
Until the execution of the amendment, the assignor shall remain responsible for the performance of the contractual obligations, and the assignee shall refrain from performing any acts of influence in management or operation of the E&P agreement, in order to prevent the characterization of a factual assignment.

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



CAPÍTULO 2

PETICIONAMENTO DE DOCUMENTOS NO SISTEMA ELETRÔNICO DE INFORMAÇÕES - SEI



1. 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>

