



## UNOFFICIAL TRANSLATION

### PUBLIC CALL NOTICE Nº 04 /2021

#### ADOPT A PARK PROGRAM

*The CHICO MENDES INSTITUTE FOR BIODIVERSITY CONSERVATION - ICMBio, based on Decree nº 10.623, of February 9, 2021, makes public this Public Call for Proposals aiming at the selection of parties interested in signing an Adoption Term whose object is the donation of goods and services for the Protected Areas in the Amazon biome.*

#### 1. PURPOSE OF THE PUBLIC CALL NOTICE

1.1. The purpose of this Public Call is to select proposals for the donation of goods and services to the Protected Areas of the Amazon biome, as per Annex I, through the formalization of the Adoption Term, to achieve a public and reciprocal goal, with the purpose of promoting the conservation, recovery and improvement of federal protected areas in accordance with the conditions established in this Notice.

1.1.1. The selection procedure will be governed by Decree No. 10,623, of February 9, 2021, and by other applicable regulations, in addition to the conditions provided for in this Notice.

1.2. The actions provided for in the work plan may be carried out directly, by the Adopter, or indirectly, by representatives or contractors appointed by the Adopter, in both cases under the supervision of the Chico Mendes Institute.

1.3. The Term of Adoption and the Work Plan will be compatible with the Management Plan of the Protected Areas.

1.3.1. In the absence of a Management Plan, proposals must be compatible with the Decree for the Creation of Protected Areas or other management instruments.

#### 2. PURPOSE OF THE ADOPTION TERM

2.1. The Term of Adoption will have as object the donation of goods and services to the Protected Areas of the Amazon biome, according to Annex I, with the purpose of promoting the conservation, recovery and improvement of Federal Protected Areas in the Adopt a Park Program.

2.2. The objectives of the Adopt a Park Program are:

2.2.1. consolidation and implementation of management plans for Federal Protected Areas;

2.2.2. monitoring of federal protected areas;

2.2.3. environmental recovery of degraded areas;

2.2.4. support for preventing and combat of forest fires;

2.2.5. support for preventing and combating illegal deforestation; and

2.2.6. the promotion of improvements, investments, infrastructure and maintenance in federal protected areas.

### **3. PRESENTATION OF ADOPTION PROPOSALS**

- 3.1. Tenderers must submit a proposal for adoption, with the object of donating goods and services to the Protected Area, indicating by name the Protected Area they intend to adopt.
- 3.2. Adoption proposals must contain the global amount that will be allocated to the Protected Area, according to the minimum parameters established in this Notice.
- 3.3. ICMBio will present a list of suggested goods and services necessary for the adopted Protected Area, including the needs related to the objectives of the Program. The selection is up to the Adopter's discretion and they are allowed to draw up their own list of goods and services to be donated, depending on the overall amount proposed.

### **4. PARTICIPATION IN THE PUBLIC CALL**

- 4.1. Individuals, legal entities or groups of private individuals and legal entities, national or foreign, may participate in this Public Notice, individually or by means of a consortium.
- 4.2. To participate in this Public Notice, the proposer(s) must comply with the following requirements:
  - 4.2.1. Declare, according to the model in Annex II - Declaration of Acknowledgement and Agreement, that they are aware of and agree with the provisions set forth in the Public Notice and its annexes, as well as that they are responsible for the veracity and legitimacy of the information and documents presented during the selection process;
  - 4.2.2. Demonstrate in a documented and complete manner financial and fiscal capacity compatible with the value of the donation and, if necessary, the origin of the funds.
- 4.3. Presentation of the following documents:
  - 4.3.1. Declaration of Acknowledgement and Agreement;
  - 4.3.2. Individual Taxpayer Registry (CPF), in the case of an individual, or National Taxpayer Registry (CNPJ), in the case of a legal entity;
  - 4.3.3. In order to prove the suitability, the following declarations / certificates must be submitted:
    - 4.3.3.1. National Registry of Unlawful and Suspended Companies - CEIS, maintained by the Federal Comptroller General (Controladoria Geral da União);
    - 4.3.3.2. National Registry of Civil Convictions for Acts of Administrative Improbability, maintained by the National Council of Justice (Conselho nacional de Justiça);
    - 4.3.3.3. List of Offenders and the Integrated Registry of Convictions for Administrative Offenses - CADICON, maintained by the Federal Court of Accounts - TCU (Tribunal de Contas da União - TCU) (<https://contas.tcu.gov.br/ords/f?p=INABILITADO:INIDONEOS>)
    - 4.3.3.4. Negative or positive certificate with negative effect of enrollment in the Federal Active Debt – DAU (Dívida Ativa da União – DAU);
  - 4.3.4. In the case of a consortium, proof of creation of the consortium for individuals or companies;
  - 4.3.5. Proposal with the global amount to be donated, indicating the beneficiary Protected Area, considering the minimum amount per hectare present in this notice.

#### **Selection Committee**

- 5.1. The Selection Committee is the collegiate body whose objective is to process and judge the present public call, to be constituted in the form of the Service Order prior to the proposal evaluation stage.
- 5.2. Shall declare prevented the member of the Selection Committee who has participated, in the last 5 (five) years, counted from the publication of this Notice, as an associate, cooperative, director, counselor or employee of any proponent participating in the public call, or whose performance in the process selection process constitutes a conflict of interest.
- 5.3. The declaration of impediment of a member of the Selection Committee does not interrupt the continuity of the selection process. Once the impediment has been configured, the member must be immediately replaced by a member with qualifications equivalent to that of the replaced person, without the need to disclose a new Public Notice Call.
- 5.4. In order to support their work, the Selection Committee may request technical advice from a specialist who is not a member of this collegiate body.
- 5.5. The Selection Committee may, at any time, perform reasonable steps to verify the authenticity of the information and documents presented by the competing entities or to clarify doubts and omissions. In any case, the principles of isonomy, impersonality and transparency must be observed.

## 5. SELECTION PHASE

6.1. The selection phase shall observe the following steps:

STEP	DESCRIPTION	Dates and deadlines
1	Publication of the Public Call Notice	March 2021
2	Submission of proposals by tenderers	At any time from the first business day after the publication of the Public Notice
3	Announcement of receipt of proposal for adoption for a specific Preservation Area (PA) in public session (art. 10, §1 Decree 10.623 / 2021)	Up to 3 (three) working days after receipt of the proposal
4	Deadline for expression of interest by other interested parties in the same PA	Up to 3 (three) working days after receipt of the adoption proposal
5	Evaluation of adoption proposals	3 (three) working days after the end of the expression of interest period
6	In the event that there are proposals with equal values and objects, a lottery will be held in a public session and the final result will be announced.	Up to 3 (three) working days after the evaluation of the proposal
7	Filing of appeals against the result	3 (three) business days from the disclosure of the preliminary result
8	Analysis of appeals by the Selection Committee	3 (three) business days after the deadline for submitting counterarguments to resources
9	Homologation and publication of the final result of the selection phase, with disclosure of appealed decisions (if any)	3 (three) working days after the deadline for analyzing the appeals

### 6.1.1. Step 1: Publication of the Public Call Notice.

6.1.1.1. This Notice will be published on the ICMBio official website (<https://www.icmbio.gov.br/portal/licitacoes/78-menu-servicos-licitacoes-e-editais>).

6.1.1.2. The first public session to receive the adoption proposals must take place at least 10 (ten) business days after the publication of the notice of opening of the public call in the Federal Official Gazette (Diário Oficial da União - DOU).

### 6.1.2. Step 2: Submission of proposals by the tenderers.

6.1.2.1. Proposals may be submitted, at any time, from the publishing in the Federal Official Gazette (DOU) of the notice of the public call opening.

6.1.2.1.1. The public session for receipt the proposals will take place within a period of not less than 10 (ten) working days from the publication of the notice in the Federal Official Gazette (DOU).

6.1.2.2. Proposals will be submitted by electronic mail (email) ([adoteumparque@icmbio.gov.br](mailto:adoteumparque@icmbio.gov.br)).

6.1.2.3. Tenderers should send the proposal attached to the body of the email, preferably in ".pdf" format.

6.1.2.4. Proposals may be sent in a closed envelope with identification of the bidder and means of contact, with the inscription "Proposal - Public Call Notice No. \_\_\_", and delivered by post (SEDEX or registered letter with acknowledgment of receipt) or in person to the Selection Committee, at the following address:

*Instituto Chico Mendes de Conservação da Biodiversidade - ICMBio  
EQSW 103/104, Bloco "C", Complexo Administrativo - Setor Sudoeste CEP: 70.670-350 - Brasília – DF  
Coordenação-Geral de Uso Público e Negócios – CGEUP*

6.1.2.5. ICMBio will hold, within 3 (three) working days, a public session for receiving adoption proposal and will publish the result on ICMBio official website on the internet.

6.1.2.6. Other parties interested in the same Protected Area will have 3 (three) working days, from the publication of the result of the public session of announcement of receipt of adoption proposal, to present their proposals.

6.1.2.7. ICMBio will evaluate the proposals received in accordance with the criteria established in this public notice.

6.1.2.8. If the same tenderer submits more than one proposal for the same UC, only the last proposal sent for analysis will be considered.

### **6.1.3. Stage 3: Competitive stage of evaluation of the proposals by the Selection Committee.**

6.1.3.1. At this stage, the Selection Committee will analyze the proposals presented by the competing tenderers. The analysis and judgment of each proposal will be carried out by the Selection Committee.

6.1.3.2. The Selection Committee will have the deadline established in Table 1 to conclude the judgment of the proposals and disclose the preliminary result of the selection process, which may be extended, in a duly justified manner, for another 3 (three) working days.

6.1.3.3. For the proposals, the following minimum values will be considered:

6.1.3.3.1. For national interested parties, the minimum value of R \$ 50.00 (fifty reais) per hectare.

6.1.3.3.2. For international interested parties, the minimum amount equivalent to € 10.00 (ten euros) per hectare, converted into reais by the BACEN system on the closing date of the proposal.

6.1.3.4. The most advantageous proposal will be the one that offers the BIGGEST VALUE considering the minimum values established, measured from the total area of the UC.

6.1.3.5. The applicant must submit a proposal for each protected area.

6.1.3.6. Proposals that do not consider the minimum values established according to the size of the protected area will be eliminated, according to ANNEX I.

6.1.3.7. Proposals not eliminated will be classified, in descending order.

6.1.3.8. In the event of a tie between two or more proposals, the tiebreaker will be made by lottery held in a public session.

6.1.3.9. Only adoptions that fully observe the public call notice will be accepted. Partial donations or proposals outside the scope of the Public Call Notice will not be accepted.

6.1.3.10. Adoption is allowed:

6.1.3.10.1. of more than one federal protected area by an interested party or group of stakeholders; and

6.1.3.10.2. of Federal Protected Areas by group of people, whether natural or legal, national or foreign, as long the object established in this public call notice is observed.

### **6.1.4. Step 4: Disclosure of the result.**

6.1.4.1. ICMBio will publish the result of the selection process on the official website (<https://www.icmbio.gov.br/portal/licitacoes1/78-menu-servicos-licitacoes-e-editais>), beginning the term for presenting appeals.

### **6.1.5. Step 5: Appeals against the result.**

6.1.5.1. Participants aspiring to appeal against the result must present an administrative appeal, within 3 (three) business days, counting from the publication of the result.

6.1.5.2. Appeals presented after the deadline will not be considered.

6.1.5.3. Appeals must be presented by electronic mail ([adoteumparque@icmbio.gov.br](mailto:adoteumparque@icmbio.gov.br)).

6.1.5.4. Participants are assured to obtain a copy of the elements of the file that are indispensable for the defense of their interests, preferably electronically, bearing only the due costs, if not electronic.

### **6.1.6. Step 6: Homologation and publication of the final result of the selection phase, with disclosure of dismissed appeals decisions (if any).**

6.1.6.1. After judging the appeals or the expiry of the term without filing an appeal, ICMBio will publish the final result on the official website on the internet and in the Federal Official Gazette.

## **6. THE CELEBRATION PHASE**

7.1. The celebration phase will observe the following steps until the signing of the Term of Adoption:

**7.1.1. Phase 1:** Convocation of the selected tenderer, within a period of up to 5 (five) working days, to present the draft proposal of the work plan, aiming at indicating the goods and services necessary for the adopted Protected Areas.

7.1.1.1. ICMBio will present a suggestive and non-binding list of goods and services necessary for the adopted Protected Areas, as part of the above process, including the needs related to the objectives of the Program, leaving it up to the tenderer to adopt it, in whole or in part.

**7.1.2. Phase 2:** Convocation of the selected tenderer to sign the Term of Adoption, accompanied by a Work Plan proposed to the Chico Mendes Institute for Biodiversity Conservation and the donor.

7.1.2.1. For the signing of the Term, ICMBio will call the selected tenderer for signature within a period of up to 15 (fifteen) consecutive days from the call.

## 7. FINAL DISPOSITIONS

8.1. Anyone can challenge this notice, with a minimum advance of 5 (five) working days from the deadline for the opening of proposals, counted from the date of publication of the notice, electronically by email [adoteumparque@icmbio.gov.br](mailto:adoteumparque@icmbio.gov.br).

8.1.1. Requests for clarification, arising from doubts in the interpretation of this notice and its annexes, must be sent at least 5 (five) days before the deadline for sending the proposal, exclusively electronically, by e-mail: [adoteumparque@icmbio.gov.br](mailto:adoteumparque@icmbio.gov.br).

8.1.1.1. Clarifications will be provided by the Selection Committee and published on the official website of ICMBio

8.1.2. Challenges and requests for clarification do not suspend the deadlines provided for in this notice. The answers to the objections and the clarifications provided will be included in the records of the Public Call process and will be available for consultation by any interested party.

8.2. ICMBio will resolve omitted cases and situations not provided for in this Notice, in compliance with the legal provisions and the principles that govern Public Administration.

8.3. At any time, the present Notice may be revoked for public interest or annulled, in whole or in part, by insurmountable defect, without implying the right to indemnity or claim of any nature.

8.4. The applicant is responsible for the fidelity and legitimacy of the information provided and the documents presented at any stage of the Public Call. The falsity of any document presented, or the inaccuracy of the information contained therein may result in the elimination of the proposal submitted, the application of the appropriate administrative sanctions and the communication of the fact to the competent authorities, including for investigating the commission of a possible crime.

8.5. ICMBio will not charge competing entities a fee to participate in this Public Call.

8.6. All costs arising from the preparation of the proposals and any other expenses related to participation in the Public Call will be the sole responsibility of the competing entities, with no remuneration, support or indemnification by the Public Administration.

8.7. The following are annexes to this public notice, being an integral part of it:

8.7.1. Annex I – Protected Areas;

8.7.2. Annex II - Declaration of Awareness and Agreement;

8.7.3. Annex III - Term of Adoption;

8.7.4. Annex IV - Model of Work Plan.

Brasília, .... 2021.

**FERNANDO CESAR LORENCINI**

President

## ANNEX I – PROTECTED AREAS LIST

<b>Protected Area</b>	<b>State</b>	<b>Area (ha)</b>
PARNA Montanhas Tumucumaque	AP	3.865.172
ESEC da Terra do Meio	PA	3.373.168
PARNA do Jaú	AM/RR	2.367.357
PARNA do Pico da Neblina	AM	2.252.419
APA do Tapajós	PA	2.040.325

PARNA do Juruena	AM/MT	1.957.949
FLONA do Amazonas	AM/RR	1.942.389
PARNA Mapinguari	AM/RO	1.776.925
FLONA do Iquiri	AM	1.472.609
FLONA do Jamanxim	PA	1.301.696
RESEX Verde para Sempre	PA	1.289.359
PARNA da Amazônia	AM/PA	1.066.203
FLONA de Balata-Tufari	AM	1.052.955
FLONA de Pau-Rosa	AM	971.805
PARNA dos Campos Amazônicos	RO/MT/AM	961.327
REBIO do Uatumã	AM	938.732
RESEX Chico Mendes	AC	931.543
PARNA do Acari	AM	896.178
FLONA de Tefé	AM	865.127
PARNA do Jamanxim	PA	862.636
RESEX Rio Unini	AM	840.521
PARNA da Serra do Divisor	AC	837.56
ESEC Juami-Japurá	AM	831.532
PARNA Nascentes do Lago Jari	AM	812.753
RESEX Ituxi	AM	776.325
RESEX do Cazumbá-Iracema	AC	754.974
FLONA do Aripuanã	AM	750.976
FLONA do Crepori	PA	740.394
RESEX Riozinho do Anfrísio	PA	736.167
FLONA de Altamira	PA	722.947
PARNA de Pacaás Novos	RO	708.67
FLONA do Amanã	PA/AM	682.562
RESEX Tapajós-Arapuins	PA	677.521
ESEC Alto Maués	AM	665.141
PARNA do Cabo Orange	AP	657.328
REBIO do Guaporé	RO	615.776
RESEX do Médio Purus	AM	604.236
RESEX Baixo Rio Branco-Jauaperi	AM/RR	580.628
FLONA do Jatuarana	AM	569.319
PARNA do Rio Novo	PA	538.154
RESEX do Alto Juruá	AC	537.949
FLONA de Urupadi	AM	537.588
RESEX do Rio Cajari	AP	532.405
FLONA do Tapajós	PA	530.621
FLONA de Humaitá	AM	472.455
FLONA do Amapá	AP	457.448
PARNA da Serra do Pardo	PA	445.413
FLONA de Saracá-Taquera	PA	441.271
REBIO do Rio Trombetas	PA	407.589
RESEX Rio Iriri	PA	398.85
FLONA de Itaituba II	PA	397.754
REBIO do Lago Piratuba	AP	392.475
FLONA Mapiá-Inauini	AM	368.95
PARNA Serra da Mocidade	AM/RR	359.943

REBIO do Manicoré	AM	359.076
PARNA de Anavilhanas	AM	350.243
REBIO do Jaru	RO	346.864
REBIO Nascentes Serra do Cachimbo	PA	342.196
FLONA de Carajás	PA	331.15
RESEX Riozinho da Liberdade	AC/AM	324.535
FLONA de Caxiuanã	PA	317.95
ESEC Niquiá	RR	306.394
RESEX do Lago do Capana Grande	AM	303.761
RESEX Rio Xingu	PA	302.942
ESEC de Jutai-Solimões	AM	289.514
RESEX do Médio Juruá	AM	286.955
PARNA Serra da Cutia	RO	283.503
RESEX do Rio Jutai	AM	275.516
REBIO do Gurupi	MA	271.201
FLONA de Anauá	RR	259.4
FLONA do Trairão	PA	257.526
FLONA do Purus	AM	256.123
FLONA Santa Rosa do Purus	AC	231.557
ESEC do Jari	PA/AP	231.082
RESEX da Baía do Tubarão	MA	223.889
REBIO do Abufari	AM	223.867
FLONA do Jamari	RO	222.157
FLONA de Jacundá	RO	221.22
FLONA de Mulata	PA	216.604
PARNA do Viruá	RR	214.95
FLONA de Itaituba I	PA	213.104
RESEX Renascer	PA	209.638
RESEX do Rio Ouro Preto	RO	204.633
RESEX Terra Grande Pracuúba	PA	194.87
RESEX Arapiranga-Tromaí	MA	186.909
RESEX de Cururupu	MA	186.057
ESEC de Cuniã	RO/AM	185.314
RESEX do Baixo Juruá	AM	178.039
FLONA do Macauã	AC	176.356
FLONA de Roraima	AM/RR	169.57
RESEX do Alto Tarauacá	AC	154.134
APA dos Campos de Manicoré	AM	152.151
RESEX Auatí-Paraná	AM	146.949
RESEX de Gurupá-Melgaço	PA	145.573
FLONA do Itacaiunas	PA	136.681
RESEX Arapixi	AM	133.6
PARNA do Monte Roraima	RR	116.749
FLONA do Tapirape-aquiri	PA	114.015
RESEX Barreiro das Antas	RO	106.198
ESEC de Maracá	RR	103.511
FLONA do Bom Futuro	RO	100.075
REBIO do Tapirapé	PA	98.996
RESEX Mapuá	PA	93.748

RESEX Arióca Pruanã	PA	83.817
ESEC Rio Acre	AC	79.395
PARNA dos Campos Ferruginosos	PA	79.086
RESEX do Lago do Cuniã	RO	75.877
RESEX do Rio do Cautário	RO	75.061
RESEX Marinha de Gurupi-Piriá	PA	72.79
RDS de Itatupã-Baquiá	PA	64.442
RESEX Marinha de Araí-Peroba	PA	62.323
ESEC de Maracá-Jipioca	AP	58.757
RESEX Ipaú-Anilzinho	PA	55.835
RESEX Marinha de Caeté-Taperaçu	PA	42.488
RESEX Mãe Grande de Curuçá	PA	36.678
RESEX Maracanã	PA	30.178
RESEX Marinha de Soure	PA	29.579
RESEX Marinha de Tracuateua	PA	27.865
RESEX Marinha Mestre Lucindo	PA	26.459
FLONA de São Francisco	AC	21.141
RESEX Marinha Mocapajuba	PA	21.018
APA do Igarapé Gelado	PA	20.717
RESEX Itapetininga	MA	16.294
ARIE de Javari-Buriti	AM	13.177
RESEX Marinha Cuinarana	PA	11.017
RESEX do Quilombo Flexal	MA	9.338
RESEX do Extremo Norte do Tocantins	TO	9.071
RESEX do Ciriaco	MA	8.107
RESEX de São João da Ponta	PA	3.408
ARIE Dinâmica Biológica Fragmento Florest.	AM	3.18
RESEX Chocoaré-Mato Grosso	PA	2.783
ARIE Seringal Nova Esperança	AC	2.574



## ANNEX II

### DECLARATION OF ACKNOWLEDGEMENT AND AGREEMENT

I declare that the [identification of the institution, individual or consortium] is aware of and in agreement with the provisions set forth in the Public Call Notice n° 04/2021 and its annexes, as well as that is responsible, under the penalties of the Law, for the veracity and legitimacy of the information and documents presented during the selection process.

(PLACE, DATE), \_\_\_\_\_ de \_\_\_\_\_ de 2021.

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(Name of Individual/Legal Entity)

## ANNEX III

### TERM OF ADOPTION

The **CHICO MENDES INSTITUTE FOR BIODIVERSITY CONSERVATION** - ICMBio, a Federal Agency, created by Law No. 11.516 of August 28, 2007, registered with under CNPJ No. 08.829.974 / 0001-94, linked to the **MINISTRY OF THE ENVIRONMENT**, with Headquarters at EQSW Complexo Administrativo Sudoeste 103/104, nº 1, bloco C, subsolo, Torre 4, Sudoeste, Brasília DF, CEP 70.670-350 and detaining jurisdiction throughout the National Territory, hereinafter referred to as **DONEE**, in this act represented by its President, **FERNANDO CESAR LORENCINI**, Brazilian, resident and domiciled in Brasília / DF, nominated by Ordinance No. 451, of September 21, 2020 of the Minister of State Chief of Staff of the Presidency of the Republic, and published in the Official Gazette on September 22, 2020, Section 02, page 01, and [company xxxxx or consortium xxxxxxxx], hereinafter referred to as **DONOR**, with headquarters in the State / State, located at address xxxx, CEP xxxx, registered with the CNPJ under the number xx.xxx.xxx/xxxx -xx, in this act represented by xxxx, registered under identity card No. xxxxx / UF, bearer of CPF No. xxxxxxxxx.

Agree to celebrate this Term of Adoption, under the terms of Decree nº 10.623, of February 9, 2021

#### FIRST CLAUSE - OBJECT

1.1. The purpose of this Term of Adoption is to donate goods and services to the [Federal Protected Area], through the formalization of this Term of Adoption, to achieve public and reciprocal interest, with the purpose of promoting conservation, recovery and the improvement of Federal Protected Areas, according to the conditions established in the Public Call Notice no. \_\_\_\_\_ / 2021.

#### SECOND CLAUSE - TERM

2.1. This Term of Adoption will have a minimum term of 1 (one) year and may be extended annually up to the maximum limit of 5 (five) years from the date of its celebration, by means of an addendum, at the request of the donor(s) duly substantiated, requested, at least, 30 (thirty) days before its end, provided it is authorized by ICMBio and through the publication of a new call notice in order to provide an opportunity for competition from interested third parties.

2.2. In the event of an extension, the work plan and the established counterparts may be revised.

#### THIRD CLAUSE - DONATION

3.1. The donation amount will be R\$ xxxx, xx (xxxxxxxxxxxx), to be used in the acquisition of goods and provision of services, according to the conditions and quantities specified in Annex I (Work Plan) of this Adoption Term.

3.2. At the end of the term of the adoption term, for any reason, the improvements resulting therein will be integrated into federal public patrimony, without any right of retention or indemnity, and the adopter will remove advertisements and identifying elements referred to in art. 21, of Decree nº 10.623, of 9/2/2021, within thirty days, counted from the closing date of the term.

#### FOURTH CLAUSE - PUBLICATION

4.1. This term will be published in the Federal Official Gazette, by extract, by the 5th business day of the month following the month of signature.

#### FIFTH CLAUSE - OBLIGATIONS AND BENEFITS GRANTED TO THE ADOPTING PARTY

##### 5.1. Obligations:

I - Transfer ownership to the Beneficiary of the assets indicated in the Work Plan.

II - Execute the agreed object, according to the clauses of this Term, with the pertinent legislation and the Work Plan approved.

III - Be responsible for the hiring and payment of the personnel that may be necessary for the execution of the Work Plan.

IV - Be exclusively responsible for the payment of labor, social security, tax and commercial charges related to the execution of the object provided for in this Term. It will not imply joint or subsidiary liability of the Federal Public Administration as to the Adopter's default in relation to said payment, the onus on the object of the Term or the damages resulting from restrictions on its execution.

V - The Adopter must present:

1. Quarterly report with description the donations made; and
2. Execution schedule, with expenses and improvements made in the Federal Protected Area.

**5.2.** The following benefits will be conferred to the Adopter, as a manner of incentive and recognition of the contributions for the protection and the development of the federal protected area:

I - the installation of identifying elements of the Adopter in the Federal Protected Area or in its surroundings, through ICMBio authorization;

II - the insertion of the Adopter's identification in the signs of the Federal Protected Area;

III - the use of the slogans "A partner company" or "A partner" or "A partnership" in the Adopted Federal Protected area, biome or region in which the unit is located, accompanied by the official logo of the Ministry of the Environment and Chico Mendes Institute; and

IV - the use of the Federal Protected Area for temporary institutional activities, pursuant to the provisions of items 5.2.2 and 5.2.3, observing the provisions of Law No. 9,985, of 2000, and in the management plan for that unit.

**5.2.1.** Chico Mendes Institute Act will regulate the dimensions and visual requirements related to the benefits provided for in items I and II of the caput.

**5.2.2.** For the purposes of this Term, temporary institutional activities are those intended to provide services to the population, of a cultural, educational, sports, social or community nature, non-profit and of public interest, which do not involve commercial activities or commercial dissemination. of products, allowing the identification of the adopter to be shown at the event.

**5.2.3.** The performance of temporary institutional activities and events, as per item 5.2., Item IV, will depend on a specific requirement and prior authorization from the Chico Mendes Institute, as provided for in the ICMBio act.

## **CLAUSE SIX - OBLIGATIONS OF CHICO MENDES INSTITUTE**

**6.1.** Provide data, studies and projects, developed and under development, under ICMBio's responsibility, necessary for the realization of the object of this Term.

**6.2.** Make the ICMBio infrastructures available to support operationalization.

**6.3.** Support, guide, supervise and inspect the execution of this Term, analyzing its results and reflexes.

**6.4.** Coordinate and execute the exclusive activities of the State, such as inspection, research authorizations, among others.

**6.5.** Analyze technical reports and quarterly installments concerning the fulfillment of the work plan.

**6.6.** Apply the sanctions provided for in the legislation, proceed with administrative actions, when applicable.

## **SEVENTH CLAUSE - PENALTIES APPLICABLE**

**7.1.** Failure to comply with any of the conditions provided for in this Term of Adoption, grants the Donor the right to apply the following penalties:

- a) warning in case of non-compliance with obligations.
- b) termination of the Adoption Term.

## **EIGHTH CLAUSE – THE TERMINATION OF THE TERM OF ADOPTION**

**8.1.** This Term of Adoption can be:

8.1.1. terminated by elapsed time;

8.1.2. revoked, at any time, justifiably, for reasons of convenience and administrative opportunity;

8.1.3. terminated, by unilateral decision of either party, upon prior written notice, with a minimum of 30 (thirty) days in advance, in the event of:

- I - unjustified non-compliance with the clauses of this Term;
- II - irregularity in the execution of the donated values;
- III - breach of applicable law;
- IV - committing repeated failures in the execution of the Work Plan;
- V - finding false or fraudulent information and documents presented;
- VI - non-compliance with the determinations resulting from the inspection;
- VII - stoppage of the execution of the schedule established in the Work Plan.

**CLAUSE NINE - MONITORING**

**9.1** The execution of the object will be monitored by ICMBio through monitoring and evaluation actions, through the quarterly report sent by the Donor, which will have a preventive and remedial character, aiming at the proper and regular management of this Term.

**TENTH CLAUSE - GENERAL AND FINAL PROVISIONS**

**10.1.** The donated goods and/or services are being offered by the DONOR, without coercion or consent addiction, and the DONOR is free from any burden or charges.

**10.2.** The DONOR declares to be the owner of the assets to be donated and that there are no administrative or judicial demands in relation to them.

**10.3.** This Term does not characterize novation, payment or transaction in relation to any debts of the DONOR.

**10.4.** This Term is signed on an irrevocable and irreversible basis.

**10.5.** The contracting parties undertake not to offer, give or pledge to give to any person, or to accept or pledge to accept from any person, whether on their own behalf or on behalf of others, any donation, payment, compensation, financial or non-financial advantages, or benefits of any kind that constitute an illegal or corruption practice under the laws of any country, whether directly or indirectly related to this instrument, or otherwise not related to this instrument, and must also ensure that its employees and agents act in the same way ("Anti-Corruption Obligations").

**ELEVENTH CLAUSE - JURISDICTION**

**11.1.** To resolve any issues arising from this Term of Adoption, which cannot be resolved by administrative mediation, the parties elect the jurisdiction of the Federal Court, Judicial Section of the Federal District.

Signature of the DONEE'S legal representative	Signature of the DONOR'S legal representative

## ANNEX IV

### WORK PLAN

(Associated with Adoption Term nº \_\_\_\_/2021).

#### 1. Register Data

Proponent Body / Entity		CNPJ	
CHICO MENDES INSTITUTE FOR BIODIVERSITY CONSERVATION		08.829.974/0001-94	
Address			
City	State	Zip code	Telephones
Site		E-mail	
Legal Responsible		Job/Position	
CPF		ID and issuing body (RG/Órgão exp.)	
Address			
City	State	Zip Code	Telephones
E-mail			

#### 2. DONOR

Registered Name			
National Register of Legal Entities - CNPJ		State registry	
Address			
City	UF	Zip code	Telephones
Site		E-mail	

Legal Responsible		Job Position	
CPF		ID and issuing body (RG/Órgão exp.)	
Address			
City	State	Zip code	Telephones
E-mail			

### 3. PROJECT DESCRIPTION

Project Title	
Start (month/year)	End (month/year)
Identification of the object	
Justification of the proposal	
Expected results	

### 4. PHYSICAL DEVELOPMENT SCHEDULE

Activity	Purpose of the Adopt a Park Program	Goals	Actions	Indicators	Deadline
1.1					
1.2					

### 5. LIST OF GOODS AND SERVICES TO BE DONATED

AMOUNT	DESCRIPTION	APPROXIMATE VALUE
<b>TOTAL</b>		

**6. SCHEDULE OF EXECUTION**

Activity	2021		2022		2023		2024		2025	
	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2

Signature of the DONATOR'S legal representative	Signature of the DONOR's legal representative

Brasilia, March 3, 2021.