

AGREEMENT PSO No. 138/2014
DIRECT PROCUREMENT PROCESS Nº. 068/2014

BNDES

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Rubrica

*Aprovado a minuta
por mim rubricada
em 20/05/14.*

ABUP
Ana Beatriz Wakabara
Gerente
GP/DEJUR/GEJUR1

**SPONSORSHIP AGREEMENT
ENTERED INTO BETWEEN BANCO
NACIONAL DE DESENVOLVIMENTO
ECONÔMICO E SOCIAL - BNDES AND
UNIVERSITY OF SUSSEX, AS
STIPULATED BELOW:**

BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E SOCIAL - BNDES, a wholly-owned federal government company, headquartered in Brasília, Distrito Federal, and with services in this city of Rio de Janeiro (RJ), at Avenida República do Chile n.º 100, registered with the General Taxpayer Registry under CNPJ/MOF n.º 33.657.248/0001-89, hereinafter referred to as **BNDES**, hereby represented in accordance with its Bylaws, and **UNIVERSITY OF SUSSEX**, a corporation organized and existing under English law, hereinafter referred to as **CONTRACTOR**, hereby represented in accordance with its statutes, regulations and the letter of delegation dated as 19 February 2014, in accordance with the rules of the Regulation for Technical and Cultural Project Sponsorship, especially those that govern the Direct Choice modality, under the terms of IP GP/DEPOC n.º 76/2014, dated as of 09/05/2014, in accordance with the procedure for the Direct Procurement Process n.º 068/14, published in the Federal Gazette (D.O.U), of 14/05/14, Section 03, page 171, and in compliance with the budget estimate under item n.º 3141.11.05.00-0 – Support for Third Parts Events and Publications – Budget Unit BN20005000 – GP/DEPOC, in witness whereof, mutually agree to the terms and conditions contained in the following Clauses:

ONE – OBJECT

This Agreement sets forth the conditions for the granting of SPONSORSHIP, from **BNDES**, for the performance of/ the organization of / the holding of the event "**Mission-oriented finance for innovation: rethinking public & private risks and rewards**", which will occur from 22nd to 24th of July 2014, in the city of London/England, hereinafter referred to as SPONSORED PROJECT. In consideration of the foregoing, **BNDES** will be entitled to non financial counterparts to be delivered by the **CONTRACTOR** under its exclusive responsibility, which includes the exhibition of the logo of **BNDES** and of the Brazilian Federal Government, before, during and after the performance/organization/holding of the aforementioned event, in the following

advertising materials to be produced by the **CONTRACTOR** for the **SPONSORED PROJECT**:

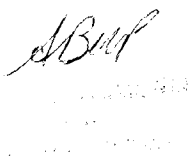
- I. website of the conference, linking to BNDES' website;
- II. email invitation to speakers (logo as attachment);
- III. leaflet to be distributed electronically (mailing list of 2.000 (two thousand) recipients);
- IV. 200 (two hundred) conference programmes;
- V. 200 (two hundred) copies of the white paper to be distributed during the conference;
- VI. 200 (two hundred) branded bags;
- VII. 200 (two hundred) badges;
- VIII. 10 (ten) poster;
- IX. 1 (one) banner;
- X. screen for slide presentations during second and third days.

First Paragraph – In addition to the logo's exhibition mentioned above, the following counterparts will be delivered by the **CONTRACTOR** to the **BNDES**:

- I. insertion of a short text about **BNDES** on a specific page about 'Sponsors' in the conference's website;
- II. mentioning of BNDES' sponsorship in Twitter;
- III. mentioning of BNDES' sponsorship during the welcome address;
- IV. 30 (thirty) invitations to **BNDES** to attend the conference;
- V. inclusion of 200 (two hundred) BNDES' leaflets (to be supplied by **BNDES**) in the conference pack; and
- VI. participation of one BNDES' executive as speaker in the conference.

Second Paragraph – Evidence of execution of the counterparts will be provided as follows:

- I. for items I and II of the caption of this Clause and items I and II of the First Paragraph of this Clause: by sending to the **BNDES** the print-screens;
- II. for item III of the caption of this Clause: by sending to the **BNDES** a print-screen and list of recipients;
- III. for items IV, V, VI, VII and VIII of the caption of this Clause: by sending to the **BNDES** one issue of each piece and copy of the invoice(s) mentioning the quantity produced;
- IV. for items IX and X of the caption of this Clause and items V and VI of the First Paragraph of this Clause: by sending to the **BNDES** photographs showing clearly the exhibition of the logo of BNDES and of the Brazilian Federal Government, the inclusion of the BNDES' leaflets in the conference pack and the



- participation of the BNDES' executive as speaker;
- V. for item III of the First Paragraph of this Clause: by sending a video recording the moment of the mentioning of the BNDES' sponsorship.

Third Paragraph – The execution of the counterpart listed in items IV of the First Paragraph of this Clause shall be verified by BNDES.

Fourth Paragraph – **BNDES** may request, in its sole discretion, copies of invoices of the publicity actions offered in the SPONSORED PROJECT as counterparts.

Fifth Paragraph – **BNDES** reserves the right to accept other forms of evidence of counterparts other than those provided for in the Second Paragraph of this Clause, provided that BNDES gives its previous written consent.

Sixth Paragraph - All intellectual property developed by the **CONTRACTOR** in performance of the SPONSORED PROJECT shall be owned by the **CONTRACTOR**. Where it is able to do so the **CONTRACTOR** shall licence such intellectual property to **BNDES** on an indefinite, worldwide, royalty-free basis.

TWO – TERM

This Agreement shall be valid for twelve (12) months, as of the date it is signed.

THREE – PRICE

In consideration of the sponsorship set forth in Clause One, **BNDES** shall pay to the **CONTRACTOR** the total value of up to £ 88.235,29 (eighty eight thousand, two hundred thirty five pounds and twenty nine pence) as follows:

- I. £ 40.000,00 (forty thousand Pounds Sterlings) as payment, referred to partial accomplishment of the project, upon presentation of the layouts of items I up to IV and VI up to IX of the caption of Clause One;
- II. £ 48.235,29 (forty eight thousand two hundred thirty five Pounds Sterlings and twenty nine pence) as payment, for the full execution of the SPONSORED PROJECT, upon proof of completion of all counterparts as provided for in Clause One and the sending to the BNDES of the final report of the event elaborated by the **CONTRACTOR**.


Sole paragraph – Except for the payment of the sponsorship value as provided above, no further financial liability shall be borne by **BNDES** related to this Agreement or outsourced services related to the SPONSORED PROJECT.

FOUR – PAYMENT CONDITIONS

Payments by **BNDES** under this Agreement will be made by means of credit into a bank account indicated by the **CONTRACTOR** within twenty (20) days from the delivery to **BNDES** of the original copy of the invoice(s), bill(s) or receipt(s) related to the sponsorship under this Agreement, subject to the conditions set forth

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Ana Beatriz Marcondes
Gerente
GP / DEJUR / GEIUR1

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Tais Guida
Attorney

in Clause Three and to the term established in the Sole Paragraph of Clause Five, and subject, further, to the certification from the Manager of the Agreement appointed in Item I of Clause Six herein.

First Paragraph – The **CONTRACTOR** shall deliver to the **BNDES'** protocol department the original invoice(s), bill(s) or receipt(s) related to the sponsorship under this Agreement, which shall obligatorily contain the PSO (Purchase/Service Order) number, Bank name and number, branch name and number, and checking account number of the **CONTRACTOR**, for the credit transfer from **BNDES**. The missing of such information will cause **BNDES** not to make the relevant payment within the period specified in the heading of this Clause.

Second Paragraph – The invoice(s), bill(s) or receipt(s) shall be sent to **BNDES**, with the following identification:

- **BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E SOCIAL - BNDES**
- **PROTOCOLO GERAL DO BNDES – TÉRREO**
- **AV. REPÚBLICA DO CHILE, N.º 100**
- **CEP: 20.031-917 - RIO DE JANEIRO-RJ**

Third Paragraph – In the event **BNDES** does not make payments as provided for in this Clause, the amounts due shall accrue interest for late payment at a rate of half a percent (0.5%) per month, *pro rata tempore*, calculated as of the due date until the date of actual payment.

FIVE – THE CONTRACTOR'S OBLIGATIONS

In addition to other obligations set forth herein or in law, particularly in Law nº. 8,666, of Jun. 21, 1993, the obligations of the **CONTRACTOR** shall include:

- I. requesting **BNDES'** logo in advance for application in/on promotional and publicity materials of the SPONSORED PROJECT solely for the purposes set forth in this Agreement;
- II. submitting evidence of promotional and advertising material of the SPONSORED PROJECT in which **BNDES'** logo has been applied or **BNDES'** name has been cited as per prior approval from **BNDES**, and making amendments where and when requested;
- III. accepting, in all aspects, **BNDES'** monitoring of the planning and supervision of the execution of the SPONSORED PROJECT, including the manufacturing and installation activities of promotional material;
- IV. correcting any shortcomings found in the execution of this Agreement, with no additional burden, complying with all of **BNDES'** reasonable determinations;
- V. reimbursing **BNDES** or third parties in the event of any damage caused as a result of the execution of the SPONSORED PROJECT as provided for in this

- Agreement, immediately upon receiving written notice;
- VI. ensuring that the SPONSORED PROJECT does not infringe any patents or copyrights, taking responsibility for any damage caused, including attorneys' fees, costs and expenses arising out of any legal action or lawsuit brought against **BNDES**, and the **CONTRACTOR** shall be required to intervene in such proceedings in the best form as provided for in the civil procedure law in effect;
 - VII. appointing one (1) representative in charge for the monitoring of this Agreement before **BNDES**, stating name, telephone number, address and email;
 - VIII. refraining, until the final term of this Agreement, from using names, symbols or images that characterize personal promotion of authorities or civil servants;
 - IX. adopting measures and efforts to prevent or correct environmental damage that may be caused by the execution of the SPONSORED PROJECT;
 - X. refraining from using slave and/or child labor;
 - XI. preventing direct or indirect participation of employees or officers of **BNDES** or its subsidiaries (BNDES Participações S.A. - BNDESPAR, Agência Especial de Financiamento Industrial - FINAME and BNDES PLC) in the execution of the object of this Agreement;
 - XII. refraining from using any amounts granted by BNDES under this Agreement to pay for any costs regarding services, materials, equipment or any other expenditure under the SPONSORED PROJECT that have already been paid from any other funding sources arising from any arrangements with public or private entities;
 - XIII. assuring that all the amounts collected to the SPONSORED PROJECT either from public or private entities, including amounts granted by BNDES under this Agreement, will not exceed the budget actually disbursed for the SPONSORED PROJECT. If there is any excess between the amount collected and the amount actually disbursed, then the **CONTRACTOR** shall reimburse BNDES for any such difference proportionally to the amounts granted by BNDES under its AGREEMENT;
 - XIV. if there is no excess as provided in the above Item, the **CONTRACTOR** shall present a certificate signed by the **CONTRACTOR**'s duly qualified legal representative, confirming that the total amount collected for the SPONSORED PROJECT was not higher than the total budget disbursed to comply with all financial obligations regarding the SPONSORED PROJECT.

Sole Paragraph – The obligations of the **CONTRACTOR** contained in Clauses One and Three shall be fulfilled within ten (10) business days prior to the final term of this Agreement, otherwise this Agreement will be subject to immediate termination, pursuant to Article 78, Item I, of Law nº. 8,666, of June 21, 1993. For the purposes herein, business days mean a day where the banks are required to open in Rio de Janeiro, Brazil.

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Ana Beatriz Wakabara
Gerente
20.10.2014 14:21:00

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Tais Guida
Attorney

SIX – THE BNDES' OBLIGATIONS

In addition to other obligations set forth herein or in law, particularly in Law n°. 8,666, of June 21, 1993, the obligations of **BNDES** shall also include:

- I. appointing, as Manager of the Agreement, the Sponsorship Manager of **BNDES'** Communication Policy Department (GP/DEPOC/GPATRO), a position currently held by Gabriel Canedo Queiroz da Silva, who will be responsible for negotiating the sponsorship, payment of expenses, and the issuance of the certificate of compliance with the obligations set forth in this Agreement, as provided for in Article 67 of Law n°. 8,666, of June 21, 1993;
- II. changing, if it considers appropriate, the manager assigned to this Agreement, appointed in the previous Item, upon formal notification;
- III. providing **BNDES'** logo to the **CONTRACTOR** for inclusion in promotional and publicity material as provided for in Clause One;
- IV. monitoring and approving the layout of the pieces containing **BNDES'** logo in the counterparts as provided for in Clause One;
- V. notifying the **CONTRACTOR**, in writing, of any penalties to be applied under the terms of this Agreement; and
- VI. supervising the execution of the object of this Agreement.

SEVEN – TAX ONUS

Payment of all taxes that fall at the moment or in the future, direct or indirectly, upon the Agreement herein or its object in the **CONTRACTOR'S** country of origin is an obligation of the **CONTRACTOR**, and **BNDES** may, at any time, request from the **CONTRACTOR** supporting evidence of such compliance.

Sole Paragraph – Regarding all the other taxes that impinge at the moment or in the future, direct or indirectly on the Agreement or its object in Brazil, payments shall be performed by **BNDES**.

EIGHT – ASSIGNMENT AND TRANSFER OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, whom may not assign or otherwise transfer any of its rights or obligations hereunder.

Sole Paragraph – It is forbidden the transfer of any credit arising out of this Agreement or any negotiable instrument based on it, which shall necessarily have a "Nonnegotiable" clause, not allowing its circulation, and exempting **BNDES** from any and all payment or liability to third parties related to any securities, discounts, collateral bonds or other type of instrument or guarantee, including the rights arising out of this Agreement, and, under no circumstance will **BNDES** accept such documents, which will be immediately returned to the legal entity or individual that has presented it.

NINE – LABOR RESPONSIBILITY

The **CONTRACTOR** is considered, for all legal intents and purposes, the sole and exclusive employer of its employees. Consequently, the liability deriving from the labor relationship and social security related to the SPONSORED PROJECT lies solely and exclusively in the **CONTRACTOR**.

Sole Paragraph – The **CONTRACTOR** undertakes to reimburse **BNDES** of all expenses that the latter incurs from:

- I. Judicial recognition of compensation of **CONTRACTOR**'s employees, by **BNDES** and its subsidiaries, as a result of Precedent nº. 331, Item IV, of the Superior Labor Court;
- II. Judicial or administrative recognition of joint and several liability or secondary responsibility of **BNDES** and its subsidiaries for the compliance with labor and/or social security obligations of the **CONTRACTOR**;
- III. Compensation, including to third parties, as a result of any damage, material or institutional, caused by the **CONTRACTOR** or its agents in the execution of the SPONSORED PROJECT, object of this Agreement.

TEN – PENALTIES

In the event of noncompliance with the requirements expressly formulated by **BNDES** in this Agreement or breach of any other contractual and/or legal obligations, the **CONTRACTOR** shall be subject to the following penalties:

- a) warning;
- b) penalty of up to ten percent (10%) of the total value of this Agreement, calculated according to the seriousness of the noncompliance;
- c) temporary suspension from participation in procurement processes and prohibition to entering into a contract with **BNDES**, for a term not exceeding two (2) years, to be determined based on the nature and seriousness of the noncompliance.

First Paragraph – The penalties listed above shall only be applied after administrative procedure, ensuring the right to legal defense, within five (5) business days.

Second Paragraph – The **CONTRACTOR** shall have the right to challenge the decisions that result in penalties, in the form and within the term provided for in Law nº. 8,666, of June 21, 1993.

Third Paragraph – Imposition of the penalties provided for in subitems "a" and "c" of this Clause does not prevent **BNDES** from terminating this Agreement, as provided for in Items I to XII and XVIII, of Article 78, of Law nº. 8,666, of June 21, 1993.

Fourth Paragraph – The penalties provided for in subitems "b" and "c" may be applied cumulatively.

Fifth Paragraph – The penalties imposed on the **CONTRACTOR** and the damage caused to **BNDES** shall be deducted from any credit due to the former, provided that any difference possibly not covered by said credits may be claimed by **BNDES** in court.

ELEVEN – TERMINATION

This Agreement may be terminated:

- I. unilaterally by **BNDES** in the cases provided for in Items I to XII and XVIII of Article 78 of Law nº. 8,666, of June 21, 1993, in writing and with the statement of reasons, ensuring the right to legal defense, within five (5) business days. Such termination will not prevent the application of penalties provided for in the preceding Clause;
- II. by agreement between the parties, provided it is convenient for **BNDES**, duly authorized by the competent authority in writing, thirty (30) days in advance;
- III. by judicial process, under the terms of the law; and
- IV. in the case of Item XVII of Article 78 of Law nº. 8,666, of June 21, 1993.

First Paragraph – Should this Agreement be terminated based on any of the events provided for in Items I to XI and XVIII of Article 78 of Law nº. 8,666, of June 21, 1993, the **CONTRACTOR**, in addition to reimbursing **BNDES** the amounts it may have received under this Agreement, it shall also pay a penalty of up to ten percent (10%) of the total outstanding value of this Agreement, duly updated, as set forth in subitem "b" of the previous Clause, and shall compensate **BNDES** for any loss or damage caused by the **CONTRACTOR'S** nonperformance, and its debt shall be considered liquid, applying, where applicable, the provisions of Article 80, Items I to IV, of Law nº. 8,666, of June 21, 1993.

Second Paragraph – In the event of termination on the grounds set forth in Item XII of Article 78 of Law nº. 8,666, of June 21, 1993, the **CONTRACTOR** shall be compensated for any reasonable and duly documented loss, and it shall also have the right, if applicable, to payments due for the execution of this Agreement until the date of the termination.

Third Paragraph – In the event this Agreement is terminated due to Item XVII of Article 78 of Law nº. 8,666, of June 21, 1993, the parties hereto will not be liable for any burden.

TWELVE – SERVICE OF PROCEEDINGS AND GIVING NOTICES

Any service of judicial or administrative proceedings related to this Agreement shall be in writing (and delivered by registered mail, courier or fax), and will be deemed delivered:

- (a) if by registered mail or courier, at the time of delivery; and
- (b) if by fax, when received in legible form by the intended recipient.

First Paragraph – However, if the date of the delivery or the transmission, as applicable, is not a Business Day at the place of receipt, or that communication is delivered or transmitted, as applicable, after the close of business on a Business Day in the place of receipt, that communication shall be deemed given and effective on the first following day that is a Business Day in the place of receipt.

Second Paragraph – The address and fax number for each party hereto are as set out below (or shall be any other address or fax number notified by one party to the other in writing on five (5) Business Days notice).

(a) For the **BNDES**:
Departamento de Políticas de Comunicação - GP/DEPOC
Address: Avenida República do Chile, nº 100, 19º andar
Rio de Janeiro, RJ, Brazil 20031-917
Fax: +55 21 2172-6276
Attention: Gabriel Canedo Queiroz da Silva
Email addresses: gcanedo@bndes.gov.br and patrociniobndes@bndes.gov.br

(b) For the **CONTRACTOR**:
University of Sussex:
Address: Sussex House, Falmer, Brighton - BN1 9RH - United Kingdom
Fax: +44 1273 678192
Attention: Ms Rossana Loretta Dowsett - Head of Research Development
Email addresses: r.l.dowsett@sussex.ac.uk

THIRTEEN – MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No provision of this Agreement may be amended, supplemented, modified or waived, except by a written instrument signed by the parties hereto.

Sole Paragraph – No failure or delay on the parties in requiring strict compliance with contractual obligations or in exercising any power or right hereunder shall operate as a waiver or novation thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder.

FOURTEEN – VENUE AND GOVERNING LAW

This Agreement will be governed and construed by the laws of the Federative Republic of Brazil, for enforcement of all obligations and conditions established herein. Any legal suit or proceeding in any way related to this Agreement may be filed in the competent courts of the city of Rio de Janeiro, Brazil. The **CONTRACTOR** hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such courts.

The pages of this Agreement are initialed by Taís Guida Fonseca Guedes, **BNDES'** attorney, under authorization of the legal representative who signs it.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement on the date hereof, issued with the text in Portuguese and a text in English, each with 2 (two) copies, each copy considered as the original instrument, and both texts, jointly, constituting one and the same instrument. In the event of different interpretations, the text in Portuguese shall prevail for interpretation purposes of the Agreement.

Rio de Janeiro,

2014.

BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E SOCIAL – BNDES

UNIVERSITY OF SUSSEX

Witnesses:

Name
CPF (Ind. Taxpayer's N°.)

Name
CPF (Ind. Taxpayer's N°.)

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ABM
Ana Carolina Walegonda
Gerente
GP / DEJUR / GENJUR1

AGREEMENT PSO N°. 138/2014

Taís Guida
Attorney