

## CONTRACT FOR THE PROVISION OF SPECIALIZED TECHNICAL SERVICES

By means of this private instrument and in the best legal form, the Parties identified below resolve to enter into a contract for the provision of specialized services, which they make between themselves under the clauses and conditions that they mutually grant and accept, as follows.

**CONTRACTING PARTY: NATIONAL EDUCATION AND RESEARCH NETWORK – RNP**, a civil association qualified as a Social Organization by Decree No. 4,077 of January 9, 2002, registered with the CNPJ (National Registry of Legal Entities)/MF (Ministry of Finance) under No. 03.508.097/0001-36, Municipal Registration No. 02.838.109, with headquarters at Rua Lauro Müller, No. 116, 11th floor, rooms 1101 to 1104, Botafogo, Rio de Janeiro/RJ – ZIP Code 22290-906, herein represented in the manner provided for in its bylaws, hereinafter referred to simply as **RNP**.

**CONTRACTED PARTY: xxxx OF INFORMATION LTDA**, registered with the CNPJ (National Registry of Legal Entities)/MF (Ministry of Finance) under number xxx, with headquarters at xxxxx, ZIP Code No. xxx, herein represented by its Managing Partner, xxxxxx, nationality, Identity Card No. xxx, CPF (Brazilian Individual Taxpayer Registry)/MF (Ministry of Finance) under No. xxxx, hereinafter referred to simply as **CONTRACTED PARTY**, collectively referred to as the Parties.

### CLAUSE ONE – SUBJECT MATTER

1.1 – The object of this Contract is the procurement of a technological solution for conducting digital examinations, within the scope of the INEP initiative, carried out in cooperation with RNP, including perpetual licensing for unrestricted institutional use for an indefinite period, implementation, configuration, knowledge transfer, maintenance, technical support, assisted operation, supervision/proctoring functionalities, import, export, auditing and other activities necessary for the full operation of the solution, according to the requirements defined in this Contract, in the Terms of Reference – **ADC/15883/2026** and other Annexes.

1.2 – The provision of services will be exclusively for the benefit of RNP, within the context of the project described in the Terms of Reference, which involves the provision of a digital solution for the application of exams under the responsibility of INEP. This Contract does not establish any link, obligation, joint or subsidiary liability, or direct or indirect legal relationship between the **CONTRACTED PARTY** and INEP or any third parties.

1.3 – The Terms of Reference – ADC/15883/2026, which has full binding force, is an integral part of this Contract as Annex I, obligating the **CONTRACTED PARTY** to fully meet the technical, operational, functional, performance, safety, availability, continuity, deadlines and service level requirements established therein, including for the purposes of inspection, compliance verification and acceptance by RNP.

1.4 – In case of discrepancy between this Contract and the Terms of Reference, the interpretation that ensures greater adherence to the contracted object, the matrix of responsibilities, the protection of RNP and INEP, and the full compliance with the

technical, functional, operational, security, continuity, licensing and data protection requirements foreseen in the set of instruments shall prevail.

1.5 – The services will be provided on a non-exclusive basis, and it is the CONTRACTED PARTY's responsibility to ensure that the digital solution and associated services fully meet the technical and operational conditions stipulated in this Contract and its Annexes, without this constituting any form of legal relationship, subordination, joint liability, co-responsibility or direct or indirect link between the CONTRACTED PARTY and third parties, including, without limitation, bodies or entities responsible for the examinations for which the solution is intended.

## **CLAUSE TWO – DOCUMENTS APPLICABLE.**

2.1 – The following constitute integral parts of this Contract, as if fully transcribed herein, and whose content the Parties declare to know and accept:

- a) ADC/15085/2025 – Terms of Reference;
- b) Purchase Order – ADC/15883/2026;
- c) Commercial Proposal No. \_\_\_, dated \_\_\_ of \_\_\_ 2026, submitted by the CONTRACTED PARTY in response to the Terms of Reference – ADC/15883/2026.

2.2 – The documents referred to in item 2.1 are supplementary to this Contract and must be interpreted in harmony with its provisions.

2.3 – The Commercial Proposal mentioned in point “c” may not exclude, limit, alter or restrict technical, operational or performance obligations stipulated in this Contract or in the Terms of Reference, with these instruments always prevailing.

2.4 – Other annexes may be incorporated with the consent of the Parties, by means of an Addendum.

## **CLAUSE THREE – SPECIFICATION OF SERVICES.**

3.1 – Without prejudice to the technical details contained in the Terms of Reference, which form an integral part of this Contract for all purposes, the execution of the object comprises the provision of a technological solution for digital examinations, including, at a minimum, a perpetual license for unrestricted institutional use, implementation, configuration, knowledge transfer, maintenance, technical support, assisted operation, supervision/proctoring functionalities, interoperability, import, export, auditing, security, continuity and other resources necessary for the full operation of the solution.

3.2 – The **CONTRACTED PARTY** undertakes to fully comply with the functional, technical, operational, performance, availability, security, privacy, continuity, audit, accessibility, interoperability and service level requirements defined in the Terms of

Reference and its annexes, and any limitation, substitution, degradation or conditioning of functionalities not expressly accepted by **RNP** is prohibited.

3.3 – The licensing of the solution must observe the perpetual license regime, unrestricted institutional use and for an indefinite period, ensuring **RNP** and **INEP** the right to full use of the platform, under the terms of the Terms of Reference, without limitation as to users, items, item banks, exams, simulations, simultaneous applications, annual application cycles and logical storage associated with the solution.

3.4 – The solution must be implemented in one of the following models, as specified in the Terms of Reference:

(i) Model A – in own infrastructure (on-premise) made available by INEP, under its governance; or

(ii) Model B – in public cloud infrastructure (AWS, Azure or GCP – Brazil region), provisioned by RNP.

3.4.1. In both cases, the **CONTRACTED PARTY** must ensure the operational continuity of the solution, full access to the data, its portability, and the absence of technical dependencies that would prevent its operation by **RNP** or **INEP**.

3.5 – The knowledge transfer must be sufficient to allow the autonomous operation of the solution by **RNP** and **INEP**, prohibiting continuous dependence on the **CONTRACTED PARTY** for ordinary operational activities.

3.6 – Maintenance, technical support, and assisted operation services will apply to the application layer of the licensed solution and may not condition, restrict, or suspend the right to use the acquired perpetual license, subject to the cycles, SLAs, and conditions defined in the Terms of Reference.

3.7 – Any activity, adjustment, integration, correction, update, parameterization, test, or measure necessary for the full operation, security, continuity, performance, or compliance of the solution will be considered included in the contractual scope, provided it is indispensable to meeting the requirements established in this Contract and the Terms of Reference.

3.8 – The services will be considered executed only when they achieve the results foreseen in this Contract and in the Terms of Reference, with the **CONTRACTED PARTY** being obliged to redo, correct or supplement them, without any additional cost to **RNP**, whenever they do not fully comply with the technical conditions required for approval.

3.9 – Partial results will only be considered complete after:

a) Formal communication from the **CONTRACTED PARTY** informing of the completion of the corresponding stage, accompanied by the technical documentation and applicable evidence; and

b) issuance, by RNP, of the partial acceptance document relating to the services performed in this stage.

3.10 – **RNP** may request the **CONTRACTED PARTY** to perform other activities technically related to the object of this Contract, provided that they are previously agreed upon between the Parties regarding scope, values, deadlines and other applicable

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conditions, through formalization by means of an Addendum.

3.11 – The monitoring of the project's execution will be carried out by **RNP** through activity reports, acceptance documents, dashboards, operational records, technical evidence, and other instruments stipulated in the Terms of Reference.

3.12 – The technical and operational acceptance of the services covered by this Contract is conditional upon the **CONTRACTED PARTY's** full compliance with the functional and non-functional requirements, technical specifications, performance standards, security requirements, availability, continuity, auditing, quality, data integrity, documentation, metrics and other parameters established in the Terms of Reference, as well as the approval by RNP of the results of the verifications and tests foreseen, including, but not limited to:

- I – Technical and functional validation tests of the solution;
- II – Performance, load and stress tests under conditions equivalent to real-world use;
- III – security tests, including audits, audit trails, mandatory records and mechanisms for detecting irregularities;
- IV – operational simulations and compliance checks;
- V – Validation of supervisory flows (proctoring), automations, monitoring, integrations, and anti-fraud mechanisms;
- VI – analysis of the technical documentation, reports, indicators, logs and evidence of compliance presented;
- VII – demonstration of processing capacity, scalability, stability, and compliance with the volumes and parameters defined in the Terms of Reference.

3.13 – The **CONTRACTED PARTY** shall remedy, correct, supplement or redo, at no additional cost to **RNP**, any and all services, deliverables, modules, functionalities or processes that do not fully meet the technical or operational requirements set forth in this Contract or in the Terms of Reference.

3.14 – The absence of an express statement from **RNP** will not imply tacit acceptance, nor will it relieve the **CONTRACTED PARTY** of the obligation to correct, supplement, redo or replace, without additional cost, any deliverable, functionality, component, service or documentation that does not fully meet the contracted requirements.

3.15 – No delivery will be considered complete, in whole or in part, without the issuance of the corresponding acceptance document by **RNP**, even if the solution is in provisional operation, ~~assisted operation~~, or a test environment.

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## **CLAUSE FOUR – REGARDING THE EXPENSES RELATED TO THE EXECUTION OF THE SERVICES**

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4.1 – Except for the amounts expressly stipulated in this Contract as payable by **RNP**, all costs, expenses, charges, and inputs necessary for the full execution of the contractual object and compliance with the Terms of Reference shall be the sole responsibility of the **CONTRACTED PARTY**. This responsibility includes, without limitation, costs of technological infrastructure, systems, platforms, modules, functionalities, proctoring, communications, storage, security, support, maintenance, assisted operation, taxes, administrative expenses, and other operational costs necessary for the full execution of the solution. No additional amount shall be due by **RNP**, unless previously and expressly authorized in writing and formalized under the terms of this Contract.

4.2 – Considering that the execution of the services foreseen in the Terms of Reference is predominantly carried out remotely, there will be no travel, movement or in-person activities, except in exceptional and duly justified situations, which will depend on formal and prior authorization from **RNP**.

4.3 – No expenses of any kind will be reimbursed or covered by **RNP** without formal, express and specific authorization, and tacit or retroactive authorizations are prohibited.

## **CLAUSE FIVE – TERM OF VALIDITY AND AMENDMENTS**

5.1 – This Contract shall be valid for 12 (twelve) months, counted from the date of its signature, and may be extended by agreement between the PARTIES, through an Addendum.

5.2 – The extension may include adjustments and additional conditions, provided that they do not alter or distort the contractual object and its premises.

5.3 – The termination of the contractual term or the non-renewal of maintenance, technical support, and assisted operation services will not affect the right to use the licensed solution, which will remain guaranteed to **RNP** and **INEP** in perpetuity, institutionally, without restriction, and for an indefinite period, under the terms of this Contract and the Terms of Reference.

5.4 – The extension of services may include updates to deadlines, operational conditions, and other adjustments necessary for the continuity of execution, provided that they do not alter the object, the perpetual licensing regime, the matrix of responsibilities, or the essential conditions established in this Contract and the Terms of Reference.

5.5. The termination of the term does not exempt the Parties from fulfilling the obligations assumed during its execution, nor from obligations that, by their nature, must subsist, including confidentiality, data protection, intellectual property, auditing, preservation of records and evidence, liability for damages, portability, transition, and minimum continuity of the solution.

## CLAUSE SIX – PRICE AND PAYMENT TERMS

6.1 – For the complete, regular and adequate execution of the digital solution and services for Education, Research, and Innovation Network, RNP will pay the CONTRACTED PARTY the total amount of R\$ \_\_\_\_\_ (amount in

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words), according to Commercial Proposal No. \_\_\_\_, dated \_\_\_\_ of \_\_\_\_\_ 2026, presented by the CONTRACTED PARTY and accepted by RNP.

6.1.1 – The Commercial Proposal accepted by RNP forms part of this Contract and includes the amounts related to the perpetual licensing of the solution, implementation and knowledge transfer, and maintenance, technical support and assisted operation services, in accordance with the economic model defined in the Terms of Reference.

6.1.2 – The licensing fee is non-recurring and corresponds to the granting of a perpetual license for unrestricted institutional use for an indefinite period, under the terms of this Contract and the Terms of Reference.

6.1.3 – Maintenance, technical support, and assisted operation services are recurring on an annual basis and do not condition, restrict, or suspend the right to use the acquired perpetual license.

6.1.4 – The contracted values fully cover all activities, services, deliverables, licenses, modules, functionalities, implementation, configuration, knowledge transfer, support, maintenance, assisted operation, audits, storage, proctoring, security, monitoring, taxes, administrative expenses and any other components necessary for the fulfillment of this Contract and the Terms of Reference, with no additional amounts due from **RNP**, unless expressly provided for in this Contract or formalized by an Addendum.

6.1.5 The charging of fees, surcharges, transfers, usage-based or consumption-based tariffs, change orders, or any additional amounts not expressly provided for in this Contract is prohibited, including those related to users, sessions, storage, data transfer, peak demand, computing resources, logs, audits, exports, imports, or functionalities necessary to fulfill the contracted object, except exclusively for services expressly defined as on-demand, namely: evolutionary maintenance in a pool of hours regime and on-site assisted operation, which will only be due if previously requested and authorized by **RNP**, effectively executed by the **CONTRACTED PARTY**, and formally accepted by the responsible area, observing the values, limits, and conditions provided for in this Contract, the Terms of Reference, and the Commercial Proposal.



6.2 – The amount stipulated in item 6.1 will be paid in installments linked to the delivery milestones approved by RNP, as foreseen in the Commercial Proposal and the Terms of Reference:

I – Solution setup and environment deployment – \_\_\_\_%;

II – Technical training and initial validation – \_\_\_\_%;

III – Assisted/pilot operation – \_\_\_\_%;

IV – Support and maintenance (monthly or quarterly installment) – \_\_\_\_%.

6.2.1 – Each installment will only be due after issuance by **RNP**, of the respective Acceptance Document, in accordance with Clause Three.

6.3 – The **CONTRACTING PARTY** must issue an invoice or the invoice corresponding to



the installment due and send it to the email address [nfe@rnp.br](mailto:nfe@rnp.br), observing the documentary requirements stipulated in this Contract.

6.3.1 – The payment deadline for **invoices** will be processed within 30 (thirty) days, starting from the date of its actual receipt by the **CONTRACTING PARTY**, subject to the correct presentation of the billing documents.

6.3.2 – Payment of **tax invoices** will observe the fixed schedule of the **CONTRACTED PARTY**, occurring on the 5th (fifth) or 20th (twentieth) of each month following the month in which the services were provided, according to the rules below:

6.3.2.1 – Tax invoices issued and received at the email address [nfe@rnp.br](mailto:nfe@rnp.br), between the 6th and 20th of each month, will be paid on the 20th of the following month, or on the first business day immediately following.

6.3.2.2 – Tax invoices issued and received at the email address [nfe@rnp.br](mailto:nfe@rnp.br), between the 21st and the 5th of the month, will be paid on the 5th of the following month, or on the first business day immediately following.

6.3.3 – For the purposes of calculating deadlines, the date of receipt will be considered to be the date on which the documentation is complete and in accordance with the contractual requirements.

6.4 – The contracted value includes all applicable charges, taxes, fees, administrative expenses, and any direct or indirect costs related to the execution of this Contract.

6.4.1 – Payment will be suspended whenever the service is not performed within the agreed timeframe or does not meet the technical conditions required for acceptance by RNP.

6.4.2 – Payment may also be suspended if the tax, legal or registration documentation of the **CONTRACTED PARTY** is irregular, and will only be reinstated after complete regularization.

6.4.3 – No payments will be made while there are outstanding legal, contractual or operational obligations.

6.5 – If there is any irregularity in the Invoice or Tax Invoice, it will be returned to the **CONTRACTED PARTY** for correction, being considered as not submitted, with the payment period restarting from the date of proper resubmission.

6.6 – **RNP** will not be held responsible for financial transactions carried out by the **CONTRACTED PARTY** with banking institutions, factoring companies or similar entities, and no amount will be due for any advance payment of receivables, discounts or assignment of credit.

6.6.1 – If, in violation of item 6.7, RNP is charged for any amount related to such operational expenses, the **CONTRACTED PARTY** shall fully reimburse the amount paid, plus a non-refundable penalty of 20% (twenty percent) on the amount unduly demanded.

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6.7 – For the purposes of this Agreement, requests related to the full execution, operation, suitability, performance, availability, security, compliance, or continuity of the digital solution, including corrections, adjustments, updates, optimizations, maintenance, integrations, tests, simulations, or any other measure necessary for the proper fulfillment of the obligations assumed by the **CONTRACTED PARTY**, shall not be considered a change of scope, nor shall they give rise to any additional charges.

6.8 – The application of any fees or charges based on volume, consumption, sessions, users, storage, data transfer, infrastructure usage, peak demand, computing resources, logs, audits, or any other variable criterion not foreseen in this Contract is expressly prohibited, even if such models are common in SaaS contracts in the international market.

6.9 – The prices stipulated in this Contract and in the Commercial Proposal, including those related to the fixed portion and on-demand services, such as progressive maintenance in a pooled-hours system, on-site assisted operation, and other expressly contracted variable items, will remain unchanged throughout the contractual term. The **CONTRACTED PARTY** shall be exclusively responsible for managing exchange rate risks, monetary variations, financial costs, taxes, charges, and other factors that may impact its economic composition. RNP shall not be liable for any revision, readjustment, adjustment, financial compensation, alteration of unit values, or additional payment due to such circumstances.

6.10 – No Terms of Use, EULA, Master Subscription Agreement, privacy policy, security policy, technical document, website, URL, standard contract, or any commercial or operational conditions unilaterally imposed by the **CONTRACTED PARTY**— even if



made available electronically — will produce effects before the **RNP**, except when expressly incorporated into this instrument by means of an Addendum.

## **CLAUSE SEVEN – SECRECY AND CONFIDENTIALITY**

7.1 – The **CONTRACTED PARTY** undertakes to maintain secrecy and confidentiality regarding all information to which it has access by virtue of this Contract, including and especially the know-how eventually used in the provision of services, under penalty of being liable for damages and losses resulting from improper disclosure.

7.2 – Confidential or privileged information is understood to mean all information and documents of any kind that are delivered to the **CONTRACTED PARTY** by **RNP**, its consultants, auditors, lawyers, accountants, representatives and employees, and that are related to the business of the **PARTIES** or the business of their partners, suppliers and associates.

7.2.1 – For the purposes of this Instrument, know-how is understood to mean knowledge not protected by patents or any other property right of access, extr<sup>Education, Research, and Innovation Network</sup> capable of being retransmitted and which, when applied to the production process or execution of services for which it is intended, implies an advantage for its holder.

7.2.2. For the purposes of this Agreement, confidential information includes, without limitation, data, databases, item banks, questions, test matrices, evaluation parameters, answers, grades, logs, audit trails, audio and video recordings, images, reports, proctoring evidence, operational data, technical information,

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documents, credentials, configurations, integrations, architecture, security requirements, and any information related to **RNP**, **INEP**, exams, candidates, evaluators, users, or the execution of the solution.

7.3.– The **CONTRACTED PARTY** is prohibited from using confidential information, data, records, logs, content, images, videos, audios, or any materials accessed by virtue of this Contract for its own purposes, commercial purposes, statistical purposes, benchmarking, development, training, adjustment, validation, or improvement of artificial intelligence, machine learning, analytics models, products, or services, unless expressly authorized in advance by **RNP**.

7.4 – The **CONTRACTED PARTY** shall instruct all those to whom they provide access to **RNP's** confidential information about the obligation of secrecy and non-disclosure assumed herein.

7.5 – The **CONTRACTED PARTY**, by virtue of the access it may potentially have to privileged or confidential information of **RNP**, undertakes to:

- a) Not to allow access to said confidential information to third parties not accredited by **RNP**, including only to the extent necessary to allow the fulfillment of the object of this Contract;

- b) Use the information obtained through this **Contract** exclusively for the purposes stipulated in the contracted object;
- c) Maintain the highest possible confidentiality regarding the information received, including rigorously ensuring that there is no circulation of copies, emails, faxes, or other forms of private or public communication of the information, beyond what is strictly necessary for the fulfillment of the purpose of this Contract.

7.6 – The **CONTRACTED PARTY** acknowledges that the disclosure of any confidential information eventually provided does not in any way imply a license, authorization, concession, assignment, or express, tacit, or implicit transfer, as it constitutes the exclusive property of RNP.

7.7 – The following are treated as exceptions to the mandatory confidentiality requirement:

7.7.1 – Information that has become public knowledge through publication in a manner other than through the **PARTIES**, such as Public Administration Entities and Institutions involved in or benefiting from the partnership.

7.7.2 – Those whose disclosure becomes necessary when required by law or when necessary to comply with a judicial and/or governmental order.

7.7.3 – Education, Research, and Innovation Network qualification as a Social Organization, **RNP** may publicize information related to this Contract based on the Access to Information Law (Law No. 12.527/2011).

7.7.4 – In cases of legal, regulatory, judicial, administrative disclosure or disclosure arising from a duty of transparency applicable to **RNP**, disclosure may occur independently of authorization from the **CONTRACTED PARTY**, without this constituting a violation of this clause.

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7.8 – The obligations of secrecy and confidentiality shall remain in force during the execution of the contract and after its termination, for an indefinite period, as long as the information does not become legitimately public or as long as there is a legal, institutional, technical, strategic or regulatory interest in its protection.

## **CLAUSE EIGHT – LABOR AND RELATED COSTS**

8.1 – This **CONTRACT** shall not imply the formation of any type of relationship between one Party and the employees and contractors of the other Party, each Party remaining exclusively responsible for the remuneration and respective tax, labor and social security charges, as well as for the claims and actions of its employees and contractors, each Party being responsible for protecting the other from such claims and actions, requesting the exclusion of the other Party from the passive side of measures resulting from such claims and actions, including claims relating to INSS (Brazilian National Institute of Social Security), FGTS (Brazilian Severance Indemnity Fund) and social security rights. Each Party shall inform the other Party in writing, within 3 (three) days of becoming aware of

any claims and actions referred to in this clause, in order to allow for their contestation and monitoring until the final decision.

8.2 – The self-employed workforce designated by the **CONTRACTED PARTY** to perform the execution of this Contract will maintain an exclusive contractual relationship with the same, with no relationship of subordination or dependence existing between employees and self-employed workers and **RNP**. Likewise, any kind of joint liability in the fulfillment of obligations arising from the exclusive relationship of the contracted party with its employees or workforce is excluded.

8.3 – Should it be necessary to allocate its employees, agents or outsourced personnel to **RNP**, the **CONTRACTED PARTY** undertakes to appoint a Coordinator who will be present at the respective unit and will have full powers to coordinate their team, taking the necessary steps for the proper execution of the services and activities of this Contract..

8.4 – The **CONTRACTED PARTY** agrees to indemnify **RNP** against any liability in labor or social security claims filed by such individuals and to bear all costs generated by such claims, including court costs, attorney's fees, and court judgments, when applicable.

## **CLAUSE NINE – OBLIGATIONS OF THE CONTRACTING PARTY**

9.1 – RNP undertakes to comply with, in addition to the other obligations set forth in this Contract, its Annexes and the Terms of Reference – ADC/15883/2026, especially the following:

a) to provide the **CONTRACTED PARTY**, in a timely manner, with the information, documents, parameters, access profiles and other elements necessary for the correct operation, configuration, assisted operation and maintenance of the digital solution provided for in this Contract, as well as to keep such information updated, communicating relevant changes with reasonable advance notice whenever possible;

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b) to designate, in writing, a Contract Manager and, when necessary, technical focal points responsible for official communication with the **CONTRACTED PARTY**, including clarifications, operational alignments and specific validations;

c) analyze, within reasonable timeframes, the deliverables, reports, evidence, test results, simulations, and other documents provided by the **CONTRACTED PARTY**, issuing a reasoned acceptance or rejection document, as established in this Contract and the Terms of Reference;

d) Hold follow-up meetings whenever necessary to address planning, risks, non-conformities, deadlines, performance of the digital solution, or any other aspects relevant to contract execution;

e) to make payments of the installments due to the **CONTRACTED PARTY** within the terms and conditions established in Clause Six, observing the applicable legal and contractual formalities;

f) to notify the **CONTRACTED PARTY**, in writing, of any irregularities, non-compliance, operational failures or relevant incidents identified during the execution of the services, enabling the **CONTRACTED PARTY** to promptly adopt the necessary corrections;

(g) to provide, whenever applicable, the access, credentials, authorizations, and other means necessary for the **CONTRACTED PARTY** to perform the contracted activities, provided they are compatible with **RNP's** security policies;

h) to make reasonable efforts, within its institutional competence, to enable necessary interactions with third parties under its coordination or with whom it maintains an operational relationship, when such interactions are indispensable to the execution of the solution that is the subject of this Contract.

## CLAUSE TEN – CONTRACTED PARTY'S OBLIGATIONS

10.1 – The **CONTRACTED PARTY** undertakes to fulfill, in addition to the other obligations set forth in this Contract, its Annexes and the Terms of Reference – ADC/15883/2026, especially the following:

a) assume full responsibility for the execution of the contracted services, under the terms of this Contract, employing technical rigor, diligence, care, good faith and strict observance of all technical, operational, functional, performance, safety, availability, continuity, monitoring and auditing requirements defined by **RNP**;

b) to immediately correct, at its own expense and without any additional cost to RNP, all nonconformities, errors, vulnerabilities, unavailability, or deviations identified through tests, simulations, audits, or monitoring, including the re-production of deliverables that do not fully meet the acceptance conditions;

c) to be liable for all damages, losses, costs and expenses arising from the leakage, unauthorized access, unauthorized use, alteration, destruction, loss or unavailability of data and information under its responsibility, even if resulting from culpable action or omission (including negligence, recklessness or incompetence), affecting **RNP**, INEP or third parties;

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d) not to transfer, assign, delegate, share or in any way pass on to third parties, in whole or in part, the execution of the object of this Contract, except with the prior and express authorization of **RNP**, the **CONTRACTED PARTY** remaining fully responsible for the acts and omissions of any authorized subcontractors;

(e) not to offer this Contract or rights arising from it as collateral in financial transactions, nor to use it to assume obligations to third parties, including factoring, discounting of receivables or assignment of credit, unless expressly authorized by **RNP**;

f) to allow **RNP** to carry out the inspection and technical monitoring of the execution of services, without unjustified restrictions, providing information, records, logs, evidence,

dashboards, reports and other elements necessary to verify compliance with the obligations assumed;

(g) to redo any task, component, module, functionality, or process that does not fully meet the technical specifications or acceptance criteria set forth in this Contract and the Terms of Reference, without prejudice to the contracted deadlines and at no additional cost to **RNP**;

h) to fully bear all labor, social security, tax, insurance and civil obligations related to the professionals involved in the execution of the services, presenting proof of regularity whenever requested by **RNP**;

i) not to subcontract the services, in whole or in part, without prior written authorization from RNP; unauthorized subcontracting will subject the **CONTRACTED PARTY** to a fine of 20% (twenty percent) of the amount paid to the **CONTRACTED PARTY** on the date of the occurrence, without prejudice to other applicable penalties;

j) to remain, throughout the term of the Contract, fully compliant with the legal, fiscal, technical, regulatory and operational conditions that justified its contracting, immediately notifying **RNP** of any relevant changes;

k) promptly notify **RNP** of any incident, extraordinary event, critical failure, significant risk, threat to service continuity, or any situation that may compromise the execution, performance, or security of the solution;

l) fully comply with the policies, norms, standards and requirements for information security, data protection, business continuity, record integrity, audit trails, backup and disaster recovery stipulated in this Contract, the Terms of Reference and applicable legislation, implementing technical and organizational measures appropriate to the criticality of the solution;

m) to fully cooperate with **RNP**, **INEP** and, where applicable, with control and audit bodies, providing in a transparent manner all information, documents, reports, records, logs, technical evidence, access and other elements reasonably necessary to verify compliance with contractual obligations;

n) not to use, process, analyze, store, reproduce, combine, mine, aggregate, commercialize, exploit, train, adjust or validate artificial intelligence or machine learning models with any data, content, log, image, video, audio or information processed as a result of this Agreement, except with the prior and express authorization of **RNP**;

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(o) comply with any additional policies, standards, guidelines and requirements regarding security, operational compliance or auditing issued by **RNP** or **INEP**, provided that they have been previously made available to the **CONTRACTED PARTY**.

p) grant licensing of the solution under the terms of this Contract and the Terms of Reference, ensuring **RNP** and **INEP** the institutional, unrestricted, perpetual and indefinite use of the platform;



q) implement the solution in the model defined by RNP, as foreseen in the Terms of Reference, which may include an environment under INEP governance or infrastructure provisioned by **RNP**;

r) to transfer technical and functional knowledge at a level sufficient to ensure the autonomous operation of the solution by **RNP** and **INEP**, prohibiting the **CONTRACTED PARTY's** continuous dependence on ordinary operational activities;

s) to provide corrective, preventive, evolutionary maintenance, technical support and assisted operation services for the contracted period, observing the service levels, deadlines, service regimes and conditions stipulated in this Contract and in the Terms of Reference;

t) ensure the acquisition of updates to the licensed product, without suppression of the contracted functionalities, and the discontinuation, degradation or limitation of the solution due to the non-contracting of additional services not foreseen in this Contract is prohibited;

u) ensure, within the solution's dedicated environment, adequate mechanisms for access management, session control, segregation of duties, identification of anomalous behavior, customization of permissions, and anti-abuse protections, including, where applicable, idle timeout, absolute timeout, re-authentication in sensitive actions, prevention of simultaneous authentication by the same user, rate limiting, and bot detection;

(v) ensure that the solution adheres to the business continuity, information security, and data protection requirements set forth in this Contract, the Terms of Reference, and applicable legislation, including, where required, compliance with ISO 22301, ISO 27001, or equivalent standards;

w) Provide a product that offers auditable records of the operations for managing the content of the exam, the execution of the exam by each user, post-application actions, access management, and platform usage, through a WORM trail or equivalent, with event signature or hashing, hash chain per session, time synchronization, timestamp with time zone and UTC, and correlatable identifiers;

x) ensure that the <sup>Education, Research, and Innovation Network</sup> ; are complete, auditable and accessible to RNP for the purposes of inspection, traceability, auditing, incident investigation, accountability and export, prohibiting any form of alteration, suppression or undue restriction of access;

z) not to restrict, technically, contractually or operationally, the export, migration, auditing, preservation or institutional use of the data, content and records produced within the scope of this Agreement.

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## CLAUSE ELEVEN - PRE-EXISTING INTELLECTUAL AND INDUSTRIAL PROPERTY

11.1 – All pre-existing intellectual and industrial property rights held by the Parties, as well as those developed, acquired, licensed or modified independently of the execution of this Contract, shall remain the exclusive property of each Party and shall not be transferred to the other by virtue of this instrument.

11.2 – The execution of this Contract does not imply, for either Party, the assignment, transfer, implied authorization, automatic license, or granting of intellectual or industrial property rights belonging to the other Party. Any and all licenses must be formalized in writing.

11.3 – The **CONTRACTED PARTY** declares that it possesses all the necessary rights, authorizations, and licenses to provide the services and make available the digital solution that is the subject of this Contract, assuming full responsibility, without any cost to RNP, for obtaining any third-party licenses required for the full operation of the solution.

11.4 – The **CONTRACTED PARTY** grants RNP, for its own institutional use and for provision to INEP within the scope of the initiative covered by this Contract, a perpetual, irrevocable, non-exclusive license, without additional royalties, for unrestricted and indefinite use of the digital solution, its modules, components, integrations, APIs, functionalities, reports, dashboards and other elements necessary for conducting digital examinations, under the terms of this Contract and the Terms of Reference.

11.5 – The license provided for in the preceding item does not imply the transfer of ownership of the source code, algorithms, techniques, methodologies, trade secrets, proprietary documentation, or structural elements of the **CONTRACTED PARTY'S** technology, without prejudice to the obligations of portability, interoperability, technical documentation, operational continuity, knowledge transfer, data export, and full access to the records provided for in this Contract and the Terms of Reference.

11.6 – All data, records, information, logs, audit trails, evidence, videos, images, audios, reports, dashboards, metadata, metrics, exportable files, proctoring results, anti-fraud detections, and any other elements produced, collected, processed, handled, or stored as a result of the execution of this Contract belong to **RNP** and/or **INEP**, depending on the nature and origin of the information, regardless of the medium in which they are found, and the **CONTRACTED PARTY** is prohibited from appropriating, retaining, or using them for its own purposes.

## CLAUSE TWELVE – FINES AND OTHER SANCTIONS

12.1 – In case of non-performance, incomplete performance, defective performance or performance in disagreement with this Contract, the Terms of Reference or its Annexes, the **CONTRACTED PARTY** will be subject to a non-compensatory fine of 10% (ten percent) on the value of the installment, milestone, service or obligation affected, without prejudice to deductions, retentions, losses and damages, contract termination and other sanctions provided for in this instrument.

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12.2 Any irregularity, failure, breach or non-compliance will be recorded by **RNP** in an Incident Report, containing:

- a) description of the event;

- b) applicable technical evidence;
- c) reference to the unmet contractual or technical requirement;
- d) correction period;
- e) resulting operational risks.

12.3 – The Incident Report will be sent to the **CONTRACTED PARTY** by written notification, and from the date of receipt, a period of up to 05 (five) consecutive days will begin for full correction, unless the Terms of Reference, the applicable SLA or the criticality of the incident requires a shorter period or immediate correction.

12.4 – The **CONTRACTED PARTY** must send a formal response to **RNP** stating:

- a) the measures adopted;
- b) evidence of correctness;
- c) stabilization period, if applicable.

12.4.1 - Failure to respond within the deadline will be interpreted as a failure to correct the issue.

12.5 – **RNP** will analyze the evidence submitted and may:

- I – Accept the correction and close the case.
- II – reject the correction, with technical justification, in which case an additional period of up to 03 (three) consecutive days may be granted for final correction, when compatible with the criticality of the occurrence;
- III – to initiate the penalty application procedure, especially in cases of recidivism, lack of correction, unavailability, significant operational damage, or compromised safety.

12.6 – The fine stipulated in item 12.1 may be applied when:

- I – the **CONTRACTED PARTY** fails to correct the occurrence within the established deadlines;
- II – if there is a recurrence of the same type of offense within a 90-day period;
- III – the non-compliance causes unavailability, significant operational damage, risk to the integrity of the examination, compromise of security, breach of confidentiality, or data incident;
- IV – if there is a failure to meet the service levels stipulated in the Terms of Reference.

12.7 – The application of a sanction will be formalized through a Penalty Application Notice, containing:

- a) description of the facts;
- b) technical fundamentals;
- c) percentage and amount applied;
- d) method of payment or discount.

12.8 – The **CONTRACTED PARTY** may present a defense within 05 (five) calendar days of receiving the Term.

12.9 – Persistent default, serious breach, or failure to correct the occurrence within the stipulated deadlines gives RNP the right to terminate the Contract automatically, by notifying the **CONTRACTED PARTY**.

12.10 – In the event of termination due to the **CONTRACTED PARTY's** fault, the **CONTRACTED PARTY** shall return to **RNP**, within a maximum period of 30 (thirty) consecutive days, any amounts paid relating to installments, milestones, services or deliverables not executed, rejected or unusable, duly updated, without entitlement to compensation, indemnification or retention.

### **CLAUSE THIRTEEN – CONTRACT TERMINATION AND EFFECTS OF TERMINATION**

13.1 – **RNP** may unilaterally terminate this Contract at any time, by means of written notice to the **CONTRACTED PARTY**, in the following cases:

- a) irregular fulfillment, defective execution, delay, failure, non-compliance or default, in whole or in part, of any obligation stipulated in this Contract, in the Terms of Reference – ADC/15883/2026 or in its annexes;
- b) unjustified delay in the commencement of services or in meeting contractual milestones, duly formalized by correspondence;
- c) stoppage, interruption, suspension or reduction of services without just cause and without prior notification to **RNP**;
- d) corporate association, change of control, assignment, transfer, merger, spin-off or any relevant corporate change of the **CONTRACTED PARTY** that may compromise the execution of the services, without the express authorization of **RNP**;
- e) repeat \_\_\_\_\_ of offenses, understood as the recurrence of similar failures within a period of up to 90 (ninety) days;
- f) violation of confidentiality, data protection or information security;

g) unjustified non-compliance with audit determinations, technical requests or correction requests issued by **RNP**;

h) engaging in any act or omission that compromises, hinders, or prevents the continuation of the operation or the execution of digital examinations.

13.2 – The Contract may be terminated by either PARTY, by means of written notice with a minimum of 30 (thirty) days' notice, due to the supervening of a legal norm or event that makes it materially, formally or operationally impracticable, preserving the adequate continuity of the activities in progress until their completion or transfer.

13.3 – The PARTIES may terminate this Contract without cause, by giving at least 30 (thirty) days' prior written notice, respecting the commitments undertaken up to the date of termination.

13.4 – The Contract may be terminated in the event of a duly proven act of God or force majeure that prevents the continuation of services.

13.5 – The Contract will be terminated automatically, without notice, in the event of civil insolvency, judicial reorganization, bankruptcy, dissolution, or definitive cessation of the CONTRACTED PARTY's activities.

13.6 – Termination, for any reason, does not preclude:

- a) the application of the penalties stipulated in this Contract;
- b) the obligation to indemnify RNP or third parties for damages resulting from failures, interruptions, security breaches or contractual non-compliance;
- c) the duty to fully perform the obligations set forth in this clause and in Clause 13-A;
- d) the continuation of obligations regarding confidentiality, intellectual property, data protection, auditing, and accountability, which will remain in effect after termination.

13.7 – Under no circumstances shall the **CONTRACTED PARTY** be entitled to:

- I.– compensation;
- II.– lost profits;
- III.– financial compensation;
- IV.– termination penalties;
- V.– reimbursement for transition costs;
- VI.– inv Education, Research, and Innovation Network /;
- VII.– amounts relating to the remaining contractual period;
- VIII.– or any payment not expressly provided for in this Agreement.

13.8 – The **CONTRACTED PARTY** shall maintain the solution fully operational, available and functional until the effective date of termination and, where applicable, during the



transition period provided for in this Contract, and any interruption, limitation, shutdown, degradation, performance reduction or data retention is prohibited.

13.9 – The termination of the Contract will not prejudice **RNP's** right to demand:

- a) fulfillment of obligations assumed up to the date of termination;
- b) the delivery of all data, databases, records, logs, videos, images, documentation, evidence and materials produced during the execution;
- c) correction of non-conformities identified before termination;
- d) the application of applicable penalties.

13.10 – In the event of termination without cause by **RNP**, the **CONTRACTED PARTY** shall be entitled exclusively to:

- a) value of services actually rendered up to the date of termination;
- b) reimbursement of expenses previously authorized and demonstrably incurred.

13.11 – Regardless of the reason for termination, the **CONTRACTED PARTY** shall, at no additional cost, within a maximum period of 10 (ten) consecutive days:

- a) cease data processing;
- b) deliver all data, records and artifacts in interoperable formats defined by RNP;
- c) provide complete and up-to-date technical documentation;
- d) provide assisted transition for up to 30 (thirty) days;
- (e) Destroy or return all copies of data, certifying the operation;
- f) revoke all access, credentials, tokens, and API keys.

13.12 – The **CONTRACTED PARTY** is prohibited, under any circumstances:

- a) retain data;
- b) to make the delivery of data conditional upon additional payments;
- c) turn off the solution before the end of the transition;
- d) to claim ownership over content, records, or artifacts produced.

13.13 – Termination does not imply the transfer of intellectual property, however:

a) **RNP** has an irrevocable and perpetual right to access, store and use all generated data and artifacts;

b) The **CONTRACTED PARTY** may not use data or artifacts from the Contract for its

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own purposes, commercial purposes, statistical purposes, reverse engineering, or for AI/machine learning training or improvement, except with the express authorization of **RNP**.

13.14 – The **CONTRACTED PARTY** remains obligated to:

- I. to return undue payments;
- II. pay the fines imposed;
- III. to compensate for damages;
- IV. to be held liable for breaches of security, confidentiality, or data, even after termination.

13.15 – The following remain in effect after termination:

- I. – confidentiality (Clause 7);
- II. – data protection;
- III. – intellectual property;
- IV. – auditing and accountability;
- V. – obligations related to integrity, security and continuity.

## **CLAUSE FOURTEEN – OWNERSHIP OF RESULTS**

14.1 – All data, content, items, item banks, responses, records, logs, audit trails, evidence, recordings, images, audios, reports, dashboards, metadata, metrics, proctoring results, exportable files, and other materials produced, collected, processed, handled, or stored as a result of the execution of this Contract belong to **RNP** and/or **INEP**, depending on the nature and origin of the information.

14.2 – The **CONTRACTED PARTY** may not claim ownership, right of retention, own use, commercial exploitation, reuse, mining, model training, own statistical analysis or any autonomous use of the data, content, records and results referred to in the previous item.

14.3 – Ownership of the technological solution, source code, algorithms, methods, proprietary components, proprietary documentation, and other pre-existing technologies of the **CONTRACTED PARTY** shall remain with the **CONTRACTED PARTY**, without prejudice to the perpetual, unrestricted, and indefinite license granted to **RNP** and **INEP** under the terms of this Contract.

14.4 – The **CONTRACTED PARTY** declares that it possesses all the rights, authorizations, licenses and permissions necessary for the provision and operation of the solution, assuming full responsibility for any claims from third parties relating to the violation of copyright, intellectual property, industrial property, software, database, image, trademarks, patents, trade secrets or related rights.

14.5 – When \_\_\_\_\_ for use, auditing, preservation, migration, continuity, export, or proof of \_\_\_\_\_, the **CONTRACTED PARTY** shall make available to RNP the data, records, documents, reports, evidence, and files in interoperable formats, without dependence on proprietary tools or additional charges.

14.6 – The **CONTRACTED PARTY** assumes full responsibility for the originality and ownership of the text, illustrations, programs, and tables used in the subject matter of

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this Contract, and is hereby obligated to provide **RNP** with the necessary and legal authorization for their use, should it be deemed necessary.

## **CLAUSE FIFTEEN – ORIGIN OF FINANCIAL RESOURCES**

15.1 – **RNP**, a legal entity constituted as a private, non-profit Civil Association, and qualified as a Social Organization, contracts the services that are the subject of this agreement to assist in the fulfillment of its actions and goals, funding them through the use of resources of Public origin, derived from the Management Contract, signed with the Union (MCTI-Supervisory Body), and/or its addenda (Intervening Bodies).

## **CLAUSE SIXTEEN – GENERAL PROVISIONS.**

16.1 – The inapplicability or invalidity of any of the terms and conditions agreed upon herein shall not result in the invalidity of the remaining clauses, which shall remain in full force and effect until the termination or rescission of this Contract.

16.2 – Any changes and additions to the clauses agreed upon in this contract will only be valid when made in writing, in the form of Addendum Terms, signed by the legal representatives of the Parties.

16.3 – The tolerance of one Party regarding any breaches or infractions of the conditions established herein shall not constitute a precedent, novation, or waiver of the rights guaranteed to each of the Parties by Law and by this Instrument, and such breaches may be demanded at any time.

16.4 – Any omissions of a technical nature and those that become controversial due to the interpretation of the clauses and conditions agreed upon herein shall initially be resolved by agreement between the Parties.

16.4.1 – The Parties undertake to make their best efforts to resolve any disputes arising from the execution of the subject matter of this Contract.

16.5 – The Parties expressly agree to the terms set forth herein, binding themselves and their advisors, in any capacity, to the rights and obligations arising from this Contract.

16.6 - The Parties undertake to cultivate the continuous improvement of the processes, products and services covered by this Contract, focusing on quality, efficiency, innovation and mutual satisfaction.

## **CLAUSE SEVENTEEN – SOCIAL RESPONSIBILITY AND ESG**

17.1 – The <sup>Education, Research, and Innovation Network</sup> **PARTY** undertakes not to adopt, permit or tolerate, at any stage of the <sup>Education, Research, and Innovation Network</sup> Contract, practices of work analogous to slavery, human trafficking, debt bondage, forced labor or any form of labor exploitation.

17.2 – The **CONTRACTED PARTY** undertakes to observe the applicable legislation regarding child labor, not employing minors under 16 (sixteen) years of age, except as apprentices from 14 (fourteen) years of age, when permitted by the competent



legislation.

17.3 – The **CONTRACTED PARTY** undertakes not to employ adolescents under 18 (eighteen) years of age in dangerous, unhealthy, night-time activities or activities that are detrimental to their physical, mental, moral or social development, as well as in schedules that make their schooling impossible.

17.4 – The **CONTRACTED PARTY** shall conduct its activities in accordance with applicable environmental legislation in its country of origin and in Brazil, where relevant, undertaking to adopt practices that prevent environmental damage and promote sustainability.

17.5 – The **CONTRACTED PARTY** shall be fully liable for environmental damages resulting from its actions or omissions, including those of its agents, when related to the execution of this Contract.

17.6 – When applicable, the **CONTRACTED PARTY** undertakes to adopt standards for reducing environmental impacts in its internal processes and in the supply chain directly involved in the execution of this Contract. Note: mentions of vehicles, black smoke (IBAMA), and Ordinance 85/96 are appropriately excluded, as they are entirely incompatible with the contracting of a foreign digital solution.

17.7 – **RNP** may verify, at any time, compliance with the obligations set forth in this Clause, and failure to comply with any of its provisions shall be considered just cause for termination of the contract.

17.8 – The **CONTRACTED PARTY** undertakes to make reasonable efforts to ensure that its own suppliers, subcontractors and partners directly involved in the execution of this Contract observe equivalent standards of social, environmental and labor responsibility.

## **CLAUSE EIGHTEEN – ON THE PROTECTION OF PERSONAL DATA**

18.1 – For the purposes of this Agreement, the terms “Personal Data”, “Sensitive Personal Data”, “Data Subject”, “Processing”, “Controller” and “Processor” shall be interpreted in accordance with Law No. 13.709/2018 (LGPD) and other applicable regulations.

18.2 – **RNP** will act as the Controller of Personal Data processed within the scope of the digital examination solution, with the **CONTRACTED PARTY** acting as the Operator, carrying out the Processing exclusively according to documented instructions from **RNP**.

18.3 – The **CONTRACTED PARTY** undertakes to process Personal Data solely and exclusively for the purposes of executing this Contract, and is prohibited from:

- a) Use the data for your own purposes, commercial, statistical or reverse engineering purposes Education, Research, and Innovation Network
- b) train, feed, adjust or evaluate artificial intelligence or machine learning models;
- c) sharing data with third parties without prior and express authorization from RNP;

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- d) to carry out any unauthorized treatment.

18.4 – The international transfer of Personal Data to countries that do not have an adequate level of protection is prohibited, except with the express authorization of RNP and compliance with legal requirements.

18.5 – The **CONTRACTED PARTY** shall adopt information security measures compatible with international standards (including ISO 27001, ISO 27701 or equivalents), ensuring confidentiality, integrity, availability, logical isolation, segregation and audit trails.

18.6 – The **CONTRACTED PARTY** must inform **RNP**, within 24 (twenty-four) hours, of the occurrence of any security incident involving Personal Data.

18.7 – The **CONTRACTED PARTY** shall allow audits, tests, technical verifications and requests for clarification issued by **RNP**, **INEP** or competent authorities, and shall promptly provide logs, reports, access records and necessary evidence.

18.8 – If using subprocessors, the **CONTRACTED PARTY** must:

- a) obtain prior and express authorization from **RNP**;
- b) ensure that such third parties strictly comply with this Agreement and the LGPD;
- c) remain fully responsible for the acts and omissions of these subprocessors.

18.9 – Upon termination of the Contract, the **CONTRACTED PARTY** shall, at no additional cost:

- a) cease all treatment immediately;
- b) return all data to RNP in an interoperable format;
- c) delete all copies, including backups;



d) present a formal certificate of destruction.

18.10 – Failure to comply with any of the obligations in this Clause constitutes just cause for immediate termination of the contract, without prejudice to the penalties provided for in this Contract and applicable legislation.

18.11 – The CONTRACTED PARTY shall be fully liable for damages arising from irregular processing, security incidents, misuse, or failure to comply with RNP instructions.

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## CLAUSE NINETEEN – THE PREVENTION OF CORRUPTION

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19.1 – The Parties declare that they are aware of the anti-corruption regulations provided for in Brazilian legislation, including the Administrative Improbity Law (Law No. 8,429/1992) and Law No. 12,846/2013 and its regulations (collectively, “Anti-Corruption Laws”), and undertake to faithfully comply with them, both themselves and through their partners, administrators and employees, as well as to demand compliance from third parties contracted by them.

19.2 – Each Party declares that it has and will maintain until the end of the term of this contract its own code of ethics and conduct, the rules of which it undertakes to faithfully comply with.

19.3 – Without prejudice to the obligation to comply with the provisions of their respective codes and regulations of ethics and conduct, both Parties hereby undertake, in the exercise of the rights and obligations provided for in this Contract and in the fulfillment of any of its provisions:

19.3.1 – Not to give, offer or promise any valuable asset or advantage of any kind to public officials or persons related to them, or to any other persons, companies and/or private entities, with the aim of obtaining undue advantage, influencing an act or decision or illicitly directing business; and

19.3.2 – Adopt best practices for monitoring and verifying compliance with anti-corruption laws, with the aim of preventing acts of corruption, fraud, illicit practices or money laundering by its partners, administrators, employees and/or third parties contracted by them.

19.4 – Proven violation of any of the obligations set forth in this clause is grounds for unilateral termination of this Contract, without prejudice to the recovery of damages caused to the innocent party and to sanctions prohibiting contracting with **RNP**, should RNP be the injured party.

## **CLAUSE TWENTY – THE VALIDITY OF CONTRACTING THROUGH ELECTRONIC MEANS**

20.1 – The Parties, including the witnesses, acknowledge the possibility of contracting through electronic and digital means as valid and fully effective, even if established with an electronic signature or certification not issued by the Brazilian Public Key Infrastructure (ICP-Brasil), as provided for in §2 of article 10 of Provisional Measure No. 2,200-2, of August 24, 2001, observing the requirements of article 5 of Law No. 14,063 of September 23, 2020, if so agreed, after reading and finding it in accordance, the Parties sign this Instrument electronically, or by digital certification, as provided for in the Code of Civil Procedure.

## **CLAUSE TWENTY-ONE – APPLICABLE LAW AND JURISDICTION**

21.1 – This Contract shall be governed, interpreted and enforced exclusively in accordance with the laws of the Federative Republic of Brazil, regardless of the place of residence, nationality or headquarters of the Parties, as well as the place of execution of the services or technical processing of the contracted solution.

21.2 – The parties elect the jurisdiction of the District of Rio de Janeiro, State of Rio de Janeiro, to the exclusion of any other, however privileged it may be, as the sole

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competent jurisdiction to resolve any doubts, controversies or disputes arising from or related to this Contract that cannot be resolved amicably.

21.3 – The Parties expressly waive any claim, legal action, arbitration or proceeding in a foreign jurisdiction, as well as the application of foreign laws or conflict of laws rules, undertaking to submit all disputes exclusively to the chosen forum and to Brazilian law.

21.4 – The eventual invalidity of any clause or provision of this Contract shall not affect the remaining clauses, which shall remain valid and effective.

And, being thus agreed, they sign this Contract, in the presence of the witnesses named below, so that it may produce the legal effects.

**NATIONAL EDUCATION AND  
RESEARCH NETWORK – RNP**

**CONTRACTED PARTY**

**RNP's Witness:**

**Contracted Party's Witness:**

**RNP's Legal Department:**

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