

REGULATIONS OF THE DISPUTE PREVENTION AND RESOLUTION COMMITTEE (DISPUTE BOARD)

CHAPTER I

GENERAL PROVISIONS

Art. 1 This Regulation applies for the establishment and operation of Dispute Prevention and Resolution Committees (Dispute Board) to prevent, manage or settle conflicts in the execution of contracts whenever the parties stipulate the adoption of this Regulation.

Single paragraph. The Dispute Prevention and Resolution Committee does not constitute an Arbitration Court and its manifestations do not produce the effect of a court decision.

Art. 2 In this Regulation, the following words and expressions have the meaning indicated below:

I - CAMES Brazil: CAMES unit responsible for supervising local units;

II - CAMES Location: CAMES unit operating in a given territory, supervised by CAMES Brasil;

III - Deliberative Council: independent and impartial body that integrates the structure of CAMES, with powers defined in these Regulations;

IV - Pact System: CAMES' electronic process system in which , necessarily, all dispute prevention and resolution procedures are carried out;

V - Dispute Prevention and Resolution Committee or Dispute Board : procedure for the prevention and resolution of disputes of a reviewing, adjudicative or hybrid nature, formed by a Committee of 3 (three) members or by a Body composed of 1 (one) member;

VI - Contract: instrument signed between the parties in which the use of the Dispute Prevention and Resolution Committee is foreseen during the development or execution of the contract;

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V II - Controversy: dispute, conflict or divergence arising from the contract that is submitted to the Dispute Prevention and Resolution Committee for its deliberation;

VIII - Decision: binding determination issued by the Dispute Prevention and Resolution Committee regarding the dispute submitted to it, which must be immediately complied with by the parties;

IX - Parties: subjects or persons of the contract that provides for the use of the dispute prevention and resolution procedure;

X - Recommendation: non-binding statement issued by the Dispute Prevention and Resolution Committee regarding the dispute submitted to it; It is

XI - Term of Constitution of the Committee: means the term signed between the parties and the member or members of the Dispute Prevention and Resolution Committee, for the beginning of the Committee's activities.

Art. 3 The Dispute Prevention and Resolution Committee may have a reviewing, adjudicative or hybrid nature, according to the items of this article, depending on the powers granted to it by the contract entered into:

I - the Review Committee is empowered to issue non-binding Recommendations to the parties to the dispute;

II - the Adjudication Committee is empowered to issue contractually binding Decisions to the parties in dispute; It is

III - the Hybrid Committee may both issue Recommendations and Decisions on controversies, with the requesting party being responsible for establishing its reviewing or adjudicative competence.

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Single paragraph. Decisions issued by the Committees may be submitted to arbitration in the event of non-compliance by one of the parties, to be administered by CAMES, if the contract does not provide otherwise.

Art. 4 The Committee may act by monitoring the execution of the contract on a permanent basis or at the request of the parties for specific and specific disputes.

§ 1 The Committee for Prevention and Resolution of Permanent Disputes may be formed at the time of signing the contract or after its signing, remaining active throughout the term of the contract, regardless of whether or not there is a dispute.

§ 2 The ad hoc Dispute Prevention and Resolution Committee will be formed only when a formally submitted dispute occurs, remaining active until the issuance of its final manifestation or until the exhaustion of the applicable procedures.

§ 3 The Permanent Committee and the ad hoc Committee may be composed of 1 (one) single member and, in this case, it will be called Dispute Prevention and Resolution Body, with only the President of the Body.

§ 4 Unless otherwise provided by the parties, the members of the ad hoc Committee will be automatically reappointed for the solution of any new controversy relating to the same contract.

Art. 5th The procedures of the Dispute Prevention and Resolution Committee must comply with the Code of Ethics, these Regulations, the Table of Fees, the CAMES Privacy Policy, as well as other applicable rules.

Single paragraph. Unless otherwise stated, the rules in force on the date of commencement of the Committee's activities will be applied, with the signature of the respective Constitution Term.

Art. 6 The procedure for preventing and resolving disputes is governed by the following principles:

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I - autonomy of the will of the parties;

II - impartiality of the members of the Committee;

III - equality of the parties;

IV - contradictory;

V - confidentiality; It is

VI - good faith.

CHAPTER II

FROM THE CHAMBER ORGANIZATION TO THE DISPUTE BOARD


Art. 7 The CAMES Deliberative Council will be composed of 5 (five) members, including a chairman and a vice-chairman.

§ 1 The members of the Board will be appointed by the Executive Board of CAMES Brasil.

§ 2 The members of the Deliberative Council will have a mandate of 2 (two) years, renewable.

§ 3 The Deliberative Council will observe the other norms and procedures established in its Internal Regulations.

Art. 8th The Council will be provoked by CAMES Location from where the Dispute Prevention and Resolution Committee develops its regular activities upon request via the Pact System.

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Single paragraph. The Board may, before taking its decision, request a statement from the Local CAMES or the Committee on the case, with a view to obtaining clarification as to the object of the dispute.

Art. 9 The permanent staff of CAMES professionals is composed of mediators, arbitrators, experts and other professionals of recognized competence, who are chosen among people of notorious knowledge, recognized capacity, professional experience and unblemished reputation.

§ 1 Upon accepting the designation to compose the professional staff of CAMES, the interested party will be accredited by the Chamber to exercise it on behalf of and for the benefit of the parties to the conflict.

§ 2 The professional staff are available for consultation by the parties on the Chamber's website.

CHAPTER III

DEADLINES AND COMMUNICATIONS

Art. 10. All communications of procedural acts will be made through the Pact System, in the person of the parties or their representatives in the dispute prevention and resolution procedure.

§ 1 The documents attached to the Pact System may be signed electronically using any system that allows the unique identification of its signatory or that is chosen by consensus by the parties.

§ 2 All procedural documents and documents presented by the parties, after the initiation of the procedure, must necessarily be filed through the Pact System.

§ 3 The representative of the party that will collect the petitions and documents in the Pact System will be personally responsible for their authenticity.

Art. 11. Communication will be considered completed two business days after the procedural act is made available in the Pact System.

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§ 1 In the event of the provisions of the caput of this article, in cases where the provision of the procedural act takes place on a non-business day, the provision will be considered as made on the first following business day.

§ 2 For information purposes, electronic correspondence may be sent, confirming the existence of communication in the Pact System, under the terms of this article.

§ 3 The electronic correspondence referred to in § 2, due to its merely informative nature, does not exempt the representatives of the parties from the responsibility of accessing the Pacto System to view the existence or not of new procedural acts and communications in their procedures.

§ 4 In urgent cases where the communication made pursuant to this article may cause damage to any of the parties or in cases where any attempt to circumvent the system is evidenced, the procedural act must be carried out by another means that achieves its purpose, as reasonably determined by the Chairman of the Dispute Prevention and Resolution Committee.

Art. 12. The communication will determine the deadline for compliance with the measure requested by the Dispute Prevention and Resolution Committee.

§ 1 In the absence of a period stipulated by this Regulation or established by the Committee for the Prevention and Resolution of Disputes, the period for the performance of a procedural act by the party will be of 5 (five) working days.

§ 2 The deadlines set forth in this Regulation may be changed by the Dispute Prevention and Resolution Committee or by agreement between the parties.

Art. 13. All deadlines relating to the dispute prevention and resolution procedure will be counted in business days, excluding the start day and including the expiration day.

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§ 1 Business days are those on which CAMES Local is open, as per the calendar available on the CAMES website.

§ 2 Between December 22nd and January 5th there will be a year-end recess at CAMES, a period in which there will be no business hours at CAMES Locals, all deadlines being considered suspended .

§ 3 Emergency or urgent situations will be assessed during recess by the Dispute Prevention and Resolution Committee or by its Chairman ad referendum .

§ 4 The days of the beginning and expiration of the deadlines will be postponed to the first following business day, if they coincide with a day when the Pacto System is unavailable.

CHAPTER IV

ORGANIZATION OF THE COMMITTEE FOR PREVENTION AND DISPUTE RESOLUTION

Section I

Selection of Committee members

Art. 14. The Request for installation of the Permanent Committee, unless specifically agreed by the parties, must be sent to CAMES within 30 (thirty) consecutive days after the date of execution of the contract, regardless of the existence of controversy.

Single paragraph. The application must contain, at a minimum:

I - name, e-mail and contact telephone number, address and complete qualification of the parties;

II - copy of the articles of incorporation and document that confers the powers of representation of the legal entity; It is

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III - copy of the document containing the Dispute Board clause ;

IV - indication of the type of Committee intended to be established; It is

V - name of the member appointed by the requesting party, when the Committee is composed of three members.

Art. 15. Within a period of 5 (five) working days from the acknowledgment of the protocol of the request for the establishment of the Committee, the other party must submit a Response, agreeing or not with the request and appointing a member to compose the Committee, if applicable.

Single paragraph. If it is presented jointly, the indication of the members by each of the parties may be included in the initial Application itself.

Art. 16. Within 5 (five) working days after the indication of availability, non-impairment, impartiality and independence of the appointed members, they will jointly indicate the third member, who will act as president of the Standing Committee.

Single paragraph. The Chairman of the Committee should preferably have legal training and experience in conducting self-composition methods of conflict resolution.

Art. 17. If any of the parties fails to appoint one of the members within the time limits set forth in the preceding articles or in the event that consensus is not reached between the members appointed by the parties, the appointment of the respective member will be incumbent upon the Board of Directors of CAMES, after collecting the respective fee.

Art. 18. When there are multiple parties to the contract, they will try to reach consensus for the joint nomination of all Committee members. In the event that there is no fruitful consensus in this regard, the CAMES Deliberative Council will appoint all the members of the Committee after payment of the respective fees.

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Art. 19. The parties may opt for the constitution of a Dispute Prevention and Resolution Body with the appointment of a single member who must be appointed by consensus, within a period of 30 (thirty) consecutive days, counted from the signature of the contract, or in any other period defined by the parties.

Single paragraph. If the parties do not reach a consensus within the period established in the caput , the provisions of article 17 of this Chapter shall apply.

Art. 20. In the event of non-compliance with its functions, the Deliberative Council may replace a member of the Committee, at the request of the parties.

§ 1 When a member of the Committee is replaced, the same rules for his appointment must be observed.


§ 2 Until the effective replacement, the members of the Committee must refrain from holding meetings or issuing statements, unless with the express agreement of the parties.

Art. 21. Any professional may be appointed, regardless of whether they are part of CAMES' professional staff, as long as they are capable, impartial, independent and have availability and technical knowledge about the object of the contract.

Single paragraph. In the event of not being part of CAMES' professional staff, the professional must sign a partnership contract with CAMES and observe the Chamber's Code of Ethics.

Art. 22. Once the member has been chosen, if the choice has not been made by consensus, the parties will be notified to express their opinion, within 5 (five) working days, regarding the existence of impediment or suspicion.

§ 1 In the event of suspicion or impediment, the nominee will have a period of 5 (five) business days to manifest itself.

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§ 2 CAMES, through its Deliberative Council, may remove at any time the member in a situation of impediment or suspicion.

§ 3 The person designated as a member has the duty to disclose to the parties, during the course of the procedure, any supervening fact or circumstance that may raise justified doubts regarding his or her impartiality to act in the conflict.

Art. 23. Unless otherwise agreed by the parties, no one can be appointed as a member of the Committee who:

I - is an employee of either party;

II - have a professional or financial relationship with the parties;

III - is a spouse, relative, consanguineous or similar, in a direct or collateral line, up to the third degree, of one of the parties;

IV - is a spouse, relative, consanguineous or similar, in a direct or collateral line, up to the third degree, of the lawyer or attorney of one of the parties;

V - participate in the governing body or administration of a legal entity that is a party to the dispute or of which it is a shareholder or partner;

VI - is a close friend or enemy of one of the parties;

VII - is a creditor or debtor of one of the parties or of their spouse, or even of their relatives, in direct or collateral line, up to the third degree;

VIII - receive advantages before or after the dispute has started, or advise any of the parties on the object of the dispute;

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IX - is interested, directly or indirectly, in the decision in favor of one of the parties; or

X - has an economic interest related to any of the parties or their lawyers, unless expressly agreed by them.

Single paragraph. Members are responsible for declaring, at any time, their eventual impediment and refusing their appointment, or resigning.

Art. 24. It is incumbent upon the CAMES Deliberative Council to resolve issues concerning the objection of Committee members or provide for their appointment when there is no consensus between the parties.

Single paragraph. It is also incumbent upon the Deliberative Council to take any necessary decision for the installation of a Committee, in case of difficulties of any nature, at the request of either party and previously hearing the other party, whenever possible.

Art. 25. Members must sign a Term of Acceptance and Declaration of Independence before starting their activities.

§ 1 The member is prevented, for a period of 1 (one) year, counting from the end of the work of the Committee, from acting in a mediation procedure, from advising, representing or sponsoring any of the parties, except in the case of installation of another Committee, with the consent of the parties.

§ 2 The members of the Committee may not act in judicial, arbitration or similar proceedings related to the controversy submitted to the Committee, whether in the capacity of arbitrator, expert, technical assistant, legal representative of the party or consultant, unless otherwise agreed by the parties or as a result of legal determination.

Section II

Institution of the Committees

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Art. 26. The Committee's initial term of action will be the moment from which the parties and members sign the Term of Constitution of the Dispute Prevention and Resolution Committee, ending when the final date of validity of the Agreement or at a later date , if so defined in the Term of Constitution of the Committee or by mutual agreement between the parties.

Art. 27. If the contract does not mention the type of Dispute Prevention and Resolution Committee to be constituted, it will be understood by the institution of a Hybrid Committee, permanent and composed of 3 (three) members.

Section III

Of the modalities of Committees

Art. 28. The Dispute Prevention and Resolution Committee by Review may provide informal assistance, issue Conclusion or issue Recommendation.


§ 1 Under the terms of this regulation, the Committee will act:

I - providing informal assistance: at the request of the parties or on their own initiative, as an aid to the parties to the contract, for the amicable settlement of conflict related to the contract;

II - issuing a Conclusion: at the request of the parties, the Committee must issue a Conclusion on the query submitted to it, of non-mandatory adoption; It is

III - issuing Recommendation: at the request of the parties, the Committee shall issue Recommendation on consultation relating to the dispute submitted to it, of non-mandatory adoption.

§ 2 The party that disagrees with the Committee's Recommendation must submit an objection to the Committee itself, with the respective grounds, within 10 (ten) working days from the respective receipt, and the other party must be informed.

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§ 3 If none of the parties objects, the Recommendation may have binding effect if so agreed by the parties and, in this case, its fulfillment must occur immediately.

§ 4 If either party fails to comply with the Recommendation that has become binding, the other party may request the institution of arbitration alleging the respective non-compliance.

§ 5 In cases where a challenge to the Recommendation has been presented or has not been accepted, in the event of absence of manifestation by Recommendation by the Committee within the established period or, even, of extinction of the Committee by joint decision of the parties, the controversy must be decided by arbitration.

Art. 29. The Dispute Adjudication Board may provide informal assistance, issue a Conclusion or issue a Decision.

§ 1 Under the terms of this regulation, the Committee will act:

I - providing informal assistance: at the request of the parties or on their own initiative, as an aid to the parties to the contract, for the amicable settlement of conflict related to the contract;

II - issuing a Conclusion: at the request of the parties, the Committee must issue a Conclusion on the query submitted to it, of non-mandatory adoption; It is

III - issuing a Decision: at the request of the Parties, the Committee shall issue a Decision on consultation relating to the dispute submitted to it, which must be adopted.

§ 2 Preferred Decisions are binding on the parties and must be immediately complied with.

§ 3 The Committee's Decision is binding as soon as it is received by the parties, regardless of the presentation of any objection.

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§ 4 If either party fails to comply with the Decision, the other party may request the institution of arbitration alleging the respective non-compliance.

§ 5 The party that disagrees with the Committee's Decision must submit a statement of disagreement or challenge to be forwarded to the Committee itself, the other party being informed within 10 (ten) working days from receipt of the Decision.

§ 6 In the event that a manifestation of disagreement or challenge to the Decision has been presented, in the event of the absence of a decision by the Committee within the prescribed period or, even, of extinction of the Committee by joint decision of the parties, the controversy will be decided by arbitration .

§ 7 In the cases mentioned in the previous paragraph, until a final solution is reached, the parties remain obliged to comply with the Committee's decision.

Art. 30. The Hybrid Dispute Prevention and Resolution Committee (Dispute Hybrid Board) may provide informal assistance, issue Conclusion, issue Recommendations or issue Decision pursuant to Articles 28 and 29.

CHAPTER V

TERM OF CONSTITUTION OF THE DISPUTE PREVENTION AND RESOLUTION COMMITTEE

Section I

Committee Constitution Term

Art. 31. The parties and members of the Dispute Prevention and Resolution Committee must sign the Instrument of Constitution, through which the Committee will be created.

Art. 32. The Term of Constitution of the Committee must contain, at least:

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I - full qualification, name, profession, marital status, address, headquarters and domicile of the parties and Committee members, telephone and email of the parties or their representatives for the purpose of receiving notifications, subpoenas and communications;

II - the identification of the contract that provides for the establishment of the Committee, with the characterization of its purpose;

III - the object of the term, which is the provision of services as a member of the Committee;

IV - amount of remuneration of Committee members (ordinary fees);

V - value of the remuneration of the Committee members for visiting the works (inspection or inspection fees), established by common agreement;

VI - the term of validity of the Term of the Committee, which must be linked to that of the contract;

VII - the language, rules of law, norms or principles applicable to the procedure by the Committee;


VIII - exemption from responsibility of Committee members, when exercising their duties as a member, except in cases of acts of bad faith;

IX - place where the activities of the Committee or the execution of the contract shall be carried out;

X - the Committee modality;

XI - the measures to be adopted for the protection of personal data, if any; It is

XII - the signature of 2 (two) witnesses.

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Art. 33. The Term of Constitution of the Committee may be terminated, at any time, by agreement of the parties, upon payment to the members of the Committee of an amount equivalent to 1 (one) month of ordinary monthly fees and any expenses incurred for the exercise of the activity, unless otherwise stipulated between the parties and the members of the Committee.

Art. 34. The member of the Committee may renounce his participation, provided that his resignation is communicated with a period of 2 (two) months in advance, unless otherwise agreed with the parties.

Section II

Of powers and duties

Art. 35. The Committee will have the following powers, if not otherwise agreed by the parties:

I - request the parties to send the documents they deem necessary for the smooth running of the Committee;

II - decide, on a final basis, procedural issues, always observing impartiality, neutrality and isonomy between the parties;

III - define the language to be adopted by the Committee in its manifestations, considering the language of the contract;

IV - call meetings, visits to works and hearings;

V - hear the parties, their representatives and witnesses listed in order to obtain clarifications;

VI - request the hiring of technical specialists or experts, at the expense of the parties, to assist in the resolution of the controversy;

VII - adopt measures to protect trade secrets and confidential information; It is

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VIII – adopt all the necessary measures for the smooth running of the Committee.

Art. 36. The duties of the Committee, among others, are the following:

I - act impartially, independently, neutrally and isonomically;

II - advise the parties, always jointly and informally, acting preventively when consulted;

III - encourage amicable composition between the parties;

IV - know technically the issues to be decided;

V - keep up to date with the main facts related to the works, based on the study of the documents sent by the parties;

VI - attend meetings, visits to works and hearings;

VII - be available, within a maximum period of 10 (ten) calendar days from the request submitted by the party, to hold meetings or visits to works that are not scheduled in the schedule;

VIII - issue a Conclusion, Recommendation or Decision within the established period;

IX - clearly, albeit succinctly, substantiate the Conclusion, Recommendation or Decision issued;

X - quickly and technically resolve disputes that may arise during the execution of the contractual scope, based on strict compliance with the contract entered into between the parties;

XI - act to protect the schedule and contractual scope of the individual interests of the parties;

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XII - encourage the solution of possible contractual disputes at the time of their emergence, avoiding the complications and costs associated with their extension in time; It is

XIII - collaborate with the preservation of the good contractual relationship between the parties.

Section III

Of the parties and attorneys

Art. 37. The parties and their attorneys-in-fact or appointed agents have the duty to keep the Committee informed about the progress of the work, works or execution of the contract and the occurrence of potential disputes, by sending the main contractual documents, monthly reports of progress, minutes of follow-up meetings, schedule control report, relevant correspondence exchanged between them, and the holding of meetings and visits to the works.

CHAPTER VI

OPERATION OF THE DISPUTE PREVENTION AND RESOLUTION COMMITTEE

Section I

Beginning of the procedure and application

Art. 38. The Committee will start its activities after each member and the parties have signed the Term of Constitution.

Single paragraph. Unless otherwise agreed by the parties, the Committee will terminate its activities upon receipt of notice from them, informing their joint decision of dissolution, or due to the expiration of the contract.

Art. 39. At the beginning of its activities, the Committee may consult the parties to establish a schedule or calendar of meetings and, depending on the type of contract, of visits to the places of its execution.

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§ 1 The frequency of meetings and scheduled visits must be sufficient to keep the Committee informed of the performance of the contract and of any potential litigation.

§ 2 The Committee may, by majority decision, call meetings and extraordinary visits, whenever it deems necessary.

Art. 40. After the creation of the Committee, the interested party may submit any dispute or controversy relating to the contract for appreciation through the Dispute Resolution Request, which must be submitted through the Pacto system, accompanied by the respective supporting documentation.

Art. 41. The Application must contain:

I - identification and qualification of the requesting party;

II - report of the facts that gave rise to the controversy;

III - supporting documentation of the allegations; It is

IV - the orders.

Single paragraph. The Request will be registered in the Pacto System for the knowledge of all members of the Committee and for the other party, the date of insertion in the system being considered for the purposes of establishing the beginning of the procedure.

Art. 42. The respondent may submit its Response within 10 (ten) business days of receipt of the Request, which must contain:

I - the identification and qualification of the defendant;

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II - report of the facts regarding the controversy presented by the opposing party;

III - supporting documentation of the allegations or objections; It is

IV - the requests.

Art. 43. The parties may, at any time, negotiate and reach an agreement regarding the dispute.

Art. 44. Upon communication to all parties, the Committee may ask any of them for clarification in relation to the Request or Response.

Single paragraph. The Committee may also request the supplementation of the documentation presented for the purpose of instructing the procedure.

Art. 45. The Committee may, at its discretion, designate a date for holding a clarification hearing, after receiving the Response from the respondent party or the clarifications provided for in article 44.


Art. 46. Committee members may request that the parties send periodic reports on the performance of the contract, including analyzes of any delays.

Section II

Meetings and visits

Art. 47. Any of the parties may request an urgent meeting or visit, as long as it is duly justified, indicating the items to be included on the agenda and attaching any documents related to the topics.

§ 1 The Committee members must accept said request as soon as possible and make efforts to be available for the meeting or visit within a maximum of 10 (ten) calendar days following the request.

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§ 2 The parties will inform the Committee on all matters in progress in the execution of the contract and will submit all matters subject to dissent that have been included in the agenda.

§ 3 The parties may suspend the discussion of items on the agenda, if they deem it possible to resolve them amicably after the meeting, and the Committee must be informed of the next meeting about its resolution or progress of the topic.

Art. 48. Committee members and representatives of the parties should preferably participate in all meetings and visits.

Single paragraph. If one of the parties does not attend any of the scheduled meetings or visits, the Committee will decide on holding the meeting or visit without the presence of the party in question, analyzing the justification presented via the Pact System, if any.

Art. 49. In the event that, exceptionally, one of the members is unable to attend any of the scheduled meetings or visits, it will be up to the Chairman of the Committee or, failing that, the other members of the Committee to decide on holding the meeting or visit without the presence of the missing member.

Art. 50. If a party unreasonably refuses to participate in the Committee's proceedings or at any stage thereof, or if it fails to appear, the Committee shall proceed, recording the refusal or absence.

Art. 51. As requested, the parties shall, during meetings and visits, provide the Committee with adequate workspace, with comfortable accommodation, means of communication, internet and printing, as well as other secretarial and technological resources suitable for the performance of its functions.

Single paragraph. At the request of the Committee, CAMES may provide a structure for holding an online meeting .

Art. 52. After each meeting and each visit to the place of performance of the Contract, the Committee will draw up a meeting minutes or visit report, in which the list of those present must be included.

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Art. 53. The Committee may, at any time, request the parties to submit additional clarifications, in writing, or supplementary documents.

Single paragraph. The Committee may also designate a date for the clarifications to be made orally, and all interested parties must be called.

Section III of informal assistance

Art. 54. The parties may jointly request the informal assistance of the Committee to avoid or resolve disputes that have not yet been formally submitted to the specific procedure.

Single paragraph. The Committee may, at its discretion, provide informal assistance on its own initiative.


Art. 55. Informal assistance may be given, orally or in writing, when the Committee visits the works or during any meeting between the parties and the Committee.

Art. 56. The request for informal assistance must be submitted by the parties at least 10 (ten) calendar days in advance, informing the Committee, at the appropriate time, of the matter and documents related to the object of the assistance.

Art. 57. Informal assistance provided by the Committee does not bind a future Decision or Recommendation of the Committee to be given.

Art. 58. The Committee may make verbal comments and, if requested by both parties, produce a rationale for the disagreement, and may also take any other initiative aimed at helping the parties to resolve the disagreement or avoid the conflict.

Section IV

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Art. 59. Unless otherwise agreed by the parties, the Chairman of the Committee shall process and order the hearing as follows:

I - presentation of the case, firstly, by the requesting party and then by the defendant party, with a maximum time set by the Committee;

II - indication of the Committee to the parts of the question that need further clarification;

III - clarifications by the parties of the questions presented by the Committee; It is

IV - response by each party to clarifications provided by the other, insofar as said clarifications have raised new questions.


Single paragraph. The hearing will be conducted in a respectful and informal manner and will also observe the following:

I - the Committee will consult the parties about the possibility of an agreement;

II - hearing of the witnesses, starting with those indicated by the requesting party and then by the defendant party;

III - the Committee, at its sole discretion, may question the parties and witnesses and request that the parties present additional documents and clarifications on issues discussed; It is

IV - the Committee may request, at its discretion, that the parties provide, in printed or digital form, the presentations used.

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Art. 60. The Committee may ask the parties to present a written summary of their final positions within a period of up to 10 (ten) business days after the hearing, if another period has not been defined by the Committee.

Art. 61. The Committee shall designate, in agreement with the parties, the clarification hearing within a maximum period of 10 (ten) business days from the submission of the Respondent's Response.

§ 1 If the parties cannot reach an agreement, the Committee will designate the date of the hearing.

§ 2 The Committee will define the location of the hearing, the costs being borne and advanced by the parties.

Art. 62. The parties must attend in person or through duly authorized representatives, provided they have competence in relation to the performance of the contract.

Single paragraph. The parties may be assisted by lawyers and service providers or their representatives.


Art. 63. The absence of one of the parties at the hearing, as long as it is duly called, will not prevent it from being held, unless the Committee justifiably decides otherwise.

Single paragraph. The Committee may reschedule a previously designated hearing provided that all participants are informed at least 5 (five) consecutive days in advance.

Art. 64. The Committee may issue a Decision or Recommendation at the hearing itself or later, subject to the terms of this Regulation.

Section IV

Decision or Recommendation

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Art. 65. The Decision or Recommendation will be issued within 15 (fifteen) business days, counted from the closing of the instruction.

§ 1 The Committee may extend the deadline for 10 (ten) working days.

§ 2 The said deadlines may be changed by agreement between the parties and the Committee.

Art. 66. The Decision or Recommendation must be written, dated, indicate the place where it was issued and contain:

I - the report of the controversy with the chronology of events;

II - summary of the applicant's reasons and the respondent's response;

III - the technical and contractual basis, supported by the documents presented by the parties and at the hearing, if it has taken place; It is

IV - the conclusion, by which the Committee resolves the controversy submitted to it.

Art. 67. The Decision or Recommendation shall be limited to the strict resolution of the dispute submitted by the parties to the Committee.

Single paragraph. Any Decision or Recommendation, or parts thereof, that are foreign to the dispute presented will be considered null and void, producing no effect.

Art. 68. The Decision or Recommendation will be deliberated by majority, with one vote for each member, including the Chairman of the Committee.

Single paragraph. If, for whatever reason, there is no majority vote, the vote of the Chairman of the Committee will prevail.

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Art. 69. In case of disagreement, the Committee member may present his Dissenting Vote in a separate Decision or Recommendation.

Single paragraph. Regardless of the Dissenting Vote on a dissenting Decision or Recommendation, the Committee's Decision or Recommendation will produce all its effects.

Art. 70. In the event of material error, omission, obscurity, doubt or contradiction in the Decision or Recommendation, the parties will have a period of 5 (five) business days, counted from the date of receipt, to formulate a request for clarification, which will interrupt the period for possible objection.

§ 1 On its own initiative, the Committee may correct any material or mere calculation error , or any similar errors found.

§ 2 the craft correction of the previous paragraph must be submitted to the knowledge of the parties within 5 (five) business days from the date of its amendment by the Committee .

§ 3 In the case of the previous paragraph , only after the period of 5 (working days) has expired will the deadlines related to the request for clarification by the parties run again.

Art. 71. Upon receiving the request for clarification, the Committee will summon the opposing party to manifest itself within 7 (seven) business days, after which the Committee will resolve within 10 (ten) business days.

CHAPTER VII

THE COSTS, EXPENSES AND FEES OF THE MEMBERS OF THE DISPUTE PREVENTION AND RESOLUTION COMMITTEE

Art. 72. The payment of the costs of the procedure for preventing and resolving disputes will be carried out in accordance with the Table of Fees of the Committee for the Prevention and Resolution of Disputes, which is an annexed and integral part of these Regulations.

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Art. 73. All CAMES fees, expenses incurring in the operation of the Committee and fees of the Dispute Prevention and Resolution Committee, its members and other professionals will be borne equally between the parties.

Art. 74. Unless otherwise provided, the contracted party shall monthly pay the full costs of CAMES and the fees of each member of the Dispute Prevention and Resolution Committee and shall include half of such expenses in the measurement of the contract, which shall be reimbursed by contracting party.

Art. 75. The Table of Fees (Annex) establishes the amounts owed to CAMES for the services of nominating a member of the Committee, decision of the Deliberative Council, nomination of other technical professionals and use of the Pacto System.

Single paragraph. The Table of Costs may be updated or changed at any time.

Art. 76. Expenses related to travel, transportation and accommodation for the Committee members, as well as the rental of equipment and a place to hold a hearing, when necessary, will be borne equally by the parties, who must anticipate them.

Art. 77. The fees of the members of the Committee will be fixed, in common agreement with the parties, in the Term of Constitution of the Committee.

Single paragraph. Unless otherwise agreed by the parties, members shall be treated equally and receive equivalent monthly fees.

Art. 78. The fees charged by CAMES and the fees of the Committee members will be paid, within the specified period, through a bank slip issued by CAMES Local.

Art. 79. In the event of non-payment, by any of the parties, of the fees due to CAMES, of the expenses or fees of the Committee members, within the time and in the amounts stipulated in the Term of Constitution of the Committee, the other party may advance the respective value in order to allow the

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continuity of the work of the Committee, proceeding with the settlement of accounts at the end of the procedure.

§ 1 The fee for using the Pacto System must be paid monthly until the 5th (fifth) business day after the month expired, until the dissolution of the Committee, with access to the system suspended in the event of default.

§ 2 If they wish to continue using the Pacto System after the dissolution of the Permanent or ad hoc Committee , to monitor the execution of the contract or the measures recommended or determined by the Committee, the parties must maintain the monthly payment of the fee for using the system.

Art. 80. The party that makes said payment, without this meaning novation or waiver of its rights, will be reimbursed by the defaulting party of all amounts it made, plus a fine of 10% (ten percent) and default interest of 1 % (one percent) per month, unless otherwise provided by the parties.

Art. 81. In the event of non-payment of expenses or fees of Committee members for more than 60 (sixty) calendar days, the Committee may suspend its services.

Art. 82. Suspension for non-payment cannot exceed 90 (ninety) consecutive days, after which the Committee will be dissolved and the Term of Constitution of the Committee will be considered resolved for all legal purposes, with the exception of overdue credit of its members.

CHAPTER VIII

FINAL PROVISIONS

Art. 83. The processes of the Dispute Prevention and Resolution Committee must be carried out in absolute secrecy, with members, parties and other participants in the process being prohibited from disclosing any information to which they have had access as a result of their participation in the procedure, unless expressly authorized by all parties or in case of court order.

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Single paragraph. The Decision or Recommendation will be admitted as evidence in any judicial or arbitration proceeding involving the parties, related to the dispute decided by the Committee.

Art. 84. CAMES is not responsible for any act or omission relating to the activities of the Committee.

Art. 85. In the event of a procedure involving a direct or indirect public administration entity, CAMES is authorized, by the parties and members, to disclose the existence of a Dispute Prevention and Resolution Committee, the name of the parties involved, the value of the contract and the entire content of the manifestations, unless expressly instructed otherwise by either party.

§ 1 In any case, CAMES is authorized, by the parties and members, to disclose to the control bodies the entire procedure of the Dispute Prevention and Resolution Committee, when requested.

§ 2 CAMES will not provide documents and information regarding the procedure at the request of third parties unrelated to the process, the parties being responsible, as provided by law, for disclosing additional information.

Art. 86. It will be incumbent upon the Dispute Prevention and Resolution Committee to interpret and apply these Regulations to specific cases, including filling any gaps.

Art. 87. Doubts and gaps resulting from the application of this Regulation, before the Committee is constituted, will be resolved by the CAMES Deliberative Council.


Art. 88. Five years after the completion of the procedure, all documents related to the dispute prevention and resolution procedure will be deleted, except for the Recommendations and Decisions issued.

Art. 89. This regulation was approved by the Executive Board of CAMES at a meeting held on 03/28/2023, coming into force on May 1, 2023.

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ATTACHMENT

CAMES Cost Table

Dispute Prevention and Resolution Committee (*Dispute Board*)

Member referral fee	BRL 3,000.00 (three thousand reais) for each nominated member
Member appeal decision fee	BRL 3,000.00 (three thousand reais) by decision on appeal
Fee for other CAMES Deliberative Council decisions	BRL 3,000.00 (three thousand reais) by decision
Fee for using the system Covenant	BRL 1,000.00 (one thousand reais) a month

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