

**ANNEX XIV - DEFINITIONS** 



### **DEFINITIONS**

1.1. For purposes of this NOTICE, CONTRACT and ANNEXES, unless clearly stated otherwise, all terms, sentences and expressions listed below, when used and written in capital letters or with initial capital letters, shall be understood and construed in accordance with the following meanings, and may be used both in their plural and singular forms, without this entailing any change to their meaning:

GRANTEE	The WINNING BIDDER to whom the object of the BIDDING PROCESS has been awarded, in accordance with the governing law and the NOTICE
PUBLIC ADMINISTRATION	with the governing law and the NOTICE.  Direct or indirect Public Government, federal, state, Federal District and municipal public administration bodies or entities.
ANNEXES	Set of documents making up an integral part of the NOTICE and the CONTRACT, as listed.
CONCESSION AREA	Area subject to commissioning by the CONCESSION CONTRACT, whose perimeters are described in ANNEX I.
INFRACTION NOTICE	Document containing the enforcement of contractual or regulatory penalties resulting from breaches verified during inspections carried out at the CONCESSION AREA, pursuant to the terms of the CONTRACT and ANNEXES, particularly those of ANNEX V.
В3	B3 S.A. – <i>Brasil, Bolsa e Balcão</i> , located in the Municipality of São Paulo, State of São Paulo, at Rua XV de Novembro, no. 275, which is responsible for rendering expert technical advisory and operational support services concerning procedures required for holding the Bidding Process.
DEPOSITARY BANK	FINANCIAL INSTITUTION authorized to render custodial financial services, pursuant to the terms of this CONTRACT and ANNEXES.
CONTROLLING BLOCK	The SPECIFIC PURPOSE COMPANY's shareholding group holding CONTROLLING power over the company.
CONCESSION ASSETS	Assets concerning the CONCESSION, pursuant to the CONTRACT and ANNEXES, whose ownership, custody, maintenance, upkeep and monitoring fall within the CONCESSIONAIRE's responsibility.
REVERTIBLE ASSETS	All CONCESSION ASSETS transferred to the CONCESSIONAIRE, or procured, deployed or built by it, and which are to be reverted and/or returned to the GRANTING AUTHORITY upon the CONTRACT's termination and pursuant to said CONTRACT's terms, for purposes of ensuring continuity of CONCESSION



	AREA operations.
	Consolles Administrative de Defens Francisco
CADE	Conselho Administrativo de Defesa Econômica (Administrative Council for Economic Defense).
	Cadastro Informativo dos Créditos não Quitados de
	Órgãos e Entidades Estaduais (Registry of Outstanding
	Credits of State Agencies and Entities) established
STATE CADIN	through State Law no.12.799/2008, and regulated
STATE GABIN	through State Decree no. 53.455/2008, where the
	names of individuals and legal entities with sums due to
	State of São Paulo Administration agencies and entities are recorded.
	Cadastro Estadual das Pessoas Jurídicas (State
	Registry of Legal Persons) who market products and by-
CADMADEIRA	products sourced from Brazil's native flora in the State
	of São Paulo, established through State Decree no.
	53.047/2008.
	Conselho Diretor do Programa Estadual de
CDPED	Desestatização do Estado de São Paulo (The State of São Paulo's Board of Directors at the State Privatization
	Program).
	Cadastro Estadual de Empresas Punidas (National
CEEP	Registry of Punished Corporations).
	Cadastro Nacional de Empresas Inidôneas e
CEIS	Suspensas (National Registry of Ineligible and
	Suspended Companies).
CNEP	Cadastro Nacional de Empresas Punidas (National
	Registry of Punished Companies).  Cadastro Nacional de Condenações Cíveis por Atos de
	Improbidade Administrativa e Inelegibilidade (National
CNIA	Registry of Civil Convictions for Acts of Administrative
	Improbity and Ineligibility).
	A commission composed of representatives of the
	GRANTING AUTHORITY, the CONCESSIONAIRE,
RETURN COMMISSION or COMMISSION	and where appropriate, the SUCCESSOR, with the task of overseeing the adoption by the CONCESSIONAIRE
RETURN COMMISSION OF COMMISSION	of the measures necessary for the RETURN OF THE
	PARKS and/or the TRANSFER OF THE
	CONCESSION, as defined in ANNEX X.
OPPOINT DIPPING COMMISSION COM	Commission in charge of receiving, examining and
SPECIAL BIDDING COMMISSION or CEL	appraising all Bidding process documents, in addition to
	carrying out BIDDING-related proceedings.  The State of São Paulo, represented by the STATE
GRANTING AUTHORITY	SECRETARIAT FOR INFRASTRUCTURE AND
	ENVIRONMENT.
	Legal relationship established by the State of São
	Paulo, by means of the STATE SECRETARIAT FOR
CONCECCION FOR LIGH OF THE BURL IS	INFRASTRUCTURE AND ENVIRONMENT, for
CONCESSION FOR USE OF THE PUBLIC ASSET or CONCESSION	purposes of commissioning activities that are the object of the CONTRACT to the SPECIFIC PURPOSE
	COMPANY, a private legal entity established by the
	GRANTEE for it to undertake said activities on its behalf
	and at its own risk, through the collection of REVENUE.



CONCESSIONAIRE	SPECIFIC PURPOSE COMPANY established by the WINNING BIDDER that signs the CONTRACT with the GRANTING AUTHORITY.
CONDEPHAAT	Conselho de Defesa do Patrimônio Histórico, Arqueológico, Artístico e Turístico do Estado de São Paulo (Council for the Defense of Historical, Archaeological, Artistic and Tourist Heritage of the State Of São Paulo).
ELIGIBILITY CONDITIONS	All documents and related requirements fulfilled and submitted by INTERNATIONAL BIDDING PROCESS no 02/2021 participants concerning Legal Eligibility, Tax and Labor Compliance, Technical Capacity and Economic-Financial Capacity, as set forth under the NOTICE.
CONPRESP	Conselho Municipal de Preservação do Patrimônio Histórico, Cultural e Ambiental da Cidade de São Paulo Municipal (Council for the Preservation of the Historical, Cultural and Environmental Heritage of the City of São Paulo).
CENTRALIZER ACCOUNT	Restricted transaction bank account held by the CONCESSIONAIRE, as set forth under ANNEX VII.
CONCESSION CONTRACT or CONTRACT	CONCESSION Contract FOR USE OF THE PUBLIC ASSET through which the GRANTING AUTHORITY awards the right to use the CONCESSION AREA throughout the CONCESSION TERM to the CONCESSIONAIRE, with the aim of making CONCESSION AREA-related investments as well as undertaking conservation, operation, maintenance and economic activities, and which shall include devising projects, carrying out construction works and investments, rendering services and economic operations and visitor activities, subject to all requirements specified in this CONTRACT and ANNEXES.
PERSONAL DATA CONTROLLER	Individual or legal entity governed by private or public law designated to be in charge of making decisions relating to the TREATMENT OF PERSONAL DATA, pursuant to the terms of Federal Law no. 13.709/2018.
CONTROL or CONTROLLER	Subject to the terms of art. 116 of Federal Law no. 6.404/1976, CONTROL means the right to:  (a) hold the majority of votes in corporate resolutions and the power to elect the majority of administrators or managers of another company, investment fund or supplementary pension entities, as the case may be; and  (b) effectively use its powers to run corporate activities and lead operations or managers of another company, investment fund or supplementary pension entities.



ACCREDITED BROKER	Brokerage company or distributor qualified by the Central Bank of Brazil and the <i>Comissão de Valores Mobiliários</i> (Brazilian Securities and Exchange Commission - CVM), being duly authorized to operate in the B3 – <i>Brasil, Bolsa, Balcão</i> , which, at the discretion of BIDDER(S), may be procured by BIDDER(S) to represent it(them) in all BIDDING-related deeds with the B3, as established in ANNEX XV.
PHYSICAL-EXECUTIVE SCHEDULE	Refers to the INTERVENTION PLAN's schedule to be submitted by the CONCESSIONAIRE, and which shall include in-depth information by means of initial, intermediate and final milestones for each signaled investment, in compliance with initial and final deadlines for the completion of construction works planned for therein, as set forth under the CONTRACT, and in particular, ANNEXES II and III.
PERSONAL DATA	Data concerning any identified or identifiable individual.
PARKS' RETURN	Act carried out by the CONCESSIONAIRE in which it returns to the GRANTING AUTHORITY the REVERTIBLE ASSETS, in the terms of ANNEX X.
DATE OF SIGNATURE	Data of signature of the CONTRACT, that is, [•].
SESSION DIRECTOR	B3 S.A. – <i>Brasil, Bolsa, Balcão</i> representative commissioned to run the PUBLIC SESSION on behalf of the SPECIAL BIDDING COMMISSION, pursuant to the terms of the NOTICE.
ELIGIBILITY DOCUMENTS	Documents to be included by the BIDDER in the Eligibility Envelope concerning Legal Eligibility, Tax and Labor Compliance, Technical Capacity and Economic-Financial Capacity requirements, as per the terms of the NOTICE.
DOE/SP	Diário Oficial do Estado de São Paulo (The State of São Paulo's Official Gazette).
NOTICE	The NOTICE of INTERNATIONAL BIDDING PROCESS no. [•]/[•], and all its ANNEXES.
INDIVIDUAL IN CHARGE	Individual appointed by the PERSONAL DATA CONTROLLER and by the PERSONAL DATA OPERATOR to liaise communications between the PERSONAL DATA CONTROLLER, PERSONAL DATA HOLDERS and the <i>Autoridade Nacional de Proteção de Dados</i> (The Brazilian National Data Protection Authority - ANPD).
ENVELOPE	Envelope gathering all contents relating to the BIDDER'S BID PRICE, BID BOND, and ELIGIBILITY DOCUMENTS required in this BIDDING PROCESS.
TRIGGERING EVENT	Any event, act or fact that certifiably triggers the CONTRACT's economic-financial imbalance and leads to recovery of economic-financial balance, corresponding to losses duly incurred by the CONCESSIONAIRE or the GRANTING AUTHORITY.
IMPACTING EVENTS	Any event that demonstrably results in economic and financial costs for the CONCESSION, under the conditions governed by this CONTRACT, and that constitutes a circumstance technically demonstrated by



FINANCIERS	the CONCESSIONAIRE that signals the impossibility of continuing the operation of the CONCESSION because the prices charged by the CONCESSIONAIRE for its CONCESSION AREA operations cannot be adjusted, up to a threshold suitable to generate the REVENUE required to ensure the economic and financial viability of the CONCESSION.  Commercial banks, development banks, multilateral organizations, export credit agencies, trustees, fund managers or other entities that provide financing to the
MAIN FINANCIER	CONCESSIONAIRE, or represent credit parties thereto.  Investors, commercial banks, development banks, multilateral organizations, export credit agencies, trustees, fund managers or any other separate organization, trade union or shareholder that holds the emerging rights to the Concession, under the terms of article 28-A of Federal Law no. 8.987/1995.  Currentee of full compliance with all abligations
GUARANTEE OR PERFORMANCE BOND	Guarantee of full compliance with all obligations pertaining to the CONTRACT, to be upheld by the CONCESSIONAIRE in benefit of the GRANTING AUTHORITY, in the sums and under the terms set forth in the CONTRACT.
ECONOMIC GROUP	The BIDDER'S or the CONCESSIONAIRE'S ECONOMIC GROUP is composed of associated, subsidiary and affiliated companies, under the terms of articles 1.097 and onwards of the Civil Code, and of article 243 of Federal Law no. 6.404/1976. Companies or investment funds that have officers, administrators, except for board members or shareholders (the latter having a stake of over 10%) or legal representatives in common, as well as those who rely economically or financially on another company or investment fund, are additionally deemed to constitute the ECONOMIC GROUP. Finally, companies or investment funds that are subject to the same overall framework, including sharing of general knowledge, governance and corporate policies.
LEGAL ELIGIBILITY	Legal documentation required to prove eligibility to transact with the PUBLIC ADMINISTRATION.
PERFORMANCE INDICATORS	Set of baselines that measure service standards rendered under this CONTRACT, and which, pursuant to the provisions of ANNEX IV, shall assist in determining the sum to be paid by the CONCESSIONAIRE to the GRANTING AUTHORITY.
FINANCIAL INSTITUTION	Any Central Bank of Brazil-accredited institution, or related entity, when it comes to a foreign institution, whose main or ancillary activity concerns collecting, intermediating or investing either its own or third party funds, whether in Brazilian or foreign currency, and custody of third party funds.



INTERFERENCES	Public or private urban, overhead, surface or underground facilities that may potentially interfere with or suffer direct or indirect interference due to activities under the CONCESSIONAIRE's responsibility.
INTERVENER	Any and all individuals, committees, companies or corporate groups, as designated by decree of the Governor of the State of São Paulo, in charge of carrying out CONCESSION interventions in order to ensure the provision of adequate service and the accurate compliance with the terms of this CONTRACT and governing law.
INTERVENTIONS	Comprises all public construction works, restoration activities, assembly of facilities or any other type of intervention regarding MANDATORY MINIMUM INVESTMENT sums, ADDITIONAL INVESTMENTS and NON-MANDATORY INVESTMENTS at the CONCESSION AREA.
INVENTORY	Inventory of assets, investments and construction works to be devised and kept up-to-date by the CONCESSIONAIRE throughout the CONCESSION TERM.
ADDITIONAL INVESTMENTS	Refers to all investments not originally provided for under the CONTRACT that the GRANTING AUTHORITY may require from the CONCESSIONAIRE, upon the corresponding respective economic-financial recovery.
MANDATORY MINIMUM INVESTMENTS	Refers to the minimum investments required by the CONCESSIONAIRE under the scope of the CONCESSION, and which shall be carried out pursuant to ANNEXES II and III.
NON-MANDATORY INVESTMENTS	Comprises investments that are not required within the scope of the CONCESSION, which are to remain at the CONCESSIONAIRE's sole discretion and undertaken at its own risk, subject to the provisions of Clauses 5.2 and 10.3.
IPC/FIPE	Índice de Preços ao Consumidor, Fundação Instituto de Pesquisas Econômicas (Consumer Price Index, Institute of Economic Research Foundation).
ENVIRONMENTAL PERMITS	Administrative acts approving the enterprise or activity to be set up in a specific location as well as its respective operations, in accordance with all applicable legislation and specifications provided for under the approved plans, programs and projects/designs, including environmental control measures and further.
BIDDING PROCESS	INTERNATIONAL BIDDING PROCESS no. 02/2021, carried out by the GRANTING AUTHORITY for purposes of selecting the CONCESSIONAIRE to execute the object of the CONCESSION.
BIDDER	Separate company or companies, funds and/or entities jointed together in a consortium and participating in the BIDDING PROCESS.
WINNING BIDDER	BIDDER declared the winner for having submitted the best ranked proposal and fulfilled all NOTICE



	requirements, to whom the object of the BIDDING
	PROCESS shall be awarded.
B3 PROCEDURES MANUAL	ANNEX setting forth all guidelines, rules and document templates for procedures concerning the provision of the BID BOND, operating procedures, as well as any other proceedings concerning the B3-supervised BIDDING PROCESS to be held.
INSPECTION FEES	Sum resulting after applying a 0,5% (zero point five percent) aliquot on the REVENUE earned by the CONCESSIONAIRE, to be paid to the GRANTING AUTHORITY, pursuant to the terms of ANNEX VII.
PERSONAL DATA OPERATOR	Individual or legal entity governed by public or private law in charge of running the TREATMENT OF PERSONAL DATA, on behalf of the PERSONAL DATA CONTROLLER.
FIXED GRANT	Sum set forth in the BID PRICE submitted by the CONCESSIONAIRE during the bidding proceedings, and which the GRANTEE paid to the GRANTING AUTHORITY as a condition for signing the CONTRACT.
VARIABLE GRANT	Sum to be paid by the CONCESSIONAIRE, under the terms of ANNEX VII, estimated at 2,5% (two point five percent) of the REVENUE earned by the CONCESSIONAIRE, and due as from the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET as a price for the CONCESSION, as provided for under the CONTRACT, whereas the percentage owed may vary in accordance with the method described in ANNEX IV.
OMBUDSMAN	Platform to be provided by the CONCESSIONAIRE for PARK USERS to submit negative feedback, suggestions and complaints regarding the provision of an ADEQUATE SERVICE.
PARKS	Parks Dr Fernando Costa (Água Branca), Cândido Portinari and Villa-Lobos, as perimeters defined in ANNEX I.
PARTIES	The GRANTING AUTHORITY and the CONCESSIONAIRE
RELATED PARTIES	Regarding the CONCESSIONAIRE, applies to any individual comprising its ECONOMIC GROUP, in addition to any and all individuals deemed as such by current accounting standards.
DEMOBILIZATION PLAN	Document to be drafted by the CONCESSIONAIRE and submitted to the GRANTING AUTHORITY's approval, which shall describe how the CONCESSIONAIRE will decommission its activities upon termination of the CONCESSION, so as to enable a potential reversal of REVERSIBLE ASSETS and ensure an ongoing and adequate rendering of activities deemed suitable by the GRANTING AUTHORITY.
PLAN FOR MANAGEMENT AND OPERATION	Plan to be submitted by the CONCESSIONAIRE, pursuant to the terms of ANNEX II.
INTERVENTIONS PLAN	Plan to be submitted by the CONCESSIONAIRE and to account for all INTERVENTIONS, pursuant to the terms



	of the CONTRACT, ANNEX II and ANNEX III.
INSURANCE PLAN	Document to be drafted by the CONCESSIONAIRE, which is to include a list of all mandatory insurance policies specified in the CONTRACT and ANNEXES, and whose policies shall be valid and in effect throughout the entire CONCESSION TERM, in addition to potentially being subject to review under the terms of the CONTRACT.  The PARKS' technical documents setting forth, among
MANAGEMENT PLAN	other things, zoning and standards that regulate the use of the PARKS' grounds and management of their natural resources.
TRANSACTION POLICY WITH RELATED PARTIES	Document drafted and approved by the CONCESSIONAIRE's administrative bodies, which shall include all rules and conditions for future transactions between the CONCESSIONAIRE and its RELATED PARTIES, as set forth in this CONTRACT.
CONCESSION TERM	The term of 30 (thirty) years, effective the date of signature of the TERM OF DELIVERY OF THE PUBLIC ASSET.
BID PRICE or PRICE PROPOSAL	Proposal that submitted the FIXED GRANT amount for undertaking the object of the CONCESSION, as regulated under the NOTICE.
ECONOMIC-FINANCIAL CAPACITY	Documentation required to prove economic-financial capacity for purposes of transacting with the PUBLIC ADMINISTRATION.
TECHNICAL CAPACITY	Documentation required to prove technical capacity for purposes of transacting with the PUBLIC ADMINISTRATION.
REVENUE	Relates to all gross amounts collected by the CONCESSIONAIRE, whether stemming from direct or indirect activities rendered, and which are intrinsic to operating the CONCESSION.
TAX AND LABOR COMPLIANCE	Attribute resulting from the submission and approval of documentation required to prove tax and labor compliance needed for transacting with the PUBLIC ADMINISTRATION.
ACCREDITED REPRESENTATIVE	Representatives duly authorized by the BIDDER to undertake any and all deeds on behalf of the BIDDER during PUBLIC SESSIONS and in all of this BIDDING PROCESS' stages.
TECHNICAL SUPERVISOR	Legal entity appointed by the CONCESSIONAIRE by means of direct or indirect association, and which shall be empowered to represent it during GRANTING AUTHORITY-held inspection activities.
INDEPENDENT RAPPORTEUR	A legal entity that may, at the discretion of PARTIES, be contracted to prepare the reports that are the object of ANNEX X. and shall comply with the provisions in ANNEX X.
PHOTOGRAPHIC REPORT AND DESCRIPTIVE MEMORANDUM	Document to be drafted by the CONCESSIONAIRE and approved by the GRANTING AUTHORITY within the deadline set in this CONTRACT, and which shall bring an in-depth assessment of current facilities, public



	amenities, assets, aquatic species present in the
	aquarium and animals existing in the Dr. Fernando Costa Park and constructions or buildings within the CONCESSION AREA, whose direct ownership and control shall be transferred to the CONCESSIONAIRE throughout the CONCESSION TERM.
EXTRAORDINARY REVIEW	Review of the CONTRACT at the request of the CONCESSIONAIRE or based on an official act issued by the GRANTING AUTHORITY through the STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT, with the aim of adjusting it to amendments, changes, or conditions that may affect the performance of the contract in accordance with the terms of the CONTRACT, as well as restoring its economic and financial balance, which shall only apply to exceptional circumstances provided for in the CONTRACT, if it is not possible to address the matter through an ORDINARY REVIEW.
ORDINARY REVIEW	Review of the CONTRACT undertaken every four years, effective the date of signature of the TERM OF DELIVERY OF THE PUBLIC ASSET, aimed at adjusting the PERFORMANCE INDICATORS, COSTS, INSURANCE PLAN and any other CONCESSION-set condition to amendments verified during this time, as provided for under Twenty-Nine of the CONTRACT.
STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT or SIMA	A Secretaria de Estado de Infraestrutura e do Meio Ambiente do Estado de São Paulo (State Secretariat for Infrastructure and Environment of the State of São Paulo).
ADEQUATE SERVICE	Any and all service that fulfills compliance, continuity, efficiency, safety, up-to-dateness, generality and courtesy requirements, pursuant to best practice standards and employing all means and resources to attain them in accordance with standards and procedures established in this CONTRACT, corresponding to those determined by the GRANTING AUTHORITY.
PUBLIC SESSION	On-site public session held to collect ENVELOPES and undertake additional BIDDING -related activities.
SPECIFIC PURPOSE COMPANY or SPE	A joint-stock company established under Brazilian law with the specific purpose of rendering services that are the object of this CONCESSION.
TRANSFER CONTROL REQUEST	Request made by the CONCESSIONAIRE, subject to the GRANTING AUTHORITY's prior consent, to TRANSFER OF CONTROL of the SPE.
SUBCONTRACTOR	Third party secured at the CONCESSIONAIRE's own expense and risk to undertake CONCESSION-related services.
SUCCESSOR	The Concessionaire that won the concluded bidding process, and whose object is, whether in whole or in part, the CONCESSION AREA or a Public Administration body or entity that is the successor to the original CONCESSIONAIRE.



TERM OF DELIVERY OF THE PUBLIC ASSET	Document signed by both PARTIES making transfer of direct ownership and controlling interest over the CONCESSION AREA official, thus enabling the CONCESSIONAIRE's start of operations and additionally relating to the start date of the CONCESSION TERM, under the terms of the CONTRACT.
INSPECTION TERM	Document bringing records of any and all potential occurrences verified during inspections undertaken at the CONCESSION AREA, which the GRANTING AUTHORITY is to submit to the CONCESSIONAIRE, under the terms of the CONTRACT.
PERMIT OF USE	Permit of use no. 03/2020/GS, which regulates the permission to use the "Roda Gigante de Observação" (Observation Ferris Wheel), ANNEX XVI.
FINAL ACCEPTANCE CERTIFICATE	Document issued upon termination of the CONCESSION, provided all conditions set forth under the PROVISIONAL ACCEPTANCE CERTIFICATE are met, or in case any potential indemnifications are borne with.
PROVISIONAL ACCEPTANCE CERTIFICATE	Document to be issued by the GRANTING AUTHORITY, which is to convey current conditions of all REVERTIBLE ASSETS, describing the terms for their acceptance and any potential need for amendments or replacements, under the CONCESSIONAIRE's responsibility.
PERSONAL DATA HOLDER	Individual to whom the PERSONAL DATA subjected to TREATMENT refers to.
TRANSFER OF SHAREHOLDING CONTROL	Any change in corporate organization, amendment made to any shareholders' agreement or any other operation that, according to the current legislation, results in the transfer of the CONCESSIONAIRE's direct CONTROL, subject to the provisions of Federal Law no. 6.404/1976.
TREATMENT OF TREATMENT OF PERSONAL DATA	Any and all operations carried out using personal data, such as those relating to collecting, producing, receiving, ranking, using, accessing, replicating, transmitting, distributing, processing, filing, storing, removing, assessing or controlling information, amendments, communications, transfers, broadcasts or extractions.
TRANSFER OF THE CONCESSION	The transfer of the CONCESSION to the SUCCESSOR, observing the terms in ANNEX X.
ARBITRATION COURT	Arbitration court used to settle any and all disputes subject to arbitration, pursuant to the terms of Clause 59.1.
CASH GENERATING UNITS or CGU	Asset or group of assets commercially operated with the aim of generating REVENUE.
USERS	Any individual who visits the CONCESSION AREA.
ESTIMATED CONTRACT VALUE	Estimated value of the sum of investments and FIXED GRANT, pursuant to Clause Nine of the CONTRACT.



INDEPENDENT RAPPORTEUR	Company secured by the CONCESSIONAIRE, whose duties and minimum qualifications are provided for in the CONTRACT.
TECHNICAL VISIT	Visit made to the CONCESSION AREA with the intent of enabling the interested party to collect technical information and additional information deemed relevant to devise its BID PRICE.