UNIVERSIDADE DE SÃO PAULO

CONTRACT

SEI Process No. 154.00011205/2025-41

Contract No. 21/2025 - ABCD USP

CONTRACT BETWEEN THE UNIVERSITY OF SÃO PAULO, THROUGH THE AGENCY OF LIBRARIES AND DIGITAL COLLECTIONS, AND THE COMPANY PSYCHOANALYTIC ELECTRONIC PUBLISHING, INC, FOR THE PURPOSE OF CONTRACTING THE SERVICE OF ACCESS TO THE PSYCHOANALYTIC ELECTRONIC PUBLISHING DATABASE - PEP WEB.

THE UNIVERSITY OF SÃO PAULO, through the AGENCY FOR LIBRARIES AND DIGITAL COLLECTIONS – ABCD, registered with the CNPJ under No. 63.025.530/0115-72, located at Praça do Relógio Street, 109 – Block L – Ground Floor, Cidade Universitária, São Paulo, São Paulo, hereby represented by its President Professor Paulo Martins, by delegation of authority, pursuant to Ordinance GR No. 8321/2024 and subsequent amendments, hereinafter referred to as the CONTRACTING PARTY, and, on the other hand, the company **Psychoanalytic Electronic Publishing, In.** headquartered at **33801 Blessington Ln, San Juan Capistrano, CA 92675-4958 USA**, represented in accordance with its bylaws and hereinafter referred to simply as CONTRACTED PARTY, in compliance with the provisions of article 74, item I, of Law No. 14,133, of April 1, 2021, State Decree No. 68,304, of January 9, 2024, other applicable laws and regulations referred to in this contract, in force within the scope of the University of São Paulo, hereby agree to enter into this Contract, subject to the following terms and conditions.

FIRST CLAUSE – PURPOSE

1.1. The purpose of this instrument is to contract the service of ACCESS TO THE PSYCHOANALYTIC ELECTRONIC PUBLISHING DATABASE - PEP WEB, under the conditions established in the Terms of Reference.

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1.2. Purpose of the contract:

SPECIFICATION	CATSER	QTY/ UNIT	AMOUNT (USD)	AMOUNT [1] (BRL)
Access service to the PEP Web database - Psychoanalytic Electronic Publishing	27502	1/ Unit (12 months of access)	12,690.00	76.140,00
TOTAL				**76.140,00**

[1] using the (estimated) exchange rate of BRL 6.00

1.3. The following are linked to this contract, regardless of transcription:

1.3.1. Technical justification for unenforceability No. 18/2025– ABCD USP;

1.3.2. The Reference Term;

1.3.3. The commercial proposal dated **09/30/2025**;

1.4. Any attachments to the above documents.

SECOND CLAUSE – TERM AND EXTENSION

2.1. The term of the contract is 12 (twelve) months from the date of signing, extendable for up to 10 (ten) years, in accordance with articles 106 and 107 of Law No. 14,133, of 2021.

THIRD CLAUSE – CONTRACTUAL EXECUTION AND MANAGEMENT MODELS

3.1. The contractual execution regime, management and execution models, as well as the deadlines and conditions for completion, delivery, observation, and receipt of the object are outlined in the Terms of Reference, attached to this Contract.

FOURTH CLAUSE – SUBCONTRACTING

4.1. Subcontracting of the contractual object shall not be permitted.

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FIFTH CLAUSE – AMOUNT

5.1. The total estimated value of the contract is BRL 77,662.80 (seventy-seven thousand, six hundred and sixty-two reais and eighty cents), plus applicable taxes in accordance with current legislation.

5.1.1. The exchange rate used to convert dollar amounts to Brazilian reais was estimated at BRL 6.00, with the final amount to be determined when the international bank transfer is made to the CONTRACTED PARTY.

5.1.2. The above amount includes all ordinary direct and indirect expenses arising from the performance of the object, including applicable taxes, social security, labor, social security, tax, and commercial charges, administration fees, cargo, insurance, and other expenses necessary for the full performance of the object of the contract.

5.1.3. The amount stipulated for the service also includes all necessary local support expenses, sending statistics, in-person and/or online training to be defined by the CONTRACTING PARTY, according to a schedule to be presented by the CONTRACTED PARTY, and any other service related to the supply of material, including travel, if necessary.

SIXTH CLAUSE - PAYMENT

6.1. The deadline for payment to the CONTRACTOR and other related conditions are defined in the Terms of Reference, attached to this Contract, in accordance with the provisions of Ordinance GR No. 8249/2023.

SEVENTH CLAUSE – ADJUSTMENT

7.1. The prices initially agreed upon are fixed and non-adjustable for a period of 12 months from the date of the estimated quote, on **September 30, 2025**.

7.2. After a one-year interval, and regardless of any request by the **CONTRACTED PARTY**, the initial prices will be adjusted by the **CONTRACTING PARTY** applying the **FIPE ICP** (Consumer Price Index-CPI) exclusively to obligations that began and were completed after the occurrence of the annuity.

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7.2.1.1. In the event of the above, the relevant amount(s) shall be adjusted according to the following formula:

R = Po. [(IPC / IPCo) - 1]

Where:

R = adjustment installment;

Po = initial contract price in the period when prices are set, or contract price in the month when the last adjustment was applied;

IPC / IPCo = **FIPE IPC variation** - Consumer Price Index, occurring between the price reference month, or the month of the last adjustment applied, and the month of application of the adjustment.

7.3. In adjustments after the first, the minimum interval of one year shall be counted from the financial effects of the last adjustment.

7.4. In the event of delay or non-disclosure of the adjustment index, the **CONTRACTING PARTY** shall pay the **CONTRACTED PARTY** the amount calculated by the last known variation, settling the corresponding difference as soon as the definitive index is disclosed.

7.5. In the final assessments, the index used for adjustment shall be, mandatorily, the definitive one.

7.6. If the index established for adjustment is extinguished or can no longer be used in any way, it shall be replaced by whatever is determined by the legislation then in force.

7.7. In the absence of legal provisions regarding the substitute index, the parties shall elect a new official index for adjusting the remaining price by means of an addendum.

7.8. The adjustment shall be made by means of an addendum.

EIGHTH CLAUSE - CONTRACTING PARTY OBLIGATIONS

8.1. The CONTRACTING PARTY´s obligations are as follows:

8.1.1. Require compliance with all obligations assumed by the CONTRACTED PARTY, in accordance with the contract and its annexes.

8.1.2. Receive the object within the deadline and conditions established in the Terms of Reference.

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8.1.3. Notify the CONTRACTED PARTY, in writing, of any flaws, defects, or inaccuracies found in the object supplied, so that it may be replaced, repaired, or corrected, in whole or in part, at its expense.

8.1.4. Monitor and supervise the performance of the contract and the fulfillment of obligations by the CONTRACTED PARTY, designating the person(s) responsible for monitoring the performance of the contract and also for contacts with the CONTRACTED PARTY.

8.1.5. Make payment to the CONTRACTED PARTY of the amount corresponding to the implementation of the object, within the term, form, and conditions established in this Contract and in the Terms of Reference.

8.1.6. Apply to the CONTRACTED PARTY the penalties provided for by law and in this Contract.

8.1.7. Explicitly issue a decision on all requests and complaints related to the execution of this Contract, except for requests that are manifestly irrelevant, merely dilatory, or of no interest to the proper execution of the contract.

8.1.7.1. The Administration shall have a period of thirty (30) days from the conclusion of the application review to decide, with the possibility of a justified extension for an equal period.

8.1.8. Respond to any requests for the restoration of economic and financial balance made by the CONTRACTED PARTY within a maximum period of thirty (30) days from the conclusion of the application review, with the possibility of a justified extension for an equal period.

8.1.9. Notify the issuers of the guarantees regarding the initiation of administrative proceedings to investigate non-compliance with contractual clauses, if applicable.

8.1.10. The Administration shall not be liable for any commitments made by the CONTRACTED PARTY to third parties, even if related to the performance of the contract, nor for any damage caused to third parties as a result of acts by the CONTRACTED PARTY, its employees, agents, or subordinates.

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NINTH CLAUSE – CONTRACTED PARTY OBLIGATIONS

9.1. The CONTRACTED PARTY shall comply with all obligations contained in this Contract and its annexes, assuming as exclusively its own the risks and expenses arising from the proper and perfect execution of the object, also observing the obligations *set forth below:*

9.1.1. Maintain a representative accepted by the Administration to represent it in the execution of the contract.

9.1.1.1. The CONTRACTED PARTY may refuse the appointment or maintenance of the CONTRACTING PARTY representative if it is duly justified, and another representative must be appointed to perform the activity.

9.2. Comply with the regular determinations issued by the contract supervisor or higher authority (Art. 137, II) and provide any clarification or information requested by them.

9.3. Allocate the necessary employees to fully comply with the clauses of this contract, with adequate qualifications and knowledge, providing the required materials, equipment, tools, and utensils, whose quantity, quality, and technology must comply with good technical recommendations and applicable legislation.

9.4. Repair, correct, remove, rebuild, or replace, at its own expense, in whole or in part, within the period set by the contract supervisor, any services in which defects, flaws, or inaccuracies resulting from the execution or the materials used are found.

9.5. Be liable for defects and damages resulting from the implementation of the object, in accordance with the Consumer Protection Code (Law No. 8,078, of 1990), as well as for any damage caused to the Administration or third parties, without reducing this liability to the supervision or monitoring of the contract execution by the CONTRACTING PARTY, who shall be authorized to deduct from the payments due or from the guarantee, if required in the notice, the amount corresponding to the damages suffered.

9.5.1. Be responsible for complying with the obligations outlined in Contracts, Conventions, Collective Bargaining Contracts, or equivalents for the categories covered by the contract, for all labor, social security, tax, and other obligations provided for in specific legislation, whose non-compliance does not transfer responsibility to the CONTRACTING PARTY.

9.5.2. Notify the Contract Supervisor within 24 (twenty-four) hours of any abnormal occurrence or accident that occurs at the service location.

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9.5.3. Provide all clarification or information requested by the CONTRACTING PARTY or its representatives, ensuring them access, at any time, to the work site, as well as to documents related to the execution of the project.

9.5.4. Halt, at the CONTRACTING PARTY request, any activity that is not being performed in accordance with good practice or that jeopardizes the safety of persons or property of third parties.

9.5.5. Promote the safekeeping, maintenance, and surveillance of materials, tools, and everything else necessary for the execution of the object during the term of the contract.

9.5.6. Conduct work in strict compliance with the relevant legislation, complying with the requirements of the Public Authorities, always keeping the work site clean and in the best conditions of safety, hygiene, and discipline, when applicable.

9.5.7. Submit in advance, in writing, to the CONTRACTING PARTY, for review and approval, any changes in the executive methods that deviate from the specifications of the descriptive memorial or similar instrument, when applicable.

9.5.8. Not to allow the employment of any minor under the age of sixteen, except as an apprentice for those over fourteen, nor to allow the employment of minors under the age of eighteen in night work, dangerous or unhealthy work, where applicable.

9.5.9. Maintain throughout the term of the contract, in accordance with the obligations assumed, all conditions required for qualification in direct contracting.

9.5.10. Comply, throughout the entire contract period, with the job reservations provided for by law for persons with disabilities, persons rehabilitated by Social Security, or apprentices, as well as the job reservations provided for in the legislation.

9.5.11. Prove the reservation of positions referred to in the above clause, within the period set by the contract supervisor, indicating the employees who filled the aforementioned vacancies.

9.5.12. Maintain confidentiality regarding all information obtained as a result of the performance of the contract.

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9.5.13. Bear the burden arising from any error in the quantification of its proposal, including variable costs arising from future and uncertain factors, and supplement them if the initial proposal is not satisfactory for the fulfillment of the contract, except when any of the events listed in.

9.5.14. Comply with the CONTRACTING PARTY's safety standards, in addition to the legal requirements in force at the federal, state, or municipal level.

9.5.15. Not to hire, during the term of the contract, a spouse, partner, or relative in a direct line, collateral line, or by affinity, up to the third degree, of a CONTRACTING PARTY manager, public agent who performs a function in the contract or who acts in the supervision or management of the contract, pursuant to article 48, sole paragraph, of Law No. 14,133, of 2021.

TENTH CLAUSE – OBLIGATIONS RELATED TO THE LGPD

10.1. The parties shall comply with Law No. 13,709, of August 14, 2018 (LGPD), regarding all personal data to which they have access as a result of the tender or any administrative contract that may be signed, from the submission of the proposal in the contracting procedure, regardless of any express declaration or acceptance.

10.2. The data obtained may only be used for the purposes that justified its access and in accordance with good faith and the principles of article 6 of the LGPD.

10.3. Sharing data obtained with third parties is prohibited, except in cases permitted by law.

10.4. The CONTRACTING PARTY shall be informed within five (5) business days of all subcontracting contracts signed or to be signed by the CONTRACTED PARTY.

10.5. Once the data has been processed in accordance with article 15 of the LGPD, the CONTRACTED PARTY is required to delete it, except in the cases provided for in article 16 of the LGPD, including those in which it is necessary to keep documentation for the purpose of proving compliance with legal or contractual obligations and only for as long as these obligations are not time-barred.

10.6. It is the CONTRACTED PARTY's duty to guide and train its employees on the duties, requirements, and responsibilities arising from the LGPD.

10.7. The CONTRACTED PARTY shall require sub-operators and subcontractors to comply with the duties of this clause, remaining fully responsible for ensuring its observance.

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10.8. The CONTRACTING PARTY may take steps to verify compliance with this clause, and the CONTRACTED PARTY shall promptly respond to any requests for proof made.

10.9. The CONTRACTED PARTY shall provide, within the period set by the CONTRACTING PARTY, which may be extended for justified reasons, any information regarding personal data for compliance with the LGPD, including any disposal carried out.

10.10. Databases formed from administrative contracts, notably those that propose to store personal data, must be maintained in a controlled virtual environment, with individual traceable records of processing carried out (LGPD, art. 37), with each access, date, time, and record of the purpose, for accountability in the event of any omissions, deviations, or abuses.

10.10.1. These databases must be developed in an interoperable format to ensure the reuse of this data by the CONTRACTING PARTY in the cases provided for in the LGPD.

10.11. The contract is subject to change in procedures of the personal data processing, when indicated by the competent authority, especially the ANPD, through technical opinions or recommendations, edited in the form of the LGPD.

10.12. The contracts and contracts referred to in § 1 of art. 26 of the LGPD must be communicated to the national authority.

ELEVENTH CLAUSE - PERFORMANCE GUARANTEE

11.1. No guarantee of contractual performance shall be required.

TWELFTH CLAUSE – VIOLATIONS AND ADMINISTRATIVE SANCTIONS

12.1. In accordance with the provisions of USP Resolution No. 8548/2023, which forms part of this Contract and is available in full at the following address: http://www.leginf.usp.br, the CONTRACTED PARTY commits an administrative infraction if it engages in any of the acts provided for in article 155 of Law No. 14,133, of 2021, namely:

a) cause partial non-performance of the contract;

b) cause partial non-performance of the contract that causes serious damage to the Administration or to the functioning of public services or to the collective interest;

c) cause total non-performance of the contract;

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d) cause a delay in the performance or delivery of the object of the contract without a justified reason;

e) submitting false documentation or making false statements during the performance of the contract;

f) committing fraud in the performance of the contract;

g) misbehaving or committing fraud of any kind;

h) committing a harmful act as provided for in article 5 of Law No. 12,846, of August 1, 2013.

12.2. The CONTRACTED PARTY that commits any of the infractions listed in the previous sub-items shall be subject, without prejudice to civil and criminal liability and the termination of the contractual instrument, with the right to a full defense (Art. 24 - State Decree No. 68,304, of January 9, 2024), to the following sanctions:

i. Warning, when it causes partial non-performance of the contract, whenever the imposition of a more severe penalty is not justified;
ii. Fines, applied and calculated in accordance with USP Resolution No. 8548/2023;
iii. Prevention from bidding and contracting, when the conduct described in items “b,” “c,” and “d” of the sub-item above this Contract is practiced, whenever the imposition of a more severe penalty is not justified;

12.2.1. Declaration of ineligibility to bid and contract, when the conduct described in items “e,” “f,” “g,” and ‘h’ of the sub-item above of this Contract is practiced, as well as in items “b,” “c,” and “d,” which justify the imposition of a more severe penalty.

12.2.2. Fines will be imposed in accordance with the provisions of USP Resolution No. 8548/2023.

a) The penalty, which is intended to compel the CONTRACTED PARTY to comply with a breached ancillary obligation, is applicable when the breach of contract impairs the performance of the main obligation.

a.1) the penalty will be 2% (two percent) plus the following proportion, depending on how long the non-compliance continues:

I. up to the 30th (thirtieth) day – 0.1% (one tenth of a percent) per day;
II. from the 31st (thirty-first) day onwards – 0.2% (two tenths of a percent) per day.

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a.2) the penalty will be calculated based on the contracted value of the goods supplied or services provided/performed during the measurement period in which the violation occurred, and may not exceed 30% of that value.

b) The late payment penalty shall apply when the CONTRACTED PARTY, without prior justification, causes a failure to meet the delivery or execution deadline.

b.1) the late payment penalty, calculated on the amount of the obligation fulfilled in arrears, shall be 2.0% (two percent) plus the following proportion, depending on the length of the delay:

I. up to the 30th (thirtieth) day – 0.2% (two tenths of a percent) per day;

II. from the 31st (thirty-first) day onwards – 0.4% (four-tenths of a percent) per day.

b.2) the late payment penalty shall not exceed 30% (thirty percent) of the obligation fulfilled in arrears, and its application shall not prevent the Administration from converting it into a penalty for non-performance and promoting the unilateral termination of the contract with the cumulative application of other penalties provided for in USP Resolution No. 8548/2023.

c) A fine for total or partial non-performance of the contract, in the amount of 30% (thirty percent) of the value of the unfulfilled obligation, will be applied when the CONTRACTOR is responsible for the non-performance of the contract under the agreed conditions and there is no interest in receiving the obligation in default.

12.3. The application of the penalties provided for in this Contract does not, under any circumstances, exclude the obligation to fully repair the damage caused to the CONTRACTING PARTY.

12.4. All penalties provided for in this Contract may be applied cumulatively with the fine.

12.4.1. Before the fine is imposed, the interested party shall be allowed to defend themselves within fifteen (15) business days from the date of notification.

12.4.2. If the fine imposed and the applicable compensation exceed the amount of any payment owed by the CONTRACTING PARTY to the CONTRACTED PARTY, in addition to the loss of that amount, the difference shall be deducted from the guarantee provided or shall be collected through legal action.

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12.4.3. Before referral for legal collection, the fine may be collected administratively within a maximum period of fifteen (15) business days (Art. 26, item “b” - USP Resolution No. 8548/2023), counting from the date of receipt of the communication sent by the competent authority.

12.5. The application of sanctions shall be carried out in an administrative proceeding that ensures the right of the CONTRACTED PARTY to be heard and to a full defense, in accordance with the procedure provided for in the caput and paragraphs of article 158 of Law No. 14,133, of 2021, for penalties of disqualification from bidding and contracting and declaration of ineligibility to bid or contract.

12.6. In applying sanctions, the following shall be taken into account:

a) the nature and severity of the violation committed;

b) the peculiarities of the specific case;

c) aggravating or mitigating circumstances;

d) the damages resulting from it to the CONTRACTING PARTY;

e) the implementation or improvement of an integrity program, in accordance with the rules and guidelines of the control bodies.

12.7. Acts classified as administrative offenses under Law No. 14,133 of 2021, or other laws governing public procurement and contracts that are also classified as harmful acts under Law No. 12,846 of 2013, shall be investigated and judged jointly, in the same proceedings, in accordance with the procedural rules and competent authority defined in the aforementioned Law.

12.8. The legal personality of the CONTRACTED PARTY may be disregarded whenever it is used in abuse of the law to facilitate, cover up, or conceal the practice of illegal acts provided for in this Contract or to confuse assets, and, in this case, all effects of the sanctions applied to the legal entity shall be extended to its administrators and partners with administrative powers, to the successor legal entity or to the company in the same industry with a relationship of affiliation or control, de facto or de jure, with the CONTRACTED PARTY, observing, in all cases, the right to a fair hearing, full defense, and the requirement of prior legal analysis.

12.9. Penalties involving disqualification from bidding and contracting and declarations of ineligibility to bid or contract are subject to rehabilitation in accordance with article 163 of Law No. 14,133/21.

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12.10. Fines owed by the CONTRACTED PARTY may be offset against any payments owed by the Administration, even when resulting from the performance of another contract, and/or deducted from the guarantee of the respective contract or, where applicable, the Administration shall collect them through legal action.

12.11. Fines and other debts not paid by the CONTRACTED PARTY are subject to registration in the State CADIN, subject to prior administrative proceedings, observing the right to a fair hearing and full defense, in accordance with the provisions of Ordinance GR No. 6723/2016.

12.12. The CONTRACTING PARTY shall, within a maximum period of 15 (fifteen) business days from the date of application of the sanction, inform and keep updated the data related to the sanctions applied by it, for publicity purposes in the following systems:Cadastro Nacional de Empresas Inidôneas e Suspensas – CEIS (https://portaldatransparencia.gov.br/sancoes/consulta);

12.12.1. National Register of Reputable and Suspended Companies – CEIS (https://portaldatransparencia.gov.br/sancoes/consulta)

12.12.2. National Register of Penalized Companies – CNEP (https://portaldatransparencia.gov.br/sancoes/consulta);

12.12.3. Electronic System for the Application and Registration of Administrative Sanctions – e-Sanctions – (http://www.esancoes.sp.gov.br);

12.12.4. Convicted Persons System of the Court of Auditors of the State of São Paulo - (https://www.tce.sp.gov.br/apenados).

THIRTEENTH CLAUSE – CONTRACT TERMINATION

13.1. The contract may be terminated before the obligations stipulated therein are fulfilled, or before the term set forth therein, for any of the reasons provided for in article 137 of Law No. 14,133/21, ensuring the right to a fair hearing and full defense.

13.1.1. In this case, articles 138 and 139 of the same Law also apply.

13.1.2. A change in the company's social structure or a modification of its purpose or structure shall not give rise to termination if it does not restrict its ability to complete the contract.

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13.2. If the operation involves a change in the contracted legal entity, an addendum must be formalized for subjective alteration.

13.3. The termination notice shall, whenever possible, be preceded by:

13.3.1. Report on contractual events already fulfilled or partially fulfilled;

13.3.2. List of payments already made and still due;

13.3.3. Compensation and fines.

13.4. The termination of the contract does not constitute an obstacle to the recognition of economic and financial imbalance, in which case compensation will be granted by means of a compensation contract.

FOURTEENTH CLAUSE – BUDGET ALLOCATION

14.1. The expenses arising from this contract shall be covered by specific funds allocated in the General Budget of the State of São Paulo for this fiscal year, as detailed below:

I. Management/Unit: **69– Agência de Bibliotecas e Coleções Digitais**.

II. Source of Funds: **1- Tesouro do Estado**;

III. Work Program: **12-364-4807-5305;**

IV. Expense Item: **33.90.40.90;**

V. PCA ID in PNCP: **63025530000104-0-000065/2025;**

VI. Commitment Note: **06815730/2025.**

14.2. The allocation for subsequent fiscal years will be indicated after approval of the respective Budget Law and release of the corresponding credits, by means of an addendum.

FIFTEENTH CLAUSE – OMISSIONS

15.1. Any omissions shall be decided by the CONTRACTING PARTY, in accordance with the provisions contained in Law No. 14,133, of 2021, and other applicable rules and, subsidiarily, in accordance with the provisions contained in Law No. 8,078, of 1990 – Consumer Protection Code – and general rules and principles of contracts.

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SIXTEENTH CLAUSE – AMENDMENTS

16.1. Any contractual amendments shall be governed by the discipline of article 124 et seq. of Law No. 14,133 of 2021.

16.2. The CONTRACTED PARTY is obliged to accept, under the same contractual conditions, any additions or deletions that may be necessary, up to a limit of twenty-five percent (25%) of the updated initial value of the contract.

16.3. Contractual amendments shall be made by means of an addendum, subject to prior approval by the CONTRACTING PARTY's legal department, except in cases of justified need to anticipate its effects, in which case the addendum shall be formalized within a maximum period of one (1) month (article 132 of Law No. 14,133, of 2021).

16.4. Records that do not characterize a change to the contract may be made by simple addendum, without the need to execute an amendment, pursuant to article 136 of Law No. 14,133, of 2021.

SEVENTEENTH CLAUSE – PUBLICATION

17.1. The CONTRACTING PARTY shall be responsible for publishing this instrument on the National Public Procurement Portal (PNCP), as provided for in article 94 of Law 14,133 of 2021, as well as on the respective official website of the agency on the Internet, in accordance with article 91, caput, of Law No. 14,133 of 2021, in addition to publishing and maintaining the act authorizing direct contracting or the resulting extract on the CONTRACTOR's official website, pursuant to article 72, sole paragraph, of Law No. 14,133, of 2021, and § 3, of article 6, of State Decree No. 68,304/2024.

EIGHTEENTH CLAUSE – JURISDICTION

18.1. The Court of the District of the Capital of the State of São Paulo is hereby elected in one of the courts of the Public Treasury, with express waiver of any other, however privileged it may be, to settle disputes arising from the execution of this Contract that cannot be settled by conciliation, pursuant to article 92, §1, of Law No. 14,133/21.

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NINETEENTH CLAUSE - FINAL PROVISIONS

19.1. Electronic Signature Clause: The parties agree that this contract and any amendments and other instruments that may be necessary between the parties may be signed electronically for all legal purposes. The parties acknowledge and agree that an electronic signature is a valid way of expressing the parties' consent to a contract.

19.2. After both parties have signed, the date of signature of the contract shall be considered to be the date that occurs last.

In addition, as they are in contract and have been contracted, the parties sign this contract.

São Paulo, december 03, 2025.

Prof. Dr. Paulo Martins	**Dr. Orazio Cappello**
President	CEO
Agência de Bibliotecas e Coleções Digitais - USP	Psychoanalytic Electronic Publishing - PEP
CONTRACTING PARTY	**CONTRACTED PARTY**

Witnesses*:*

Camila Molgara Gamba	*Jake Roberts*
Librarian	Research Director
Agência de Bibliotecas e Coleções Digitais - USP	Psychoanalytic Electronic Publishing - PEP

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UNIVERSIDADE DE SÃO PAULO

TERMS OF REFERENCE

SERVICES WITHOUT EXCLUSIVE LABOR DEDICATION – DIRECT CONTRACTING DUE TO NON-ENFORCEABILITY – ART. 74, "CAPUT" AND/OR SECTION I, LAW 14.133/2021

University of São Paulo Digital Libraries and Collections Agency - ABCD USP

SEI Process nº 154.00011205/2025-41

1. **GENERAL CONTRACTING TERMS AND CONDITIONS**

1.1. Contracting of access to the Psychoanalytic Electronic Publishing (PEP Web) database for a period of 12 months, under the terms of the table below, in accordance with the conditions and requirements established in this instrument.

SPECIFICATION	CATSER	QTY/UNIT	AMOUNT (USD)	AMOUNT [1] (BRL)
Access service to the PEP Web database - Psychoanalytic Electronic Publishing	27502	1/ Unit (12 months of access)	12,690.00	76.140,00
TOTAL				**76.140,00**

[1] using the (estimated) exchange rate of BRL 6.00

1.1.1. In the event of any discrepancy between the description of the item in the compras.gov.br catalog and the provisions of these Terms of Reference, the provisions herein shall prevail.

1.2. The object of this contract does not qualify as luxury services, in accordance with the provisions of article 20 of Law No. 14,133, of 2021, and State Decree No. 67,985, of 2023.

1.3. The term of the contract is 12 (twelve) months from the date of signing, extendable for up to 10 (ten) years, in accordance with articles 106 and 107 of Law No. 14,133, of 2021.

1.3.1. The extension referred to in this item is conditional upon certification by the competent authority that the situation of unfeasibility of competition that justified the initial contract remains unchanged and that the conditions and prices remain advantageous to the Administration, with negotiation with the contractor being permitted.

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1.3.2. The service is considered continuous, as its interruption could compromise the University's teaching and research activities, and its contract must extend beyond one fiscal year.

1.4. The contract or other instrument that replaces it (if so defined by the documentation that comprises this contract) provides further details on the rules that will apply in relation to the term of the contract.

Subcontracting

1.5. The object specified in item 1.1 may not be assigned, transferred, in whole or in part, or subcontracted.

2. REASONS AND DESCRIPTION OF THE CONTRACTING REQUIREMENT

2.1. The rationale for the contract and its quantities is detailed in a specific section of the Preliminary Technical Studies, which form an integral part of these Terms of Reference.

The PEP Web database access service is in accordance with ABCD USP's contracting plan for the year 2025.

PCA ID in the PNCP: 63025530000104-0-000065/2025

Date of publication in the PNCP: 06/28/2024

Item ID in the PCA: 35

Class/Group: 612

Future Contract Identifier: 990224-28/2025

3. DESCRIPTION OF THE SOLUTION AS A WHOLE, CONSIDERING THE LIFE CYCLE OF THE OBJECT

3.1. The description of the solution as a whole is detailed in a specific section of the Preliminary Technical Studies, which forms part of this Term.

4. CONTRACTING REQUIREMENTS

Sustainability

4.1. The electronic database access service complies with the sustainability criteria set out below:

i. low impact on natural resources such as flora, fauna, air, soil, and water;

ii. aligned with SDG 10 - reduce inequality within and among countries;

iii. aligned with SDG 4 - ensure inclusive and equitable quality education and promote lifelong learning opportunities for all.

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4.2. This contract specifies the characteristics, in accordance with the **technical justification**, that support the proposed direct contracting, pursuant to article 74, item I, of Law 14,133/2021:

4.2.1. The Psychoanalytic Electronic Publishing database has unique features, such as: it brings together all complete volumes of the main psychoanalysis journals from their origins to the present day, providing access to over 100,000 documents; it offers the complete works of Sigmund Freud in multiple translations and languages; It includes exclusive access to important psychoanalytic journals, such as The International Journal of Psychoanalysis, Psychoanalytic Quarterly, and Psychoanalytic Dialogues; It offers exclusive resources such as the PEP Archive and PEP Video Streaming, with rare recordings of conferences and interviews with internationally renowned psychoanalysts; It has a specialized interface for browsing classic texts and searching for psychoanalytic concepts.

4.3. In the case of unenforceability under item I, proof of the impossibility of competition shall be provided by means of a certificate/contract/declaration of exclusivity, or other suitable document.

Contracting Guarantee

4.4. No contract guarantee will be required, in accordance with the paragraphs of article 96 of Law No. 14,133, of 2021, due to the nature of the service.

5. OBJECT EXECUTION MODEL

Terms and Conditions

5.1. Not applicable to contracting.

Location and Time of Service Provision

5.2. Database access services will be available seven (7) days a week, twenty-four (24) hours a day.

5.3. They will be made available to the USP Digital Libraries and Collections Agency located at the following address: Praça do Relógio Street, 109 – Block L – ground floor. ZIP code 05508-050, Butantã – São Paulo, SP.

5.4. Available to the end user in the IP (Internet Protocol) range, namely:

- 143.107.0-255.0-255
- 177.90.0-255.0-255
- 200.9.95.0-255
- 200.17.16-31.0-255

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- 200.136.0-15.0-255
- 200.144.48-63.0-255
- 200.144.160-255.0-255
- 2001:12d0::/32

5.5. If there is a change in this IP range during the term of the contract, USP shall, through ABCD USP, inform the **CONTRACTED PARTY** so that access can be granted.

5.6. The **CONTRACTED PARTY** is responsible for informing ABCD USP of the usage data for all acquired content, as follows:

I. In accordance with COUNTER Release 4 or 5 Standard - TR_J1: Journal Requests; TR_J2: Journal Access Denied; TR_J3: Journal Usage by Access Type; TR_J4: Journal Requests by YOP.

II. When requested by ABCD USP, provide the parameters necessary for implementing the SUSHI (Standardized Usage Statistics Harvesting Initiative) protocol for automatic collection of usage data via protocol.

III. If automatic collection is not possible, the **CONTRACTED PARTY** shall allow data collection by uploading files to Microsoft Excel or a similar program to be used by the **CONTRACTING PARTY**.

5.7. It is incumbent upon the **CONTRACTED PARTY** to allow ABCD USP to search and retrieve data from the content using its search and indexing tool called the Integrated Search Portal, as follows:

i. Use of the Z39.50 protocol, or federated search interface assisted by the ABCD USP search tool.

ii. If the **CONTRACTED PARTY** does not have the technology mentioned in the previous item, it must make its metadata content available for harvesting (collection/indexing) using the OAI-PMH protocol so that ABCD USP can periodically import the metadata using its indexing tool.

iii. If the **CONTRACTED PARTY** opts for access via the OAI-PMH protocol, ABCD USP must be informed of the updated access data. In this case, the **CONTRACTING PARTY** undertakes to make strict use of the indexed metadata in its search tool. It is prohibited from selling, distributing, licensing, renting, or in any way exploiting the indexed metadata for commercial purposes of any kind.

5.8. No transition or contract termination procedures will be necessary due to the characteristics of the object.

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6. **Contract Management Model**

6.1. The contract shall be faithfully executed by the parties, in accordance with the agreed clauses and the provisions of Law No. 14,133, of 2021, and each party shall be liable for the consequences of its total or partial non-performance.

6.2. In the event of impediment, order to halt or suspension of the contract, the CONTRACTED PARTY shall return the amounts proportionally as specified in item 6.6, without prejudice to the application of penalties.

6.3. Communications between the agency or entity and the **CONTRACTED PARTY** must be made in writing whenever the act requires such formality, with the use of electronic messages being permitted for this purpose.

6.4. The University of São Paulo may summon a representative of the **CONTRACTED PARTY** to take measures that must be complied with immediately.

6.5. After signing the contract or other equivalent instrument (as defined by the documentation comprising this contract), the agency or entity may call the **CONTRACTED PARTY's** representative to an initial meeting to present the inspection plan, which shall contain information about the contractual obligations, inspection mechanisms, strategies for executing the object, the **CONTRACTED PARTY's** complementary execution plan, if any, the method for measuring results, and applicable sanctions, among other things.

6.6. Since the service is provided 24 hours a day, 7 days a week for 12 months, we will determine the proportion of unavailability of access as follows:

6.6.1. Unavailability will be measured in days, considering the equivalent of 365 days for each 12 months.

6.6.2. To calculate the amount corresponding to the lack of access, we will use the following formula:

COMPENSATION AMOUNT = DAYS WITHOUT ACCESS / 365 * TOTAL CONTRACT AMOUNT

6.6.3. The amount to be reimbursed shall be increased by monetary correction, in accordance with sub-item 7.18.

6.7. The fact that the CONTRACTED PARTY proceeds with reimbursement does not exempt it from the other penalties provided for and applicable.

Representative

6.8. The CONTRACTED PARTY shall formally appoint its representative before the commencement of the services, indicating in the instrument the powers and duties in relation to the execution of the contracted object.

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Inspection

6.9. The performance of the contract shall be monitored and supervised by the contract supervisor(s) or their respective substitute(s).

Technical Inspection

6.10. The technical supervisor of the contract shall monitor the performance of the contract to ensure that all conditions are met, to guarantee the best results for the Administration.

6.11. The technical supervisor of the contract shall record in the contract management history all occurrences related to the execution of the contract, with a description of what is necessary to rectify any faults or defects observed.

6.12. The technical inspector shall, in accordance with the physical and financial schedule, measure the executed object and approve the measurement spreadsheet issued by the **CONTRACTED PARTY**.

6.13. The technical inspector shall adopt preventive measures to control contracts, expressing their opinion on the need to suspend the execution of the object.

6.14. The technical supervisor of the contract shall promptly inform the contract manager of any situation that requires a decision or the adoption of measures that exceed their authority, so that they may take the necessary corrective measures, if applicable.

6.15. In the event of occurrences that may prevent the execution of the contract on the agreed dates, the technical supervisor of the contract shall immediately notify the contract manager of the fact.

Administrative Inspection

6.16. The administrative supervisor of the contract shall verify that the **CONTRACTED PARTY** continues to meet the qualification requirements, monitor the commitment, payment, guarantees, disallowances, and the formalization of addenda and amendments, requesting any relevant supporting documents, if necessary.

6.17. In the event of non-compliance with contractual obligations, the administrative supervisor of the contract shall act promptly to resolve the problem, reporting to the contract manager so that appropriate measures may be taken when the matter exceeds their authority.

6.18. Whenever requested by ABCD, the **CONTRACTED PARTY** shall prove compliance with the job reservations provided for by law for persons with disabilities, persons rehabilitated by Social Security, or apprentices, as well as the job reservations provided for in other specific rules, indicating the employees who fill the aforementioned vacancies, pursuant to the sole paragraph of article 116 of Law No. 14,133, of 2021.

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Contract Manager

6.19. The contract manager shall coordinate technical, administrative, and sectoral oversight activities and preparatory activities for procedural proceedings aimed at, among other things, extending, amending, rebalancing, paying, applying sanctions, and terminating contracts.

6.20. The contract manager shall monitor the maintenance of the **CONTRACTED PARTY**'s qualification conditions for the purposes of committing expenditure and payment, and shall note any problems that hinder the normal flow of settlement and payment of expenditure in the contingency report.

6.21. The contract manager shall issue a document certifying the evaluation carried out by the technical, administrative, and sectoral inspectors, when applicable, regarding the fulfillment of the obligations assumed by the **CONTRACTED PARTY**, mentioning its performance in the execution of the contract, based on objectively defined and measured indicators, and any penalties applied, which shall be included in the record of certification of fulfillment of obligations.

6.22. The contract manager shall take steps to formalize an administrative accountability process for the purpose of applying sanctions, to be conducted by the commission referred to in article 158 of Law No. 14,133 of 2021, or by the agent or sector with jurisdiction to do so, as applicable.

6.23. The contract manager shall prepare a final report with information on the achievement of the objectives that justified the contract and any measures to be taken to improve the Administration's activities.

6.24. The contract manager shall send the relevant documentation to the contracts department for the formalization of settlement and payment procedures, in the amount determined by the inspection and management under the terms of the contract.

7. PAYMENT CRITERIA

7.1. Payment for the access service will be made in advance in accordance with market practices and is therefore not linked to receipt of the item, as per sub-item 7.15.

Settlement

7.2. Upon receipt of the invoice or equivalent billing document, a period of five business days shall be allowed for settlement, counting from its receipt by the Administration, in accordance with this section, extendable for an equal period, with justification, when there is a need for measures to verify compliance with contractual requirements.

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7.3. If there is an error in the presentation of the invoice or equivalent billing instrument, or circumstances that prevent the settlement of the expense, it will be suspended until the **CONTRACTED PARTY** takes corrective measures, restarting the deadline, as per sub-item 7.2, after proof of the regularization of the situation, without charge to ABCD USP.

7.4. The invoice or equivalent billing instrument must be accompanied by proof of tax compliance, verified through an online consultation with SICAF or, if access to that system is not possible, through consultation of the official websites or documentation mentioned in article 68 of Law No. 14,133/2021.

7.5. If SICAF finds that the CONTRACTOR is in an irregular situation, written notification will be provided so that, within five (5) business days, the **CONTRACTED PARTY** can regularize its situation or, within the same period, present its defense. The deadline may be extended once, for an equal period, at the discretion of ABCD USP.

Payment Terms

7.6. Payment will be made within a maximum period of **seven (7) days from the day following receipt of the tax document or *invoice*,** provided that the expense has been settled, as per the previous section, under the terms of article 2, II, of State Decree No. 67,608, of 2023, and Ordinance GR No. 8249/2023.

7.6.1. The following are conditions for the release of payment:

a. The delivery of complete tax documentation;

b. The absence of any record of the **CONTRACTED PARTY** in the State Cadin, which shall be consulted by ABCD USP, pursuant to article 6, item II and paragraph 1 of State Law No. 12,799/2008 c.c. article 7, item II, and paragraph 1 of State Decree No. 53,455/2008.

7.7. In the event of a delay in payment for reasons not attributable to the **CONTRACTED PARTY**, the amount due shall be adjusted by the **IPC-FIPE** index in accordance with applicable legislation, calculated pro rata die in relation to the delay verified.

7.7.1. The period of suspension of payments due to non-compliance with the conditions outlined in the contract, nor withholdings for compensation for any fines and losses caused to the University or third parties, shall not be considered a delay.

7.7.2. Payment of the financial adjustment established in this article will depend on a request to be formalized by the contracted company.

7.8. Any irregularities in the payment terms or in the documents required (invoice, bill, and other required documents) for its release must be rectified by the day before the payment deadline.

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7.9. If the situation is not rectified within the period defined in the previous item, payment will be suspended and will be made within seven (7) days, counted from the day following the rectification.

7.10. If the count ends on a non-business day, payment will be made on the first business day immediately following.

7.11. Suppose irregularities are found in the execution of the contracted object. In that case, the amount corresponding to the non-compliance will be deducted from the payment, without prejudice to the possible termination of the contract and application of other applicable penalties.

Payment Method

7.12. Payment shall be made within seven (7) calendar days from the day following the date of receipt of the invoice, pursuant to Ordinance GR 8249 of December 12, 2023, and its subsequent amendments, which are an integral part of this contract and are available athttps://leginf.usp.br/?portaria=portaria-gr-no-8249-de-12-de-dezembro-de-2023.

7.12.1. Payment shall be made based on the commercial dollar exchange rate on the day before the date of actual credit in favor of the CONTRACTED PARTY.

7.13. The effective payment date shall be the date on which the bank order in favor of the contractor is issued.

7.13.1. The CONTRACTING PARTY may, at the time of payment, withhold taxes determined by law, even if there is no indication of withholding on the tax document or equivalent presented or that refers to withholdings not made in previous months.

7.13.2. Regardless of the tax percentage included in the tax document or equivalent, if any, the percentages established in the current legislation will be withheld at source when payment is made.

7.14. The CONTRACTED PARTY regularly opting for Simples Nacional, under the terms of Complementary Law No. 123, of 2006, will not be subject to tax withholding for taxes and contributions covered by that regime. However, payment will be conditional upon the presentation of proof, by means of an official document, that it is entitled to the favorable tax treatment provided for in the aforementioned Complementary Law.

Advance Payment

7.15. This contract permits full advance payment, in accordance with the terms outlined in this section.

7.16. For ABCD USP to proceed with the advance payment, it is necessary that:

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7.16.1. The CONTRACTED PARTY shall issue an invoice or suitable document corresponding to the advance payment of BRL 76,140.00 (seventy-six thousand, one hundred and forty reais) as soon as the contract is signed, so that the CONTRACTING PARTY can make the advance payment.

7.17. At the beginning of the second 12-month period of the contract, as well as in subsequent periods, where applicable, the CONTRACTED PARTY shall be responsible for:

7.17.1. Issue the tax document/**invoice** corresponding to the advance payment amount for **the period that is beginning.**

7.18. The **CONTRACTED PARTY** is obligated to return, with monetary correction, the full amount paid in advance in the event of non-performance of the contracted object.

7.18.1. In the event of partial non-performance, the amount relating to the unperformed portion of the contract shall be due.

7.18.2. The amount relating to the advance payment and unexecuted portion of the contract shall be monetarily adjusted by the accumulated variation of the IPC-FIPE or another index that may replace it, from the date of payment of the advance to the date of return.

7.19. Settlement shall occur in accordance with the rules of the respective topic of this instrument. There will be a provisional settlement before advance payment, at which time the competent department shall verify whether the invoice/bill/appropriate document presented contains the necessary and essential elements of the document, and whether there is proof of tax compliance, taking the appropriate measures if any circumstances are identified that prevent the settlement of the expense.

7.20. Advance payment shall be made within a maximum period of seven (7) days from the day following receipt of the tax document or invoice.

7.21. Advance payment does not require prior measurement or receipt of the object, which shall occur after the regular execution of the contractual installment to which the advance amount refers, when the corresponding final settlement shall also be made, in accordance with the rules of the respective items of this instrument.

7.22. Payment of the amount to be advanced shall be made in accordance with any applicable tax withholdings and shall be conditional upon the absence of any records in the name of the **CONTRACTED PARTY** in the “State Register of Unpaid Debts to State Agencies and Entities – **CADIN ESTADUAL**,” which shall be consulted at the time of payment**.**

8. CRITERIA FOR SELECTING THE SUPPLIER AND METHOD OF PERFORMANCE OF THE OBJECT

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8.1. The supplier will be selected through a non-competitive bidding procedure, based on article 74, item I, of Law No. 14,133/2021, in accordance with the technical justifications contained in the Preliminary Technical Study.

Supply Method

8.2. The object shall be carried out in full.

8.3. Regardless of the delivery method, throughout the contract period, the access service or its unavailability will be monitored and measured in accordance with the provisions of sub-item 6.6.

LICENSING REQUIREMENTS

8.4. Before signing the contract, the Administration will verify any non-compliance with the conditions for contracting, especially regarding the existence of prohibitive sanctions, by consulting official information records:

a. SICAF;

b. National Register of Reputable and Suspended Companies - CEIS, maintained by the Office of the Comptroller General (https://portaldatransparencia.gov.br/sancoes/consulta);

c. National Register of Punished Companies - CNEP, maintained by the Office of the Comptroller General (https://portaldatransparencia.gov.br/sancoes/consulta);

d. National Register of Civil Convictions for Administrative Impropriety and Ineligibility - CNCIAI, of the National Council of Justice (http://www.cnj.jus.br/improbidade_adm/consultar_requerido.php);

e. Electronic System for the Application and Registration of Administrative Sanctions – e-Sanções (http://www.esancoes.sp.gov.br);

f. State Register of Punished Companies – CEEP (http://www.servicos.controladoriageral.sp.gov.br/PesquisaCEEP.aspx); and

g. List of convicted persons published by the Court of Auditors of the State of São Paulo (https://www.tce.sp.gov.br/apenados).

8.5. The consultation of the register specified in item “d” of the previous item shall be carried out on behalf of the supplier legal entity and its majority partner, pursuant to article 12 of Law No. 8,429, of 1992, which provides, among the penalties imposed on those responsible for acts of administrative impropriety, a prohibition on contracting with the Government, including through a legal entity in which they are a majority partner.

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8.6. If the interested party's Status Inquiry shows the existence of Indirect Impediments, the manager will take steps to verify whether there has been fraud on the part of the companies listed in the Indirect Impediments Report.

8.7. Another condition for entering into the contract, as well as for making the resulting payments, is the absence of records in the supplier's name in the "State Register of Unpaid Debts of State Agencies and Entities - CADIN ESTADUAL." This condition will be considered fulfilled if the debtor proves that the respective records are suspended, pursuant to article 8, paragraphs 1 and 2, of State Law No. 12,799, of 2008.

8.8. If the conditions for contracting are met, the interested party's qualification will be verified through SICAF, in the documents covered by it.

8.9. It is the duty of the interested party to keep the respective documentation contained in SICAF up to date, or to forward the respective updated documentation when requested by the Administration.

8.10. If the interested party is the parent company, all documents must be in the name of the parent company. If the supplier is the subsidiary, all documents must be in the name of the subsidiary, except for technical capacity certificates, if required, and in the case of those documents which, by their very nature, are demonstrably issued only in the name of the parent company.

8.11. For qualification purposes, interested parties must prove that they meet the following requirements, which will be demanded according to their legal nature:

Tax, social, and labor licensing

8.12. Declaration that it does not employ minors under the age of 18 in night work, dangerous or unhealthy work, and does not employ minors under the age of 16, except for minors aged 14 and over, as apprentices, pursuant to article 7, XXXIII, of the Constitution;

Other evidence

8.13. Statement signed by the supplier's legal representative, certifying that:

a) does not have employees performing degrading or forced labor, in accordance with the provisions of items III and IV of article 1 and item III of article 5 of the Federal Constitution;

b) complies with occupational health and safety standards, pursuant to Article 117, sole paragraph, of the State Constitution;

c) will comply, on the date of hiring, with the provisions of article 5-C and undertakes not to make available any employee who incurs the prohibition provided for in article

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5-D, both of Federal Law No. 6,019/1974, as amended by Federal Law No. 13,467/2017, when applicable.

8.14. All documents required for qualification must be submitted exclusively in digital format, with both native digital formats and scanned documents being accepted. This requirement covers not only the documents specifically mentioned in these terms of reference/contract, but also extends to all relevant documentation. In the case of native digital documents, submission shall comply with current rules and regulations, ensuring legal compliance and efficiency in document management.

8.14.1. Scanned documents will be considered simple copies, and the presentation of their originals will only be necessary when expressly required by law, in accordance with the administrative process in electronic media (paragraph 3, article 6 of Normative Instruction No. 3, of 2018).

8.14.2. Proof of compliance with requirements will only be required through the presentation of original non-digital documents when there is doubt regarding the integrity of the digital document (paragraph 1, article 4 of Normative Instruction No. 3, of 2018).

9. ESTIMATED AMOUNT OF THE CONTRACT

9.1. The total estimated value of the contract is BRL 77,662.80 (seventy-seven thousand, six hundred and sixty-two reais and eighty cents);

9.1.1. Comprising the amount of the bid submitted by the supplier corresponding to USD $12,690.00 (twelve thousand, six hundred and ninety dollars) for database access service for 12 months, equivalent to BRL76,140.00 (seventy-six thousand, one hundred and forty reais), considering the exchange rate - commercial dollar sale price at BRL6.00 (six reais);

9.1.2. And, the amount of service tax (ISS) due under current legislation, corresponding to BRL 1,522.80 (one thousand, five hundred and twenty-two reais and eighty cents) at a rate of two percent (2%).

9.2. The exchange rate used here is estimated; its final value will be defined on the day of the international remittance in favor of the CONTRACTED PARTY.

10. BUDGETARY ADEQUACY

10.1. The expenses arising from this contract shall be covered by specific funds allocated in the State Budget.

10.2. In the current fiscal year, the contract will be fulfilled by the following allocation:

I. Management/Unit: **69- Agência de Bibliotecas e Coleções Digitais;**

II. Source of Funds: **1- Tesouro do Estado;**

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III. Work Program: **12-364-4807-5305;**

IV. Expense Item: **33.90.40.90;**

V. Internal Plan: **Id PCA PNCP: 3025530000104-0-000065/2025.**

10.3. When the execution of the contract extends beyond the current fiscal year, the allocation for the subsequent fiscal year(s) shall be indicated after approval of the respective Budget Law and release of the corresponding credits, by means of an addendum.

São Paulo, November 28, 2025.

Jonisi S. Santana
Administrative Affairs Analyst
USP No. 479333

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Paulo Martins

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Camila Molgara Gamba

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