



**PRO CRIANÇA
CARDÍACA**

Pro Criança Cardíaca's Policy for Hiring Service Providers or Suppliers

CHAPTER I - GENERAL PROVISIONS

Art. 1 - The purpose of this policy is to establish the Compliance guidelines and complement the procedures for qualification, registration, evaluation and hiring of suppliers, subcontractors, consultants, service providers and other third parties.

Art. 2 - Pro Criança Cardíaca has a Compliance Program that aims to ensure compliance with the values and rules that establish the standards of ethics and conduct that must be observed not only by its employees, but by all Stakeholders.

Art. 3 - Pro Criança Cardíaca's premise is to hire organizations or companies that work in line with the principles of the institution and that are not or have not been involved in Crimes or Violation of Human Rights, according to the Declaration of Social and Environmental Responsibility (Annex II), regardless of whether it is a paid or Pro Bono service.

CHAPTER II - GOOD REPUTE

Art. 4 - The main requirement for hiring a company providing services by Pro Criança Cardíaca is its suitability. Thus, the suitability of a company should be carefully evaluated before a possible hiring.

CHAPTER III - CLASSIFICATION OF SERVICES

Art. 5 - Services may be occasional or permanent.

Art. 6 - Eventual services are characterized by the hiring of specialized third parties to carry out short-term activities. Services contracted for periods of less than 5 (five) days will be considered as occasional services.

Sole Paragraph: As this is an occasional contract, the contracting of these services will depend on the Standard Contract for the Provision of Services prepared by Pro Criança Cardíaca (Annex I).

Art. 7 - Permanent services are all those that are not occasional.

Sole Paragraph: All permanent service contracts must be formalized through a Service Contract.

§ Paragraph 1 - The contracts for the provision of these services presuppose the hiring of qualified, competent, efficient and effective third parties, delivering the proposed results.

§ Paragraph 2 - Depending on the nature of the services contracted, an information confidentiality clause will be mandatory, preserving customer and supplier information, and the provision of the same may be developed in the physical facilities of Pro Criança Cardíaca or in another place determined by it and, furthermore, there should be no direct personality and subordination between the Contracting Party and the service providers, who, in turn, must act autonomously and independently in their activities.



§ 3 - Contracts must include the Anti-Corruption Clause, in line with Laws No. 8.429/1992, No. 12.846/2013 and No. 13.709/2018.

§ 4 - All Pro Criança Cardíaca contracts must be submitted to the analysis of the law firm Ulhôa Canto, Rezende e Guerra Advogados.

CHAPTER IV - INTERNAL PROCUREMENT PROCEDURE

Art. 8 - Pro Criança Cardíaca shall carry out the bidding process with companies in the desired segment that have the same level of qualification and considering the minimum number of 03 (three) competitors.

Art. 9 - After choosing the service provider or supplier, the responsible sector of Pro Criança Cardíaca must request the following documents: I) Copy of the Articles of Association (in the case of a legal entity); II) CNPJ or CPF file on the Internal Revenue Service website, confirming that it is active and regular;

III) Personal documents (ID/CPF/CNH) of the owner partners or self-employed professional hired.

Art. 10 - The documentation received shall be forwarded to the Legal Sector for investigation of the Provider's situation as described in this policy.

Art. 11 - With the service provider or supplier validated, the Service Provision Contract will be drawn up or verified.

CHAPTER V - DUE DILIGENCE

Art. 12 - DUE DILLIGENCE will be carried out by the Legal Department, which must investigate the risk factors listed below:

- I) Probability of default
- II) Serasa Sector Score
- III) Credit Limit Verification
- IV) Presumed Annual Turnover + Estimated Expenditure
- V) Presence of registration with CGU
- VI) Commercial Inconsistencies
- VII) Changes in the type of company, tax framework, corporate structure, administrative structure
- VIII) Administrative Inconsistencies
- IX) Negative CNPJ annotations in: PEFIN, REFIN, PROTESTS, ACTIONS, RECOVERIES, BANKRUPTCIES, CONCORDATS, CHECKS WITHOUT FUNDS, CHECKS STOPPED OR LOST AND SPC
- X) Securities paid or due



- XI) Negative annotations of the CPF of the partners in: PEFIN, REFIN, PROTESTS, LAWSUIT, PARTICIPATION IN BANKRUPTCY, CHECKS WITHOUT FUNDS, CHECKS STOPPED OR CANCELED
- XII) Consultation of partners and administrators in the SPC
- XIII) Probability of payment by the Individual Member
- XIV) Market relationship index
- XV) Payment behavior to enterprises
- XVI) Not be included in the register of responsible persons who are unfit to participate in bidding in the federal public administration by the TCU (<https://portal.tcu.gov.br/responsabilizacao-publica/licitantes-inidoneos/>);
- XVII) Not be included in the list of unfit and suspended companies by CGU (<http://www.portaldatransparencia.gov.br/sancoes/ceis?ordenarPor=nome&direcao=asc>);
- XVIII) Do not appear in the register of the National Register of Civil Convictions for Acts of Administrative Improbity and Ineligibility records of conviction with final and unappealable sentence or sanction of the active CNJ (https://www.cnj.jus.br/improbidade_adm/consultar_requerido.php?validar=form).
- XIX) Issuance of the CND - Certificate of Debts Relating to Federal Tax Credits and Union Debts issued by the Attorney General's Office of the National Treasury;

Sole paragraph: the Legal Department shall archive all documentation arising from the above-mentioned investigation.

CHAPTER VI- FROM APPLICATION TO CONTRACTING OUT

Art. 13 - Companies that pass the risk analysis described above will be eligible to be hired by Pro Criança Cardíaca.

Art. 14 - Companies must answer the form in Annex II. CHAPTER VII - RENEWAL

Art. 15 - In the event of automatic renewal of the contract with the service provider or supplier, after the period of 01 (one) year of its conclusion, a new risk analysis must be carried out.

Sole Paragraph: An internal evaluation of the service provided or the material supplied shall be considered a basic premise for renewal of the service contract.

CHAPTER VIII - THE RELATIONSHIP WITH THE SERVICE PROVIDER OR SUPPLIER

Art. 16 - The individual or legal entity may not have a conflict of interest with Pro Criança Cardíaca.



Sole Paragraph: A conflict of interest arises when, because of a self-interest, an employee may be influenced to act against the principles of the company by taking an inappropriate decision or failing to fulfill any of his/her professional responsibilities.

Art. 17 - All service providers or suppliers must be aware of and in compliance with the Code of Ethics and Conduct of Pro Criança Cardíaca that will be provided to them at the time of hiring.

Art. 18 - All service providers or suppliers must sign and deliver to Pro Criança Cardíaca, at the time of hiring, the "ANNEX II - DECLARATION OF NO CONFLICTS OF INTEREST" which is available at the end of the Code of Ethics and Conduct.

CHAPTER IX - FINAL PROVISIONS

Art. 19 - Keep all original documentation relating to the contract concluded, submitted by the service provider or supplier, for a period of 5 (five) years;

Art. 20 - No payment for services rendered may be made prior to the conclusion of the contract.

Art. 21 - Once the contract is signed, the provision of the service will begin and the invoice will be issued on the date established according to the standard operating procedure of Pro Criança Cardíaca.

Art. 22 - Pro Criança Cardíaca declares that this Policy is known to all employees.

Art. 23 - Pro Criança Cardíaca declares that the guidelines set forth herein are part of the Governance Structure of Pro Criança Cardíaca.

Art. 24 - This Policy comes into force upon its publication and will be valid for 02 (two) years and may be reviewed when there are changes that will impact the process in question.

Rio de Janeiro, September 30, 2020



ANNEX I - STANDARD SERVICE CONTRACT

SERVICE CONTRACT

By this particular instrument, on the one hand:

PRO CRIANÇA CARDÍACA, a non-profit association, headquartered at Rua Dona Mariana, nº 40, Botafogo, in the City of Rio de Janeiro, State of Rio de Janeiro, registered with the CNPJ under No. 10.489.487/0001-71, hereinafter referred to as "Contractor", hereby represented in accordance with its bylaws,

and, on the other hand,

Name: _____, Occupation: _____, Identity: _____,
CPF: _____, Address: _____,
hereinafter referred to as "Contractor".

Employer and Contractor, when jointly referred to as the "Parties",

Resolve to enter into this Service Agreement ("Agreement"), which shall be governed by the following terms and conditions:

CLAUSE 1 - OBJECT

Art. 1 - The purpose of this contract is to provide the service of _____.

CLAUSE TWO - OBLIGATIONS OF THE CONTRACTOR

Art. 2 - Perform under its technical responsibility the service described in Art. 1.

Art. 3 - Complete the service within a period of _____ from the day of the month of _____ of the current year, discounting the days of stoppage due to unforeseeable circumstances or force majeure.

CLAUSE THREE - CONTRACTOR'S OBLIGATIONS

Art. 4 - Make payment according to prior negotiation and agreement between the parties upon delivery of a receipt, invoice with the itemized service and, in cases previously authorized by the Board, may be paid via RPA.



CLAUSE FOUR - PAYMENT

Art. 5º - The contractor undertakes to pay the contractor the amount of R\$ _____ (_____) in the form described

below: () At sight

() In installments: _____

Art. 6 - Payment will be made as follows:

() Check

() Cash - upon receipt

() Bank Deposit (Bradesco) ()

Boleto Bancário

CLAUSE FIVE - DURATION

Art. 7 - The term of this contract will be f r o m ____ days from the date of signature of this document.

CLAUSE SIX - JURISDICTION

Art. 8º - To settle any disputes arising from the execution of this Agreement, or in cases of omissions, the Parties elect the central court of the District of Rio de Janeiro, State of Rio de Janeiro, with express waiver of any other, however privileged it may be.

And being just and agreed, they sign this Contract in 02 (two) copies of equal content and form, for all legal purposes, in the presence of 2 (two) witnesses.

Rio de Janeiro, _____ of _____ of _____

CONTRACTOR
PRO CHILD CARDIAC

CONTRACTOR

Witnesses:

Name:

Name:

CPF:

CPF:



ANNEX II

**COMMITMENT TO SOCIAL AND ENVIRONMENTAL
RESPONSIBILITY**