

## GRANT AGREEMENT

Amazon.com Services LLC ("*Amazon*") is pleased to award the following grant to the Centro de Inteligência Territorial (the "*Grantee*").

Grantee:	Centro de Inteligência Territorial
Contact:	Felipe Nunes Project Lead felipe.nunes@inteligenciateritorial.org
Grant amount:	USD 330,000
Grant payable no later than:	July 15, 2022
Project period:	Ends July 15, 2023

The purpose of the project is to support the completion of Selo Verde and CAR 2.0 for Pará, Brazil.

Specific objectives are detailed in [Appendix A](#) and the approved budget is included as [Appendix B](#).

This letter is a legally binding grant agreement ("*Agreement*") that becomes effective when executed by the undersigned authorized representative of Amazon and an authorized representative of Grantee. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Please read the terms and conditions of this Agreement carefully, including the reporting requirements.

### TERMS AND CONDITIONS

- Use of Funds.** Grantee shall use the grant funds only for the purposes of the specific project described above and as further described in [Appendix A](#) (the "*Project*"). Any significant changes in the purposes for which grant funds are spent must be approved in writing by an authorized representative of Amazon before the funds are spent.
- Representations Materially Correct.** Grantee confirms that all representations made to Amazon in connection with this grant, which are or have been relied upon by Amazon in making this grant, are and/or were true and correct as of the date made and remain true as of the date hereof. Further, Grantee confirms that any documents that it provided Amazon in connection with this grant do not contain any untrue statement of a material fact, or omit to state a material fact required to be stated therein or necessary to make the information contained or the statements made therein not materially misleading.

3. “Taxes” mean all taxes and other governmental fees and charges (and any penalties, interest, and other charges) as defined by the applicable tax law, irrespective of whether they are Federal, State, or City level taxes, imposed, directly or indirectly, in connection with this Agreement or its execution. Amounts payable under this Agreement are subject to all applicable Taxes that Contractor is legally obligated to charge. Grantee’s original invoice to Amazon must state Taxes separately and meet the requirements for a compliant tax invoice. Grantee will submit to Amazon a valid invoice for VAT, GST, and similar Taxes, and comply with all applicable tax filing and reporting requirements with respect to payments under this Agreement. Amazon may withhold payment until Grantee provides invoices that comply with this Section. Amazon may provide Grantee with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case Grantee will not charge or collect the Taxes covered by that certificate.

If Grantee has any tax benefit, special arrangement (“Regime Especial”), or terms which establishes special tax treatment, Amazon should be notified 30 days in advance of the Effective Date. Amazon reserves the right to make any deduction and/or reduction of payments to Grantee, in accordance with current tax law, in case Grantee fails to communicate to Amazon the existence of any special tax treatment and/ or fails to provide Amazon with supporting documentation regarding the special tax treatment within the specified period. If the tax benefit, Regime Especial, or terms that establish special tax treatment are revoked, expire, or modified, Grantee must notify Amazon of such changes immediately and prior to issuing a compliant tax invoice. If Grantee fails to notify Amazon prior to issuing a compliant tax invoice, Amazon will not be responsible for any penalties or fees that arise from not meeting the new conditions for special tax treatment. If Amazon is questioned and/or penalized by Brazilian tax authorities as a result of any action and/or omission by Grantee, Grantee shall bear any and all expenses resulting from such investigations and/or inquiries, including, but not limited to, payment of amounts related to taxes, fee adjustments, interest, penalties of any kind, attorneys’ fees and/or fees for external consultants, as well as any and all administrative and legal costs.

Amazon may deduct or withhold any taxes that Amazon may be legally obligated to deduct or withhold from any amounts payable to Grantee under this Agreement, and payment to Grantee as reduced by those deductions or withholdings will constitute full payment and settlement to Grantee of amounts payable under this Agreement. Grantee will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations, and to establish Grantee’s compliance with applicable tax filing requirements, with respect to any payments under this Agreement.

4. **Receipt.** Grantee shall issue the appropriate tax receipt substantiating the contribution by Amazon within 30 calendar days after receipt of funding.
5. **Reporting.** To enable Amazon to evaluate the effectiveness of this grant, Grantee shall submit to Amazon after six months and twelve months a financial report and a narrative report after twelve months.

- 6. Recordkeeping.** Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to Amazon at reasonable times for review and audit, and shall comply with all reasonable requests of Amazon for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to Amazon for at least four years after receipt of the final report.
- 7. Names, Logos and Trademarks.**
- a. *Use of Grantee's Trademarks by Amazon.* Amazon may use Grantee's names, logos, and other trademarks and service marks, in the form provided by Grantee (the "**Grantee Trademarks**"), solely in connection with and in service of the goals outlined in this Agreement and solely to identify, refer to and promote Grantee and not as a trademark for its own or third-party products and services. Amazon will not use the Grantee Trademarks to imply endorsement, sponsorship or affiliation, except as specifically allowed by this Agreement. All uses of the Grantee Trademarks by Amazon will comply with Grantee's branding requirements and any use not covered by this Agreement must be approved in writing. All uses of the Grantee Trademarks by Amazon shall inure to the benefit of Grantee.
- b. *Use of Amazon's Trademarks by Grantee.* Grantee will not use any trade name, trademark, service mark, logo, commercial symbol, or any other proprietary rights of Amazon or any of Amazon's affiliated companies (the "**Amazon Trademarks**") in any manner (including any use in any client list, press release, advertisement, or any other marketing or promotional material) without prior written authorization of such use by Amazon. Grantee will not issue any press releases, publicity, or make any other disclosures regarding this Agreement or its terms or the nature or existence of any relationship between the parties. Grantee acknowledges that Amazon is the sole and exclusive owner of all right, title and interest in and to the Amazon Trademarks and all goodwill associated with the use of the Amazon Trademarks. All uses of the Amazon Trademarks by Grantee shall inure to the benefit of Amazon.
- 8. Publicity.** Neither Grantee nor any of its affiliates shall issue any press or public statements about Amazon and this Grant absent written approval by Amazon. Amazon must pre-approve any press release and promotional and marketing materials to be distributed by Grantee that mention Amazon. For purposes of clarity, Grantee shall not use any of the Amazon Trademarks (as defined in Section 6(b) above) in any manner (including any use in press conferences and public events) without prior written authorization of such use by Amazon. A representative of Amazon may participate as a speaker in press conferences and public events related to the Project and Amazon shall be given reasonable space to display a banner or plaque, establish a booth, or otherwise communicate its contribution to the Project in any such public event.
- 9. No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Amazon or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The grant contemplated by this Agreement is a separate and independent transaction from any other transaction between Amazon, on the one hand, and Grantee or its affiliates, on the other hand.

- 10. Information and Data Sharing.** Any information contained in publications, studies, or research funded by this Grant shall be made available to Amazon and the public following such reasonable requirements or procedures as Amazon and/or Grantee may establish from time to time.
- 11. No Agency.** Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- 12. Trade Law and OFAC Compliance.** Grantee agrees that it will use the grant funds in compliance with all applicable import, re-import, anti-boycott, export, re-export, anti-terrorist financing, sanctions, and asset control laws and regulations, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control ("**OFAC**"). Grantee agrees that it will not use grant funds for any transactions (a) with, involving, or for the benefit of, any governments of and individuals or entities in any country under economic sanctions administered and enforced by OFAC, or (b) with any individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List published by OFAC or any similar list published by other organizations such as the European Union and the United Nations.
- 13. Compliance with Anti-Corruption Laws.** Grantee understands that the performance of this Agreement is subject to the United States Foreign Corrupt Practices Act ("**FCPA**"), as well as all applicable local anti-corruption laws. In addition, Grantee acknowledges that Amazon's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-gov> prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Grantee agrees that it (a) will not use the grant funds (i) for any unlawful contribution or expense relating to political activity, or (ii) to make any direct or indirect unlawful payment to any foreign official (as defined by the FCPA) in order to influence any act or decision by any such person to secure any improper regulatory or other advantage for or on behalf of Amazon or in connection with this grant; and (b) will cooperate fully and immediately with Amazon to provide such information and further certifications as Amazon may request from time to time in connection with Amazon's efforts to confirm compliance with applicable laws, including the FCPA.
- 14. Supply Chain Standards.** In performance of this Agreement and the Project, Grantee shall abide, and shall cause its personnel and those working on the Project to abide, by Amazon's Supply Chain Standards (the "**Supply Chain Standards**") located as of the Effective Date at (<https://sustainability.aboutamazon.com/people/supply-chain?workerCount=true&engagementProgram=true&productCategory=true#section-nav-id-1>), and the expectations set forth in those Supply Chain Standards. Together, the FCPA, Amazon's Code of Business Conduct and Ethics, and the Supply Chain Standards constitute "**Amazon Policies**".
- 15. Termination Rights.** Either party may terminate this Agreement without cause upon 30 days written notice to the other. Amazon may immediately terminate or suspend performance under

this Agreement if Grantee fails to comply with any of the Amazon Policies or applicable laws. Upon termination by Amazon or Grantee, Grantee will not be entitled to any undistributed grant funds and within 30 days of notice of termination will return all unused funds acquired under this Agreement.

16. **No Liability.** Amazon, and its agents, shall not be liable for losses, claims, or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising out of Grantee's activities or this Agreement, however caused and regardless of theory of liability. It is expressly understood that Amazon, by making this grant, has no obligation to provide other or additional support to Grantee for the purposes of this project or any other purposes.
17. **Indemnification.** Grantee agrees to defend, indemnify, and hold harmless Amazon, and its officers, employees, and agents, from and against any and all claims arising in connection with this Agreement, in carrying out any project or program to be supported by grant funds, or relating to Amazon's use of the Grantee Trademarks pursuant to this Agreement.
18. **Monitoring and Evaluation.** Amazon may, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this Agreement. Such monitoring and evaluation may include on-site visits, periodic check-in meetings, and or/discussions with Grantee's personnel.
19. **Further Assurances.** Grantee acknowledges that it understands its obligations imposed by this Agreement, Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, Grantee will promptly contact Amazon or legal counsel.
20. **No Waivers.** The failure of Amazon to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
21. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
22. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in writing and signed by both parties.
23. **Governing Law; Venue and Jurisdiction; Jury Waiver.** This Agreement shall be governed by the laws of the State of Washington, excluding its choice of law rules to the contrary, and any dispute arising hereunder will be resolved in the in the federal and state courts in King County, Washington. Both of the parties hereby submit themselves to the exclusive jurisdiction and venue of such courts. With respect to any proceeding or action arising out of or in any way relating to this Agreement (whether in contract, tort, equity or otherwise), the parties knowingly, intentionally and irrevocably waive their right to trial by jury.

\* \* \*



Please direct all future communications concerning this Grant to Ashley L. Camhi, Ph.D. at Amazon.

DocuSigned by:  
*Dara O'Rourke*  
DA8D622BE092481...

Name: Dara O'Rourke

Title: Senior Principal, Sustainability

Accepted on behalf of Grantee by:

DocuSigned by:  
*Felipe Nunes*  
SCB6A0UAF89442A...

\_\_\_\_\_ Date

Name: Felipe Nunes

Title: Project Lead

Encl: Appendix A  
Appendix B



## Appendix A. Project Description

The Environmental Rural Registry (CAR, in Portuguese) is a mandatory digital registration, which aims to integrate environmental information regarding a rural property into one location. The CAR provides a database of strategic information for monitoring and combating deforestation and degradation of native vegetation in private rural properties, as well as for environmental and economic planning in rural regions. The CAR aims to promote compliance by Brazilian rural producers, whenever properties registered present fractions of native vegetation below what was defined by law.

SeloVerde is a platform that integrates government data from multiple state and federal sources, making it possible to generate an automated and spatially explicit analysis of all properties registered in a given state. For each rural property, SeloVerde provides free, transparent, and up-to-date information on environmental irregularities (e.g. illegal deforestation, non-compliance with forest code requirements for maintaining forests on a percentage of the property, fines and embargoes), land status (e.g. overlap with protected areas) and labor law violations (e.g. slave-like labor). By combining data derived from animal transport records with other public databases and satellite monitoring, SeloVerde can identify the origin properties of a cattle herd and whether those properties were illegally deforested. SeloVerde is a universal and free tool that meets market requirements to ensure that producers who comply with legislation can access national and international markets.

This grant funding will cover the remainder of the funds needed to make CAR 2.0 and Selo Verde operational in Pará. Specifically, funds will go to: 1. Design and implementation of automatic update quality indicators (Selo Verde 2.0); 2. Design and implementation of potential errors/fraud alerts for CAR and GTA registries (Selo Verde 2.0); 3. Design and implementation of automatic authentication for each report issued (Selo Verde 2.0); 4. Development of a map server for CAR 2.0; 5. High-quality land-use mapping (year 2008missing municipalities); 6. Selo Verde and CAR 2.0 integration via Dinamica EGO platform; and 7. Adapt and optimize Dinamica EGO to fully utilize AWS.

**Appendix B. Approved Budget**

<b>Research and Development activity</b>	<b>Implementation period (months)</b>	<b>Estimated costs (USD)</b>
Design and implementation of automatic update quality indicators (Selo Verde 2.0)	1-3	4,750
Design and implementation of potential errors/fraud alerts for CAR and GTA registries (Selo Verde 2.0)	1-3	4,750
Design and implementation of automatic authentication for each report issued (Selo Verde 2.0)	1-3	4,750
Development of a map server for CAR 2.0	1-3	4,750
High-quality land-use mapping (year 2008) (missing municipalities)	1-10	159,800
Selo Verde and CAR 2.0 integration via Dinamica EGO platform	3-10	90,000
Adapt and optimize Dinamica EGO to fully utilize the AWS computer power in a friendly way	3-10	61,200