



José Carlos Lima

ADVOCADOS ASSOCIADOS



PROPOSTA DE CONSULTORIA JURÍDICA

PREFEITURA MUNICIPAL DE PARAUAPEBAS - SECRETARIA MUNICIPAL DE MEIO AMBIENTE.

I. Apresentação e Objetivo

A presente proposta foi elaborada para a prestação de Consultoria Jurídica junto a Secretaria Municipal de Meio Ambiente, da Prefeitura Municipal de Parauapebas.

O presente plano de trabalho se subdivide em vários objetivos, conforme exposto abaixo:

- a) consultoria;
- b) elaboração de pareceres;
- c) projetos;
- d) acompanhamento de processo de licenciamento;
- e) representação do órgão ambiental municipal junto a órgãos integrantes do SISNAMA;
- f) outros que se fizerem necessários ao complemento dos das atividades e projetos acima.

II. Metodologia de Trabalho.

A consultoria jurídica e demais serviços, serão desenvolvidos junto ao Gabinete do Secretário. A solicitação de serviços será realizada mediante expediente dirigido ao Escritório por ofício ou meio eletrônico.

Os pedidos de parecer e Consultoria Jurídica serão respondidos de acordo com o prazo previamente acertado, a quando da solicitação, a contar do recebimento no Escritório.



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III. Perfil do Escritório.

O titular do escritório de Advocacia José Carlos Lima Sociedade Individual de Advocacia, tem 17 anos de experiência em advocacia pública e ambiental, prestando assessoria a diversos órgãos.

Possuímos atuação na área de direito administrativo e ambiental, atuando em como titular de órgãos ambientais e secretarias de estado, bem como assessoria junto ao Tribunal de Contas dos Municípios. Além de representação da OAB Pará no Conselho Estadual de Meio Ambiente

IV. Corpo de Advogados.

José Carlos Lima da Costa - Advogado formado pela Universidade da Amazônia, desde 2000, pós-graduado na primeira turma de Direito Ambiental da Fundação Getúlio Vargas; vereador de Belém em 1989, sendo um dos autores da Lei Orgânica do Município, especialmente o capítulo de meio ambiente; Deputado Estadual de 1991 - 1998; Assessor da Presidência, assessor de conselheiros e parecerista jurídico de contas em controladoria, do Tribunal de Contas dos Municípios; Secretário de Estado - Chefe da Casa Civil da Governadoria e Secretário Especial de Promoção Social, do Governo do Estado do Pará; Secretário Municipal de Meio Ambiente da Prefeitura Municipal de Belém; Conselheiro representante da Associação Nacional de Órgão Ambientais de Meio Ambiente, junto ao CONAMA; Presidente da Comissão de Meio Ambiente, conselheiro seccional na condição de titular e representante da OAB Pará junto ao COEMA; e Diretor Executivo da Fundação Verde Herbert Daniel, onde é membro do conselho editorial da revista Pensar Verde.

Maria do Rosário Nonato Aranha, formada em direito pela FABEL, especialista em educação ambiental pelo NUMA - Núcleo de Meio Ambiente da UFPa., especialista em Direito Processual e Contadora formada pela UFPa, especialista em Auditoria Pública.

Fabiely Ferreira, advogada, formada pela UNINTER, especialista em direito do trabalho, com experiência e atuação em diversas áreas, incluindo direito ambiental.

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V. Contratação mediante inexigibilidade de licitação. Previsão legal.

Os serviços técnicos profissionais especializados, singular, são serviços que a Administração deve contratar sem licitação, escolhendo o contratado de acordo, em última instância, com o grau de confiança que ela própria, Administração deposite na especialização desse contratado.

Nesses casos, o requisito da confiança em quem deseje contratar é subjetivo. Daí que a realização de procedimento licitatório para contratação de tais serviços - procedimento regido, entre outros, pelo princípio do julgamento objetivo - é incompatível com a atribuição de exercício de subjetividade que o direito positivo confere à Administração para escolha do trabalho essencial e indiscutivelmente mais adequado à plena satisfação do objeto do contrato (cf. § 2º do art. 25 da Lei nº 8.666/93).

O que a norma extraída do texto legal exige é a notória especialização, associada ao elemento subjetivo confiança. Há, no caso concreto, requisitos suficientes para o seu enquadramento em situação na qual não incide o dever de licitar, ou seja, de inexigibilidade de licitação: o profissional contratado é detentor notória especialização.

Como prova da notória especialização, promovemos juntada de documentos que provam a dedicação do Escritório e do profissional ao direito ambiental e direito público.

Assim, certo é que o procedimento a ser adotado é o aqui apontado com base na lei de regência.

VI. Custos e Condições Contratuais

O presente trabalho será coordenado pelo Advogado José Carlos Lima da Costa, que assume total responsabilidade pelo teor do mesmo em nome do Escritório de Advocacia José Carlos Lima Sociedade Individual de Advocacia.

Nossa remuneração pretendida é a seguinte:

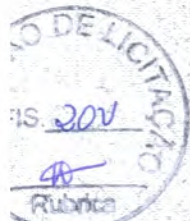
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1. O Contrato de Assessoria Jurídica será de R\$ 15.000,00 (quinze mil reais), mensais;
2. A presente proposta se faz acompanhar de toda a documentação jurídica necessária a contratação do Escritório de Advocacia José Carlos Lima Sociedade Individual de Advocacia.

Belém, Pará, de maio de 2017


José Carlos Lima da Costa

Advogado

Nº 9654 / OAB-PA



CONTRATO DE PRESTAÇÃO DE SERVIÇOS

QUADRO PREÂMBULO

1.	DATA DE ASSINATURA:	24 de fevereiro de 2017
2.	CONTRATANTE:	BELO SUN MINERAÇÃO LTDA.
		CNPJ/MF sob o n. 02.052.454/0001-31, com sede em Altamira, PA, na Rua Dragão do Mar, n. 1025, Bairro Premem, CEP 68372-070.
3.	CONTRATADA:	JOSE CARLOS LIMA E ADVOGADOS ASSOCIADOS
	Rua / N. / Sala:	Av. Conselheiro Furtado, n. 2865, Ed. Síntese, 21, Sala 301
	Bairro:	São Brás
	Cidade / Estado:	Belém
	CEP:	66063-060
	CNPJ:	26.641.849/0001-38
	Telefone:	91-3199-3249
	Representante Legal:	José Carlos Lima
	E-mail:	advogados@josecarloslima.adv.br
4.	OBJETO:	Serviços Consultoria Jurídica e assuntos regulatórios. Diligências, reuniões, visitas a campo, assessoria em geral.
5.	PREÇO:	Valor: Mobilização R\$130.000,00 (cento e trinta mil reais) em até 15 dias da assinatura do contrato. Medição mensal: R\$500,00 (quinhentos reais) a hora, com base em medição mensal.
(1) Fixo ou (2) Variável:		Resposta: 2
(1) Mensal ou (2) Devido por medição e aprovação pela Contratante:		Resposta: 2
Contra Corrente da Contratada: Banco do Brasil, Agência 1882-1, CC 40405-5		
6.	ANEXOS: A CONTRATADA declara que a empresa e todos os seus funcionários conhecem e irão respeitar as políticas da CONTRATANTE, que constituem o Anexo 1 deste Contrato.	
	I - Políticas da Belo Sun	

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Paula M. C. Oliveira
Paula M. C. Oliveira
Dpto. Financeiro
Dec. nº 14-1, de 18/11

Unacceptable types of gifts include:

- a) cash and cash equivalents;
- b) service discounts not available to all people;
- c) gifts over the stipulated limit without approval; and
- d) favours or any form of hospitality or entertainment in return for, or in exchange for, business services or information or a business advantage. Such action may create an actual or perceived conflict of interest or may give the impression of anti-competitive behaviour.

Unacceptable types of entertainment include:

- a) meals and other entertainment for family members and unnecessary business associates;
- b) entertainment in forums that would damage the Company's reputation;
- c) gifts, hospitality or entertainment of an inappropriate value or nature (for example, sexually-oriented) or at inappropriate venues; and
- d) gifts, hospitality or entertainment not designed to further the promotion, demonstration or explanation of the Company's products and services, or pursuant to the execution or performance of a contract between the Company and the Government Official.

D. Travel expenses for government officials or technical personnel

Travel expenses relating to government officials or technical personnel are only to be paid when deemed necessary by Senior Management. Each case is to be dealt with on its own particular facts and merits.

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Paula M. C. Oliveira
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Dpto. Financeiro
Dez. nº 16 11. de 18/11/1999

The following principles will be applied in determining what form of support and in what amount is appropriate:

1. Payment of travel expenses will only be permitted where allowed by local law; in cases of doubt, the approval of the General Counsel should be sought.
2. Travel and accommodation expenses for government officials will normally only be provided for specific events involving the promotion, demonstration or explanation of the Company's products and services, or contract execution or performance;
3. The Company will not pay travel expenses for recreation or entertainment purposes, and normally not for anyone but the relevant government officials themselves, excluding their friends or family members;
4. Travel and related expenses should normally be paid directly by the Company, rather than funds being given to the individual to make arrangements themselves;
5. Cash payments should be avoided to the extent possible. Other monetary payments should be made by traceable instruments to government entities rather than to specific individuals where possible;
6. *Per diem* allowances should only be paid as required, as permitted by local law and in modest amounts.

E. Company support for public infrastructure, political contributions, sponsorship and other charitable contributions

a) *Public Infrastructure*

Support for the construction or provision of public infrastructure should normally only be an element in the project agreements themselves, forming part of the initial project contracts. Such negotiations should be open and transparent and should relate or bear some relation to the project, however indirect. An example might be the provision of a local school or water treatment facility to a community proximal to a mine site. Any such payments must be properly recorded in books and records. Care must be taken to ensure that projects are legitimate, not for

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Marta M. C. Oliveira
Dpto. Financeiro



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the direct or indirect benefit of a government official, and that there is no expectation of favourable treatment in return.

b) Political Contributions

As a general rule, the Company should avoid making political contributions. To the extent such contributions are deemed appropriate by Senior Management of the Company, they may only be:

- i. done in accordance with local and applicable laws;
- ii. made only after obtaining written authorization from the Chief Executive Officer;
- iii. be modest in amount;
- iv. made without an expectation of favorable treatment in return; and
- v. reflected in an accurate and timely manner in books and records.

c) Sponsorship and Charitable Contributions

Any sponsorship or charitable contributions must be carefully examined by Senior Management to ensure they are legitimate and not covert instruments for activities that are otherwise inappropriate, to the benefit a Government Official, or illegal.

F. Exceptions

If there is an immediate and credible threat or risk to physical health, safety or security, a Company Person may make a payment to avoid that risk. Such payments should be small in amount. When such payment is made it must be accurately reflected in books and records and reported to the General Counsel.

V. Books and record keeping obligations

Laws that govern the Company's international business activities require that the Company's books and records be complete and accurate. The Company's books and records must correctly record both quantitative and qualitative aspects of transactions and dispositions of assets.

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Quantitative aspects refer to the amount of the transaction. Qualitative aspects include the written description of the transaction and the accounts that are credited or debited for the transaction. Company personnel must ensure that the substance of a transaction or disposition of assets be accurately described in a timely fashion in the Company's books and records, and be sufficiently detailed to allow a full understanding and audit trail.

Misuse of financial and privileged information, concealment and misrepresentation of facts and figures, manipulation of accounting, financial, personnel, environmental and operational records and plans are strictly prohibited.

If any Company Person has concerns or complaints regarding accounting or auditing issues, he or she is encouraged to submit those concerns to the Chief Financial Officer or a member of the Audit Committee of the Board. Further, the whistleblower policy will be extended to cover any violations of this policy and/or applicable anti-corruption laws.

Business records and communications can become public through legal or regulatory investigations or the media. Company Persons should avoid exaggeration, derogatory remarks, legal conclusions or inappropriate characterizations of people and companies. This applies to communications of all kinds, including e-mail and informal notes or inter-office memos. Records should be retained and destroyed in accordance with the Company's records retention policy in effect from time to time.

VI. Third Party Obligations

The activities of third parties can result in serious civil and/or criminal liability for the Company and Company Persons. Their activities accordingly must comply fully with this Anti-Bribery and Anti-Corruption Policy, Company standards and applicable laws.

A. Who are Third Parties?

Third parties whose activities may engender legal liability for the Company and who are therefore obligated to comply with the provisions of this Code include agents, intermediaries, representatives, consultants, distributors, teaming partners, contractors, suppliers, consortia, business partners and joint venture partners (hereinafter "Third Parties").



B. Due Diligence

Before entering into any agreement with any Third Party, the following due diligence enquiries must be undertaken. The scope of the enquiries will depend upon the nature of their engagement. Due diligence enquiries may include:

1. Background checks including qualifications, financial background, government and political ties, number and reputation of clientele, reputation in community, criminal record checks and possible associations with criminal, terrorist or other proscribed persons or groups. Background checks should be performed by Company officials, assisted where necessary by outside investigators or consultants;
2. Ensuring that compensation requested by a Third Party is appropriate and justifiable for legitimate services rendered;
3. Review by Senior Management of the results of background checks on Third Parties. If the background check reveals problematic information, the Company will not, in the absence of extenuating circumstances, enter into an agreement with that Third Party; and
4. Consultation with the Company's General Counsel, or Corporate Secretary, as applicable, in instances where Senior Management is unsure as to whether the Third Party's background check has revealed problematic information.

The results of these inquiries must be documented and retained by the Company.

C. Obligations on Third Parties

Third Parties are prohibiting from engaging in bribery on the Company's behalf. All Third Parties are required to read, understand and comply with this Anti-Bribery Policy.

D. Third Party Contracts

All contracts concluded with Third Parties must contain provisions to protect Company interests including commitments from the Third Party to:

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1. abide by applicable laws, this Anti-Bribery Policy, the Code of Conduct, as well as such other business conduct commitments as the Company considers necessary;
2. provide full, complete and timely access of books and records to Company Persons or such outside parties representing Company Persons;
3. participate in training and certification relating to anti-bribery or other issues as determined necessary by the Company;
4. otherwise cooperate with the Company in any investigations the Company deems necessary, including after termination of contracts with the Company; and
5. provide written undertakings setting out agreement to the above provisions.

Contracts with Third Parties will provide that failure to comply with the above conditions will be grounds for immediate termination of the Contract.

E. Red Flags

It is important not to turn a "blind eye" to risks that a Third Party might be engaging in bribery. Third Party actions can create liability for the Company, and ignorance of their actions may not be a defence. The Company considers that the following "red flags" constitute indicators of possible irregularities and consequently of a need for Company Persons to exercise higher levels of due diligence in relation to third party relationships:

1. Unusual or secretive financial arrangements, such as payments to:
 - a. an account in the name of another party or at a location unrelated to the transaction, for example an offshore bank account,
 - b. shell companies, and
 - c. entities owned or controlled by government officials or their relatives or associates;
2. Donations or 'gifts' to individuals or outside organizations including charities;

3. Requests for cash transactions, or cheques payable to "bearer" or "cash";
4. Request for a large credit line for a customer;
5. Request for unusual bonuses, extraordinary payments, unorthodox or substantial up-front payments;
6. Reluctance or refusal to disclose ownership;
7. Family ties of a Third Party with a government official;
8. Third Party requests that identity not be disclosed;
9. Third Party is new to the business;
10. Refusal to certify that it will comply with the Company's Anti-Bribery Policy;
11. Lack of transparency in expenses and accounting records;
12. Apparent lack of qualifications, staff, facilities or resources to perform required services;
13. Doing business with "known briber" entities or in countries where bribery is common; and
14. Requests for false or misleading documentation, including inflated, undervalued or backdated receipts.

F. Monitoring and Compliance

After a Third Party has been retained, Company personnel must monitor activities for compliance with the Policy. This monitoring must be documented and the documents retained.

If a Company person knows or reasonably believes the Third Party is engaged in bribery or any other violation of the Policy or Code of Conduct, the Company Person shall immediately advise the General Counsel and attempt to prevent the payment from occurring.

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VII. Communicating and Monitoring of Anti-Bribery and Anti-Corruption Policy

A. Communication of Policies

The Company will ensure that the Anti-Bribery and Anti-Corruption Policy, standards and procedures are effectively communicated to all Company Persons and Third Parties as appropriate.

The Anti-Bribery and Anti-Corruption Policy will be communicated by providing:

- A copy of the Policy to all new Company Persons, and to all Company Persons after amendments are made to the Policy, and Third Parties as appropriate;
- Periodic training for all Company Persons and, where appropriate, Third Parties; and
- Annual certifications by all Company Persons and, where appropriate, Third Parties, certifying compliance with the training requirements and Anti-Bribery and Anti-Corruption Policy, and confirming compliance with all laws, rules and regulations in the jurisdictions where they carry out their duties and where the Company is conducting its business activities.

The General Counsel of the Company shall be responsible for ensuring that annual certifications are obtained on or before the end of the first fiscal quarter of each year for all Company Persons and Third Parties as appropriate, and for providing written confirmation to the Board that such certifications have been obtained and summarizing the results thereof.

B. Annual Review

The Anti-Bribery and Anti-Corruption Policy and anti-corruption compliance standards and procedures including internal controls, ethics and compliance programs will be reviewed by the Company at least annually, and shall be updated as appropriate taking into account relevant developments in the field and evolving international and industry standards.

Any amendments to the Anti-Bribery and Anti-Corruption Policy will be subject to approval by the Company's Board of Directors.



Company Persons are strongly encouraged to actively consider the Company's business practices and to offer suggestions as to how to improve the Company's commitment to honesty, integrity and accountability in its business practices.

C. Monitoring Compliance

Responsibility for implementing and overseeing the Anti-Bribery and Anti-Corruption Policy and related standards and procedures has been given to the Chief Financial Officer. The Chief Financial Officer shall have direct reporting obligations to the audit committee of the board of directors, and shall have an adequate level of autonomy as well as sufficient resources and authority to maintain this autonomy. Chief Financial Officer will respond to any reports of Policy violations and will undertake appropriate action in response.

The Company will conduct periodic review and testing of its Policy and related standards and procedures, designed to evaluate and improve their effectiveness in preventing and detecting violations of the Policy, standards and Procedures and anti-corruption laws, taking into account relevant developments in the field and evolving international and industry standards.

VIII. Obligation to Enforce

A. Incident Reporting and Guidance

All Company Persons are expected to take all reasonable steps to prevent violations of the Anti-Bribery and Anti-Corruption Policy, and to seek guidance when necessary. If violations of laws, regulations or the Anti-Bribery and Anti-Corruption Policy occur they must be reported promptly to the General Counsel or Corporate Secretary, as applicable.

Company Persons and, where appropriate Third Parties, with questions about compliance with the Anti-Bribery and Anti-Corruption Policy may contact General Counsel or Corporate Secretary, as applicable, on an urgent and confidential basis.

Any Company Persons, or if appropriate Third Parties, who make good faith reports of suspected wrongdoing will not suffer adverse consequences, even if the Company loses business as a result.



At the same time, anyone who files a report with the intention of spreading falsehoods or to threaten or damage any employee's reputation will be subject to disciplinary action.

B. Consequences of Non-Compliance

Failure to comply with this the Anti-Bribery and Anti-Corruption Policy may result in severe consequences, including internal disciplinary action and in serious instances, dismissal or termination. In addition, a failure to comply with the Anti-Bribery and Anti-Corruption Policy could amount to a violation of applicable laws or regulations. If it appears that a Company Person may have violated such laws or regulations, the Company may be required to refer the matter to the appropriate regulatory authorities, which could result in penalties, fines or even possibly imprisonment.

C. Remedial Procedures

The Company will implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent similar misconduct including assessing the internal controls, ethics and compliance program and making modifications necessary to ensure the program is effective.