**APEX-BRASIL SPONSORSHIP REGULATION[[1]](#footnote-1)**

**1. GENERAL PROVISIONS**

1.1. This Regulation establishes procedures for the submission, analysis, and deliberation of sponsorships by Apex-Brasil to third-party projects.

1.2. For the purposes of this Regulation, the following terms and definitions are used:

1. **Sponsorship** – communication or marketing initiative, carried out by means of the right of association to a brand and/or image, of the products and services of the sponsor to a third party's project, by signing a sponsorship contract, with the objective of adding value to Apex-Brasil's image, promoting products/services, generating knowledge, or expanding its relationship with target audiences.
2. **Project** – initiative, activity, event, or combination of those, to be performed/executed by third parties, with a defined start and end.
3. **Proposal** – a document submitted by the applicant to Apex-Brasil, containing enough information for the Agency to assess the relevance of the project and the adequacy of the sponsorship.
4. **Applicant** - a legal entity that submits a sponsorship request to Apex-Brasil and is responsible for the execution of the submitted project, including effective compliance with the consideration(s) offered.
5. **Sponsored party** – a legal entity that receives sponsorship from Apex-Brasil.
6. **Sponsor** – Apex-Brasil.
7. **Consideration** – contractual obligation assumed by the applicant that represents returns for Apex-Brasil, in correspondence with the sponsorship granted.
8. **Incentivized Sponsorship** – sponsorship granted in the scope of social, cultural, and sports projects that can enjoy tax incentives at the municipal, state, and federal levels.
9. **Non-Incentivized Sponsorship** – sponsorship granted in the scope of projects that do not have tax incentives.
10. **Institutional return** – result from the sponsorship granted, which contributes to add value to Apex-Brasil's image, disseminate products/services, generate knowledge, or expand its relationship with its public of Interest.

**2. GUIDELINES**

2.1. In case there is budgetary availability, Apex-Brasil may grant sponsorship, of national or international nature, to projects that meet at least one of the following requirements:

1. Expansion of the institutional visibility and increase in the perceived relevance of the operations carried out by Apex-Brasil, aiming to strengthen its image;
2. Business promotion for the companies supported by Apex-Brasil, fostering their exports;
3. Promotion of direct investment attraction by means of business activities or the promotion of the image of Brazil and its companies to their target audience;
4. Promotion of activities to stimulate the internationalization of Brazilian companies; and/or
5. Proposition of actions and events that are consistent with the strategic guidelines of Apex-Brasil.

2.2. Sponsorship may be granted by request of an applicant or directly by initiative of Apex-Brasil upon identifying the opportunity, in accordance with item 2.1, and, in any case, the stages of technical analysis and approvals by Apex-Brasil are mandatory.

2.2.1. Third-party proposals must be submitted to Apex-Brasil, via e-mail to patrocinio@apexbrasil.com.br, along with the form made available at
Apex-Brasil's website, duly completed, and the declaration that they do not incur the refusals provided for in this Regulation (model available at the website), at least 90 (ninety) days prior to the date of the action, activity, or event that are object of the sponsorship, so that there is due time for analysis by the Agency, with the signature of the applicant's legal representative in all forms/documents.

2.2.2. The proposal must contain legal and tax qualification documents, as well as minimum information enabling the Agency's appropriate technical assessment, including:

1. Objectives of the event, project, or action;
2. Target audience;
3. Geographical scope;
4. History of previous supports granted by Apex-Brasil;
5. Considerations / institutional return proposal;
6. Requested amount;
7. Program / definitive or provisional roadmap;
8. Detailed budget spreadsheet,containing quantities, individual costs, and total costs of the event, project, or action.
9. Publicity plan;
10. Assessment and segment/profile of participating audience;
11. Potential partners and/or partnerships;
12. Sponsors involved; and
13. Information on bank details and legal representatives of the applicant.

2.2.3. Apex-Brasil will take the steps and may request all documents it deems appropriate for analysis of the sponsorship proposal, as well as may request, if deemed necessary, proof of suitability between the proposed sponsorship amount and the market practice and/or project cost-benefit ratio, in order to demonstrate the compatibility between the financial amount to be invested and the proposed institutional return.

2.3. The sponsorship amount granted may not exceed 60% (sixty percent) of the project’s full cost, to be detailed by the applicant in a spreadsheet according to paragraph "h" of item 2.2.2. above.

2.4. For granting and maintenance of sponsorship, the applicant must be compliant with their legal and tax conformity, as well as may not have any pending issues with Apex-Brasil, relating to sponsorships, agreements, or contracts for provision of services/ supply of goods, and may not be unqualified to conclude legal instruments due to penalties previously imposed by Apex-Brasil or have been declared unsuitable by the Federal Government.

2.4.1. For proof of the applicant’s legal and tax compliance, the following documents will be required, which must be valid on the date of signature of the legal instrument and throughout the duration of the sponsorship:

1. Proof of registration in the Corporate Taxpayers Registry;
2. Articles of incorporation or bylaws with the changes, if any, duly registered along the competent authorities;
3. Election report and/or act of designation of persons authorized to represent the legal entity, if applicable;
4. Proof of conformity with the National Treasury, by presentation of single Negative Certificate of Debts (CND);
5. FGTS (Government Severance Indemnity Fund) conformity certificate.

2.4.2. For the purpose of proving tax compliance, a Positive Certificate with Effect of Negative Certificate will be accepted.

2.4.3. Tax compliance documents may be replaced by consultation of the supplier’s situation extracted from the Unified Supplier Registration System – SICAF, [on the](file:///C%3A%5CUsers%5Cluis.campos%5CAppData%5CRoaming%5CMicrosoft%5CWord%5Cno) corresponding website of the Federal Government.

2.4.4. In case of foreign applicants, legal qualification documentation will be restricted to the corresponding constitutive acts or similar documents pursuant to the corresponding international legislation, and proof of tax compliance is waived.

2.4.5. In case tax incompliance is verified at the time of sponsorship payment, the sponsored party will be communicated as to resolving the incompliance, subject to penalty of termination of sponsorship contract and/or application of the penalties provided for in this Regulation.

2.5. As a result of Apex-Brasil's analysis – which will cover all aspects of the sponsorship, such as: compatibility between the proposal and Apex-Brasil's object and policies; history of the event, action, or activities and results obtained; adequacy of the proposed amount regarding the considerations offered and/or market practice; among others ─ the Agency’s rights to negotiate the terms offered and to deny proposals from third parties are protected, not generating any obligation or any payment to applicants due to the formalization of sponsorship proposals.

2.5.1. Apex-Brasil’s technical analysis mentioned in item 2.5 will use its own matrix of sponsorship evaluation.

2.6 The sponsored party must, for possible cases, forward to Apex-Brasil the participants’ evaluation of the sponsored activity, action, or event(s), in order to provide Apex-Brasil with means to measure the satisfaction of the public involved.

1. **CONSIDERATIONS**

3.1. To grant sponsorship, Apex-Brasil should be assured, observing the peculiarities of each project, one or more of the following considerations:

1. Display of logo in advertising material, press, billboards, busdoor, radio, TV, internet, social networks, yearbooks, magazines, and other publicity media;
2. Inclusion of logo on banners, posters, folders, invitations, and similar items;
3. Publicization of the name of Apex-Brasil as a sponsor;
4. Assignment of image rights;
5. Granting of space for institutional or Brazilian export products exhibition, if applicable;
6. Participation of Apex-Brasil representatives as speakers;
7. Registration and invitation quotas in numbers to be defined between the parties;
8. Right to distribute promotional material of interest to Apex-Brasil during the action and/or event;
9. Other forms of institutional return that may be proposed, provided they are accepted by Apex-Brasil.

**4. CONTRACT**

4.1. The contract is mandatory in the case of sponsorship and will follow
Apex-Brasil's standard, and may, at its own discretion, follow the format proposed by the sponsored party, provided it allows for the minimum requirements of the object and the obligations and rights of the parties, being effective only after the signature of both parties.

4.2. Contractual changes agreed between the parties, provided they are justified, and those arising from the need for an extension of the validity, will be formalized by means of additional terms.

4.3. Apex-Brasil reserves the right to cancel sponsorship, provided that justified and by written and reasoned act, due to fact sufficiently supervenient for such. The sponsored party will not be entitled to compensation due to the cancellation of sponsorship, except for the right, of sponsored party in good faith, to be reimbursed for the charges it incurred in complying with the contract.

4.4. The sponsored party must execute the sponsorship in the established form and provide all clarifications and information requested by Apex-Brasil, whose complaints they are required to respond promptly, as well as to communicate
Apex-Brasil, immediately and in writing, as to any abnormality found in the execution of sponsorship.

4.5. Apex-Brasil will not accept, under any pretext, the transfer of responsibility from the sponsored party to third parties, nor the claim of lack of material or resources for non-compliance with the obligations assumed.

4.6. The sponsored party is prohibited to speak on behalf of Apex-Brasil and to use the sponsorship contract for any financial transaction or as security, without prior communication to and written authorization from Apex-Brasil.

4.7. The sponsored party must submit to Apex-Brasil standards, especially those of transparency and integrity, and to the Manual for Visual Identification of Apex-Brasil brands.

**5. PROOF OF CONSIDERATIONS**

5.1. The sponsored party is obliged to prove the execution of all considerations agreed upon.

5.1.1. The proof of the consideration to which the sponsored party agreed must be submitted along with a report detailing the results obtained and supporting documents, to be annexed to the sponsorship process, as per the following forms of demonstration, which are not exhaustive:

1. Press: original clippings of each posted ad containing the date and name of the vehicle; recording, on USB stick or CD/DVD, of the videos and audios publicized, with the maps of insertion / purchase of media and invoice for proof.
2. Publicity material: banners, billboards, busdoors, other similar items, photos, recorded in media (USB stick or CD/DVD) with date and local identification and invoices proving production of the quantity provided for in contract.
3. Printed material: copies of each piece produced and invoices proving production of the quantity provided for in contract, for each item made.
4. Mentions (live or through voiceover) of the sponsor: audio and video recordings and endorsement of the contract inspector in monitoring report.
5. Publication of institutional film: audiovisual record of the exhibition at the venue of execution of the project and endorsement of the contract inspector in monitoring report.
6. Insertion of the sponsor's brand on website, with link to Apex-Brasil's website: printed pages of the website with identification of verification dates.
7. Delivery of quotas of tickets, publications, USB sticks, CDs, DVDs, among others: original receipts, with copy, proving the delivery of the expected quota to the sponsor.
8. Making space available to the sponsor for insertion of ad or text in publications: copy of the publication.
9. Making space available to the sponsor for installation of banner and / or blimp at the event venue: photos, recorded in media (USB stick or CD/DVD) containing date and location identification.
10. Assignment of space to the sponsor for promotional actions (closed sessions, lectures, previews, among others): photos, recorded in media (USB stick or CD/DVD), with date and location identification for verification and endorsement of the contract inspector in monitoring report.
11. Assignment of right to use project-related images in the sponsor’s institutional advertising campaigns, including on its website, without any burden to Apex-Brasil: statement by the sponsored party, with authentication in notary, attesting to the assignment of rights to the sponsor and delivery of media (USB stick or CD/DVD) containing the photos of the event.

5.1.2 In the event of non-compliance with any consideration agreed upon in the contract, the sponsored party must formally inform and justify the non-execution, and Apex-Brazil is entitled to analyzing and accepting or refusing the reasons presented, observing the adversarial principle and broad defense.

**6. PAYMENTS**

6.1. The sponsorship resources will be released after billing authorization by Apex-Brasil, which should preferably occur after the effective execution of the activity, action, or event. However, at Apex-Brasil's discretion, there may be intermediate or advance installments, provided that they are paid according to Apex-Brasil's payment schedule and with due prior proof of the deliveries proposed for each of these steps.

6.2. The release of financial resources by Apex-Brasil may be suspended or adjusted in the event of non-compliance with any clause of the sponsorship contract or of failure to prove the considerations.

6.2.1. The suspension of the release of financial resources from Apex-Brasil will remain in force until there is compliance with the requirements and correction of resolvable incompliances by the sponsored party.

6.2.2 Failure to prove any item established as consideration allows
Apex-Brasil to review the sponsorship amount by applying adjustments, as per the percentage provided for in the legal instrument established between the parties, or by using proportional and reasonable criteria in the event of omission in the contract.

6.2.3. In case of adjustment, the sponsored party is responsible for issuing the collection document discounting the corresponding amount.

6.2.4. When the applied adjustment exceeds the amount still pending release, or when payment is made in advance, the sponsored party must arrange the return of the amount to Apex-Brasil within 10 (ten) days from the notification.

**7. PENALTIES**

7.1. By total or partial failure to comply with the obligations assumed with
Apex-Brasil, including in cases of non-execution or non-proof of the considerations, the sponsored party will be subject to the following penalties, guaranteed prior defense and without prejudice to the other applicable comminations:

1. Written notification;
2. Fine, as per the contract instrument;
3. Unilateral termination of sponsorship, without prejudice to the other penalties;
4. Adjustment in amount, proportional to the non-compliance with obligations;
5. Disqualification to conclude new sponsorships and contracts with Apex-Brasil within 02 (two) years; and
6. Compensation for losses and damages, duly proven, that partial or total non-execution causes to Apex-Brasil.

7.1.1 Fines may be imposed by deduction in payments due by Apex-Brasil.

7.1.2. The penalties provided for will be independent to one another and may be applied separately or cumulatively, without prejudice to other appropriate measures.

7.1.3. In the application of penalties, proportionality between the severity of the infringement and the severity of the penalty should be observed, which is to be regulated by act of the Executive Board.

**8. FINAL PROVISIONS**

8.1. Throughout the process, from the initial proposal to the termination of the contract, the sponsored party must maintain close relationship with Apex-Brasil's representative(s) designated to monitor the execution of the sponsorship, in order to ensure absolute transparency and full success of the project, aiming at satisfactory result for both parties.

8.2 Apex-Brasil’s Executive Board will issue the Apex-Brasil Sponsorship Manual, with the procedures to be observed by internal departments in the execution of this Regulation, and which will include the methodology for analysis of the cost-benefit ratio of the sponsorship project.

8.3 The sponsorship grant will be approved:

a) by Apex-Brasil’s Executive Board, regardless of amount; or

b) by Apex-Brasil’s Deliberative Council, in case sponsorship amount, incentivized or non-incentivized, exceed R$ 1,000,000.00 (one million reais).

8.4 Apex-Brasil’s sponsorship granting will not consider:

1. Projects for dissemination in media or media platforms that function as a dissemination vehicle, including event transmissions, where considerations are, exclusively, receiving media time and/or space in a dissemination vehicle for exclusive use of the sponsor, without association with the sponsored project.
2. Exchange of materials, products, or services for dissemination of a concept of positioning and/or exposure of brand.

8.5 Apex-Brasil will also not sponsor:

1. Projects of a political-partisan nature and projects of a religious nature, except, in the latter case, those that fall in the Intangible Heritage segment.
2. Projects whose investments, as sponsorship or support, aim at funding election campaigns, holding rallies, speeches, or any other activity associated with political parties, candidates, and/or coalitions.
3. Projects that have personal promotion of public servants or authorities.
4. Celebration events of class association or of representation of social groups.
5. Anniversary festivities of municipality, institution, association, and others, except those that are of interest to Apex-Brasil, due to their historical importance or relevance on the national context.
6. Projects of a carnival and Christmas nature, except those deemed of fundamental interest to Apex-Brasil.
7. Production of CD or DVD of any nature, admitting the insertion of brand in these products, as a sponsorship consideration.
8. Sports club and/or team of any sort.
9. Projects proposed by individuals.
10. Projects of legal entities whose manager, partner, or administrator is employed by the Agency or is a member of the Apex-Brasil’s Deliberative Council, Fiscal Council, or Executive Board or, also, a person who has with these relationship of kinship up to third degree. The same applies to the technical work of these persons in the production of the project.
11. Projects submitted by Direct Public Administration bodies as an executing entity to be hired.
12. Projects submitted by entities or companies that are delinquent to Apex-Brasil or other public administration bodies.
13. Projects that exploit child labor, degrading labor, or slave labor.
14. Projects that present prejudice of any nature.
15. Projects that are related to gambling or speculative games.

8.6. This Regulation will enter into force on the date of its approval.

8.7. Omissions and exceptions to this Regulation will be resolved by
Apex-Brasil’s Deliberative Council.

8.8. Doubts as to the interpretation of this Regulation will be resolved by the legal department of Apex-Brasil.

**9. HISTORY OF DEVELOPMENT AND CHANGES**

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| --- | --- | --- | --- |
| **Number of the Instruction**  | **Instrument of Approval** | **Approval Date** | **Effective from** |
| INA 031-00 | RD No. 20-11/2009 | October 29, 2009 | October 29, 2009 |
| INA 031-01 | RD No. 08-04/2011 | April 25, 2011 | April 25, 2011 |
| INA 031-02 | RD No. 26-06/2013 | September 6, 2013 | August 1, 2013 |
| Sponsorship Regulation  | RD No. 05-03/2017, approved by CDA Resolution No. 05/2017 | May 12, 2017 (RD)May 25, 2017 (CDA Resolution) | May 12, 2017 (RD)May 25, 2017 (CDA Resolution) |

1. Approved by Apex-Brasil's Deliberative Council through **CDA Resolution No. 9/2019** [↑](#footnote-ref-1)