



Compra : Linhas de Contrato

Unidade de Negócios
EUA1
500 Oracle Parkway
Redwood City, 94065

Número do Contrato	RUM012
Nome do Contrato	Contrato de Abastecimento
Data Inicial	4/12/19
Data Final	
Valor	0,00 BRL
Contato	Roth, Calvin
Telefone do Contato	675-5336
E-mail do Contato	calvin.roth_ecpz@oracledemos.com

Fornecedor

Lee Supplier
11900 MARKET ST
RESTON, 20190

Linhas do Contrato

Número da Linha	Nome	Valor da Linha (BRL)	Data Inicial	Data Final
1	Diesel		4/12/19	

Termos e Condições do Contrato

1 General Terms

1.1 Introduction

This Agreement is made between Vision Operations, a Delaware Corporation, (hereafter, Company) and the supplier referenced above, (hereafter, Supplier) for the purposes of fulfilling Company's need of facilities services of Supplier, such services being more fully described in Statements of Work, to be issued and agreed to, subject to the conditions in this Agreement. In consideration of the mutual promises set forth herein, the parties agree to the following terms and conditions.

1.2 Services

Supplier agrees to provide services and materials per the Statement of Work (SOW) to be issued by Company. Any changes to the services and/or materials requested by Company and accepted by Supplier will be in the form of a Change Order to this Agreement and shall be incorporated herein by reference as though fully set forth in this Agreement. Each Change Order shall contain, among other provisions, a description of the services to be performed and materials to be provided, the delivery or performance schedule, an estimate of the number of hour/days required, the personnel of Supplier providing the services, rates and all other costs.

1.3 Relationship of Parties

Personnel of Supplier shall be and remain at all times during any assignment employees of Supplier, and Supplier shall perform services for Company as an independent contractor. Supplier shall be solely responsible for 1) services performed by personnel of Supplier, 2) payment of all compensation owed to personnel of Supplier, including payment, if applicable, of employment-related taxes and benefits and worker's compensation insurance, and 3) the filing of all required employment returns and reports, and the withholding and/or payment of all applicable federal, state and local taxes or other assessments based on wages or employment. Supplier shall indemnify, defend and hold harmless Company from any employment-related tax assessment, penalties, interest, fines, reasonable attorney's fees and other costs incurred by Company as a result of Supplier's breach of this paragraph. Personnel of Supplier shall not be eligible to receive any Company benefits including, but not limited to, health and welfare benefits and benefits under Company retirement plans.

1.4 Facilities Terms of Agreement

The term of this Agreement shall commence on 4/12/19. Company shall have the right to terminate this Agreement or renegotiate a Statement of Work with five (5) day's prior written notice to Supplier. Company shall reimburse Supplier for any authorized services performed under a Statement of Work or a Change Order through the date of termination for which payment is due. Notwithstanding the foregoing, either party may terminate this Agreement upon ten (10) days written notice to the other if the other has materially failed to perform its obligations hereunder and not cured such failure within five (5) days after such notice.

1.5 Solicitation of Employment

Supplier agrees that it will not solicit for employment, or employ directly or indirectly, Company's personnel during the term of this Agreement or for a period of (6) months thereafter; provided, however, if Supplier is interested in employing personnel of Company or former personnel of Company who have terminated employment within (6) months of the end of the term of this Agreement, and Supplier, without first communicating either directly or indirectly with the present or former personnel, obtains a waiver from Company upon terms and conditions acceptable to Company, then Supplier may proceed to hire that person. Company agrees that it will not solicit for employment, or employ directly or indirectly, an employee of Supplier provided under a Statement of Work to this Agreement during the initial twelve (12) month period of time of the Statement of Work under which such employee performs services; provided, however, if Company is interested in employing current personnel of Supplier or former personnel of Supplier who have terminated employment within (6) months of the end of the term of any Statement of Work under which the employee performs services, and Company, without first communicating either directly or indirectly with the present or former personnel, obtains a waiver from Supplier upon terms and conditions acceptable to Supplier, then Company may proceed to hire that person.

1.6 Proprietary Information

1.7 Patent and Copyright; Publicity

Supplier represents and warrants that the services provided by Supplier shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right of any third party. Neither party shall make any news release, public announcement, advertisement or other form of publicity concerning the party's relationship, or the services Supplier is providing, has provided or will provide to Company without the prior written approval of the other party, and to which

each party shall respond within 5 (five) business days notice from the other party. No license to trademarks or service marks is granted hereby, and no such use is permitted unless in writing by Company.

1 8 Additional Conditions

1 9 Warranty of Performance

1 10 Combustível

Abastecimento de Diesel

CLÁUSULA PRIMEIRA – DO OBJETO

1.1 – Este Contrato estabelece o expresse acordo entre as Partes sobre os termos e as condições dos quais o **CONTRATADO** fornecerá ao **CONTRATANTE** e este comprará, receberá e pagará, por todos os produtos combustíveis/lubrificantes.

CLÁUSULA SEGUNDA – DA VIGÊNCIA

2.1 – O prazo deste contrato é indeterminado, tendo vigência a partir de ____ de _____ de _____.

CLÁUSULA TERCEIRA – DO PAGAMENTO

3.1 – O pagamento dos produtos combustíveis/lubrificantes se dará da forma indicada abaixo:

3.1.1 – Será enviado ao **CONTRATANTE** nota fiscal, bem como relatório discriminado referente aos produtos combustíveis/lubrificantes adquiridos, no endereço constante no preâmbulo deste Contrato;

1. – Acompanhará os documentos acima boleto bancário;
2. – O boleto bancário enviado deverá ser quitado até a data indicada, sob pena de incidir sobre o montante os encargos discriminados na cláusula abaixo e a compensação por custos de recuperação da dívida.

3.2 – A concessão de qualquer condição de pagamento diversa daquela acima estipulada será entendida como mera liberalidade concedida a exclusivo critério do **CONTRATADO**, que poderá suspender ou encerrar tal liberalidade, a qualquer momento, imotivadamente ou em decorrência do descumprimento de qualquer cláusula e/ou condição deste Contrato pelo **CONTRATANTE**, ou, ainda, na hipótese de iminente incapacidade do **CONTRATANTE** de honrar com o pagamento de suas dívidas. Em qualquer hipótese, o **CONTRATANTE** dispensa o **CONTRATADO** de antecipadamente cientificá-lo do término de uma liberalidade, ainda que tal dispensa e/ou o término da liberalidade em si implique(m) em perdas para o **CONTRATANTE**, que não serão indenizados pelo **CONTRATADO**.

CLÁUSULA QUARTA – DA CORREÇÃO MONETÁRIA, JUROS MORATÓRIOS E MULTA MORATÓRIA

4.1 – Caso o pagamento não seja efetuado integralmente até o prazo indicado no boleto bancário enviado, caberá ao **CONTRATADO** o direito a cobrança de multa moratória de 2% (dois por cento), além da incidência de juros de mora no importe de 2% (dois por cento) ao mês, mais correção monetária com base no Índice Geral dos Preços do Mercado – IGP-M da Fundação Getúlio Vargas sob o valor do débito.

CLÁUSULA QUINTA – DAS DISPOSIÇÕES GERAIS

5.1 – Caso o boleto bancário não venha a ser quitado no prazo de 30 (trinta) dias, poderá o **CONTRATADO**, após este prazo, protestá-lo perante o cartório competente.

5.2 – As custas do protesto, bem como para sua exclusão, correrão por conta do **CONTRATANTE**.

CLÁUSULA SEXTA – DO TÍTULO EXECUTIVO EXTRAJUDICIAL

6.1 – O presente contrato é título executivo extrajudicial, nos moldes do disposto no artigo 585, inciso II do Código de Processo Civil pátrio.

CLÁUSULA SÉTIMA – DA RESCISÃO

7.1 – A parte que desejar rescindir o presente contrato deverá fazê-lo por escrito, através de notificação extrajudicial por cartório ou por correio, desde que acompanhado do devido "Aviso de Recebimento".

CLÁUSULA OITAVA – DO FORO

8.1 – As partes elegem o foro da Comarca de Belo Horizonte/MG como único competente para dirimir as controvérsias decorrentes deste Contrato, com renúncia expressa a qualquer outro.

E por estarem assim, justas e contratadas, assinam as partes o presente instrumento em duas vias de igual teor e forma, perante as testemunhas abaixo indicadas.

Belo Horizonte, ____ de _____ de 2007

CONTRATANTE

CONTRATADO

Testemunha 1

Nome:

CPF:

End.:

Testemunha 2

Nome:

CPF:

End.:

2 Environmental & safety

2 1 Environmental Liability and Safety Notifications

3 Payment and Insurance

3 1 Prices and payment

All services performed by Supplier shall be rendered in accordance with the costs set forth in a Statement of Work. Company will pay Supplier per the terms identified in Statement of Work or in a Change Order. Supplier's personnel will work within Company's normal business hours unless otherwise stated in Statement of Work. Travel time by Supplier's personnel to Company's premises will not be reimbursed. Supplier shall invoice Company per the terms stated in Statement of Work for all services provided. All invoices shall prominently reference Company's purchase order number. Failure to include the appropriate purchase order number on an invoice will result in delayed payment. A statement setting forth a full description of the services and materials supplied, the dates of performance and the personnel utilized by Supplier shall accompany the invoice. Supplier shall keep complete and accurate financial records relating to the services performed and materials supplied pursuant to this Agreement. Supplier shall retain all of said records for a minimum of three years. Supplier shall provide Company, its auditors, regulators or security personnel, reasonable access to inspect, examine and audit the records of Supplier that are relevant to the services and materials supplied to Company pursuant to this Agreement. Company shall make payment of undisputed amounts within thirty days after Company's receipt of Supplier's invoice. Disputed amounts shall be paid within thirty days of resolution. If Company makes changes in the scope of the work set forth in a Statement of Work and such changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule shall be agreed upon and a Change Order reflecting the changes will be executed.

3 2 Insurance