

**EXHIBIT VI**  
**GUIDELINES FOR THE APPRAISAL COMPANY'S AND THE INDEPENDENT**  
**INSPECTOR'S PERFORMANCE**

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**1. Preamble and purposes**

**1.1.** The purpose of this Exhibit is to govern the performance rules applying to the APPRAISAL COMPANY and the INDEPENDENT INSPECTOR, in order to provide support to ARSESP's inspection.

**1.2.** The terms defined and used in the Exhibit hereto have the same meaning assigned to them in the AGREEMENT and in the other EXHIBITS.

**1.3.** It will be incumbent on the APPRAISAL COMPANY to act in the annual CERTIFICATION of INVESTMENTS, pursuant to Exhibit V - REGULATORY FRAMEWORK while the INDEPENDENT INSPECTOR will be in charge of measuring and monitoring COVERAGE AND LOSSES TARGETS AND INDICATORS under Exhibit II - TECHNICAL EXHIBIT OF EACH MUNICIPALITY and in EXHIBIT VII - U FACTOR, Q FACTOR AND QUALITY INDICATORS, pursuant to Exhibit V - REGULATORY FRAMEWORK.

**1.4.** ARSESP will monitor the INDEPENDENT INSPECTOR's and the APPRAISAL COMPANY's performance and make any final decision on the respective matters, in administrative sphere.

**2. Deadlines under the Agreement and performance rules**

**2.1.** For the 1<sup>st</sup> FEE CYCLE, SABESP will retain the INDEPENDENT INSPECTOR and the APPRAISAL COMPANY within a period of up to forty-five (45) days that can be postponed for another fifteen (15) days as of the DATE OF EFFECTIVENESS, and such retaining will be communicated to ARSESP within a period of up to five (5) days of the respective retaining.

**2.2.** SABESP shall act to maintain INDEPENDENT INSPECTOR and APPRAISAL COMPANY retained throughout the term of effectiveness of the AGREEMENT.

**2.3.** SABESP shall retain an INDEPENDENT INSPECTOR and APPRAISAL COMPANY pursuant to the rules under item 6 of this EXHIBIT.

**2.3.1.** For the 1<sup>st</sup> FEE CYCLE, any retainer of an INDEPENDENT INSPECTOR and an APPRAISAL COMPANY may be used if made by SABESP prior to the DATE OF EFFECTIVENESS, provided that such contractors comply with the requirements under items 6.1 to 6.3.6 and both SABESP and the contractors express agreement with the PARTIES' obligations and responsibilities and with ARSESP's prerogatives towards the INDEPENDENT INSPECTOR's and the APPRAISAL COMPANY's performance.

**2.4.** Once retained, the INDEPENDENT INSPECTOR and the APPRAISAL COMPANY will have access to all the documentation, data and information necessary for the CERTIFICATION of the

INVESTMENTS and measurement of the INDICATORS AND UNIVERSALIZATION AND LOSSES TARGETS, including those produced prior to the respective retaining.

**2.5.** All documents the APPRAISAL COMPANY and the INDEPENDENT INSPECTOR produce shall be sent to ARSESP, the GRANTING POWER and SABESP simultaneously under this EXHIBIT and Exhibit V - REGULATORY FRAMEWORK, and prior notice or approval of their content by URAE-1 - Southeast, ARSESP, the STATE or the MUNICIPALITIES cannot be required.

**2.6.** Broad transparency shall be ensured to the opinions and reports the APPRAISAL COMPANY and the INDEPENDENT INSPECTOR issue and to the decision-making power and validation by ARSESP of the documents the APPRAISAL COMPANY and the INDEPENDENT INSPECTOR prepare.

**2.7.** ARSESP and SABESP may request, at any time, information or clarifications directly from the APPRAISAL COMPANY or the INDEPENDENT INSPECTOR, in which case the APPRAISAL COMPANY and the INDEPENDENT INSPECTOR shall forward any reports, technical reports, information or clarifications, to ARSESP and SABESP simultaneously, without prior notice or consent of any of ARSESP or SABESP, including from the requester of the report, technical report, information or clarification.

**2.8.** SABESP will provide the APPRAISAL COMPANY and the INDEPENDENT INSPECTOR while performing their duties assigned thereto under the AGREEMENT and EXHIBITS thereto with free access by physical means and through a computerized system on a WEB environment, at any time, to the areas, facilities and venues where the SERVICES are provided, and to the books, records and documents related to the activities and services covered by the AGREEMENT, including statistics and administrative and accounting records, and SABESP will provide within the term established in any notification in relation to such items the clarifications formally requested.

**2.8.1.** The computerized system on a WEB environment mentioned in item 2.8. above shall be implemented by SABESP within six (6) months from the DATE OF EFFECTIVENESS of the AGREEMENT.

**2.9.** Both ARSESP and SABESP have the prerogative to monitor the performance measurement process the INDEPENDENT INSPECTOR carries out and the CERTIFICATION processes the APPRAISAL COMPANY carries out by means of audits, and to make technical visits or requests for any information concerning the AGREEMENT.

**2.10.** ARSESP will have the prerogative to determine SABESP to terminate any of the agreements entered into with the APPRAISAL COMPANY or INDEPENDENT INSPECTOR, pursuant to item 6.10 below.

**2.11.** Any interest of SABESP in terminating any agreement with the APPRAISAL COMPANY or the INDEPENDENT INSPECTOR shall be submitted to ARSESP's prior approval, upon which the respective grounds therefore shall be presented.

**2.12.** If, through a respective administrative process, any involvement in collusion on the part of SABESP, its representatives, its agents and/or its employees with the APPRAISAL COMPANY or the INDEPENDENT INSPECTOR aiming at a fraudulent performance of their roles and obligations, according to the provisions of the AGREEMENT and EXHIBITS thereto is demonstrated, the applicable administrative, civil and criminal sanctions will be adopted and the mandatory communication to the accrediting entity in relation to all those involved, without prejudice to the administrative sanctions that may be imposed on SABESP, under the AGREEMENT and EXHIBITS thereto.

**2.13.** The INDEPENDENT INSPECTOR's and the APPRAISAL COMPANY's performance must be equidistant between the PARTIES and ARSESP.

**2.14.** SABESP is not mandated under the Agreement to assign any space on its premises occupied with infrastructure (furniture, internet access, power, etc.) to accommodate the teams, or to provide any type of PPE or instruments/equipment necessary to perform the activities of the APPRAISAL COMPANY and the INDEPENDENT INSPECTOR while the conditions of access to the necessary infrastructure, documents and data shall be ensured.

### **3. APPRAISAL COMPANY's Performance**

**3.1.** The APPRAISAL COMPANY shall produce the ASSET APPRAISAL REPORTS and CERTIFICATION by the dates set forth in Exhibit V - REGULATORY FRAMEWORK.

**3.2.** The validation procedure of the ASSET APPRAISAL REPORT and the INVESTMENTS calculation brief for the physical accounting reconciliation will allow the approval of the amounts by ARSESP, including those undisputed whenever there is a divergence between ARSESP and SABESP, pursuant to Exhibit V - REGULATORY FRAMEWORK.

**3.3.** For the purpose of its performance, the APPRAISAL COMPANY shall comply with the rules set forth in ARSESP Resolution No. 1,488 of January 12, 2024, or any other that may replace it.

### **4. INDEPENDENT INSPECTOR's Performance**

**4.1.** It is incumbent on the INDEPENDENT INSPECTOR to evaluate SABESP's performance in the provision of SERVICES, verify whether the COVERAGE AND LOSSES TARGETS AND INDICATORS level of achievement, pursuant to the AGREEMENT, in EXHIBIT II - TECHNICAL EXHIBIT OF EACH MUNICIPALITY and in Exhibit VII - U FACTOR, Q FACTOR AND QUALITY INDICATORS, to support ARSESP's performance.

**4.2.** For the performance of its duties, the INDEPENDENT INSPECTOR shall collect the information necessary to ascertain the COVERAGE AND LOSSES TARGETS AND INDICATORS, including through field measurements and on-site inspections, to, based on such information, prepare reports and technical reports with the ascertainment of the COVERAGE AND LOSSES TARGETS AND INDICATORS, and for such purpose, the INDEPENDENT INSPECTOR shall have access to the entire SABESP database, promote an integration of the PARTIES' teams and align the best practices to be adopted when monitoring and verifying the COVERAGE AND LOSSES TARGETS AND INDICATORS.

**4.3.** The INDEPENDENT INSPECTOR may also, when applicable, require SABESP to send information, as provided for in the AGREEMENT.

**4.4.** In the exercise of its activities, the INDEPENDENT INSPECTOR shall produce reports with the periodicity required in the AGREEMENT and in the EXHIBITS thereto, containing the information obtained under item 4.2 of this EXHIBIT, in order to present the ascertainment of the COVERAGE AND LOSSES TARGETS AND INDICATORS for the validation of ARSESP and allow the ADJUSTMENT or PERIODIC FEE REVIEW by ARSESP, subject to the rules under the AGREEMENT and in Exhibit V - REGULATORY FRAMEWORK.

**4.5.** The GRANTING POWER has the prerogative to monitor the performance measurement process carried out by the INDEPENDENT INSPECTOR by means of audits and/or ARSESP, and to make technical visits or requests for any information concerning the AGREEMENT.

### **5. Miscellaneous**

**5.1.** If the INDEPENDENT INSPECTOR or the APPRAISAL COMPANY is not hired or kept hired due to a reason attributable to SABESP other than an act or omission on the part of URAE-1 - Southeast, the STATE, the MUNICIPALITIES or ARSESP, the COVERAGE AND LOSSES TARGETS AND INDICATORS will then be considered to have been fully breached.

**5.2.** Within twenty (20) days of the respective retaining, the INDEPENDENT INSPECTOR and the APPRAISAL COMPANY shall present a work plan, at least annually, which will be analyzed by ARSESP within ten (10) days to verify compatibility with the guidelines of the REGULATION, the AGREEMENT and the EXHIBITS.

**5.2.1.** If ARSESP requests changes to the work plan referred to in item 5.2 above, such changes shall be incorporated by the INDEPENDENT INSPECTOR and the APPRAISAL COMPANY, as applicable, within ten (10) days of receipt, for subsequent verification by ARSESP, of the changes made.

**5.3.** The work plan to be presented must include the methodology to be applied to SABESP's performance measurement in complying with the COVERAGE AND LOSSES TARGETS AND INDICATORS, and in the preparation of the ASSET APPRAISAL REPORT and CERTIFICATION.

**5.4.** The work plan to be presented must include the methodology to be applied for technical and technological assistance to allow ARSESP to monitor and validate the information in a timely manner to carry out the ADJUSTMENT and each PERIODIC FEE REVIEW.

**5.5.** Any agreements signed will be effective for a five (5) year term, subject to a one-time extension for an equal period, by mutual agreement of the parties to the agreement. Upon termination of such agreements, SABESP shall retain new companies or consortia of companies to perform such activities, as the case may be, and the teams of such new contracted companies must be composed of professionals other than those who were part of the teams whose work ended in any previous agreement.

**5.5.1.** Exceptionally for the first FEE CYCLE, any agreements to be entered into with the APPRAISAL COMPANY and the INDEPENDENT INSPECTOR may be effective for six (6) years.

**5.6.** SABESP shall provide, with the advance provided for in the AGREEMENT in the event of termination of the agreement, the performance of the APPRAISAL COMPANY and the INDEPENDENT INSPECTOR within the scope of the Operational Demobilization Program.

## **6. Requirements for the agreement**

**6.1.** Only companies in the conditions below may be retained as an APPRAISAL COMPANY and INDEPENDENT INSPECTOR:

**(a)** not being under the effects of any penalty of temporary suspension of participation in any bidding and being barred from entering directly or indirectly into any contract with the Government of the STATE, as a result from article 81 of Law No. 6,544/1989, or from the APPLICABLE LEGISLATION;

**(b)** have not been declared unfit to bid or to enter into any contract with the Government of any federative entity, as provided for in 156 of Federal Law No. 14,133/2021;

**(c)** have not been sentenced in a final and unappealable judgment to the penalty of interdiction of rights due to the practice of environmental crimes, as governed by article 10 of Federal Law No. 9,605/1998;

**(d)** have no registration on its records referred to in article 22 of Federal Law No. 12,846/2013 and article 5 of State Decree No. 60,106/2014 of any sanction whose effect is to bar any participation in bidding or contracting;

**(e)** have not been prohibited by an Administrative Economy Defense Council (CADE) Full Bench Session from participating in biddings promoted by the Government, due to the practice of violation of the economic order, under article 38, item II, of Federal Law No. 12,529/2011;

**(f)** are not prohibited from entering into contract with the Government due to a sanction that restricts its rights arising from an environmental administrative infraction, under article 72, paragraph 8, item V, of Federal Law No. 9,605/1998;

**(g)** are not prohibited from entering into contract with the Government due to having been sentenced due to corruption, under article 12 of Federal Law No. 8,429/1992;

**(h)** have not been declared unfit to enter into contract with the Government by a Full Bench Session of the Accounting Court of the State of São Paulo, pursuant to article 108 of State Complementary Law No. 709/1993;

**(i)** have not been temporarily suspended, prevented or declared unfit to participate in biddings or to enter into contracts with the Government due to breaching the Access to Information Law, pursuant to article 33, items IV and V, of Federal Law No. 12,527/2011 and article 74, items IV and V, of State Decree No. 58,052/2012;

**(j)** not being a cooperative company, in view of the prohibition under paragraph 1 of article 1 of State Decree No. 55,938/2010, with the wording given by State Decree No. 57,159/2011;

**(k)** not being in a situation of insolvency, liquidation, temporary special administration regime or intervention, or even having been adjudicated as bankrupt by a court decision;

**(l)** not be controlled, not being the CONTROLLING COMPANY, and/or companies under common control, directly or indirectly, under the terms defined in the AGREEMENT, and of a foreign parent company of a Brazilian branch of SABESP, or its shareholders;

**(m)** not to have partners holding direct or indirect interest in the management or in the ownership structure of SABESP;

**(n)** do not have, in relation to SABESP, STATE or MUNICIPALITIES, any commercial relationship that characterizes a conflict of interest under the APPLICABLE LEGISLATION or kinship, including spouse, partner or relative in a straight bloodline, collateral or by affinity, up to the third degree; and

**(o)** do not have among the members of the technical teams: (i) civil servant or officer of any body/entity responsible for the management or monitoring of the AGREEMENT; (ii) person who has been, in the period between the last six (6) months from the date of execution of the AGREEMENT and until the beginning of its performance under the AGREEMENT, a civil servant or officer of the contracting body/entity/responsible for the AGREEMENT and/or for the sale of the SABESP's CONTROL under State Law No. 17,853/2023; and (iii) person who is or has been, in the last six (6) months, an officer, manager, employee or partner of SABESP's shareholders.

**6.2.** The requirements set forth in items (l), (m) and (n) above must also be met by any subcontractors of the companies or consortium of companies contracted by SABESP to perform the activities dealt with in this EXHIBIT.

**6.2.1.** For the purposes of item (n) of item 6.1 above, any INDEPENDENT INSPECTOR or APPRAISAL COMPANY candidate must present the commercial links it has in relation to SABESP, STATE or MUNICIPALITIES for evaluation by ARSESP.

**6.3.** The APPRAISAL COMPANY and the INDEPENDENT INSPECTOR must demonstrably have previous experience in the rendering of the services that will be contracted, with a minimum experience of two (2) years, which can be proven by any suitable document, and a self-declaration of experience may be admitted only if supported by documents demonstrating the veracity of the information, with characteristics similar to the following:

**6.3.1.** As to the APPRAISAL COMPANY:

- (a)** Certification/verification/examination and validation processes of systems and works;
- (b)** Process of appraisal of large assets, preferably in the basic sanitation sector, including physical-accounting reconciliation through field inspections;
- (c)** Management;
- (d)** Supervision; and
- (e)** Inspection and control.

**6.3.2.** In the case of the INDEPENDENT INSPECTOR:

- (a)** Scrutiny or independent inspection of concession projects or public-private partnership, preferably in the basic sanitation sector
- (b)** Evaluation of performance indicators; and
- (c)** Inspection and control.

**6.3.3.** The experience may be proven by the company or consortium of companies, or by a specialized technical professional.

**6.3.4.** Experience must be proven by means of a certificate or statement issued by a public or legal entity governed by public or private law attesting that an APPRAISAL COMPANY and INDEPENDENT INSPECTOR candidate does business as an enterprise of the industry that involves rendering of services and that offers a physical network (for example, sanitation companies or power distribution or pipelined gas companies), covering services of similar characteristics or of technological and operational complexity similar to those listed in the activities under items 6.3.1 and 6.3.2, respectively, and under this AGREEMENT.

**6.3.5.** Professionals appointed to compose the technical team of the APPRAISAL COMPANY, in order to comply with the scope, shall be duly professionally skilled for the necessary certifications, with the issuance of reports and/or technical reports to measure compliance with all the requirements, guidelines and technical specifications contained in the AGREEMENT, in compliance with national and international standards and other techniques and methods applicable to the complexity of basic sanitation works, including, for example:

- (a)** Civil engineer on work site;
- (b)** Civil engineer in basic sanitation;
- (c)** Environmental engineer;
- (d)** Economist;
- (e)** Lawyer; and
- (f)** Accountant.

**6.3.6.** Among the professionals appointed to compose the technical team of the INDEPENDENT INSPECTOR, in order to comply with the scope of evaluation of the COVERAGE AND LOSSES TARGETS AND INDICATORS, there must necessarily be related technicians duly qualified professionally skilled for the appropriate measurement actions, in compliance with national and international standards and other techniques and methods applicable to the operation and maintenance of the SERVICES, including, for example:

- (a)** Engineer / manager for general coordination;

- (b) Electronics technician with experience in basic sanitation systems;
- (c) Mechanical technician with experience in basic sanitation; and
- (d) Statistician or Mathematician with experience in statistical processes.

**6.4.** In order to be able to act from the 2nd FEE CYCLE and/or in case of replacement under item 6.10 below, SABESP must submit, within six (6) months from the DATE OF EFFECTIVENESS, in separate documents, a list containing at least three (3) companies or consortia of companies for each of the roles provided for in this Exhibit, for approval by ARSESP within thirty (30) days from the receipt of the list, which must meet the minimum conditions provided for in this Exhibit.

**6.5.** If at least three (3) companies or consortium of companies are approved in each of the lists, including any additional indications that may be necessary, ARSESP shall, at the time of the required minimum approval, select by draw one of the approved companies or consortium of companies to be retained by SABESP in the respective roles of INDEPENDENT INSPECTOR and/or APPRAISAL COMPANY, even if the agreement provides for the beginning of its effectiveness only based on the milestones established in this EXHIBIT.

**6.6.** More than one INDEPENDENT INSPECTOR and APPRAISAL COMPANY may be hired to operate in different regions for the same FEE CYCLE.

**6.7.** After ARSESP draws the company or consortium of companies to perform any of the roles provided for in this EXHIBIT, SABESP must prove the formalization of the agreement within ten (10) days following its response even if the agreement provides for the beginning of its effectiveness only based on the milestones required under this EXHIBIT.

**6.8.** SABESP will not be subject to the penalties arising from the non-retaining of the APPRAISAL COMPANY and the INDEPENDENT INSPECTOR until the deadlines provided for in items 2.1. and 6.4 have expired.

**6.9.** A penalty may be imposed on SABESP when it is demonstrated that the need for repeated complementary indications, motivated by successive indications that do not meet the requirements set forth in item 6 of this EXHIBIT, and that, therefore, make it impossible to meet the minimum required number of companies or consortium of approved companies, has resulted from SABESP's bad faith, willful misconduct or fault, determined after a regular administrative procedure, seeking to postpone the beginning of the deadline to retain for each role mentioned in this EXHIBIT.

**6.10.** ARSESP will have the prerogative to request SABESP to terminate any of the agreements entered into with the INDEPENDENT INSPECTOR and APPRAISAL COMPANY upon technical and reasoned justification, subject to parties' right to be heard, in cases such as, verification of the issuance of unreliable or untrue information or information contrary to technical standards or good international practices by parties that perform any of such roles.

**6.11.** In the event of item 6.10. of this EXHIBIT, ARSESP shall select, by draw, a new company or consortium of companies, among the options already approved, provided that they still comply with the requirements set forth herein, and SABESP's right to choose, at its discretion, to replace the list of companies, pursuant to item 6.4 of this EXHIBIT shall be ensured.

**6.12.** If the other companies or consortia of companies indicated in the approved list in question no longer comply with the requirements demanded in this EXHIBIT, the process mentioned in item 6 of this EXHIBIT must start over with the presentation of a new list to ARSESP.

**6.13.** Any costs arising from the termination of any of the agreements regulated by this EXHIBIT shall be borne by SABESP, subject to the provisions of the REGULATORY FRAMEWORK.

**6.14.** Replacement of the INDEPENDENT INSPECTOR and APPRAISAL COMPANY does not exempt them from their responsibility(s) they had assumed until then.