

## TERMO DE NOMEAÇÃO PARA O CARGO DE PESSOA ENCARREGADA PELO TRATAMENTO DE DADOS PESSOAIS E DE COMITÊ DE DADOS PESSOAIS

**INSTITUTO SERRAPILHEIRA (“SERRAPILHEIRA”)**, associação civil sem fins lucrativos, com sede na Cidade e no Estado do Rio de Janeiro, na Rua Aníbal de Mendonça, nº 151, 1º andar, Bairro Ipanema, CEP 22410-050, CNPJ nº 23.827.151/0001-13, neste ato regularmente representado na forma de seu Estatuto Social, por meio deste ato formal, nos termos da Lei nº 13.709/2018 (Lei Geral de Proteção de Dados Pessoais ou “LGPD”) e em atenção à Resolução CD/ANPD nº 18 de 16 de julho de 2024, nomeia, nesta data, sua **Pessoa Encarregada pelo Tratamento de Dados Pessoais (“ENCARREGADA” ou “DPO”)** e seu **Comitê de Dados Pessoais (“COMITÊ”)**, cujas funções e responsabilidades estão a seguir delimitadas, com o objetivo de supervisionar e manter a conformidade em proteção de dados do **SERRAPILHEIRA**.

A nomeação entra em vigor na presente data da aprovação e terá vigência por prazo indeterminado. No caso de substituição das pessoas nomeadas indicadas abaixo, novo ato formal será editado oportunamente.

### 1. PESSOAS NOMEADAS

PESSOA ENCARREGADA PELO TRATAMENTO DE DADOS PESSOAIS (DPO)	
Dayene Ferreira Silva	<a href="mailto:dayene@serrapilheira.org">dayene@serrapilheira.org</a>

PESSOA ENCARREGADA SUBSTITUTA PELO TRATAMENTO DE DADOS PESSOAIS (DPO SUBSTITUTO)	
Cristina Caldas	<a href="mailto:cristina@serrapilheira.org">cristina@serrapilheira.org</a>

COMITÊ DE DADOS PESSOAIS	
Cristina Caldas	<a href="mailto:cristina@serrapilheira.org">cristina@serrapilheira.org</a>
Victor Fontes Cruz	<a href="mailto:victor.cruz@mantiqueiraadm.com.br">victor.cruz@mantiqueiraadm.com.br</a>

### 2. RESPONSABILIDADES E ATIVIDADES A SEREM DESEMPENHADAS PELA ENCARREGADA

A **ENCARREGADA**, ora nomeada, atuará como agente catalisador para viabilizar que as regras de proteção de dados sejam respeitadas pelo **SERRAPILHEIRA** e que este atue sempre em cooperação com a Autoridade Nacional de Proteção de Dados (“ANPD”) e em respeito aos titulares de dados pessoais, executará as atividades, e terá as responsabilidades seguintes, em conformidade com o art. 41, da LGPD:

- (i) Atuar como canal de comunicação entre o **SERRAPILHEIRA**, a ANPD e os titulares de dados pessoais, inclusive no caso de reclamações e comunicações dos titulares acerca de seus direitos enquanto titular e/ou de providências junto à ANPD, assim como junto a outras autoridades competentes no tema de proteção de dados;

- (ii) Garantir que os agentes de tratamento e os titulares dos dados sejam informados sobre seus direitos, deveres e responsabilidades em relação à proteção de dados;
- (iii) Dar recomendações ao **SERRAPILHEIRA** sobre a interpretação e aplicação das regras e medidas de adequação para proteção de dados;
- (iv) Monitorar as estratégias do **SERRAPILHEIRA** para a proteção de dados pessoais, incluindo a conscientização e o treinamento periódico dos colaboradores do **SERRAPILHEIRA** e demais pessoas envolvidas no tratamento de dados pessoais em seu nome;
- (v) Assessorar o **SERRAPILHEIRA**, quando Controlador, na realização de avaliação de impacto à proteção de dados e suas implementações, conforme LGPD;
- (vi) Cooperar com a ANPD, sempre em atenção ao inerente dever de confidencialidade para com o **SERRAPILHEIRA**; e
- (vii) Participar das reuniões do **COMITÊ** para tomada no caso de incidentes de segurança e vazamento de dados pessoais.

Caberá à **ENCARREGADA**, com apoio do **COMITÊ**, avaliar os riscos associados às operações de tratamento de dados pessoais realizadas pelo **SERRAPILHEIRA**, levando em conta a natureza, o âmbito, o contexto e as finalidades de tratamento, opinando acerca da avaliação de impacto sobre a proteção de dados pessoais e sobre a adoção de medidas adequação para mitigação de tais riscos.

A **ENCARREGADA** compromete-se, ainda, a notificar imediatamente ao **SERRAPILHEIRA**, quando Controlador, em qualquer caso, sem demora injustificada, caso ocorra um conflito de interesses no futuro, para exercício de suas atribuições e responsabilidades.

### 3. RESPONSABILIDADES DO COMITÊ DE DADOS PESSOAIS

O **COMITÊ DE DADOS PESSOAIS** dará suporte à **ENCARREGADA** no que for necessário para a finalidade de, em conjunto, monitorarem e garantirem o funcionamento da estrutura de governança de dados no **SERRAPILHEIRA** de acordo com a legislação aplicável.

### 4. RESPONSABILIDADES DO SERRAPILHEIRA

Competem ao **SERRAPILHEIRA**, enquanto agente de tratamento de dados pessoais:

- (i) Fornecer todas as informações necessárias para o exercício das atribuições do **ENCARREGADO**, tais como recursos humanos, técnicos e administrativos;
- (ii) Solicitar assistência e orientação da **ENCARREGADA** quando da realização de atividades e tomada de decisões estratégicas referentes ao tratamento de dados pessoais;
- (iii) Garantir à **ENCARREGADA** a autonomia técnica necessária para cumprir suas atividades, livre de interferências indevidas, especialmente na orientação a respeito das práticas a serem tomadas em relação à proteção de dados pessoais;
- (iv) Assegurar aos titulares meios céleres, eficazes e adequados para viabilizar a comunicação com a **ENCARREGADA**; e
- (v) Abster-se de atribuir tarefas à **ENCARREGADA** que possam levar a, ou resultar em, um conflito de interesses;

- (vi) Garantir que a **ENCARREGADA** estará envolvido em todos os assuntos do **SERRAPILHEIRA** relacionados à proteção de dados pessoais, incluindo-se negociações contratuais, debates de novos projetos, reuniões e eventos que tenham como escopo principal ou acessório atividades de tratamento de dados pessoais.

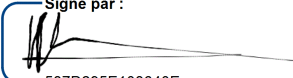
## 5. ACEITE

Diante do exposto, as pessoas ora nomeadas como **ENCARREGADA**, DPO Substituta e/ou membros do **COMITÊ**, declaram aceitar a responsabilidade conferida pelo **SERRAPILHEIRA**, comprometendo-se ao fiel cumprimento do presente Termo.

Por fim, fica desde já autorizado, sempre que necessário e enquanto durar sua nomeação, a **ENCARREGADA**, e na sua ausência e/ou impedimento, a DPO Substituta, a manter contato e prestar informações relativas ao tema de proteção de dados para titulares de dados pessoais, seus representantes, clientes, fornecedores e colaboradores, assim como a representar o **SERRAPILHEIRA** perante comunicações da ANPD e de outras entidades legais constituídas em assuntos relativos à proteção de dados.

E, por estarem assim justas e pactuadas, as Partes assinam abaixo.

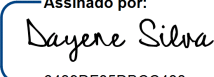
Rio de Janeiro, 23 de janeiro de 2025

Signé par :  
  
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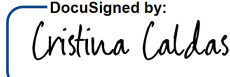
**INSTITUTO SERRAPILHEIRA**  
**Hugo Aguilaniu**  
*Diretor Presidente*

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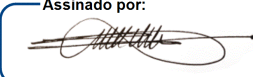
**INSTITUTO SERRAPILHEIRA**  
**Luciana Varella**  
*Diretora*

Assinado por:  
  
 6439DF85DBCC488...

**DAYENE FERREIRA SILVA**  
*Pessoa Encarregada pelo Tratamento de  
 Dados/DPO*

DocuSigned by:  
  
 8DA4118D63F045F...

**CRISTINA CALDAS**  
*DPO Substituta  
 e Membro do Comitê de Dados Pessoais*

Assinado por:  
  
 F001629E91874C6...

**VICTOR FONTES CRUZ**  
*Membro do Comitê de Dados Pessoais*

## Certificate Of Completion

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Cristina Caldas

cristina@serrapilheira.org

Instituto Serrapilheira

Security Level: Email, Account Authentication (None)

## Signature

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Resent: 1/28/2025 4:18:38 AM  
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Dayene Silva

dayene@serrapilheira.org

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Assinado por:  
*Dayene Silva*  
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Signature Adoption: Pre-selected Style  
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Hugo Aguilaniu

hugo@serrapilheira.org

Director president

Security Level: Email, Account Authentication (None), Access Code

Signé par :  
*Hugo Aguilaniu*  
587D295E108640E...

Signature Adoption: Drawn on Device  
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Luciana Varella

luciana.varella@bwsa.com.br

Director

Security Level: Email, Account Authentication (None), Access Code

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*Luciana Varella*  
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>

Carlos Araujo carlos.araujo@bwsa.com.br Security Level: Email, Account Authentication (None)		Sent: 1/23/2025 11:51:46 AM Viewed: 1/23/2025 12:22:12 PM
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Witness Events	Signature	Timestamp
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	1/24/2025 9:02:58 AM
Completed	Security Checked	1/28/2025 6:49:19 AM

Payment Events	Status	Timestamps
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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

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