

8.1.4- After such termination, the CONTRACTED PARTY shall grant to the CONTRACTING PARTY, at no cost, copies, drawings and specifications related to the spare materials, upon request.

9- CONTRACTUAL AMENDMENTS

9.1- The CONTRACTING PARTY may, at any time, upon written order given to the CONTRACTED PARTY, change one or more of the items below within the general scope of supply:

- drawings, designs or specifications, when the products to be supplied under the terms of the SUPPLY AGREEMENT are being specifically manufactured to the CONTRACTING PARTY;
- the shipping method;
- the package method;
- the location of delivery.

9.2- Any changes to the supply can only be made effective by Amendments to the AGREEMENT. The CONTRACTED PARTY shall acknowledge receipt and accept such Amendments within five (5) days from the date of their receipt.

9.3- The CONTRACTING PARTY reserves the right to either increase or reduce the amounts of products and services specified in the Tables of Prices by up to twenty-five per cent (25%) of the total value of the AGREEMENT, without any change to the unit prices quoted or to the other clauses and conditions, under the terms of article 65 of law 8.666/93.

10- PAYMENT CONDITION

10.1- Payments will be made thirty (30) days after delivery of the material, with no financial adjustment, upon credit in bank account, and the evidence of such payment will be the acknowledgment document sent by the bank to the CONTRACTING PARTY.

10.2- Divergences between the information provided in the proposal and that contained in the invoice will only be accepted should they be related to fiscal changes occurring within the contractual supply period and directly assessed on the quoted price.

10.3- Changes to the tax legislation in force in the tax basis of the SUPPLY AGREEMENT which may affect the price herein contracted will result, after proven, in due correction, to the extent of their effects. During the supply, should the CONTRACTED PARTY may be entitled to either exemptions or credits duly evidenced because of new legal provisions, these values will be fully relocated to the CONTRACTING PARTY at the times of their accomplishment.

10.4- For evidence of the impact on the price as referred to in item 10.3, the CONTRACTED PARTY shall, whenever required, demonstrate the actual impact of the tax changes on the price composition.

10.5- For the purposes of item 10.3, the fiscal classification of the material, aliquots of taxes assessed and exemptions indicated in the SUPPLY AGREEMENT will be used for the material.

10.6- The CONTRACTED PARTY shall be fully responsible for any additional costs resulting from mistakes in the fiscal classification and in the application of aliquots of taxes assessed on the supply.

10.7- Except for the hypotheses provided for in this SUPPLY AGREEMENT, every and any taxes resulting from its execution shall be fully born by the CONTRACTED PARTY, and the expenses contingently incurred by the CONTRACTING PARTY related to the execution of this SUPPLY AGREEMENT shall be reimbursed within thirty (30) days, upon simple notice.

10.8- The changes shall be formalized by Amendment.

10.9- Should there be any difference between the data indicated in the proposal sent and the Invoice, resulting in the increase of the originally-proposed value or in the non-attainment by the CONTRACTING PARTY of the ICMS credit calculated upon analysis of the proposal, the CONTRACTED PARTY shall be held responsible for such difference, and the total value of the PURCHASE ORDER shall remain unchanged.

10.10- In case of late payments for reasons imputable to the CONTRACTING PARTY, interests of 0.5% a month will be assessed, calculated "pro-rata-tempore".

10.11- The CONTRACTED PARTY shall charge the interests provided for in this clause within the maximum period of sixty (60) days after the date of payment of the invoice, or otherwise the respective debt may be regarded as fully paid up.

10.12- Upon acceptance of the SUPPLY AGREEMENT, the CONTRACTED PARTY shall send to the CONTRACTING PARTY the duly completed and signed form "Payment by Credit in Bank Account", in the following address, in case it has not been sent yet or in case of change to the data already sent:

..... - CONTRACTING PARTY
Av. Barbacena 1200 – Bairro Santo Agostinho
30.190-131 – Belo Horizonte – MG
A/C: Gerência de Planejamento do Suprimento, Cadastro e Gestão do Mercado Fornecedor – MS/PG

Note: In case the form as not been received, the CONTRACTED PARTY shall request it from the abovementioned management, MS/PG, by fax (0xx31) 3506-2355.

10.13- Should the CONTRACTING PARTY request a letter of fiscal correction, performance security, supplementary invoice, spontaneous reporting, copy of statement of import or other documents related to the supply of the material, the CONTRACTED PARTY shall provide the CONTRACTING PARTY with these documents at least ten (10) days in advance of the estimated payment date, under penalty of proportional postponement of such payment.

10.14- So that the payments are made correctly, there can be no divergence between the fiscal classifications (NCM) indicated in the proposal and in the Invoice.

10.15- The payment will be considered effective on the date of its release in Belo Horizonte.

10.16- For purposes of payment, should the material be imported, a copy of the Statement of Import shall be submitted together with the invoice.

10.17- Should the CONTRACTED PARTY be a Small or Micro Enterprise of the retail segment or participant in the SINGLE tax system, it shall submit, together with the invoice of the material, the documentation evidencing the tax system.

11- COMPLAINTS

11.1- Should the CONTRACTED PARTY disagree with any change made by the CONTRACTING PARTY, it may complain in writing, within the period of ten (10) days after the receipt of such order. The making of complaints will not be a justification for interruption of the works object of the supply.

12- TERMINATION AND PENALTIES

12.1- The following is cause of breach of the AGREEMENT:

- 12.1.1- the noncompliance or the irregular compliance with any of its clauses or conditions;
- 12.1.2- judicial dissolution, civil insolvency, bankruptcy or any change to the articles of incorporation of the CONTRACTED PARTY that compromise its capacity to fulfill the AGREEMENT;
- 12.1.3- the other reasons provided for in Law no. 8.666/93.

12.2- the occurrence of any of the reasons referred to in the previous clause will give rise to the following arrangements by the impaired party:

12.2.1- the facts, actions or omissions characterizing the contractual breach will be communicated in writing to the breaching party, when the pertinent clarifications and justifications will be requested, which shall be forwarded to the other party within the maximum period of five (5) consecutive days.

12.2.2- after the irregularities are solved or the submitted justifications are accepted, the reason for termination shall be considered ended.

12.2.3- should the breached contractual condition remain unfulfilled, the breach by the infringing party shall be fully evidenced, after notice in writing issued by the impaired party.

12.3- Once the contractual breach is evidenced, under the terms of the preceding clause, the impaired party will be authorized to apply the penalties provided for in this clause to the defaulting party and to terminate the SUPPLY AGREEMENT under the following conditions:

12.3.1- Once the CONTRACTED PARTY is in default, the CONTRACTING PARTY may:

- 12.3.1.1- apply a written warning penalty;
- 12.3.1.2- in case of breach due to delivery of the material after the contractual dates established in the PURCHASE ORDER, for reasons imputable to the CONTRACTED PARTY, its SUBCONTRACTED PARTYS or third parties related to it, in the fulfillment of the officially agreed deadlines, either apply a penalty of 0.3% (zero point three per cent) of the total value of the item of the PURCHASE ORDER regarding the Invoice, for each day late up to the effective delivery, to the deduction limit of fifteen per cent (15%) of the total value of the PURCHASE ORDER, including the price adjustment, if any, to be paid within the maximum period of fifteen (15) consecutive days from the date of the formal communication, or cancel the purchase of the delayed amounts after 15 days in arrears, should the delivery of such lots become useless to the CONTRACTING PARTY;
- 12.3.1.3- apply a penalty of ten per cent (10%) on the value of the SUPPLY AGREEMENT, in the hypothesis of termination;
- 12.3.1.4- terminate the SUPPLY AGREEMENT upon simple written notice;
- 12.3.1.5- apply the penalty of suspension of the REGISTRATION or of declaration of untrustworthiness for contracting with the Public Administration, as established in administrative proceeding.

12.3.2- Once the CONTRACTING PARTY is in default, the CONTRACTED PARTY may:

- 12.3.2.1- apply a penalty of ten per cent (10%) on the value of the SUPPLY AGREEMENT, in the hypothesis of termination;
- 12.3.2.2- terminate the SUPPLY AGREEMENT upon judicial proceeding.

13- LIABILITIES FOR DAMAGES AND UNFULFILLED OBLIGATIONS

13.1- The CONTRACTED PARTY is liable for the damages directly caused to the CONTRACTING PARTY or to third parties, resulting from its fault or fraud in the execution of the supply, and the inspection or follow-up performed by the CONTRACTING PARTY shall neither exclude nor reduce this liability.

13.2- It is hereby agreed that every and any values that may be assessed on the CONTRACTED PARTY for penalties resulting from the execution of the supply, as well as any obligation established in the SUPPLY AGREEMENT as under its responsibility, which for contingent judicial or administrative determination may be paid by the CONTRACTING PARTY, are clear legal obligation, for purposes of judicial foreclosure, under the terms of article 586 of the Civil Proceeding Code.

13.3- The fines and penalties provided for in the SUPPLY AGREEMENT and in the other conditions of this instrument have no compensatory character, and their payment does not exempt the CONTRACTED PARTY from the liability for the correction of contingent damages or losses caused to the CONTRACTING PARTY for acts or omissions under the CONTRACTED PARTY's responsibility.

13.4- In order to ensure the compliance with the obligations defined in the SUPPLY AGREEMENT placed under the CONTRACTED PARTY's responsibility, the CONTRACTING PARTY may withhold installments of contractual payments or contingent credits payable, upon simple written notice to the CONTRACTED PARTY.

14- LIABILITY IN CASE OF TERMINATION

14.1- In case of termination, the CONTRACTING PARTY may receive the lots of supply that fail to be delivered by the date of communication of the termination, but which are ready for immediate delivery.

14.2- The CONTRACTING PARTY shall only make the payment of the lots that are effectively received by the date of communication of the termination or under the terms of item 14.1, in compliance with the payment conditions provided for in this AGREEMENT, inclusively regarding the application of penalties for late delivery.

14.3- The amounts corresponding to advanced payments for the supply lots comprised by the termination shall be reimbursed by the CONTRACTED PARTY to the CONTRACTING PARTY, duly corrected, with no prejudice to the execution of the respective guaranty of advanced payment.

15- PATENTS AND RESERVED RIGHTS/ APPLICABLE STANDARDS

15.1- The CONTRACTED PARTY shall bear any responsibilities or costs resulting from marks, registrations and patents related to the materials supplied, inclusively parts, components or materials manufactured by third parties.

15.2- The products supplied under this SUPPLY AGREEMENT shall be in conformity with the standards referred to in the Technical Specifications. In case of discrepancy between the drawings and the Specification for Purchase, the latter shall prevail, except for the already approved manufacturing drawings. After the award of the SUPPLY AGREEMENT, in case of discrepancy between the Specification for Purchase and the drawings, this issue shall be immediately brought to the attention of the CONTRACTING PARTY, and the CONTRACTED PARTY shall interrupt the affected manufacture until written instructions have been given by the CONTRACTING PARTY.

16- USE OF CONTRACTUAL DOCUMENTS AND INFORMATION

16.1- The CONTRACTED PARTY shall not, without previous written consent by the CONTRACTING PARTY, disclose the SUPPLY AGREEMENT or any of its devices, or any specification, designs, standard drawing, sample or information provided by the CONTRACTING PARTY or on its behalf regarding the SUPPLY AGREEMENT, to any person other than someone hired by the CONTRACTED PARTY for execution of the supply. The disclosure to such hired person shall be made confidentially, and only to the extent it is required for the purposes of the referred to execution.

16.2- The CONTRACTED PARTY shall not, without previous written consent by the CONTRACTING PARTY, make use of any of the documents or information specified in the previous paragraph, unless it is for purposes of execution of the AGREEMENT.

17- WAIVER OF RIGHTS

17.1- The non-exercise by the CONTRACTING PARTY, in any specific case, of any of the rights ensured under the terms of the SUPPLY AGREEMENT, or which are granted to it by general law, or the non-application of any penalties provided for in such law, shall neither imply a waiver to the future exercise of such rights, under any circumstances, or a waiver to the future application of such penalties, nor be considered a precedent in case of future claims regarding the compliance with the terms of the SUPPLY AGREEMENT.

18- TRANSFER OF OBLIGATIONS

8.1- The CONTRACTED PARTY shall not be allowed to transfer, either totally or partially, the obligations assumed under the SUPPLY AGREEMENT without the previous written consent by the CONTRACTING PARTY.

19- WARRANTY OF THE MATERIAL

19.1- The CONTRACTING PARTY shall readily notify the CONTRACTED PARTY, in writing, of any warranty claim.

19.2- After receiving such notice, the CONTRACTED PARTY shall, within a period of time agreed between the parties, either repair or replace the defective products or part thereof, at no costs to the CONTRACTING PARTY.

19.3- It is the CONTRACTED PARTY's responsibility: All the expenses incurred to ensure the good performance of the material during the warranty period shall be borne by the CONTRACTED PARTY. In case the material cannot be repaired in the jobsite, all the expenses resulting from it being sent to the factory and returned to the jobsite shall be borne by the CONTRACTED PARTY. These expenses shall include, but will not be limited to:

- disassembly;
- package;
- terrestrial freight for sending the equipment to the factory and back to the jobsite;
- insurance;
- reinspection costs, including round-trip ticket for the inspectors and accommodations for them in the inspection site;
- assembly cost of the repaired equipment and the respective assembly supervision.

19.4- Should the CONTRACTED PARTY, after being notified, fail to repair the defects within a period of time agreed between the parties, the CONTRACTING PARTY may take the required actions to repair the equipment, at the CONTRACTED PARTY's risk and expenses, and with no prejudice to any other rights the CONTRACTING PARTY may have on the supply.

20- GENERAL INSPECTION CONDITIONS

20.1- Material:

Generic name, used in the singular, comprising equipment, components, accessories, parts and other items, used in the Company, regardless of its condition, composition, demand, cost, source of purchase or purpose of use.

20.2- Inspection:

Quality control actions that verify the conformity of the material with the specified requirements.

20.2.1- When required in the PURCHASE ORDER, the inspection of the material shall be made by an inspector authorized by the CONTRACTING PARTY and in conformity with the Brazilian standards (NBRs) enforced by CONMETRO, Brazilian Association of Technical Standards (ABNT), technical specifications and drawings approved by the CONTRACTING PARTY or its legal representative, and other nominated standards.

20.2.2- The CONTRACTING PARTY may require from the CONTRACTED PARTY the manufacturing schedules for purposes of follow-up, and the representative authorized by the CONTRACTING PARTY shall have free access to the manufacturing site for that purpose.

20.2.3- In the sampling inspection, the defective samples that still allow the lot to be accepted, as well as the samples damaged during the tests, shall be either

recovered or replaced by the CONTRACTED PARTY, at no cost to the CONTRACTING PARTY.

20.2.4- The acceptance of the lot or the discharge from the execution of any test neither exempt the CONTRACTED PARTY from the responsibility to supply the material in conformity with the requirements of the applicable standards and specifications nor invalidates any later complaint from the CONTRACTING PARTY regarding the quality of the material or manufacture.

20.2.5- In such cases, even after leaving the factory, the lot may be inspected and submitted to tests, upon previous notice to the CONTRACTED PARTY and, contingently, in its presence. Should any change to the design or to the technical characteristics of the material without previous notice to and agreement of the CONTRACTING PARTY be evidenced, the repetition of the receiving tests and of the type and special tests not set forth in the contract but included in the technical specification of the CONTRACTING PARTY and necessary for validation of results will be required, at no cost to the CONTRACTING PARTY, and in the presence of inspector authorized by the CONTRACTING PARTY.

20.2.6- In case of any discrepancy in the requirements of the specifications, the material may be rejected, and the costs resulting from its replacement and tests will be borne by the CONTRACTED PARTY.

20.2.7- The type and special testing, when requested in the PURCHASE ORDER, may be performed either in the CONTRACTED PARTY's laboratory or in other laboratories, on samples withdrawn from the regular manufacture line, by the CONTRACTING PARTY's inspector, and in either case these tests shall be followed up by the latter. The CONTRACTED PARTY shall forward in advance to the Supplier and Material Quality Management of the CONTRACTING PARTY, by the e-mail Inspecao@cemig.com.br, a detailed schedule of the type and/or special tests, with the beginning dates and duration of the tests and information on the testing sites and people in charge for contact.

20.3- INSPECTION IN THE CONTRACTED PARTY'S FACILITIES

20.3.1- The CONTRACTED PARTY shall request inspection to the Supplier and Material Quality Management of the CONTRACTING PARTY, by the e-mail Inspecao@cemig.com.br, at least seven (7) working days in advance, in case of inspection in Brazil, and thirty (30) days in advance, in case of inspection abroad, from the date estimated for beginning of the inspection, without compromising the contractual delivery date.

20.3.2- Once the inspection is requested by the CONTRACTED PARTY, the CONTRACTING PARTY may, at its own discretion discharge the execution of the inspection in the CONTRACTED PARTY's facilities and request the submittal, by the CONTRACTED PARTY, of reports on the tests estimated in the Purchase Order and performed by the CONTRACTED PARTY, aiming at verifying the quality of the material through the analyses of the reports submitted. In this case, the CONTRACTING PARTY shall have 5 working days from the date of receipt of such reports to inform the CONTRACTED PARTY of the result of the analysis of the test reports.

20.3.3- The CONTRACTED PARTY shall have owned or hired apparatuses and personnel required for the execution of the routine tests, and these tests shall be carried out in the same facilities as those of manufacture or supply. Exceptionally, in case of unusual time impossibility, the supplier may alternatively hire either an official or third parties' laboratory, upon previous approval from the CONTRACTING PARTY.

20.3.4- The inspector authorized by the CONTRACTING PARTY will also have the right to witness the tests, check results, perform new inspections and require the repetition of any test.

20.3.5- The CONTRACTED PARTY shall provide the inspector of the CONTRACTING PARTY with certificates of calibration of the instruments to be used in the inspection, measurements and tests on the material supplied, issued by an agency accredited by INMETRO or by similar official organization from other countries. The maximum periodicity of this calibration shall be one year, and the noncompliance with this requirement may result in the disqualification of the laboratory. Periods different from that specified may be accepted, upon previous agreement between CEMIG and the supplier.

Note: The calibration certificates shall meet the provisions of ABNT NBR ISO/IEC 17025, General requirements for the competence of testing and calibration laboratories.

20.3.6- All the drawings, standards and technical specifications used as reference and the drawings depending on previous approval from the CONTRACTING PARTY shall be made available to the inspector of the CONTRACTING PARTY at the inspection site.

20.3.7- The CONTRACTED PARTY shall grant the inspector of the CONTRACTING PARTY free access to laboratories and manufacture sites and packaging of the material purchased.

20.3.8- The receiving tests and the routine tests not comprised in the receiving tests, required in standards, specifications or drawings, shall always be borne by the CONTRACTED PARTY.

20.3.9- All the results achieved from the receiving tests and the values specified for them shall be recorded on an appropriate form by the person performing the test. Charts, photographs, etc. deemed necessary shall be attached to this form, at the discretion of the inspector of the CONTRACTING PARTY. This completed form shall be signed by the person performing the test and by the inspector of the CONTRACTING PARTY, who shall be given a copy of this form, unless otherwise set forth in the specification.

20.3.10- The material can only be sent to the CONTRACTING PARTY after released by the inspector. A copy of the Inspection Report issued by the inspector of the CONTRACTING PARTY shall be attached to the invoice.

20.3.11- In case of supply of material with Ensured Material Supply certificate issued by the CONTRACTING PARTY, a copy of the referred to certificate shall be attached to the invoice. In this case, THE CONTRACTED PARTY will be discharged from requesting the inspection referred to in item 20.3.1, and it shall communicate the availability of the material, prior to the shipment, by the e-mail suprimentosassegurado@cemig.com.br, sending together with this communication the test reports estimated in the Purchase Order and performed by the CONTRACTED PARTY without the follow-up of the inspector of the CONTRACTING PARTY.

20.3.12- The costs related to the visit of the inspector of the CONTRACTING PARTY (transportation, accommodations, meals, man-hour and administrative fees) shall be borne by the CONTRACTED PARTY when:

- the material is not complete on the date indicated in the inspection request;
- the testing laboratory fails to meet the requirements of the previous paragraphs;
- the material supplied requires manufacture or inspection follow-up in the facilities of the CONTRACTED PARTY's sub supplier other than the CONTRACTED PARTY's head office, or when additional inspection costs are assessed when performed in a single location and period. In this case, the CONTRACTED PARTY shall bear the difference between the inspection costs;
- reinspection of the material is required for reasons of unproductive visit, non-release due to nonconformities or rejection.

20.3.13- Should the CONTRACTED PARTY deliver the material without issuance of a release document or before the material is inspected by the CONTRACTING PARTY, except in case of Ensured Material Supply certificate or express

authorization given by the CONTRACTING PARTY, the following will be automatically ensured to the CONTRACTING PARTY, at its own discretion:

- Application of penalty to the CONTRACTED PARTY as provided for in clauses 6, 12 and 13;
- Extension of the warranty period for twelve (12) months;
- Return of the material at the expenses of the CONTRACTED PARTY;
- Termination of the agreement.

20.3.14- Should it be necessary to perform inspection or follow up the execution of tests specified in the PURCHASE ORDER on material purchased by national bid abroad, partially or as a whole, the inspection costs involving terrestrial transportation, air transportation, accommodations and meals for the inspector of the CONTRACTING PARTY which are not previously agreed in contract shall be fully born by the CONTRACTED PARTY.

20.3.15- Contingent authorizations for advanced delivery of the material expressly given in writing by the CONTRACTING PARTY, included in the PURCHASE ORDER or in other document, may not compromise the minimum advance periods for summons and beginning of the inspection established in clause 20.3.1, under penalty of punishment to the CONTRACTED PARTY.

20.3.16- The CONTRACTED PARTY shall be solely responsible for keeping the registration and control of its sub suppliers. The CONTRACTING PARTY shall be ensured access to the technical evaluation documentation regarding this registration and to the documents related to the quality control exercised by the CONTRACTED PARTY over its sub supplier. Should the CONTRACTING PARTY deem necessary, it reserves the right to perform industrial technical evaluation and follow up manufacture, homologation or partial or final inspection on sub suppliers of the CONTRACTED PARTY.

20.4- INSPECTION IN THE CONTRACTING PARTY'S FACILITIES

20.4.1- The receiving tests and routine tests not comprised in the receiving tests, provided for in Standards, Specifications and Drawings, shall be borne by the CONTRACTING PARTY'S FACILITIES. The other type and special tests not comprised in the receiving tests shall be reason for commercial agreement between the CONTRACTING PARTY and the CONTRACTED PARTY and shall be referred to in the AGREEMENT.

20.4.1.1 This item applies to materials which, for their nature, are usually inspected or tested by the CONTRACTING PARTY in its own facilities.

20.4.2- The material shall be sent to the address indicated in the PURCHASE ORDER with:

- Invoice;
- Packing list (if applicable);
- Reports on the tests estimated in the PURCHASE ORDER, performed by the CONTRACTED PARTY in conformity with the technical specification, CONTRACTING PARTY's standard drawing or standard adopted, as indicated in the Purchase Order;

The lack of the reports shall be regarded as a reason for rejection of the material.

20.4.3- At its own discretion, the CONTRACTING PARTY may inspect the material or verify the quality of the material by analyzing the reports on the tests provided for in the PURCHASE ORDER and submitted by the CONTRACTED PARTY.

20.4.4- In case of rejection of the material by the CONTRACTING PARTY upon inspection, the costs for returning the material to the CONTRACTED PARTY and for its replacement to the CONTRACTING PARTY shall be borne by the CONTRACTED PARTY.

20.4.5- The rejected, destroyed and/or remaining material shall be removed by the CONTRACTED PARTY within the maximum period of 15 days from the date of issuance of the Centralized Inspection Report. Should there be no formal manifestation by the CONTRACTED PARTY, CEMIG shall dispose of the material

as it considers more convenient, which includes donate it, sell it, destroy it or integrate it to the stock. The removal of the material shall be scheduled at least 24 hours in advance by the e-mail mslaforneceadores@cemig.com.br.

20.4.6- The material which purchase depends on evaluation of samples by the CONTRACTING PARTY can only be delivered for inspection and receipt after acknowledgement by the CONTRACTING PARTY of approval of the analyzed samples, which shall be identical to the material object of the supply. The noncompliance with this requirement is subject to the penalties provided for in clauses 6, 12, 13 and 20.3.13.

21- APPLICABLE LEGISLATION

21.1- This AGREEMENT is governed by the Brazilian legislation.

22- PUBLICITY

22.1- As a condition for its effectiveness, the CONTRACTING PARTY will publish an extract from this AGREEMENT in the (DOE) State' Official Gazette.

23- JURISDICTION

23.1- The parties hereto appoint the courts of the city of Belo Horizonte for any legal suit resulting from the bid process related to this AGREEMENT, waiving any other venue, no matter how privileged it may be.

PROCUREMENT MANAGEMENT – MS/MT