

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between the Brazilian Agency for Industrial Development (ABDI) and the Brazil-U.S. Business Council (Council) of the U.S. Chamber of Commerce.

In this document, each organization is individually referred to as “Party”, “ABDI” or “Council”, and when considered jointly, they are referred to as “Parties”. This instrument is referred to as “MOU”.

CONSIDERING THAT:

- A) The Council is a program of the U.S. Chamber of Commerce (Chamber). The Chamber is the world’s largest business organization representing the interests of more than 3 million businesses.
- B) The Council is dedicated to strengthening the economic and commercial relationship between Brazil and the United States. The Council represents major U.S. companies invested in Brazil.
- C) ABDI is the Brazilian Agency for Industrial Development. It is a government entity connected to the Ministry of Industry of Foreign Trade and Services (MDIC) to promote the implementation of Brazil’s industrial policy, in line with its policies related to science, technology, innovation and foreign trade.
- D) ABDI has a significant role in the formulation and execution of expanding Brazilian industry strategies. Aside from working toward the growth of industry productivity and innovation, ABDI is responsible for the communication and alignment between the different components, of the private and public sphere, that are necessary for Brazil’s industry development and innovation.
- E) ABDI has an interest in strengthening the ties between the Brazilian Administration and the Council through this MOU. The Council’s expertise in trade policies and regulations, government-to-government strategies and ample network of business partners would be of great advantage to ABDI due to ABDI’s growing activities regarding the 4th industrial revolution and ABDI’s international insertion projects.

Wishing to cooperate and work towards strengthening the ties between Brazil and the U.S., the Parties agree as detailed below.

THE ACCORD ENTAILS:

1. Objective

The intent of cooperation between the Parties is the exchange of information and experiences in order to expand each party’s knowledge in reference to policies and regulations on innovative technologies.

1.1. This MOU establishes a framework of cooperation between the Parties, which may include:

1.1.1. Exchange of information on industrial policy and best practices in the implementation of such policies in both countries;

1.1.2. Host conferences, seminars, meetings and study groups on relevant aspects of industrial policy, particularly on the role of innovation, the 4th industrial revolution and on intellectual property;

1.1.3. Promote existing studies to assess priority sectors and issues that may be subject of joint efforts, if position of both Parties is aligned;

1.1.4. Define measures to encourage investment in priority sectors; and

1.1.5. Facilitate visits and exchanges of personnel, including training activities whenever possible.

1.2. To implement this MOU, Parties shall prepare a **2018 BUSBC (Brazil-U.S. Business Council) and ABDI Action Plan**, to be signed up to 30 days after the MOU comes into force.

1.3. The **2018 BUSBC and ABDI Action Plan** will detail:

1.3.1. Points of contact in the Parties' teams, separated by scope, with full name, title, affiliation, telephone number and e-mail address;

1.3.2. Pre-set dates and times for telephone conferences to exchange information and updates on the Parties' events and actions, except for those of reserved or confidential character;

1.3.3. List of newsletters and other periodic documents that will be electronically exchanged between the parties;

1.3.4. Detail of the implementation of the joint actions and projects, according to topics described in Article 1.1;

1.3.5. Procedures to prepare the 2019 BUSBC and ABDI Action Plan, since the MOU is in force.

2. Compliance with Laws

2.1. Nothing in this MOU is intended to obligate the Chamber to engage in any activities that would require it to register under the Foreign Agents Registration Act.

3. Terms and Conditions

- 3.1. This MOU may be terminated at any time, for any reason, by either Party.
- 3.2. This MOU is non-binding and is not intended to create and it does not create any legal rights, obligations or consequences. Only those rights and obligations that are set forth in definitive written agreements, if any, duly executed by all parties thereto, will create any legally binding rights, obligations or consequences with respect to the subject matter thereof or this MOU.
- 3.3. This MOU will have effect of two (2) years from the date of its signature, and may be extended, by mutual agreement, through an Amendment.
- 3.4. Matters not covered by this MOU shall be settled by written agreement between the Parties.
- 3.5. This Cooperation Agreement does not imply financial commitments between the Parties and each one shall bear the costs corresponding to its obligations, including investments to be made in order to comply with mutual interests, with no transfer of resources from one Party to another
 - 3.5.1. Any costs resulting from the cooperation established in this MOU, including the organization of events and visits, shall be discussed in advance between the parties and established through written agreement.
- 3.6. The Parties are committed to securing confidentiality of non-disclosable information and protecting the intellectual property rights and other legitimate rights and interests of the other Party.
- 3.7. The Parties' keen interest in establishing a research and development cooperation with each other notwithstanding, each Party shall obtain the approval of the other Party prior to any intended use of the name or logo of the other Party. Likewise, the approval of the other Party is also essential before publishing press releases or news in which the name or logo of the other Party is mentioned.
- 3.8. This MOU constitutes the entire agreement between the Parties and supersedes any and all prior agreements and communications with respect to its subject matter. This MOU may not be changed or modified except by a writing signed by both Parties except that termination may be unilateral.
- 3.9. Both Parties shall comply with all applicable laws, rules and regulations in the performance of this MOU. This MOU is governed by and construed in accordance with the laws of the District of Columbia, with jurisdiction and venue in the District of Columbia.



3.10. By signing this MOU, each Party indicates acceptance of the above terms.

Signed on ~~July~~ ^{August} 23, 2018

**BRAZILIAN AGENCY FOR
INDUSTRIAL DEVELOPMENT**

**BRAZIL-U.S. BUSINESS
COUNCIL**

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