

**Ministry of Industry and Information Technology of
the People's Republic of China**
**and Ministry of Communications of the Federative
Republic of Brazil and National Telecommunication
Agency of the Federative Republic of Brazil**
**Memorandum of Understanding on Cooperation in the
Information and Communications Industry**

The Ministry of Industry and Information Technology of the People's Republic of China, the Ministry of Communications of the Federative Republic of Brazil and the National Telecommunication Agency (hereinafter referred to as ANATEL) of the Federative Republic of Brazil (hereinafter collectively referred to as the Parties):

In view of the long-standing friendship and comprehensive deep strategic partnership between China and Brazil;

Recognizing the increasingly important role of information and communications technologies in promoting socio-economic

development in recent years;

Noting that the Parties have introduced a number of strategies and policies to promote the development of information and communications, and that cooperation between enterprises of the two countries in this field has intensified in recent years;

Agreeing that further strengthening cooperation in information and communications will help improve development capacity of the two countries in this field and deepen bilateral economic and trade partnership;

Hereby agree as follows:

Article 1 Purpose

Subject to laws, regulations and provisions of the two countries, and in accordance with their respective responsibilities and the principle of equal consultation and mutual benefit, the Parties agree to engage in exchange of policies, regulations and technical standards in information and communications, promote cooperation between

research institutions and enterprises of the two countries and contribute to the information and communications industry of the two countries.

Article 2 Scope of Cooperation

The exchange and cooperation between the Parties include but are not limited to the following areas:

1. Best practices and sharing of experiences on laws, regulations and policies of telecommunications and information and communication technologies (telecommunications/ICTs);
2. Mobile communications technologies and industry development as well as key technologies, standards and applications in next-generation communications;
3. Development and application of new technologies including wireless communication technologies, cloud computing, big data, Internet of Things and intelligent photovoltaics;
4. Key technologies, algorithms, standards and application scenarios in artificial intelligence;
5. Industrial applications of Internet networks, industrial software and applications, industrial Internet, industrial automation, edge computing

and intelligent equipment;

6. Application of digital transformation and digital technology in the economy, including for industry, education, health and the environment;

7. Deployment of communications infrastructure, especially broadband networks and data centers;

8. Security and integrity of communications networks;

9. Universal service promotion measures and best practices in telecommunications/ICTs;

10. Best practices and sharing of experiences on the regulation for telecommunications markets, including for the telecommunications equipment testing market;

11. Best practices on radio spectrum management, especially in areas such as radio spectrum planning and information exchange related to topics of the World Radiocommunication Conference;

12. Best practices on satellite solutions, monitoring and management;
and

13. Cooperation among developing countries in information and communications capacity building and digital transformation.

Article 3 Forms of Cooperation

The Parties agree to cooperate in the following forms:

1. Send delegations to each other on exchange visits;
2. Organize seminars and dialogues on topics of joint concern in the information and communications industry under the framework of the China-Brazil High-level Coordination and Cooperation Committee;
3. Encourage exchange and cooperation between industry organizations, research institutions and universities;
4. Encourage and promote enterprises of the two countries, especially small and medium-sized enterprises, to carry out exchanges and cooperation in various forms;
5. Promote talent training in information and communications;
6. Communicate and exchange views over key issues of common concern under the framework of the International Telecommunication Union, the G20 and BRICS; and
7. Other forms of cooperation as determined by the Parties.

Each Party shall bear their own costs incurred in activities under this Memorandum of Understanding (hereinafter referred to as this MOU).

Article 4 Implementation

The International Cooperation Department of the Ministry of Industry and Information Technology of the People's Republic of China and the Sector Policy Department of the Ministry of Communications and the Office of International Affairs of ANATEL of the Federative Republic of Brazil shall be responsible for the implementation of what is determined in this MOU. Each Party shall designate a liaison officer to be responsible for the coordination and implementation of this MOU.

Article 5 Confidentiality

Without the written consent of the other Party, neither Party shall provide to a third Party any information or documents provided by the other Party for the implementation of this MOU and required to be kept confidential, unless required by the law in the country where the Party is located.

Article 6 Dispute Resolution

In case of any disputes or disagreements arising in the implementation of this MOU, the parties shall resolve them through friendly negotiations.

Article 7 Amendment

This MOU may be amended based on mutual consent, and any amendments shall be considered an integral part of this MOU and shall take effect in compliance with Article 8 of this MOU.

Article 8 Entry into Force, Validity and Termination

This MOU shall enter into force on the date of signature by the Parties and shall be valid for a period of five (5) years.

If one Party decides to bring this MOU to an early termination, it shall notify the other Party in written forms 90 days in advance; the early termination of this MOU would not affect ongoing projects or activities; if neither Party proposes to terminate this MOU in written forms before the expiration of the validity period, this MOU would be automatically extended for three (3) years and renewed accordingly.

This MOU is signed in triplicate on / /2023 in Chinese, Portuguese and English. All three versions shall be deemed equally authentic. In case of disagreement on the interpretation of the text, the English version shall prevail.

Representative of the Ministry of Industry
and Information Technology of the
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Representative of the Ministry of
Communications of Federative Republic
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Representatives of the National
Telecommunications Agency of the
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