## MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF COMMUNICATIONS OF THE FEDERAL REPUBLIC OF BRAZIL AND THE MINISTRY OF SCIENCE AND ICT OF THE REPUBLIC **OF KOREA** ON COOPERATION IN THE FIELD OF INFORMATION AND COMMUNICATION TECHNOLOGIES The Ministry Communications of the Federal Republic of Brazil and the Ministry of Science and ICT of the Republic of Korea (hereinafter referred to as the "Sides"), CONSIDERING their desire to further strengthen mutually beneficial cooperation in the field of information and communication technologies (ICT), with a view to facilitating the economic and social development of both countries, RECOGNIZING the importance of ICT to all sectors of the economy and society, and DESIRING to facilitate the attraction of foreign investment to the both countries for ICT development, Have reached the following understanding:

#### Paragraph 1 Basic Principles

- 1. The Sides will endeavor to promote closer cooperation in the field of ICT in accordance with the relevant laws and regulations of each country and this Memorandum of Understanding (hereinafter referred to as the "MOU"), on the basis of the principles of equality, reciprocity and mutual benefit.
- 2. This MOU is not intended to create any legal obligations under international law and will be implemented subject to the availability of appropriated funds and personnel of the Sides.

# Paragraph 2 Scope of Cooperation

The priority areas of cooperation between the Sides include:

- a) mobile communications, including 4G and 5G;
- b) spectrum management and monitoring, including the utilization of radio resources and radio monitoring;
- c) telecommunications infrastructure, including optical fiber (land and maritime) and high speed internet networks (broadband);
- d) internet address management and network management;
- e) cyber security;

- f) use of artificial intelligence (AI) technologies and the creation of new services in the communications sector using AI;
- g) new industries in the ICT field, including cloud computing, the Internet of Things (IoT), blockchain, big data and open data;
- h) ICT standardization;
- i) technology commercialization, including the facilitation of startups;
- j) digital broadcasting conversion;

### k) emergency systems for the restoration of communication systems;

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- 1) support for narrowing the digital divide; and
- m) any other areas of cooperation as may be jointly decided upon by the Sides.

# Paragraph 3 Cooperative Activities

Cooperative activities may take the following forms:

- a) exchange of information related to policies and technologies for establishing the information superhighway;
- b) facilitation of joint projects, such as co-funding, ICT cooperation centers and infrastructure pilot projects;
- c) exchange of experts and staff in the field of ICT, and the provision of ICT education in both countries;
- d) participation of representatives of one Side in conventions, conferences, symposia, seminars, festivals, exhibitions and other meetings organized by the other Side;
- e) facilitating activities for startups, particularly in the communications sector, such as information sharing on accelerators, venture capital and technology startup incubators, and support for the exchange of startups with accelerators and incubators of the other country;
- f) promotion of ICT-related foreign experts' mentoring services, consulting programs, investor relations and marketing for technology startups;
- g) facilitating inter-agency meetings and cooperation to institutionalize permanent residency for technology startup entrepreneurs;
- h) facilitation of internet- and mobile-based media services and related businesses; and
- i) any other forms of cooperation as may be jointly decided upon by the Sides.

# Paragraph 4 Steering Group

- 1. The Sides will set up a Steering Group consisting of two representatives from each Side. As necessary, each Side may designate a limited number of additional participants to participate in the meetings of the Steering Group. The Steering Group will be co-chaired by a representative of each Side. Operational guidance and management plans consistent with the needs of the Sides in order to implement this MOU will be adopted by the Steering Group.
- 2. The Steering Group will periodically review the activities under this MOU and decide if any adjustments are necessary. The Steering Group will meet at least once per year, and its meetings will be held virtually or in-person, alternately in Korea and Brazil.

#### Paragraph 5 Funding

The Sides will jointly decide, on a case-by-case basis, how cooperative activities under this MOU will be funded and resourced, subject to their budgetary limitations.

#### Paragraph 6 Cooperation within International Organizations

The Sides, based on their mutual interests, will cooperate within international organizations. In the event of any disagreement when cooperating in international organizations, the Sides will hold discussions and negotiations to endeavor to resolve such disagreement.

## Paragraph 7 Release of Information

- 1. Neither Side will disclose or disseminate to any third party any information provided by the other Side in the process of the cooperative activities under this MOU, except as and to the extent authorized in writing to do so by the other Side.
- 2. Notwithstanding the termination of this MOU, the provisions of this Paragraph will continue to be in effect.

#### Paragraph 8 Amendments

Amendments to this MOU may be made by mutual written consent of the Sides. Any such amendments will be considered an integral part of this MOU and will come into effect on a date jointly decided upon by the Sides.

# Paragraph 9 Resolution of Differences

Any differences arising from the interpretation or implementation of this MOU will be resolved amicably through consultations between the Sides.

#### Paragraph 10 Entry into Effect, Duration and Termination

- 1. This MOU will come into effect on the date of its signature by the Sides and will continue to have effect for a period of three (3) years, unless terminated by mutual written consent, or alternatively by either Side by giving three (3) months' written notice to the other Side. The MOU may be renewed for successive periods of three (3) years with the mutual written consent of the Sides.
- 2. The termination of this MOU will not affect any cooperative activities under this MOU that are already in progress and not yet completed at the time of its termination, unless the Sides jointly decide otherwise.

Signed in duplicate at Seoul, on 31<sup>th</sup> day of August 2021, in the Korean, Portuguese and English languages, all texts being equally valid. In case of any divergence of interpretation, the English text will be used.

For the Ministry of Communications of the Federal Republic of Brazil

For the Ministry of Science and ICT of the Republic of Korea

Fábio Salustino Mesquita de Faria Minister Lim Hyesook Minister