

**Memorandum of Understanding on Strengthening
Digital Economy Cooperation
between
The National Data Administration of the People's
Republic of China
and
The Ministry of Communications of the
Federative Republic of Brazil**

The National Data Administration of the People's Republic of China and the Ministry of Communications of the Federative Republic of Brazil, who individually will be referred to as the "Party" and together as the "Parties".

Recognizing that digital economy is an important direction for the future development of China, Brazil and even the world, and that digital transformation is an important force to promote economic efficiency and development.

To deepen bilateral exchanges and cooperation in the digital field, promote practical and effective cooperation in the fields of digital infrastructure connectivity, digital technology innovation, digital industry development, digital talent exchange, further promote cooperation in the industrial chain,

value chain, innovation chain and talent chain of the digital economy, and better serve the well-being of both countries.

Have reached the following consensus.

Article 1 Cooperation Content

Cooperation in the field of data between the two Parties has promoted a more friendly political relationship, stronger economic ties, deeper security cooperation and closer people-to-people relationship.

The Parties will cooperate in the following areas:

1. 1 Policy Coordination.

Encourage the Parties to establish a regular exchange and cooperation mechanism for the digital economy and share information on industrial policies, market demands and technological developments. The Parties should promote effective communication and coordination of digital economy policies, rules, systems, technologies and standards, enhance mutual trust in digital economy policies and enhance inclusiveness of the digital economy.

The Parties will encourage exchanges and cooperation in the field of digital economy between governmental entities and enterprises, and jointly plan and promote demonstration projects and major platforms.

1.2 Digital Transformation.

The Parties are encouraged to carry out exchanges and cooperation on digital transformation in key areas such as agriculture, manufacturing, education, medical, and health care, and promote the transformation and upgrading of traditional industries and the intelligent and green development.

1.3 Innovation and transformation of digital technologies.

The Parties should encourage exchanges, cooperation and innovative applications of digital technologies such as 5G and future networks, big data, cloud computing, smart cities, data centers, promote the transformation, application and innovative development of digital technologies, and jointly foster new business forms and models in the digital field.

1.4 Capacity Building.

Encourage the Parties to promote capacity building and jointly carry out training and exchanges of professionals in the field of digital economy.

1.5 Other areas of cooperation agreed by both parties.

Article 2 Mode of Cooperation

The Parties will promote bilateral cooperation through the following mechanisms:

2.1 Support cooperation among relevant institutions, such as universities,

enterprises and research institutes in the field of information and communication technology.

2.2 Support relevant local administrations to carry out exchanges of information and cooperation.

2.3 Support exchanges and cooperation between digital and platform enterprises of the Parties.

Article 3 Working Group

3.1 The National Data Administration of the People's Republic of China shall be designated by the Chinese side, and the Brazil party shall appoint the Ministry of Communications as the lead unit of the joint working group.

The lead unit of the joint working group is responsible for daily management, coordination, and formulating annual work plans.

3.2 The Parties agree to coordinate the necessary professional departments and implementation subjects to participate in promoting the implementation of the project. Chinese participating institutions include the government, relevant research institutions, as well as business alliances and social organizations in the digital field; Brazilian participants include ministries, digital industry companies and civil society organizations.

3.3 As required by the specific project or issue, it can be assigned or formed by the executive agency, responsible for the research, promotion and implementation of specific collaborative projects.

3.4 Under coordination of the Parties and the leadership of the lead unit, a specific project can be established to promote digital economy projects through the creation of a working team mechanism. Relevant institutions, financial institutions and implementing enterprises can join the working team in accordance with a project plan agreed by the Parties.

Article 4 Funding Arrangement

Unless otherwise agreed, each party shall bear its own expenses incurred in the execution of this MoU.

Article 5 Confidentiality

5.1 Both parties shall keep confidential the contents of the other party's state secrets or business secrets that they come to know through cooperation and shall not disclose them.

5.2 Both parties agree that the information provided by one party to the other party in this MoU is for internal use only.

5.3 Without the consent of the party providing the information, neither party shall disclose confidential information resulting from this MoU or any information related to the cooperation process to any third party, except as reasonably necessary under law, neither Party shall make any public statement or disclosure in connection with this MoU without the prior written consent of the other Party.

5.4 The amendment, termination and invalidity of other provisions of this MoU shall not affect the validity and performance of these provisions.

Article 6 Intellectual Property

6.1 The Parties acknowledge that neither party has acquired from the other any intellectual property rights of that party or any rights against such intellectual property rights under this MoU.

6.2 Unless otherwise agreed by the parties, the party providing information under this MoU will retain the intellectual property rights to that information.

6.3 In principle, the property rights of the scientific research results and the copyright of the publications obtained by the parties to the MoU in the specific cooperation projects shall be shared by all parties.

6.4 In case of exception, both parties shall negotiate separately and handle the case in accordance with the specific agreement reached.

Article 7 Legal Effect

This MoU does not create any legally binding obligation on the participant and does not constitute a financial commitment or obligation on the part of any participant.

Article 8 Compliance and Law

8.1 The cooperation under this MoU shall comply with the domestic laws and regulations of both parties.

8.2 The Parties acknowledge their rights and obligations as signatories to other international agreements or arrangements to which they are parties, individually or jointly.

Article 9 Dispute Resolution

Any differences arising from the interpretation and implementation of this MoU shall be settled amicably through negotiation.

Article 10 Effective, Amendment and Termination

10.1 This MoU shall come into force on the date of signature by both Parties and shall be valid for 3 years.

10.2 Any supplement or amendment to this MoU shall be made with the mutual written consent of both Parties.

10.3 If either Party intends to terminate this MoU, it shall notify the other Party in writing through diplomatic channels three months prior to the expiration of this MoU and may terminate this MoU upon mutual agreement.

10.4 This MoU is signed in duplicate, in three copies, in the Chinese, English and Portuguese, each text being identical, authentic, and with the same legal value. In case of divergence in the interpretation of this MoU, the Parties agree that the English language text shall prevail.

**The National Data Administration
of the People's Republic of China**



**The Ministry of Communications of
the Federative Republic of Brazil**


