



**Memorandum of Understanding on Cooperation in Competition Field  
between  
the Brazilian Council for Economic Defense of the Federative Republic of Brazil  
and  
the State Administration for Industry and Commerce of  
the People's Republic of China**

**Foreword**

The Brazilian Council for Economic Defense of the Federative Republic of Brazil (CADE) and the State Administration for Industry and Commerce of the People's Republic of China (SAIC) (hereinafter referred to as "the Participants"),

Considering the Treaty on Scientific and Technological Cooperation between the government of Brazil and the government of China in 1982,

Expressing the wish to develop and strengthen cooperation in the field of competition law and policy,

Aiming at creation of favourable conditions for the development of bilateral relations,

Based on the principles of equality and mutual benefit, amicable collaboration in the international relations,

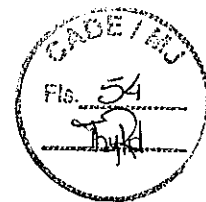
Hereby agree as follows:

**Clause 1 Purpose of Cooperation**

The purpose of this Memorandum of Understanding is to promote and strengthen an institutional partnership between the Participants, especially through exchanges of information and best practices, as well as through capacity-building activities.

**Clause 2 Scope of Cooperation**

For the mutual interest of the Parties, cooperation on competition aspects will be focused on the following:



1. Exchanging policies, laws, rules, typical cases as well as the progress of legislation and enforcement in competition field, which is allowed by the laws of respective countries.

The transfer of information will be made via mail or e-mail. The language should be English.

2. Organizing seminars and study visits in the limit of available funds, on purpose of providing professional trainings for the officials handling competition cases.

3. Participating in International Conferences, Seminars and other events on issues of competition legislation and enforcement organized in China and Brazil.

4. Organizing high-rank officials' meetings and mutual visits of working level staff for discussing the competition issues concerned by the Participants.

5. Other issues agreed upon by the Participants.

### **Clause 3 Consultation and Coordination**

The Participants agree to:

1. Appoint a Liaison Department from their respective offices to ensure adequate communication between the Participants.

CADE:

Liaison Department: International Unit

Tel: +55 61 3221-8425

Fax: +55 61 3328-5523

Email: [international@cade.gov.br](mailto:international@cade.gov.br)

SAIC:

Liaison Department: Department of International Cooperation

Tel: 86-10- 68013447

Fax: 86-10- /68013447

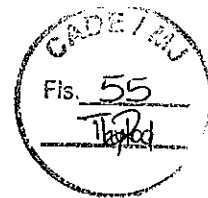
Email: [international@saic.gov.cn](mailto:international@saic.gov.cn)

2., Draft specific Cooperation Projects in accordance to their respective chronograms, as to implement the actions foreseen by this Memorandum.

3. Formally meet annually to review progress under this Memorandum of Understanding, alternatively between the Offices of both Participants with the timing to be agreed by the Participants.

### **Clause 4 Limitations**

1. Each Participant shall be responsible for expenses of its personnel in the fulfillment of official activities made under this Memorandum of Understanding,



including travel expenses.

2. All activities developed under this Memorandum of Understanding are subject to the availability of funds and each Participant's budget priorities.

3. This Memorandum of Understanding does not require transfer of funds between the Participants.

#### **Clause 5 Information Confidentiality**

1. It is understood that the Participants do not intend to communicate information to the other Participant if such communication is prohibited by the laws governing the Participant possessing the information or would be incompatible with that Participant's interests.

2. Unless agreements are reached through negotiations, each Participant shall keep the information provided by the other according to this Memorandum of Understanding confidential in line with laws of its country.

#### **Clause 6 Resolution of Disputes**

The Participants will resolve any discrepancies or disputes arising out of the interpretation or application of this Memorandum of Understanding through consultations.

#### **Clause 7 Amendments**

1. This Memorandum of Understanding may be amended through Mutual agreement of the Participants. The amendments will enter into effect after the receipt by the Participants of formal written notification of the other participant approval.

#### **Clause 8 Start and Finish**

1. This Memorandum of Understanding enters into effect on the date of signature.

2. This Memorandum of Understanding will be effective for the duration of 3 years, automatically renewed for consecutive periods of 1 year, unless one of the Participants decides to terminate it, what may occur upon thirty (30) days written notice to the other participant.

3. This Memorandum is signed on the date of 2012 in , which is made

out in three originals, each composed of Portuguese, Chinese and English versions, each of them being formal versions and having equal force. If any discrepancies arise from the interpretation of this Memorandum, English version will prevail.

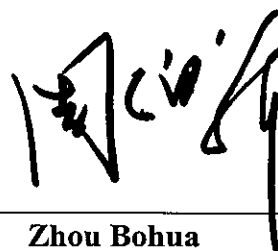
for the Brazilian Council for Economic  
Defense of the Federative Republic of  
Brazil

for the State Administration for  
Industry and Commerce of the  
People's Republic of China



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**Ricardo Machado Ruiz**  
Acting President



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**Zhou Bohua**  
Minister