

**MEMORANDUM OF UNDERSTANDING BETWEEN THE ADMINISTRATIVE COUNCIL  
FOR ECONOMIC DEFENSE OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE  
COMPETITION COMMISSION OF THE REPUBLIC OF INDIA ON COOPERATION IN  
THE FIELD OF COMPETITION LAW**

The Administrative Council for Economic Defense of Brazil (CADE) and the Competition Commission of India (CCI) (hereinafter collectively referred to as the "the Signatories" and individually referred to as the "the Signatory or Counterpart");

*Based* on the principles of mutual trust and respect;

*Recognizing* the benefit of cooperation in the field of effective enforcement of the competition laws and regulations of each country;

*Expressing* the wish to develop a cooperative relationship for the promotion of fair competition and of the economic welfare of the citizens of their respective countries;

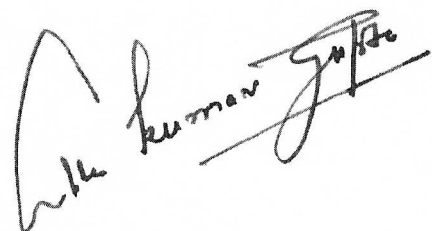
*Willing* to promote competition, in accordance with the laws and regulations of their respective countries;

*Agreeing* to cooperate with and provide assistance to each other, to the extent consistent with the laws and regulations in force in their respective countries, their reasonably available resources, and their respective important interests;

**Have reached the understanding as follows:**

I. COOPERATION

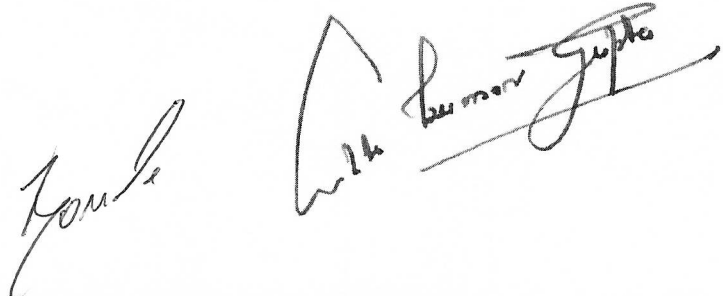
1. The Signatories shall notify each other regarding their enforcement activities that might affect important interests of their respective Counterpart;
2. Provided that it is not contrary to the Signatory's national laws and regulations and provided that it does not affect any investigation or proceeding being carried out by one of the Signatories, the aforementioned notifications shall be issued as promptly as possible when the notifying Signatory becomes aware that its enforcement activities may affect important interests of its Counterpart.
3. In accordance with their national laws and regulations, interests and reasonably available resources, the Signatories shall exchange information on:
  - a) each other's laws, regulations, competition policy and enforcement developments in their respective jurisdictions;
  - b) experiences in improving legal framework of competition policy;



- c) experiences in conducting investigations of anticompetitive conducts in their respective jurisdictions;
  - d) the improvement of competition conditions in markets; and
  - e) the development of research in the field of competition law.
4. The Signatories shall seek to develop cooperation by deciding areas of common interest relating to enforcement of competition law and policy and matters connected therewith or incidental thereto based on mutual consultation.
5. The Signatories shall work together in the field of technical cooperation activities such as:
- a) participating in training courses on competition law and policy organized or sponsored by one or both Signatories;
  - b) exchanging personnel for training purposes;
  - c) having Signatories' staff participating as lecturers or consultants at training courses on strengthening of competition policy and enforcement of competition law organized or sponsored by either or both Signatories;
  - d) providing assistance, where appropriate, in promoting understanding of sound competition policy among various stakeholders such as business communities, bar associations, academic institutions and others; and
  - e) any other form of technical cooperation as the Signatories may decide.
6. When investigating competition matters, the Signatories shall endeavour to cooperate in accordance with the laws and regulations in force in their respective countries, their reasonably available resources, and their respective important interests.
7. The Signatories may request for advice from each other regarding matters of competition law enforcement and policy.
8. The Signatories shall discuss, review and evaluate the effectiveness of the cooperation under this Memorandum of Understanding on a regular basis so as to ensure that their expectations and needs are met.

## II. COMMUNICATIONS

9. The Signatories shall appoint the following liaisons for the purpose of facilitating cooperation based on this Memorandum of Understanding. Communications may be carried out by telephone, electronic mail, videoconference, or in person, as appropriate.



The image shows three handwritten signatures in black ink. The first signature on the left is written in a cursive style and appears to be 'Foule'. The second signature in the middle is also cursive and appears to be 'Lukh'. The third signature on the right is written in a more stylized, blocky cursive and appears to be 'Suman Gupta'.



**CADE:**

International Unit, Administrative Council for Economic Defense  
[international@cade.gov.br](mailto:international@cade.gov.br)

**CCI:**

International Cooperation Division, Competition Commission of India  
[international@cci.gov.in](mailto:international@cci.gov.in)

10. Officials of the Signatories may meet to share the experience in the fields of competition law and policy. Expenses for sending officials will be incurred by the sending Signatory, while expenses for holding the meeting will be incurred by the receiving Signatory.

11. During the period of validity of the present Memorandum of Understanding, mutually decided working meetings shall be held. Besides discussing issues of common interest, the Signatories shall review and evaluate cooperation in such meetings.

### III. CONFIDENTIALITY

12. It is understood that the Signatories do not intend to communicate information to the other, if such communication is prohibited by the laws governing the Signatory possessing the information or if it is incompatible with that Signatory's important interest.

13. Insofar as either one of the Signatories communicates an information, the recipient should, to the extent consistent with its laws, maintain the confidentiality of such information.

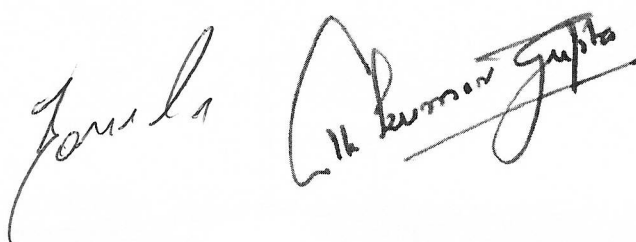
14. Information, other than publicly available information, provided by a Signatory to its Counterpart under this Memorandum of Understanding shall only be used by the Counterpart for the purpose of the effective enforcement of competition law and shall not be communicated to third parties.

### IV. IMPLEMENTATION

15. This Memorandum of Understanding is intended to set forth an advisory framework for cooperation. The Signatories reserve their full discretion in implementing the Memorandum of Understanding, and nothing in it is intended to change existing law, agreements, or treaties. This Memorandum of Understanding shall not be an international treaty with the purpose of creating legally binding or enforceable rights.

16. Nothing in this Memorandum of Understanding is intended to prevent the Signatories from seeking assistance from or providing assistance to another competition authority pursuant to other agreements, treaties, arrangements, or practices.

17. This Memorandum of Understanding does not require transfer of funds between the Signatories, being each Signatory responsible for expenses of its personnel in the fulfillment of official activities made under this Memorandum of Understanding.



Two handwritten signatures are present at the bottom of the page. The signature on the left is written in cursive and appears to be 'Fouls'. The signature on the right is also in cursive and appears to be 'L. K. Kumar Gupta'.

## V. OTHERS

18. The cooperation under this Memorandum of Understanding will commence on the date of its signature.

19. This Memorandum of Understanding will be effective for a period of three years, and, thereafter, automatically renewable for consecutive equal periods through the signature of a Term of Renewal, unless one of the Signatories decides to terminate it by giving 90 days written notice.

20. The Signatories will consult regarding any questions concerning this Memorandum of Understanding.

21. This Memorandum of Understanding may be amended with mutual written consent of the Signatories

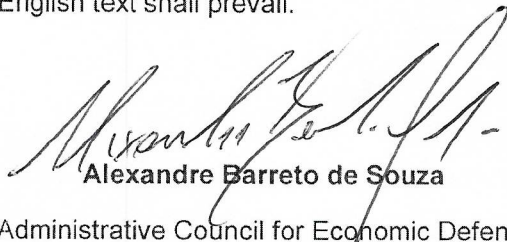
22. Detailed rules to operate this Memorandum of Understanding shall be decided between the Signatories as necessary.

23. The documents derived from the initiatives regarding the implementation of the current Memorandum of Understanding shall be jointly owned by the Signatories. If any of the aforementioned documents is to be published, the Signatories shall be previously and formally consulted and explicitly mentioned in the published document.

24. Any dispute arising out of the interpretation or the implementation of any provisions of this Memorandum of Understanding shall be settled amicably through consultations between the Signatories.

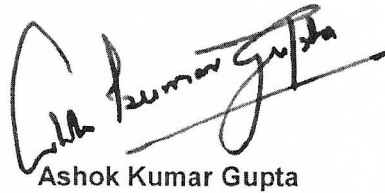
25. CADE shall provide the publication of an excerpt of this Memorandum of Understanding in the Brazilian Federal Official Gazette. The Competition Commission of India may do the same by the means that it deems adequate and in accordance with the legislation of its country.

Signed on 18<sup>th</sup> June 2021 in two originals, each in Hindi, Portuguese and English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.



Alexandre Barreto de Souza

Administrative Council for Economic Defense  
of Brazil- CADE



Ashok Kumar Gupta

Competition Commission of India-CCI