

*Program on Cooperation between
the Administrative Council for Economic Defense
of the Federative Republic of Brazil and
the Federal Antimonopoly Service (Russian Federation)
for 2023-2024*

The Administrative Council for Economic Defense of the Federative Republic of Brazil (CADE) and the Federal Antimonopoly Service (Russian Federation) (FAS Russia) hereinafter referred to as the Parties, aiming at implementing the Agreement on Cooperation in the Sphere of Competition Policy between the Government of the Federative Republic of Brazil and the Government of the Russian Federation, signed on December 12, 2001 (hereinafter referred to as the Agreement on Cooperation), approved the present Program on Cooperation for 2023-2024 (hereinafter referred to as the Program).

1.1 Cooperation between the Parties under the present Program will be exercised on the basis of the legislation of the States of the Parties.

1.2 For the implementation of the provisions of Article 4 of the Agreement on Cooperation, the Parties agree to:

1.2.1 Exchange legislative acts, official informational and methodological materials, following the legislation of their States, including:

- texts of laws and other legal acts on principal directions of the Parties' activities;
- official methodological recommendations on principal directions of the Parties' activities; and
- official statistics and informational data on the Parties' activity.

1.2.2 Provide methodological assistance, exchange official research results and hold consultations, including:

- exchange of experience during the conduct of investigations related to the violations of competition law;

- provision of available official information on the activities of economic entities of the State of one Party in the territory of the State of the other Party if such activity may negatively affect competition in the territory of the State of the other Party.

1.3 The abovementioned information will be provided upon request of one of the Parties, which shall include the purpose of the requested information and a description of the circumstances of the case, as well as any relevant documents.

1.4 At the request of one Party, the other Party will provide information on the interpretation of its competition legislation.

1.5 The requested information will be provided within the time agreed upon by both Parties, preferably within forty-five (45) days from the date of receipt of the request. The Party receiving the request will inform the other Party of circumstances which could cause non-observance of the given period as soon as possible.

1.6 Notwithstanding any other provision of the present Program, neither Party will be required to communicate information to the other Party if such a communication is prohibited by the legislation of the State of the Party possessing the information or if it is incompatible with the Party's essential interests.

1.7 Unless otherwise agreed upon by the Parties, each Party will fully maintain the confidentiality of any information transferred to it in confidence by the other Party under the present Program and will not transmit such confidential information to third parties.

2.1 One Party may invite specialists of the other Party for participation in training programs, subject to resource availability:

- the receipt of specialists of the other Party will be realized with the purpose of exchanging experience;

- the visiting Party will cover all costs related to the visit of its specialists, including travel costs, accommodation, and meals.

2.2 When symposia, conferences, and seminars are held by one of the Parties:

- the representatives of the other Party will seek to participate in them;
- the visiting Party will cover all costs related to the visit of its specialists, including travel costs, accommodation and meals.

3.1 The interaction between the Parties under the present Program will be conducted in English.

4.1 If necessary, the Parties will hold additional consultations on issues concerning the implementation of the Agreement on Cooperation and the present Program.

5.1 The present Program is not considered as an international treaty regulated by international law and does not create any rights or obligations.

5.2 Both Parties will apply the provisions of the present Program voluntarily.

6.1 The Parties will appoint a Liaison Department from their respective offices to ensure adequate communication between the Parties:

CADE:

Liaison Department: International Unit

Tel: +55 61 3044-1861

Tel: +55 61 3032-9867

Email: international@cade.gov.br

FAS Russia:

Liaison Department: Department for International Economic Cooperation

Tel: +7 (499) 755-23-23ext. 088-455

Email: international@fas.gov.ru

7.1 The present Program will be in force from the date of signing until December 31, 2024. Activities initiated under the present Program, and not duly completed, will be taken into account when preparing the Program on Cooperation for the next period.

Signed in _____ on _____ 20____, in two original copies each in Portuguese, Russian and English. In case of any disagreement between the texts, the English version will prevail.



**For the Administrative Council
for Economic Defense of the
Federative Republic of Brazil**



**For the Federal
Antimonopoly Service
(Russian Federation)**