

Memorandum of Understanding between the Brazilian National Confederation of Industry and the United States Chamber of Commerce

The **Brazilian National Confederation of Industry** (hereinafter referred to as “CNI”), the voice of the Brazilian manufacturing sector representing all 27 Brazilian state-level Federations of Industries, more than 1,000 sectoral business associations, and nearly 100,000 companies,

and

The **United States Chamber of Commerce** (hereinafter referred to as “Chamber”), the world’s largest business organization representing the interests of more than 3 million businesses of all sizes, sectors, and regions,

ACKNOWLEDGING the mission of CNI to represent the Brazilian manufacturing sector and pursue an environment conducive of businesses, competitiveness, and sustainable development;

ACKNOWLEDGING ALSO the mission of the Chamber to advance the interests and concerns of business, economic growth and the free enterprise system;

ACKNOWLEDGING FURTHER the strong and growing trade and investment relationship between Brazil and the United States, in particular in goods, services, investment, and knowledge,

RECOGNIZING the strategic nature of the partnership between Brazil and the United States in all economic and commercial areas,

CONSIDERING that businesses both in Brazil and in the United States as represented by the respective memberships of CNI and the Chamber can benefit from increased cooperation between them,

CONSIDERING ALSO the longstanding relationship between CNI and the Chamber as reflected in the Agreement of January 30, 1976 establishing the Brazil-U.S. Business Council,

CONSIDERING FURTHER that CNI and the Chamber recognize each other as the respective homes of the Brazil Section and the U.S. Section of the Brazil-U.S. Business Council,

HAVE REACHED the following understanding:

I. PURPOSE

The purpose of this Memorandum of Understanding is to establish the principles and the basis for increased cooperation between CNI and the Chamber with a view toward improving the business environment in and between the two countries.

It shall be understood that CNI and the Chamber are, and shall remain, independent entities and neither shall act as agent for the other. Neither organization shall act as the representative for the other nor shall either organization have the authority to bind the other to any contract or agreement



nor to direct the activities of the other. Each entity shall at all times act on behalf of and represent the interests of its respective membership.

II. SCOPE

CNI and the Chamber shall voluntarily work together to foster business growth, to better the business environment in and between Brazil and the United States and to be an informational resource to promote such growth.

The scope of this Memorandum of Understanding shall encompass cooperation in the following areas:

- A) CNI and the Chamber intend to work together to coordinate their policy, advocacy, and business promotion activities, particularly on trade and investment topics between Brazil and the United States and doing so through both sections of the Brazil-U.S. Business Council.
- B) The Chamber, through the U.S. Section of the Brazil-U.S. Business Council (hereinafter referred to as "BUSBC"), will strive to coordinate its activities in Brazil and the United States with CNI, in particular through the Brazil Section of the Brazil-U.S. Business Council (hereinafter referred to as "CEBEU").
- C) CNI will strive to conduct its activities in the United States, including its policy, advocacy, and business promotion activities, particularly with regard to the U.S. Congress, jointly and with the support of the Chamber and BUSBC.
- D) CNI will strive to have at least one full time staff dedicated to Brazil-U.S. issues and to working with both CEBEU and BUSBC.
- E) CNI and the Chamber will recognize each other as their counterpart and primary partner in all Brazil-U.S. business-related events, including those organized in connection with presidential summits, jointly deciding on additional event partners.
- F) At the request of BUSBC, CNI will host up to two BUSBC staff for an extended period of up to six months, in order to foster cooperation between both organizations. All costs connected to BUSBC staff at CNI, with the exception of existing office resources, will be BUSBC's responsibility and previously agreed to with CNI.
- G) At the request of CNI, BUSBC will host up to two CNI staff for an extended period of up to six months, in order to foster cooperation between both organizations. All costs connected to CNI staff at BUSBC, with the exception of existing office resources, will be CNI's responsibility and previously agreed to with BUSBC.
- H) CNI and the Chamber, including BUSBC and CEBEU, will work to reduce private sector fragmentation in policy, advocacy, and business promotion within the Brazil and the United States trade and investment relationship, particularly through increased cooperation with third parties, including but not limited to:



- a. The 27 Brazilian state-level Federations of Industries;
- b. The American Chamber of Commerce for Brazil – São Paulo (AmCham Brazil);
- c. The American Chamber of Commerce for Brazil – Rio de Janeiro (AmCham Rio);
- d. The Brazil Industries Coalition (BIC);
- e. The U.S.-Brazil CEO Forum; and
- f. Any other relevant trade association or business group in Brazil or the United States.

Cooperation and activities in the aforementioned areas shall endeavor to promote trade and investment and to create a better business environment in Brazil and the United States.

III. FINANCIAL RESOURCES

The present Memorandum of Understanding does not involve the transfer of financial resources between the signatories, each of which shall bear the necessary expenses related to their respective performance.

CNI and the Chamber are voluntarily entering into this Memorandum of Understanding as equals. Neither is hiring or retaining the other. Neither shall represent nor serve as agent of the other and neither shall compensate the other for any activities undertaken in furtherance of the goals of this Memorandum of Understanding.

IV. MODIFICATIONS

The present Memorandum of Understanding may be modified at any time upon agreement between CNI and the Chamber. All such modifications shall be done in writing and signed by appropriate individuals from both organizations.

V. ENTRY INTO FORCE

The present Memorandum of Understanding shall enter into force on the date of its signature and shall remain in force until terminated by either of the parties.

VI. NOTICE

The present Memorandum of Understanding may be terminated at any time by either signatory through written notice.

VII. USE OF NAME AND TRADEMARK

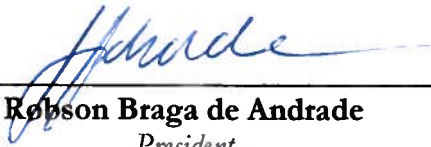
The name and trademark of the signatories can only be used reciprocally by the signatories, exclusively in the pursuit of the object of the present Memorandum of Understanding, as long as previously and expressly authorized in writing by the Party owner of the trademark, under penalty of



the infringing Party be held responsible for the losses and damages arising from the unauthorized use.

AND, BY MUTUAL AGREEMENT, the signatories signed the present Memorandum of Understanding in two (2) originals, either before two witnesses or before a duly authorized Notary Public or the equivalent as recognized under the laws of the United States.

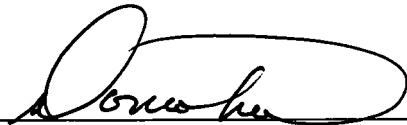
Washington, April 9, 2012.



Robson Braga de Andrade
President

Brazilian National Confederation of Industry

Acknowledged and agreed:



Tom Donohue
President & CEO

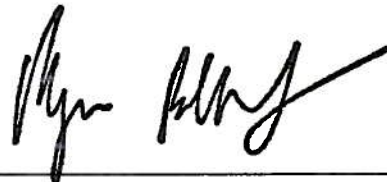
United States Chamber of Commerce

Acknowledge and agreed:



Carlos Eduardo Abijaodi
Director for Industrial Development

Brazilian National Confederation of Industry



Myron Brilliant
Senior Vice President

United States Chamber of Commerce

