

## MEMORANDUM OF UNDERSTANDING

### ENHANCING GLOBAL PARTNERSHIPS ON INNOVATION, SCIENCE AND TECHNOLOGY

#### THIS MEMORANDUM OF UNDERSTANDING IS MADE BY AND BETWEEN:

**THE COUNCIL ON COMPETITIVENESS**, hereinafter referred to as the “Council”, 1500 K Street NW, Suite 850, Washington, DC 20005, USA, represented by **Deborah L. Wince-Smith**, President and CEO, Council;

**AMCHAM Brasil São Paulo**, hereinafter referred to as “AmCham Brasil”, Rua da Paz, 1.431, 04713-001, São Paulo, SP, Brasil, represented by **Luiz Gabriel Rico**, Chief Executive Officer, AMCHAM Brasil São Paulo

**AND**

**BRAZIL – U.S. BUSINESS COUNCIL**, hereinafter referred to as “BUSBC”, 1615 H Street NW, Washington, DC 20062, USA, represented by Jodi Bond, Vice President, U.S. Chamber of Commerce/Brazil-U.S. Business Council

jointly, referred to hereinafter as the “Parties.”

Recognizing the mutual interest in strengthening cooperation within a framework of friendship, and in pursuance of their desire to encourage and promote cooperation in the fields of innovation and competitiveness; the Council, AmCham Brasil and BUSBC, agree to:

1. Pursue the above by:
  - (1) carrying out joint projects related to and identified as critical for increasing innovation capacity and competitiveness, including but not limited to:
    - a. developing public-private partnerships to create new industries and jobs;
    - b. stimulating greater investment in research and development;
    - c. educating and developing the best and brightest talent;
    - d. fostering regions as engines of creativity and innovation;
    - e. supporting strong intellectual property rights regimes;
    - f. building modern, well-maintained innovation infrastructures;
    - g. supporting open, transparent and fair trade;
    - h. improving global natural resource productivity and energy efficiency;
  - (2) exchanging information and expertise regarding the fields of cooperation;
  - (3) promoting interaction and collaboration among governmental bodies, companies, research institutes and other entities, globally; and



**Compete.**

**Council on  
Competitiveness**

**AMCHAM  
Brasil**

*For a better business environment*



**Brazil - U.S. Business Council**

- (4) exploring opportunities for cooperation in other areas of mutual interest.

The objectives mentioned above would be substantiated through frequent visits, regular conferences, and ad-hoc meetings coordinated by the Council, AmCham Brasil and BUSBC.

2. Allocate the form and cost for individual activities of cooperation under this Memorandum of Understanding as agreed upon by the Parties. Each project entered into by the Parties under this Memorandum of Understanding shall be governed by its own project document.

When agreed, the activities concerned shall be implemented in accordance with the prevailing laws and regulations in the place in which the activity is being undertaken.

All the Parties shall endeavor to facilitate all formalities in connection with the preparation, negotiation and implementation of activities within the framework of this Memorandum of Understanding and shall maintain close and direct contact. Any and all costs and expenses incurred by any Party hereto in that connection shall be borne by said Party.

3. Appoint project representatives to negotiate specific projects within the areas of cooperation referred in this Memorandum of Understanding. The Parties intend to be the principal organizations managing these cooperative projects, and that the addition of any other party as a proposed leader or managing organization must be approved by all the Parties.

All the Parties agree to review regularly the progress of cooperation under this Memorandum of Understanding. Meetings will be convened as required and at a venue and time agreed between the Parties.

Each Party shall be responsible for its own expenses incurred in sending representatives to attend review meetings.

4. Bring into effect this Memorandum of Understanding on the day on which it is signed by all the Parties. The term of the Agreement will continue on a three-year rolling basis. The initial term shall be two (2) years with automatic one-year extensions occurring at the completion of each term.

Any Party may at any time terminate this Memorandum of Understanding by giving the other Parties written notice of at least three months. In the event of the expiration or termination of this Memorandum of Understanding, obligations and commitments already agreed upon shall be honored and continued by the Parties until full completion.

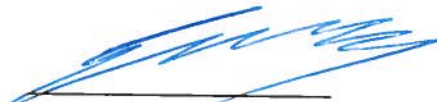
5. Define the means of exploring intellectual property rights that may eventually occur from projects developed in the context of this Memorandum of Understanding based on the nature and distribution of activities stated in each project's document. Until the allocation of rights is agreed upon, no intellectual property jointly developed by the Parties may be replicated, duplicated, exploited, commercialized or otherwise utilized without the express permission of the other Parties.
6. Amend and/or supplement this Memorandum of Understanding at any time as decided and agreed by both parties.

*In WITNESS WHEREOF, the parties hereto and acting by their legal representatives, subscribed their names to two identical copies of this Agreement, in English.*

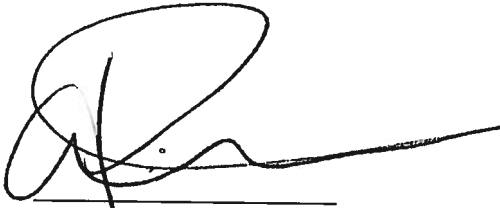
In Washington, DC, on the 10<sup>th</sup> day of April in the year 2012.



Ms. Deborah L. Wince-Smith  
President and CEO  
Council on Competitiveness



Mr. Eduardo Wanick  
Chairman  
AMCHAM Brasil São Paulo



Ms. Jodi Bond  
Vice President  
U.S. Chamber of Commerce/  
Brazil-U.S. Business Council



Mr. Luiz Gabriel Rico  
Chief Executive Officer  
AMCHAM Brasil São Paulo

Before us:



Mr. Chad Evans  
Senior Vice President  
Council on Competitiveness



Ms. Michelle Shayo  
Tchernobilsky  
Government Affairs Manager  
AMCHAM Brasil São Paulo



Diego Zanetti Bonomo  
Senior Director for Policy  
Brazil-U.S. Business Council