

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NATIONAL TELECOMMUNICATIONS AGENCY OF
THE FEDERATIVE REPUBLIC OF BRAZIL
AND
THE EMBASSY OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND IN BRAZIL
CONCERNING
DIGITAL ACCESS DEVELOPMENT**

The National Telecommunications Agency of the Federative Republic of Brazil and The Embassy of the United Kingdom of Great Britain and Northern Ireland in Brazil (hereinafter referred to as the “Participants”):

RECOGNISING the common interests shared by the Participants towards promoting greater digital access through public innovation and public regulation.

ACKNOWLEDGING the policies and targets set forth by the Participants in relation to telecommunications and digital access, in order to:

- Promote a deeper understanding of the supply and demand dynamics of the telecommunication sector in Brazil;
- Support testing and validation of new technologies for digital access;
- Support small internet providers to set up their businesses;
- Support the expansion and improvement of community networks;
- Create and implement solutions that improve regulatory efficiency.

WISHING to promote mutually beneficial cooperation in the field of telecommunications and digital access.

IN COMPLIANCE with the prevailing laws and regulations of their countries.

HAVE REACHED the following understanding:

PARAGRAPH I OBJECTIVE

This Memorandum of Understanding (“MOU”) expresses the purpose and intention of the Participants concerned and is not legally binding. The objective of this Memorandum of Understanding (“MOU”) is to establish the basis for a cooperative relationship to encourage and promote bilateral cooperation on digital access and telecommunications issues based on mutual benefit, equality and reciprocity.

PARAGRAPH II AREAS OF COOPERATION

The areas of cooperation under this MOU may include, but is not limited to, the following subjects of mutual interests:

1. To promote digital access as a method to support the development of

4
MH

- vulnerable populations;
2. To provide support for planning and implementation of telecommunications regulations;
 3. To support the engagement of public, private and civil society organisations to allow an inclusive development of regulations;
 4. To engage in planning and implementation of concrete solutions for expanding connectivity;
 5. To provide training in the fields of new technologies, digitisation, public management and government planning;
 6. To participate in mutual knowledge-sharing events and seminars in Brazil;
 7. To improve public management structures and governance;
 8. To strengthen, improve and simplify internal governmental services;
 9. To promote the exchange of best practices, experiences and knowledge on the protection and use of intellectual property rights, as well as on the fight against counterfeiting and piracy;
 10. Other areas decided upon by the Participants;

PARAGRAPH III FORMS OF COOPERATION

The forms of cooperation under this MOU may include the following forms of mutual interests:

1. Share knowledge, skills and lessons learned from the UK in relation to telecommunications and digital access;
2. Share experiences in drafting regulations and policies regarding telecommunications infrastructure and digital solutions developed jointly with the public and private sectors;
3. Provide design and implementation plans to support the establishment of public policies;
4. Provide technical support for managing and implementing strategies;
5. Train facilitators by organising joint training for government officials, as well as participate in development projects;
6. Exchange relevant published articles, academic materials and any other related information;
7. Execute joint research activities; and;
8. Other forms decided upon by the Participants.

PARAGRAPH IV IMPLEMENTATION

Cooperation between the Participants under this Memorandum may be conducted through a three-year cooperation. Detailed provisions related to methods of areas of cooperation decided upon, such as joint working groups and implementation plans, will be set out in a separate implementing arrangement to be concluded between the Participants. Separate implementation arrangements may be concluded between other relevant stakeholders. This may include, where relevant, the engagement of the private sector and business to business cooperation.

PARAGRAPH V IMPLEMENTING AUTHORITIES

The detailed planning and fulfillment of this cooperation will be the responsibility of:

1. Brazil: The National Telecommunications Agency of The Federative Republic of Brazil.
2. The United Kingdom of Great Britain and Northern Ireland: The Embassy of The United Kingdom of Great Britain and Northern Ireland in Brazil.

PARAGRAPH VI WORKING GROUP

1. For the purpose of discussion and implementation of various issues pertaining to this MOU, the Participants are expected to set up a Joint Working Group. The Joint Working Group will elaborate a cooperation plan under this MOU.
2. The Joint Working Group, consisting of the representatives of the Participants, may meet periodically on mutually determined dates by the Participants.

CP
MH

**PARAGRAPH VII
FUNDING**

Participation and engagement may be supported by funds from the British Government Digital Access Program in Brazil.

**PARAGRAPH VIII
PARTICIPATION OF THIRD PARTIES**

When considered essential, the joint working group may invite third parties from scientific institutions, research centers, universities, the private sector or any other entity to assist in the implementation of this MOU.

**PARAGRAPH IX
USE OF ANATEL LOGO**

The use of the National Telecommunications Agency of The Federative Republic of Brazil (Anatel) logo on products resulting from the cooperation of this Memorandum is permitted.

**PARAGRAPH X
AMENDMENT**

This MOU can be amended at any time by joint written consent of the Participants. Any amendments may come into operation on the date decided by the Participants. The amendments will become an integral part of this MOU.

**PARAGRAPH XI
ENTRY INTO OPERATION, DURATION AND TERMINATION**

1. This MOU will come into operation on the date of its signing.
2. This MOU will continue to have effect for a period of three years.
3. All controversies regarding the application or interpretation of this MOU will be settled by direct and amicable negotiations between the Participants.

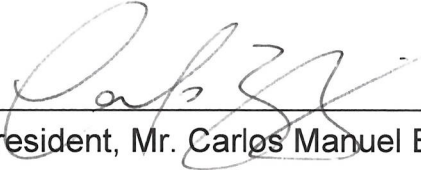
cp
MH

4. Either Participant may terminate this MOU at any time by giving written notification to the other Participant regarding its intention to terminate this MOU with at least ninety (90) days before to the intended date of termination.

IN WITNESS WHERE OF, the representatives of the Participants have signed this MOU.


Signed in two originals, in Brasilia on 11/12/23 , in English and Portuguese, each of these texts being valid. In case of divergence of interpretation, the English text shall prevail over the other language texts.

THE NATIONAL TELECOMMUNICATIONS AGENCY OF THE FEDERATIVE
REPUBLIC OF BRAZIL



President, Mr. Carlos Manuel Baigorri

THE EMBASSY OF THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND IN BRAZIL



Deputy Head of Mission of the United Kingdom to Brazil