

***Program on Cooperation between
the Administrative Council for Economic Defense
of the Federative Republic of Brazil
and the Federal Antimonopoly Service (Russian Federation)
for 2018-2019***

The Administrative Council for Economic Defense (CADE) of the Federative Republic of Brazil on the one part,

and

the Federal Antimonopoly Service (Russian Federation) on the other part, hereinafter referred to as the Parties,

aiming to implement 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 (hereinafter referred to as Agreement on Cooperation), signed on the 12th of December 2001, approve the present Program on Cooperation for 2018-2019 (hereinafter referred to as Program on Cooperation).

1. For the purposes of implementation of the provisions of the Article 4 of the Agreement on Cooperation, the Parties shall provide:

a) Exchange of legislative acts, informational and methodological materials, in accordance with the legislation of their States, including provisions of:

- texts of laws and other legal acts on principal directions of the Parties' activity;
- methodological recommendations on principal directions of the Parties' activity;
- statistic and information data on the Parties' activity.

b) Methodological assistance, exchange of research results and consultations, including:

- methodological assistance at the request of any of the Parties;
- Exchange of experience during the conduction of investigations related to the violations of competition law;
- consultative assistance at the request of any of the Parties;
- provision of available information on the activities of economic entities of one Party's jurisdiction in the territory of the other Party, if such activity may negatively affect competition in the territory of the other Party.

The abovementioned information shall 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.

At the request of one of the Parties, the other Party shall provide information on interpretation of its competition law. The Parties shall use the information only for the purposes stated in the request.

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

Notwithstanding any other provision of the present Program on Cooperation, neither Party is required to communicate information to the other Party if such communication is prohibited by the laws of the Party possessing the information, nor if it is incompatible with that Party's important interests.

Unless otherwise agreed by the Parties, each Party shall fully maintain the confidentiality of any information transferred to it in confidence by the other Party, within the frameworks of the present Program on Cooperation. Each Party

shall prevent the disclosure of such confidential information to third parties, using herewith all measures permitted by the Party's law.

c) Inviting of specialists for participation in training programmes, subject to resource availability, including:

- receipt of specialists of the other Party with the aim of exchanging experience;
- follow the principle that the visiting Party shall cover all costs related to the visit of its experts, including travel costs, accommodation and meals.

d) Holding of bilateral symposia, conferences and seminars, including:

- invitation to representatives of the other Party to participate in symposiums, conferences and seminars on competition policy organized by the Parties in 2018-2019;
- following the principle that the visiting Party shall cover all costs related to the visit of its experts, including travel costs, accommodation and meals.

2. Interaction between the Parties within the present Program on Cooperation shall be conducted in English.

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

4. The present Program on Cooperation shall not be considered as an international treaty and does not create any rights or obligations.

5. The two Parties will apply the provisions of the present Program on Cooperation on a voluntary basis.

6. The present Program on Cooperation will be valid from the date of signature, until 31st December, 2019. Uncompleted activities will be taken into consideration in the preparation of the Program on Cooperation for the next period.

7. Regarding the transparency and the publicity, CADE shall publish in the Brazilian Federal Gazette a summary of the present Program on Cooperation, no later than on the fifth business day of the month following the signature. The Federal Antimonopoly Service may also do the same, by the means it deems most convenient.

Signed in Brasilia on November _____, 2017, in two original copies each in Portuguese, Russian and English. In case of divergence of interpretation of text of the present Program on Cooperation, the English text shall prevail.

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

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