



Memorandum of Understanding between the **Ministry of Mines and Energy of the Federative Republic of Brazil** and the **Department for Business, Energy and Industrial Strategy of the United Kingdom of Great Britain and Northern Ireland** on renewable energies and energy transition.

The **Ministry of Mines and Energy of the Federative Republic of Brazil**, here represented by the **Minister of Mines and Energy, BENTO ALBUQUERQUE**, hereinafter referred to as “**MME**”, and the **Department for Business, Energy and Industrial Strategy of the United Kingdom of Great Britain and Northern Ireland**, here represented by the **Minister for Business, Energy and Clean Growth, KWASI KWARTENG**, hereinafter referred to as “**United Kingdom**”, all of which referred to as “**Participants**”,

**Considering:**

- (i) The Importance of the relationship between Brazil and the United Kingdom of Great Britain and Northern Ireland, and the common interests of the **Participants**;
- (ii) The importance of implementation of effective energy policies for their respective economies, for the security and well-being of their peoples;
- (iii) The mutual interest in strengthening collaboration between Brazil and the United Kingdom in the energy sector;
- (iv) The need for collaboration to promote the development of the energy sector through responsible and sustainable best practices;
- (v) The desire to establish a strategic collaboration for clean growth and energy transition;
- (vi) The United Kingdom’s role as co-president and host of COP26;
- (vii) Brazil’s role as founding member of the Biofuture Platform and host of the 2020 Biofuture Summit.



**DECIDE** to sign the present **MEMORANDUM OF UNDERSTANDING (“MOU”)**, by means of the following provisions:

#### **PARAGRAPH I – OBJECTIVE**

According to the principles of mutual benefit and common progress and in light of the ongoing cooperation both **Participants** will strengthen communication and exchange, with a view to consolidate and intensify bilateral cooperation in renewable energies and energy transition.

#### **PARAGRAPH II – AREAS OF COOPERATION**

In order to achieve these objectives, areas of cooperation may include, but are not limited to, the following:

- a) Clean Technologies: Strengthening the development, generation and use of clean energy, e.g. biofuels, biogas, solar, offshore wind and nuclear energy, and incentivising enabling technology solutions e.g. smart grids and renewable energy integration technologies
- b) Efficient markets: Strengthening regulatory frameworks in favour of more efficient, in energy and environment terms, and competitive markets;
- c) Oil and Gas: Contribute to the decarbonisation of the oil and gas sector, with a view to reduce the emissions of carbon and environmental impact, by using, e.g. public policies that encourage the assessment of emissions in the lifecycle in order to properly measure them and harnessing of low carbon technologies such as carbon capture and storage (CCS), wind, solar, hydrogen (blue/green) and biogas;
- d) Investment: Promote opportunities and accelerate investment in renewable and low carbon energies;



- e) International Fora: Promote active participation in international fora, eg, COP 26, G20, Biofuture Summit, Clean Energy Ministerial (CEM), International Renewable Energy Agency (IRENA), Mission Innovation;
- f) Other areas of interest to be decided upon by the **Participants**.

### PARAGRAPH III – COOPERATION ACTIVITIES

Cooperation under this MoU may take the following form:

- a) Exchange of information;
- b) Technical assistance to develop capacity and knowledge in areas of long-term energy planning and assessment of environmental impact;
- c) Sharing of international best practice and of business models in the energy sector, including the regulation and the liberalisation, as deemed appropriate, of the energy markets to improve energy and environmental efficiency and market competition;
- d) Technical visits, case studies, seminars, research, projects and technical assistance to exchange information and address the challenges and barriers on transition to a low carbon economy;
- e) Development of the capacity to measure, evaluate and track investment flows to energy research and development, in particular clean energies;
- f) Missions, seminars and other activities to incentivise and attract foreign investment in clean energy and decarbonisation, led by the Department of International Trade (DIT);
- g) Pilot-projects for new technologies, and incentives to R&D and innovation in clean energies, catalysing private sector investment in energy production and use from a wider range of renewable sources;
- h) Delivery of events focusing on innovative frameworks of financing and policy incentive schemes supporting low carbon energy generation;



The UK Prosperity Fund Energy Programme and other relevant initiatives may support the delivery of the above-mentioned activities.

#### **PARAGRAPH IV – COORDINATION**

The activities foreseen under this MOU will be coordinated by representatives designated by the **Participants**, who will meet every six months on mutually convenient dates and venue.

The representatives should review and evaluate the work developed in accordance with the biannual work plan approved by the **Participants** in writing, which should encompass projects and activities related to areas of cooperation under Paragraph II, ensuring its alignment to the strategic priorities of both countries in the energy sector.

The **Participants** accept to cooperate in the design, planning, and execution of future bilateral programmes that may result from this MOU.

#### **PARAGRAPH V – INFORMATION PROTECTION**

In conformity to respective national legislations and international treaties valid in both countries, the Participants will adopt adequate measures to protect intellectual property rights involved in the implementation of the present Memorandum of Understanding.

The specific projects, contracts and workplans will also determine information confidentiality provisions whose revelation or disclosure might put in risk the acquisition, maintenance or commercial exploration of intellectual property benefits over possible products and/or processes obtained or utilised under the present Memorandum of Understanding.



#### **PARAGRAPH VI - FINANCIAL RESOURCES AND NON-BINDING**

This MOU will not lead to the transfer of public financial or material resources between the **Participants**. It is recognized as a statement of good faith intent and mutual understanding. It does not create rights or preferences nor generate legally binding obligations, financial or otherwise, on the two **Participants**.

This Memorandum will not confer any legal rights or obligations on third parties.

#### **PARAGRAPH VII – LAW**

The cooperation activities under this Memorandum will be based on mutual, fair and reciprocal benefit, and in conformity with respective national legislations and international agreements valid in the two countries.

#### **PARAGRAPH VIII – MODIFICATION AND TERMINATION**

The MoU may be modified or amended by request of any of the **Participants**, upon written consent by both of them, by means of exchange of diplomatic Notes. Modifications and amendments will be part of this Memorandum of Understanding.

Either Participant may, at any moment, terminate this MoU by written notice to the other **Participant**, ninety (90) days before the expected termination day.

Termination of this MoU will not affect the completion of cooperation activities initiated while it was valid, unless otherwise decided, jointly and in writing, by the **Participants**.



#### **PARAGRAPH IX - DISPUTE SETTLEMENT**

Any disputes relative to the interpretation or implementation of the present Memorandum will be amicably resolved by means of consultations and negotiation between the **Participants**.

#### **PARAGRAPH X - COMMUNICATION**

Communications between the **Participants** will be addressed to the following addresses:

##### **MINISTÉRIO DE MINAS E ENERGIA**

Esplanada dos Ministérios, Bloco U, 9 andar, sala  
70.065-900 Brasília-DF.

E-mail: [internacional@mme.gov.br](mailto:internacional@mme.gov.br)

[info.london@itamaraty.gov.br](mailto:info.london@itamaraty.gov.br)

##### **EMBAIXADA DO REINO UNIDO NO BRASIL**

SES Quadra 801, Conjunto K, Lote 08, 70408-900 Brasília  
– DF.

E-mail: [brasilia.executiveoffice@fcdo.gov.uk](mailto:brasilia.executiveoffice@fcdo.gov.uk)

#### **PARAGRAPH XI – VALIDITY AND DURATION**

This MOU comes into operation on the date of signature and is valid for three (3) years, which may be extended for equal periods of three years, upon written approval of the **Participants**.



For accepting the provisions above, both **Participants** sign this present Memorandum, in 2 (two) copies, written in English and in Portuguese languages, both texts being equally valid.

**SIGNED IN BRASILIA AND LONDON, ON 15 OF DECEMBER 2020**

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**BENTO DE ALBUQUERQUE**  
**MINISTER OF MINES AND ENERGY**

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**KWASI KWARTENG**  
**MINISTER FOR BUSINESS,**  
**ENERGY AND CLEAN GROWTH**