

**MEMORANDUM OF UNDERSTANDING**  
**ON COOPERATION AND SETTING UP AN ALLIANCE**  
**IN THE FIELD OF ARTIFICIAL INTELLIGENCE**  
**IN SUPPORT OF BUSINESS COLLABORATION AMONG BRICS COUNTRIES**

06 December, 2024

Russian Direct Investment Fund and Self-regulatory organization Association «National Agency of Welding Control», Russian Federation

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(Organization name, Country)

hereinafter jointly referred to as the “**Parties**” and separately as a “**Party**”)

**CONSIDERING** their close economic relations;

**EXPRESSING** the wish to develop and strengthen cooperation in the field of artificial intelligence (AI) technologies and to set up an alliance in the field of AI (“**Alliance**”);

**NOTING** the increasing significance of AI for developing businesses within and among BRICS countries;

**RECOGNIZING** that cooperation between the Parties will contribute to improvement and strengthening of their effectiveness;

**BASED** on the principles of mutual trust and respect;

**HEREBY** have made this Memorandum of Understanding (“**Memorandum**”) as follows:

**1. Objectives of the Memorandum.** This Memorandum objectives are to:

- a) Accelerate the development and deployment of AI technologies in BRICS countries through collective development of their competences in the field of AI to enhance sustainable long-term prosperity, social and economic development, and national security;
- b) Expand opportunities for practical application of AI technologies by large companies and SMEs in the operations with growing economic impact;
- c) Manage and enhance the impact of AI in the area of finance and financial institutions, explore the impact AI has and potentially may have on financial institutions;
- d) Consolidate efforts to create technological components promoting development of AI solutions;
- e) Support creation and development of a dynamic AI market, as well as AI based products and services;

- f) Consolidate and coordinate the Parties' joint efforts aimed at strengthening the competitiveness of BRICS countries in global AI technology markets;
- g) Coordinate the activities performed by business communities and scientific organizations that support national AI strategies;
- h) Develop in BRICS countries a community of professionals and entities involved in the creation and implementation of AI technologies.

**2. Alliance.** The Parties set up an Alliance in the field of artificial intelligence, which unites its members on equal terms, with the activities being aimed at achievement of goals set forth in article 1 hereof.

**2.1.** The Alliance name in English is "**AI BRICS Alliance.**"

**3. Legal status.** The Alliance is not a legal entity, does not have any property, does not acquire any rights and obligations on its own behalf, and neither Party shall be in any way liable for the obligations of other Parties in relation to the Alliance activities. If they consider it to be necessary, the Parties may, but shall not be obliged to decide upon the establishment of a legal entity to implement all or certain functions of the Alliance.

**4. Alliance Functions.** The main functions of the Alliance shall be aimed at achieving the goals of the Alliance establishment and comprise cooperation of the Parties, including, but not limited to, in the following areas:

**Priority areas of cooperation.**

**4.1.** Assistance in creation of comfortable regulatory environment required to develop and implement AI technologies in BRICS countries, develop ethical initiatives and a humanitarian approach to the legal regulation of AI;

**4.2.** Collaborating and sharing experience with enhancing technological development in BRICS countries in the field of AI technologies;

**4.3.** Joint representation for positions where there is common interest of BRICS countries in international forums on global AI governance;

**4.4.** Popularization of AI technologies, highlighting their advantages and risks associated with their development;

**4.4.** Joint implementation of educational projects to develop HR potential of BRICS countries required for creation and deployment of artificial intelligence technologies, as well as development and coordination of educational programs of the Parties.

**4.5.** Coordinating efforts by businesses, governments and higher education institutions in the developing and implementing educational standards and programs for training specialists in the field of AI.

4.6. Reviewing existing and discussing new measures to foster state support to accelerate AI development in BRICS countries, implementing active forms of participation in the AI technology sector by development institutions and sovereign wealth funds.

4.7. Promotion of investments in the development of artificial intelligence technologies in BRICS countries.

4.8. Holding international events (conferences, forums, exhibitions, etc.) on artificial intelligence;

**Other cooperation areas**

4.9. Discussing, analysing and implementing the best practices and case studies of Smart Cities;

4.10. Sharing the best hardware and technical solutions that companies from BRICS countries could offer;

4.11. Exchanging experience in developing computer programs for information processing systems, and software documents for corporate end users and the general public (the practice of using AI when making decisions about citizens, especially in the areas of social services, finance, and the banking sector);

4.12. Implementing AI know-how in the real sector of the national economy in BRICS countries (technology cooperation and joint ventures);

4.13. Organization and holding of scientific and analytical researches and studies in the field of artificial intelligence;

4.14. Implementing financial applications for AI, including the strategic transformation of financial services to adapt them to the particular needs and circumstances experienced by customers, businesses, and governments and as an element of a national global competitiveness strategy;

4.15. Informational coverage of the Alliance's and Parties' activities in the field of artificial intelligence development;

4.16. Analysis of industry specific problems related to the implementation of AI technologies, discussion of possible solutions;

4.17. Assistance in creating infrastructure necessary to set up, test, implement and use AI technologies across all economic sectors in BRICS countries.

4.18. Development of the AI business community in BRICS countries, including through development of open AI standards;

**4.19.** Cooperation in the field of AI scientific and research projects, including consolidation of demand for scientific and research projects, creation of research fields to test practical application of AI technologies.

**5. Online platform.** To implement the main cooperation areas the Parties may create an online platform of the Alliance (Internet website) comprising basic information about the Alliance, its activities, information about current projects and programs, as well as other information that the Parties will deem necessary.

**6. Funding and resources.** The Parties shall take all actual and legal actions required for the purpose hereof as part of the agreements reached by the Parties, at their own expense as per the general rule;

**6.1.** If the Parties decide on actions involving joint financing from the Alliance members, the procedure and terms of such financing shall be determined by a separate agreement of the Parties or otherwise (including establishment of independent non-profit entity, funds, associations, other commercial or non-commercial entities; targeted funding of certain projects without establishment of a legal entity, creation of the Alliance online platform, etc.).

**7. Alliance management.** The Alliance management shall be based on equality and compliance with the rights and interests of each Alliance member. The Parties shall strive to ensure that all decisions of the Alliance (in the areas provided by article 4 and others) as per the general rule are taken unanimously (one vote for each Party) and should this be impossible - by a majority of votes. In the event the Parties fail to have the majority of votes to make a specific decision, the Alliance decision shall not be considered adopted.

**8. Working groups.** For the implementation of certain Alliance initiatives, the Parties may agree to establish working groups and (or) expert councils engaging third parties. Activities of either a working group or an expert council shall be arranged by the team leader appointed by the Parties at the meeting of Alliance members.

**8.1.** Each Party undertakes to delegate its representatives as per the working group focus to participate in its work, including participation in its in-person and correspondence discussions and operational activities. The Party's representatives in the working groups shall represent the Party's position on the respective issues considered by the working group.

**9. Government bodies' involvement.** The Parties shall seek to promptly agree implementation of the Alliance initiatives with public and municipal authorities of BRICS countries, for which purpose the government officials may be invited to the Alliance meeting, as well as to participate in working groups and (or) expert councils of the Alliance.

**10. Compliance.** The Parties hereto assume that fulfilment of the terms hereof does not result in violation of the laws of any of BRICS countries. Should any signs of violation of the effective legislation be detected, the Parties hereby undertake to negotiate in order to prevent possible violations and, if required, amend this Memorandum and its implementation plan.

**11. Enforceability.** This Memorandum is a statement of intent and does not itself create any legal or financial obligations, except for the obligations to agree a public position (article 11), confidentiality obligations (article 15) and the terms of article 13.4 of the Memorandum, which are legally binding. This Memorandum is not and shall not be construed as an international treaty, preliminary agreement, an agreement on the procedure for negotiations, a partnership or joint venture agreement, as well as an offer and does not create (and is not intended by the Parties to create) any legal and financial obligations for any Party, but reflects the intentions of the Parties and may not serve as a basis for bringing either Party to any liability, or indemnity obligation, including for lost profit.

11.1. This Memorandum is not intended to create any restrictions for third parties and (or) any preferences for the Parties, including in connection with the information sharing between the Parties.

11.2 This Memorandum shall not restrict any Party in cooperation with other partners, countries and businesses, including on the matters set forth herein.

11.3. Each Party may withdraw from negotiations in connection with the cooperation areas under the Memorandum at its discretion and at any time by immediate written notice to the other Parties, and such withdrawal from the negotiations shall not be considered made by a relevant Party in bad faith.

11.4. As applicable hereto, neither Party shall be burdened by either obligations or debts of the other Party or Parties. Neither Party hereof may act on behalf of the other Party, refer to the authorities and (or) authorizations of the other Party and conduct transactions binding the other Party without prior written consent of the other Party.

**12. Restrictions.** This Memorandum does not restrict the Parties' rights to participate in agreements with other partners and is not intended to restrict competition in any way. No provisions hereof may restrict the independent activities of either Party, including on the matters being the subject matter hereof.

**13. Confidentiality.** The Party shall not be required to communicate information to any of the other Parties if the communication of such information is prohibited by the domestic law of the Party possessing the information or if such communication would be incompatible with the interests of that Party.

13.1. Insofar as confidential information is communicated to the Party, the recipient Party shall maintain the confidentiality of any such information communicated to it in confidence.

13.2. Nothing contained in this Memorandum shall require any Party to take any action or to refrain from taking any action, in a manner inconsistent with its domestic laws, nor will it require any change in such laws.

**14. Amendments and supplements.** All amendments and supplements hereto shall be executed in writing.

**15. Effective term.** This Memorandum shall take effect on the date of signing hereof and shall be valid for an indefinite period. The Party may terminate its involvement in this Memorandum by giving two (2) months written notice in advance to the other Parties of its intention to terminate its involvement in this Memorandum. Obligations of the withdrawing Party under any agreements made in pursuance hereof shall remain in force for the period and on the terms set forth therein.

**16. Dispute settlement.** Any dispute between the Parties arising out of the interpretation, application or implementation of this Memorandum shall be settled amicably through consultation or negotiation between the Parties.

**17. Counterparts.** This Memorandum was signed in two counterparts, which are fully identical and shall have equal legal power.

**Signatures of the Parties**

**Organization**

**Self-regulatory organization Association  
«National Agency of Welding Control»**

**Russian Federation**

Name

Country

**Authorized representative**

**Prilutskii Andrei**

Full name



*[Handwritten signature]*

Signature