

No. 20634

**BRAZIL
and
COLOMBIA**

**Agreement in the field of electricity supplementary to the
Basic Agreement on technical co-operation. Signed at
Brasília on 2 September 1981**

Authentic texts: Portuguese and Spanish.

Registered by Brazil on 14 December 1981.

**BRÉSIL
et
COLOMBIE**

**Accord complémentaire à l'Accord de base relatif à la
coopération technique. Signé à Brasília le 2 septembre
1981**

Textes authentiques : portugais et espagnol.

Enregistré par le Brésil le 14 décembre 1981.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ IN THE FIELD OF ELECTRICITY SUPPLEMENTARY
TO THE BASIC AGREEMENT ON TECHNICAL CO-OPERATION
BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC
OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC
OF COLOMBIA²

The Government of the Federative Republic of Brazil and
The Government of the Republic of Colombia,

In accordance with the provisions contained in articles I and III of the Basic Agreement on technical co-operation, concluded between the two Governments on 13 December 1972,² and in pursuance of same;

Aware of the importance of technical and scientific co-operation in the field of electricity for their economic and social development;

Desirous of continuing such co-operation and of broadening the scope and effectiveness of exchanges in that sector,

Have agreed as follows:

Article I. The Contracting Parties designate, respectively, as executing entities for this Agreement, the Brazilian Electric Power Corporation (ELETROBRÁS) and the Colombian Electric Energy Institute (ICEL).

Article II. The co-operation shall comprise technical consultations in all sectors of electric energy, such as production, transmission and distribution, and studies for research, planning, construction and operation of installations and general administration.

The executing entities shall not be obliged to co-operate in matters covered by commercial or industrial secrets or other matters which are not within their exclusive competence.

Article III. The co-operation may assume, without being limited to them, any of the following forms:

- (a) Exchange of verbal and written information and documents;
- (b) Study tours for technical specialists of both executing entities or visits in order to obtain information;
- (c) Sending of technicians or delegations of technical specialists for missions agreed to beforehand by the executing entities;
- (d) Training of staff in existing or special programmes;
- (e) Study of problems of organization and management in their administrative, commercial, financial and economic aspects and questions of staff training and management;
- (f) Studies of technical problems, planning and operation of new installations and services and for the improvement of the utilization of existing installations.

¹ Came into force on 2 September 1981 by signature, in accordance with article IX.

² United Nations, *Treaty Series*, vol. 957, p. 195.

Article IV. The co-operation shall be governed by the following conditions:

- (a) Documentation shall be sent after a simple request by one of the executing entities and without any charge in cases of routine information. Where the preparation of the documentation requested entails expenses, it shall be sent only after the requesting executing entity has indicated its agreement with the amount of said expenses.
- (b) Expenses for study tours and training courses, including lodging, shall be borne by the requesting executing entity.
- (c) All expenses related to the sending of missions of technical specialists, including those for special training programmes, shall, in principle, be borne by the requesting executing entity. Expenses resulting from the participation of technical specialists in specific programmes shall be the subject of prior approval by the executing agency concerned.
- (d) The studies mentioned in subparagraphs (e) and (f) of article III, in each case and where necessary, shall be requested and paid for by the executing entity concerned, in the form mutually agreed on in each specific case.
- (e) In order to accelerate the exchange of information, the executing entities shall transmit to each other data on the co-operation programmes which each one wishes to develop.
- (f) In cases of training programmes and visits, the requesting executing entity shall give notice to the other at least 1 (one) month prior to the date of the start of the training programmes or visits.
- (g) In certain cases, in order to make the co-operation flexible, more direct and immediate, the executing entities may delegate to subsidiary and associated bodies the implementation of the activities set forth in this Agreement.

Article V. The assignment of technicians or specialists, when requested by one of the executing entities from the other, shall be made, in principle, under the following conditions:

- (a) Availability of qualified staff among the technicians and specialists on the staffing tables of the executing entity receiving the request or on the staffing tables of any of the enterprises controlled by or affiliated to it.
- (b) The assignment shall be made for specific periods, in principle no more than 2 (two) years, and may be extended by mutual agreement.
- (c) The specialists temporarily assigned shall be regarded as being on a mission of interest to the entity sending them.
- (d) During the assignment period, the executing entity concerned shall pay the aid specialists for their services, such payment being agreed to between the enterprise and the technicians assigned.

Article VI. In cases where one executing entity requests the other to prepare special studies, outside of existing routines in any of the executing entities, the calculation of the amount to be reimbursed by the entity concerned shall be based only on the direct cost of the staff involved and, where necessary, on the cost of the use of special equipment such as computers and the like.

Article VII. The executing entities shall designate, respectively, a representative and an alternate who, for the purposes of this Agreement, shall co-ordinate the measures necessary for its implementation.

Article VIII. The Party receiving technicians and specialists from the other Party, shall extend to them the same facilities as those set forth in article VII of the Basic Agreement on technical co-operation of 1972 and in the domestic regulations in force in each country for this type of programme.

Article IX. This Supplementary Agreement shall enter into force on the date of its signature, shall have a duration of 3 (three) years, and shall be extended automatically for equal and successive periods, unless one of the Parties communicates, in writing, to the other its decision to terminate it, at least 3 (three) months prior to the date of its expiration.

DONE in Brasília, on 2 September 1981, in two copies, in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[Signed]

RAMIRO SARAIVA GUERREIRO

For the Government
of the Republic of Colombia:

[Signed]

CARLOS LEMOS SIMMONDS
