

No. 25907

**BRAZIL
and
COLOMBIA**

Agreement on cooperation in the development of mineral resources in the border area, supplementary to the Agreement on Co-operation in the Amazon Region. Signed at Bogotá on 9 February 1988

Authentic texts: Portuguese and Spanish.

Registered by Brazil on 29 April 1988.

**BRÉSIL
et
COLOMBIE**

Accord de coopération pour le développement des ressources minières dans la région frontalière, complémentaire à l'Accord de coopération en Amazonie. Signé à Bogotá le 9 février 1988

Textes authentiques : portugais et espagnol.

Enregistré par le Brésil le 29 avril 1988.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON COOPERATION IN THE DEVELOPMENT OF MINERAL RESOURCES IN THE BORDER AREA, SUPPLEMENTARY TO THE AGREEMENT ON CO-OPERATION IN THE AMAZON REGION² BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

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

(Hereinafter referred to as “the Contracting Parties”),

Bearing in mind the provisions of articles I, IV and X (b) and (c) of the Agreement on Co-operation in the Amazon Region, signed by the two Governments on 12 March 1981,²

Recognizing the importance of cooperation between Brazil and Colombia in the development and exploration of the mineral resources of their border region, and

Desiring to increase cooperation in that area;

Have agreed as follows:

Article I

For the purposes of this Agreement, the following definitions shall apply:

(a) Executing agencies: the State or State-controlled agencies of each country designated by the Parties for the execution of this Agreement;

(b) CPRM: Companhia de Pesquisa de Recursos Minerais of Brazil, or its legal substitute;

(c) DNPM: Departamento Nacional de Produção Mineral of the Ministry of Mines and Energy of Brazil, or its legal substitute;

(d) PETROBRÁS: Petróleo Brasileiro S.A. of Brazil, or its legal substitute;

(e) ECOPETROL: Empresa Colombiana de Petróleos of Colombia, or its legal substitute;

(f) INGEOMINAS: Instituto Nacional de Investigaciones Geológico-Mineras of Colombia, or its legal substitute;

(g) ECOMINAS: Empresa Colombiana de Minas of Colombia, or its legal substitute.

¹ Came into force on 9 February 1988 by signature, in accordance with article VII.

² United Nations, *Treaty Series*, vol. 1427, p. 255.

Article II

The Contracting Parties, in accordance with the treaties and other international agreements in force, agree to promote economic and business cooperation between their executing agencies, through a broad exchange of technical information on mining activities and geological resources in the border region or of mutual interest.

The Parties may establish working groups to pursue joint efforts to obtain and interpret technical information.

Article III

Bearing in mind the provisions of article IV of the Agreement on Co-operation in the Amazon Region, the necessary measures shall be agreed for the use by either Party of the road, river and airport infrastructure of the other Party and for the possible construction of common infrastructures.

Article IV

For the purpose of encouraging cooperation in mining between the two countries, CPRM, for Brazil, and ECOPEPETROL, INGEOMINAS and ECOMINAS, for Colombia, or the State agencies designated by the Parties, may enter into agreements on business cooperation for specific projects in the areas of exploration, prospecting and mining development.

Article V

In order to promote the broad exchange of information provided for in article II of this Agreement and to study the possibilities of conducting joint aerial geophysical surveys in the border region, CPRM, DNPM and PETROBRÁS, for Brazil, and ECOPEPETROL, INGEOMINAS and ECOMINAS, for Colombia, or the State agencies designated by the Parties, shall sign arrangements supplementing this Agreement, defining their responsibilities and obligations.

Article VI

1. Information obtained in joint efforts carried out under this Agreement shall not be disclosed to third parties without prior written agreement of the Parties, even after the Agreement has expired with the exception of geological, geophysical, geochemical and other information concerning a Party's own territory, which may be disclosed and used by that Party without restriction.

2. Similarly, neither Party may disclose to third parties information provided by the other Party without the written consent of the Party that provided the information.

Article VII

This Supplementary Agreement shall enter into force on the date of its signature, shall remain in force for three (3) years and shall be renewed automatically for equal, successive periods unless one of the Contracting Parties notifies the other in writing, at least three (3) months prior to the date of expiry of its decision, not to renew.

DONE at Bogotá on 9 February 1988, in two original copies in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government
of the Federative Republic
of Brazil:

[*Signed*]

AURELIANO CHAVES DE MENDONÇA

For the Government
of the Republic of Colombia:

[*Signed*]

GUILLERMO PERRY RUBIO