

Framework Agreement for Cooperation between the Amazon Cooperation Treaty Organization (ACTO) and the Intergovernmental Coordinating Committee of the La Plata Basin Countries (CIC-Plata)

WHEREAS

The Intergovernmental Coordinating Committee of the La Plata Basin Countries (hereinafter CIC-Plata) aims to strengthen the institutionalization of the La Plata Basin system, to join efforts with the purpose of promoting **the harmonious development** and the physical integration of the Basin and its direct areas of influence, and promote multinational actions aimed at the integrated development of the La Plata Basin.

Through the La Plata Basin Treaty, the CIC-Plata has been consolidated as the permanent organ of the Basin, responsible for promoting, coordinating, and following the progress of multinational efforts to ensure the integrated development of the La Plata Basin.

That the Amazon Cooperation Treaty (ACT) was signed on July 3, 1978, by the Republics of Bolivia, Brazil, Colombia, Ecuador, Guyana, Peru, Suriname, and Venezuela, with the aim of undertaking joint actions and efforts meant to promote the harmonious development in the Amazon Region in such a way that these joint actions produce equitable and mutually beneficial results and achieve also the preservation of the environment, and the conservation and rational utilization of the natural resources of those territories.

On December 13, 2002, the Amazon Cooperation Treaty Organization (hereinafter ACTO) and its Permanent Secretariat based in Brasilia were established to promote the sustainable development of the Amazon within the framework of a process of cooperation, coordination, and joint actions of its Member Countries.

The La Plata Basin and the Amazon Basin are the largest basins in the world having hydroclimatic interdependence.

The CIC-Plata and ACTO ("the Parties") have been developing actions aimed at promoting the sustainable development of their respective Basins and the countries that compose them, within the framework of the 2030 Agenda for sustainable development and its specific mandates.

THEY AGREE

The Parties have agreed this Framework Agreement for Cooperation hereinafter referred to as the "Agreement".

1. Article 1: Objectives and scope

This Agreement will establish a cooperation frame to facilitate and strengthen collaboration between the Parties in areas of common interest contributing to strengthen their institutional processes and technical capacities for the promotion of the harmonious development of their respective Basins.


2. Article 2: Areas of mutual interest and collaboration

Areas of mutual interest and potential collaboration include:

- A. *Exchange experiences and lessons learned on the development and implementation of Strategic Action Programs (SAPs) for water resources:* in order to deepen the skills of each of the Parties in the implementation, monitoring and updating of the SAPs in the Basin of the Amazon River and La Plata River.
- B. *Exchange of knowledge, training and technical assistance based on the experiences and skills acquired and generated in each Basin organization:* the CIC-Plata has created a solid base for the management of the La Plata Basin, and the ACTO has undergone a similar process in the Amazon Basin under the premises of sustainable development.
- C. *Conduct studies and actions to deepen understanding of the hydroclimatic interdependence between both basins:* The actions must be linked and articulated with their national authorities, research centers and professionals, and universities contributing to the establishment of joint spaces for technical dialogue on both basins along with their hydroclimatic relationship.
- D. Other areas that the Member States establish by mutual agreement between the parties.

3. Article 3: Modalities of cooperation and responsibilities of the Parties

3.1. Subject to the applicable internal rules and procedures of each Party, cooperation in areas of mutual interest will include the following working modalities with the respective responsibilities for each one:

- 
- *Seminars, events and working meetings on topics of common interest:* the Parties will reciprocally invite their representatives and technicians to the meetings on topics of common interest. The results will be articulated in their respective institutions according to their internal dynamics. The ACTO and CIC-Plata will participate in these events through their executives and technical staff, as appropriate.
 - *Exchange of experiences and acquired and generated expertise in each Basin organization:* the Parties will coordinate face-to-face and virtual meetings and will participate in the exchange of experiences and expertise, according to a specific schedule.
 - *Joint studies and research:* the Parties will jointly prepare studies, applied research, and other activities on issues of common interest and under the priorities of this Agreement.

3.2 The Parties will develop an Action Plan for the implementation of this Agreement, in which specific aspects of cooperation will be outlined. The Plan will be jointly reviewed and updated periodically in meetings between the Parties. Modifications to the said document will be mutually agreed, through the exchange of letters between the Parties.

4. Article 4: Financial resources

The activities under this Agreement and the respective responsibilities of the Parties will be subject to the availability of their financial resources and the joint search for financing sources for their execution.

This Agreement does not imply the allocation of financial and other resources from the Parties.

5. Article 5: Data management and intellectual property rights

5.1 All intellectual property rights (including copyrights) of materials produced under this Agreement, such as information, software, and designs, will be shared by the Parties, including the right of use, publication, translation, or distribution, private or public, of any article or part thereof for non-commercial purposes, and will be subject to the written consent of both Parties. Due recognition will be given to those who have contributed to the preparation of these materials.

5.2 Regardless of proprietary rights, organizations should promote open data strategies, as well as share the materials developed with States Parties and disseminate the results of studies and research among experts and scientific communities.

6. Article 6: Use of logos

The Parties agree not to use any of the other Party's names and logos in any press release, memorandum, report, or other published disclosure related to this Agreement without the prior written consent of the other Party.

7. Article 7: Confidentiality

Neither of the Parties nor their personnel will provide any person or entity with the confidential information coming to their knowledge by reason of the implementation of this Agreement, nor will they use this information for private benefit or that of the entity.

This provision will continue after the expiration or termination of this Agreement.

8. Article 8: Notifications and correspondence

For all correspondence related to the implementation of this Agreement, including notifications made pursuant to it, the address of any of the Parties is considered the legal address, and will be sent to:

Intergovernmental Coordinating Committee of the La Plata Basin Countries

Address: Paraguay 755, C1057AAI CABA, Buenos Aires, Argentina

Telephone: +54 11 4312- 2272

Amazon Cooperation Treaty Organization

SEPN 510, Bloco A, 3º andar – Asa Norte – Brasília-DF, Brasil, CEP: 70.750-521.

The Parties, by written notification to the other Party, will designate additional or different persons as contact persons for the execution of this agreement.

9. Article 9: Dispute resolution

Any dispute between the Parties regarding the interpretation and execution of this Agreement or any document or agreement related thereto will be solved by negotiation between them.

10. Article 10: Privilege and immunities

No component of this Agreement or in any Annex or document or agreement related thereto, shall be construed as a waiver of the privileges or immunities of CIC-Plata or ACTO, or as the granting of privileges and immunities from one Part to the other Part or its staff.

11. Article 11: Applicable regulations

This Agreement, and any document or agreement related to it, shall be governed by public international law and by the regulations of the Parties in force and applicable to this Agreement.

12. Article 12: Duration of the Framework Agreement for Cooperation and entry into force

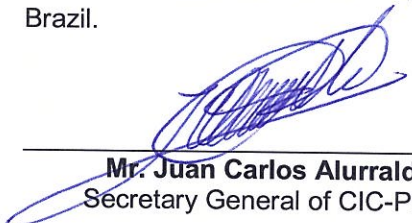
This Agreement is valid for five (5) years and will enter into force on the date of signature by both "Parties". In the event that the signature is made on different dates, the Agreement will enter into force from the date of the last signature. The Agreement may be extended beyond the defined period by mutual written agreement between the Parties, after a joint evaluation of the results and impact of their collaboration.

13. Article 13: Amendments and early termination

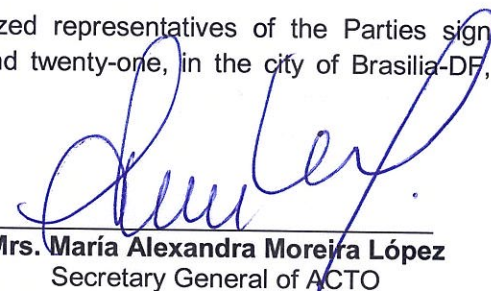
13.1 This Agreement may be modified by mutual agreement in writing between the Parties.

13.2 Either Party may terminate this Agreement by notifying the other Party in writing within three months. When this is the case, the parties may agree on the necessary measures for the orderly conclusion of ongoing activities and in consideration of ongoing obligations to third parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties sign below, on December thirteenth, two thousand twenty-one, in the city of Brasilia-DF, Brazil.



Mr. Juan Carlos Alurralde
Secretary General of CIC-Plata



Mrs. María Alexandra Moreira López
Secretary General of ACTO