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**ANP RESOLUTION No. 11, DATED 2.17.2011 – FEDERAL OFFICIAL  
GAZETTE 2.18.2011**

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The DIRECTOR-GENERAL of the BRAZILIAN NATIONAL AGENCY OF OIL, NATURAL GAS AND BIOFUELS - ANP, in the exercise of the powers vested in him by law and in view of dispositions of Law No. 9478, dated August 06, 1997, particularly in its articles 8, items II, III, VII, and XI, and 22, and the Board Resolution No. 160, dated February 16, 2011, and

Considering the data and information about the Brazilian sedimentary basins are integral part of the national oil resources and, therefore, are public and federal assets;

Considering the ANP is in charge of regulating the activities for acquisition of data regarding the exploitation and production of oil and natural gas;

Considering the acquisition of data is indispensable activity to the oil and natural gas industry and that it is of interest of ANP it is acquired, in the Brazilian sedimentary basins, increasing quantity of data;

Considering the need to improve control mechanisms and to establish minimum requisites for the exercise of the activity for acquisition of data;

Considering the data acquisition activity can be developed by Concessionaires, Data Acquisition Companies, academic institutions, or yet, by the ANP itself, and,

Considering that the data acquisitions accomplished by academic institutions, in function of the diffusion of knowledge and formation of human resources for the oil and natural gas industry, should be encouraged;

Resolves:

**Art. 1** The present Resolution establishes the requisites necessary for the habilitation and authorization of companies and academic institutions for the exercise of the activity for acquisition of exploration data, production and development of oil and natural gas in the Brazilian sedimentary basins and its regulation.

**Art. 2** To the purposes of this Resolution, the following definitions are established:

I - Data: Any qualitative or quantitative records, obtained by means of observation or measurement of properties, samples, wells, areas or sections in surface or sub-surface of the sedimentary basins or its basis;

II - Seismic Geophysical Data: Data obtained with the utilization of geophysical methods for seismic waves reflection and/or seismic waves refraction;

III – Non-Seismic Geophysical Data: Data obtained with the utilization of geophysical methods different from refraction and reflection of seismic waves, such as, but not limited to these: gravimetric, magnetometric, electromagnetic methods;

IV – Wells Data: Any records of geological and/or geophysical data acquired in a well, such as, but not limited to these: geological and/or geophysical logging, channel samples, rocks or flow core samples, vertical seismic profiles;

V - Metadata or Cultural Data: Any records regarding the acquisitions of data that serve to describe or identify them, such as, but not restricted to these: maps, reports, documents;

VI - Data acquisition: Operation intended to the collection of data, accomplished by means of methods, procedures and technologies properly owned or of third party;

VII - Concessionaire: Company that entered into a concession contract with ANP for exploitation and production of oil or natural gas;

VIII - Information: Results of the understanding of the inter-relation among data or between data and other information. The conversion of data into information can be made with or without the aid of techniques and specific tools;

IX - Data Acquisition Company - EAD: Company specialized in acquisition, processing, interpretation and sale of data, which exclusively refer to the exploitation and production of oil and natural gas;

X - Data Acquisition Technologies: Techniques, know-how and methods used in the acquisition of data;

XI - Processing: Treatment applied to data so as to minimize and/or correct any undesirable distortions and events provoked by the data acquisition process and later application of techniques and procedures aiming at the obtainment of surface and subsurface information;

XII - Reprocessing: New treatment of data acquired, accomplished by means of new or differentiated procedures with regard to the procedures previously used in the processing of such data;

XIII – Company Holder of the Rights to Access Data: Company that during the confidentiality period, exercises rights to access data;

XIV - Equipment: Set of devices and apparatus intended to acquisition of data, including the platforms in which they are mounted, such as ship, probes, planes, helicopters and others;

XV - Academic Institution: Universities, research, teaching and extension institutes, and other organizations, acting in the science and technology areas linked to the oil and natural gas sector;

XVI - Interpretation: Activity focused on the study, analysis and evaluation of technical and scientific content of data acquired and data and information;

XVII - Habilitation: Compulsory enrollment of the Data Acquisition Company with the ANP/SDT regarding the exploitation and production of oil and natural gas, as well as Academic Institutions;

XVIII – Period of Confidentiality: Period of time in which data is deemed confidential, and after which data becomes public;

XIX - Minimum Exploratory Program - PEM: it corresponds to the exploratory activities to be obligatorily accomplished by the concessionaire during the exploitation phase;

XX - Limit of Acquisition Area in the Concession: Limit of the concession area added by additional external area required to the correct acquisition of data, pursuant the requirements of each method.

**Art. 3** Regarding the nature of the acquisition, data shall be:

I - Exclusive Data: Data acquired by Concessionaire within the limits of its concession area, whether by means of EAD hired by it or by its own means;

II – Non-Exclusive Data: Data acquired by EAD in area that is object of the concession agreement or not, upon authorization of the ANP, under the terms of this Resolution;

III – Fomentation Data: Data acquired by ANP, by means of hired company or associate institution with that purpose, and also that data acquired by Academic Institution; or,

IV - Mixed Data: Data resulting from joint reprocessing of Exclusive Data and Public Data, or Exclusive Data and Non-Exclusive Data, or Non-Exclusive Data and Public Data.

**Art. 4** Regarding confidentiality, data shall be:

I - Public Data: Data to which ANP shall provide access to any individual or legal entity interested under the terms of valid regulation; or,

II - Confidential Data: Data to which ANP shall provide access only to:

a) EAD or Concessionaire, in case the acquisition is accomplished by them;

b) Third party authorized by EAD or Concessionaire, as per valid regulation;

c) Employees of ANP; or,

d) Consultants and employees authorized of those institutions or companies hired by ANP, by means of execution of confidentiality term.

**Art. 5** Regarding the period of confidentiality, it is established that:

I - Seismic Geophysical Data and Non-Seismic Geophysical acquire by concessionaire and Mixed Data carried out in exclusive bases, shall have period of confidentiality five (5) years, from the date of conclusion of operations for acquisition and reprocessing;

II - Seismic Geophysical Data and Non-seismic Geophysical Data, acquired by EAD and Mixed Data carried out in non-exclusive bases, shall have period of confidentiality of ten (10) years, from the date of conclusion of operations for acquisition and reprocessing;

III – Wells Data shall have period of a confidentiality of 2 years, from the date of conclusion;

IV - Fomentation Data shall be deemed public from the beginning of acquisition;

V - The period of confidentiality shall finish under the terms of this Resolution and valid regulation;

VI – The following shall become public, although during the validity terms established in subclauses I, II, and III:

a) exclusive data acquired in concession area returned by the concessionaire to ANP, under the terms foreseen in the concession agreement;

b) non-exclusive data acquired in disagreement with the terms and conditions established in the authorizations for acquisition of data; and,

c) non-exclusive data whose sale is restricted by EAD;

d) data acquired outside the limits of the concession area for exploitation or production or development, and outside the area granted to EAD for acquisition of non-exclusive data.

§ 1 Seismic geophysical data and non-seismic geophysical data, not exclusive, still in the period of confidentiality, acquired during the validity of Ordinance ANP No. /1998, shall have period of confidentiality added by 5 years.

§ 2 During the period of confidentiality, EAD shall be entitled to grant its rights of commercialization upon non-exclusive data to another EAD, whereby it should communicate such fact to ANP within thirty (30) days from the granting date, being that the period of confidentiality already in course shall remain unchanged.

§ 3 In the event of reprocessing of non-exclusive data during the period of confidentiality, the version resulting from such reprocessing shall rely on a new period of confidentiality of 10 years, from the conclusion of reprocessing.

§ 4 For accomplishment of new reprocessing of non-exclusive data during the period of confidentiality, the EAD shall obligatorily request authorization from ANP.

**Art. 6** In case of approval, by ANP, of transfer of undivided rights regarding the operation of the concession agreement in force to a new concessionaire, the new concessionaire shall become the company holder of the rights upon the exclusive data, being that the period of confidentiality already in course shall remain unchanged.

**Sole Paragraph.** The former concessionaire, within maximum term of ninety (90) days from the date of approval of such transfer of rights by ANP, shall transfer to the new concessionaire, regardless of being public or confidential, all exclusive data relating to the granted agreement.

**Art. 7** The company holder of the rights to access exclusive data within the period of confidentiality shall be entitled to, by means of express manifestation of ANP, to disclose such data, provided that it sends to ANP, at least fifteen (15) days in advance, document containing:

I – list of data to be disclosed;

II - date intended for disclosure;

III - reasons that have led the company to disclose such data;

IV - identification of the institution receiving the data; and,

V - copy of confidentiality term or equivalent document entered into by the company holder of the rights to access the data and the institutions receiving the data.

**Art. 8** Under the terms of **Art. 5** of the Law No. 9.478/1997, the activity of acquisition of data regarding the exploitation and production of oil and natural gas may only be exercised by company organized under the Brazilian laws, with headquarters and administration in the country, which bears authorization from ANP.

§ 1 The authorizations granted for acquisition of data shall be of *intuitu personae* nature, whereby its sale, transfer or any other way of negotiation of authorizations with third parties shall not be allowed, without prior and express consent from ANP.

§ 2 The concessionaire shall be exempted from requesting authorization to ANP for the acquisition of data within the Limits of the Concession Area, but it shall be obliged to notify ANP about all operations for acquisition of data it may carry out by proper means or through EAD hired by it.

§ 3 The concessionaire shall be obliged to inform ANP about any processing that it carries out within its concession area.

§ 4 The concessionaires and EADs have the obligation of informing the ANP about any reprocessing of exclusive and non-exclusive data accomplished by the holder of the data or any third parties.

**Art. 9** The process of authorization for the exercise of the activity for acquisition of data regarding the exploitation and production of oil and natural gas shall consist of the following phases:

I - habilitation; and,

II - authorization grant.

**Art. 10.** The EAD habilitation phase shall start with the submission of request for habilitation accompanied of the following documents:

I – receipt of enrollment and status of registration with the National Register of Legal Entities - CNPJ;

II – certified copies of the company by-laws and all and any amendments made in the last two years, registered and filed in the Trade Board;

III – statement of its shareholder or partners composition and list of directors, with the respective nomination acts, whenever the case;

IV - company organization chart, indicating the positions whose attributions shall be related with the activities related with the authorization and the occupants' name;

V - nomination of the representatives authorized by the company before ANP;

VI - indication of the technicians responsible in the company and confirmation that they are regularly enrolled with the respective class agency;

VII – list of the acquisition methods intended to be used;

VIII - technological and operational qualification of the company, including list and description of equipment to be used in the acquisition of data;

§ 1 The habilitation shall be requested only once, for purposes of declaring the granting company as EAD and consequently enabled to request authorization grant under the terms foreseen in this Resolution.

§ 2 Any amendments to the informed data shall be communicated to ANP, with the presentation of the relevant document, within thirty (30) days, from the accomplishment of the act.

§ 3 Noncompliance with § 2 shall occasion the denial of request by ANP.

**Art. 11.** ANP may, at its sole discretion, request from the petitioner the submission of documents, information or the adoption of additional measures it deems relevant to the phase of habilitation of the legal entity.

**Art. 12.** The request for habilitation that fits in the following items shall be denied:

I - that does not comply with the requirements set forth in art. 10, subclauses I through VIII;

II - that has been supported with false or inappropriate document; or,

III – placed by company that:

a) has its enrollment with the CNPJ framed as suspended, inapt or cancelled;

b) counts on an individual partner with the enrollment with the taxpayers' register - CPF, framed as cancelled or pending on regularization;

c) has its registration data, or the registration data of any partner, in disagreement with that enrolled with the CNPJ or CPF; or,

d) counts on partner, legal entity, whose enrollment with the CNPJ is framed as suspended, inapt or cancelled.

**Art. 13.** The company which has its request deferred shall be declared enabled before ANP and shall be classified as EAD.

**Art. 14.** The phase for granting authorization for the exercise of activity of acquisition of non-exclusive data shall start with the request for authorization by the EAD.

**Art. 15.** ANP shall grant individualized authorizations for acquisition of data in different natural environments in the whole national territory, namely:

- I - maritime;
- II - in transition zone;
- III - air;
- IV - land.

**Art. 16.** The EAD shall submit the following information, without prejudice of any other that ANP deems necessary:

- I - indication of the natural environment where data shall be acquired, with the respective polygon of performance;
- II - indication of technology to be used;
- III – schedule of activities for acquisition of data; and,
- IV - stages intended to be accomplished by means of authorization grant, whereby such stages are the following:
  - a) acquisition;
  - b) processing;
  - c) interpretation.

**Art. 17.** ANP shall analyze the documents submitted by the company, as well as any other information sent by the company and, if they are accepted, ANP shall grant the authorization.

Sole Paragraph. The period of validity of the authorization shall be determined by ANP, taking into account the schedule of activities submitted by the company.

**Art. 18.** No authorization shall be granted for the exercise of activity of acquisition of data regarding the exploitation and production of oil and natural gas, without derogating from the other legal dispositions, to the company:

- I - whose shareholding structure is composed of partners or stockholders who have participation in the social deliberations that in the last five (5) years prior to the request are in debit due to the exercise of activities regulated by ANP, according to the Law No. 9.847, of October 26, 1999;
- II - whose board of officers includes individuals or legal entities that in the last five (5) years prior to the request are in debit due to the exercise of activities regulated by ANP, according to the Law No. 9.847, of October 26, 1999;
- III - that had authorization for the exercise of activity regulated by ANP cancelled due to penalty imposed in administrative proceeding with final decision, pursuant to art. 10, of Law No. 9847, of 1999.

Sole Paragraph. The provision in the *caput* of this article applies to the associated legal entities or controllers that require authorization.

**Art. 19.** The EAD authorized to accomplish the acquisition of non-exclusive data shall not be subject to the following dispositions:

- I - each data acquisition operation that is accomplished shall be informed ten (10) days before its commencement, according to the form included in the website of ANP([www.anp.gov.br](http://www.anp.gov.br));
- II - the acquisition of data using equipment whose identification and characteristics have not been previously informed to ANP is not allowed;
- III – the EAD is obliged to commercialize rights to use the non-exclusive data acquired, processed or reprocessed by any national company that is interested in accessing it;

IV - by the 10th of each month, from the beginning of the authorization validity and up to month after its termination, the EAD shall send to the ANP a monthly report concerning the activities occurred during the previous month, relatively to the authorization, including detailing of progress of operations for acquisition, processing, reprocessing and interpretation. ANP may, at any time, request extra reports from the EAD;

V – the EAD shall deliver within sixty (60) days after the conclusion of acquisition of Non-Exclusive Data, at no charges to ANP and in conformity with the standards then established, copy of raw data, the totality of Metadata, copy of operational reports or any other documents regarding the Non-Exclusive Data;

VI – the EAD shall present, at the moment of delivery of raw data, a schedule for delivery of processed and interpreted data relatively to the acquisition of Non-Exclusive Data;

VII - deliver the processed and interpreted data, in case they occur, in the period of sixty (60) days, after the conclusion of processing and interpretation, at no charges to ANP and in conformity with the established standards.

§ 1 The term established in subclause V of this article may be added upon request of the EAD, within sixty (60) days, after final notification of acquisition, presenting technical justification and schedule for delivery of data.

§ 2 Noncompliance, whether total or partial, by EAD, with the demanded standards, shall occasion issuance, by ANP, in the period of up to one hundred and eighty (180) days, of Data Evaluation Report, which shall include result of analysis of data delivered by the EAD, any pending matters identified, and the deadline for correction, that, at the discretion of ANP, may be of up to sixty (60) days.

§ 3 After the period of one hundred and eighty (180) days from the last remittance of data for evaluation or reevaluation, without the issuance of the Data Evaluation Report, as foreseen in § 2 of this article, ANP shall issue Term of Reception of Delivered Data, certifying conformity with the regulatory standards.

§ 5 During the period of confidentiality of Non-Exclusive Data, the EAD, besides the copy of data delivered to ANP, shall also be responsible for the physical storage of data acquired by the company.

**Art. 20.** The EAD shall inform the ANP about the identity of purchasers of Non-Exclusive Data within thirty (30) days after the sales operation according to the form found in the website of ANP ([www.anp.gov.br](http://www.anp.gov.br)).

Sole Paragraph. Sales operations means the effective delivery of data to purchasers who acquired Non-Exclusive data.

**Art. 21.** ANP may authorize more than one EAD to accomplish similar or different acquisitions of data in the same area.

§ 1 When the operations for acquisition of data of a CONCESSIONAIRE and one or more EAD at the same area of a sedimentary basin coincide, they shall agree upon a program of operations that allows the regular development of works, avoiding any mutual interference.

§ 2 In case the EAD and the CONCESSIONAIRE that are accomplishing the acquisition of data in a same area of a sedimentary basin do not establish an agreement that allows the regular development of operations without mutual interference, the CONCESSIONAIRE shall have priority to start the operations.

§ 3 In case the interference occurs between two or more EAD, the priority shall be determined by chronological order in which the authorizations have been granted by ANP, from the oldest to the most recent.

**Art. 22.** The EAD may request changes in the authorization, in the following cases:

I – addition of technology to the valid authorization, when the EAD shall submit the request for approval of ANP accompanied of technical justifications and the information required in subclauses VII and VIII of art. 10 of this Resolution;

II – extension of the term of operations for acquisition of data, in case of data acquisition in progress, the EAD shall submit the request for approval of ANP, including new schedule with details of the foreseen works;

III - cancellation of data acquisition operations, when the EAD shall submit to the ANP formal request containing technical justification; or,

IV – alteration of the authorization polygon.

**Art. 23.** In period not shorter than thirty (30) days, from the end of the period of validity of authorization, the EAD shall be able to request renewal of authorization to ANP, accompanied by technical justifications.

**Art. 24.** The end of validity or the cancellation of an authorization shall not exempt the company from any obligations regarding the delivery of data in strict compliance with the terms and technical standards established by ANP.

**Art. 25.** Academic institutions or companies hired by ANP shall require authorization for the acquisition of fomentation data in the Brazilian sedimentary basins, being subject to the dispositions herein.

**Art. 26.** The academic institution is not allowed to transfer, lend or commercialize fomentation data copies.

**Art. 27.** The concessionaire, although exempted from requesting authorization for acquisition of data in its concession area, shall only start the operation for acquisition of data:

I - after indicating the company that shall accomplish the acquisition of data, in case the concessionaire does not do it by its own means; and,

II - after rendering to ANP the information requested in the forms, reports and technical standards established by ANP.

Sole Paragraph. The company nominated by the concessionaire to accomplish the acquisition of data shall, obligatorily, be enabled by ANP as EAD, under the terms of art. 10 of this Resolution.

**Art. 28.** The concessionaire that accomplishes acquisition of exclusive data shall be subject to the following dispositions:

I - each operation for acquisition of data that may be accomplished shall be informed ten (10) days before starting, according to the form included in the website of ANP ([www.anp.gov.br](http://www.anp.gov.br));

II - the Concessionaire shall deliver, sixty (60) days after the conclusion of the acquisition of exclusive data, at no charge to ANP and in conformity with the standards then established, copy of raw data, the totality of Cultural Data, copy of operational reports, or any other documents relatively to the exclusive data;

III - the Concessionaire shall submit, at the moment of delivery of raw data, a schedule for delivery of processed and interpreted data, relating to the acquisition of the Exclusive Data;

IV - deliver the processed and interpreted data, in case they occur, in the period of sixty (60) days, after conclusion of processing and interpretation, at no charge to ANP and in conformity with the established standards;

V - ANP shall be entitled to send representative to attend to the development of operations for acquisition of data, being that the concessionaire shall bear with the expenses of transportation, room and board, whenever there is no collective transportation and commercial establishments for accommodation and meals;

VI - the concessionaires shall not sell, transfer or otherwise negotiate the exclusive data, being allowed, however, to exchange their exclusive data with data from other concessionaires, companies or consortium of companies, although such data refers to basin situated abroad.

§ 1 The term established in subclause II of this article may, at the discretion of ANP, be extended upon request from the Concessionaire, for up to one hundred and twenty (120) days, after the final notification of acquisition, by submitting technical justification and schedule for delivery of data.

§ 2 Noncompliance, whether total or partial, by the Concessionaire, with the demanded standards, shall occasion issuance, by ANP, in the period of up to one hundred and eighty (180) days, of Data Evaluation Report, which shall include result of analysis of data delivered by the concessionaire, any pending matters identified, and the deadline for correction, that, at the discretion of ANP, may be of up to sixty (60) days.

§ 3 After the period of one hundred and eighty (180) days from the last remittance of data for evaluation or revaluation, without the issuance of the Data Evaluation Report, as foreseen in

§ 2 of this article, ANP shall issue Term of Reception of Delivered Data, certifying conformity with the regulatory standards.

§ 4 The Data Evaluation Report and its period of issuance, referred to in § 2, as well as the Term of Reception of Delivered Data, referred to in § 3 of this article, apply, in case of Wells Data, only to the first remittance of data about Exploratory Wells.

§ 5th During the period of confidentiality of Non-Exclusive Data, the EAD, besides the copy of data delivered to ANP, shall also be responsible for the physical storage of data acquired by the company.

**Art. 29.** The concessionaire shall be entitled to extend beyond the limits of concession, the operations for acquisition of exclusive data, only if:

I - the points sampled with total coverage in subsurface belong to the granted block or field; or,

II - it obtains prior and specific authorization from ANP, within the maximum term of sixty (60) days, after presentation of technical request justifying the requirement for the acquisition.

**Art. 30.** Concessionaries in areas of contiguous concession may agree to accomplish a single operation for acquisition of data, which covers the areas in the whole or partially, complaint with the following:

I - the concessionaires shall jointly send the information set forth in art. 27, and shall be responsible, before ANP, for complying with the provisions in arts. 28 and 29, except for the provisions of subclause II of this article;

II - monthly reports of progress and reports containing interpretation of exclusive data shall be submitted in separate to ANP, for each concession area, by its respective operator;

III - the concessionaires of all areas shall be jointly holder of the rights to access the totality of data surveyed within each concession area, according to the present article.

**Art. 31.** ANP shall carry out inspection relatively to the activities for acquisition of exploitation and production data, directly or by means of covenants with State and the Federal District agencies, as provided in art. 8, subclause VII, of Law no. 9478, of 1997.

**Art. 32.** No activity accomplished on exclusive or non-exclusive bases, which has incurred in noncompliance with the terms and conditions herein shall be used to reduction of the Minimum Exploratory Program for concession agreement until all necessary corrections have been made by the concessionaire or by the EAD, and approved by ANP.

**Art. 33.** In period not shorter than ten (10) days before the beginning of the operations for acquisition of data, the EAD or the academic institution or the concessionaire, shall deliver to ANP, according to the data acquisition nature, certified copies of all authorizations and licenses legally required by any federal, state and municipal agencies for the regular execution of works, without which it shall not be able to start operations.

**Art. 34.** ANP shall establish in complementary resolution and shall make available, in its page in the Internet ([www.anp.gov.br](http://www.anp.gov.br)), the standards and forms regarding the surveys of data. Any occasional changes shall be indicated to the EAD, to the concessionaires and to the academic institutions, which shall implement them:

I - in case of forms and reports, in the period of sixty (60) days after the disclosure of the same by ANP;

II - in case of data formatting and delivery standards, in the operations for acquisition of data started after one hundred and twenty (120) days from the disclosure of standard.

**Art. 35.** For purposes of this Resolution, exclusive and non-exclusive data shall only be deemed delivered to ANP if submitted according to the data delivery standards valid at the beginning of the acquisition.

**Art. 36.** The concessionaire, the EAD and the academic institution, shall be fully responsible for damages of any nature, directly or indirectly resulting from the accomplishment of works for acquisition of data, being that it shall reimburse ANP and the Federal Government in case of any lawsuits, claims, losses and damages that they may suffer due to the bad quality, lack of veracity or mistake at such data.

**Art. 37.** The concessionaire, the EAD and the academic institution, shall be fully responsible for the quality and veracity of data acquired, processed, reprocessed and



interpreted, provided to ANP, being that it shall reimburse ANP and the Federal Government in case of any lawsuits, claims, losses and damages that they may suffer due to the bad quality, lack of veracity or mistake at such data.

**Art. 38.** ANP shall not grant authorization for the exercise of the activity of acquisition of data to EAD or academic institution that is not compliant or is in disagreement with the terms and conditions herein.

**Art. 39.** The authorization for the activity of acquisition of data is granted on a provisional basis and shall be extinct in the following cases:

I – judicial or extrajudicial liquidation of a company;

II – upon adjudication of bankruptcy to the company;

III - at any time, by means of express declaration of ANP cancelling the act, when proved, in administrative proceeding, being granted full right of defense and adversarial proceeding, that:

a) for many times, has disobeyed the rules or procedures established herein;

b) there are grounded reasons of public interest, justified by the competent authority;

c) it does not meet the requirements regarding the habilitation phases and grant that have conditioned the authorization; or,

d) the activity is being executed in disagreement with the valid legislation.

Sole Paragraph. In case ANP becomes aware that the company is irregular situation before the agencies of federal, state or municipal public administration, in charge of collecting taxes and inspecting taxpayers, it may, discretionarily, cancel the authorization granted.

**Art. 40.** ANP shall adopt procedures, within the scope of its legal attributions, for mediation of conflicts arising from situations not set forth herein.

**Art. 41.** Failure in complying with the dispositions herein shall subject the offender to the penalties foreseen in Law No. 9.847, of 1999, Decree No. 2.953, of 1999, and Ordinance ANP No. 234, of 2003, without prejudice of any other reasonable sanctions.

**Art. 42.** The neglected cases shall be clarified and defined by ANP.

**Art. 43.** This Resolution goes into effect on the date of its publication.

**Art. 44.** The Ordinance ANP No. 188, of 1998, Ordinance ANP No. 35, of 1999, and other provisions not compliant are cancelled.

*HAROLDO BORGES RODRIGUES LIMA*