

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA**  
**AND**  
**THE MINISTRY OF MINES AND ENERGY OF THE REPUBLIC OF COLOMBIA**  
**CONCERNING COOPERATION ON ENERGY**

The Department of Energy of the United States of America and the Ministry of Mines and Energy of the Republic of Colombia, hereinafter referred to as the "Participants":

GUIDED by their mutual desire to promote responsible development of natural resources, encourage investment and economic development in their countries' respective energy sectors and the regional and global energy markets, and safeguard citizens and their environment; and

CONSIDERING the high importance placed on addressing adaptation to global climate change and the resulting changes in weather and climate that may impact energy supply and demand, which in turn can have profound geographic, social and economic consequences, if such impacts continue, increase and intensify in the region and the world,

Have reached the following understanding:

## I. PURPOSE

The objective of this Memorandum of Understanding (MOU) is to establish a framework for cooperation on energy between the Participants.

## II. SCOPE OF COOPERATION

The Participants may participate in cooperative activities together, including providing technical assistance, sharing knowledge and exchanging information, offering training and services, and other activities as mutually determined.

## III. AREAS OF COOPERATION

Cooperative activities performed under this MOU may include, but are not limited to, the following areas:

- a. unconventional hydrocarbon reservoirs, including promotion of best practices for their development;
- b. offshore hydrocarbon development, such as technology development;
- c. energy efficiency initiatives, such as in industrial applications and smart grid technology;
- d. electricity in off-grid zones;
- e. strengthening the energy distribution system's reliability and resiliency; and
- f. other areas that the Participants may jointly decide in writing.

## IV. FORMS OF COOPERATION

1. The planned cooperative activities address technology, policy, regulatory and financial issues with a cross-cutting approach between the energy sector and industry.
2. Cooperative activities may include in-country operations, consultations, technical events, surveys, recommendations, and reports.
3. Technical expert groups may be organized to exchange technical information and to carry out training and develop proposals to ensure the effective implementation of this MOU.
4. Unless otherwise decided in writing, each Participant is to be responsible for the costs it incurs in conducting activities under this MOU.

5. The terms of any technical assistance provided under this MOU should be decided by Participants and may be set forth in contracts or other written arrangements.
6. Activities under this MOU are intended to complement other mechanisms of energy cooperation between the United States of America and Colombia, including the Energy Working Group under the High-Level Partnership Dialogue, in order to make effective use of resources and capabilities of both governments.

## V. GENERAL CONSIDERATIONS

1. This MOU does not constitute a legally binding agreement.
2. Additional Organizations. The Participants may invite additional organizations to participate in the cooperative activities conducted pursuant to this MOU, on such terms as the Participants may jointly determine. These additional organizations may include, but not be limited to, government agencies, universities, laboratories, science and research centers, private sector firms, international organizations, and others.
3. Transfer of Information:
  - a. All information transferred by one Participant to the other or the information developed jointly by the Participants under this MOU should be appropriate, accurate, and to the best knowledge and belief of the transmitting Participant; and
  - b. Any information transmitted in confidence should be protected from unauthorized disclosure to the maximum extent permitted by the law of the receiving Participant's country.

In addition:

- c. The transmitting Participant does not warrant the suitability of the information transmitted for any particular use or application by the receiving Participant or any third party.
  - d. Neither Participant warrants the accuracy of jointly-developed information or its suitability for any particular use or application by either Participant or by any third party.
4. Scientific and technological information resulting from cooperation under this MOU may be made available to the world scientific community in accordance with the laws, regulations, and administrative practice of the receiving Participant's government.

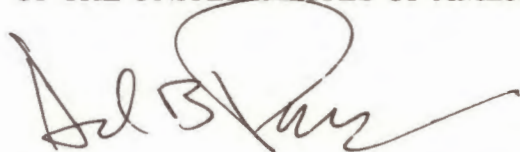


## VI. IMPLEMENTATION, MODIFICATION, AND DURATION

1. Cooperation under this MOU is to begin upon signature by both Participants and continue for five (5) years.
2. Cooperation under this MOU may be extended for additional periods by the Participants' mutual written consent.
3. This MOU may be modified in writing at any time by the Participants' mutual consent. Modifications are to be operative upon signature by both Participants.
4. The Participants may discontinue participation in this MOU at any time by mutual consent in writing. Alternatively, if either Participant wishes to discontinue its participation in this MOU, it should endeavor to provide at least 90 days advance written notice to the other Participant.

Signed at Washington, in duplicate, this 2<sup>nd</sup> day of December 2013, in the English and Spanish languages.

FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA:



FOR THE MINISTRY OF MINES AND  
ENERGY OF THE REPUBLIC OF  
COLOMBIA:

