



Gobierno
de **COLOMBIA**

MEMORANDUM OF UNDERSTANDING

Between the

Ministry of Foreign Affairs of the Republic of Colombia and the Presidential
Agency for International Cooperation of the Republic of Colombia
and

The NEPAD Planning and Coordinating Agency

INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the Ministry of Foreign Affairs of the Republic of Colombia and the Colombian Presidential Agency of International Cooperation APC-Colombia and the New Partnership for Africa's Development (NEPAD) Planning and Coordinating Agency (NPCA) (hereinafter referred to as the NEPAD Agency), the technical body of the African Union (AU), established by the Decision of the 14th African Union Assembly of Heads of State and Government of February 2010 (Assembly/AU/Dec.283(XIV)), adopted on the integration of the NEPAD into the structures and processes of the African Union, are jointly referred to as the "Signatories".

WHEREAS the Ministry of Foreign Affairs is the lead entity in charge of executing Colombia's Foreign Policy and by the delegation of the President, has the functions of formulating, planning, coordinating, implementing and evaluating Colombia's Foreign Policy and International Relations, on all issues, including international cooperation.

WHEREAS APC-Colombia is the government agency in charge of technically managing, guiding and coordinating all public, private, technical and non-refundable financial International Cooperation received and granted by Colombia; as well as to executing, managing and supporting the administration and implementation of international cooperation resources, programs and projects, in accordance with foreign policy objectives and National Development Plan of Colombia.

WHEREAS Colombia and NEPAD share the common goal of promoting an efficient cooperation agenda which contributes to the strengthening of international relations among Colombia and Africa.

WHEREAS NEPAD is a pledge by African leaders based on a common vision and shared conviction, and a programme of the African Union, aimed at eradicating poverty and fostering Africa's sustainable growth and development through the promotion of regional and continental integration; halting the marginalization of Africa in global processes and enhancing its full and beneficial integration into the global economy; and accelerating the empowerment of socially disadvantaged groups, such as women and children.

WHEREAS the mandate of the NEPAD Agency primarily includes (a) facilitating and coordinating the implementation of Africa's priority programmes and projects at the regional and continental levels; (b) mobilizing partners and resources for the implementation of Africa's priority programmes/projects; (c) conducting research and knowledge management; monitoring and evaluation of programme/project implementation; and (d) advocating core principles and values of the African Union and the NEPAD framework and visions.

WHEREAS in the discussions between the Signatories, they have agreed to cooperate in the achievement of common objectives.

WHEREAS the objectives of the Signatories are to contribute to the economic development and social progress of African countries and regional integration of the continent, as well as promoting South-South and Triangular Cooperation between the Signatories.

WHEREAS the cooperation and collaboration between the Signatories would serve their common objectives and render their respective activities more effective and beneficial to their stakeholders.

The Signatories have reached the following Understanding

PARAGRAPH 1: PURPOSE AND OBJECTIVES OF THE MOU

1.1 The purpose of this MOU is to provide a framework for South- South and Triangular Cooperation and facilitate collaboration between the Signatories hereto in matters of common interest, on a non-exclusive basis in areas of mutual interest and to establish the arrangements necessary for the implementation of the MOU.

1.2. The operation of this MOU will be guided by the core principles and values of the African Union, the NEPAD and the Colombian laws and regulations for international cooperation, including the Political Constitution of the Republic of Colombia, the National Development Plan 2010- 2014- Prosperity for all, towards the realization of the Colombian and the African Continent's development objectives.

PARAGRAPH 2: KEY AREAS AND MODES OF COOPERATION

2.1. The Signatories hereby decided to join efforts and to maintain close and working relationship for the achievement of the common objectives and for the implementation of the MOU. To this end, the Signatories will seek to, in accordance with the provisions set forth herein, cooperate on matters of common interest and collaborate on the drawing up and implementation of work programmes for the execution activities within the key areas of cooperation defined in Paragraph 2.3 of this MOU.

2.2. All programmatic activities/projects carried out pursuant to this MOU may be undertaken in accordance with the regulations, rules, policies and procedures of the Signatories.

2.3. To facilitate the implementation of this MOU, the Signatories here may, subject to their respective regulations, rules, policies and procedures: focus on the following key areas and modes of cooperation subject to their respective regulations, rules, policies and procedures:

Key areas

- i. Agriculture-Rural Development /Food Security;
- ii. Capacity Development;
- iii. Vocational training and knowledge exchanges in priority sectors, including on public-private partnerships;
- iv. Science, Technology and Innovation;
- v. Governance in Mining and Extractive Industries;
- vi. Peace and Security;
- vii. African Diaspora (through culture and exchange of young professionals)
- viii. Infrastructure;
- ix. Culture;
- x. Social Prosperity, including gender and youth empowerment.

Modes of Cooperation

The Signatories will make their best efforts to identify the particular actions of mutual benefit through:

- i. Technical assistance for the implementation of Programmes and Projects in the areas of cooperation;
- ii. Training and exchange of experiences and information;
- iii. Institutional strengthening through exchange of young professionals, through interships or secondments;
- iv. The use of technical capacity from both institutions to promote and facilitate technical training related to the areas of cooperation established by this Memorandum of Understanding through jointly designed workshops, training programs and seminars;
- v. The promotion of South-South and Triangular Cooperation;
- vi. Other modes of cooperation agreed to by the Signatories.

PARAGRAPH 3: PROGRAMME PROMOTION

3.1. The Signatories may identify one flag ship project amongst each key area of cooperation defined in Paragraph 2.3 above. Each flag ship project may be publicized so as to illustrate the quality of the cooperation between both Signatories in order to help to achieve their mutual goals and objectives. However, neither Signatory will issue press releases, advertisements or other publicity-related public statement about the collaboration without the prior express written approval of the other. The costs of public relations activities relating to the partnership may be the responsibility of the each Signatory in accordance with the Signatories' respective regulations, rules, policies and procedures and the availability of funds.

PARAGRAPH 4: CONSULTATION AND EXCHANGE OF INFORMATION

4.1. The Signatories intend to, on a regular basis, keep each other informed and, wherever necessary, consult each other on matters of mutual interest, which in their opinion, are likely to lead to consolidating the partnership.

4.2. In this respect, the Signatories will seek to meet formally at least once a year to:

- i. Identify programmatic activities or projects for cooperation;
- ii. Decide on and prepare an action plan for the implementation of such programmatic activities or projects, in accordance with the Signatories respective regulations, rules, policies and procedures for carrying out programmes and projects; and
- iii. Conduct reviews and put in place monitoring and evaluation systems consistent with the Signatories' respective regulations, rules, policies and procedures, to determine the performance of the programmatic activities or projects being implemented.

4.3. The Signatories may exchange relevant information and data on matters of common interest, and collaborate in the collection, analysis and dissemination of such information and data.

4.4. Consultation and exchange of information and documents under this Paragraph may be without prejudice to other complementary arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. The Signatories will make their best efforts for these arrangements to survive the termination of this MOU and of any other complementary agreements signed by the Signatories within the scope of this collaboration.

4.5. A Signatory to this MOU may invite the other Signatory to participate in meetings, seminars, symposia, workshops or conferences of mutual interest, convened or otherwise supported by such Signatory. Invitations shall be subject to the policies and procedures of the respective Signatories applicable to such meetings or conferences and provided that the agenda for any such meetings contains issues of mutual interest.

PARAGRAPH 5: FINANCIAL RESPONSIBILITY

5.1. This MOU shall not impose any direct or indirect financial obligations on any Signatory. Nothing in this MOU will constitute commitment of any Signatory to contribute funds towards the implementation of the programmatic activities/projects implemented under this MOU or authorizes or is intended to obligate a Signatory to expend exchange or reimburse funds, services or supplies or transfer or receive anything of value.

PARAGRAPH 6: RELATIONSHIP BETWEEN THE SIGNATORIES

6.1. The Signatories may remain at all time, independent entities and function solely as partners. Nothing herein contained and no course of dealing between the Signatories may create or be deemed to create a legal partnership, an agency or joint-venture between the Signatories on a permanent basis.

Therefore, either Signatory may not:

- i. Hold itself out as the agent or partner of the other Signatory or as being in a joint-venture with the other Signatory in any manner whatsoever;
- ii. Enter into any arrangement or transaction with third Signatories on behalf of the other Signatory; and
- iii. In any way pledge or bind the credit of the other Signatory.

6.2. Both Signatories acknowledge that this MOU does not constitute a legally binding commitment by either Signatory.

6.3. Each Signatory may sign trilateral agreements and has the right to work with any other person or organization if such Signatory decides that is necessary to do so.

PARAGRAPH 7: USE OF NAME AND EMBLEM

7.1. Neither Signatory may use the name, emblem or trademarks of the other Signatory, its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Signatory in each case. In any

case the names or emblems of the signatories or the abbreviation thereof will be granted for commercial purposes by either Signatory.

7.2. The Signatories may recognize and acknowledge this collaboration, as appropriate. To this end, the Signatories may consult with each other concerning the manner and form of such recognition and acknowledgement.

PARAGRAPH 8: NOTICES AND ADDRESSES

Any notice or request required or permitted to be given or made under this MOU may be in writing. Such notice or request may be deemed to have been duly given or made when it may have been delivered by hand, certified mail, or overnight courier to the Signatory to which it is required to be given or made at the address specified below or such other address as may be hereafter notified.

For the Ministry of Foreign Affairs of the Republic of Colombia and the Presidential Agency for International Cooperation of the Republic of Colombia:-

Direction for International Cooperation
Ministry for Foreign Affairs
Calle 10 No 5- 51 (Of SC 211)
Tel: 571 3814279
E mail: maria.alban@cancilleria.gov.co

For the NEPAD Agency: -

Chief Executive Officer
NEPAD Planning and Coordinating Agency
Private Bag 2018, Halfway House
Midrand 1685, Johannesburg, South Africa
Tel: +27 11 256 3400
E-mail: ceo-office@nepad.org

PARAGRAPH 9: TERMS, TERMINATION, AMENDMENTS


9.1. This MOU takes effect on the date of its signature and may be amended by consent expressed in writing between the Signatories. The changes will take effect from the date of its Signature. This MOU will remain valid indefinitely in conformity with its object unless either Signatory notifies the other of its intention to terminate it through the diplomatic channels six (6) months prior to the date upon the Signatory desires to make effective the termination. In the case of divergences in interpretation, the English text shall prevail.

PARAGRAPH 10: SETTLEMENT OF DISPUTES

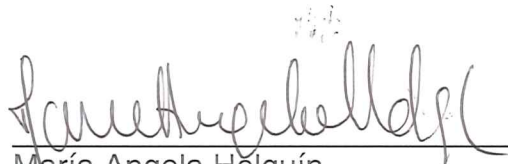
10.1. Any dispute between the Signatories, arising out of the interpretation of this Memorandum must be settled amicably by negotiation, through the appropriate channels.

Signed in New York on the 25th day of September 2014 in two (2) original copies, in Spanish and English languages. In case of divergences, the English version will prevail.

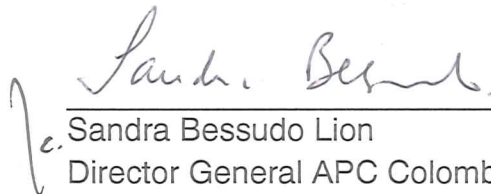
IN WITNESS WHEREOF, the duly authorized representatives of the Signatories
affix their signatures below.



Ibrahim Assane Mayaki
Chief Executive Officer of the NEPAD
Agency



María Angela Holguín
Minister of Foreign Affairs of the
Republic of Colombia



Sandra Bessudo Lion
Director General APC Colombia