

**MEMORANDUM OF UNDERSTANDING (MOU) TO PROMOTE COOPERATION
BETWEEN
THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND
AND
THE COLOMBIAN MINISTRY OF DEFENCE**

The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland

And

The Colombian Ministry of Defence

Hereinafter referred to as 'the Participants',

CONVINCED that cooperation and complementary activities on operations, intelligence, information exchange, and training contribute to the development of Navies as well as to countering transnational organised crime at sea;

REAFFIRMING the importance of strengthening cooperation ties between the Navies;

WHEREBY, the Participants will implement this MOU in accordance with the following provisions, and

HAVE DECIDED UPON THE FOLLOWING:

SECTION 1

PURPOSE AND SCOPE OF THE MOU

- 1.1 The purpose of this MOU is to increase cooperation and complementary activities relating to Operations, Intelligence, countering transnational organised crime at sea and information exchange.
- 1.2 This MOU further aims to promote cooperation between the Participants in the fields of training, education and advice on Maritime topics, and in particular Naval matters.
- 1.3 Cooperation between the Participants will be governed by the principles of equality, reciprocity and mutual interest.
- 1.4 The Participants will take any measures necessary to meet their commitments herein contained, and shall further agree to hold follow-up and/or evaluation meetings, as necessary/ if appropriate. This MOU will not create any obligation or responsibility under national and international law.
- 1.5 Neither Participant will carry out actions in the other Participant's internal and territorial waters that are the specific preserve of that Participant under its national legislation.

SECTION 2

SCOPE OF COOPERATION

2.1 Pursuant to SECTION 1 of this MOU, the cooperation to be provided herein will fall in the following areas:

- a. Exchange of information and mutual cooperation related to training plans and programmes associated with the Participants' various fields of expertise.
- b. Mutual advice on Maritime matters, including the maintenance and operation of Naval equipment used by the Participants, and cooperation on the development of Marine research programmes in general.
- c. Mutual transfer of technology and assistance for the development of both the Maritime sector and Naval industry.
- d. Combined operations designed to counter transnational organised crime at sea.
- e. Training for and advice on Peacekeeping and other International Operations.
- f. Any other activities that the Participants deem appropriate and that are directly related to the aims of this MOU.

SECTION 3

NAVAL OPERATIONS

3.1 In the context of Combined Naval Operations the Participants will seek to cooperate in the following fields:

- a. Operations and training between Participants' Units, according to their needs and competences.
- b. The exchange of operational information to facilitate decision-making.
- c. The interpretation of Maritime rules and regulations.

3.2 The Participants will arrange channels of communication and programme meetings to facilitate discussions on strategic topics, exchange proposals and coordinate Maritime and Defence related activities.

SECTION 4

COUNTERING TRANSNATIONAL ORGANISED CRIME AT SEA

4.1 The Participants will seek to cooperate to combat transnational organised crime at sea in accordance with International and National Law, to which end Naval interdiction operations will be set out in a separate document.

SECTION 5

INFORMATION EXCHANGE

5.1 The Participants decide to exchange Information between the authorities designated by the Participants for purposes of addressing situations related to Naval and Defence fields.

5.2 The Participants further decide to propose prompt, modern communication mechanisms based on economy of effort through satellite-based Information designed to enable monitoring and control of Maritime areas of interest.

5.3 The Participants will take all appropriate measures to ensure the protection of the Information exchanged herein referred to in accordance with respective National Laws and Regulations. Unless otherwise mutually approved in writing and/or separately, classified information produced or exchanged under this MOU, not only limited to matters of defence, military intelligence, documents, technical data and equipment, will remain secured under the following principles:

- a. Each Participant will assign to the classified information received from the other Participant, the same or higher confidentiality level to that granted by the Participant sending the information and take necessary measures to protect its confidentiality.
- b. Participants will not provide classified and personal information received from the other Participant to a third party without prior written consent.
- c. Classified and personal information will only be used for the purpose for which it was provided.
- d. Classified and personal information will be transferred only through means available to the Participants, which meet their mutual security requirements.

5.4 Participants, in accordance with national legislation, will implement necessary measures to protect information that is sent, exchanged or generated as a result of this MOU.

5.5 The responsibilities and duties of the Participants, concerning the security and protection of the confidentiality of information, will remain in effect in the event this MOU is terminated.

5.6 All visiting personnel will comply with the security regulations of the host Participant. Requests for visits by appropriately security cleared personnel of one Participant to facilities of the other Participant will comply with the established visit procedures of the host country.

5.7 Participants will seek to conclude future arrangements detailing the guidelines and procedures for the mutual exchange of classified military information.

SECTION 6

EDUCATION AND TRAINING

6.1 The Participants decide to:

- a. Subject to availability, provide spaces/places at Officer and Non-Commissioned Officer Training Establishments as well as places on courses run on topics of interest to the Participants, whilst confirming the academic curricula, duration, number of places available, costs of: food and accommodation; equipment and materials as necessary; as well as providing details of any facilities that will be offered to students at said Training Establishments.
- b. Exchange Information, Experiences and Training concerning: Peacekeeping, and other International Operations.
- c. Exchange Experiences on legal matters related to Operations.
- d. Encourage the exchange of Courses in fields of Naval interest to the Participants.

SECTION 7

SCIENCE AND TECHNOLOGY

7.1 Wherever possible within the scope of national policies, the Participants will seek to provide:

- a. Advice on the Construction and Maintenance of Ships.
- b. Technical education and training of personnel.
- c. Design and execution of Projects and/or Programmes tied to the development of both the Maritime sector and Naval industry.
- d. Reciprocal transfer of technology and assistance related to the development of both the Maritime sector and the Naval industry.

SECTION 8

COORDINATION (BETWEEN ATTACHÉS)

8.1 To meet the objectives set out herein, the Participants' Naval and/or Defence Attachés will facilitate the implementation of this MOU in accordance with direction from their respective Naval Commanders.

SECTION 9

COSTS

9.1 Each of the Participants will be responsible for the respective costs they incur as a result of cooperation or implementation of activities of mutual interest under this MOU. All activities under this MOU will be implemented in accordance with the resources available to each Participant.

SECTION 10

SETTLEMENT OF DISPUTES

10.1 Any disputes that may arise out of the interpretation or implementation of this MOU will be settled amicably on the basis of discussions and direct consultation between, and mutual understanding of, the Participants.

SECTION 11

RIGHTS

11.1 The provisions of this MOU will not invalidate any rights or obligations resulting from any Agreement related to the subject matter contained herein.

SECTION 12

IMPLEMENTATION

12.1 This MOU will be implemented in accordance with the legislation applicable to each Participant.

SECTION 13

ENTRY INTO EFFECT

13.1 This MOU shall take effect upon signature and shall have an indefinite term, except under the conditions set out in Section 15 herein.

SECTION 14

AMENDMENT

14.1 Each of the Participants may submit, at any time, a written proposal to the other Participant for the amendment of this MOU.

14.2 This MOU may be amended in writing and by common agreement between the Participants.

SECTION 15

TERMINATION

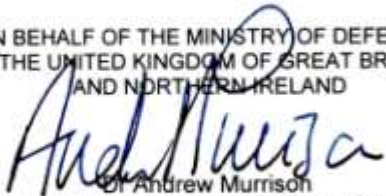
15.1 This MOU shall be deemed to have ceased to have effect if any of the following occurs:

- a. By mutual agreement of the Participants;
- b. The occurrence of any event or situation that prevents the continued execution of the MOU;
- c. The unjustified failure to meet any of the commitments contained herein;
- d. If either Participant expresses its intent to terminate the MOU, having given at least six (6) months notice through established channels of communication without impacting on activities in progress.


SIGNED ON THE 20th DAY OF JANUARY OF THE YEAR 2014,

ON TWO (2) EQUALLY VALID COPIES ONE IN ENGLISH AND THE OTHER IN SPANISH

ON BEHALF OF THE MINISTRY OF DEFENCE
OF THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND


of Andrew Morrison
Minister for International Security Strategy

ON BEHALF OF THE
MINISTRY OF NATIONAL DEFENCE
OF THE REPUBLIC OF COLOMBIA


Jorge Enrique Bedoya Vizcaya
Viceministro para las Políticas y Asuntos
Internacionales