

MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF PETROLEUM AND NATURAL GAS, GOVERNMENT OF THE REPUBLIC OF INDIA AND THE MINISTRY OF MINES AND ENERGY, GOVERNMENT OF THE REPUBLIC OF COLOMBIA ON COOPERATION IN THE HYDROCARBON SECTOR

The Ministry of Petroleum and Natural Gas of the Republic of India and the Ministry of Mines and Energy of the Republic of Colombia (hereinafter known as "the Parties"),

Acknowledging the desire to intensify economic and commercial cooperation;

Noting the opportunities for enhanced cooperation in the Hydrocarbon sector for mutually beneficial cooperation;

Recognizing the opportunity for cooperation created by the long-term mutual relationship and joint economic projects in the Hydrocarbon sector;

Desiring to broaden and strengthen the friendly relations and mutually beneficial relations between the two Ministries;

Have reached the following understanding:

ARTICLE 1: OBJECTIVE

The objective of this Memorandum of Understanding is to establish a cooperative institutional framework for the Parties to facilitate and enhance bilateral cooperation in the oil and gas sector, on the basis of equality and mutual benefit.

ARTICLE 2: AREAS OF COOPERATION

The Parties will cooperate in the entire spectrum of hydrocarbon sector particularly in areas of exploration and production of oil and gas, liquefied natural gas, liquefied petroleum gas, coal bed methane, compressed natural gas, refining, transportation by pipelines, marketing, trading and transportation of petroleum products. The cooperation will include promotion of investments in each other's country as well as in third countries, technology transfer, R&D, conducting joint studies and capacity -building of human resources.

ARTICLE 3: MODALITIES OF COOPERATION

The cooperation will be implemented through the following activities and programmes in accordance with laws and regulations of the Parties:

- a. Exchange of information on the experiences and perspectives relating to the development and analysis of the Hydrocarbon sector;
- b. Exchange of information on studies and projects to facilitate planning aimed at promoting productivity, efficiency, conservation and sustainability of the Hydrocarbon sector;
- c. Joint cooperation in the design and implementation of studies, projects and programmes, including joint participation by the National Oil Companies, without undue preference to, exploration and /or development of oil fields or blocks and R&D activities;
- d. Exchange of training and human resource development in the Hydrocarbon sector;
- e. Organization of seminars, workshops and other meetings on topics relating to the Hydrocarbon sector;
- f. Joint participation in the publication of non-confidential information derived from the activities implemented within the framework of this Memorandum;
- g. Exchange of information on the fiscal and customs measures, as well as on models of investment and contractual agreements;
- h. Exchange of visits of professionals and technicians; and
- i. Any other activities agreed upon by the Parties after signing of the MOU.

ARTICLE 4: WORK METHODOLOGY

The Parties may set up a Joint Working Group, consisting of representatives of the Parties or officials designated by the Parties, for implementation of programmes and projects pertaining to this Memorandum. The Joint Working Group may meet periodically, alternately in India and Colombia, to assess and review the progress of the projects and programmes being implemented and to identify and provide thrust to new projects for cooperation between the Parties, so as to fulfill the objectives referred to in this MOU.

The Joint Working Group will encourage participation of public and private enterprises of both

countries in areas of common interest referred to in Article 2 above for carrying out activities and programmes outlined in Article 3 of the MOU, particularly the establishment of joint ventures in both countries and/or in third countries, gathering of information, seismic studies and exploration.

The cooperation between the companies of both countries will take place according to the terms mutually agreed upon within the framework of the Joint Working Group.

The Joint Working Group will extensively explore the possibilities of mutually beneficial trading agreements between the two countries in the Hydrocarbon sector.

The Joint Working Group may set up sub-group(s), wherever it is deemed necessary for functional necessity.

ARTICLE 5: USE OF THE INFORMATION

The Parties can freely use all information exchanged in conformity with and fulfilment of the MOU, except in those cases where the Party that supplied such information has restricted or made reservations for their use or dissemination. Under no circumstances, such information would be transferred by one of the Party to a third Party, without the consent in writing of the other Party.

ARTICLE 6: FINANCING

Each Party will cover its expenses relating to activities and programmes carried out by it towards the fulfilment of the objective of this MOU, including its participation in the meetings of Joint Working Group.

ARTICLE 7: DISAGREEMENTS

Disputes concerning the interpretation or application of the MOU provisions shall be settled through direct consultations/negotiations between the Parties on the basis of mutual understanding and goodwill between the Parties.

ARTICLE 8: MODIFICATIONS

The MOU may be amended by mutual written consent of the Parties, specifying the date of entry of such amendments.

ARTICLE 9: TERMINATION

The MOU will remain in force unless either Party expresses its desire to terminate the MOU by giving a written notice. The MOU shall cease to be in force after ninety (90) days of such a notice.

The termination of the MOU shall not affect the completion of the on-going activities and programmes of cooperation that may have been initiated while the MOU was in operation.

ARTICLE 10: VALIDITY

The MOU shall enter into force on the date of signing by both the Parties.

Signed in the city of New Delhi, on Fifth (5) September of the year 2008, in two (2) originals each in Hindi, Spanish and English languages, all the texts being equally authentic. In case of any difference in interpretation, the English text shall prevail.

On behalf of Ministry of Petroleum
and Natural Gas of the Government
of the Republic of India



(MURLI DEORA)
Minister of Petroleum and Natural Gas

On behalf of Ministry of Mines and Energy
of the Government of the Republic of
Colombia



(HERNÁN MARTÍNEZ TORRES)
Minister of Mines and Energy