



**Ministry of Environment  
and Food of Denmark**  
Department



**MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY  
OF ENVIRONMENT AND FOOD OF DENMARK  
AND THE  
MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT OF THE  
REPUBLIC OF COLOMBIA**

The Ministry of Environment and Food of the Kingdom of DENMARK, (hereinafter MEF) and the Ministry of Agriculture and Rural Development of the Republic of Colombia (hereinafter MADR), hereinafter referred to as "the Participants".

WISHING to improve the existing ties of friendship between the two countries by developing cooperation in the field of food and agriculture;

ACKNOWLEDGING the importance of the agricultural and livestock sector, particularly the pig-farming sector in both countries and its role in the economic and sustainable development of rural areas;

ACCORDING to the laws and regulations in force in their respective countries;

HAVE REACHED the following understanding:

**ARTICLE I  
OBJECTIVE**

The objective of this Memorandum of Understanding is to develop sustainable, profitable and competitive animal and food production systems, and improve the marketing conditions for food and agricultural products, through the generalized adoption, or inspired by, the broad Danish experience with regulation, management and control systems pertaining to such sectors in Colombia, thus contributing to improve results in areas such as:

- Sustainability, profitability and productivity in the Colombian pig-farming sector
- Integrated development among markets, the industry and the farms
- Production capacity of the pig-farming sector in Colombia

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- The quality, variety and harmlessness of the products available from the pig-farming sector

## **ARTICLE II COOPERATION ACTIVITIES**

“The Participants” may perform the following cooperation activities:

- a. Exchange of information and scientific and technical documents,
- b. Exchange of information and knowledge in livestock, technological and personnel sciences,
- c. Technological transfer, including training, technical assistance, seminars and workshops,
- d. Collaborative research,
- e. Any other form of cooperation, which must be mutually agreed upon between the Participants.

## **ARTICLE III FINANCING, PERSONNEL AND IMPLEMENTATION**

“The Participants” will endeavor to fund the cooperation activities under this Memorandum of Understanding with resources from their respective budgets, according to their budget availability and national legislation.

All activities described under this Memorandum of Understanding may be implemented by developing specific agreements and project programs between or among the appropriate institutions or organizations of each Participant. Such agreements, programs or projects shall specify, among other things, the objectives, financial agreements and other details regarding the understanding of all the Participants involved.

## **ARTICLE IV PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

“The Participants” shall ensure that any use of intellectual property rights arising from the implementation of this Memorandum of Understanding is done pursuant to the standing laws and regulations of the respective countries.



## **ARTICLE V AGREEMENT FOR THE TRANSFER OF MATERIAL**

Taking into consideration the applicable laws and regulations of the Participants, research materials used for collaboration under this Memorandum of Understanding may be transferred through an Agreement for the Transfer of Material (ATM) and shall be approved by the Participants.

## **ARTICLE VI CONFIDENTIALITY**

1. Each Participant agrees to respect the confidentiality and reserve of all documents, information and other data received from or provided to the other Participant during the implementation period of the Memorandum of Understanding or any other agreement adopted by virtue of this Memorandum of Understanding.
2. The Participants agree that the provision of this Article shall continue to be binding for the Participants, notwithstanding the termination of this Memorandum of Understanding.
3. The provisions of this article shall not impair the Participants' standing laws and regulations.

## **ARTICLE VII LIMITATIONS OF PERSONNEL ACTIVITIES**

Any person participating in activities related to this Memorandum of Understanding shall respect the political independence, sovereignty and territorial integrity of the host nation, and shall avoid any activity that is incompatible with the purposes and objectives of this Memorandum of Understanding.

## **ARTICLE VIII AMENDMENTS**

The provisions of this Memorandum of Understanding may be modified at any time by mutual agreement of the Participants, through written notice from one Participant to the other. Such amendment shall constitute an integral part of this Memorandum of

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Understanding and shall become effective pursuant to the provisions of Article X of this Memorandum of Understanding.

### **ARTICLE IX DISPUTE RESOLUTION**

Any dispute arising from the interpretation and/or implementation of this Memorandum of Understanding shall be settled amicably through consultation or negotiation between the Participants.

### **ARTICLE X ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum of Understanding shall enter into force upon execution hereof by the signatories.
2. This Memorandum of Understanding shall not generate legal obligations for the Participants.
3. This Memorandum of Understanding shall remain in force for a period of five (5) years and shall be automatically extended for a subsequent 2 (two) year period; unless either Participant notifies the other in writing of its intention to terminate this Memorandum of Understanding, at least 6 (six) months prior to the date of termination.
4. Termination of this Memorandum of Understanding shall not affect the validity and the duration of any agreement, program or project undertaken by virtue of this Memorandum of Understanding, until the termination of said agreement, contract and/or activity.

**IN WITNESS WHEREOF**, the undersigned have executed this Memorandum of Understanding.

**SIGNED** in two original counterparts, in Spanish and English, all texts are equally authentic and bear the same legal value.

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KINGDOM OF DENMARK**

**FOR THE MINISTRY OF  
AGRICULTURE AND RURAL  
DEVELOPMENT OF THE  
REPUBLIC OF COLOMBIA**

*Esben Lunde Larsen*

*Aurelio Irigorri*

**MR. ESSEN LUNDE LARSEN**  
Minister

**MR. AURELIO IRAGORRI**  
Minister

Signed on: .....

Signed on: .....

*et*