

**SUPPLEMENTAL AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE  
GOVERNMENT OF THE REPUBLIC OF COLOMBIA  
REGARDING THE STRENGTHENING OF TECHNICAL AND RELATED  
ASSISTANCE FOR SCIENTIFIC, TECHNICAL, AND TECHNOLOGICAL  
COOPERATION AND INNOVATION**

The Government of the United States of America and the Government of the Republic of Colombia (hereinafter referred to as "the Parties"),

Considering that international cooperation between the Parties in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology of both countries;

Desiring to make further efforts to strengthen their respective national research and development policies, as a result of scientific, technical, and technological cooperation;

Considering scientific and technical cooperation, technology and innovation as important conditions for the development of national economies and a basis for expanded trade;

Intending to strengthen their economic cooperation through specific and advanced technology applications;

Recognizing the importance of continued collaboration in research on and application of science, technology, and innovation, as well as the significant mutual benefits that can result from such collaborative research and application;

Considering that the Parties desire to promote coordinated actions to ensure conditions favorable for the development of their peoples and for economic and social advancement, particularly in Colombia;

Wishing to establish and strengthen dynamic and effective international cooperation between scientific organizations and scientists of the two countries;

In furtherance of the objectives of the General Agreement for Economic, Technical and Related Assistance between the Government of the United States of America and the Government of Colombia, signed on July 23, 1962;

Have agreed as follows:

## ARTICLE I

1. The purpose of this Agreement is to expand the technical and related assistance agreed and in place between the Parties, with a view to strengthening the scientific and technological capacities of the Parties, broadening and expanding relations between their scientific and technological communities, and promoting scientific and technological cooperation and innovation in areas of mutual interest, in accordance with the laws of each Party.

2. The principal objectives of this cooperation are to provide opportunities to exchange knowledge, information, skills, and techniques, and to collaborate on the development of scientific and technological research initiatives of mutual interest.

3. Cooperation under this Agreement shall be based on the respective scientific, technological and innovative capabilities of the Parties, and aims to contribute to improved levels of social, economic, scientific, and sustainable development of the Parties.

## ARTICLE II

1. The Parties shall promote cooperation between their respective government agencies and other public research institutions, and shall facilitate and strengthen, by mutual agreement, collaboration between public and private research institutions, research groups, and industry with respect to science, technology, and innovation in matters of mutual interest through, among other activities:

- a. The exchange of scientific, technical, technological, and innovation-related information;
- b. The exchange of scientists, researchers, and specialists on subjects of mutual interest;
- c. The establishment and strengthening of specialized networks on subjects of mutual interest;
- d. The conduct of meetings, workshops, seminars, short visits, publications and work agendas;
- e. The training of human resources at the master's and doctorate levels, and master's, doctoral, and post-doctoral internships;
- f. Collaboration to strengthen the capacity of participants within national science, technology, and innovation systems and at universities and research centers, with a view to achieving the objectives of this Agreement;

- g. Development of projects that will promote innovation and the dissemination and transfer of technology in sectors of mutual interest;
- h. Adoption of mechanisms that will make it possible to establish procedures for generating technological know-how and innovation, and the effective adoption and adaptation of technologies developed in the other Party's country;
- i. Incentives to encourage research, innovation, and technology transfer between the Parties, to the benefit of companies, those of small and medium-size in particular, universities, research centers, and technological development centers, among others;
- j. Promotion of scientific and technological development, and sharing of knowledge by encouraging and fostering ways to enable the participation of, *inter alia*, experts and research centers in the research projects of the other Party;
- k. Development of joint programs and projects designed to ensure environmental protection, biodiversity conservation, and sustainable development; and
- l. Other forms of scientific and technological cooperation and innovation activities as may be mutually agreed upon in accordance with this Agreement.

2. Priority under this Agreement will be given to collaboration that enables the advancement of common goals in science, technology, and innovation and support for partnerships between public and private research institutions and industry.

### ARTICLE III

1. The government agencies and entities designated by the Parties may conclude under this Agreement implementing agreements or arrangements, as appropriate, in specific areas of science, technology and innovation. These implementing agreements or arrangements shall cover, as appropriate, topics of cooperation, procedures for transfer and use of equipment, supplies, and funds, and other relevant issues, in accordance with this Agreement.

2. Nothing in this Agreement, or the projects, programs, or activities thereunder, shall adversely affect the rights and obligations of the Parties under other international agreements.

### ARTICLE IV

Cooperative programs, projects, and activities under this Agreement shall be conducted in accordance with the applicable laws, regulations, and procedures of each Party and shall be

subject to the availability of funds and personnel. Nothing in this Agreement shall be construed to obligate any funds by either Party.

#### ARTICLE V

The Parties shall encourage scientists, researchers, and technical experts from the public or private institutions of each Party's country to develop activities with participants from both countries in accordance with this Agreement, and, with a view toward creating conditions for the building of scientific and technological capabilities in each Party's country.

#### ARTICLE VI

Scientists, researchers, and technical experts from public or private institutions of third countries or international organizations may, in appropriate cases, be invited by agreement of the Parties to participate in projects and programs being carried out under this Agreement; such participation shall be conducted in accordance with the regulations, practices, or requirements of the host Party.

#### ARTICLE VII

1. The Parties agree to consult periodically and at the request of either Party concerning the implementation of this Agreement and the development of their cooperation in science, technology, and innovation.

2. The Government of the United States designates the Department of State as its Agreement Coordinator, and the Government of the Republic of Colombia designates the Ministry of Foreign Relations as its Agreement Coordinator, which shall coordinate its implementation with the Administrative Department for Science, Technology and Innovation – COLCIENCIAS – as the technical focal point. The Agreement Coordinators shall be responsible for conducting administrative affairs and, as appropriate, providing guidance and coordination of activities under this Agreement.

3. For the implementation of this Agreement, the Parties shall establish a Joint Committee on Scientific, Technical, and Technological Cooperation and Innovation, the composition of which shall be determined by the Parties.

4. The Joint Committee shall:

- a. Periodically identify areas of cooperation;
- b. Generate conditions suitable for the implementation of this Agreement;

- c. Facilitate and provide guidance regarding the implementation of joint programs and projects;
- d. Share experiences resulting from the bilateral cooperation covered under this Agreement, and examine proposals for the future development of such cooperation;
- e. Examine the possibility of establishing incentives to promote the transfer of technology among institutions, companies, and other entities; and
- f. Review and follow up on the status of the commitments adopted under this Agreement.

5. If necessary, the Joint Committee shall set up permanent or ad hoc groups of experts for individual areas of the cooperation covered under this Agreement.

6. The Joint Committee shall strive to meet at least once every two years, alternately in the Republic of Colombia and the United States of America, or via other mutually agreed upon means of communication.

7. Each Party shall further designate a Point of Contact for notification and approval for marine and research vessel clearances and expeditiously act upon such requests in accordance with its national laws and regulations, recognizing that such activities substantially advance scientific knowledge.

#### **ARTICLE VIII**

1. Scientific, technological, and innovation-related information resulting from this Agreement may be made available to the global scientific community, through appropriate channels and in accordance with the domestic laws of each of the Parties.

2. The Parties shall ensure adequate and effective protection of intellectual property created or provided under this Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in Annex II, which shall be an integral part of this Agreement.

#### **ARTICLE IX**

1. Each Party shall facilitate, as applicable and in accordance with its laws and regulations, entry into and exit from its territory of appropriate personnel and equipment of the other Party engaged in or used in projects and programs under the Agreement.

2. For the purpose of carrying out cooperative activities under this Agreement, each Party shall, as appropriate and feasible, and in accordance with its laws and regulations, assist in obtaining necessary access to its relevant geographic areas, institutions, data, materials, equipment, and to scientists, specialists, innovators, and researchers.

3. Personnel participating in scientific and technological cooperative projects pursuant to implementing agreements or arrangements under this Agreement shall be subject to the terms of those implementing agreements or arrangements, and may not carry out any other activities that are not part of their duties, or receive any remuneration other than what has been stipulated by the parties to those implementing agreements or arrangements, unless such parties otherwise agree.

4. Experts and other persons visiting the country of the other Party to conduct activities under this Agreement shall be subject during their stay in that country to the laws and regulations in effect in that country.

5. In the event that United States uses or provides any property or funds in support of cooperative activities under this Agreement, the provisions of Article IV(a) of the General Agreement for Economic, Technical and Related Assistance between the Government of the United States of America and the Government of Colombia, signed July 23, 1962, shall apply to those property and funds.

#### ARTICLE X

1. Security measures for sensitive information or equipment and unclassified export-controlled information or equipment transferred under this Agreement are provided for in Annex I (Security Obligations), and shall apply to all activities conducted under this Agreement. Annex I shall be an integral part of this Agreement.

2. Research and development activities related to national security and defense shall require in Colombia the coordination and prior approval of the Ministry of National Defense.

#### ARTICLE XI

Any differences arising between the Parties with respect to the interpretation or application of this Agreement shall be settled through diplomatic channels by means of negotiation and consultation between the Parties.

ARTICLE XII

1. This Agreement shall enter into force on the date of the second communication by means of which the Parties inform one another, via diplomatic channels, of compliance with their domestic legal requirements necessary for entry into force.

2. This Agreement may be amended by written agreement of the Parties. Amendments shall enter into force in accordance with the procedure described in paragraph 1 of this Article.

3. This Agreement may be terminated at any time by either Party upon three (3) months' written notice to the other Party.

4. Termination of this Agreement shall not affect the implementation of any cooperative activity carried out under the Agreement and not completed upon termination of the Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Bogotá, this 9th day of June, 2010, in duplicate, in the English and Spanish languages, each text being equally authentic.

FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA:

FOR THE GOVERNMENT  
OF THE REPUBLIC OF  
COLOMBIA:

  
Hillary Rodham Clinton  
Secretary of State

  
Jaime Bermúdez Merizalde  
Minister of Foreign Affairs

## ANNEX I

### SECURITY OBLIGATIONS

#### I. PROTECTION OF SENSITIVE TECHNOLOGY

Both Parties agree that no information or equipment requiring protection in the interest of national security, defense or foreign relations and classified in accordance with its applicable national laws, regulations or directives shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified by a Party in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials of the other Party, in the case of Colombia this authority is the Ministry of National Defense. The Parties shall consult to identify and implement appropriate security measures for such information and equipment, to be agreed upon by the Parties in writing, in accordance with its applicable laws, regulations, and procedures. The Parties shall, if appropriate, amend this Annex to incorporate such security measures.

#### II. TECHNOLOGY TRANSFER

The transfer of unclassified information or equipment between the Parties shall be in accordance with the relevant laws and regulations of the transferring Party, including the export control laws of the transferring Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements. Export controlled information and equipment shall be marked to identify it as export controlled and shall be accompanied by appropriate documentation identifying any restrictions on further use or transfer of such information or equipment.

## ANNEX II

### INTELLECTUAL PROPERTY RIGHTS

#### I. GENERAL OBLIGATION

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex. Implementing arrangements may further define the mechanisms by which intellectual property is allocated in accordance with this Annex.

#### II. SCOPE

A. This Annex is applicable to all cooperative programs, projects, and activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967, and may include other subject matter as agreed by the Parties.

C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees.

Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

### III.ALLOCATION OF RIGHTS

A. Each Party shall be entitled to translate, reproduce, and publicly distribute in all countries scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. In accordance with Article II.C, the allocation of copyright between a Party and its nationals will be determined by that Party's laws and practices. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in paragraph III.A above, shall be allocated as follows:

(1) Visiting researchers shall receive intellectual property rights in accordance with applicable national laws and regulations, and policies of the host institution. Likewise, They shall receive awards, bonuses and royalties in accordance with the policies of the host institution.

(2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.B(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory a right to exploit or license intellectual property created in the course of the cooperative activities.

(c) The rights of the Parties in other countries shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III.B(2)(a) and (b) above, if either Party believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of one of the Parties, the Parties or their designees shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation

on the project in question shall be terminated at the request of either Party. Creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall promptly disclose the invention to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay the filing of a patent application or publication or public disclosure of the above mentioned documentation or information (other than publication or public disclosure of a patent application) for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the above mentioned delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

#### **IV. BUSINESS CONFIDENTIAL INFORMATION**

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business -confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.