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**SPECIAL AGREEMENT FOR TECHNICAL TRAINING
FOR
'Deforestation and Biomass Monitoring Using Remote Sensing in Colombia for REDD
MRV' PROJECT**

This Agreement is made between the Japan Aerospace Exploration Agency (hereinafter referred to as "JAXA"), and the Institute of Hydrology, Meteorology, and Environmental Studies (hereinafter referred to as "IDEAM") (hereinafter referred to collectively the "Parties," or individually a "Party").

Whereas, the Parties mutually agreed to enter into the AGREEMENT BETWEEN THE JAPAN AEROSPACE EXPLORATION AGENCY AND THE INSTITUTE OF HYDROLOGY, METEOROLOGY, AND ENVIRONMENTAL STUDIES ON COOPERATION IN THE ALOS KYOTO AND CARBON INITIATIVE (PHASE 3) (hereinafter referred to as the "KC-3 Agreement") on [March 29, 2013];

Whereas IDEAM desires to receive certain technical training from JAXA for deforestation monitoring and forest classification using ALOS PALSAR for REDD activities (hereinafter referred to as the "Training") in connection with the 'Deforestation and Biomass Monitoring Using Remote Sensing in Colombia for REDD MRV' PROJECT (hereinafter referred to as the "Project");

Whereas JAXA is willing to provide such Training under the Project upon the terms and conditions set forth under this Agreement that includes special provisions on the KC-3 Agreement;

NOW, THEREFORE, the Parties mutually agree to enter into this Agreement in accordance with the terms and conditions stated herein.

Article 1. Definitions

- 1.1 "JAXA MRV Software" means the computer software program for analysing ALOS PALSAR mosaic data developed by JAXA together with all enhancements, modifications and improvements thereto as may from time to time be made by JAXA.
- 1.2 "ALOS PALSAR mosaic data" means 25m ALOS PALSAR FBD mosaic data from 2007-2011 over Colombia.
- 1.3 "Ground truth data" means ground truth data over selected sites in Colombia that includes biomass data and auxiliary information required for Training.

Article 2. JAXA MRV Software

- 2.1 JAXA will make reasonable efforts to provide JAXA MRV Software to IDEAM for Training on an "as is" basis.
- 2.2 JAXA shall grant to IDEAM a non-exclusive, non-transferable, royalty-free right and license to use the JAXA MRV Software for the purpose of the Project. IDEAM may not allow to use

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the JAXA MRV Software to any third party, except for the participants of the Project. Upon termination of the Project, IDEAM may continue to use the JAXA MRV Software only for IDEAM's own non-military and non-commercial purposes.

- 2.3 Copyright and full ownership of JAXA MRV Software shall at all times remain in JAXA.
- 2.4 JAXA makes no warranties or representations with respect to JAXA MRV Software, any proprietary rights therein, and results or products generated by JAXA MRV Software, disclaims all express or implied warranties, including but not limited to fitness for a particular purposes.
- 2.5 IDEAM will make reasonable effort to inform JAXA of any suggestion and proposal for development, modification or improvement relating to JAXA MRV Software. IDEAM also will cooperate JAXA to collect comments on JAXA MRV Software for development, modification and improvement from users of JAXA MRV Software.
- 2.6 When releasing public information in connection with results or products generated by JAXA MRV Software, IDEAM shall express that such results or products have been generated by JAXA MRV Software.

Article 3. ALOS PALSAR mosaic data

- 3.1 JAXA will make reasonable efforts to provide ALOS PALSAR mosaic data to IDEAM under Article 5b) of the KC-3 Agreement. All terms and conditions of the KC-3 Agreement that apply to the ALOS PALSAR mosaic data shall also apply to handling of ALOS PALSAR mosaic data under the Project, and IDEAM shall comply with such terms and conditions. Provided, however, notwithstanding any provision to the contrary in the KC-3 Agreement, IDEAM shall not be prevented from using, duplicating and distributing the ALOS PALSAR mosaic data for sole purpose of the Training.
- 3.2 Upon termination of the KC-3 Agreement, JAXA will make reasonable efforts to provide ALOS PALSAR mosaic data necessary for the Training to IDEAM on the condition that IDEAM continues to comply with terms and conditions which shall be substantially the same as those set forth under the previous paragraph Article 3.1.

Article 4. Ground truth data

- 4.1 IDEAM will make reasonable efforts to provide the ground truth data for the Training upon request from JAXA after mutual consultation of the Parties. All terms and conditions of the KC-3 Agreement that apply to the ground truth data provided under the KC-3 Agreement shall also apply to handling of the ground truth data provided for the Project, and JAXA shall comply with such terms and conditions.
- 4.2 Subject to terms and conditions which shall be substantially the same as those set forth under the previous paragraph Article 4.1, JAXA may use the ground truth data provided under Article 6c) of the KC-3 Agreement for the sole purpose of the Training.

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Article 5. Settlement of Disputes

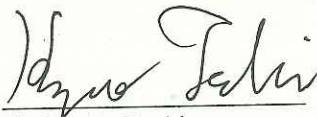
The Parties agree to put forth their best efforts to settle any dispute, controversy, or difference arising out of, in connection with, or resulting from the intellectual property jointly developed by the Parties during the course of the Project, this Agreement and the Training by good faith negotiations. Should the Parties fail to resolve such a dispute, such dispute shall be resolved in a manner to be agreed by the Parties.

Article 6. Term

This Agreement shall enter into force upon the date of the last signature of the Parties and remain in force until the termination of the Project. Provided, however, that terms and conditions in this Agreement that apply to matters upon the termination of the Project shall survive after the termination of this Agreement.

IN WITNESS WHEREOF the Parties have caused their duly authorized representatives to execute two originals of this Agreement in the English language.

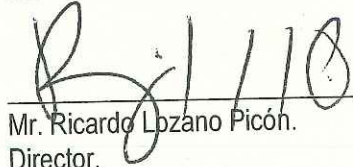
For the
Japan Aerospace Exploration Agency



Mr. Kazuo Tachi,
Director,
Program Management and
Integration Department,
~~Space~~ Applications Mission Directorate I
Satellite

DATE Aug. 23, 2013

For the
National Meteorological, Hydrologic
and Environmental Institute



Mr. Ricardo Lozano Picón,
Director.

The Institute Of Hydrology,
Meteorology and Environmental
Studies-IDEAM.

DATE 28 FEB 2013

Revisó y Aprobó: María Claudia García/Subdirectora Estudios Ambientales
Paola Bernal/ Asesora de Cooperación Internacional
Ederson Cabrera y Gustavo Galindo/Proyecto REDD Colombia.

