



Instituto de Hidrología,
Meteorología y
Estudios Ambientales

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ENERGY AND RESOURCES INSTITUTE
REPUBLIC OF INDIA
AND
THE INSTITUTE OF HYDROLOGY, METEOROLOGY AND
ENVIRONMENTAL STUDIES,
REPUBLIC OF COLOMBIA**

The Energy and Resources Institute (hereafter "TERI"), and the Institute of Hydrology, Meteorology and Environmental Studies of Colombia (hereafter "IDEAM"), Hereinafter individually referred to as "Party" and collectively as "Parties".

Considering that IDEAM's mission is to generate knowledge and information about the state of natural resources and hydrometeorological conditions across the country for the decision-making of the population, authorities, economic and social sectors of Colombia.

Considering that IDEAM's aim is that all Colombians and inhabitants of the world, national, regional and local authorities, as well as the productive sectors have hydrometeorological, oceanographic and environmental information of the country, timely and reliable, with easy access and useful for decision-decisions related to sustainable development, the conservation of ecosystems and reducing risks.

Considering that in its activities, IDEAM is responsible for conducting studies and research related to the effects caused by climate change on the environment, the economic and the social sectors, and establishes adaptation measures and

mitigation options. That also is in charge of Colombia's National Communications to the United Nations Framework Convention on Climate Change, and is the focal point of the country to the Intergovernmental Panel on Climate Change (IPCC).

Considering TERI was formally established in 1974 with the purpose of tackling and dealing with the immense and acute problems that mankind is likely to face within in the years ahead.

Considering TERI is one of the first developing country institutions to launch research activities in the area of climate change, as early as 1988. Initial activities focused upon awareness generation and capacity building for different stakeholders, viz., governments, industries and civil society organizations.

Considering through its research, TERI has made significant contribution to the international climate debate, and in bringing out developing country perspective. TERI researchers have also contributed to the IPCC process in various ways.

Desirous to contribute to a better understanding of the behavior of the Earth and to develop integrated and sustainable solutions based on technical, social and economic sciences, for problems related to climate change, among others.

Desirous of participate jointly in projects in the areas of hydrology, air quality, climate change, and assessment of adaptation measures, among others.

Therefore, the PARTIES observing their common research interests, their need to provide scientific and technical information about the risk of climate change, its potential environmental and socioeconomic consequences, and possible options for adapting to these impacts or mitigate their effects, have agreed as follows:

ARTICLE 1. SCOPE AND OBJECTIVES

Agree on the Knowledge sharing and capacity development in the areas of common interest in the terms set forth in the present Memorandum of Understanding (hereafter MOU).

The purpose of this MOU is to provide a framework for the exchange of scientific and technical knowledge and increase the scientific and technical capacity of TERI and IDEAM.

ARTICLE 2. COOPERATION ACTIVITIES

The cooperation may include but is not necessarily limited to knowledge sharing and capacity building activities and pilot projects in the following areas:

A. Climate Change Research

B. Modeling of air quality;

- C. Modeling climate change scenarios;
- D. Assessment of adaptation measures;
- E. Water resources.

ARTICLE 3. IMPLEMENTATION OF JOINT ACTIVITIES.

To achieve the above, on a yearly basis, the Parties will prepare time-bound and output focused Work Plans.

The Parties will each nominate a representative responsible for the coordination of joint activities and the management of this MOU. These representatives will consult each other at least once per year and will report the activities under this MOU to the management of the Parties. The report may include technical activities, advances and products. The representatives will not be responsible for administrative and financial reports.

The representatives will promote the objectives and activities of this MOU and facilitate communication and understanding between the Parties

This MOU, including any Work Plan agreed hereunder, does not constitute any fiscal or funding obligation between the Parties, nor any commitment for any Party to perform services. This MOU shall not constitute any legal obligation and/or commitment, unless agreed otherwise in writing.

ARTICLE 4. PUBLICATIONS

The Parties will take steps to ensure that relevant data and research findings are published, provided that author or institution's rights and copyrights and other intellectual property rights are respected. All publications within the framework of this MOU shall mention the names and logos of the Parties.

ARTICLE 5. CONFIDENTIALITY

When the developing of a project requires information protected by intellectual property rights belonging to a party, that information will be used solely to meet the activity planned for the Project, and may only be transferred or shared with third parties when authorized writing by the Party owning.

The party availing intellectual property of the other Party, shall comply with all directions, instructions and reasonable specifications for the owner to use.

ARTICLE 6. MODIFICATIONS

The Parties may by mutual agreement make written changes to the contents of this Memorandum, all amendments must indicate the date on which they take effect.

ARTICLE 7. SETTLEMENT OF DISPUTES.

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

A Party which considers that a dispute has arisen must notify the other Party in writing stating briefly the details of the conflict. During the month following the receipt of the above notification, representatives of the Parties with authority to settle disputes should meet at least once to try to reach a solution.

ARTICLE 8. EFFECTIVE AND TERMINATION

This Memorandum shall enter into force when signed by both parties and shall remain in force for five (5) years with an automatic renewal for five (5) years unless otherwise agreed in writing. It may be terminated at any time by either Party in ninety (90) days after written notice to the other Party. Unless otherwise agreed, termination of this Memorandum shall not affect the validity and duration of projects being carried out under the Memorandum and commenced prior to such termination.



Dr. R.K PACHAURI
Director General
TERI
Date: _____



Dr. OMAR FRANCO
Director General
IDEAM
Date: _____