

BANCOLDEx 

Indonesia  **Eximbank**

MEMORANDUM OF UNDERSTANDING

BETWEEN

BANCÓLDEX

AND

**INDONESIA EXIMBANK
(LEMBAGA PEMBIAYAAN EKSPOR
INDONESIA)**

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on /08/2019 between

Indonesia Eximbank also known as **Lembaga Pembiayaan Ekspor Indonesia**, a special financial institution established according to and based on Act of the Republic of Indonesia Number 2 year 2009 concerning Lembaga Pembiayaan Ekspor Indonesia (Indonesia Eximbank), having its place of business at Prosperity Tower, 1st Floor, District 8, SCBD Lot 28, Jl. Jend. Sudirman Kav. 52-53, Senayan, Kebayoran Baru, Jakarta Selatan 12190, Indonesia (hereinafter called "**INDONESIA EXIMBANK**"), of the other part.

And

BANCO DE COMERCIO EXTERIOR DE COLOMBIA S.A., a corporation, state owned, duly organized and validly existing under the laws of Colombia with its registered address at Calle 28 # 13 A - 15 (hereinafter referred to as **BANCÓLDEX**).

INDONESIA EXIMBANK and BANCÓLDEX are hereinafter referred to individually as "**Party**" and collectively referred to as "**Parties**")

WHEREAS

- A) INDONESIA EXIMBANK is a special financial institution, especially established to support the government policy to promote national export program through providing financing, guarantee and/or insurance for any enterprises as well as individual.
- B) BANCÓLDEX is a financial institution focused on promoting business growth and foreign trade. As Business Development Bank of Colombia, we support MiSMEs productivity, promotes exports, encourages environmental sustainability and strengthens the creative economy, in order to boost the country's economic growth.
- C) The Parties wish to enter into this MOU outlining their intentions.

NOW, THEREFORE, it is the understanding of the Parties hereto to enter into this MOU for cooperating as follows:

Article-1 Definitions and interpretation

- 1.1 In this MOU, except where the context otherwise requires, each of the following terms shall have the meaning assigned to it hereunder.



“Intellectual Property”:

all intellectual property and all rights therein in any part of the world including, without limiting the generality of the foregoing, trade mark, trade mark application, trade name, trade secret, business name, copyright, technical information, including rights in computer software and data base and topographic data rights.

“Scope of Cooperation”:

the scope detailed in article 3 hereof.

- 1.2 The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.

Article-2 Purpose

- 2.1 Having regard to the respective objectives, functions, policies and procedures of each Party, the purpose of this MOU is to provide a general framework for facilitating collaboration and cooperation between the Parties.
- 2.2 This MOU sets out matters of agreed principles reflecting the spirit of cooperation between the Parties and specifying each Party's respective role and responsibility in furtherance of the Purpose.
- 2.3 However, the purpose of this MOU is strictly limited to expressing the desire of the Parties for cooperation and is not intended to impose any legal obligation of any nature on either Party. Any obligation or commitment on any Party will be subject to each Party's internal policies and approvals. The Parties may, but are not obliged to, enter into separate formal legally binding agreements in relation to their various joint activities, which will fully document the rights and obligations on each Party.

Article-3 Scope of Cooperation

- 3.1 Within the context of their respective mandates, objectives and procedures, the Parties anticipate that their collaboration will focus on a number of specific areas best fitting their respective strategies and mandates.
- 3.2 Cooperation will be considered on a case-by-case basis, on the merit of each case and within the limitations of the mandate and resources of each Party.
- 3.3 Any other activities and programs in areas of mutual interest, which the Parties may jointly devise such as sharing information on the monitoring and evaluation of programs.

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- 3.4 It is intended that this MOU should interpret and apply generally; however, if required, the Parties may mutually agree to adopt additional arrangements to meet specific and urgent needs in relation to a particular activity.

Article-4 Effectiveness and Duration

This MOU shall be effective from the date of signature of the Parties (the "Effective Date") and shall remain in effect for three years or until it is terminated by any Party.

Article-5 Termination

This MOU may be terminated by either Party by giving 30 (Thirty) business days written notice to the other Party in advance.

Article-6 Rights and Liabilities on Termination

Termination of this MOU shall not prejudice or affect the rights or claims or liabilities of either Party accrued prior to such termination and any other arrangement or agreement signed pursuant to this MOU shall subsist and be governed by the terms of that agreement upon termination of this MOU.

Article-7 Confidentiality

- 7.1 Except as otherwise provided in this Article, the terms and conditions of this MOU, all data, reports, records and other information of any kind whatsoever developed or acquired by any Party in connection with this MOU shall be treated by the Parties as confidential (the "Confidential Information"). No Party shall reveal or otherwise disclose such Confidential Information to any third Party without the prior written consent of the other Party. The foregoing restrictions shall not apply to the disclosure of necessary Confidential Information to any affiliate of the Parties, any public or private financing agency or institution and employees and advisors of the Parties or any disclosures required by law, regulation or order. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.
- 7.2 Should a Party be required to disclose Confidential Information to any local, provincial or national government, appropriate agencies and departments thereof, or to any stock exchange on which that Party's interest may be listed or quoted, to such extent as may be required by any law, applicable rules or in response to a legitimate request for such Confidential Information, the Party so obliged shall immediately notify the other Party of the requirement and the extent thereof prior to the disclosure thereof. The other Party shall be entitled to object to the disclosure and to reasonably limit the nature and extent of any confidential information to be disclosed on such terms as it may reasonably determine.



- 7.3 The provisions of this MOU regarding the Confidential Information shall not apply to the disclosure of information which:
- a. is within the public domain on the Effective Date;
 - b. subsequently becomes part of the public domain through no fault of the receiving Party;
 - c. the receiving Party can show to have been in its possession prior to the disclosure thereof under this MOU; or
 - d. The receiving Party receives such Information from a third party not bound by this MOU.

7.4 The Parties shall at all-time keep the Confidential Information in a safe place

Article-8 Ownership of Documents

All plans, reports and other documents prepared by each Party and shared with the other Party shall remain the property of that Party that prepared it. Each Party may retain copies of such documents but shall not use them for purposes unrelated to this MOU without the prior written consent of the Party that prepared it.

Article-9 Financial or Legal Commitment – Exclusivity

- 9.1 Nothing in this MOU shall constitute a financial or legal commitment. Any future mandate, contract, project, operation or arrangement aimed at the implementation of this MOU, shall be approved by the Parties in accordance with their respective rules and regulations.
- 9.2 Nothing in this MOU is intended to or shall be deemed to establish an exclusive relationship between the Parties or to restrict any activities that either Party would otherwise be able to undertake.

Article-10 Entire Understanding

This MOU (together with the annexes and any documents referred to herein) shall constitute the whole understanding between the Parties and shall supersede any previous agreements or arrangements in respect of the scope of cooperation.

Article-11 Nature of Relationship

This MOU does not create a partnership, joint venture or agency between the Parties and neither Party shall be liable for the debts of the other Party, howsoever incurred.



Article-12 Settlement of Claims

Any dispute between the Parties to this Agreement and any claim by any such Party against the other Party arising under this MOU shall be settled amicably through consultation and due consideration to the mutually beneficial achievement of the Purpose of this MOU.

Article-13 Privileges and Immunities

Nothing in this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Parties.

Article-14 Notices

- 14.1 Each notice, demand or other communication to be given or made hereunder between the Parties shall be in writing and delivered or sent to the relevant Party at its address, by registered mail, via e-mail or fax number set out in Article 15.3 of this MOU.
- 14.2 Each notice or other communication under this MOU shall be in writing in the English language. Any other document required to be delivered under or in connection with this MOU shall be either in English or be accompanied by a certified translation into English.
- 14.3 Any notice, request, approval or consent required or permitted to be given or made pursuant to this MOU shall be in writing. Any such notice, request, approval or consent shall be deemed to have been duly given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or fax to such Party at the following address:

For BANCÓLDEX

Calle 28 # 13 A 15

Attn. to:

Head of Cooperation & International Relations Office

Tel. No.: (57-1) 4863000 Ext. 2280

Fax No.: (57-1) 2862451 / 0237

Email:

laura.lanz@bancoldex.com

Web : <https://www.bancoldex.com/>

For INDONESIA EXIMBANK

Prosperity Tower, 1st Floor, District 8, SCBD Lot 28, Jl. Jend. Sudirman Kav. 52-53, Senayan, Kebayoran Baru, Jakarta Selatan 12190

Attn. to:

Head of Institutional & International Relation

Tel. No.: (+62-21) 39503600

Fax No.: (+62-21) 39503699

E-mail:

iir@indonesiaeximbank.go.id

Web : www.indonesiaeximbank.go.id



14.4 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) business days.

ARTICLE 15 – AMANDMENT

Any change and/or variation in any terms and conditions of this MoU shall be effectively valid only after execution of a written amendment, duly executed by the Parties.

ARTICLE 16 – LANGUAGE

This MoU is made in English in two originals, one for each Party

[END OF ARTICLES]

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name.

EXECUTION PAGE

IN WITNESS WHEREOF, the Parties, each acting through its duly authorized representative, have signed this MOU on the respective dates specified below, in a set of two original counterparts in English, on the day and year first above written.


**FOR AND ON BEHALF OF THE
INDONESIA EXIMBANK**



Sinthya Roesly
Executive Director
Indonesia Eximbank



**FOR AND ON BEHALF OF THE
BANCÓLDEX**



Javier Diaz Fajardo
President (CEO)
Bancóldex

