

**MEMORANDUM OF COOPERATION BETWEEN THE MINISTRY OF
AGRICULTURE, FORESTRY AND FISHERIES OF JAPAN AND THE MINISTRY OF
AGRICULTURE AND RURAL DEVELOPMENT OF THE REPUBLIC OF COLOMBIA
ON COOPERATION IN AGROTECHNOLOGY, INVESTMENT AND TRADE**

The Ministry of Agriculture, Forestry and Fisheries of Japan and the Ministry of Agriculture and Rural Development of the Republic of Colombia (hereinafter referred to collectively as the “Participants” and individually as a “Participant”).

According to the prevailing laws and regulations in their respective States,

Desiring to strengthen and promote cooperation between the Participants in the areas of agricultural and agroindustry under a sustainable production scheme and mutually beneficial manner, and,

Recognizing the importance of promoting, the investment and trade in these areas through strengthening, and through cooperation among public actors in the agricultural and the agro-industrial sectors in the agricultural investment of both States,

Have reached the following recognition:

PARAGRAPH 1 – OBJECTIVE

Through this Memorandum of Cooperation, the Participants will make their best efforts to establish, within the scope of their respective competences, a mechanism for promotion of cooperation through fluent and effective dialogues in the public and private sectors in the areas of agriculture and agroindustry.

PARAGRAPH 2 – AREAS OF COOPERATION

The priority areas of cooperation are as follows:

- a) Technology, innovation and science
- b) Food security
- c) Sustainable production and trade
- d) Exchange of information and experiences in agriculture and family farming public policies
- e) Non-tariff measures and other common issues between the two countries
- f) Business and investment promotion and
- g) Any other as mutually decided by the Participants

PARAGRAPH 3 – FRAMEWORK

- 3.1. In order to implement this Memorandum of Cooperation, the Participants may to establish a “*Joint Committee on Agriculture and Agricultural Investment*”, which will be in charge of coordination of activities to be developed in the framework of this Memorandum of Cooperation.
- 3.2. The Participants will exchange information, opinions and expertise, and promote cooperation in the areas provided in Paragraph 2 through joint activities.

PARAGRAPH 4 - IMPLEMENTATION

- 4.1. The *Joint Committee on Agriculture and Agricultural Investment*, may meet once annually, in principle, unless otherwise decided by the Participants.
- 4.2. The Participants may invite the public and private sectors when and where it will be appropriate. The participation of each sector may be decided by the Participants, according to the aims of the meeting and the matters to be discussed.
- 4.3. The meeting may be held in person or in virtual manner as decided by the Participants.
- 4.4. The Participants will make their best efforts to decide the agenda, date, place and other conditions of the meetings sufficiently in advance.

PARAGRAPH 5 - BUDGET

- 5.1. The expenses generated as result of the execution of this Memorandum of Cooperation will be borne by each Participant subject to their budget availability, in accordance with their national law.
- 5.2. The Participants recognize that considering the nature of this Memorandum of Cooperation, it does not imply any financial commitment between the Participants.
- 5.3. The financial aspects of the activities carried out under this Memorandum of Cooperation may be decided in writing by the Participants in accordance with their national law.

PARAGRAPH 6 - NATURE OF THE MEMORANDUM OF COOPERATION

- 6.1. This Memorandum of Cooperation should not create any binding rights or obligations for the Participants and should not affect the obligations arising from any other bilateral or multilateral agreement of each State or of the Participants.
- 6.2. This Memorandum of Cooperation, and the activities arising from it, should be developed within the functional competences of the Participants, in accordance with their respective national laws, and should not generate international obligations for them or their respective States.

PARAGRAPH 7 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY OF INFORMATION

- 7.1. Any intellectual property matters related with the implementation of this Memorandum of Cooperation will be dealt in accordance with the legislation of both States and the applicable international conventions.
- 7.2. In the event that a right related to intellectual property arises by the implementation of this Memorandum of Cooperation and it is not possible to award them jointly, the Participants may decide by mutual consent to process them in accordance with the legislation of both States.
- 7.3. The Participants will strive to protect information considered as confidential or protected against disclosure in accordance with their respective national laws unless otherwise mutually decided to make available the information to third parties.
- 7.4. The Participants should promote the protection of personal data and promote the required authorizations in accordance with their respective national laws.

PARAGRAPH 8 - INTERPRETATION AND IMPLEMENTATION

This Memorandum of Cooperation may be interpreted and implemented in accordance with the respective national laws of the Participants and does not create any international obligations for either of the Participants.

PARAGRAPH 9 – DISPUTE SETTLEMENT

Any difference arising in the interpretation and implementation of this Memorandum of Cooperation should be resolved between the participants following the principle of good faith and common intention between them. The Participants should strive to seek amicable solutions by all possible means, based on the spirit of mutual cooperation that inspires the Participants when signing this Memorandum.

PARAGRAPH 10 - MODIFICATION

- 10.1. The Participants may, by mutual consent, completely or partially, request the modification or revision of this Memorandum of Cooperation by written notice.
- 10.2. The modifications will form an integral part of this Memorandum of Cooperation.
- 10.3. The date on which the modifications will be made may be jointly determined by the Participants in writing.

PARAGRAPH 11 - DURATION

- 11.1. The cooperation activities under this Memorandum of Cooperation should commence from the date of this signature and should continue for five (5) years. It will be automatically extended for five (5) subsequent years, unless one of the Participants notifies the other Participant in writing of their intention to discontinue this Memorandum of Cooperation at least three (3) months before the discontinuation.
- 11.2. Unless otherwise decided, the discontinuation of this Memorandum of Cooperation will not affect the duration of any ongoing cooperative activities, which will continue to be carried out until their completion.

The Participants sign this Memorandum of Cooperation in three (03) original copies in Japanese, Spanish and English. The English version will prevail over the Japanese and the Spanish versions.

Signed in Tokyo, Japan, on the 4th of September 2025.

**FOR THE MINISTRY OF
AGRICULTURE, FORESTRY AND
FISHERIES OF JAPAN**

KOIZUMI Shinjiro

**Minister of Agriculture,
Forestry and Fisheries**

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

Martha Viviana Carvajalino Villegas

**Minister of Agriculture and
Rural Development**