**MEMORANDUM OF UNDERSTANDING, INTERINSTITUTIONAL COOPERATION, TECHNICAL ASSISTANCE AND COMPLEMENTARITY ENTERED INTO BY THE MINISTRY OF EMERGENCY MANAGEMENT OF THE PEOPLE’S REPUBLIC OF CHINA AND THE NATIONAL UNIT FOR DISASTER RISK MANAGEMENT OF COLOMBIA**

This memorandum of understanding is entered into by the **NATIONAL UNIT FOR DISASTER RISK MANAGEMENT (UNGRD)**, headquartered in Bogotá, a special administrative unit with legal personality, administrative and financial autonomy, and its own assets, part of the decentralized level of the executive power of the National Government, attached to the Administrative Department of the Presidency of the Republic of Colombia, created by Decree 4147 of November 3, 2011, hereinafter referred to as **UNGRD**, represented for the purposes of this document by its Director General, **CARLOS CARRILLO ARENAS**, duly authorized in accordance with numeral 10 of article 11 of Decree 4147 of 2011; and the **MINISTRY OF EMERGENCY MANAGEMENT OF THE PEOPLE’S REPUBLIC OF CHINA**, represented for these purposes by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, identified with **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** issued in **\_\_\_\_\_\_\_\_\_\_\_**, in the capacity of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (position), who hereinafter shall be jointly referred to as “**The Parties**,” considering the following:

**CONSIDERATIONS**

**Whereas** international cooperation is essential to strengthen disaster risk management and emergency response capacities; and whereas both Colombia and China have expressed their interest in strengthening relations in this field, recognizing that both countries face significant challenges due to their diverse geography and vulnerability to natural disasters such as earthquakes, floods, and landslides; and whereas such collaboration will enable the sharing of valuable experiences and the development of joint strategies to improve preparedness and emergency response, benefiting not only the institutions involved but also local communities.

**Whereas** prior efforts by both nations to exchange knowledge and experiences in disaster risk management, as well as their joint participation in international forums on the subject, have facilitated the creation of a solid network of shared experts and resources. These efforts have led to successful projects that have strengthened emergency response capacity in both countries, highlighting the importance of continuing this collaboration to face new challenges.

**Whereas** both countries are committed to the Sustainable Development Goals (SDGs), particularly those related to disaster risk reduction and resilience building in the face of adverse events, highlighting their commitment to SDG 13 (Climate Action) and SDG 11 (Sustainable Cities and Communities). This commitment is reflected in national policies that prioritize the integration of climate risk into both urban and rural planning, ensuring more resilient communities to future disasters.

**Whereas** this memorandum is signed in accordance with the current legal provisions in each country, respecting national sovereignty and respective institutional competences, and ensuring that all activities carried out under this agreement align with internal regulations. This ensures that any joint action respects existing legal frameworks and promotes institutional strengthening without compromising national autonomy.

**Whereas**, in the case of the Republic of Colombia, disaster risk management is primarily governed by Law 1523 of 2012, which establishes the National Policy for Disaster Risk Management and organizes the National Disaster Risk Management System, as well as Decree 1081 of 2015, which compiles and regulates provisions on the subject, outlining the responsibilities and functions of the National Unit for Disaster Risk Management (UNGRD) throughout the national territory.

**Whereas,** in the People’s Republic of China, disaster risk management and emergency response are based on a legal framework consisting, among others, of the Emergency Response Law, the Flood Control Law, the Disaster Prevention and Reduction Law, and specific regulations issued by the Ministry of Emergency Management, which establish the responsibilities of national and local authorities for disaster prevention, mitigation, and response, ensuring institutional coordination and the protection of people and property.

**Whereas** there is a common interest in strengthening institutional capacities to effectively prevent, mitigate, and respond to natural and man-made disasters through technical and scientific cooperation. This includes the development of joint training programs for technical staff, the exchange of advanced technologies for monitoring and early warning, and the implementation of integrated systems that improve operational efficiency during emergencies.

**Recognizing** the mutual benefits derived from the exchange of innovative technologies, best practices, and successful experiences in risk management, which not only improve the operational capacities of both parties but also foster an environment conducive to continuous innovation. This exchange will allow for the adaptation of proven technologies to specific local contexts, optimizing available resources for more effective risk management.

**Considering** the importance of promoting community resilience through joint training, education, and awareness programs, involving local communities in risk management processes. This includes the development and implementation of participatory strategies that empower communities to act proactively in the face of risks, ensuring their inclusion at all stages of the process, from planning to execution.

**BACKGROUND**

Both nations have actively participated in international forums on disaster risk management, which has enabled a continuous exchange of experiences and best practices. This common background includes participation in conferences organized by the United Nations Office for Disaster Risk Reduction (UNDRR) and other international organizations, where innovative strategies for disaster mitigation and response have been discussed.

In recent years, both countries have advanced in technological and scientific exchanges, sharing innovative technologies for the prediction and monitoring of natural disasters. This exchange has improved operational and technical capacities, benefiting the institutions responsible for risk management in both countries.

Joint projects have been developed to address critical issues such as climate change, infrastructure vulnerability, and post-disaster recovery. These projects have been fundamental in establishing a solid foundation for broader and more effective future collaborations.

Through various previous collaborations, both nations have worked on institutional strengthening through joint training, education, and professional development programs for technical personnel, improving their ability to effectively manage and respond to emergency situations.

Recognizing that international cooperation is a valuable asset to strengthen national capacities and promote common interests, the Parties agree to the following:

ARTICLE I

**OBJECTIVE**

The purpose of this **MEMORANDUM OF UNDERSTANDING** is to join efforts between the **MINISTRY OF EMERGENCY MANAGEMENT OF THE PEOPLE’S REPUBLIC OF CHINA** and the **NATIONAL UNIT FOR DISASTER RISK MANAGEMENT OF COLOMBIA**, in order to coordinate actions, efforts, capacities, and knowledge to improve disaster risk management, response, and resilience of institutions, organizations, and communities, within the framework of the National Disaster Risk Management System, establishing joint coordination in the development of complementary, collaborative, technical assistance, and cooperation activities of mutual interest to both institutions, contributing to the achievement of their respective objectives related to risk knowledge, reduction, and disaster management

ARTICLE II

**SCOPE**

**ON AGREEMENTS AND TOPICS.** Within their institutional goals and objectives, the Parties express their desire to cooperate, assist, and complement each other in joint actions, as agreed upon, particularly in the following areas:

1. **Capacity Building:**
	* Exchange of Knowledge: Promote the exchange of experts, best practices, and innovative technologies.
	* Joint Training: Design and implement training and capacity-building programs tailored to local needs, including those of communities.
	* Knowledge Networks: Create regional networks that facilitate access to information and shared experiences.
2. **Research and Development:**
	* Joint Projects: Fund research on priority topics such as climate change and infrastructure vulnerability.
	* Risk Observatories: Create observatories to monitor and analyze risk trends.
	* Promotion of Innovation: Promote innovation through incubators and idea contests.
3. **Disaster Risk Management and Reduction:**
	* Early Warning Systems: Develop integrated systems that address multiple hazards.
	* Contingency Plans: Develop joint plans for large-scale events.
	* Rapid Response Teams: Form specialized regional teams.
4. **Recovery, Rehabilitation, and Reconstruction:**
	* Recovery Frameworks: Establish frameworks that promote sustainable and inclusive reconstruction.
	* Strengthening Local Governance: Support community participation in recovery processes.
	* Private Investment: Promote private investment in recovery processes.
5. **Awareness, Education, and Communication:**
	* Communication Campaigns: Implement campaigns to raise risk awareness.
	* Educational Materials: Develop materials targeting various audiences.
	* Strengthening Media: Support media in disseminating information.
6. **International Cooperation:**
	* Resource Mobilization: Seek funding through multilateral funds, bilateral cooperation, and public-private partnerships.
	* South-South Cooperation: Within this Memorandum, South-South Cooperation consists exclusively of the exchange of experiences and knowledge between the Parties.
	* Preventive Diplomacy: Use diplomacy to address underlying risk factors.
7. **Cross-Cutting Approach:**
	* Equity: Ensure that benefits reach the most vulnerable groups.
	* Knowledge Management: Establish systems for collecting and sharing information.
	* Monitoring and Evaluation: Implement mechanisms to measure impact and adjust strategies.

ARTICLE III

**COORDINATION**

For the implementation of this memorandum of understanding, the Parties will act by mutual agreement by forming a Coordination Committee, for which it will be necessary to establish a cooperation agenda outlining activities, meetings, training exchanges, visits, and other joint actions deemed necessary and contemplated within its scope, as well as required guarantees and timelines.

The decisions made by the Coordination Committee (including the structure of the cooperation agenda) must be signed by the authorities of the Parties and will remain under their supervision.

Each Party shall formally appoint its representatives to the Coordination Committee, who must be officials with decision-making authority and experience in disaster risk management. On behalf of the National Unit for Disaster Risk Management of Colombia, the Committee shall be composed of the Director General or their delegate and up to three additional officials designated by the Directorate. On behalf of the Ministry of Emergency Management of the People's Republic of China, the Committee shall be composed of the Minister or their delegate and up to three additional officials designated by that authority. The Parties may jointly invite technical experts or representatives from other entities when the nature of the topics to be discussed so requires. Each Party shall notify the other in writing of any changes to the composition of its delegation to the Coordination Committee.

ARTICLE IV

**COOPERATION MECHANISMS**

To implement this MEMORANDUM OF UNDERSTANDING, the following cooperation mechanisms may be developed:

1. Personnel training and capacity building for the Parties;
2. Participation in national or international events or activities organized by the Parties;
3. Organization of joint activities;
4. Holding consultations;
5. Information exchange and technology transfer;
6. Exchange of delegations and specialists to carry out joint activities;
7. Other mechanisms agreed upon within their respective functional competencies.

ARTICLE V

**FINANCING**

As a general rule, this document implies no financial obligation for the Parties.

If any cooperation activity requires funding, the Parties shall, to the extent of their capabilities, make the necessary efforts to obtain resources to carry out the activities under this agreement. These aspects shall be agreed upon in writing by mutual consent.

The Parties may seek other sources of financing for specific cooperation areas.

ARTICLE VI

**SPECIFIC OBJECTIVES**

The Parties may sign specific agreements and projects to implement programs, works, activities, and other initiatives aimed at achieving the objectives of this document.

**Specific objectives of the National Unit for Disaster Risk Management:**

* Information Sharing: Provide the Ministry of Emergency Management with updated data on risks, vulnerabilities, and local capacities.
* Action Coordination: Lead the coordination of emergency response actions at the local level, in close collaboration with the Ministry.
* Public Education: Implement education and training programs to raise public awareness of risks and promote self-protection.
* Emergency Planning: Prepare and periodically update local emergency plans, considering the specific risks of each region.
* Monitoring and Evaluation: Continuously monitor risks and evaluate the effectiveness of prevention and response measures.
* Infrastructure Strengthening: Work to improve critical infrastructure to reduce disaster vulnerability.
* Promote Risk Management Investment: Advocate for adequate resource allocation in local budgets for risk management.

**Specific objectives of the Ministry of Emergency Management:**

* Resource Provision: Allocate financial, technical, and human resources to support the actions of local risk management units.
* Policy and Norm Development: Establish national disaster risk and management policies and regulations, and ensure their compliance.
* International Cooperation Promotion: Establish cooperation relations with other countries and international organizations to share experiences and obtain technical assistance.
* Develop Early Warning Systems: Implement national and regional early warning systems to detect and communicate threats in a timely manner.
* Research and Technology Development: Promote research and the development of innovative technologies for risk and disaster management.
* Share Best Practices: Facilitate the exchange of experiences, tools, and knowledge related to human resettlement processes within the risk management framework.

**Common Specific Objectives:**

* Conduct Joint Assessments: Periodically assess the progress and results achieved.
* Information Sharing: Regularly exchange information on risks, vulnerabilities, and actions taken.
* Develop Pilot Projects: Implement pilot projects to test new strategies and technologies.
* Strengthen Institutional Capacity: Invest in training personnel involved in risk and disaster management.

ARTICLE VII

**SCOPE OF RESPONSIBILITIES**

This document does not create any legal obligation for the respective governments of the Parties and shall be interpreted and applied within the framework of their functional competencies, in accordance with their respective national legislations.

In particular, the activities and commitments arising from this Memorandum of Understanding shall be developed, in the case of the Republic of Colombia, in accordance with the provisions of Law 1523 of 2012, Decree 1081 of 2015, and other applicable regulations governing disaster risk management in the country; and, in the case of the People’s Republic of China, in accordance with the Emergency Response Law, the Flood Control Law, the Disaster Prevention and Reduction Law, and other provisions issued by the competent authorities in the field of disaster risk management.

Accordingly, any joint action or commitment undertaken within the framework of this Memorandum shall be subject to compliance with the competencies, procedures, and limitations established in the internal laws of each Party.

ARTICLE VIII

**ENTRY INTO FORCE, AMENDMENT AND TERMINATION**

This document shall enter into force on the date of its signature by the Parties and shall remain in effect for five (5) years, automatically renewable for equal periods, unless one of the Parties requests its termination in writing at least three (3) months prior to the scheduled date, through diplomatic channels.

Once terminated, the provisions relating to confidential information and intellectual property shall remain in effect.

The termination of this document shall not affect the execution of ongoing cooperation activities unless the Parties agree otherwise.

Any amendment to this Memorandum of Understanding must be expressly agreed upon and in writing by the Parties. Such amendments shall only be valid when signed by duly authorized representatives of both Parties and shall enter into force on the date established in the respective document. The approval process for amendments shall be carried out through the previously defined official communication channels, ensuring that any amendment is the result of mutual agreement and is aligned with the objectives and scope of the Memorandum.

In witness whereof, and in acceptance of the provisions contained in this document, the content of which has been read and approved, the Parties agree to abide by and sign it in two (2) identical copies with a single effect.

ARTICLE IX

**INTELLECTUAL PROPERTY**

The Parties acknowledge the possibility of creating or using elements protected by intellectual property during the activities carried out under this document.

The protection and security of intellectual property generated and/or used during the execution of this document shall be guaranteed by the Parties in accordance with their national legislation and the international treaties to which they are parties.

ARTICLE X

**COMMUNICATION BETWEEN THE PARTIES**

All communications to be transmitted between the Parties shall be considered valid when carried out through the established official channels.

ARTICLE XI

**DISPUTE RESOLUTION**

Disputes or discrepancies arising from the interpretation or execution of this Memorandum of Understanding shall be resolved in good faith and amicably through consultations or negotiations between the Parties.

**Signed in \_\_\_\_\_\_\_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2025.**

**Name:**
**Entity:**
**Position:**

**Name:**
DIRECTOR GENERAL, NATIONAL UNIT FOR DISASTER RISK MANAGEMENT – UNGRD
REPUBLIC OF COLOMBIA

**Name:**
**Entity:**
**Position:**

**Name:**
MINISTER OF EMERGENCY MANAGEMENT
PEOPLE’S REPUBLIC OF CHINA