



**INTERNATIONAL TECHNICAL CO-OPERATION GOVERNING  
PARTNERSHIP MEMORANDUM OF AGREEMENT No. 263 OF 2015  
ENTERED INTO BY EL SERVICIO NACIONAL DE APRENDIZAJE -  
SENA AND TAFE QUEENSLAND SKILLSTECH OF AUSTRALIA**

Entered into by and between the undersigned: **HERNANDO ALFONSO PRADA GIL**, of age, resident and domiciled in the city of Bogotá D.C., who identifies himself with Colombian national citizenship ID card No. 79,328,670 issued in Bogotá D.C., acting in agreement with the power as Director General of SENA, position he was appointed to by Decree No. 1570 of 20 August 2014 and sworn in by Oath of Office Record No. 1672 of 20 August 2014, duly empowered by Section 4 of Decree 249 of 28 January 2004, who is acting for and on behalf of **SERVICIO NACIONAL DE APRENDIZAJE - SENA**, with TIN 899.999.034-1, a National Government Institution assigned to the Ministry of Labour, governed by Act 119 of 1994 and Decree 249 of 2004, henceforth and for all purposes of this memorandum of agreement shall be referred as **SENA**, and on the other hand, **MARY CAMPBELL**, of age, resident and domiciled in the city of Brisbane, Australia, who identifies herself with Australian Passport No. M8829063, acting in the capacity of Director of **TAFE QUEENSLAND SKILLSTECH OF AUSTRALIA**, an Australian Government Entity, with RTO Code No. 31396 registered by the "Australian Skills Quality Authority", henceforth and for all purposes of this memorandum of agreement shall be referred as **SKILLSTECH**, we have agreed to enter into this international technical co-operation governing Partnership Memorandum of Agreement, subject to the following:

**CONSIDERATIONS:**

1) That Servicio Nacional de Aprendizaje (SENA) established in 1957 as a result of the joint initiative of the national government, organized workers, employers, the Catholic Church and the International Labour Organization, is a national public institution, with legal status, own independent capital structure and administrative autonomy, assigned to the Ministry of Labour. 2) That SENA performs the duty that rests with the State to invest in the social and technical development of Colombian workers, providing and implementing comprehensive vocational training for the inclusion of people in productive activities that contribute to social, economic and technological growth of the country. 3) That in addition to comprehensive professional training provided throughout the Vocational Training Centres, SENA provides services of continuous training for the human resource bound to companies, information, counseling and job skills training; support to business development. 4) That in agreement with the provisions of Decree 1510 of 2013, SENA's Promotion and Corporate Affairs Office states its interest to enter into this international technical co-operation governing Partnership Memorandum of Agreement referred to herein. 5) That TAFE Queensland SkillsTech (SkillsTech) is an Australian Government Entity whose origin can be dated back to 1882 when started offering training courses in bookkeeping, geology and mechanical drawing. Thereafter, there was a period of growth expanding their presence at regional level, the number of vocational training programmes and students. After the creation of the Board of Technical Education and the release of the Kangan report in 1974 all Technical Colleges became known as Technical and Further Education (TAFE) Colleges. 6) That SkillsTech has been operating for over 40 years as the most important vocational training institution in Queensland, so in 2013 it was established as an independent entity under TAFE Queensland Act 2013; it is the main TAFE vocational technical training organization of the state of Australia, offering vocational training of technicians in the automotive, infrastructure, electronics, and mining industry. 7) That SkillsTech has four training campuses offering accredited training course programmes for international students that lead to internationally recognised qualification certificates. Also, thanks to its industry and business relationships with the private sector, working directly with industry to develop and offer courses with the highest quality standards that provide relevant knowledge with the productive sector and training in good business practices. 8) That SkillsTech biggest strength is the provision of quality vocational training in internationally recognised qualification certifications, which improve business productivity and contributing to increasing demand for its trainees in various Australian-based organisations. Therefore, SkillsTech has implemented projects requiring accredited vocational training in mining and manufacturing sectors to train the workforce of Lihé Gold and Exxon Mobil in Papua New Guinea; Australian College of Kuwait; Almax Aluminium in China; Arellano University in the Philippines; the Gyeongsangnam Office of Education in Korea, among others. 9) That SkillsTech, as well as all TAFEs is part of the educational system focused on vocational training, aimed at the industry and is based upon a system of skills and abilities. It has extensive international experience in projects developed with companies such as Toyota which has benefited both trainees, trainers and productive sector corporations which the projects aimed to. Also because of being part of the vocational education and training organisations in Queensland it has developed and led projects in countries such as Japan, China, New Zealand, Papua New Guinea, among others. 10) That as it is demonstrated in the 2014 Action Plan "SENA further work", the institution considers it extremely important to articulate itself with the international arena. Likewise, the document sets forth therein the internationalization projects and technology and knowledge transfer focused on strengthening Knowledge Networks by updating

**GERMAN FULIDO ROJAS**  
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reiterated in Article 20 of Law 1150 of 2007, and Article 157 of Decree 1510 of 2013 provides: "Rules applicable to Contracts or International Cooperation Memorandum of Agreements// //Contracts with foreign entities under public law must be entered into and implemented as agreed between the parties". 3) Agreement No. 16 of 2005 of the Board of Directors defined the policy of internationalization of SENA, enabling in its Article 3 number 3 the development of international strategic alliances for transfer of knowledge and technology, through international relations with NGOs and other international agencies, seeking to take advantage of international cooperation for strengthening SENA technological and training programmes. 4) It is understood as International Cooperation the joint action to support economic and social development of the Country, through transfer of technology, knowledge, experience or resources from countries with equal or greater level of development, multilateral agencies, NGOs and civil society. It is also known as cooperation for development and it is a global concept that includes various forms of aid flowing into the relatively less developed countries. This concept was adopted by the Presidential Agency for International Cooperation of Colombia from the definition of the OECD and derived from the Treaties and Memorandum of Agreements for International Cooperation that the National Government has entered into. This may be official, which comes from the governments of other Estates, their entities establishing themselves actors as potential suppliers or recipients of cooperation, to the extent that carry out activities within the framework of this concept. Therefore, it can be demonstrated that it is possible to enter into international cooperation agreements with the subjects of international law, estates and international organizations, governed by international law and entities of public law, such as foreign government entities. 5) Section 4 of Decree 249 of 2004 in its paragraph 4, states that the function of SENA Directorate-General: "Direct, coordinate and control the administrative and technical duties of operating projects, issue administrative acts, enter into necessary contracts for the administrative management agreements, national and international technical cooperation memorandum of agreements, hire foreign or national experts whose knowledge or expertise is required to further institutional programs or projects for the fulfillment of the mission of the institution, in accordance with the legal provisions in force".

That therefore, the parties agree upon the following:

**CLAUSES:**

**CLAUSE FIRST. PURPOSE:** Combine efforts to carry out actions of cooperation and understanding between SENA and TAFE Queensland SkillsTech, to support the promotion and development of human talent and strengthening the quality of technical vocational training in both countries, particularly in the areas of mining, electricity, infrastructure, automation and construction, among others. **CLAUSE SECOND. SCOPE OF THE PURPOSE.** The implementation arising from this framework memorandum of agreement is aimed at: 1) Coordination between the parties, as well as with other institutions that may contribute to the implementation of the purpose of this agreement. 3) Consolidation, development and implementation of projects related to the implementation of national and international resources to strengthen SENA Training Centres in the areas related to the purpose thereof, implementing training environments in such areas, along with broadening and improving of job skills. 4) Transfer of technology and knowledge enabling greater coverage, quality and relevance of training programmes in the areas defined in the scope of this memorandum of agreement. 5) Development of innovation activities and technology development to help improve the vocational training processes related to the purpose of this memorandum of agreement, among others. **CLAUSE THIRD. IMPLEMENTATION:** The purpose of the memorandum of agreement will be carried out through the entering into derivative memorandum of agreements, which must have prior budgetary availability (when required) and its Operational Plan. **FIRST PARAGRAPH:** Without legalization of derivative memorandum of agreements and/or contracts resulting from this memorandum of agreement, the execution of actions that are the subject thereof may not begin. **SECOND PARAGRAPH:** When the nature of the cooperation activities so require, the parties may join in partnership with other entities in the design and implementation of projects and respective activities, prior approval by the undersigned parties thereof. **CLAUSE FOURTH. JOINT OBLIGATIONS:** In general terms the parties agree to develop projects that are set out in the purpose of this memorandum of agreement. The specific commitments of each of the parties shall be detailed in the respective derivative memorandum of agreements. **JOINT COMMITMENTS BY THE PARTIES:** 1) Appoint representatives of each of the parties to the coordinating committee of the memorandum of agreement. 2) Be involved in the drafting and approval of operational plans of the derivative memorandum of agreements. 4) Provide human, technical, physical and financial resources in accordance with the provisions of each operational plan of derivative memorandum of agreements subscribed thereof. 5) Inform the Agreement Coordinating Committee on situations that might affect the proper execution of the agreement within five (5) days

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stated the grounds for the decision, the status of the Memorandum of Agreement as to its implementation and the term of duration of the suspension and the date that the activities shall be resumed. **CLAUSE SEVENTEENTH: GROUNDS FOR TERMINATION.** Grounds for termination of this agreement shall be the occurrence of one of any of the following events: a) On expiring of the term thereof agreed upon. b) When obligations are fulfilled in their entirety. c) By mutual agreement between the parties, expressed in writing signed by the legal representatives. **PARAGRAPH:** For any of the foregoing grounds justified approval by the supervisor shall be required. **CLAUSE EIGHTEENTH: ASSIGNMENT:** The parties may not assign, in whole or in part, the rights and obligations arising under this agreement to any person or entity, except with the prior express written consent by the other party. **CLAUSE NINETEENTH: RULES OF THE MEMORANDUM OF AGREEMENT:** This memorandum of agreement does not create a new legal entity and each of the parties is solely responsible for the obligations defined in this memorandum of agreement, but in no moment can be preached solidarity. **CLAUSE TWENTIETH: SETTLEMENT OF DISPUTES:** The parties agree that any differences or conflicts that arise in reason or occasion of this special framework cooperation memorandum of agreement or the subsequent derivative memorandum of agreements shall be settled through alternative dispute resolution mechanisms established under Colombian law, the above notwithstanding SENA to establish the appropriate legal action if it deems so. **CLAUSE TWENTY-FIRST: DISQUALIFICATION AND INCOMPATIBILITIES:** The parties state under solemnly of oath, which is understood provided by signing this instrument, that are not found to fall within any disqualification and incompatibility or within the special bans or within special prohibitions to contracting, provided for in the Constitution of Colombia, Law 80 of 1993, Law 1150 of 2007 and other related thereof. **CLAUSE TWENTY-SECOND: INDEMNITY:** the parties agree to keep each other harmless of any damage or liabilities caused by third parties and against all claims, legal action and costs that may be caused or arise from injury or damage to persons or property, directly caused by its personnel, subcontractors and contractors during the execution of the purpose and obligations of the memorandum of agreement. **CLAUSE TWENTY-THIRD: SETTLEMENT.** The bilateral settlement of this agreement shall be made within four (4) months following the date of termination of its duration. In the event that the parties fail to reach an agreement may be unilaterally liquidated pursuant to the provisions of the regulations in force. **CLAUSE TWENTY-FOURTH: FORMALIZATION OF AGREEMENT:** This agreement is completed with the signing thereof by the parties. **TWENTY-FIFTH CLAUSE: PUBLISHING IN SECOP:** SENA shall make the publication of this agreement on the Electronic System for Public Contracting - SECOP. **CLAUSE TWENTY-SIXTH: DOCUMENTATION:** The following become integral part of the memorandum of agreement: a) The prior study. B) Legal representation documents from SKILLSTECH. **CLAUSE TWENTY-SEVENTH: VENUE:** The parties agree as agreement venue, for all legal purposes as may be appropriate, the city of Bogotá, D.C.

In witness whereof signed by the parties herein, on 22 SET. 2015

BY SENA,

BY SKILLSTECH,

HERNANDO ALFONSO PRADA GIL  
 Director General

MARY CAMPBELL  
 Director

S & A: Juan Pablo Arenas Quiroz, Legal Director  
 S & A: Juan Pablo Castro Morales- Director of Promotion and Corporate Affairs  
 Checked: Delia Patricia Ortiz Cortazar - Coordinator Group on Management Agreements of SENA  
 Drafted: Mariela Díaz Torres, Legal Direction Officer - Juan Sebastián Jaramillo Rincón, Adviser International Relations and Co-Operation Group  
 S & A: Edgar Adrián Zambrano Tamayo - Coordinator Group on International Relations and Co-Operation

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