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**United States of America
and
Colombia**

Acquisition and cross-servicing Agreement (US-CO-01) between the Department of defense of the United States of America and the Ministry of National Defense of the Republic of Colombia (with annexes). Miami, 23 May 2002, and Bogota, 27 June 2002

Entry into force: 27 June 2002 by signature, in accordance with article VIII

Authentic texts: English and Spanish

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**États-Unis d'Amérique
et
Colombie**

Accord d'acquisition et de soutien logistique mutuel (US-CO-01) entre le Département de la défense des États-Unis d'Amérique et le Ministère de la défense nationale de la République de Colombie (avec annexes). Miami, 23 mai 2002, et Bogota, 27 juin 2002

Entrée en vigueur : 27 juin 2002 par signature, conformément à l'article VIII

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[ENGLISH TEXT – TEXTE ANGLAIS]

**ACQUISITION AND CROSS-SERVICING AGREEMENT
(US-CO-01)
BETWEEN
THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF NATIONAL DEFENSE
OF THE REPUBLIC OF COLOMBIA**

PREAMBLE

The Department of Defense of the United States of America and the Ministry of National Defense of the Republic of Colombia, hereinafter referred to as the “Parties,” desiring to further the interoperability, readiness, and effectiveness of their respective military forces through increased logistic cooperation, have resolved to conclude this Acquisition and Cross-Servicing Agreement (the “Agreement”).

I. PURPOSE

This Agreement is entered into for the purpose of establishing basic terms, conditions, and procedures to facilitate the reciprocal provision of “logistic support, supplies, and services” as that term is defined in Article III of this Agreement.

II. APPLICABILITY

1. This Agreement is designed to facilitate reciprocal logistic support between the Parties to be used primarily during combined exercises, training, deployments, operations, or other cooperative efforts, and for unforeseen circumstances or exigencies in which one of the Parties may have a need of logistic support, supplies, and services.
2. This Agreement applies to the reciprocal provision of logistic support, supplies, and services between the military forces of one Party by the other Party in return for either cash payment or the reciprocal provision of logistic support, supplies, and services to the military forces of the other Party.
3. Acquisitions, transfers and obligations under this Agreement and any Implementing Arrangements executed hereunder are made subject to the availability of appropriations and limitations of United States and Colombian law and regulations.

4. The following items are not eligible for transfer under this Agreement and are specifically excluded from its coverage:

- a. weapon systems;
- b. major end items of equipment (except for the lease or loan of general purpose vehicles and other non-lethal items of military equipment which are not designated as significant military equipment on the U.S. Munitions List); and
- c. initial quantities of replacement and spare parts associated with the initial order quantity of major items of organizational equipment covered in tables of allowances and distribution, tables of organization and equipment, and equivalent documents.

5. Also excluded from transfer by either Party under this Agreement are any items the transfer of which are prohibited by its laws or regulations. The following items are currently excluded from transfer by United States laws and regulations:

- a. guided missiles;
- b. naval mines and torpedoes;
- c. nuclear ammunition and included items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition;
- d. cartridge and air crew escape propulsion system (AEPS) components;
- e. chaff and chaff dispensers;
- f. guidance kits for bombs or other ammunition;
- g. chemical ammunition (other than riot control agents);
- h. source, byproduct, or special nuclear materials, or any other material, article, data, or thing of value the transfer of which is subject to the Atomic Energy Act of 1954 (Title 42, United States Code, Section 2011, et. seq.).

III. DEFINITIONS

As used in this Agreement and in any Implementing Arrangements which provide specific procedures, the following definitions apply:

a. Logistic support, supplies, and services. Food, water, billeting, transportation (including airlift), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident to base operations support), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and port services. Such term also includes the temporary use of general-purpose vehicles and other non-lethal items of military equipment which are not designated as significant military equipment on the U.S. Munitions List.

b. Implementing Arrangement. A written supplementary agreement which contains additional details, terms and conditions related to a specific acquisition and/or transfer of logistic support, supplies, and services.

c. Order. A written request, in an agreed format and signed by an authorized individual, for the provision of specific logistic support, supplies, and services pursuant to this Agreement and any applicable Implementing Arrangements.

d. Invoice. A document from the supplying Party which requests reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and any applicable Implementing Arrangements.

e. Transfer. Selling (whether for payment in currency, replacement-in-kind, or exchange of supplies or services of equal value), leasing, loaning, or otherwise temporarily providing logistic support, supplies, and services under the terms of this Agreement and any applicable Implementing Arrangements.

f. Replacement-in-kind. Payment for a transfer conducted under this Agreement in which it is agreed that the receiving Party will replace logistic support, supplies, and services that it receives with logistic support, supplies, and services of an identical, or substantially identical, nature under agreed conditions.

g. Equal Value Exchange. A transfer conducted under this Agreement in which it is agreed that the receiving Party will replace logistic support, supplies, and services that it receives with logistic support, supplies, and services of an equal monetary value.

h. United States Munitions List. U.S. Defense articles and defense services which are designated by the U.S. President under the Arms Export Control Act as subject to export controls. The U.S. Munitions list is published in Part 121 of Title 22 of the U.S. Code of Federal Regulations.

i. Receiving Party. The Party ordering and receiving support.

j. Supplying Party. The Party providing support.

IV. TERMS AND CONDITIONS

1. Each Party shall make its best efforts, consistent with national priorities, to satisfy requests from the other Party under this Agreement for logistic support, supplies, and services. When an Implementing Arrangement contains a stricter standard for satisfying such requests, it shall apply over this paragraph.

2. Orders may be placed or accepted only by the points of contact (POCs), or designees, identified by the Parties in Annexes B through H of this Agreement. When military forces of the

Republic of Colombia require logistic support, supplies, or services outside the USSOUTHCOM Area of Responsibility (AOR), they may place orders directly with the cognizant POC or may seek the assistance of HQ USSOUTHCOM, or a USSOUTHCOM Component Command, to place an order with a non-USSOUTHCOM POC.

3. An Implementing Arrangement under this Agreement may be negotiated on behalf of the U.S. Department of Defense by Headquarters, U.S. Southern Command (HQ USSOUTHCOM), the Headquarters of other United States unified commands, or their designated subordinate commands. Implementing Arrangements may be negotiated on behalf of the Colombian Ministry of National Defense by the Colombian Joint Staff or their designated delegate. Implementing Arrangements must identify points of contact and their specific authorizations or limitations.

4. Prior to submitting a written order, the ordering Party should initially contact the supplying Party's POC by telephone, fax, or e-mail to ascertain availability, price, and desired method of repayment for required materiel or services. Orders must include all the data elements in Annex A, as well as any other terms and details necessary to carry out the transfer. Instructions and a standard order form are attached at Annex I. The number of this Agreement, US-CO-01, should be annotated on all orders and related correspondence.

5. The receiving Party is responsible for:

a. Arranging pickup and transportation of supplies acquired under this Agreement. This does not preclude the supplying Party from assisting with loading supplies acquired under this Agreement onto the transportation conveyance. The supplying Party will notify the receiving Party when and where supplies are available to be picked up.

b. Obtaining the applicable customs clearance and arranging other official actions required by national customs regulations.

6. The individual picking up the supplies or receiving the services on behalf of the receiving Party will sign the standard order form (Annex I) in Block 20 as evidence of receipt. If the standard order form is not available at the supplying Party's point of issue, the individual collecting the supplies will sign the receipt document provided by the supplying Party as a substitute. The number of this Agreement, US-CO-01, will be entered on the receipt document. The supplying Party will forward the signed receipt document to the activity authorized to accept orders under this Agreement where the signed receipt document will be attached to the original order form by the receiving Party.

7. Logistic support, supplies, and services obtained through this Agreement will not be re-transferred, either temporarily or permanently, to any person other than a member of the forces of the receiving Party without the prior written consent of the supplying Party.