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DESTINATARIO: WILLIAM ALBERTO ERIRA
DEPENDENCIA: DEPARTAMENTO DE GESTIÓN
No. COMUNICACIÓN: DJU-2650
CONSECUTIVO: 2015-2650



Fogafín

DJU
PREFIXO DEL AREA

MEMORANDO

Bogotá D.C., 01 SET. 2015

PARA: William Alberto Erira Trujillo, Jefe del Departamento de Gestión Documental

DE: Jefe Departamento Jurídico

ASUNTO: Documentación Memorando de Entendimiento – ESISUISSE

Para su respectiva custodia y archivo, de manera atenta me permito remitir el Memorando de Entendimiento suscrito con el ESISUISSE.

Cordialmente,


CAROLINA ROJAS OSPINA

Anexos: (2 Hojas)



MinHacienda

**PROSPERIDAD
PARA TODOS**

MEMORANDUM OF UNDERSTANDING BETWEEN ESISUISSE AND THE FONDO DE GARANTÍAS DE INSTITUCIONES FINANCIERAS

This Memorandum of Understanding (MOU) is intended to establish a co-operative agreement and memorialize the terms of such between esisuisse its headquarters located at Steinentortrasse 11, CH-4051 Basel, and the Fondo de Garantías de Instituciones Financieras (FOGAFIN), its headquarters located at Carrera 7 No. 35-40 Bogota - Colombia (hereinafter referred to collectively as the "Parties").

PREAMBLE

Whereas, the increasing globalization and complexity of large financial institutions creates unique challenges for domestic and international regulatory authorities; the esisuisse and FOGAFIN are committed to communication and cooperation and providing support, understanding, and enhancing critical aspects of existing relationships between their institutions through foreign technical assistance initiatives and participation in global policy deliberations; and,

Whereas, both Parties serve functions in their respective countries aimed at protecting the legal interests of their depositors and other bank creditors, and otherwise contributing to the stability of the banking system; and,

Whereas, both Parties have a critical interest in establishing and maintaining relationships and establishing effective communication protocols; thereby strengthening their ability to guide policy deliberations that routinely affect the depository institutions that they insure; and,

Whereas, both Parties believe that there are significant opportunities to enhance dialogue between them through bilateral meetings relative to policy implementation issues; and,

Whereas, the esisuisse has authority to enter into and perform its obligations under this MOU; and

FOGAFIN has authority to enter into and perform its obligations under this MOU.

PROVISIONS

Therefore, esisuisse and FOGAFIN wish to use this opportunity to forge effective international working relationships and to enhance the Parties' role in financial regulatory initiatives and policy deliberations and have entered into this MOU with the purpose of developing and expanding methods of interaction.

1. The Parties shall promote mutual understanding of each other's economic conditions and policies to foster co-operation in the area of economics and finance. The Parties shall engage in a frank and open exchange of views and information on financial services, deposit insurance and resolution of failing or failed financial institutions, promotion of sound banking practices as well as any other issues relevant to financial stability.
2. The Parties, within the scope of the legal framework of their respective countries, shall utilize their best efforts to enhance co-operation that is aimed at developing a closer collaboration of financial and banking activities between the Parties.
3. In this regard the Parties also agree to:

- i. exchange views on macro-economic development and policies that will contribute to closer bilateral economic dialogue on financial stability and financial policies that will promote sustainable growth in the two countries;
 - ii. promote and establish co-operation between the Parties regarding deposit insurance through the exchange and training of officials from both Parties on predetermined specific areas of expertise or activities of the Parties;
 - iii. when appropriate, facilitate timely exchange of information and experience through the exchange of senior-level visits;
 - iv. if requested information is prohibited from disclosure or exchange pursuant to applicable laws and regulations in the requested party's country, the requested party shall not engage in such disclosure or exchange unless in compliance with such applicable laws and regulations;
 - v. neither Party shall be entitled to disclose information received from the other Party pursuant to this MOU without the prior written consent of the other Party. If non-public information is furnished under this MOU and a demand for such non-public information is presented, prior to compliance with the demand, the Party receiving the demand will notify the other Party and either or both Parties may assert all appropriate legal exemptions or privileges with respect to such information, as may be available.
 - vi. issues of mutual interest shall be determined through an exchange of communications between the two Parties.
4. The Parties intend that the sharing or the disclosure of non-public information, including but not limited to deliberative and consultative materials, pursuant to the terms of this MOU, will not constitute a waiver of privilege or confidentiality of such information. Any confidentiality or non-disclosure obligations related to non-public information shall survive termination of this MOU and continue to apply to such information.
 5. This MOU does not confer any rights or benefits upon any third-party other than the parties to this MOU and their respective successors and permitted assigns.
 6. All notices, requests, modifications and other communications that are required under this MOU shall be deemed to have been duly given when personally delivered, or 2 business days after faxing, e-mailing to the following addresses:

esisuisse: Isabelle Rösch
 Head of Communications
 esisuisse
 Steinentorstrasse 11 CH-4051 Basel
 Tel: +41 (0) 61 2069290
 Email: isabelle.roesch@esisuisse.ch

FOGAFIN: Juan Carlos López Mora
 Advisor Corporate Affairs
 Fondo de Garantías de Instituciones Financieras
 Carrera 7 No. 35-40 Bogota - Colombia
 Tel: +57 (1) 3394240 Ext. 207
 Email: juan.lopez@fogafin.gov.co

Addresses may be changed by either party by providing notice of the address change to the party at the address listed above. Such change of address shall remain in effect until further notice of address change is provided.

7. Any disagreement arising out of the interpretation of this MOU shall be settled amicably by means of consultation between the Parties. Both Parties shall provide adequate opportunity for such resolution.
8. All amendments or addenda to this MOU shall be in writing and must be signed evidencing agreement between both Parties. Each Party shall be entitled to terminate this MOU by sending a 90-days notice to the other Party in writing. This MOU will be effective upon the last date of execution by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly executed on 26th of August 2015.

esisuisse

By: 

Name: Patrick Loeb

Title: CEO

Fondo de Garantías de Instituciones Financieras

By: 

Name: María Inés Agudelo Valencia

Title: Managing Director

01/09/15
COO
JLP