

SPECIFIC INTERINSTITUTIONAL TECHNICAL COOPERATION AND ASSISTANCE AGREEMENT BY AND BETWEEN EMPRESA DE ENERGÍA DEL PACÍFICO S.A. E.S.P. (EPSA) AND UNIVERSIDAD ICESI

By this private document it is hereby acknowledged the execution of an Interinstitutional Cooperation and Technical Assistance Agreement, which hereinafter and for the purposes hereof shall be referred to as The Agreement, in accordance with the following clauses and as agreed in the framework agreement entered into on October 14, 2016 between EPSA and ICESI.

ONE. - PARTIES TO THE AGREEMENT. The following parties enter into this agreement: 1.1.- UNIVERSIDAD ICESI, (hereinafter ICESI), institution of higher education, identified by tax ID No. 890.316.745-5, a legally incorporated non-profit entity, domiciled in Calle 18 # 122-135, Pance, Cali, legally represented by FRANCISCO PIEDRAHITA PLATA, of legal age, resident of Cali, holding national ID card No. 14.934.246 of Cali, is party to this Agreement, and hereinafter and for the purposes hereof shall be referred to as "ICESI". 1.2.-EMPRESA DE ENERGÍA DEL PACÍFICO S.A. E.S.P. EPSA E.S.P., a company domiciled in Yumbo, whereby EMPRESA DE ENERGÍA DEL PACÍFICO S.A. E.S.P. (hereinafter, "EPSA") is a Public Domestic Utilities and Energy Generation Company created through Decree Law 1275 / 1994 and incorporated as a limited company through public deed number 0914 / December 12, 1994, granted at the Sole Notary of the Candelaria Circuit, Valle del Cauca, amended, among others, by Public Deed No. 0982 / August 13, 1996 granted at the same Notary, and subject to the legal regime established by the Domestic Public Utilities and Electricity Laws (laws 142 and 143 of 1994), legal entity accredited by the certificate of existence and legal representation issued by the Cali Chamber of Commerce, legally represented by RICARDO ANDRÉS SIERRA FERNÁNDEZ, of legal age, holding national ID card No. 98.543.561, acting in his capacity as registered agent of the company. For the purposes of this Agreement, both ICESI and EPSA shall be referred to separately as "Party", and collectively as "Parties". The parties expressly affirm and reciprocally recognize the capacity, adequacy and validity of their respective powers to execute this Agreement.

TWO.- BACKGROUND 1) EPSA is engaged in the operation and maintenance of hydroelectric power plants, especially the Alto and Bajo Anchicayá power plants, which are located in National Natural Parks; 2) as a result of the above, biological research is required; 3) as part of the social and environmental management process and the corporate responsibility process, this research has the following purposes: A) Carry out activities for the protection and conservation of the river basins where the hydroelectric power plants are based. B) Implement programs to mitigate, control, and offset potential impacts of the power plants, in accordance with the guidelines of the competent environmental authorities. C) Promote and develop the participation of communities in the area of influence of the power plants to ensure their engagement in programs and activities for environmental protection, sustainable development, and management of renewable natural resources.

THREE. - SUBJECT MATTER OF THE AGREEMENT. The purpose of this agreement is to: A) Carry out scientific research projects for the conservation of the biological wildlife diversity in the direct area of influence of the Alto Anchicayá hydroelectric power plant and in areas of research interest in the vicinity of Bajo Anchicayá. B) Create a space for mutual cooperation that helps the parties take advantage of common opportunities through the exchange of knowledge, experiences and

information, coordination of common activities, and reciprocal technical assistance and technology transfer to the best interest of the parties, on matters related to the composition of biophysical and socioeconomic aspects of the Anchicayá River basin; and C) give the parties an educational, social, and environmental projection.

FOUR. - COVENANTS OF THE PARTIES. By entering into this Agreement, the parties undertake to: A) Identify common work areas with a view to financing joint research projects relating to wildlife, and microbiota and conservation of the ecosystems in the of the Anchicayá River basin; B) Exchange clear and timely information related to the terms of the Agreement, with the exception of the limitations set forth in Section G of this Clause, and in Clause Ten; C) Complement capacities and knowledge in the execution of each of the specific actions to be adopted as part of the Agreement; D) Enter into specific agreements or contracts for the execution of projects related to research of fauna, flora, and microbiota and/or conservation of strategic ecosystems where it is necessary to establish specifications for agreements on services, administration of funds, use of property, personnel management, etc.; E) Promote and exchange experiences, horizontal cooperation and technical assistance, support, systematization and evaluation of projects in areas of mutual interest and of supported groups. F) It is made clear that the participation of a third party may only be established by mutual agreement of the parties. G) Upon termination of the term of this Agreement, the parties shall conduct a joint assessment of the objectives attained and projects developed, in order to determine whether the Agreement is to be renewed by signing a new document. H) The information the Parties provide each other and which is considered confidential shall be for the exclusive use of both institutions, and shall not be transferred to other entities or persons without the express knowledge of the Parties. The information provided by EPSA is limited to biophysical and socioeconomic aspects of the Anchicayá River basin, except that considered classified or confidential.

Paragraph: In the event that other type of information is required, it shall be assessed by the coordinator of framework agreement / October 14, 2016 or its delegate, following prior authorization of the heads of the generation and socio-environmental departments of corporate affairs; the information shall be handled in accordance with the provisions of Clause Eleven.

FIVE. - SPECIFIC COVENANTS OF THE PARTIES. Both Parties hereby undertake to provide technical and technological cooperation to each other. UNIVERSIDAD ICESI undertakes to: A) Develop a monitoring model that enables long-term monitoring to identify trends in the wildlife populations present in the direct area of influence of the Alto Anchicayá hydroelectric power plant, and in areas of research interest in the vicinity of the Bajo Anchicayá hydroelectric power plant. Such monitoring model shall be adjusted by the Parties; B) Coordinate the field activities to conduct monitoring in the study area, in coordination with EPSA. C) Report on research results with the frequency established by the Steering Committee; and on monitoring results as stipulated in Clause Fifteen. D) Apply for the corresponding research permits from the NATIONAL AUTHORITY OF ENVIRONMENTAL LICENSES (ANLA), as per the provisions of Decree 3016 / 2013. E) Provide transportation for ICESI researchers between Cali-Yatacué-Cali. F) Receive and technically and financially manage the citizen-observers program for the duration hereof, with ICESI being responsible for its promotion

and execution subject to agreement with EPSA. G) Provide a private vehicle for use by ICESI researchers in the hydroelectric power plant. H) Carry out the specialized maintenance of the ICESI research vehicle; I) Inform EPSA of the type of research to be carried out, ten (10) business days prior to the entry of the researchers into the power plants. J) Send EPSA, ten (10) business days in advance, the list of ICESI researchers, each time entry to the power plant facilities is required. This list shall include the following information: i. Photocopy of national or foreign identity document; ii. Certificate of occupational risks, or in the case of university students, university insurance. K) The number of ICESI researchers to perform the functions hereunder at the power plant is eight (8); they shall not exceed the accommodation capacity stipulated by EPSA, and they shall comply with the provisions of Sections I and J. EPSA undertakes to: A) Provide in a timely manner the resources required for the execution of the activities as part of the purpose hereof, and meet the expenses associated with Cali-Yatacué-Cali transportation. B) Provide the funds for the purchase by ICESI of the materials, equipment, and supplies, and meet the costs of the permits necessary for the execution of the objective hereof. All materials and equipment shall remain property of EPSA, and as part of the inventory at the research station to be established at Yatacué in Alto Anchicayá. C) Provide a facility at the Yatacué camp, which shall be identified as necessary for guaranteeing the stay of the citizen-observers as part of the execution hereof; D) Allow the access and use of documents, maps, reports, list of species, lists of employees, aerial photographs, and other types of material that ICESI requires to conduct monitoring; for the use of this information, the stipulations of Clauses Nine and Ten hereof shall be taken into account. E) Develop a protocol for the entry and stay of researchers and citizen-observers, taking into account the power plant's installed capacity and scheduled maintenance. F) Provide a space to serve as a research, accommodation, and workplace station for researchers. G) Provide fuel and basic maintenance for the ICESI research vehicle at the Hydroelectric Power Plant. H) Provide food for the ICESI researchers and associates during their stay at the Alto and Bajo Anchicayá hydroelectric power plants. I) Contribute to the cleaning of the work and accommodation sites for ICESI researchers and citizen-observers.

SIX. - TERM AND COSTS. This Agreement shall have a term of five (5) years from the date on which the notice of commencement is signed by the Parties. For the signing of this Agreement's notice of commencement, the research permit issued by the ANLA is required. The approximate cost of the project over the five years is equivalent to 811 legal minimum monthly salaries for EPSA, and 881 legal minimum monthly salaries for ICESI.

PARAGRAPH ONE - In the event of any specific commitments which may arise hereunder, this Agreement shall not be terminated while said commitments are outstanding.

SEVEN. - TERMINATION. This Agreement may be terminated on any of the following grounds: A) Breach of obligations by the parties hereto knowing the reasons that constitute breach; B) upon expiration of the term; C) By mutual agreement. D) Due to reasons of public order, force majeure or act of God; E) Early termination at any time by either of the Parties, for which notification to the other Party, expressing the decision to terminate the Agreement and submitted sixty [60] business days prior to the date on which it is decided that the termination will take effect, shall be sufficient. In this event, no recognition or payment of damages or compensation whatsoever shall be required



by the Party that terminates the Agreement to the other Party; the terminating Party shall only be bound to pay for the services actually rendered by the other party, and the other Party shall only be bound to pay for the performance of the obligations related with the purpose hereof until the date of termination.

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**CLAUSES 8 TO 19 WERE NOT TRANSLATED INTO ENGLISH BECAUSE
THEY WERE NOT RELEVANT**

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TWENTIETH. - The addresses for correspondence between the parties are as follows: EPSA, CALLE 15 No, 29 B -30 Autopista Cali-Yumbo. Attention: RICARDO ANDRÉS SIERRA FERNÁNDEZ ICESI, CALLE 18 No, 122-135, Cali Valle del Cauca. Attention: FRANCISCO PIEDRAHITA PLATA In witness whereof, and in acceptance of each and every one of the clauses hereunder, the parties execute this Agreement in five equal counterparts for a sole legal purpose.

Paragraph: Any annotations included after signing shall not amend this Agreement.

SIGNED
RICARDO ANDRÉS SIERRA FERNÁNDEZ
Registered Agent
EMPRESA DE ENERGÍA DEL PACÍFICO S.A. E.S. P

SIGNED
FRANCISCO PIEDRAHITA PLATA
Registered Agent
UNIVERSIDAD ICESI S.A. E.S.P.