

MEMORANDUM OF INTENT (MOI)

between the
Department of Transportation of the United States of America
and the
Ministry of Economic Development of the Republic of Bolivia

The United States Department of Transportation of the United States of America (“DOT”) and the Ministry of Economic Development of the Republic of Bolivia (“the Ministry”), hereinafter referred to as “the Participants,” desiring to promote cooperation between their transportation specialists for the purpose of improving rail transportation systems and technology, including the resolution of issues of mutual concern, and anticipating that such cooperation should result in equal benefit to both Parties, have concluded the following Memorandum of Intent (“MOI”):

Article I **SCOPE AND OBJECTIVES**

1. **The Purpose of this MOI is to provide a framework for exchange of information and technical assistance, as well as to determine areas of mutual rail-related interest to both Participants. The scope of areas of cooperation by the Participants, is expected to be worked out between the Participants within six (6) months after the date of signing of this MOI.**

2. **The following subjects/areas of interest should form the core of technical assistance for this MOI. New subjects/areas of interest may be added by consent of both Participants.**
 - Improvement of Bolivian rail operations as they pertain to proposals of new rail links, upgrading of existing infrastructure and operations, and other concepts that are designed to maximize the efficiency and effectiveness of Bolivia’s rail system.**

 - Improvement of safety in rail operations through exchange of information, concepts, programs and discussions.**

- Promotion of environmental and energy aspects of rail transport by adopting similar principles and approaches in working out the externalities related to the transport sector.
3. Each Participant is expected to identify individuals responsible for these subjects/areas covered in the Scope of the MOI within sixty (60) days of the start of a particular project. Overall program coordination should be accomplished by the point of contact identified by Bolivia's Ministry of Economic Development and the DOT's Federal Railroad Administration International Policy Staff.

**Article II
FUNDING**

Participation under this MOI is subject to the availability of appropriated funds. No transfer of funds between the Participants is envisaged in connection with this MOI.

**Article III
DISCLAIMER**

Each Participant should attempt to ensure the accuracy of any data transmitted to the other Participant pursuant to this MOI, but the accuracy of such data is not guaranteed. Each Participant using the other's data is at its own risk, and it may not hold the other Participant responsible for damages arising from the use of such data.

**Article IV
PROPRIETARY DATA AND INFORMATION**

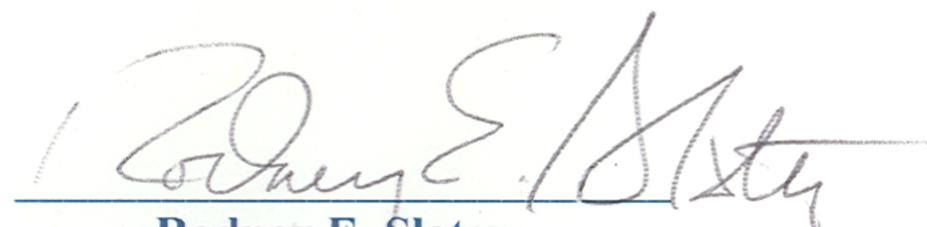
Each Participant is expected to maintain confidentiality of designated proprietary data and information supplied by the other Participant directly or through an authorized contractor or agent, in accordance with the requirements of the Participant supplying the data and information. If a Participant determines that it cannot maintain under its own law the confidentiality required by the other Participant, it should promptly return such data and information to the other Participant.

Scientific and technical information of a non-proprietary nature derived from the cooperative activities under this MOI may be made available, unless it is otherwise agreed by the Participants, to the scientific community and other interested persons through customary channels and in accordance with the normal procedures of both Participants.

Where a joint report is to be published, clearances by the Participants should be obtained in accordance with procedures agreed upon by the Participants on a case-by-case basis.

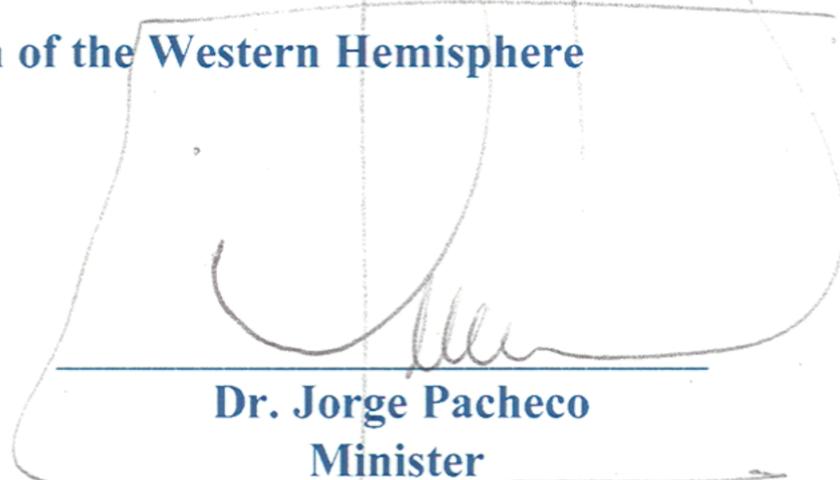
All publicly distributed copies of a copyrighted work prepared pursuant to the cooperative activities under this MOI should indicate the names of the authors of the work and the names of the contributing organizations, unless an author explicitly declines to be named. Each Participant reserves a royalty-free, nonexclusive, and irrevocable world-wide right to reproduce, publish, disseminate, or to otherwise use, and to authorize others to use, works prepared by or for the Participants pursuant to the cooperative activities under this MOI.

Signed in New Orleans, Louisiana, on the occasion of the Western Hemisphere Transportation Ministerial, December 15, 1998



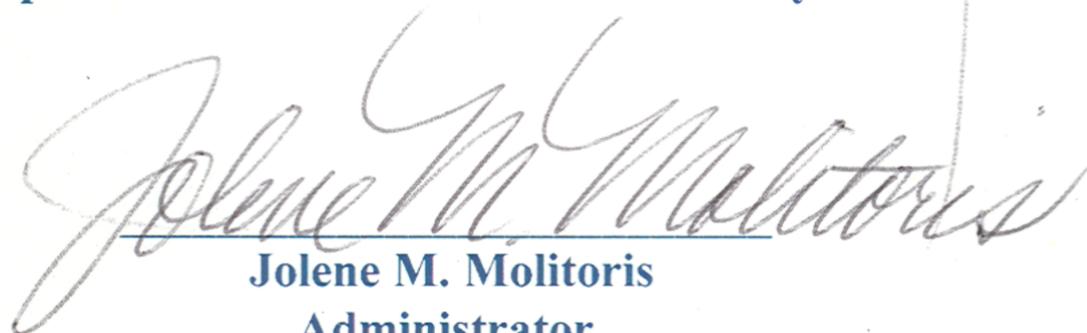
Rodney E. Slater
Secretary

Department of Transportation



Dr. Jorge Pacheco
Minister

Ministry of Economic Development



Jolene M. Molitoris
Administrator

Federal Railroad Administration
Department of Transportation

