BILATERAL

MEMORANDUM OF UNDERSTANDING ON CO-OPERATION IN THE FIELD OF MEDIA BETWEEN THE OFFICE OF THE PRESS SECRETARY, REPUBLIC OF THE PHILIPPINES AND THE MEDIA DEVELOPMENT AUTHORITY OF S...

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PREAMBLE

"The Office of the Press Secretary of the Republic of the Philippines and the Media Development Authority of Singapore, hereinafter referred to collectively as the "Parties" and individually as the "Party",

RECOGNIZING the importance of co-operation between the Parties in the field of media;

ACKNOWLEDGING that media services are avenues for cultural exchange across national boundaries;

RECOGNIZING the significance of media services in the digital economy;

RECOGNIZING the advancement of media technology as both a challenge and an opportunity for the Parties to derive mutual benefit; and

DESIRING, in furtherance of the above, to facilitate co-operation, collaborate and encourage the exchange of information in the field of media, in a manner suitable to their interests and ability, and on the basis of equality, reciprocity and mutual benefit;"

This Memorandum of Understanding (hereinafter the "MOU") is made on the 27th of November 2007 and entered into BETWEEN:

(1)

the Office of the Press Secretary, a body corporate established in the Philippines and having its principal place of business at 3rd Floor, New Executive Building, Malacañang Compound, Manila 1005 (hereinafter "OPS"); and

(2)

the Media Development Authority of Singapore, a body corporate established under the Media Development Authority of Singapore Act and having its office at 140 Hill Street, MICA Building #04-01, Singapore 179369 (hereinafter "MDA);

Hereinafter referred to collectively as the "Parties" and individually as the "Party",

ARTICLE 1

Scope of Cooperation

1.1

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The Parties agree to focus on the following areas of common interest and cooperation, which shall include, but not limited to:

Policy and Information Exchange

1.1.1

sharing of knowledge, research and data of the media industry, including the digital media industry, and to support research and market studies in the media and digital media industries;

1.1.2

exchanging information on production and the creative development of films and television programmes, including but not limited to feature-length films, short films, animation, documentaries and experimental films;

1.1.3

sharing of best practices and transfer of knowledge, learning and technology through exchange programmes, involving government officials, broadcasters, media industry, and technical experts; and

1.1.4

enhancing development of the Philippines' and Singapore's digital content through the exchange of best digital content and programmes between both Parties.

Training and Human Resource Development

1.1.5

promoting exchanges and human resource development in the fields of film, television, digital broadcasting, interactive digital media and development of media content through training courses, seminars, workshops, international conferences and staff attachments.

Co-production and Distribution

1.1.6

making concerted efforts to conclude bilateral co-production agreements between the Parties aimed at facilitating the joint production of television programmes, film, publishing and interactive digital media between the industries in the Philippines and Singapore.

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1.1.7

identifying, facilitating and linking potential producers and production companies in the Philippines and Singapore, to participate in co-production projects between the aforementioned countries.

Mutual Exchange

1.1.8

participating in key media industry events and festivals in the countries of the Parties.

1.1.9

supporting the distribution of films or television programmes co-produced in the Philippines and in Singapore, in the aforementioned countries.

ARTICLE 2

Funding and Resources

2.1

Unless otherwise agreed, each Party shall bear in full, all costs incurred for any of its own commitments under this MOU and commitments which it requests of the other Party under the terms of this MOU.

ARTICLE 3

General Provisions

3.1

This MOU shall enter into force on the date of the later notification in writing by the Parties through diplomatic channels, indicating completion of the domestic legal requirements for its entry into force.

The Parties agree that either Party may terminate this collaboration without legal liability on the part of any Party save in respect of the obligations of Articles 3.4 and 3.5 by the giving of three (3) months' written notice to the other Party."

3.2

The Parties agree that this MOU may be modified at any time with the written consent of all Parties.

3.3

This MOU does not create any enforceable rights or impose any legally binding obligations on the Parties. In the

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event of any differences or disputes arising from the implementation of the provisions of this MOU, the Parties shall, as far as possible, settle such differences or disputes in good faith by consultation or negotiation between the Parties.

3.4

Subject to further agreement, neither Party shall have the right to bind the other Party or make any commitment, representation or warranty for or on behalf of that other Party.

3.5

Each Party agrees and undertakes to maintain in confidence the terms of or any negotiations and matter relating to this MOU and all confidential information relating to any Party, and to take reasonable precautions to keep such information confidential.

Notwithstanding the above, any Party may reveal information:

(a)

if it is required to be disclosed to satisfy a legal demand by a competent court of law or governmental or regulatory body, so long as the Parties provide each other with timely written notice prior to such disclosure;

(b)

which is in or enters the public domain or is already publicly known or available at the time of its disclosure otherwise than through an act of negligence of that Party or a breach of this MOU; or

(c)

if prior written consent for the disclosure has been obtained from the other Party.

This Article 3.5 shall continue to apply after the expiry or termination of this MOU without limit in point of time.

3.6

The expiration and termination of this MOU will not, for one month after such expiration or termination, affect the terms of those activities, which are in progress at the time of notification of expiry or termination of this MOU.

3.7

Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the Party if sent by hand or by registered post to the addresses of the Party as stated in this MOU. Notices shall be

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deemed received:

(a)

if sent by registered mail, three (3) to seven (7) days after posting;

(b)

if by hand, on the day of delivery; and

(c)

if sent by telex or facsimile to the correct number or designated address within twenty-four working hours.

3.8

All publicity and public announcements regarding the transactions and/or arrangements contemplated in this MOU shall be co-ordinated between the Parties and must be approved by the Parties prior to public release thereof by any Party.

The Parties have caused this MOU to be executed on the date thereof.

FOR AND ON BEHALF OF THE
OFFICE OF THE PRESS
SECRETARY OF THE
REPUBLIC OF THE
PHILIPPINES

FOR AND ON BEHALF OF THE
MEDIA DEVELOPMENT
AUTHORITY OF SINGAPORE

(Sgd.) (Sgd.)

Hon. Ignacio Bunye
Press Secretary
Office of the Press Secretary
of the Philippines Dr. Tan Chin Nam
Chairman
Media Development Authority of
Singapore

Entry into Force: November 27, 2007

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