

MEMORANDUM OF UNDERSTANDING ON AGRICULTURAL AND FISHERIES COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES REPRESENTED BY THE DEPARTMENT OF AGRICULTURE AND ...

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PREAMBLE

The Government of the Republic of the Philippines, represented by the Department of Agriculture, and the Government of the State of Kuwait, represented by the Public Authority for Agriculture Affairs and Fish Resources (hereafter referred to as the “Parties”), desiring to strengthen friendly relations between their countries and to engage in cooperation in the fields of agriculture and fisheries on the basis of mutual benefit and in accordance with the laws and regulations of their countries, have agreed as follows:

ARTICLE 1

GENERAL PROVISION

This Memorandum of Understanding establishes a general framework for bilateral cooperation in the fields of agriculture and fisheries for the purpose of fostering sectoral development and with a view to enhancing agriculture-related trade and investment.

ARTICLE 2

SCOPE AND AREAS OF COOPERATION

The Parties endeavor to strengthen cooperation in the following areas:

- Exchange of scientific or technical materials and information in agriculture and fisheries;
- Exchange of professionals, scientists, technical experts, and trainees;
- Conduct of studies related to areas of mutual interest;
- Organization of training workshops, seminars, and conferences in areas of mutual interest;
- Conduct of promotional and facilitation activities, including agricultural product trade fairs and special exhibitions;
- Cooperation in the areas of food and commercial sectors and food industries, technology transfer and innovation, and implementation of activities related to trading in agricultural products;
- Acquaintance with the applicable legislative and executive rules and laws of both countries in the fields of agriculture and fisheries;
- Cooperation in other related areas to be identified and agreed upon by the Parties, such as sanitary and phytosanitary measures relating to agricultural and fisheries products.

ARTICLE 3

IMPLEMENTATION

The Parties agree to negotiate specific project arrangements in accordance with the provisions of this MOU to implement the aforementioned cooperative activities.

ARTICLE 4

FINANCIAL ARRANGEMENTS

Financial arrangements for cooperative activities, exchange of experts and specialists, and training of technical personnel shall be agreed upon prior to implementation. Such arrangements shall comply with the regulations and practices of the Parties. Conflicts shall be resolved in consideration of the intent of this MOU.

To the extent possible, the sending country shall be responsible for international travel and related costs.

ARTICLE 5

ASSISTANCE TO PROFESSIONAL AND TECHNICIANS

Each Party shall endeavor to provide the necessary assistance to visiting professionals, technicians, and trainees to enable them to accomplish their mission. The host country's laws and regulations shall be strictly observed.

Nothing shall limit the right of either Party to adopt measures necessary to uphold public health, morals, public order, security, and public safety.

ARTICLE 6

PRIVATE SECTOR INITIATIVE

The Parties shall encourage private sector initiatives and partnerships in areas covered under this MOU and support the same insofar as practicable.

ARTICLE 7

JOINT COMMITTEE

A Joint Committee composed of an equal number of designated representatives from both Parties shall be formed for the implementation of this MOU. The Committee shall meet once every year, alternately in Kuwait City and Manila, to study and formulate detailed programs on agriculture and fisheries cooperation.

The Joint Committee shall submit a report jointly prepared and certified by the Secretary of Agriculture of the Republic of the Philippines and the Head of the Public Authority for Agriculture Affairs and Fish Resources of the State of Kuwait.

ARTICLE 8

SETTLEMENT DISPUTES

Any dispute arising from the interpretation or implementation of this MOU that cannot be resolved at the Joint Committee level shall be settled amicably through consultation or negotiation via diplomatic channels.

ARTICLE 9

CONFIDENTIALITY

Scientific or technical information exchanged under this MOU shall not be transferred to a third party without prior written consent. This includes data and results of joint research.

Procedures to protect intellectual property rights arising from activities under this MOU shall be agreed upon prior to implementation.

ARTICLE 10
AMENDMENT

Any amendment or revision to this MOU shall be made by mutual written consent and shall enter into force according to the provision on entry into force.

ARTICLE 11
EFFECTIVE DATE, VALIDITY, AND TERMINATION

This MOU shall enter into force on the date of the later written notification by the Parties indicating compliance with domestic requirements.

This MOU shall remain in force for five (5) years and may be renewed for an identical period unless either Party notifies the other of its desire to suspend or terminate it. In such case, the MOU remains valid until thirty (30) days after receipt of the notification.

Termination shall not affect obligations arising from arrangements made under this MOU during its effectivity.

Done in Manila on the 23rd day of March 2012, in the English and Arabic languages, both texts being equally authentic.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Memorandum of Understanding.

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