

MEMORANDUM OF UNDERSTANDING ON AGRICULTURAL COOPERATION BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF INDUSTRY AND PRIMARY RESOURC...

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The Department of Agriculture of the Republic of the Philippines and the Ministry of Industry and Primary Resources of The Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam (hereinafter referred to as the "Parties");

Desiring to strengthen friendly relations between their countries and to engage in cooperation in the field of agriculture on the basis of mutual benefit and in accordance with the laws and regulations of their countries;

Have reached the following understanding:

SECTION 1

GENERAL PROVISION

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

SECTION 2

SCOPE AND AREAS OF COOPERATION

The Parties endeavour to strengthen cooperation in the areas of plant science, crops technology, vegetable and fruit preservation, biotechnology, post-harvest technology livestock, organic agriculture, irrigation and water resources and Halal industry, through the following:

- Exchange of scientific or technical materials and information agriculture;
- Exchange of professionals, scientists, technical experts and trainees;
- Conduct of studies related to areas of mutual interest;
- Organization of training workshops, seminars and conference in areas of mutual interest;
- Conduct of promotional and facilitation activities including agricultural products trade fairs and special exhibitions;
- Cooperation in the areas of food and commercial sectors and food industries, technology transfer and innovation, implementation of activities related to trading in agricultural products through meetings, seminars and other methods considered appropriate; and
- Cooperation in other related areas to be identified and jointly decided upon by the Parties, such as sanitary and phytosanitary measures relating to the import or export of agricultural products.

SECTION 3

IMPLEMENTATION

The Parties may enter into specific project arrangements in accordance with the provisions of this Memorandum of Understanding to implement the aforementioned cooperative activities.

SECTION 4

FINANCIAL ARRANGEMENTS

Financial arrangements for cooperative activities and for the exchange of experts and specialists as well as the training of technical personnel will be agreed upon between the Parties prior to implementation. Such arrangements will be in accordance with the regulations and practices of the Parties.

To the extent possible, the sending country will be responsible for international travel and related costs of its participation in cooperative activities.

SECTION 5

ASSISTANCE TO PROFESSIONALS AND TECHNICIANS

Each Party will endeavour to provide the necessary assistance to professionals, technicians and trainees sent by the other Party under this Memorandum of Understanding to enable them to accomplish their mission. The laws and regulations in force of the host country will be strictly observed by visiting missions from the sending Party.

The foregoing will not limit the right of either Party to adopt or execute measures necessary to uphold public health, morals, public order or security, and public safety.

SECTION 6

PRIVATE SECTOR INITIATIVE

The Parties will encourage private sector initiatives and partnerships in areas covered under this Memorandum of Understanding and support the same insofar as it is practicable.

SECTION 7

JOINT COMMITTEE

A Joint Committee composed of an equal number of designated representatives from both Parties will be established for the implementation of this Memorandum of Understanding. This Committee will meet once a year or every two years, with the venue to be mutually decided upon by the two parties, to study and formulate detailed programs for cooperation in the areas of agriculture and· review the progress of implementing this Memorandum of Understanding. The Joint Committee will submit a report jointly prepared and certified to the Secretary of Agriculture of the Republic of the Philippines and the Minister of Industry and Primary Resources of Brunei Darussalam.

SECTION 8

SETTLEMENT OF DISPUTES

Any dispute arising out of the interpretation, application or implementation of this Memorandum of Understanding will be settled amicably by consultation or negotiation, through diplomatic channels, between the Parties without reference to any third party or international tribunal.

SECTION 9

CONFIDENTIALITY

Each Party agrees to observe the confidentiality and secrecy of documents, scientific or technical information and other data received or supplied by the other Party in contemplation of and during the period of the implementation of this Memorandum of Understanding or any other agreements or arrangements made pursuant to this Memorandum of Understanding.

Both Parties agree that the provisions of this Section will continue to be binding between them notwithstanding the termination of this Memorandum of Understanding.

The Parties guarantee that scientific or technical information and data exchanged under this Memorandum or resulting from cooperative activities shall not be transferred or given to a third party without their prior written consent. This shall include information on and the results of joint research conducted under this Memorandum.

SECTION 10

INTELLECTUAL PROPERTY RIGHTS

1.

The protection of intellectual property rights will be enforced in conformity with the respective national laws, regulations and rules of the Parties and with their obligations under applicable international agreements to which they are parties to.

2.

Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-

(a)

jointly by the Parties or research results obtained through the joint activity effort of the Parties, will be jointly owned by the Parties in accordance with the terms to be mutually decided upon; and

(b)

solely and separately by either Party or the research results obtained through the sole and separate effort of either Party, will be solely owned by the Party concerned.

SECTION 11

AMENDMENT

Any amendment or revision to the text of this Memorandum will be made by mutual written consent of the Parties.

SECTION 12

EFFECTIVE DATE, VALIDITY AND TERMINATION

12.1

This Memorandum of Understanding will enter into effect on the date of the later written notification by the Parties, through diplomatic channels, indicating that the domestic requirements for its entry into force have been complied with.

This Memorandum shall be given provisional effectivity upon signature. It shall enter into force definitively on the date of the later written notification but shall be understood to retroactively cover projects implemented previous to the signing in anticipation of this Memorandum of Understanding.

12.2

This Memorandum will continue to have effect for a period of five (5) years. Thereafter, it may be extended for a further period of five (5) years subject to the mutual agreement of the Parties.

12.3

Notwithstanding anything in this Section, either Party may terminate this Memorandum of Understanding by an official notice, through diplomatic channels, notifying the other Party of its intention to terminate this Memorandum of Understanding. In such case, the Memorandum shall remain valid until thirty (30) days after the date on which one Party receives an official notification from the other Party expressing the desire of the latter to suspend or terminate the Memorandum.

12.4

The termination of this Memorandum of Understanding will not affect the implementation of ongoing activities and programmes which have been decided by the Parties before the date of the termination of this Memorandum of Understanding.

Done in Brunei Darussalam on this 27[th] day of April 2009, in two original texts, both in the English language.

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

For the Department of Agriculture of
the Republic of the Philippines

For the Ministry of Industry and Primary
Resources of Brunei Darussalam

(Sgd.)

HON. ARTHUR C. YAP
Secretary of Agriculture

(Sgd.)

YANG BERHORMAT PEHIN ORANG
KAYA SERI UTAMA DATO SERI
SETIA AWANG HAJI YAHYA BIN
BEGAWAN MUDIM DATO PADUKA
HAJI BAKAR
Minister of Industry and Primary Resources

Entry into Force: July 22, 2009

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