

MEMORANDUM OF UNDERSTANDING ON DEFENCE COOPERATION BETWEEN THE GOVERNMENT OF THE PHILIPPINES AND THE GOVERNMENT OF MALAYSIA

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THE GOVERNMENT OF THE PHILIPPINES and the GOVERNMENT OF MALAYSIA hereinafter referred to jointly as "PARTIES" and singly as "PARTY";

CONSIDERING the existing friendly relations between MALAYSIA (and
PHILIPPINES and their people;

DESIRING to strengthen these friendly relations;

CONSIDERING the wishes of the PARTIES to promote defence cooperation; "r-u

CONSIDERING that such cooperation shall be to the mutual benefit of both parties;

UNDERTAKING to, encourage the development of such cooperation to serve their economic interests and
defence aspirations;

hereby agree as follows:-

ARTICLE 1

SCOPE OF COOPERATION

The PARTIES undertake to actively promote defence cooperation in accordance with international law and their respective national laws and regulations in the following matters:-

- 1.1 Military cooperation as set out in Article 2.
- 1.2 Equipment and technology cooperation as set out in Article 3.
- 1.3 Cooperation in defence industries as set out in Article 4.

ARTICLE 2

MILITARY COOPERATION

The PARTIES agree to focus their military cooperation on the following subjects:-

2.1 MILITARY TRAINING

Military training of defence personnel shall whenever possible and appropriate be based on the concept of reciprocity. The Combined Committee will review the needs and possibilities of each PARTY with respect to various types of training availability or training possibilities in both military and academic institutions.

2.2 EXCHANGE OF INFORMATION

2.2.1 Exchange of information will be developed along the following lines:

- Operational concepts and doctrines;

- Technical information;
- Research and Development in Defence Science and Technology;
- Intelligence Sharing; and,
- Management techniques.

2.2.2 The mode of such exchange shall be determined by the Combined Committee and may consist, inter alia, of:

- Exchange of documents;
- Participation as observers in defence related activities with the consent of the PARTY initiating them;
- Technical and operational Seminars; and,
- Conduct of intelligence exchange conferences.

2.3 MILITARY EXERCISES

The PARTIES shall insofar as it is realistic practical and mutually beneficial, participate in exercises between their Armed Forces.

The type, mode and conduct of such exercises shall be determined by the Combined Committee.

2.4 USE OF FACILITIES

Each PARTY may permit the other Party to use its defence facilities pertaining to transit, service and maintenance, as may be determined by the PARTY providing the same/otherwise than for use for operational purposes. Each PARTY will bear its own cost for the use of such facilities.

2.5 EXCHANGE OF PERSONNEL

2.5.1 Each PARTY shall make its best endeavors in carrying out exchange of military personnel in areas of mutual benefit.

2.5.2 The Military personnel that will take part in this exchange will be nominated by the Parties and may include civilian advisers and technicians.

ARTICLE 3

EQUIPMENT AND TECHNOLOGY COOPERATION

The PARTIES agree that their equipment and technology cooperation shall be focused as follows:

3.1 Both PARTIES without prejudice to their ability to seek alternative and additional arrangements may, through their respective Ministries of Defence, mutually agree to cooperate in such areas as the repair, service and procurement of defence equipment and technology (hereinafter referred to as "the Services") of one PARTY by the other.

3.2 Where any of the Services are offered by one PARTY to the other, the PARTY offering the Services may upon request by the other PARTY, provide:

- 3.2.1 Advice and information on the range of the Services available.
- 3.2.2 Advice and information on the suppliers of the Services.

ARTICLE 4

COOPERATION IN DEFENCE INDUSTRY

4.1 Each PARTY shall make its best endeavors to promote industrial cooperation between defence related companies of the two countries.

4.2 Each PARTY shall inform the defence related companies of its country of the objectives and guidelines of this Memorandum of Understanding.

4.3 Each PARTY will make its best effort in order to facilitate and promote the development of technological, commercial and economic links between defence-related companies from both countries.

4.4 Arrangements capable of being covered under the terms of the Memorandum of Understanding existing prior to the execution of this Memorandum of Understanding shall be governed under the terms of this Memorandum of Understanding.

ARTICLE 5

MANAGEMENT OF COOPERATION

5.1 FORMATION OF COMBINED COMMITTEE

5.1.1 In order to monitor, manage and implement this Memorandum of Understanding, the PARTIES agree to establish a Combined Committee

5.1.2 This Committee is to be chaired alternately by either the official nominated by the Ministry of Defence of Malaysia if the meeting is to be held in > Malaysia, or by the official nominated by the Department of National Defense, Philippines if the meeting is to be held in the Philippines. This Committee may be assisted by experts from other Ministries, or Agencies as determined by each PARTY.

5.1.3 This Committee shall in principle meet alternately in MALAYSIA and PHILIPPINES once a year or as and when required upon mutual agreement.

5.1.4. This Committee shall at the conclusion of each meeting submit a joint report to the Minister of Defence of each PARTY.

5.1.5 Precise terms of reference for this Committee shall be drafted at its first meeting. This Committee shall also consider the financial aspects vis-a-vis the implementation of Article 2 except Article 2.4.

5.1.6 In order to facilitate mutual understanding, the English language may be used as a working language for the activities relating to this Memorandum of Understanding.

ARTICLE 6

FORMATION OF WORKING GROUP

6.1 If necessary, for the study and examination of specific subject-matters, the Combined Committee shall be entitled to establish a working group composed of Defence officials of both PARTIES.

6.2 The Working Group may also include officials from Other Ministries and/or Agencies and/or industries as appropriate.

6.3 The Working Group shall depend on the Combined Committee for its terms of reference and shall receive its directives from the Combined Committee as well as report to the Committee on the outcome of their work.

6.4 The Heads of the two delegations forming each Working Group shall be appointed by the Combined Committee and each PARTY shall inform the other of this appointment as appropriate.

ARTICLE 7 SECURITY AGREEMENT

7.1 Each PARTY shall guarantee that the handling of information on materials, projects, drafts, technical specifications and any other information exchanged under this Memorandum of Understanding shall be on the same or higher degree of security protection as assigned by the releasing PARTY, and shall take all possible measures to maintain such protection as long as it is required by the releasing PARTY.

7.2 The PARTIES guarantee that the document, the materials and the technologies exchanged under this Memorandum of Understanding shall be used only for the purposes set forth according to the agreement between the PARTIES and within the framework of this Memorandum of Understanding.

7.3 The transfer to third Parties of defense information, documents, technical data and materials, either classified or unclassified, available under this Memorandum of Understanding, shall be subject to prior written approval of the originating Government, Agencies or Companies.

7.4 Visits of one PARTY's official to government bodies, agencies and firm under the authority of the PARTY shall be governed by the procedures and requirements of each PARTY.

ARTICLE 8 INTELLECTUAL PROPERTY RIGHTS

The PARTIES shall protect the intellectual property rights of the other PARTY or any third party in accordance with the laws and regulations of the respective PARTIES. Any transfer of such rights shall be governed by such laws and regulations.

ARTICLE 9 GENERAL PROVISIONS

9.1 SETTLEMENT OF DISPUTES

Any difference or dispute in connection with the interpretation and the application of this Memorandum of Understanding shall be solved through mutual consultation between the Parties within the framework of the Combined Committee and, if necessary, through diplomatic channels.

9.2 SPECIFIC COOPERATION AGREEMENT

For the further and better implementation of this Understanding, both PARTIES agree that as and when required by either PARTY in a particular case both PARTIES shall enter into separate detailed agreements covering such specific areas of cooperation.

ARTICLE 10 VALIDITY

10.1 The Memorandum of Understanding shall become effective on the date of signing. If either PARTY considers necessary to terminate this Memorandum of Understanding notification of its intention shall be given to the other PARTY six (6) months in advance.

10.2 The termination of this Memorandum of Understanding shall not be prejudicial to the implementation of the contracts already signed, which shall be executed according to the principles previously established for each of them. Duties and obligation set forth in Article 7.1 shall be maintained in any case.

10.3 This Memorandum of Understanding can be amended at any time by mutual agreement of both PARTIES.

Done at Quezon City Philippines on this 26th day of September 1994, in two (2) original texts, in English Language.

The undersigned being duly authorized by their respective Government have signed the present Memorandum of Understanding.

FOR AND ON BEHALF OF THE
GOVERNMENT OF MALAYSIA

FOR AND BEHALF OF THE
GOVERNMENT OF THE PHILIPPINES

(Sgd.) DATO' SERI MUHAMAD NAJIB TUN RAZAK

(Sgd.) RENATO S. DE VILLA

MINISTER OF DEFENSE

SECRETARY OF NATIONAL

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