BILATERAL

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE KINGDOM OF NORWAY REGARDING ASSISTANCE TO THE PHILIPPINE COAST GUARD (“PCG”) TO UPG...

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WHEREAS, the Government of the Republic of the Philippines ("the Philippines”) has requested the Government of the Kingdom of Norway ("Norway") for assistance to upgrade the Philippine National Oil Spill Contingency Plan ("the Project");

WHEREAS, Norway has decided to comply with the request;

NOW, THEREFORE, the Philippines and Norway have reached the following understanding which shall constitute an Agreement between the Contracting Parties.

ARTICLE I
Scope, Goal and Objectives

1. This Agreement sets forth the terms and procedures for Norway's financial and technical assistance to the implementation of the Project as set out in the Project Summary "Upgrading of Philippine National Oil Spill Contingency Plan" dated. August 1997 attached to this Agreement as Annex I.

The Project is further described in the Project Summary attached to this Agreement as Annex I.

2. The Goal of the Project is to establish the necessary legislative framework, organizational structures, manpower skills, technical standards and operational procedures for the development of an effective revised National Oil Spill Contingency Plan ("NOSCP") in the Philippines, resulting in reduced environment damage caused by oil spill in the marine environment.

3. The Objectives of the Project are to:

- Establish a Project Steering Committee involving concerned government departments/ agencies and the Philippine Coast Guard ("PCG") to co-ordinate and supervise the overall efforts to revise the NOSCP and, if appropriate serve as a standing committee for such purposes.

- Harmonize national legislation and national standards on oil spill contingency planning (for the offshore oil exploration and exploitation activities, refineries and oil terminals) in accordance with international legislation and international standards

- Develop a cost recovery mechanism, through legislation, whereby the industry partly compensates the cost incurred in maintaining an oil spill emergency preparedness system related to risks caused by the activity of the industry

- Upgrade the NOSCP to include a) offshore / ship accident and environment risk assessment, and b) Marina

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Resource Data Base System
Prepare concrete suggestions for the development of a revised NOSCP to be carried out by PSG

- Improve training schemes for oil spill combating personnel and in particular on the scene commanders including maintenance and cleaning of oil spill combat equipment after use.

- Assess the existing national oil spill recovery capacity and prepare for the specifications of any additional oil spill recovery vessels and equipment needed to meet future Project needs.

ARTICLE II
IMPLEMENTING ARRANGEMENTS

1. Norway and the Philippines shall cooperate fully and maintain all communication lines open to ensure that the objectives of the Project are successfully attained.

2. In matters relating to the implementation of this Agreement, the Norwegian Agency for Development Cooperation ("NORAD") and PCG shall be competent to represent Norway and the Philippines respectively.

3. Representatives from Norway and the Philippines shall meet in January 2000 (the Project Meeting") to review the implementation of the project and to assess the priorities and the financial requirements for the 2000 financial year. On the basis of the proposals and the reports referred to in Article VI, the Contracting Parties shall discuss and decide upon a work plan and a budget for the coming financial year. Central elements of the discussions and all decisions from the Project Meeting shall be recorded in Agreed Minutes.

The Project meeting shall be called by the PCG and chaired by the representative of PCG. If for any reason, and by any of the Parties, during the Project period it is established that a second Project meeting is required, then the Parties shall meet in March 2000, and agree on the time and venue for the second Project Meeting. The reporting procedures and content as referred to in this Agreement for the January 2000 Project Meeting shall also apply for a possible Project Meeting

4. The Philippines through the Philippine Coast Guard, shall enter into the following contracts (collectively "the Contracts")

- A negotiated Contract with a reputable "Norwegian Classification Society" (the Consultant) regarding the implementation of the Project

- Contracts with the Norwegian Maritime Directorate and the Norwegian Pollution Control Authority (collectively "the Advisers") regarding advisory services to the Steering Committee during the project period.

The Contracts shall be submitted to Norway for approval before entering into force.

ARTICLE III
Contributions and Obligations of Norway

1. Norway shall, subject to Parliamentary appropriations and on the terms and procedures set out or referred to herein, provide a financial grant not exceeding NOK 5,000,000 (Norwegian kroner five million) ("the Grant"), to be used exclusively to finance the project in the planned period 2000-2001.

2. Norway reserves the right to withhold disbursements at any time in case, i.a.,

- substantial deviations from agreed plans and budget occur;

- resources to be allocated by the Philippines are not provided as agreed;

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- the documentation specified in Article VI below is not delivered as agreed;

- the Project develops unfavorably in relation to the goal and objectives.

3. Before withholding any disbursement from the Grant, the Contracting Parties shall consult with each other with the view to reaching a solution on the matter and if, necessary, refer also to Article IX.

4. Any funds not fully utilized for one activity, may upon previous agreement between the Contracting Parties, be utilized for the benefit of other activities within the project.

ARTICLE IV
Contributions and Obligations of the Philippines

The Philippines, through the PCG, shall make all reasonable efforts to facilitate the successful implementation of the Project, and shall hereunder:

1. Have the overall responsibility for the planning, administration and implementation of the Project, including all categories of works, repair and maintenance of equipment, spare parts, goods and materials mad available under this Agreement;

2. Finance the local currency costs referred to in Annex I and other resources that may be required over and above the Grant for the successful implementation of the Project;

3. Keep specific accounts of all expenditures charged to the Grant;

4. Seek exemption from any internal revenue tax of the Consultant payable under the laws of the Philippines in respect of the emoluments paid by Norway, in accordance with the Convention between the Government of the kingdom of Norway and the Government of the Republic of the Philippines for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and on capital, signed in Manila in July 1987;

5. Promptly inform Norway of any condition which interferes or threatens to interfere with the successful implementation of the project;

6. Furnish the Consultant, free of charge, with the relevant data and information necessary to ensure the successful implementation of the project, subject to a Confidentiality Agreement between the PCG and the Consultant.

7. In coordination with the Philippine Coast Guard, the representatives of Norway may visit any part of the Philippines and examine any relevant records and documents for purposes related to this Agreement.

ARTICLE V
Disbursements

NORAD shall, upon requests from the PCG, effect disbursements direct to the Consultants and the Advisers for the cost incurred under the Contracts. Such disbursements will be made against receipt and approval of auditor certified invoices issued by the Consultant and the Advisors and approved by PCG.

ARTICLE VI
Reports

1. The PCG shall submit to NORAD semi-annual progress reports on the implementation of the Project. A format for the report is given in Annex II to this Agreement.

The report shall include:

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- Progress report giving information on actual outputs compared to planned outputs, targets, work plans and time schedule, use of inputs, problems encountered or foreseen and other information related to the implementation;

- Project accounts related to the agreed budget, specifying income from all sources and all expenditures.

2. As a preparation for the meeting mentioned in Article II, clause 3 above, the Philippines shall submit to Norway :

- workplan with planned outputs and time schedules for 2000;

- a budget for 2000 showing all income and expenditures;

These documents, together with the report as mentioned in clause 1 above, shall provide the basis for the discussions and decisions in the Project Meeting referred to in Article II, clause 3. The documentation shall reach Norway at least three weeks prior to the meeting.

3. The Philippines shall submit to Norway a final report within six months after the completion of the Project. The report shall give a summary of outputs and activities undertaken, achievements compared to the goals and objectives, and an assessment of the efficiency of the Project

4. Norway shall respond within six weeks upon receipt of the reports mentioned above.

5. Norway shall annually submit reports to the Philippines on payments by Norway to Article V, clause 1, above.

ARTICLE VII
Project Review

The Contracting Parties shall during the Project period agree upon measures for independent information, evaluation and review of the Project, including a joint Project Review to be financed by the Grant as stated in the budget in Annex I of this Agreement.

ARTICLE VIII
Data Ownership

The Government of the Philippines shall have exclusive ownership and control of the data/information generated by the Project.

ARTICLE IX
Settlement of Disputes

Differences which may arise, relating to the interpretation and application of the provisions of this Agreement shall be settled by means of negotiations between the Government of the Philippines and the Government of Norway or in any other manner which may be mutually agreed upon.

ARTICLE X
Entry into Force

1. This Agreement shall enter into force on the date of the later notification by either Contacting Party, through diplomatic channels, indicating that their respective internal legal requirements for its entry have been complied with.

2. This Agreement may be amended upon the mutual agreement by the Contracting Parties. The amendments shall enter into force in accordance with the provisions on entry into force.

3. This Agreement shall remain into force until both Contracting Parties have fulfilled all obligations arising

therefrom. Whether these obligations shall be regarded as fulfilled shall be determined in consultation between Contracting Parties.

4. Notwithstanding the previous clause both Contracting Parties may terminate the present Agreement by giving three (3) months written notice to the other Contracting Party.

In witness whereof, the undersigned, acting on behalf of their respective Governments, have signed the present Agreement in two originals in the English language.

Done on this 14th day of October 1999,

For the Government of the
Republic of the Philippines

For the Government of the
Kingdom of Norway

His Excellency

Her Excellency

(Sgd.) DOMINGO L. SIAZON. JR.
Secretary of Foreign Affairs

(Sgd.) INGA MAGISTAD
Ambassador Extraordinary and
Plenipotentiary

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