BILATERAL

MEMORANDUM OF UNDERSTANDING ON DEFENCE INDUSTRY AND LOGISTICS COOPERATION BETWEEN THE DEPARTMENT OF NATIONAL DEFENSE OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF DEFEN...

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The Department of National Defense of the Republic of the Philippines (PH-DND) and the Ministry of Defence of the Republic of India (INDIA-MOD), hereinafter referred to singly as the 'Party' and jointly as the 'Parties';

DESIRING to further strengthen friendly and cooperative bilateral relations between the two countries;

RECOGNISING their shared interest in enhancing bilateral defence cooperation, RECALLING their Agreement concerning Defense Cooperation signed on 4 February 2006, and ACKNOWLEDGING the mutual benefits that can be derived through closer cooperation in the fields of defence industry and logistics; Have reached the following Understanding:

Article 1
GENERAL PROVISION

The Parties commit to develop and promote cooperation between them in the fields of defence industry and logistics in accordance with their respective Constitutions, national laws, regulations and policies and based on friendship, reciprocity and common interest.

Article 2
PURPOSE

2. 1 The purpose of this Memorandum of Understanding (MOU) is to provide a framework for enhancing and strengthening cooperation and coordination between the Parties in facilitating cooperation in the defence industry and logistics and logistics-related activities.

2.2 To pursue this purpose, the Parties will endeavour for the attainment of mutual cooperation in logistics. support and services and in the development, production and procurement of defence materials.

Article 3
AREAS OF COOPERATION

3.1 Cooperation under this MOU will cover defence industry-related areas of research, development and production; and the acquisition, procurement and export of defence articles between the Parties as well as logistics-related areas, including training, between the Armed Forces of the Parties

3.2 The Parties will facilitate, where appropriate, direct contact between their Armed Forces and cooperative logistics efforts in furtherance of the intent and spirit of this MOU, including mutual logistics support during humanitarian relief and disaster relief (HADR) activities or other cooperative efforts and unforeseen circumstances or exigencies as mutually agreed.

3.3 The Parties will exert their 'best efforts' to promote and facilitate the participation of their respective country's

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defence industry in each other's acquisition and. procurement as' well as, in joint research, development and production of defence articles.

Article 4
FORMS OF COOPERATION

4.1 Defence industry and logistics cooperation covered by this MOU between the Parties will include the following

- Cooperation in the development, production, supply, operation and management of defence materials and equipment;

- Exchange of logistics and defence industry personnel;

- Transfer of technology to include training on Joint Research and Development on subject of mutual-interest maximizing the utilization of indigenous material and the production capability and conduct of joint seminars and meetings on logistics and defence industry;

- Exchange of information and data on logistics and defence industry;

- Conveying on joint seminars and meetings on logistic and defence industry;

- Cooperation in export to third countries, as well as mutual acquisition and procurement of defence articles; and

- Other areas as may be mutually agreed upon.

4.2 Defence industry and logistics cooperation and between the Parties will also extend to the protection of their applicable patent, intellectual property rights and classified information

4.3 The Parties will conclude Implementing Arrangements to implement this MOU or any part thereof, as required.

Article 5
JOINT LOGISTICS AND DEFENCE INDUSTRY COMMITTEE

5.1 To effectively pursue the implementation of this MOU, the Parties will establish a Joint Defence Industry and Logistics Committee (hereinafter referred to as the “Joint Committee”) to address issues and promote mutual cooperation.

5.2 The Joint Committee will be composed of representatives from each Party to be co-chaired by the Assistant Secretary for Acquisition, Installations and Logistics from PH-DND and the Joint Secretary (Defence Industries Promotion), Department of Defence Production, MoD, India

5.3 The Joint Committee will be supported by technical and support teams form each of the Parties as required to effectively address specific project(s) or issue(s) of mutual interest.

5.4 The Joint Committee will meet alternately and hosted by each Party as needed. The date, venue and agenda for the Joint Committee Meeting (JCM) will be agreed upon in advance.

5.5. The task of the Joint Committee will be to:

- Identify potential areas of cooperation and propose items of common interest in defence industry and logistics;

- Manage, oversee and coordinate defence industry and logistics cooperation;

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- Cooperation and exchange information on defence equipment, materials and services; d. Formulate and recommend Implementing Arrangements; and

- Explore other ways of cooperation in defence industry and logistics.

5.6. Agreements reached by the Joint Committee will be implemented upon approval by both Parties.

Article 6
COOPERATION OF DEFENCE INDUSTRY FIRMS

6.1 The implementation of this MOU calls for the participation of commercial and trade firms and entities in the defence industries of the two (2) countries. Each Party will inform the concerned firms or entities within its own jurisdiction of the basic principles of this MOU and shall establish their own respective rules to implement these rules and principles.

6.2 The Parties will exert their 'best efforts' to ensure that the firms and entities in the defence industry of their respective countries will honour the contractual commitments and obligations made within the framework of the MOU

Article 7
PROVISIONS OR INFORMATION ON DEFENCE INDUSTRY ARTICLES,
SERVICES AND FACILITIES

7.1 In the conduct of mutual procurement of defence articles, each Party will exert 'best efforts' to assist the other Party on any request for information related to defence industry articles, services and facilities.

7.2 The Supplying Party would, in so far as national laws and regulations allow, compel the supplying firm or entity to assist the procuring entity to fulfil its contractual obligations ln providing operational training for the procured material so that the procuring entity can adequately operate the same. The terms and conditions for the training services and costs of such support shall be determined through a separate arrangement between the Parties or the contracting firms or entities.

7. 3 The Procuring .Party shall inform the Supplying Party of the requirements of the Procuring Party's Armed Forces for materials and services in connection with cooperation activities as outlined in this MOU, so that where appropriate, the Supplying Party may offer timely and suitable advice of assistance on ways to satisfy those requirements.

7.4 Logistics support between the Parties will be subject to an Implementing Arrangement which will specify detailed conditions on LSSS, price/cost, payment, responsibilities and other provisions or the reciprocal provisions of logistics support, supplies and services.

7.5 For Joint R&D projects under this MOU, except where otherwise indicated, both, Parties with the participation of Government Funded Agencies and other stakeholders shall formulate Interim Guidelines on the Implementation· of R&D initiatives for its effective implementation as may be required by the governing laws and constitution of the respective parties.

Article 8
INTELLECTUAL PROPERTY RIGHTS
8.1 The Parties recognize that technical information which may be released and shared as a result of the cooperation, including procurement activities between and among them may involve intellectual property rights. The procuring Parties will be responsible for protecting such information from unauthorized usage or access by unauthorized personnel.

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8.2 Either Party will not convey, share or transmit in any form, including through electronic or other means, any privileged information, special scientific and technological knowledge as acquired in the course of the implementation of this MOU to a third country or citizen or organization of a third country, without the prior written approval of the other Party.

8.3 Registration of inventions, techniques, processes and other such beneficial results arising out of the activities under this MOU under the respective copyright and patent laws of the Parties, would be subject to prior mutual of the Parties. Article 9 FINANCIAL ARRANGEMENT 9.1 Unless otherwise provided for in an Implementing Arrangement, each Party, agency, organization or enterprise will bear the cost of its participation and that of its personnel engaged in cooperative activities under this MOU.

Article 10
SETTLEMENT OF DISPUTES

10.1 The Parties will immediately consult with each other to resolve any differences in the interpretation or application of this MOU or in the implementation of plans, programs or activities under this MOU.

10.2 The Parties will not refer such differences to any third party or tribunal, local court, international court or board of arbitration unless mutually agreed.

Article 11
SECURITY

11.1 Each Party will guarantee classified materials, projects, technical specifications and any other information exchanged under this MOU the same or higher degree of security protection as assigned by the Originating Party and will make all possible efforts to maintain such protection as long as required by the Originating Party.

11.2 The transfer to third parties (including industries) of defence information, documents, technical date and materials, either classified or unclassified, under this MOU, will be subject to approval of the Originating Party which makes them available, unless otherwise specified by agreements between the two (2) Parties.

Article 12
PROTECTION OF CLASSIFIED INFORMATION

Subject to applicable law or court order requiring the disclosure, the Parties shall not disclose any! classified information obtained under this MoU or any other agreements arising out of this MoU, other than to members of their own staff who have been cleared by their respective Governments and to whom such disclosure is essential for the purposes of giving effect to this MoU or to any other further agreements and only after having taken all reasonable precautions to ensure that such members of staff !shall at all times maintain strict secrecy. The Parties shall not use any classified information obtained during any bilateral cooperation between them to the detriment or against the interests of the other Party

Article 13
DURATION, VALIDITY AND TERMINATION

13. 1 This MOU will come into effect on the date of the later written notification by the Parties, through diplomatic channels, indicating that their domestic requirements for its corning into effect have been completed.

13.2 This MOU will be effective for five (5) years and renewable automatically for equivalent period unless one (1) Party notifies the other in writing, through diplomatic channels, of its intention to suspend or terminate this MOU at least ninety (90) days prior to the intended d:ate of termination.

13. 3 The termination of this MOU will not affect the implementation of any on-going activities or projects, unless both Parties mutually decide otherwise.

13.4. Any amendment to this MOU will be made by mutual written agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this MOU in ..... on the ..... day of ..... In the year ..... In two (2) copies in the English and Hindi Languages, both texts being valid. In case of differences in interpretation, the English text will prevail.

FOR THE DEPARTMENT OF
NATIONAL DEFENSE OF THE
REPUBLIC OF THE PHILIPPINES

(Sgd.) DELFIN N. LORENZANA
Secretary
Department of National Defense

FOR THE MINISTRY OF DEFENCE
OF REPUBLIC OF INDIA

(Sgd.) JAIDEEP MAZUMDAR
Ambassador of India to the Philippines

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