

AGREEMENT ON THE COOPERATION IN THE FIELD OF AGRICULTURE & OTHER RELATED AREAS BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

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The Government of the Republic of the Philippines and the Government of the People's Republic of China (hereinafter referred to as "two Parties"),

Desiring to further enhance the existing friendly relations between the People's Republic of China and the Republic of the Philippines on the basis of the principles of equality, mutual benefit and mutual respect,

Recalling the 1978 Scientific and Technological Cooperation Agreement between the two countries,

Recognizing the importance of agriculture in national development and in the improvement of the standard of living of the people in each country,

Cognizant of the need to undertake collaborative endeavors in agriculture and related fields to propel their respective economies up,

HAVE AGREED AS FOLLOWED:

ARTICLE I

General Provisions

The two Parties shall promote scientific and technical, economic and trade cooperation in the field of agriculture in light of laws and relevant regulations of their respective countries.

ARTICLE II

Areas of Cooperation

1. The scope of cooperation may be in the areas of plant and animal science, food processing, crop technology, irrigation and water resources management, waste management, organic farming, agricultural mechanization, inter alia, and shall include the following: .

1.1 Exchange of professionals, scientists, and technicians for study, observation, and training in agriculture, fisheries, and agriculture-related fields;

1.2 Exchange of plant and germplasm subject to existing laws, regulations, and policies of both countries;

1.3 Exchange of scientific and technical information on agriculture and related fields;

1.4 Collaborative studies on mutually agreed specific areas of cooperation;

1.5 Organization of workshops, symposia, training courses and exhibitions on subjects of mutual interests;

1.6 Trade and agricultural vertical integration promotion

2. The Parties shall encourage the involvement of concerned agencies, the academe, scientific and business communities of both countries to generate broad interest and increased activities, including joint agribusiness ventures.

3. Enterprises from both countries will cooperate in the processing and assembling of farm machines. The Chinese side will encourage its financial institutions to facilitate the provision of concessional credit arrangements based on business contracts signed by Philippine and Chinese enterprises.

ARTICLE III

Implementation Arrangement

The Parties agree to negotiate specific project arrangements in accordance with the provisions of this Agreement to implement the aforementioned areas of cooperation.

ARTICLE IV

Joint Committee

1. To ensure the implementation of this Agreement, the Parties shall establish a Joint Committee comprised of an equal number of representatives from both sides as may be agreed upon through diplomatic channels. The lead coordinating and responsible agencies shall be as follows:

For the Republic of the Philippines, the Department of Agriculture,

For the People's Republic of China, the Ministry of Agriculture.

2. The Joint Committee shall formulate and submit policy recommendations with a view to promoting the development of agricultural and related fields of both countries. It shall also be responsible for planning, implementing, monitoring and evaluating projects identified under this Agreement.

3. As may be necessary, the Joint Committee may create "Working Group(s)" for specific areas. For this purpose, the Joint Committee shall determine the procedure and other guidelines to be followed by the "Working Group(s)" to ensure efficiency.

4. A liaison secretary from both sides shall be designated in order to coordinate with concerned agencies and deal with daily and routine work of the Joint Committee and any Working Group thus established.

5. The Joint Committee shall meet every two years alternately in the Philippines and China with a representative from the host country as chairman of the meeting. Whenever necessary, an interim meeting may be held subject to agreement between the Parties, through diplomatic channels. The liaison secretaries from both sides shall meet in the year when the Joint Committee does not meet, alternately in the Philippines and China to exchange views on related subjects.

6. The agenda of the meeting will include the drafting of the working plans and a review of the progress of the implementation of projects undertaken pursuant to this Agreement.

ARTICLE V

Confidentiality

The Parties shall ensure that the scientific and technical data and information mutually provided, including the results of joint research carried out under this Agreement, are not transferred or supplied to a Third Party without prior written consent. Matters pertaining to intellectual property rights that may arise from an activity undertaken under this Agreement shall be determined and agreed upon by the Parties prior to the activity's implementation.

ARTICLE VI

Expenses and Other Forms of Assistance

1. The sending country shall be responsible for international travel and related costs from its port of departure to the port of entry in the receiving country. The receiving country shall be responsible for local expenses including inland transportation costs, board and lodging of the members of the visiting delegation for the duration of the official mission in its territory.
2. The requesting Party shall shoulder the cost of postage and freight of materials/documents being requested.
3. Each Party shall endeavor to provide the necessary assistance to professionals, technicians and trainees sent by the other Party under this Agreement to accomplish their mission. They shall observe the laws and regulations in force in the host country.
4. The foregoing provision shall not limit the right of either Party to adopt or execute measures necessary to uphold public health, morals, public order or security.

ARTICLE VII

Dispute Settlement

Any dispute arising out of the interpretation, application and implementation of this Agreement shall be settled amicably by consultation or negotiation through diplomatic channels between the Parties.

ARTICLE VIII

Entry into Force

This Agreement shall enter into force on the date of the later notification in written form by the Contracting Parties, through diplomatic channels, indicating that the domestic legal requirements for its entry into force have been complied with.

ARTICLE IX

Amendment

Either Party may request in writing, through diplomatic channels, a revision or amendment of this Agreement. Any revision or amendment agreed upon by the Parties shall become effective in accordance with the foregoing Article.

ARTICLE X

Validity/Termination

This Agreement shall be valid for a period of five years and shall automatically be renewed for similar period(s) unless sooner terminated by written notice, through diplomatic channels six months prior to the intended date of termination. The future extension of this Agreement will follow this practice. The termination of this Agreement is without prejudice to the completion of on-going projects.

Done in Beijing, China, on 13th day of September 1999 in duplicates in both English and Chinese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES

FOR THE GOVERNMENT OF THE

PEOPLE' S REPUBLIC OF CHINA

(Sgd.)

(Sgd.)

Secretary of Agriculture

Minister of Agriculture

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