

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF AGRICULTURE, LIVESTOCK AND IRRIGATION OF THE REPUBLIC OF...

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THE DEPARTMENT OF AGRICULTURE OF THE REPUBLIC OF THE PHILIPPINES and, THE MINISTRY OF AGRICULTURE, LIVESTOCK AND IRRIGATION OF THE REPUBLIC OF THE UNION OF MYANMAR, (hereinafter referred to singularity as "Participant" and collectively as the "Participants");

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

HAVE REACHED the following understanding:

PARAGRAPH I

GENERAL PROVISION

This Memorandum of Understanding establishes a general framework for bilateral cooperation in the field of food security and agriculture between the Participants.

PARAGRAPH II

SCOPE AND AREAS OF COOPERATION

The participants will endeavor to strengthen cooperation in the areas of food security in support of initiatives in agriculture, fisheries, food processing and Halal industry through the following:

- Promotion of investments through joint-venture arrangements;
- Conduct of research and development activities including efforts in developing mutual recognition of standards, certification and accreditation as well as facilitate transfer of technology in the areas of mutual interest;
- Sourcing raw materials for the purpose of value-adding;
- Conduct of training and capacity building in both technical and managerial levels;
- Development of partnership in the production of Halal food for the international market;
- Exchange of materials and information related to aforementioned area of cooperation;
- Exchange of innovative agricultural extension modalities;
- Forage production for ruminants; and
- Strengthen cooperation in other related areas to be identified and jointly decided upon by both Participants.

PARAGRAPH III

IMPLEMENTATION

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

PARAGRAPH IV

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 Participants prior to implementation.

Such arrangements will be in accordance with the regulations and practices of the Participants.

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

PARAGRAPH V

ASSISTANCE TO PROFESSIONALS AND TECHNICIANS

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

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

PARAGRAPH VI

PRIVATE SECTOR INITIATIVE

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

PARAGRAPH VII

JOINT COMMITTEE

- A Joint Committee composed of an equal number of designated representatives from both Participants will be established for the implementation of this Memorandum of Understanding.

- The Joint Committee will meet once a year or every two years, with the venue to be mutually decided upon by the two Participants.

- The Joint Committee will:

- study and formulate detailed programs for cooperation in the areas of food security and agricultural cooperation;

- review the process of implementing this Memorandum of Understanding; and

- Submit a report jointly prepared and certified to the Secretary of Agriculture of the Republic of the

Philippines and the Union Minister of Agriculture, Livestock and Irrigation of the Republic of the Union of Myanmar.

PARAGRAPH VIII

SETTLEMENT OF DISPUTES

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

PARAGRAPH IX

CONFIDENTIALITY

- Each participant accepts to observe the confidentiality and secrecy of documents, scientific or technical information and other data received or supplied by the other Participant in contemplation and during the period of implementation of this Memorandum of Understanding or any other agreements or arrangements made pursuant to this Memorandum of Understanding.
- Both Participants accept that the provision of this paragraph will continue to be binding between them notwithstanding the termination of this Memorandum of Understanding.
- The Participants guarantee that scientific or technical information and data exchanged under this Memorandum of Understanding or resulting from cooperative activities will not be transferred or given to a third party without their prior written consent. This will include information on and the results of joint research conducted under this Memorandum of Understanding.

PARAGRAPH X

INTELLECTUAL PROPERTY RIGHTS

- The protection of intellectual property rights will be enforced in conformity with the respective national laws, regulations and rules of the Participants and with their commitments under applicable international agreements to which they are participants to.
- In case technological, products and services development carried out under this Memorandum of Understanding results in intellectual property, the Participants will conclude a separate arrangement in accordance with their respective regulations.

PARAGRAPH XI

AMENDMENT

Any amendment or revision to the text of this Memorandum of Understanding will be done by mutual written consent of the Participants. Such amendment or revision will come into effect in accordance with the provisions on effectivity.

PARAGRAPH XII

EFFECTIVE DATE, VALIDITY AND TERMINATION

- This Memorandum of Understanding will come into effect on the date of signing.
- This Memorandum of Understanding will remain effective for a period of five(5) years, and will be renewed for a similar period, unless a Participant officially notifies the other Participant, through diplomatic channels, of its desire to suspend or terminate this Memorandum. In such a case, the Memorandum will remain effective until sixty (60) days after the date on which one Participant receives an official notification from the other Participant expressing the desire of the latter to suspend or terminate this Memorandum.
- The termination of this Memorandum of Understanding will not affect the implementation of ongoing activities and programs which have been decided by the Participants before the date of termination of this Memorandum of Understanding.

SIGNED in duplicate in Nay Pyi Taw, Myanmar, on 20 March 2017, in the English language.

FOR THE GOVERNMENT

FOR THE GOVERNMENT

OF THE REPUBLIC OF

OF THE REPUBLIC OF

THE PHILIPPINES:

THE UNION OF MYANMAR:

(Sgd.) EMMANUEL F. PIÑOL

(Sgd.) DR. AUNG THU

Secretary of Agriculture

Union Minister of Agriculture

Livestock and Irrigation

Entry into Force: March 20, 2017

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