

## **AGREEMENT ON SCIENTIFIC AND TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE REPUBLIC OF PERU**

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The Government of the Republic of the Philippines and the Government of the Republic of Peru, hereinafter referred as the "Contracting Parties";

Moved by the desire to strengthen the ties of friendship and cooperation, and to establish mechanisms that contribute to the promotion and development of science and technology in both countries;

Based on the principles of equality and mutual benefit to attain the development needs and objectives of both countries;

Have agreed as follows:

### **ARTICLE I**

The present Agreement aims to encourage scientific and technical cooperation between the Contracting Parties in accordance with their national priorities, through the promotion and execution of programs and projects in areas of common interest; and the broadening of ties between their scientists, technicians and institutions.

### **ARTICLE II**

To implement the scientific and technical cooperation provided for in Article IV hereof, the participants in these Cooperative Activities shall negotiate and conclude specific project arrangements or protocols in accordance with the provisions of this Agreement.

The specific project arrangements or protocols shall contain, among others, detailed description of the activities to be jointly undertaken, the manner in which the activities shall be carried out, the contributions of the cooperating institutions, their rights, obligations and responsibilities and the financial conditions in undertaking the activities.

### **ARTICLE III**

The Contracting Parties, as may be determined through diplomatic channels, may meet alternately in the Philippines and Peru for the purpose of preparing the programs under this Agreement and the evaluation of this Agreement.

### **ARTICLE IV**

Within the framework of this Agreement, scientific and technical cooperation shall include:

A.undertaking of joint special studies/researches, conferences, seminars, and symposia in scientific and technical fields;

B.exchange of scientists, technologists, experts and research workers in scientific and technical fields;

C. upon request, provision of services of professionals, experts and research workers in scientific and technical fields;

D. grant of fellowships for graduate and post graduate studies, training or study tour in scientific and technical fields;

E. exchange of scientific and technical information;

F. sending of equipment and material required for the execution of specific projects;

G. organizing seminars and conferences; H. rendering of consultancy services; and

H. other forms of scientific and technical cooperation that may be mutually agreed upon by the Contracting Parties.

All such cooperative activities undertaken in pursuance of this Agreement are hereinafter referred to as the "Cooperative Activity" or "Cooperative Activities."

### **ARTICLE V**

The scientists, technologists, experts, research workers, fellows and other persons exchanged under this Agreement shall observe the laws and regulations "in force in the country to which they are sent.

Each Contracting Party shall give the scientists, technologists, experts, research workers, fellows and other persons sent by the other Party under this Agreement the necessary assistance so that they may accomplish their mission.

The provisions of the present Agreement shall not limit the right of either Contracting Party to adopt or execute measures for reasons of public health, morals, order or security.

### **ARTICLE VI**

Each Contracting Party pledges not to convey to a third country or citizens or organizations of a third country, without the written approval of the other Contracting Party, new scientific and technical knowledge acquired in the course of the implementation of the present Agreement.

Subject to the stipulations governing specific project arrangements under this Agreement, the Contracting Parties shall become joint owners of whatever inventions, techniques, processes and other such beneficial results arising out of the activities under this Agreement and may apply for registration under all or any, Intellectual Property Rights existing in either or both Contracting Parties.

### **ARTICLE VII**

Any dispute relative to the interpretation of the present Agreement must be resolved amicably through negotiation or consultation between the Contracting Parties.

### **ARTICLE VIII**

For the implementation of this Agreement, the executive agencies designated are the Department of Science and Technology for the Government of the Republic of the Philippines and the Executive Secretariat of International Technical Cooperation of the Ministry of the Presidency for the Government of the Republic of Peru.

## ARTICLE IX

The present Agreement shall enter into force on the date of receipt of the last notification by which the Contracting Parties inform each other through diplomatic channels, that their respective constitutional requirements for the effectivity of this Agreement have been complied with.

The present Agreement shall have a validity of five (5) years, automatically renewable for periods of two years, unless one of the Contracting Parties notifies the other, through diplomatic note, at least six months in advance, of its intention to terminate this Agreement.

## ARTICLE X

The termination of the present Agreement shall not affect the validity or execution of programs, projects or activities already agreed upon, which shall continue until their conclusion.

Signed this 15th day of November 1996, in Manila, Philippines, in two (2) copies, in the English and Spanish languages, both texts being equally authentic.

## FOR THE GOVERNMENT OF THE FOR THE GOVERNMENT OF THE

**REPUBLIC OF THE PHILIPPINES: REPUBLIC OF PERU:**

(Sgd.) DOMINGO L. SIAZON. JR. (Sgd.) DOMINGO PALERMO

Secretary of Foreign Affairs Minister of Education

Entry into Force: June 28, 2002

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