

MEMORANDUM OF UNDERSTANDING ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE DEPARTMENT OF SCIENCE AND TECHNOLOGY OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF S...

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The Department of Science and Technology of the Republic of Philippines and the Ministry of Science and Technology of the People's Republic of China (hereinafter referred to as: "Participants"),

REFERRING TO the Joint Statement between the Republic of Philippines and the People's Republic of China issued in Beijing in October 2016, and the Agreement on Scientific and Technological Cooperation between the Government of the Republic of Philippines and the Government of the People's Republic of China signed in Manila on March 1978, and

RECOGNIZING the importance of science and technology for sustainable development of national economies;

DESIROUS of strengthening scientific and technological cooperation between the two countries to further promote their scientific and technological capacity building and contribute to the friendly relations existing between the two countries;

Have reached the following understanding:

PARAGRAPH 1

Scope of Cooperation

The Participants will encourage and support the cooperation in the fields of science and technology between the two countries on the basis of equality and mutual benefit, fair treatment, reciprocal opportunities and timely exchange of information, according to the provisions of this Memorandum of Understanding and the existing legislation and regulations of each country.

PARAGRAPH 2

Modes of Cooperation

The Participants will encourage and facilitate cooperation through appropriate means including:

- Exchange and cultivation of scientists, experts, researchers and scholars, by supporting Philippine young researchers to conduct joint research in China through the Talented Young Scientist Visiting Program, and inviting Philippine technicians to participate in the Trainings on Applicable Technologies hosted by Ministry of Science and Technology of China;
- Discussion on the feasibility of participation in the Remote Sensing Satellite Data Sharing and Service Platform, to share China's remote sensing satellite data and use the data in agricultural yield estimation, environment monitoring, disaster prevention and control, city management;
- Best practice sharing of science and technology policies and programs, including formulation of national science and technology strategies, stipulation and management of major science and technology programs;

- Joint study on road maps for industrial development;
- Joint organization of scientific seminars, conferences, symposium, and workshops;
- Hi-tech parks cooperation;
- Other forms of scientific and technological cooperation as may be mutually agreed upon.

PARAGRAPH 3

Areas of Cooperation

The Participants will execute the modes of cooperation mentioned in Paragraph 2 in the fields mutually agreed upon which include, but not limited to the following areas:

a.

Renewable energy

i.

Energy storage system

ii.

Aluminium air battery

iii.

Grid connection

b.

Agriculture

i.

Green oil from cashew

ii.

Rice research

iii.

Bamboo post-harvest and processing

c.

Health

i.

Traditional medicine derived from plants

d.

Remote sensing satellite data sharing and application

e.

Technology transfer

PARAGRAPH 4

Implementation

To implement the scientific and technological cooperation provided in Paragraph 2, the Participants will negotiate and conclude specific project arrangements or protocols in accordance with the provisions of this Memorandum of Understanding.

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

These specific projects, as well as reporting/monitoring of the implementation progress will be discussed/presented during sessions of the China-Philippines Joint Committee on Science and Technology.

PARAGRAPH 5

Intellectual Property Rights

Matters pertaining to Intellectual Property Rights that may arise from any project or activity pursuant to the Memorandum of Understanding will be determined and agreed upon by the Participants prior to the implementation of the said project or activity, to also include but not limited to writings, articles, studies, papers, essays, and presentations in all media forms, as may be subject to proper protocol to be agreed upon by the Participants. Inability of either party to fulfil this provision will be subject to dispute resolution and/or termination of this Memorandum of Understanding as deemed warranted by either Participants.

PARAGRAPH 6

Amendments and Settlement of Disputes

This Memorandum of Understanding may be amended based on mutual consent of the Participants. Any disputes arising from the interpretation or execution of this Memorandum of Understanding will be settled by the Participants through consultation.

PARAGRAPH 7

Separability Clause

If any part or provision of this Memorandum of Understanding is held invalid or unconstitutional, the other provisions not affected thereby will remain in force and in effect.

The Memorandum of Understanding takes effect upon signature and will remain in force for five years. It will thereafter be automatically renewed for further five year periods. Either Participants may terminate this Memorandum of Understanding by notifying the other Participants of such intention in writing through diplomatic channels six months in advance to the date of intended termination. The termination will not affect ongoing cooperative activities under this Memorandum of Understanding unless otherwise agreed.

Signed in duplicate in Beijing on 29 August 2019 in English and in Chinese, all texts being equally authentic. In case of any divergence of interpretation, the English text will prevail.

FOR THE DEPARTMENT OF SCIENCE
AND TECHNOLOGY

REPUBLIC OF THE PHILIPPINES FOR THE MINISTRY OF SCIENCE AND
TECHNOLOGY
PEOPLE'S REPUBLIC OF CHINA

(Sgd.) (Sgd.)

Entry into Force: August 29, 2019

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