BILATERAL

MEMORANDUM OF UNDERSTANDING ON AGRICULTURAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE KINGDOM OF THAILAND

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PREAMBLE

The Government of the Republic of the Philippines and the Government of the Kingdom of Thailand (hereinafter referred to jointly as the "Parties" and individually as a "Party");

CONSIDERING that it is in the interest of the Parties to maintain and strengthen their relations in the field of agriculture;

RECOGNISING the importance of drawing a joint agricultural development program for the effective utilization of resources of both countries in the agricultural field, considering especially the potential of the two countries;

REAFFIRMING that the support of agricultural development in the two countries could be facilitated by a process of institutional cooperation between entities of the public sectors that embrace and foster the agriculture sectors;

RECOGNIZING the Agreement between the Parties on Agricultural Cooperation signed on 29 August 1979 in Manila;

HEREBY AGREED as follows :

Article 1
PURPOSE

The purpose of this MOU is to promote technology transfer, trade, training and scientific and technical cooperation in the field of agriculture between the Parties, without prejudicing other fields of cooperation that may be considered in the future.

Article 2
COMPETENT AUTHORITIES

(1)

For the purpose of implementation of this MOU, the competent authorities shall be

(a)

on behalf of the Philippines, the Department of Agriculture and Cooperatives

(b)

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on behalf of Thailand,

(2)

In implementing this MOU, the competent authorities may conclude subsidiary arrangements setting out the implementing programs, which may include details such as their aims, work plans, schedules, means of financing, participating organizations, officers in charge, and obligations of the respective competent authorities.

Article 3
SCOPE OF APPLICATION

The competent authorities shall, subject to the laws and regulations prevailing in their respective countries, endeavor to support and facilitate the implementation of joint agricultural development programs, taking into consideration especially the potential of both countries.

Article 4
AREAS OF COOPERATION

The broad areas of agricultural cooperation identified by the Parties are:

(a)

agriculture, including fisheries and livestock research, development and extension;

(b)

agricultural biodiversity management and conservation;

(c)

sanitary and phytosanitary measures;

(d)

promotion of trade in agriculture and fishery products;

(e) agricultural engineering;

(f)

enhancement of cooperation and coordination within the relevant international and regional organizations; and

(g)

other related areas of interest that are mutually agreed upon by the Parties.

Article 5
JOINT AGRICULTURAL WORKING GROUP

(1)

A Joint Agricultural Working Group (JAWG) shall be established to implement the provisions of this MOU.

(2)

The head of JAWG of the Parties shall be of Director-General level.

(3)

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The JAWG shall be responsible for assessing the outcomes of the implementing programs of this MOU, submitting proposals for their further development and improvement, and recommending possible ways and means of overcoming their problems or difficulties.

(4)

The JAWG shall meet every two (2) years alternately in the Philippines and in Thailand to evaluate, plan and report on work progress unless the Parties agree otherwise. Whenever necessary, an interim meeting may be held subject to agreement between the Parties.

(5) The liaison secretaries respectively designated by the two Parties shall manage the day-to-day work of the JAWG .

Article 6
FORMS OF COOPERATION

Cooperation shall be carried out in the following forms :

(a)

exchange of experts, researchers, technicians and farmers;

(b)

study and elaboration of projects for technical assistance;

(c)

joint agricultural research, development and extension, including exchange of scientific and technical information;

(d)

training involving courses, seminars, study tours and other necessary professional training on subjects of mutual interest;

(e) market development and the promotion of international trade relations;

(f)

utilization of laboratory facilities involving the participation of public and private institutions;

(g)

exchange programs for the improvement of animal and plant production, soil fertility, water management, storage and processing;

(h)

promotion of contacts between the relevant private and public enterprises and organizations and such other fields as may be agreed upon by both Parties; and

(i)

any other related form of cooperation whose aim is to promote the development in the field of agriculture of the two countries as agreed upon by the Parties.

Article 7

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INTELLECTUAL PROPERTY RIGHTS

The Parties shall ensure that any intellectual property right which may arise out of the implementing cooperation activities referred to in Article 6 of this MOU shall be protected in accordance with the current laws and regulations in their respective countries and their commitments stated in international agreements, and that the implementing programs or projects under this MOU shall include provisions regarding treatment of any intellectual property rights which may arise out of such programs or projects. Any information gathered under this MOU shall not be given to any third party without prior consent of the other party.

Article 8
DETAILS OF JOINT PROGRAMS

The Parties shall promote, through the relevant institutions, the establishment of joint agricultural programs, the details of which shall include

(a)

the objectives and duration of the proposals:

(b)

the exact nature of the research, project or programs;

(c)

the personnel responsible for the implementation;

(d)

the financial needs and responsibilities; and

(e) reports, as agreed upon, by the JAWG.

Article 9
FINANCIAL OBLIGATIONS

(1)

The Parties agree to stipulate the financial obligations of each Party with regard to each joint program.

(2)

The Parties agree to stipulate, in each joint program, the conditions of services of transferred personnel, subject to their domestic law.

(3)

The Parties agree to prepare joint programs that may be submitted to international organizations or any other financial institutions to assist in financing the programs.

(4)

The Parties shall guarantee financial support for the implementation of this MOU.

(5)

The host Party shall facilitate the necessary means of local transport and other logistical arrangements in any meeting under a joint agricultural program. .

Article 10
AMENDMENT

Any amendment or revision to the text of the MOU shall be done by mutual consent of the Parties. Such amendment or revision shall enter into force in accordance with Article 12.

Article 11

SETTLEMENT OF DISPUTES

Any dispute or difference between the Parties arising out of the interpretations or implementation of this MOU shall be settled amicably through consultation or negotiation.

Article 12

ENTRY INTO FORCE AND TERMINATION

(1)

This MOU shall enter into force on the date of the later notification by the Parties, through diplomatic channels, indicating compliance with their respective internal requirements for its entry into force.

(2)

This MOU shall remain in force for an initial period of five years, and shall automatically be extended for a period of five years each unless terminated by either of the Parties giving written notice of the intention to terminate it to the other Party three months prior to the expiration of the initial period or prior to the expiration of each subsequent period, in case of its automatic extension.

(3)

Upon entry into force of this Memorandum of Understanding, the Agreement between the Government of the Republic of the Philippines and the Government of the Kingdom of Thailand on Agricultural Cooperation signed on 29 August 1979 in Manila shall be terminated and replaced by this Memorandum of Understanding.

(4)

The termination of this MOU shall not affect the activities already in progress, which shall continue until their completion.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this MOU.

Done at Bangkok, Thailand, this 19th day of October 2003, in duplicate, in the English language.

For the Government of the

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For the Government of the

Republic of the Philippines

Kingdom of Thailand

(SGD.) LUIS P. LORENZO, JR.

(SGD.) SORA-AT KLINPRATOOM

Secretary of Agriculture

Minister of Agriculture and

Cooperative

Entry into Force: March 19, 2004

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