

FRAMEWORK AGREEMENT ON GRANT AID BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE REPUBLIC OF KOREA

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The Government of the Republic of the Philippines and the Government of the Republic of Korea (hereinafter referred to as "the Parties"),

Desiring to reduce poverty and promote inclusive growth and the sustainable economic and social development of the Republic of the Philippines through grant aid, as well as to further strengthen the friendly relations existing between the two countries,

Have agreed as follows:

ARTICLE 1

SCOPE AND OBJECTIVE OF THE AGREEMENT

- This Agreement shall set forth the general terms and conditions for development cooperation between the Parties.

- (a) Further detailed terms and procedures with regard to specific grant aid programs under this Agreement shall be prescribed by the Parties in subsidiary arrangements.

(b) Subsidiary arrangements shall make specific references to this Agreement and the terms of this Agreement shall, unless stipulated otherwise, apply to such subsidiary arrangements.

- Should there be any discrepancy between this Agreement and the subsidiary arrangements, the former shall prevail.

ARTICLE 2

DEFINITIONS

For the purpose of this Agreement, the following terms shall be defined as follows:

(a)

Development Cooperation: cooperation, specifically referred to in Article 4, that the Government of the Republic of Korea (hereinafter referred to as "the Korean Government") grants to the Government of the Republic of the Philippines (hereinafter referred to as "the Philippine Government") in the manner established in this Agreement and in accordance with the provisions thereof;

(b)

Experts: Korean nationals with knowledge, experience and skills in given sectors who are sent to the Republic of the Philippines by the Korean Government as part of development cooperation;

(c)

Volunteers: Korean nationals with expertise in given sectors but not included in the classification of experts, who are sent to the Republic of the Philippines by the Korean Government as part of development cooperation;

(d)

Executing Agencies: institutions of the Philippine Government that have been appointed as counterparts for specific development cooperation agreed upon under this Agreement;

(e)

Families: spouse(s) and children of dispatched personnel sent by the Korean Government to the Republic of the Philippines;

(f)

Office: the resident office in the Republic of the Philippines of the Korea International Cooperation Agency (hereinafter referred to as "KOICA"), the executing agency for grant aid of the Korean Government;

(g)

Representative: resident representative dispatched to the Republic of the Philippines by the KOICA for overall management and coordination of its grant aid programs in the Republic of the Philippines;

(h)

Staff: personnel of the KOICA dispatched to the Republic of the Philippines to implement grant aid programs in the Republic of the Philippines; and

(i)

Dispatched Personnel: Experts, Volunteers, Representative and Staff as referred above.

ARTICLE 3

COORDINATING AUTHORITIES

The Coordinating Authority of the Government of the Republic of the Philippines shall be the National Economic and Development Authority (NEDA), and the Coordinating Authority of the Republic of Korea shall be the Korea International Cooperation Agency (KOICA).

ARTICLE 4

CONTRIBUTIONS OF THE KOREAN GOVERNMENT

- The Korean Government shall, subject to budgetary limitations and in accordance with its domestic laws and regulations and the arrangements referred to in Article 1 of this Agreement, carry out at its own expense one or

more of the following forms of grant aid:

(a)

Invite nationals of the Republic of the Philippines to training programs in the Republic of Korea;

(b)

Dispatch experts as referred to in Article 2(b), to the Republic of the Philippines for consulting and on-the-spot training programs;

(c)

Dispatch volunteers as referred to in Article 2(c), to the Republic of the Philippines;

(d)

Provide the Philippine Government with equipment, machinery and materials;

(e)

Construct the facilities in implementing aid projects for the economic and social development of the Republic of the Philippines;

(f)

Coordinate with the Executing Agencies as referred to in Article 2(d) in implementing aid projects for the economic and social development of the Republic of the Philippines; and,

(g)

Provide the Philippine Government with other forms of grant aid as may be mutually agreed upon between the Parties.

- All arrangements on specific grant aid programs shall be mutually agreed upon by the Philippine Government and the Korean Government, through consultations and in a spirit of partnership.

- The Korean Government shall ensure that all personnel dispatched to the Republic of the Philippines under grant aid programs under this Agreement comply with the laws and regulations of the Republic of the Philippines and maintain at all times close contact with the Philippine Government, through the Coordinating Authorities.

ARTICLE 5

CONTRIBUTIONS OF THE PHILIPPINE GOVERNMENT

- The Philippine Government shall, in accordance with its domestic laws and regulations and to the utmost possible extent, facilitate the performance of all operations in the Republic of the Philippines under this

Agreement and its subsidiary arrangements.

- The Philippine Government shall ensure that the skills and knowledge acquired by its nationals as a result of the grant aid programs of the Republic of Korea as provided for in Article 4 of this Agreement shall be used to contribute to the economic and social development of the Republic of the Philippines, and not be utilized for military purposes.
- The Philippine Government shall promptly issue the appropriate visas to all dispatched personnel and their families.
- The Philippine Government shall take the necessary measures to ensure the security of all dispatched personnel and their families staying in the Republic of the Philippines under the grant aid programs covered by this Agreement, and offer them the convenience for receiving medical care and facilities.
- The Philippine Government shall accord all the dispatched personnel and their families such exemptions, immunities and privileges as stipulated in Article 7.

ARTICLE 6

RESIDENT OFFICE

- The Philippine Government shall permit the KOICA to establish and maintain the Office as referred to in Article 2(f) and shall allow its representative and staff to discharge duties to be assigned to them by the KOICA under the grant aid programs under this Agreement.
- The Philippine Government shall provide the Office the exemptions, immunities and privileges that are required for the performance of the duties under this Agreement. Further details concerning the contents of such exemptions, immunities and privileges shall be stipulated in subsidiary arrangements of this Agreement through consultations between the Parties.
- The immunities provided under paragraph 2 of this Article are not applicable to nationals of the Republic of the Philippines.

ARTICLE 7

EXEMPTION, IMMUNITIES AND PRIVILEGES

- The Philippine Government shall provide all the dispatched personnel and their families with the exemptions, immunities and privileges that are required for the performance of the duties under this Agreement. Further details concerning the contents of such exemptions, immunities and privileges shall be stipulated in subsidiary arrangements of this Agreement through consultations between the Parties, in accordance with Philippine laws and regulations.
- The immunities provided under paragraph 1 of Article 7 are not applicable to nationals of the Republic of the Philippines.
- The Philippine Government shall provide all the dispatched personnel, their families and the Office with such privileges, immunities and other benefits as are no less favorable than those provided to dispatched personnel and their families and offices of any third country or of any international organization performing a similar mission in the Republic of the Philippines.

ARTICLE 8

EQUIPMENT, MACHINERY AND MATERIALS

- Equipment, machinery and materials provided by the Korean Government to the Republic of the Philippines

under the grant aid programs under this Agreement shall become the property of the Philippine Government upon delivery from the port of disembarkation to the Executing Agencies.

- The Philippine Government through its executing agencies, shall assume the consular fees, customs duties, taxes and other charges of a similar nature on the equipment, machinery and materials referred to in paragraph 1, as well as from the requirement of obtaining import licenses and certifications of foreign exchange coverage.

- In case the Korean Government provides the Philippine Government with equipment, machinery and materials purchased in the Republic of the Philippines, the Philippine Government, through its Executing Agency, shall assume the taxes including value added tax and other fiscal charges on such equipment, machinery and materials.

- The expenses for the transportation within the Republic of the Philippines of the equipment, machinery and materials referred to in paragraphs 1 through 3 above and the expenses for their replacement, maintenance and repair shall be borne by the Philippine Government, through the Executing Agencies.

ARTICLE 9

MONITORING AND EVALUATION

- The Parties shall regularly, in mutual consultation, review the progress and result of the grant aid programs in the Republic of the Philippines under this Agreement.

- For the follow-up and evaluation of the cooperation, as well as for the planning of future cooperation, the Coordinating Authorities shall be available to each other for mutual consultation and give each other such information as may be reasonably requested.

ARTICLE 10

SETTLEMENT OF DISPUTES

Any difference or dispute concerning the interpretation or implementation of this Agreement shall be settled by consultations between the Parties, through diplomatic channels.

ARTICLE 11

ENTRY INTO FORCE, TERMINATION AND AMENDMENTS

- Each Party shall notify the other Party in writing through diplomatic channels of the completion of its domestic legal procedures required to bring this Agreement into force. This Agreement shall enter into force on the date of receipt of the latter of such notification.

- This Agreement shall remain in force for a period of five years, and shall be automatically renewed for subsequent five-year periods, unless either Party gives the other Party a written notice of its intention to terminate the Agreement at least 6 months prior to its expiry.

- This Agreement may be amended or supplemented by mutual written consent of the Parties at the request of either Party. Such amendments or supplementations shall constitute an integral part of this Agreement and shall enter into force in accordance with paragraph 1 of Article 11.

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

DONE in duplicate at Manila, on this 21[st] day of November, 2011, in the English and Korean languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE REPUBLIC THE PHILIPPINES

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA

(Sgd.)

ALBERT F. DEL ROSARIO

Secretary of Foreign Affairs

(Sgd.)

KIM SUNG HWAN

Minister of Foreign Affairs and Trade

Entry into Force: November 21, 2011

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