BILATERAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF NATIONAL DEFENSE OF THE REPUBLIC OF THE PHILIPPINES AND THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA CONCERNING DEFENCE COO...

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The Department of National Defense of the Republic of the Philippines ("DNDRP") and the Department of National Defence of Canada ("DND CAN"), hereinafter referred to as the "Participants";

DESIRING to further strengthen and develop bilateral relations by promoting and increasing defence cooperation based on the principles of equality and mutual benefit;

RECOGNIZING the great significance of bilateral defence cooperation, and the Philippines' and Canada's shared interests in maintaining peace and security in the Indo-Pacific region;

ACKNOWLEDGING the importance of respect for human rights;

PURSUANT to the prevailing laws and regulations as well as policies of their respective countries;

HAVE reached the following understanding:

PARAGRAPH 1
OBJECTIVES AND SCOPE

1.

The objective of this Memorandum of Understanding ("MOU") is to establish a framework for cooperation between the Participants in the field of defence and military matters on the basis of reciprocity and mutual benefit.

PARAGRAPH 2
AREAS OF COOPERATION

1.

The Participants understand that they may cooperate in the following areas:

(a)

Defence and security policy;

(b)

Defence and military education, training and capacity building, in accordance with their respective laws and policies;

(c)

Defence-related and military-to-military engagements and interactions, in accordance with their respective laws and policies;,

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(d)

UN Peacekeeping;

(e)

Humanitarian assistance and disaster relief;

(f)

Maritime Security;

(g)

Logistics and maintenance;

(h)

Defence Research, Development, Test and Evaluation ("Defence RDT&E”); and

(i)

Any other areas of mutual interest they may jointly decide upon.

2.

The Participants may further define the cooperative activities outlined in Paragraph 2(1) (a) through (i) through subordinate arrangements. Any such future arrangements may be approved and signed by the Participants as specified in their respective national laws, regulations and policies. The signatories of such subordinate arrangements need not necessarily be the signatories of this MOU.

PARAGRAPH 3
FORMS OF COOPERATION

1.

The Participants understand that they may cooperate in the following areas:

(a)

Meetings between civilian and military representatives of the Participants, including through official and working visits of delegations;

(b)

Meetings between equivalent defence institutions;

(c)

The exchange of information, documentation and materials;

(d)

Involvement of their military and/or civilian personnel in bilateral and multilateral exercises that are purely civilian or humanitarian assistance and disaster relief (HADR) in nature and in accordance with their respective laws and policies; Such civilian and HADR activities may include courtesy calls, port visits, personnel exchanges and classroom setting activities such as table top exercises and logistics exercises.

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(e)

Participation of their military and civilian personnel in academia, training, courses, seminars, conferences and symposia;

(f)

Exchange of their instructors and training personnel, both military and/or civilian, at military institutions;

(g)

Purchase and sale of military equipment;

(h)

Visits and exchanges with their military assets, infrastructure and personnel where such interactions are of mutual benefit;

(i)

Discussions (or meetings) on defence science and technology products and practices; and

(i)

Any other forms of cooperation they may jointly decide upon.

PARAGRAPH 4
IMPLEMENTATION

1.

The Participants will establish a Working Group composed of an equal number of representatives nominated from each Participant. The Working Group and its related activities will be administered in accordance with separate Terms of Reference.

2.

The Participants understand that:

(a)

The Working Group will endeavor to meet once every two (2) years, or as jointly decided by the Participants, alternately in the Philippines and in Canada.

(b) The Working Group will be in charge of:

i. Preparing plans, programs or activities of cooperation;

ii. Recommending new forms and areas of cooperation; and

iii. Other matters as may be jointly decided.

PARAGRAPH 5
FINANCIAL ARRANGEMENTS

1.

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The Participants understand that:

(a)

This MOU will not impose any financial commitments between them, except that each Participant will pay for the costs it incurs in its own interest related to the support of this MOU. The Participants will ensure that any future subordinate arrangements will state details on potential financial implications.

(b)

The host Participant may choose to provide financial support to personnel of the sending Participant for cooperative activities taking place in the territory of the host Participant's country.

(c) They will jointly determine the extent and type of financial support that may be provided by the host Participant on a case-by-case basis prior to any cooperative activity taking place through subordinate arrangements.

PARAGRAPH 6
SECURITY

1.

The Participants understand that interoperability and information exchanges may occur within the areas of cooperation outlined in Paragraph 2 (Areas of Cooperation) of this MOU, and such information will be managed including communication of the appropriate security requirements and implementation of suitable security measures.

2.

The Participants understand that security requirements will include, but are not limited by, the following:

(a)

the security classification of the information, assets, or resources exchanged or generated;

(b)

the type of information, assets, or resources to be shared and all governing legislation, and

(c)

whether visiting personnel require access to the country of the host Participant (e.g. persons identified for exchanges, exercises, visits, training, etc.)

3.

The Participants understand that security requirements will help ensure that:

(a)

security safeguards are defined for the usage, transmittal, storage, handling, and disposal of each Participant's information, assets, and resources; and

(b)

all personnel have the requisite security clearance and the need-to-know for access to relevant information, assets

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and resources.

4.

The security classifications recognized by each Participant are:

For DNDRP

For DND CAN

TOP SECRET

TOP SECRET

SECRET

SECRET

CONFIDENTIAL

CONFIDENTIAL

RESTRICTED

UNCLASSIFIED

UNCLASSIFIED

5.

The Participants understand that the following security measures will apply:

(a)

The Participants will use, transmit, store, handle, safeguard and dispose of all information exchanged or generated in connection with this MOU in accordance with their respective national security laws and regulations.

(b)

The Participants will transfer information only through Government-to-Government channels or through channels approved by the competent security authority of each Participant. Such information will bear the appropriate level of classification and country of origin.

(c)

Each Participant will take all lawful steps available to it to ensure that information provided or generated pursuant to this MOU is safeguarded from further disclosure without the originating Participant's consent to such disclosure. Accordingly, each Participant will ensure that the recipients:

i.

will not release the information to any national organization or other entity of a third party without the prior

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written consent of the originating Participant, except when the disclosure is required by law;

ii.

will not use the information for purposes other than those provided for in this MOU; and

iii.

will comply with any distribution and access restrictions on information that is provided pursuant to this MOU.

(d)

The Participants understand for the purposes of this MOU, the term "third party" refers to any person or entity other than the Participants, including any third party government, entity or national of a third country (except a national of a third party country who is a member or employee of either Participant and/or their respective Armed Forces and/or an employee of an authorized agency mutually concurred upon between the Participants).

(e)

The Participants will ensure all visiting personnel comply with the security regulations of the host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the sending Participant and will be subject to the provisions of this MOU.

(f)

Each Participant will endeavour to take all lawful steps available to investigate any cases in which it is known, or where there are grounds for suspecting, that information provided or generated pursuant to this MOU has been lost or disclosed to unauthorized entities by the personnel of that Participant.

(g)

Each Participant will also take all necessary steps to promptly and fully inform the other Participant of the details of any such occurrences, of the final results of the investigation, and of the action taken to preclude recurrences.

(h)

The Participants understand that they will continue to respect their arrangements regarding the use, transmission, storage, handling, safeguarding,, disposal and disclosure to third parties of information provided or generated pursuant to this MOU after this MOU is terminated.

(i)

The Participants understand that information provided or generated pursuant to this MOU may be categorized only as high as "UNCLASSIFIED" according to the Government of the Republic of the Philippines' security classification or "UNCLASSIFIED" according to the Government of Canada's security classification.

(j)

The Participants understand that the existence of this MOU and its contents is classified as:

i.

"UNCLASSIFIED" according to the Government of the Republic of the Philippines' security classification: and

ii.

"UNCLASSIFIED" according to the Government of Canada's security classification.

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(k)

For greater certainty, the Participants understand that they will not publicly release the information contained in this MOU without the prior written consent of the other Participant, or unless required by their respective national laws.

PARAGRAPH 7
INTELLECTUAL PROPERTY RIGHTS

1.

If there are any intellectual property rights created under this MOU, the Participants will address them in a separate and appropriate instrument.

2.

Each Participant understands that it will respect the other Participant's intellectual property rights with regard to the information transmitted, exchanged, or produced within the framework of this MOU.

PARAGRAPH 8
RESOLUTION OF DIFFERENCES

1.

The Participants will resolve any differences in the interpretation or application of this MOU or in the application of plans or activities under this MOU through amicable bilateral consultations.

2.

The Participants will not refer any difference to a court, tribunal or any other entity for resolution.

PARAGRAPH 9
STATUS OF ARRANGEMENT

1.

This MOU is not legally binding.

2. This MOU is not a procurement instrument.

3.

The Participants will process any procurement resulting from, or required by, the application of this MOU in accordance with their respective national contracting laws, regulations and financial authorities.

4.

The Participants understand that any procurement of military equipment by Canada will take place under the authority of the Minister of Public Works and Government Services Canada.

PARAGRAPH 10
AMENDMENTS

The Participants may amend this MOU upon their mutual written consent, through diplomatic channels. Such amendment or revision will come into effect in accordance with Paragraph 11.

PARAGRAPH 11

COMING INTO EFFECT, DURATION, WITHDRAWAL, TERMINATION AND REVIEW

1.

This MOU will come into effect on the date of the last written notification by the Participants, through diplomatic channels, indicating that their domestic requirements for its implementation have been completed.

2.

This MOU will remain in effect until withdrawn from, or terminated, in accordance with sub-paragraphs 3 and 4 of this Paragraph 11.

3.

Either Participant may withdraw from this MOU upon submission of at least ninety (90) days prior written notice to the other, or terminate it immediately on mutual written consent.

4.

The Participants will jointly review this MOU every five (5) years to ensure its provisions are being implemented effectively and the scope of collaboration remains relevant.

5.

The Participants understand that any subordinate arrangements established under this MOU will automatically terminate in the event this MOU is terminated unless the Participants decide otherwise in writing. A separate arrangement· would be needed to provide for continued defence cooperation activities.

6. Separate arrangements (other than subordinate arrangements) that are established and that make reference to this MOU will remain in effect in accordance with their respective provisions.

7.

The Participants will make good faith efforts to respect the security arrangements provided for at paragraph 6 notwithstanding termination of this MOU.

PARAGRAPH 12
POINTS OF CONTACT

1.

The Participants designate the following as their respective Points of Contact (POC) to implement this MOU:

(a) For the DNDRP:

Office for Strategic Assessments and International Affairs

Department of National Defense

DND Building, Camp General Emilio Aguinaldo 1110 Quezon City

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Philippines

Telephone: +632 89825653

(b) For DND CAN:

Director General International Security Policy

Department of National Defence of Canada

101 Colonel By Drive, Ottawa Canada

Telephone: +01 613 992 2769

Fax: +01 613 992 3990

Signed on January 19th in the year 2024 in two (2) copies in English and French languages, both texts being valid.

For the Department of National

For the Department of National

Defense of the Republic of the

Defence of Canada

Philippines

(SGD.) GILBERTO C. TEODORO, JR.

(SGD.) DAVID BRUCE HARTMAN

Secretary of National Defense Ambassador of Canada to the

Philippines

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