BILATERAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SINGAPORE AND THE DEPARTMENT OF NATIONAL DEFENSE OF THE REPUBLIC OF THE PHILIPPINES CONCERNING DEF...

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The Ministry of Defence of the Republic of Singapore and the Department of National Defense of the Republic of the Philippines, collectively referred to hereinafter as "Participants", and individually as "Participant",

Desiring to establish bilateral cooperation that achieves mutual interests based on trust and mutual respect and takes into account the interests of the countries of both Participants,

Taking into consideration the common objectives and principles of sovereignty and equality, as well as the principles of non-interference in domestic affairs and the peaceful settlement of any disputes,

Desiring to develop their existing bilateral relations through military cooperation and promoting cooperation activities between the Participants,

Affirming the commitment to the Charter of the United Nations and International commitments of the countries of both Participants,

Have decided as follows:

PARAGRAPH 1

OBJECTIVE

1.

The purpose of this Memorandum of Understanding (referred to hereinafter as "MOU") is to promote and develop defense cooperation between the Participants, on the basis of reciprocity and mutual benefit.

PARAGRAPH 2

DEFINITIONS

1.

"Sending Participant" means the Participant whose military and civilian personnel are present in the country of the Host Participant for the purposes of this MOU.

2.

"Host Participant" means the Participant in whose country the Sending Participant's military and civilian personnel are present for the purposes of this MOU .

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PARAGRAPH 3

AREAS OF COOPERATION

1.

Cooperation between the Participants will be carried out in the following areas, in accordance with their respective domestic laws and regulations:

a)

Defense, intelligence and security;

b)

Defense military education and training, as well as capacity building;

c)

Defense industry engagement;

d)

Logistics and maintenance;

e)

Cooperation in the field of anti-terrorism, such as in the Counter-Terrorism Information Facility (CTIF), the Information Fusion Centre (IFC), and the like; and

f)

Any other areas agreed upon subsequently.

PARAGRAPH 4

FORMS OF COOPERATION

1.

Cooperation between the Participants, in accordance with their respective countries' laws and regulations, will be through:

a)

Official visits and bilateral meetings at all levels and rank;

b)

Exchange of delegations and personnel;

c)

Participation in conferences, seminars, fora and meetings on joint defense issues;

d)

Participation in military exhibitions such as the Asian Defense and Security (ADAS) Exhibition of the

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Philippines, the Singapore Airshow , and the like;

e)

Exchange of information, documentation and materials; and

f)

Other forms of cooperation as may be mutually decided.

PARAGRAPH 5

STATUS OF THE MOU

1.

This MOU is not intended to create legally binding rights or obligations under international law or the domestic laws of the Participants.

PARAGRAPH 6

IMPLEMENTATION

1.

The Participants will suggest appropriate mechanisms for the implementation of this MOU and supervise the protocols or arrangements under this MOU through the following dialogues and exchanges:

a)

The annual Singapore-Philippines Defence Policy Dialogue;

b)

The annual Philippines-Singapore Army Working Group;

c)

The respective Intelligence Exchanges at the Service and Armed Forces-level; and

d)

Any other platforms mutually decided upon.

2.

Participants will endeavour to:

a) Prepare cooperation plans, programs or activities;

b) Suggest new forms and areas of cooperation; and

c) Discuss any other issues mutually decided upon.

3. Implementation of plans, programs and activities under this MOU will be subject to specific arrangements agreed upon in writing.

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PARAGRAPH 7

RESOLUTION OF DIFFERENCES

1.

Any differences that may arise between the Participants regarding the interpretation or implementation of this MOU shall be resolved promptly and amicably through consultations coursed through diplomatic channels. Consultations shall commence within thirty (30) days from the date a Participant receives a written notification from the other Participant.

2. Differences shall not be referred to any international court or any third party for resolution.

PARAGRAPH 8

CONFIDENTIALITY

1.

Both Participants shall protect classified information received or produced jointly under this MOU in accordance with their respective national laws, regulations and policies.

2.

Neither Participant shall reclassify or declassify the classified information exchanged without the prior written consent of the originating Participant.

3.

The Participants shall not transfer or disclose the classified information received to a "third party" without the prior written consent of the originating Participant. For the purposes of this MOU, "third party" means any person or entity other than the Participants, including any third country government, any entity, whether or not owned, controlled, or influenced by a Participant, and any national of a third country, except a national of a third country who is a member of either Participant or an employee of an authorised agency or company mutually agreed between the Participants.

4.

Access to classified information shall be confined to personnel who have been security- cleared to the appropriate level, are authorised by the respective Participants and to whom such a disclosure is essential for the purpose of giving effect to this MOU. The Participants shall take all reasonable precautions to ensure that such personnel maintain strict secrecy at all times. The Participants shall not use any information obtained during any bilateral cooperation between them to the detriment of or against the interest of the other Participant.

5.

Both Participants agree that the information security responsibilities of the Participants contained in this Paragraph shall continue, notwithstanding the termination of or withdrawal from this MOU.

6.

A Participant shall inform .the other Participant as soon as possible if it has been approached by a third party to disclose the existence of the MOU, contents of the MOU or any information exchanged pursuant to this MOU.

7.

A Participant shall inform the other Participant as soon as practicable in the event of an actual or suspected security infringement involving loss or compromise of information, including but not limited to disclosure to unauthorised persons of the existence of this MOU, content of this MOU or any information exchanged pursuant to this MOU.

PARAGRAPH 9

FINANCIAL ARRANGEMENTS

1.

Each Participant will bear its own costs resulting from cooperation under this MOU, unless mutually agreed otherwise on a case-by-case basis and subject to availability of funds and other resources.

PARAGRAPH 10

LEGAL REQUIREMENT RELATED TO EXCHANGE OF MILITARY AND CIVILLN PERSONNEL

1.

The Participant, which sends its military and civilian personnel to the territory of the other Participant for the purposes of taking part in activities under this MOU, and in accordance with the Host Participant country's laws and regulations, shall take necessary measures to ensure that the aforementioned personnel shall respect the national law of the Host Participant and abstain from any activity inconsistent with the letter and spirit of this MOU, including political actions.

PARAGRAPH 11

AMENDMENTS

1.

This MOU may be amended at any time by mutual written consent between the Participants, through diplomatic channels. Such amendment shall become effective in accordance with Paragraph 12(1).

PARAGRAPH 12

EFFECTIVITY, VALIDITY AND TERMINATION

1.

This MOU shall become effective on the date of the last written notification by the Participants, through diplomatic channels, indicating that their domestic requirements for its effectivity have been completed.

2.

This MOU shall be effective for five (5) years, and shall be renewed for similar periods, unless one Participant notifies the other in writing, through diplomatic channels, of its intention to terminate this MOU, at least ninety (90) days prior to the intended date of termination.

3.

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The termination of this MOU shall not affect the implementation of any on-going activities or projects, unless both Participants mutually decide otherwise.

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

Signed in Singapore on the 24th day of July in the year 2024.in the English language.

The Department of National Defense

The Ministry of Defence

of the Republic of the Philippines of the Republic of Singapore

(SGD.) SEC. GILBERTO C. TEODORO, JR.

(SGD.) DR NG ENG HEN

Secretary of National Defense

Minister for Defence

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