BILATERAL

AGREEMENT ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT MONGOLIA

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The Government of the Republic of the Philippines and the Government of the Mongolia, hereinafter referred to as "the Parties";

Desiring to enhance the friendly relations existing between the two countries;

Recognizing mutual advantages in promoting and developing scientific and technological co-operation;

Acknowledging that science and technology are vital components of economic growth and development;

Sharing the desire to respond jointly to the technological requirements of development as a means of strengthening economic ties;

Have agreed as follows:

ARTICLE I
SCOPE OF COOPERATION

The Parties shall promote and develop, in accordance with their respective laws and regulations, scientific and technological cooperation in fields mutually agreed upon, such as, but not limited to natural products research, natural fibers and dyes, biotechnology, health, natural resources management, environment, food processing, disaster management, and human resources development, based upon principles of equal rights and mutual advantage.

ARTICLE II
MODES OF COOPERATION

Scientific and technological cooperation on science and technology referred to in Article I shall consist of:

1. Joint research and development activities, and experiments;

2. Joint technical studies for application in mutually agreed upon fields of cooperation;

3. Organization of joint training and specialized training courses;

4. Organization of joint conferences, symposia, courses, workshops, and exhibitions;

5. Upon request, provision of services of professionals, experts and research workers in scientific and technological fields;

6. Exchange of scientists, experts and research workers for studies, consultations, observations, and training;

7. Reciprocal grant of scholarships and/ or fellowships for post-graduate studies and masters and doctorate degrees;

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8. Exchange of information, documentation, publications, film, and other similar materials;

9. Provision of necessary assistance, as may be agreed upon, for implementing transfer of appropriate technologies for identified projects;

10. Promotion and support for exchange of technologies between private enterprises, including technological cooperation arrangements; and

11. Other modes of cooperation as may be mutually agreed upon.

ARTICLE III
EXCHANGES, SCHOLARSHIPS AND FELLOWSHIPS

1. Either Party shall, in accordance with the specifications of the other Party, select candidates for exchanges, scholarships and fellowships. The sending Party shall communicate to the host Party, for its consideration, the names and qualifications of the selected candidates.

2. The expenses to be incurred in respect of each specific program under this Article shall be covered as follows:

a) The sending Party shall defray the cost of international transportation between the two countries, unless the host party manifests otherwise, and

b) The host Party shall cover the candidate's accommodation and transportation expenses within its territory, in accordance with its rules and regulations.

3. Candidates exchanged under this Agreement shall observe the laws, rules and regulations of the host Party.

4. Each Party shall, in accordance with their respective existing laws and regulations, guarantee that candidates exchanged under this Article and persons sent by the other Party under this Agreement would be accorded the necessary facilities and assistance for the accomplishment of their studies or missions.

ARTICLE IV
INTELLECTUAL PROPERTY

1. Matters pertaining to intellectual property rights that may arise from any project or activity pursuant to the Agreement shall be determined and agreed upon by the Parties prior to the implementation of said project or activity.

2. Each Party pledges not to convey to a third party or citizens or organizations of a third party, without the written approval of the other Party, special scientific and technological knowledge acquired in the course of the implementation of this Agreement.

ARTICLE V
AMENDMENTS

1. Either Party may request in writing, through diplomatic channels, a revision or amendment of this Agreement.

2. The provisions of this Agreement may be amended or modified only upon the mutual consent of the Parties.

3. Any revision or amendment agreed to by both Parties shall be in writing and shall form an integral part of this Agreement.

4. Such revision or amendment shall enter into force in accordance with the provisions on Entry into Force of this Agreement.

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ARTICLE VI
CONSULTATIONS

Both Parties shall, upon the explicit request of either of them, consult each other on any matter relating to the implementation of this Agreement.

ARTICLE VII
DISPUTE SETTLEMENT

Any difference or dispute arising out of the interpretation, application or implementation of this Agreement shall be settled amicably by consultations or negotiations between the Parties without reference to any third party or international tribunal.

ARTICLE VIII
IMPLEMENTING AGENCIES

The Parties shall establish, upon agreement, a governmental joint commission or consultative body composed of representatives of both Parties to consider matters pertaining to the implementation of this Agreement.

ARTICLE IX
VALIDITY AND ENTRY INTO FORCE

1. This Agreement shall enter into force on the date of the later written notification by the Parties, through diplomatic channels, indicating that their internal legal requirements for its entry into force have been complied with.

2. This Agreement shall remain in force for a period of five (5) years. It shall continue to remain in force unless one Party notifies the other in writing of its intention to terminate the Agreement. The notice of termination shall be effective six (6) months after the date of notification.

3. Joint projects which at the expiration of this Agreement, have already been commenced but have not yet been fully implemented, shall be carried out to their completion in accordance with the specific project arrangements.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement in Manila on 01 Sept. 2000 in two originals, both written in English.

(Sgd.)

(Sgd.)

FOR THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES

FOR THE GOVERNMENT
OF MONGOLIA

PROTOCOL OF NEGOTIATIONS

1. Being duly authorized by their respective Governments, delegations from the Republic of the Philippines and Mongolia met in Manila on 25 August 2000 for the purpose of negotiating an Agreement on Science and Technology Cooperation. The lists of both delegations are attached hereto and marked as Annex "A".

2. The meeting was held in a friendly and cordial atmosphere and both Parties agreed to initial the Agreement on Scientific and Technological Cooperation Between the Government of the Republic of the Philippines and the

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Government of Mongolia.

3. The initialed text of the Agreement on Scientific and Technological Cooperation Between the Government of the Republic of the Philippines and the Government of Mongolia is attached hereto as Annex "B".

4. It was also agreed that Article 9 on Validity and Entry into Force shall mean that the Agreement on Scientific and Technological Cooperation Between the Government of the Republic of the Philippines and the Government of Mongolia shall enter into force on the date of the later notification by the Contracting Parties, through diplomatic channels, indicating compliance with their respective constitutional requirements for its entry into force.

Done in Manila on the 25th day of August 2000.

FOR THE PHILIPPINE
DELEGATION

FOR THE MONGOLIAN
DELEGATION

(Sgd.)
HON. CAROL M. YOROBE

(Sgd.)
H.E. AGVAANDOR JIIN TSOLMON

Assistant Secretary of
Science and Technology

Ambassador Extraordinary
and Plenipotentiary of Mongolia
to the Philippines

RP-MONGOLIA SCIENCE AND TECHNOLOGY NEGOTIATIONS
25 August 2000, Century Park Hotel, Manila, Philippines

DELEGATION LIST OF THE PHILIPPINES

HON. CAROL M. YOROBE
Assistant Secretary
Department of Science and Technology

Chairperson

HON. JOSUE A. VILLA
Ambassador-designate of the
Philippines to the People's Republic of China

Member

MS. CORAZON L BELMONTE
Executive Director,
Office for Policy Planning and Coordination
Department of Foreign Affairs

Member

MR. PATRICIO S. FAYLON
Executive Director, PCARRD
Department of Science and Technology

Member

MR. RAFAEL D. GUERRERO III
Executive Director, PCAMRD
Department of Science and Technology

Member

MR. MARCIAL T. OCAMPO
Executive Director, PCAMRD
Department of Science and Technology

Member

MS. AILEEN S. MENDIOLA
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Office of Asian and Pacific Affairs
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Member

ATTY. MA. ANGELA PONCE
Principal Assistant Office of Legal Affairs
Department of Foreign Affairs

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H.E. AGVAANDORJIIN TSOLMON
Ambassador Extraordinary and
Plenipotentiary of Mongolia to the
Philippines

Chairperson

MR. GONCHIGMN SESEER
Director for the Department of Legal
Ministry of Foreign Affairs

Member

Entry into Force: October 31, 2001

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