BILATERAL

MEMORANDUM OF UNDERSTANDING ON TECHNICAL AND TRADE COOPERATION IN FISHERIES BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF HIS MAJESTY THE SULTA...

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THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM, HEREINAFTER REFERRED TO AS THE "CONTRACTING PARTIES",

DESIRING to strengthen the existing friendly relations between the two countries through technical and trade cooperation in fisheries;

COGNIZANT of the need to ensure sustainable growth and development in the field of fisheries;

RECALLING the provisions of the 1982 United Nations Convention on the Law of the Sea;

CONVINCED of the need to pursue joint undertakings in promoting trade, investment and technical cooperation in fisheries;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE I
GENERAL PROVISION

The Contracting Parties, consistent with the existing laws, rules and regulations prevailing in their respective jurisdictions, shall promote the development of fisheries by encouraging joint ventures between the private sector of the Philippines and the counterparts from Brunei Darussalam.

Joint venture activities shall be determined by the Contracting Parties, and shall be implemented based on the existing laws and policies of both countries.

ARTICLE II
AREAS OF COOPERATION

Cooperation shall be effected through:

(1) Exchange of materials and market information;

(2) Trading;

(3) Conduct of strategic market facilitation activities;

(4) Organization of trainings, workshops and seminars related to fisheries development;

(5) Implementation of joint venture projects; and

(6) Any other means as may be mutually agreed upon by both Contracting Parties.

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To generate broad interest, the Contracting Parties shall endeavor to advocate a favorable trade and technical agreement and consciousness among their respective peoples, in order to encourage and facilitate direct contacts between their respective private sector and business communities.

ARTICLE III
JOINT COMMITTEE

1. To ensure the implementation of this Memorandum of Understanding, the Contracting Parties shall establish a Joint Committee composed of an equal number of representatives from both sides as may be agreed upon through diplomatic channels. The lead coordinating agencies shall be, as follows:

For the Republic of the Philippines, the Department of Agriculture and the Department of Foreign Affairs;

For Brunei Darussalam, the Ministry of Industry and Primary Resources.

2. The Joint Committee shall formulate and submit policy recommendations with the end in view of promoting the development of fisheries of both countries. It shall also be

responsible for planning, implementing, monitoring and evaluating projects identified under this Memorandum of Understanding.

3. The Joint Committee shall create a Joint Technical Fisheries Working Group composed of counterparts/representatives from each Contracting Party, to facilitate cooperation, provide guidance, identify specific activities that will lead to the implementation of this Memorandum of Understanding, and review the progress of such activities. For this purpose, the Joint Committee shall determine the procedure and other guidelines to be followed by the "Working Group" to ensure efficiency.

4. Each Contracting Party shall designate their respective Coordinators who shall be responsible for coordinating and monitoring all activities carried out under this Memorandum of Understanding.

5. The Joint Committee shall meet every year, alternately in the Philippines and Brunei Darussalam, with a representative from the host country as chairman of the meeting. Whenever necessary, an interim meeting may be held subject to agreement between the Parties, through diplomatic channels.

6. The agenda of the meeting will include the drafting of the working plans and a review of the progress of the implementation of projects undertaken pursuant to this Memorandum of Understanding.

ARTICLE IV
CONFIDENTIALITY

The Parties shall ensure that the trade and technical data and information mutually provided, including the results of joint research carried out under this Memorandum of Understanding, are not transferred or supplied to a Third Party without prior written consent from both Contracting Parties. Matters pertaining to intellectual property rights that may arise from an activity undertaken under this Memorandum of Understanding shall be determined and agreed upon by the Parties prior to the activity's implementation.

ARTICLE V
EXPENSES AND OTHER FORMS OF ASSISTANCE

1. The sending country shall be responsible for international travel and related costs from its port of departure to the port of entry in the receiving country. The receiving country shall be responsible for local expenses including inland transportation costs, board and lodging, and emergency medical treatment of the members of the visiting delegation for the duration of the official mission in its territory.

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2. The requesting Party shall shoulder the cost of postage and freight of materials/documents being requested.

3. Each Party shall endeavor to provide the necessary assistance to professionals, technicians and trainees sent by the other Party under this Memorandum of Understanding to accomplish their mission. The visiting party shall observe the laws and regulations in force in the host country.

4. The foregoing provision shall not limit the rights of either Party to adopt or execute measures necessary to uphold public health, morals, public order or security.

ARTICLE VI
DISPUTE SETTLEMENT

Any dispute arising out of the interpretation, application, or implementation of this Memorandum of Understanding shall be settled amicably by consultation or negotiation, through diplomatic channels, between the Parties.

ARTICLE VII
ENTRY INTO FORCE

This Memorandum of Understanding 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.

ARTICLE VIII
AMENDMENT

Either Party may request in writing, through diplomatic channels, a revision or amendment of this Memorandum. Any revision or amendment agreed upon by the Parties shall become effective in accordance with the foregoing Article.

ARTICLE IX
VALIDITY/TERMINATION

This Memorandum of Understanding shall be valid for a period of five (5) years and shall be automatically renewed for similar pehod(s) unless sooner terminated in written notice, by either Contracting Party through diplomatic channels, six (6) months prior to the intended date of termination. The termination of this Memorandum is without prejudice to the completion of on-going projects.

Done at Bandar Seri Begawan, Brunei Darussalam, on this 14th day of November 2000 in two original texts, both in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF
PHILIPPINES

FOR THE GOVERNMENT OF HIS
HIS MAJESTY THE SULTAN
AND YANG DI-PERTUAN OF
BRUNEI DARUSSALAM

(Sgd.)

(Sgd.)

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DOMINGO L. SIAZON, JR.
Secretary of Foreign Affairs

PRINCESS HAJAH MASNA
Acting Minister of Foreign Affairs

Entry into Force: April 12, 2002

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