BILATERAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILIPPINE COAST GUARD (PCG) OF THE REPUBLIC OF PHILIPPINES AND THE INDIAN NAVY OF THE REPUBLIC OF INDIA ON SHARING OF WHITE SHIPPING INF...

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The Philippine Coast Guard (PCG) of the Republic of Philippines and the Indian Navy (IN) of the Republic of India and hereinafter referred to as "the Participants"

DESIRING to build a common goal with regard to the sharing of White Shipping Information between PCG and the IN, with the end view of ensuring maritime security through cooperative efforts.

CONSCIOUS that developing and enhancing sharing of White Shipping Information will promote the national interest of the Participants and the collection and analysis of the information gathered will help in promoting maritime security.

Have reached the following understanding:

Paragraph I
Definitions
1.1 "White Shipping" refers to general commercial ships, passenger liners, pleasure craft and fishing boats, which are non-military and non-government related shipping vessels.

1.2 "Information" means all information and material (including documents, equipment and other items in any form or any reproduction or translation of such information or material). The information referred to in this MoU will be related to unclassified merchant shipping only (White shipping). Subject to the respective Participants releasable provisions, information may include position, identity, voyage, crew, cargo and shipping related information like vessel management records and vessel security records. The details of information to be exchanged will be decided upon and spelt out in the Standard Operating Procedures (SOP) to be finalized separately by the Participants after the effectivity of this MoU.

1.3 "Third Pasty" means any person or entity other than the Participants, including any third country government, any national of a third country, and any contractor; whether or not an entity is owned or controlled directly or indirectly or influenced by a Participant.

1.4 "Originating Participant" means any person or entity including country government of the Participant who originates information.

1.5 "Receiving Participant" means any person or entity including country government of the Participant which receives the information.

1.6 "AIS Network" means an interconnected network of AIS receivers on land / seagoing platforms and the mechanism for transmission of the data gathered by the sensors, to the intended recipient.

1.7 "Control Station" means the point where all information is received / transmitted from the originating /

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receiving Participant.

Paragraph II
Points of Contact
For purposes of implementing the provisions of the Memorandum of Understanding, the Participants hereby designate the following as Points of Contact:

1. The Philippine Coast Guard

Office of the Deputy Chief of Coast Guard Staff for Maritime Safety Services, CG-8
Phone/ Fax: +63-2-527-8481 local 6181/6182

2. The Indian Navy

Directorate of Network Centric Operations
Phone / Fax: +91-11-26172085

Paragraph III
Information Sharing
3.1 The Participants recognise that since 'White Shipping' makes up the bulk of the maritime traffic and it is vulnerable to instruments of illegal acts, the sharing of 'White Shipping' information will greatly improve the overall awareness of the situation at sea. It may even help to pre-empt and avert a maritime incident.

3.2 This MoU establishes policies for the conduct of information sharing and reciprocal protection of information, relating to white shipping, between Philippine Coast Guard (PCG) and the Indian Navy (IN).

3.3 Each Participant will use its best efforts to maximise the sources and amount of information provided to the other Participant.

Paragraph IV
Methodology for Information Sharing
4.1 The sharing of information between the Philippine Coast Guard (PCG) and the Indian Navy (IN) will be accomplished electronically, verbally, visually, in writing or in any other form and will comprise processed unclassified information relating to White Shipping.

Paragraph V
Use of Information
5.1 The recipient will use information provided by the Originating Participant only for security and non-commercial purposes.

5.2 Information obtained from non-sensitive and non-classified sources may be released by the recipient to Third Parties with mutual consent of the Participants. The recipient will ensure that the Third Party will use the information only for security and non-commercial purposes.

5.3 Information, which is sensitive due to its source (e.g. intelligence or warships or radar detection), will be tagged accordingly to denote the provisions of release (e.g. "Not Releasable" or "Releasable after 24 hours"), to allow the respective Participants to expeditiously respond to the information shared.

5.4 Each Participant will take all lawful steps available to ensure that the information which is tagged and is within the effective non-releasable window is protected from further disclosure, unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that:-

(a) The recipient will not release this information to any Third Party without the prior written consent of the

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originating Participant.

(b) The recipient will not use this information for purpose other than those provided for in this MoU.

5.5 The Participants, will investigate all cases in which it is known, or where there are grounds for suspecting that the information provided, which is tagged and is within the effective non-releasab1e window, has been lost or disclosed to unauthorized persons. Each Participant will also promptly and fully inform the other Participant of the details of any such occurrence, of the final results of the investigation and of the corrective actions taken to preclude recurrences.

5.6 For any facility, wherein information which is tagged and within the non--releasable window is to be used, the responsible Participant will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding the information at such facility. These officials will be responsible for limiting access to such information to those persons who have been properly approved for access and possess the requisite security clearance.

5.7 The confidentiality provision will continue to apply notwithstanding the termination of this MoU.

Paragraph VI
Costs
6.1 Each Participant will be responsible for meeting its own costs incurred, as jointly decided, in implementing this MoU.

Paragraph VII
Interpretation and Dispute Resolutions

7.1 Disputes regarding the interpretation or application of this MoU will be resolved through consultations between the Participants through diplomatic channels.

Paragraph VIII
Amendments
8.1 Any amendment or revision to the text of this MoU will be done by mutual written consent of the Participants. Such amendment or revision will come into effect in accordance with the provision on effectivity.

Paragraph IX
Implementation
9.1 Implementation of this MoU will be reviewed annually. The review may include such other issue that may arise from the information sharing cooperation.

9.2. This MoU will be operationalized by the Indian Navy and the Philippine Coast Guard, within one month of its effectivity. The SOPs for the same will be formulated by respective Headquarters of the Participants.

Paragraph X
Effectivity and Termination
10.1 This MoU will come into effect on the date of its signature.

10.2 This MoU will be effective for five (5) years and will be renewed for a similar period, unless one Participant notifies the other in writing, through diplomatic channels, of its intention to suspend or terminate this MoU; in which case the termination ·will be effective from the date of receipt of such intimation.

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

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In witness whereof, the duly authorised representative of the Participants have signed this Memorandum of Understanding. Signed at Manila on 18th day October 2019 in two originals in English language.

For the Philippine Coast Guard
of the Republic of Philippines

For the Indian Navy
of the Republic of India

(Sgd.)
ADM. ELSON E. HERMOGINO PCG
Commandant, Philippine Coast Guard

(Sgd.)
ADM KARAMBIR SINGH
Chief of Naval Staff
Indian Navy

Entry into Force: October 18, 2019

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