BILATERAL · MARCH 2, 1994

MEMORANDUM OF AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS

This Agreement made and entered into by and between The DEPARTMENT OF FOREIGN AFFAIRS with principal office at 2330 Roxas Blvd. Pasay City hereinafter referred to as DFA,

-and-

The JAPAN INTERNATIONAL COOPERATION AGENCY (Philippine Office), with principal office located at 12F Pacific Star Bldg.; Sen. Gil Puyat Avenue Extension Corner, Makati Avenue, Makati, Metro Manila hereinafter referred to as JICA.

WITNESSETH THAT:

WHEREAS, "The Friendship Programme for the 21st Century" in 1997 will be conducted by the Government of Japan under the technical cooperation scheme for the Republic of the Philippines with a view to promoting youth exchange, and thus further fostering friendly relations between the Republic of the Philippines and Japan;

WHEREAS, arrangements for conducting the programme are administered by JICA, commissioned by the Government of Japan in collaboration with related organizations;

WHEREAS, the DFA of the Government of the Republic of the Philippines and JICA as a cooperation agency of the Government of Japan have entered into an Agreement to implement the Friendship Programme for the 21st Century and have signed a Record of Discussions dated 2 March 1994:

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above, the parties hereto have agreed to the following terms and conditions:

ARTICLE 1
SCOPE OF WORK

1.01 Both parties under this agreement adopted the scope of work indicated in the Record of Discussions dated 2 March 1994 concluded between the two parties.

1.02 The DFA will furnish the necessary materials and support services for the implementation and completion of the scope of work it will carry out as indicated in the Record of Discussions dated 2 March 1994 including the Pre-Departure Orientation Seminar (PDOS) in accordance with the attached Program and schedule marked as Annex "A" and made an integral part hereof.

ARTICLE 2
TIME OF COMPLETION

2.01 Upon the release of the total Project funds to the DFA by JICA, the DFA „ shall commence the implementation of the arrangement covered by Article 1 above, and shall administer the PDOS unless prevented by fortuitous events, in which case JICA may extend the period of time for implementation agreed upon between

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the two parties.

2.02 In the event that the PDOS cannot be held within the aforesaid period of time, JICA is entitled and shall have the right to rescind and/or cancel this agreement, after due consultation in accordance with the Record of Discussions dated 2 March 1994.

ARTICLE 3
THE IMPLEMENTATION COST

3.01 JICA agrees to pay all expenses incurred for the said undertaking based on the agreed amount of SIX HUNDRED FOUR THOUSAND, SIX HUNDRED PESOS (PHP 604,600.00). The monetary amount involved will be deposited to a bank account opened for this purpose by the DFA.

3.02 The monetary amount to be transferred by JICA will be used to implement the PDOS as well as to defray the expenses of the participants as specified in the Information Brochure for the Programme for 1997 issued by JICA, specifically item 8, but with the exception of tem 8(4).

3.03 In the event that a participant requires medical attention during the period of the Programme, free medical care will be provided to the participant during his/her stay in Japan as specified in the Information Brochure for the Programme for 1997.

ARTICLE 4
CHANGES, ADDITIONS, SUBTRACTIONS

4.01 Any changes, additions, and/or subtractions to the amount specified in Article 3 above will be subject to mutual consultations in accordance with the Record of Discussions dated 2 March 1994.

4.02 The Program herein agreed for implementation shall be subject to the monitoring, coordination, and evaluation of both the DFA and JICA.

4.03 DFA guarantees the implementation and completion of the project according to this Agreement and to the agreed Record of Discussions dated 2 March 1994.

4.04 That any change in the amount of every expense item, not exceeding 10% of the maximum limit per item agreed upon by the two parties will be accepted by JICA except items stated in Article 4.05 below, subject to consultations between the DFA and JICA, provided the total amount to be disbursed will not exceed the total Project cost/budget stipulated under this Agreement.

4.05 That the fund allocated for local airfares, accommodation and meals shall not be appropriated for any other purpose.

4.06 Should JICA require additional work not covered by this Agreement, such additional work and the corresponding costs to implement it, will be subject to mutual consultations between both parties under the provisions of the Record of Discussions dated 2 March 1994.

4.07 If certain work for implementation covered by this Agreement is to be omitted, the reduction of costs shall be mutually agreed upon in writing by both DFA and JICA.

ARTICLE 5
PAYMENTS

5.01 Payment of ninety per cent (90%) of the Agreement amount shall be made by JICA before 10 May 1997 covering the PDOS period from 11 to 15 May 1997 payable to the bank account specially opened by DFA for the

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Program as per the estimated expenses itemized by the DFA. The bank account is:

Philippine National Bank, Roxas Boulevard
Acct. No. 298830328-6

5.02 Final and full payment of the balance representing ten per cent (10%) shall be made by JICA to the DFA after the submission on or before 15 July 1997 of the statement of expenditures containing the itemized breakdown of all expenses incurred, up to that period, attaching therewith all copies of supporting documents which shall include the original copies of air/shipping/bus line tickets purchased for domestic travel and/or a boarding certification from the air/shipping/bus company (in the absence of a ticket). Original copies will be kept by DFA.

ARTICLE 6
CANCELLATION

6.01 In the event the DFA is unable to conduct any of the activities in accordance with the provisions of this Agreement and the Record of Discussions dated 2 March 1994, JICA, after due consultation with the DFA, may cancel this AGREEMENT, thirty (30) days upon written notice to the DFA. In the same manner, should JICA be unable to provide the financial support, the DFA, after due consultation with JICA, may cancel this Agreement at least 15 working days before the start of the Program.

6.02 If either the DFA or JICA cancels this Agreement under the circumstances indicated in item 6.01 above, either one or both parties shall be responsible for any or all costs incurred subject to mutual consultations.

ARTICLE 7
FORCE MAJEURE

7.01 Both the DFA and JICA shall not be held responsible for each other for the non-performance of any provisions of this AGREEMENT if the said non-performance is attributable or caused by strikes, wars, incident, riots, natural calamities, prohibition by law or any other causes beyond their reasonable control.

ARTICLE 8
PROHIBITION

8.01 It is agreed that the work in part or in full, to be implemented under this Agreement shall not be sublet or subcontracted without due consultations between the two parties. However, for the effective implementation of this Program, the DFA may subcontract specific jobs and portions of this program (e.g. hotel and transportation services, lecturers for the training component of the Program, etc.) after prior consultation with JICA.

8.02 Any subcontract even if authorized shall not be construed as derogation of the obligations and responsibilities of either parties to this Agreement.

ARTICLE 9
MUTUAL CONSULTATIONS

Any disagreement arising from and/or relating to the interpretation of any of the provisions of this Agreement shall be settled amicably between the DFA and JICA within a reasonable time before the implementation of the Program.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in duplicate and signed by their duly authorized representatives on the 7th day of May 1997, in Makati City, Metro Manila, Philippines.

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DEPARTMENT OF FOREIGN AFFAIRS

JAPAN INTERNATIONAL COOPERATION AGENCY

(Sgd.) LAURO L. BAJA JR.
Assistant Secretary

(Sgd.) HIROSHI GOTO
Resident Representative

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