

MEMORANDUM OF UNDERSTANDING ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE DEPARTMENT OF SCIENCE AND TECHNOLOGY OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF S...

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The Department of Science and Technology of the Republic of the Philippines and the Ministry of Science and ICT of the Republic of Korea (hereinafter referred to as the "Participants"),

Referring to the Basic Agreement on Scientific and Technological Co-operation between the Government of the Republic of the Philippines and the Government of the Republic of Korea signed in Manila on 07 July 1981,

Desirous of developing cooperation between the two countries, particularly in the field of science and technology,

Conscious of the mutual benefit to the two countries arising from the development of their scientific and technological relations, and

Taking account of the fact that the implementation of such cooperation will contribute to the growing friendly relations between the two countries,

Have reached the following understanding:

PARAGRAPH 1 Scope of Cooperation

1. The Participants will encourage and support cooperation in the field of science and technology between the two countries on the basis of equality and mutual benefit, fair treatment, reciprocity and the timely exchange of information, according to the provisions of this Memorandum of Understanding (MOU) and the laws and regulations of each country.

2. This MOU is not intended to create any legal obligations under international law, and will be carried out within the framework of the respective laws and regulations of the two countries and subject to the availability of appropriated funds and personnel of the Sides.

PARAGRAPH 2 Forms of Cooperation

1. The scientific and technological cooperation under this MOU will take the following basic forms:

- a. joint research and development, including the mutual exchange of research findings;
- b. exchange of scientists, specialists and researchers to participate in the execution of joint projects;
- c. exchange of technical documentation and information;
- d. joint scientific conferences, courses, seminars and publications and the exhibition of the joint projects;
- e. assistance in education and training in research
- f. Any other forms of scientific and technical cooperation that may be jointly decided upon by the Participants.

2. This MOU does not exclude visits and exchanges of specialists in the field of science and technology outside the scientific and technological cooperative activities under this MOU.

PARAGRAPH 3 Areas of Cooperation

1. The Participants will encourage the establishment of scientific and technological contacts between the appropriate organizations, agencies, universities and companies in both countries and, as mutual needs arise, the conclusion of separate arrangements. Such arrangements will be concluded in accordance with the laws and regulations of the two countries.

2. The Participants will carry out the cooperative activities mentioned in Paragraph 2 in the following areas:

- a . advanced materials source;
- b. biotechnology;
- c. nanotechnology;
- d. data analysis;
- e. artificial intelligence;
- f. nuclear technology;
- g. astronomy;
- h. space technology and geo-informatics;
- i. metrology;
- j. water resources management, including:
 - i. water-related disaster mitigation (e.g. floods/flash floods, drought/low-flow forecasting , storm surge and rain-induced landslides),
 - ii. advances in decision support systems in hydrology,
 - iii. telemetry/telecommunications technology,
 - iv . applications of remotely-sensed data, including radar , satellites and numerical weather prediction (NWP), to hydrology,
 - v. flood risk assessment and analysis;
- k. climate change;
 - 1. meteorology;
- m. climatology;
- n . regional climate modeling;
- o. remote sensing;
- p. exchange of knowledge and methods in the area of NWP geared towards the advancement of its application to various fields, including, but not limited to, energy, agriculture and the insurance industry;
- q. oceanography;

- r. science, technology and innovation policy;
- s. renewable energy;
- t. technology commercialization, including the facilitation of startups; and
- u. any other areas of cooperation that may be jointly decided upon by the Participants.

PARAGRAPH 4 Funding

Funding will be dealt with on a case-by-case basis. Matters related to intellectual property and the level of cooperative activities will be jointly decided upon by the Participants when funding becomes available.

PARAGRAPH 5 Implementation

To facilitate the implementation of this MOU, representatives of the two Participants will meet, whenever necessary, to discuss the forms of cooperation and jointly approve the areas of and procedures for scientific and technological cooperation, to discuss other issues relevant to this MOU and to discuss future directions for and/or the scope of the cooperation between the Participants.

PARAGRAPH 6 Intellectual Property Rights

Matters pertaining to intellectual property rights that may arise from any project or activity carried out under this MOU will be jointly determined by the Participants prior to the implementation of the said project or activity. Such intellectual property will include, but is not limited to, articles, studies, papers, essays and presentations in all media forms, as may be jointly decided by the Participants, with the basic understanding that Participants will have the right to joint ownership of the said intellectual property. The inability of either Participant to fulfill this provision will be subject to dispute resolution and/or the termination of this MOU if deemed warranted by either Participant.

PARAGRAPH 7 Authorities

The representatives of the Participants acting under this MOU and any subsidiary arrangement shall have the full authority to act on behalf of the institutions represented.

PARAGRAPH 8 Settlement of Disputes

Any disputes arising from the interpretation or implementation of this MOU will be settled through consultation between the Participants.

PARAGRAPH 9 Amendment

This MOU may be amended with the mutual written consent of the Participants.

PARAGRAPH 10 Entry into Effect, Duration and Termination

1. This MOU will come into effect upon its signature by both Participants and will remain in effect for a period of five (5) years. It will thereafter be automatically renewed for successive five-year periods.
2. Either Participant may terminate this MOU by notifying the other Participant of such intention in writing through diplomatic channels, at least six (6) months in advance of the date of intended termination. The termination will not affect ongoing cooperative activities under this MOU, unless otherwise jointly decided by the Participants.

Signed in duplicate at Seoul, on the 4th day of June 2018, in the English and Korean languages, both texts being

equally valid. In case of any divergence of interpretation , the English text will prevail.

FOR THE DEPARTMENT OF
SCIENCE AND TECHNOLOGY OF
THE REPUBLIC OF THE PHILIPPINES

(Sgd.)

FORTUNATO T. DE LA PENA

Secretary

FOR THE MINISTRY OF
SCIENCE AND ICT OF
THE REPUBLIC OF KOREA

(Sgd.)

YOU YOUNG MIN

Minister

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