BILATERAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF THE INDONESIA ON AGRICULT...

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The Department of Agriculture of the Republic of Philippines and the Ministry of Agriculture of the Republic of the Indonesia hereinafter referred to as the “Participants”

CONSIDERING that both participants have been participating in common endeavours such as the Coral Triangle Initiatives, membership in the Association of Southeast Asian Nations (ASEAN) and the World Trade Organization (WTO) and the existing common desire for friendly cooperation and enhanced relations between the two Participants;

REFERRING to the Agreed Minutes of the 6th Joint Commission for Bilateral Cooperation (JCBC) between the Republic of the Philippines and the Republic of Indonesia in Jakarta on 24 February 2014 which underscores the importance of concluding a Memorandum of Understanding (MoU) on Agriculture Cooperation and reactivating the Joint Working group (JWG) on Agriculture;

MINDFUL of the fact of the both Participants common developmental goals and aspirations;

REALIZING that agriculture cooperation would lead to common benefits on economic development of the Participants;

AIMING to promote cooperation of the Participants in various fields of agriculture on the basis of equality and mutual respect;

HAVE AGREED as follows:

PARAGRAPH I
GENERAL PROVISION

1.

Both Participants shall promote cooperation in the development of agriculture and agro-industries pursuant to their respective laws and regulations;

2.

Both Participants shall promote mutual consultation, exchange of technical assistance and joint research on specific areas of agriculture.

3.

Accordingly, the Participants will cooperate in the field of agriculture and agro-industries specifically in areas identified under Paragraph II (1) through cooperative activities outlined under Paragraph II (2) hereof. Specific activities/programs/projects and exchanges will be covered by corresponding Memoranda of Agreement and shall

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be implemented in accordance with the domestic law in force in the respective countries and in conformity with their respective “international commitments” or “commitments under treaties or “international agreements”.

PARAGRAPH II
AREAS OF COOPERATION

1.

Both Participants will pursue cooperative endeavors, including those activities under item 2 below, in the following areas:

a.

Production of industrial crops such as coconut, sugarcane, banana and abaca (Musatextilis);

b.

Production of horticultural crops such as shallots and chilies;

c.

Livestock production;

d.

Post-harvest, processing and supply chain management on mutually identified crops and/or agri-commodities;

e.

Development of bio-security mechanisms and systems for monitoring, including sanitary and phytosanitary measures relating to the import and export of agricultural products;

f.

Promotion of mutually decided crops and/or agri-commodities; and

g.

Other related areas to be identified and jointly decided upon by the Participants.

2.

The Participants' cooperation in the areas specified above shall be pursued through the following undertakings:

a.

Exchange of professionals, scientists, technicians and farmers for study, observation, and training in agriculture;

b.

Exchange of scientific and technical information and technology relevant to agriculture and agri-industries;

c.

Collaborative studies/research on the above areas of cooperation;

d.

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Organization of workshops, symposia, training courses, study visits and exhibitions on subjects covered by or within the scope of the above areas of cooperation;

e.

Investments in agriculture;

f.

Discussions to address issues of interest related to agriculture in regional meetings;·and

g.

Exchange of information related to areas of cooperation.

3.

It is understood that the implementation of cooperative activities shall be in accordance with the domestic law in force in the respective Participant-countries and in conformity with their respective existing ‘international commitments”.

PARAGRAPH III
JOINT AGRICULTURE WORKING GROUP

1.

To promote and coordinate the implementation of activities under this MoU, the participants hereby reinforce the Philippine – Indonesia Joint Agriculture Working Group (hereinafter referred to as "the JAWG”). The JAWG shall work in place of the preceding Joint Working Group on Agriculture and shall regularly report to the JCBC between the Republic of the Philippines and the Republic of Indonesia;

2.

The JAWG will be headed by a Senior Official from both Participants;

3.

The JAWG will be held alternately in the Philippines and Indonesia once in every two years. The date, location and agenda of each meeting will be jointly decided by the Participants following consultation between the liaison secretaries of the Participants;

4.

The meeting of JAWG will be led by the head of delegation of the host country of JAWG; and

5.

Host country of the JAWG meeting will provide administrative support for such meeting to the extent permitted by its national laws and regulation.

PARAGRAPH IV
INTELLECTUAL PROPERTY RIGHTS

1.

The protection of intellectual property rights shall be enforced in conformity with the respective, national laws, rules, and regulations of the Participants and with other international agreements signed by both Participants.

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2.

The use of the name, logo, and/or official emblem of any of the Participants on any publication, document, and/or paper is prohibited without the prior written approval of either Participant.

3.

The Participants agree that any intellectual property arising from the implementation of this MoU will be jointly owned and its utilization shall be subject to separate arrangement between the Participants.

PARAGRAPH V
GENETIC RESOURCES AND TRADITIONAL KNOWLEDGE

The Participants reaffirm that access to genetic resources and traditional knowledge associated with genetic resources (hereinafter, "GRTK") including their collection, conservation, and exchange of GRTK shall be carried out in accordance with the provisions of the Convention on Biological Diversity (CBD) and Nagoya Protocol, particularly the principles of prior informed consent and of fair and equitable benefit sharing. Each Participant shall have the authority to determine access to GRTK in accordance with its domestic legislation, and endeavor to create conditions to facilitate transparent access to GRTK.

PARAGRAPH VI
MATERIAL TRANSFER AGREEMENT

The transfer of biological and genetic materials arising from any undertaking under this MoU shall be covered by a resource-specific Material Transfer Agreement executed by the providing and receiving Participants thereof in such form as required by law and regulations of both Participants. Prior to the actual transfer of any materials, the receiving Participant shall ensure its compliance with all the requirements and procedures prescribed under the laws and regulations of the providing Participant.

PARAGRAPH VII
CONFIDENTIALITY

The Participants shall ensure that all documents, information, scientific, and technical data or any other data mutually provided, received or resulting under this MoU remain confidential and are not transferred or supplied to a Third Participant without prior written consent. The participants agree that the provision of this Paragraph shall continue to be binding between the Participants notwithstanding the termination of this MoU and shall also not prejudice to the prevailing laws and regulations of the Participants.

PARAGRAPH VIII
DISPUTE SETTLEMENT

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

PARAGRAPH IX
AMENDMENT

Either Participant may request in writing through diplomatic channels, a revision or amendment of this MoU. Any revision or amendment decided upon by the Participants shall become effective in accordance with Paragraph XII.

PARAGRAPH X
EXPENSES AND OTHER FORMS OF ASSISTANCE

1.

In holding the JAWG meetings, 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 for the head of the visiting delegation for the duration of the official mission in its territory.

2.

The requesting Participant shall shoulder the cost of postage and freight of materials/documents being requested for the purpose of this MoU.

3.

Each Participant shall endeavor to provide the necessary assistance to professionals, technicians, and trainees sent by the other Participant under this MoU to accomplish their mission. They shall observe the laws and regulations in force in the host country.

4.

Without limitation to item 3, Paragraph I of this MoU, expenses relative to all the foregoing activities shall be subject to the respective Participants' existing accounting and auditing rules and regulations.

PARAGRAPH XI
VALIDITY/TERMINATION

This MoU shall be valid for five (5) years and shall automatically be renewed for a similar period unless either Participant gives written notification to the other Participant of its intention to terminate this MoU at least six (6) months in advance before its expiry. The termination of this MoU is shall be done without prejudice to the completion of any on-going projects.

PARAGRAPH XII
ENTRY INTO FORCE

This MoU shall enter into force on the date of the later notification in written form by the Participants through diplomatic channels, indicating that the domestic legal requirements for its entry into force have been completed.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments have signed this MoU.

Signed in two (2) original copies in Manila on the ..... day of ..... in the year two thousand and seventeen in the Indonesian and English languages, all text being equally authentic. In case of any divergence on interpretation of the text, the English text shall prevail.

THE DEPARTMENT OF AGRICULTURE

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THE MINISTRY OF AGRICULTURE OF

OF THE REPUBLIC OF THE

THE REPUBLIC OF INDONESIA

PHILIPPINES

(SGD.)

(SGD.)

EMMANUEL F. PINOL

DR. A. AMRAN SULAIMAN

SECRETARY OF AGRICULTURE

MINISTER OF AGRICULTURE

Entry into Force: April 11, 2018

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