BILATERAL

MEMORANDUM OF COOPERATION BETWEEN THE PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE OF THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES (PCOO), THE PEOPLE’STELEVISION NETWORK I...

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The Presidential Communications Operations Office of the Government of the Republic of the Philippines (PCOO), the People's Television Network Inc. under t he supervision of the PCOO (PTV) and the Ministry of Internal Affairs and Communications of the Government of Japan (MIC), hereinafter referred to as the "Participants,"

RECALLING the Memorandum of Cooperation between the PCOO and the MIC on the Cooperation in the Field of Information and Communications Technology on 26 October 2016 in Tokyo, Japan, hereinafter referred to as the "MOC", and that in Paragraph 2 (4) of the MOC, the PCOO and the MIC have identified developing and using ICT in disaster risk reduction through the implementation of an EWBS trial as an area of common interest for cooperation;

DESIRING to promote and enhance the delivery of disaster information through emergency warning broadcasting system, hereinafter referred to as the "EWBS," and data broadcasting of the IDSB-T digital terrestrial television broadcasting, hereinafter referred to as the "Joint Project,"

RECOGNIZING the need to establish the basic terms and conditions under which the Participants will pursue their negotiations for the execution of a definitive framework for the Joint Project; and

HAVING DECIDED to implement the following means of cooperation.

PARAGRAPH 1
OBJECTIVES

- The Joint Project is to be implemented under mutual collaboration among the Participants in order to verify positive effectiveness of ISDB-T, such as the delivery of disaster information through EWBS and data broadcasting.

- The implementation of the Joint Project will be a support to the Philippine Government's effort to protect citizens from disasters.

PARAGRAPH 2
SCOPE OF PROJECT

- The contents of the Joint Project arre as follows:

- Delivery of disaster information to citizens in the Philippins through EWBS and data broadcasting of ISDB-T; and

- Public education on digital migration in the Philippines

- The MIC through its supporting companies (hereinafter referred to as the "Support Company") will give a

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capacity-building program to related personnel in the Philippines and will technically train them so that EWBS and data broadcasting can be operated and maintained independently by the Philippines.

PARAGRAPH 3
RESPONSIBILITY OF THE MIC

- The MIC will promote and enhance the delivery of disaster information in the Philippines through the implementation of the Joint Project.

- The Joint Project is to be implemented under mutual collaboration between the MIC and the Support Company, therefore it will be carried out by the MIC through Support Company who is exclusively contracted by MIC.

- The MIC, through the Support Company, will assume all duties and taxes of the equipment and systems that will be required in the Joint Project.

PARAGRAPH 4
RESPONSIBILITY OF THE PCOO

- The PCOO will support the implementation of the Joint Project

- The PCOO will disseminate the information on the Joint Project in the Philippines

- The PCOO will support PTV's efforts to utilize the outcome of the Joint Project for commercial use.

PARAGRAPH 5
RESPONSIBILITY OF THE PTV

- The PTV will provide an equipment room or facility where the necessary ISDB-T devices will be installed to pricipally prepare the environment for the Joint Project.

- The PTV will promote public education on digital migration, including producing documentary programs and broadcasting these nationwide, through the implementation of the Joint Project.

- The PTV will make efforts to utilize the outcome of the Joint Project for commercial use.

PARAGRAPH 6
NON-ASSIGNMENT OF RESPONSIBILITIES
No. Participant may assign any responsibility beyond those mentioned under this Memorandum of Cooperation without the prior written consent of the other Participants.

PARAGRAPH 7
NEGOTIATIONS FOR A DEFINITIVE FRAMEWORK

- The Participants have decided to discuss and negotiate in good faith the terms and conditions of a definitive frameworks which may be executed hereinaafter to implement this Memorandum of Cooperation

- The Participants will not solicit offers nor negotiate with third parties, without the approval of the other Participants, even where the third party offer is unsolicited, during the term of this Memorandum of Cooperation.

PARAGRAPH 8
INTELLECTUAL PROPERTY RIGHTS
Each Participant will retain all rights, title, and interests in and to their respective systems and contributions, all trade secrets, patent, and other intellectual property rights contained therein.

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PARAGRAPH 9
CONFIDENTIALITY

- Any information arising out of or obtained under this Memorandum of Cooperation will not be disclosed to any third party without the prior written approval of the other Participants.

- The security of classified information and material exchanged or arising out of this Memorandum of Cooperation will be governed by specific documents between the Participants, on a case-by-case basis.

PARAGRAPH 10
FINANCIAL MATTERS

- Each Participant will bear its own cost and expenses incurred by it in negotiating and preparing this Memorandum of Cooperation and in carrying out the transactions contemplated by this Memorandum of Cooperation, whether or not the transactions contemplated hereby will occur.

- No funds outlay will be incurred in the Joint Project except the PCOO and the PTV commitments as provided in the foregoing.

PARAGRAPH 11
PRE-TERMINATION OF THE JOINT PROJECT
The PCOO and the PTV can pre-terminate the implementation of the Joint Project upon a written notice thirty (30) days prior to the intended date of termination. Upon pre-termination or termination of the Joint Project, the Support Company will remove all the equipment at no cost to PCOO or PTV. PCOO and PTV will not be liable for any damage or loss to the equipment associated with the removal.

PARAGRAPH 12
NON-BINDING EFFECT

- This Memorandum of Cooperation is not intended to be and does not create any rights and obligations among the Participants. This Memorandum of Cooperation will serve as a mere proposal to facilitate the negotiation and preparation of a definitive framework and related documents in connection with the Joint Project.

- The Participants will not be deemed to be in a relationship of by virtue of this Memorandum of Cooperation, nor will any Participant be deemed to be an employee, agent, representative, trustee or fiduciary of any other Participants. No Participant will have any authority to bind the other Participants to any agreement or obligation.

PARAGRAPH 13
SETTLEMENT OF DISPUTES
Any dispute among the Participants arising out of the interprretation or implementation of this Memorandum of Cooperation will be settled amicably by consultations or negotiations, through diplomatic channels.

PARAGRAPH 14
MODIFICATION
Any modification or revision to the text of this Memorandum of Cooperation will be made by mutual consent of the Participants. Such modification or revision will be made in line with the matters on effectivity in Paragraph 15 of this Memorandum of Cooperation.

PARAGRAPH 15
EFFECTIVITY, DURATION, AND TERMINATION

- This Memorandum of Cooperation will commence on the date of signing by the Participants.

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- This Memorandum of Cooperation will remain for a period of thirty six (36) months, unless one Participant officially notifies the other Participant, through diplomatic channels, of its desire to suspend or terminate this MOC. In such a case, this Memorandum of Cooperation will continue until sixty (60) days after the date on which one Participant receives an official notification from the other Participant expressing the desire of the latter to suspend or terminate this Memorandum of Cooperation.

SIGNED in triplicate in Manila, Philippines September 9th, 2017, in the English language.

FOR THE PRESIDENTIAL COMMUNICATIONS FOR THE MINISTRY OF INTERNAL AFFAIRS

OPERATIONS OFFICE AND COMMUNICATIONS

GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES GOVERNMENT OF JAPAN

(Sgd.) NOEL GEORGE P. PUYAT (Sgd.) MASAHIKO TOMINAGA

Undersecretary and Chief International Cooperation Vice-Minister for Policy Coordination

Officer (International Affairs)

FOR THE PEOPLE’S TELEVISION NETWORK

GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

(Sgd.) DINO ANTONIO C. APOLONIO

Network General Manager

Entry into Force: September 9, 2017

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