

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF NATIONAL DEFENSE OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND ...

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The DEPARTMENT OF NATIONAL DEFENSE OF THE REPUBLIC OF THE PHILIPPINES and THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, (hereinafter referred to individually as the "Participant" and collectively as the "Participants"),

PROCEEDING from the spirit of the close friendship which governs the relations between their two countries, as expressed in previous Memoranda of Understanding on defense cooperation signed in 1996 and 2017 as well as the launch of the Philippines-United Kingdom Alliance Partnership in 2021;

DESIRING to further strengthen and develop bilateral relations by promoting and increasing defense cooperation between them;

ACKNOWLEDGING the mutual benefits to be derived from mutual cooperation in defense;

PURSUANT to the prevailing laws and regulations as well as policies of their respective countries;

HAVE REACHED the following understanding:

PARAGRAPH 1 OBJECTIVE

This Memorandum of Understanding (MOU) is intended to provide a framework for enhancing cooperation between the Participants in the field of defense on the basis of reciprocity and mutual benefit.

PARAGRAPH 2 AREAS OF COOPERATION

The Participants will cooperate in the following areas:

- a.
Defense and security policy;
- b.
Defense and military education, training, and capacity building;
- c.
Peacekeeping operations;
- d.
Humanitarian assistance and disaster relief;

e.

Logistics and maintenance:

f.

Armaments and military equipment;

g.

Defense industry and technology;

h.

Research and technology: and

i. Any other areas as may be mutually decided by the Participants.

PARAGRAPH 3

FORMS OF COOPERATION

The Participants will seek to cooperate through:

a.

Exchange of delegations and personnel in accordance with relevant laws and regulations.

b.

The provision of specialist military support in the case of a humanitarian or natural disaster where the Government of the Philippines has requested the assistance of the Government of the United Kingdom;

c.

The provision of defense equipment and related services:

d.

Subject Matter Expert (SME) exchange;

e.

Exchange of information, documentation, and materials;

f.

Participation in seminars, workshops, and other activities organized by the other Participant:

g.

Participation in defense and security activities such as table-top exercise and combined training activities; and

h.

Other forms of cooperation as may be mutually decided by the Participants.

PARAGRAPH 4

IMPLEMENTATION

4.1

To implement this MOU , tile Participants will establish a Joint Committee composed of an equal number of representatives nominated from each Participant.

a.

The Joint Committee will endeavor to meet eve1y two (2) years, or as may be requested by a Participant, alternately in the Philippines and in the United Kingdom.

b.

The Joint Committee will be responsible for:

i.

Preparing plans, programs, or activities of cooperation;

ii.

Recommending new forms and areas of cooperation; and

iii.

Other matters as may be mutually decided by the Participants.

4.2

The implementation of plans, programs, and activities as specified under this MOU will be subject to specific arrangements, such as, but not limited to, Terms of Reference or Implementing Arrangements . to be mutually decided upon in writing.

PARAGRAPH 5

FINANCIAL ARRANGEMENTS

5.1

Unless otherwise decided upon, each1 Participant will be responsible for its own costs in tile implementation of this MOU.

5.2

Financial arrangements to cover expenses for cooperative activities under this MOU will be mutually decided upon, on a case-to-case basis and subject to the availability of funds and other resources.

PARAGRAPH 6

CONFIDENTIALITY

6.1

Any classified information arising out of or obtained under this MOU will be not be disclosed to any third party without prior approval of the other Participant.

6.2

This security of classified information and material exchanged or arising out of this MOU will be governed by

specific arrangements between the Participant, on a case-to-case basis.

PARAGRAPH 7

INTELLECTUAL PROPERTY RIGHTS

Each Participant will respect the other Participant's intellectual property rights in regard to the information transmitted, exchanged, or produced within the framework of this MOU. Each Participant will endeavor to protect intellectual property in accordance with its national laws and regulations as well as with international agreements in force between the two countries.

PARAGRAPH 8

LEGAL REQUIREMENTS RELATING TO MILITARY PERSONNEL

The Participants will address the jurisdiction requirements for particular military activities and record the requirements in specific arrangements, such as, but not limited to, Implementing Arrangements, in accordance with relevant rules and regulations.

Each sending Participant will ensure that its military and civilian personnel will respect the national law of the host Participant and abstain from any activity inconsistent with the letter and spirit of this MOU, including taking part in political activity or actions in the territory of the host Participant.

PARAGRAPH 9

RESOLUTION OF DIFFERENCES

The Participants will immediately consult with each other to resolve any differences in the interpretation of this MOU or in the implementation of plans, programs, or activities under this MOU. The Participants will not refer such differences to any third party or tribunal.

PARAGRAPH 10

NON-BINDING EFFECT

The MOU does not give rise to legally binding rights or obligations under international law, and the cooperation and exchanges under this MOU will be conducted subject to the laws and regulations of the Participants.

PARAGRAPH 11

AMENDMENTS

Any amendment to this MOU may be done by mutual written consent, through diplomatic channels. Such amendment will become effective in accordance with Paragraph 12.

PARAGRAPH 12

EFFECTIVITY, VALIDITY AND TERMINATION

12.1

This MOU will come into effect on the date of the last written notification by the Participants, through diplomatic channels, indicating that their domestic requirements for its effectivity have been completed.

12.2

This MOU will be effective for five (5) years and will be automatically renewed for similar periods, unless either Participant notifies the other in writing, through diplomatic channels, of its intention to suspend or terminate this

MOU.

12.3

This MOU can be terminated if one Participant notifies the other in writing , through diplomatic channels, of its intention to suspend or terminate this MOU. at least ninety (90) days prior to the intended date of termination.

12.4

The termination of this MOU will not affect the implementation of any ongoing activities or projects, unless both Participants mutually decide otherwise.

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

Done in London, England, United Kingdom of Great Britain and Northern Ireland, on 11 January 2024 in two original copies in the English language

**FOR THE DEPARTMENT OF
FOR THE MINISTRY OF DEFENCE OF
NATIONAL DEFENSE OF THE
THE UNITED KINGDOM OF GREAT**

REPUBLIC OF THE PHILIPPINES:

BRITAIN AND NORTHERN IRELAND:

(SGD.)

(SGD.)

TEODORO L. LOCSIN, JR.

EARL OF MINTO

Ambassador Extraordinary and

Minister of State for Defence

Plenipotentiary of the Republic of the

Philippines to the United Kingdom of

Great Britain and Northern Ireland

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