

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF
THE PHILIPPINES AND THE GOVERNMENT OF THE UNITED
STATES OF AMERICA CONCERNING COOPERATION IN
COUNTERING THE PROLIFERATION OF WEAPONS OF MASS
DESTRUCTION, STRENGTHENING MARITIME SECURITY, AND
FOR OTHER PURPOSES**

The Government of the Republic of the Philippines and the Government of the United States of America, hereinafter referred to as "the Parties";

With a view to countering the proliferation of weapons of mass destruction (WMD) and technology, materials, and expertise related to such weapons;

Desiring to prevent the unauthorized transfer, transport, and transit of WMD and related technology, materials, and expertise;

Intending to work cooperatively to enhance existing capabilities to prevent, deter, detect, interdict, and report on illicit trafficking in WMD and related materials, particularly in the maritime domain;

Seeking to promote international security; reinforce the norms of safe and responsible conduct; and obtain timely and accurate insight into current and emerging risks;

Reaffirming, as one element of the strength of the Philippines-U.S. alliance, mutual support for the Philippine National Coast Watch System (NCWS), as referenced in the April 30, 2012 Joint Statement of the Philippines-United States Ministerial Dialogue;

Recognizing the intent of the Government of the Republic of the Philippines to move towards fully implementing Philippine Executive Order No. 57 (s. 2011) that establishes the Philippine NCWS and provides a framework for its operations;

Recognizing the Agreement between the Government of the Republic of the Philippines and the Government of the United States of America Regarding the Treatment of United States Armed Forces Visiting the Philippines, signed in Manila on February 10, 1998, and its application to activities and certain personnel temporarily in the Philippines under this Agreement in connection with activities approved by the Government of the Republic of the Philippines;

Recalling United Nations Security Council Resolution 1540 of 2004, which expressed the Council's determination to facilitate effective responses to global threats of proliferation and terrorism and reaffirmed the need to combat these dangers to international peace and security;

Desiring to establish a cooperative program to reduce threats and risks of common concern; and

Determined to initiate a cooperative program, and to establish terms that will help sustain the program and ensure its flexibility and responsiveness into the future;

Have agreed as follows:

ARTICLE I: AREAS OF COOPERATION

1. The Government of the Republic of the Philippines, hereby provides consent for the Government of the United States of America to, as appropriate, assist the Government of the Republic of the Philippines in achieving the following objectives:

- a) Countering the proliferation of WMD, as well as related technology, materials, and expertise into and from the territory of the Philippines;
- b) Preventing the unauthorized transfer, transport and transit of chemical, biological, radiological and nuclear weapons and related technology and expertise into or through the territory of the Philippines, including any unauthorized transfer, transport, and transit of weapons-usable chemical, biological, radiological, and nuclear materials.
- c) Enhancing capabilities related to early warning and detection mechanisms for the outbreak of biological risks or threats; and
- d) Such other objectives as are mutually agreed to in writing by the Parties.

ARTICLE II: EXECUTIVE AGENTS AND IMPLEMENTING AGREEMENTS

1. Each Party hereby designates an executive agent responsible for the coordination and facilitation of cooperative activities under this Agreement. The U.S. Department of Defense (DoD) shall be the executive agent on behalf of the Government of the United States of America. The National Coast Watch Council of the Government of the Republic of the Philippines shall be the executive agent on behalf of the Government of the Republic of the Philippines. Each Party may amend the designation or designate additional executive agents to this Agreement by written notification to the other Party.
2. Each Party, through its executive agent, may delegate rights and responsibilities under this Agreement to other agencies, departments, or units of its government, or to other entities by written notification to the other Party as deemed appropriate.
3. The Parties, through their executive agents, may conclude implementing agreements and arrangements to carry out the provisions of this Agreement.
4. The terms of this Agreement shall apply to any future implementing agreements and arrangements and to the programs undertaken pursuant thereto. In the event of any inconsistency between this Agreement and any implementing agreement or arrangement, the provisions of this Agreement shall prevail, unless otherwise specified herein.

ARTICLE III: TERMS AND CONDITIONS

1. Except as otherwise provided in this Agreement or in an implementing agreement or arrangement, the terms and conditions of this Agreement shall apply to all goods and services provided or used in accordance with this Agreement or any implementing agreements or arrangements.
2. The goods and services that are to be provided shall be mutually agreed upon in advance between the Parties' executive agents or other implementing agents.

3. For purposes of this Agreement: (a) the term "goods and services" shall refer to all materials, equipment, supplies, commodities, facilities, services, funds, documents, records, technology, training, construction, property, personal property, or other assistance provided or used under this Agreement; (b) the term "U.S. Government personnel" shall refer to the civilian and military personnel of the Government of the United States of America; and (c) the term "contractors" shall refer, respectively, to individuals and entities under contract or subcontract with the military and civilian agencies of the Government of the United States of America, including contractors, subcontractors, consultants, suppliers, or sub-suppliers of goods and services or other assistance provided under this Agreement.

ARTICLE IV: COSTS

Expenditures by the Government of the United States of America under this Agreement, including associated expenses and transportation costs, shall be subject to the availability of appropriated funds to the U.S. executive agent or the responsible implementing agency for these purposes.

ARTICLE V: IMPORTATION AND EXPORTATION

1. Taxes, costs, duties, and other similar charges imposed within the Republic of the Philippines on the donation, purchase, importation into, exportation out of, and use within the Philippines, by the Government of the United States of America and its contractors, of any goods and services needed to implement this Agreement shall be charged to the account of the Government of the Republic of the Philippines or charged to the account of the executive agent or the responsible implementing agency of the Government of the Republic of the Philippines.
2. The charge of taxes on the account of the Government of the Republic of the Philippines will not apply to taxes on the income or profits of Philippine contractors.

ARTICLE VI: CLAIMS

1. With respect to claims, other than contractual claims, the Parties shall bring no legal proceedings against each other for damage to each other's property or death or injury to each other's personnel arising out of activities under this Agreement.
2. The Parties shall consult regarding claims by third parties against the Government of the United States of America, U.S. Government personnel, contractors, and subcontractors for damage, loss, or destruction of property, or injury or death to any individual arising out of activities under this Agreement. The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.

ARTICLE VII: STATUS AND ENTRY AND EXIT

1. Nothing in this Agreement shall be construed to derogate from the existing privileges, exemptions, and immunities granted to U.S. Government personnel conducting activities under this Agreement pursuant to other agreements applicable at the time of entry into force of this Agreement. This Agreement shall not be construed as an expansion of the coverage of Article I of the Visiting Forces Agreement with respect to the definition of