

**MEMORANDUM OF UNDERSTANDING ON TECHNICAL AND TRADE
COOPERATION IN FISHERIES BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF
HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI
DARUSSALAM**

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM, HEREINAFTER REFERRED TO AS THE "CONTRACTING PARTIES",

DESIRING to strengthen the existing friendly relations between the two countries through technical and trade cooperation in fisheries;

COGNIZANT of the need to ensure sustainable growth and development in the field of fisheries;

RECALLING the provisions of the 1982 United Nations Convention on the Law of the Sea;

CONVINCED of the need to pursue joint undertakings in promoting trade, investment and technical cooperation in fisheries;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

**ARTICLE I
GENERAL PROVISION**

The Contracting Parties, consistent with the existing laws, rules and regulations prevailing in their respective jurisdictions, shall promote the development of fisheries by encouraging joint ventures between the private sector of the Philippines and the counterparts from Brunei Darussalam.

Joint venture activities shall be determined by the Contracting Parties, and shall be implemented based on the existing laws and policies of both countries.

**ARTICLE II
AREAS OF COOPERATION**

Cooperation shall be effected through:

- (1) Exchange of materials and market information;
- (2) Trading;
- (3) Conduct of strategic market facilitation activities;
- (4) Organization of trainings, workshops and seminars related to fisheries development;
- (5) Implementation of joint venture projects; and

(6) Any other means as may be mutually agreed upon by both Contracting Parties.

To generate broad interest, the Contracting Parties shall endeavor to advocate a favorable trade and technical agreement and consciousness among their respective peoples, in order to encourage and facilitate direct contacts between their respective private sector and business communities.

ARTICLE III JOINT COMMITTEE

1. To ensure the implementation of this Memorandum of Understanding, the Contracting Parties shall establish a Joint Committee composed of an equal number of representatives from both sides as may be agreed upon through diplomatic channels. The lead coordinating agencies shall be, as follows:

For the Republic of the Philippines, the Department of Agriculture and the Department of Foreign Affairs;

For Brunei Darussalam, the Ministry of Industry and Primary Resources.

2. The Joint Committee shall formulate and submit policy recommendations with the end in view of promoting the development of fisheries of both countries. It shall also be

responsible for planning, implementing, monitoring and evaluating projects identified under this Memorandum of Understanding.

3. The Joint Committee shall create a Joint Technical Fisheries Working Group composed of counterparts/representatives from each Contracting Party, to facilitate cooperation, provide guidance, identify specific activities that will lead to the implementation of this Memorandum of Understanding, and review the progress of such activities. For this purpose, the Joint Committee shall determine the procedure and other guidelines to be followed by the "Working Group" to ensure efficiency.

4. Each Contracting Party shall designate their respective Coordinators who shall be responsible for coordinating and monitoring all activities carried out under this Memorandum of Understanding.

5. The Joint Committee shall meet every year, alternately in the Philippines and Brunei Darussalam, with a representative from the host country as chairman of the meeting. Whenever necessary, an interim meeting may be held subject to agreement between the Parties, through diplomatic channels.

6. The agenda of the meeting will include the drafting of the working plans and a review of the progress of the implementation of projects undertaken pursuant to this Memorandum of Understanding.

ARTICLE IV CONFIDENTIALITY

The Parties shall ensure that the trade and technical data and information mutually provided, including the results of joint research carried out under this Memorandum of Understanding, are not transferred or supplied to a Third Party without prior written consent from both Contracting Parties. Matters pertaining to intellectual