

**December 15, 1999**

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF  
THE PHILIPPINES AND THE GOVERNMENT OF THE KINGDOM OF  
THE NETHERLANDS**

regarding

Financing of the Technical Assistance to the Sustainable Development of the Laguna de Bay Environment Project

WHEREAS, the Government of the Republic of the Philippines ("the Philippines") has requested the Government of the Kingdom of the Netherlands ("the Netherlands") for financing of the technical assistance to the Sustainable Development of the Laguna de Bay Region Project ("The Project");

WHEREAS, the Netherlands has decided to comply with the request;

NOW, THEREFORE, the Government of the Republic of the Philippines and the Government of the Kingdom of the Netherlands, have reached the following understanding which shall constitute an Agreement between the Parties:

**ARTICLE I**  
**Scope and Objectives**

This Agreement sets forth the terms and procedures for the Netherlands' financing of the technical assistance for the implementation of the Project as set out in the project proposal "Sustainable Development of the Laguna de Bay Region" dated November 10, 1998.

The goal of the Project is to establish a reliably accurate tool to effectively manage the lake's water resources and properly allocate this to competing water quantity and quality dependent uses.

The objectives of the Project are:

- (a) to evaluate/review and update existing data of the lake as to reliability, accuracy and consistency;
- (b) to establish lake models and modelling tools that examine the physical, chemical and biological behaviour of the lake waters;
- (c) to investigate the feasibility, methodology and benefits of sediment dredging including Environmental Impact Assessment (i.e. provide the Laguna Lake Development Authority with cost, benefits and where appropriate, environmental impacts of appropriate dredging activities and Terms of Reference for sustainable development studies and initiatives);
- (d) to carry out a study (indicating cost and benefits) on the Laguna de Bay as potential domestic water supply source;
- (e) to carry out training focused on planning and analysis for integrated water resources management with emphasis on development of human and technical capabilities; and
- (f) to conduct feasibility studies on selected proposal for infrastructure

works and their impacts on the other functions and uses of the lake waters

## **ARTICLE II Implementing Arrangements**

1. The Parties shall co-operate fully and maintain all communication lines open to ensure that the objectives of the Project are successfully attained. Both governments shall establish by common consent Implementing Guidelines indicating in detail the contribution of either Party, the number of Netherlands personnel and their job-descriptions, the duration of their stay on the Project and a description of the equipment and materials to be made available.
2. In matters relating to the implementation of this Agreement, the Laguna Lake Development Authority ("LLDA") and the Royal Netherlands Embassy ("RNE") shall be the competent authorities to represent the Republic of the Philippines and the Kingdom of the Netherlands, respectively.
3. RNE shall evaluate and approve the selection of a consulting company ("Consultant"), subject to the Netherlands tender process and consistent with the Project's requirements in consultation with LLDA.
4. A contract shall be entered into by RNE on behalf of the Netherlands with the selected Consultant for implementing the Project.
5. The RNE shall transmit to the LLDA a certified true copy of an English language version of the signed contract or a final negotiated draft version of the contract.
6. In coordination with the LLDA, the representatives of Netherlands may visit any area adjacent to Laguna de Bay or any area of immediate concern to the Project and examine any relevant records and documents for purposes related to this Agreement.

## **ARTICLE III Contribution and Obligation of the Netherlands**

1. The Netherlands shall contribute an amount, subject to the terms and procedures set out or referred to herein, not exceeding NLG 3.012.563 (Netherlands Guilders three-million-twelve-thousand-five-hundred-sixty-three), to be used exclusively to finance the Project.
2. Any funds referred to in paragraph 1 of this Article not fully utilized for one activity may, upon previous written Agreement between the Parties, be utilized for other requirements of the Project.
3. The Netherlands through this Agreement shall donate all the scientific instruments and other related equipment, vehicles and other materials and supplies for the official use of the Project, to the LLDA at the time of entry to the Republic of the Philippines. The goods thus donated shall be actually, directly and exclusively used for the implementation of the Project.
3. The Netherlands acknowledges and recognizes that all data/information obtained and generated by the Project belongs exclusively and under the control of the Philippine Government. The Consultant shall ensure the confidentiality of said data and information.