

No. 48609

**Philippines
and
Czech Republic**

Memorandum of Understanding between the Department of National Defense of the Republic of the Philippines and the Ministry of Defense of the Czech Republic on defense cooperation. Manila, 2 February 2004

Entry into force: *22 July 2004 by notification, in accordance with article 10*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Philippines, 6 June 2011*

**Philippines
et
République tchèque**

Mémorandum d'accord entre le Département de la défense nationale de la République des Philippines et le Ministère de la défense de la République tchèque relatif à la coopération en matière de défense. Manille, 2 février 2004

Entrée en vigueur : *22 juillet 2004 par notification, conformément à l'article 10*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Philippines, 6 juin 2011*

[ENGLISH TEXT – TEXTE ANGLAIS]

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF NATIONAL DEFENSE
OF THE REPUBLIC OF THE PHILIPPINES
AND
THE MINISTRY OF DEFENCE
OF THE CZECH REPUBLIC
ON DEFENSE COOPERATION

The Department of National Defense of the Republic of the Philippines and the Ministry of Defence of the Czech Republic, hereinafter referred to as "the Parties";

Confirming their commitment to the Charter of the United Nations;

Desiring to enhance bilateral defense cooperation;

Convinced that bilateral cooperation will help in the understanding of their respective military issues and consolidate their respective defense capabilities;

Have agreed as follows:

ARTICLE 1
SCOPE OF COOPERATION

The Parties will cooperate in accordance with their respective laws and international commitments in order to develop cooperation in defense and military fields.

ARTICLE 2
MANAGEMENT OF COOPERATION

1. The Department of National Defense of the Republic of the Philippines and the Ministry of Defence of the Czech Republic will appoint a Joint Defense Committee to organize the conduct of concrete cooperation activities in the field of defense and military.

2. Possible consultations of the Parties' representatives will be conducted alternately in Prague and Manila in order to draw up and agree, if advisable and subject to bilateral approval, special agreements to supplement and complete this MOU as well as possible cooperation programmes between the Parties. Activities, modalities, times and places will be specified in the above mentioned programmes.

ARTICLE 3 AREAS OF COOPERATION

Cooperation between the Parties will take place in the following areas:

- Defense and security policy;
- Defense industry and procurement policy which is subordinated to the Parties;
- Defense logistics;
- Peacekeeping and humanitarian operations;
- Compliance with international treaties on defense, security and arms control;
- Armed forces organization, structure and equipment of military units, personnel management;
- Military training education;
- Other activities as may be agreed upon by the Parties.

ARTICLE 4 FORMS OF COOPERATION

Cooperation between the Parties will develop as follows:

- Meetings of the Ministers of Defense, Chiefs of General Staff, their deputies and other officials authorized by the Parties;
- Exchange of experience between experts of the Parties;
- Organization and implementation of cross training activities and exercises;

- Participation of observers in military exercises;
- Contacts between similar military institutions;
- Discussions, meetings and participation in symposiums, conferences, courses;
- Visit to military ships and aircraft;
- Exchange of information and educational publications.

ARTICLE 5

FUNDING OF COOPERATION

1. The Parties will fund the cooperation activities under this MOU in accordance with this Article.
2. The Sending Party will pay the travel expenses, salary, accident insurance and other allowances due its personnel under the laws and regulations of their respective States.
3. The Receiving Party will pay for local transportation from the established point of entry into own territory of its State, room and board expenses, as well as planned activities in connection with official visits within the implementation of this MOU. Official visits under this Section are defined as meetings of the Joint Defense Committee.
4. Expenses related to medical assistance will be covered by the Parties in accordance with the applicable laws and regulations of their States. The Receiving Party will provide urgent medical treatment. The Sending Party will pay health insurance in addition to expenses for repatriation of its own sick personnel.
5. Expenses and funding procedures for official visits under this MOU of delegations consisting of more than five (5) members will be established on a case-by-case basis by mutual agreement between the Parties.
6. Attendance in courses by military personnel, financial and medical aspects as well as detailed implementing procedures or any specific form of cooperation may be regulated by special MOU to be concluded between the Parties in accordance with the existing laws of their States.
7. Should one of the Parties send a delegation outside the framework of this MOU, it will pay all the relevant expenses.

ARTICLE 6 CLAIMS

Any claim that might arise in connection with implementation of this MOU will be settled in accordance with applicable national laws and regulations of the Parties. The Parties will cooperate in the resolution of these claims and provide each other any relevant information.

ARTICLE 7 STATUS OF VISITING PERSONNEL

Stay of the Sending Party's personnel in the territory of the Receiving Party's state in connection with implementation of this MOU will be governed by applicable national laws and regulations as well as international legal commitments of the Receiving Party's State.

ARTICLE 8 EXCHANGE OF INFORMATION

1. The information exchanged under this MOU will be handled in accordance with the national laws and regulations of the Parties as well as any other rules specified by the originating Party.
2. Each Party will afford all the classified materials, projects, designs, technical specifications and any other information received under this MOU no lower degree of security protection than that assigned by the originating Party and will take all the necessary measures to keep them classified as long as requested by the originating Party.
3. Classified information, documents and/or materials, technologies and other information exchanged under this MOU will be used only for purposes specified by the originating Party and within the scope of this MOU. Any transfer to third parties of this information, whether classified or unclassified, shall be subject to prior written approval of the originating Party, unless agreed otherwise by the Parties.