

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GOVERNMENT OF AUSTRALIA AS REPRESENTED BY**  
**AUSTRALIAN EMBASSY – THE PHILIPPINES**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AS**  
**REPRESENTED BY**  
**THE DEPARTMENT OF SCIENCE AND TECHNOLOGY**  
**CONCERNING**  
**FURTHERING COOPERATION ON THE NATIONAL SOIL HEALTH STRATEGY**

The Australian Embassy in the Philippines for the Government of Australia, and the Department of Science and Technology for the Government of the Republic of the Philippines, hereinafter referred to as “the Participants”; have been long-time partners across a range of areas such as science, technology and innovation, trade, investments, development, and people to people links.

A General Agreement on Development Cooperation Between the Government of Australia and the Government of the Republic of the Philippines was done in Sydney on 28 October 1994 and governs the partnerships. Moving forward, the Participants believe in the advantage of further promoting and pursuing scientific and technological cooperation to underpin joint endeavours.

Sharing the common desire to further strengthen scientific and technological collaboration in agriculture, aquatic and natural resource sector; the Participants have reached the understanding set out in this non-binding Memorandum of Understanding (hereinafter referred to as the “MOU”), as follows:

**PARAGRAPH I**  
**SCOPE OF COOPERATION**

The Participants acknowledge the importance of soil health to achieving sustainable and resilient agri-food systems following the First National Soil Health Summit held on 21-22 June 2023 in the Philippines. The Participants, therefore, aim to cooperate in developing, implementing, monitoring, and evaluating initiatives that will support the development of a National Soil Health Strategy to improve soil and land management strategies that will lead to

healthy soils and increase agricultural productivity in the Philippines. This collaboration will be anchored on trust, respect, and commitment to supporting each other for mutual benefit.

In the conduct of such cooperation, other partner agencies/institutions such as universities and scientific and technical organizations, national government agencies, local government units, and private enterprises, etc. of both countries may participate when deemed appropriate and mutually determined.

## **PARAGRAPH II**

### **AREAS AND MODES OF COOPERATION**

The Participants will carry out scientific and technological cooperation through the following:

1. Identify opportunities for collaborative research in soil and land management between research and development institutions and researchers from the Philippines, Australia, and internationally;
2. Support and co-fund joint research and development in soil and land management that can support the development of a National Soil Health Strategy;
3. Support researchers, policy-makers, managers, and other stakeholders to build and improve capacity in soil knowledge and management including through short courses, scholarships, and other relevant capacity-building mechanisms;
4. Co-organise and co-support meetings, workshops and symposia to exchange knowledge, information and lessons on science and technology, strategy development and prioritisation in support of the National Soil Health Strategy; and
5. Facilitate opportunities for experts exchange to share knowledge and lessons on the development and implementation of a National Soil Health Strategy.

## **PARAGRAPH III**

### **IMPLEMENTATION**

To implement the scientific and technological cooperation provided in Paragraph II above, the Participants will negotiate and conclude specific project arrangements or protocols in accordance with the provision of this MOU.

Specific project arrangements or protocols may be formed using a separate arrangement, which will include, among others, a detailed description of the programs and activities to be jointly undertaken, the manner in which such will be carried out, the cooperating institutions, their commitments and responsibilities, and the financial arrangements.

#### **PARAGRAPH IV**

##### **MONITORING AND CONTACT POINTS**

The Participants will conduct joint monitoring and evaluation on the implementation of activities under this MOU.

The monitoring and evaluation as referred to in this Paragraph will be conducted at least annually.

The Participants will deliver the result of the monitoring and evaluation to their respective head of institutions and such results may be considered to extend or revoke this MOU.

The designated contact points for the implementation of this arrangement are:

Australian Government

Dr James Quilty  
Australian Centre for  
International Agricultural  
Research (ACIAR)  
38 Thynne St, Bruce ACT 2617  
Australia

Philippines Government

Dr Reynaldo Eborá  
Executive Director  
Philippine Council for Agriculture,  
Aquatic and Natural Resources Research  
and Development (DOST-PCAARRD)  
Paseo de Valmayor, Timugan, Economic  
Garden Los Baños, Laguna 4030  
Philippines

#### **PARAGRAPH V**

##### **INTELLECTUAL PROPERTY**

Matters pertaining to intellectual property that may arise from any project or activity pursuant to the MOU will be mutually determined upon by the Participants prior to the development of the said project or activity.

The Participants may mutually decide that:

1. Each Participant's intellectual property remains unaffected by the existence of this MOU; and
2. Matters relating to the protection and ownership of intellectual property, scientific outputs, and benefits will be addressed in separate arrangements, used when implementing the objectives and activities under this MOU.

#### **PARAGRAPH VI**

##### **CONFIDENTIAL INFORMATION**

Neither Participant is required to disclose any confidential information to the other Participant pursuant to this MOU and each Participant undertakes to observe confidentiality of any information and other data received from the other Participant except as mutually consented in writing by the other Participant, during the period of implementation of activities under this MOU or any arrangements made pursuant to this MOU.

Any disclosure or exchange of confidential information will be covered in separate arrangements referred to in Paragraph III above.

The provisions of this Paragraph will not prejudice the prevailing laws and regulations of the Participants respective Governments.

## **PARAGRAPH VII**

### **AMENDMENT OF THE MOU**

The provisions of this MOU may be amended or modified only upon the mutual written consent of the Participants, through diplomatic channels, effective from the specified date as may be agreed upon by the Participants.

## **PARAGRAPH VIII**

### **DISPUTE SETTLEMENT**

In the event of a dispute arising from the interpretation and application of the provisions of this MOU, the Participants will, through diplomatic channels, resolve them by means of negotiations and consultations.

## **PARAGRAPH IX**

### **TERMINATION**

This MOU may be terminated by either Participant giving at least six (6) months written notice to the other Participant. The Participants will consult to mutually determine how any outstanding matters should be dealt with.

## **PARAGRAPH X**

### **VALIDITY AND DURATION**

This MOU will come into effect on the date of the written notification by the Participants.

This MOU will remain in effect for a period of five (5) years and will thereafter continue to remain in effect unless one of the Participants terminates it in accordance with Paragraph IX.

Joint projects which, at the expiration of this MOU have already been commenced but have not yet been fully implemented, will be carried out to their completion in accordance with the specific project arrangements.

This MOU represents the understanding reached between the Participants and does not create any legally binding rights or obligations.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized by their respective Governments, have signed this MOU in Manila, Philippines on the 8th day of September 2023 in two originals written in the English language.

For the Government of Australia, as  
represented by the Australian Embassy  
in the Philippines

For the Government of the Republic of  
Philippines, as represented by the  
Department of Science and Technology

Hae KyongYu  
Ambassador

Renato U. Solidum Jr  
Secretary