

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

The Department of Science and Technology for the Government of the Republic of the Philippines and the Australian Embassy in the Philippines for the Government of Australia, 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 the Republic of the Philippines and the Government of Australia 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 endeavors.

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 prioritization 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:

Philippines Government

Dr Reynaldo Ebor
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

Australian Government

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

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

Renato U. Solidum Jr
Secretary

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

Hae KyongYu
Ambassador