

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF DEFENCE
OF THE CZECH REPUBLIC
AND
THE DEPARTMENT OF NATIONAL DEFENCE
OF THE REPUBLIC OF THE PHILIPPINES
ON
DEFENCE CO-OPERATION**

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

Confirming their commitment to the Charter of the United Nations;

Desiring to enhance co-operation between them;

Convinced that bilateral co-operation will help understanding their respective military issues and consolidate their respective defence capabilities;

Have reached the following understanding:

**ARTICLE 1
SCOPE OF CO-OPERATION**

The Parties will operate in accordance with their respective laws and international commitments in order to develop co-operation in the field of defence and military.

**ARTICLE 2
MANAGEMENT OF CO-OPERATION**

1) The Ministry of Defence of the Czech Republic and the Department of the National Defence of the Republic of the Philippines will appoint a Joint Defence Committee to organise the conduct of concrete co-operation activities in the field of defence and military.

2) Possible consultations of the Parties' representatives will be conducted alternatively 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 co-operation programmes between the Parties. Activities, modalities, times and places will be specified in the above-mentioned programmes.

ARTICLE 3 AREAS OF CO-OPERATION

Co-operation between the Parties will take place in the following areas:

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

ARTICLE 4 FORMS OF CO-OPERATION

Co-operation between the Parties will develop as follows:

- Meetings of the Ministers of Defence, Chiefs of General Staff, their deputies and other officials authorised by the Parties;
- Exchange of experience between experts of the Parties;
- Organisation and implementation of cross training activities and exercises;
- Participation of observers in military exercises;
- Contacts between similar military institutions;
- Discussions, consultations, meetings and participations in symposiums, conferences, courses;
- Visit to military ships, aircraft and other structures;
- Exchange of information and educational publications.

ARTICLE 5
FUNDING OF CO-OPERATION

- 1) The Parties will fund the co-operation activities under this MoU in accordance with this article.
- 2) The Sending Party will pay to its own personnel the travel expenses, salary, accident insurance and other due allowances under laws and regulations of its state.
- 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.
- 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 10 members will be established on a case-by-case basis by mutual agreement between the Parties.
- 6) As regards the attendance of courses by military personnel, financial and medical aspects as well as detailed implementing procedures or any specific form of co-operation 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 co-operate in 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 scope of this MoU. Any transfer to third parties of these information, whether classified or unclassified, shall be subject to prior written approval of the originating Party, unless agreed otherwise by the Parties.

ARTICLE 9
SETTLEMENT OF DISPUTES

Any dispute arising in connection with interpretation or application of this MoU will be settled between the Parties by bilateral negotiation or consultation through diplomatic channels.

ARTICLE 10
FINAL PROVISIONS

- 1) This MoU shall enter into force upon the date of reception of the second of the two notifications by which the Parties shall inform officially each other that the respective approval procedures had been fulfilled.
- 2) This MoU may be amended at any time in writing, through official notes. Any modification will enter into force following the same procedures as those set for the MoU itself.
- 3) This MoU will remain in force for five years and will be extended automatically for another five years.
- 4) Either Party may terminate this MoU by giving written notice to the other Party six (6) months prior to the date of termination. Upon receipt of the notice to terminate, the Parties shall exert all efforts to complete ongoing activities and resolve outstanding issues during the six months period prior to termination.

In witness whereof, the undersigned representatives duly authorised by respective authorities, have signed this MoU.

Done in Manila on 2nd February 2004 in duplicate in the English language.

For the Ministry of Defence
of the Czech Republic

For the Department of the National Defence
of the Republic of the Philippines

JUDr. Cyril Svoboda,
Deputy Prime Minister
and Minister of Foreign Affairs

Eduardo Ermita,
Secretary of National Defence