

June 21, 1988

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE
GOVERNMENT OF CANADA CONCERNING
TELECOMMUNICATIONS TECHNICAL ASSISTANCE (734/14388)
MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE
GOVERNMENT OF CANADA**

The Government of the Republic of the Philippines (hereinafter called "PHILIPPINES") and the Government of Canada (hereinafter called "CANADA"), desiring to record an understanding concerning a Canadian development assistance Project concerning Telecommunications Technical Assistance have agreed as follows:

ARTICLE I

NATURE OF THE MEMORANDUM OF UNDERSTANDING

SECTION 1.01

This Memorandum of Understanding is a subsidiary arrangement made pursuant to the General Agreement in Development Cooperation between the PHILIPPINES and CANADA dated the 13th day of November 1987 and is intended only to set out the responsibilities of the two Governments in relation to the Project.

ARTICLE II

RESPONSIBLE AUTHORITIES

SECTION 2.01

CANADA designates the Canadian International Development Agency (hereinafter called "CIDA") as the agency responsible for the implementation of its obligations under this Memorandum of Understanding.

SECTION 2.02

The PHILIPPINES designates the Department of Transportation and Communications (hereinafter called "DOTC") as the agency responsible for the implementation of its obligations under this Memorandum of Understanding.

ARTICLE III

THE PROJECT

SECTION 3.01

CANADA and the PHILIPPINES shall participate in a Telecommunications Technical Assistance Project (hereinafter called the "Project"). The objective of the Project is to contribute to economic growth and development requirements through improvements to the telecommunications sector. The Project is more particularly described in Annex "A" attached hereto.

ARTICLE IV
MANAGEMENT PLAN

SECTION 4.01

For implementation of the Project, CANADA and the PHILIPPINES will develop a Management Plan which will constitute an operational document between DOTC and CIDA. The Management Plan will be completed and signed within ninety (90) days from the date of this Memorandum of Understanding, and when duly signed on behalf of CANADA and the PHILIPPINES will be attached hereto as Annex "D" and will contain, inter alia, the following:

- (a) a detailed description of the Project;
- (b) an outline of the methods and means to be used to carry out the Project;
- (c) a schedule for the implementation of the Project activities, including a milestone chart;
- (d) the reporting requirements for the Project;
- (e) the nature, timing and responsibilities for Project evaluations and the means by which they shall be made;
- (f) the resources required for the Project; and
- (g) a statement of additional obligations, duties and responsibilities of CANADA and the PHILIPPINES together with their contributions.

ARTICLE V
CONTRIBUTION OF CANADA

SECTION 5.01

The contribution and responsibilities of CANADA shall consist of the provision of a Canadian Executing Agency (CEA) under contract to CIDA, professional services of Canadian advisors, training aid equipment, and the services of Canadian agencies for monitoring and evaluation, all as more particularly set forth in Annex "B". The total value of CANADA'S contribution shall not exceed five million Canadian dollars (Cdn\$ 5,000,000.00).

SECTION 5.02

The proceeds of the contribution shall not be used by the PHILIPPINES to pay any taxes, fees, customs duties or any other levies or charges imposed directly or indirectly by the PHILIPPINES on any goods, materials, equipment, vehicles and services purchased or acquired for, or related to, the execution of the Project.

ARTICLE VI
CONTRIBUTION OF THE PHILIPPINES