

No. 48644

**Philippines
and
Swaziland**

Agreement between the Government of the Republic of the Philippines and the Government of the Kingdom of Swaziland on economic, scientific, technical and cultural cooperation. Manila, 26 May 2008

Entry into force: *5 September 2008 by notification, in accordance with article XII*

Authentic text: *English*

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

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et
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Accord de coopération économique, scientifique, technique et culturelle entre le Gouvernement de la République des Philippines et le Gouvernement du Royaume du Swaziland. Manille, 26 mai 2008

Entrée en vigueur : *5 septembre 2008 par notification, conformément à l'article XII*

Texte authentique : *anglais*

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

[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
AND
THE GOVERNMENT OF THE KINGDOM OF SWAZILAND
ON
ECONOMIC, SCIENTIFIC, TECHNICAL
AND CULTURAL COOPERATION**

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES as represented by the Department of Foreign Affairs and **THE GOVERNMENT OF THE KINGDOM OF SWAZILAND** as represented by the Ministry of Foreign Affairs and Trade (hereinafter referred to singularly as "the contracting party" and collectively as "the contracting parties"),

RECOGNISING the need to strengthen the existing friendly relations between the two countries;

DESIROUS to promote economic, scientific, technical and cultural cooperation on the basis of equality and mutual benefit;

BELIEVING that such cooperation would serve their common interest and contribute to the enhancement of the economic, scientific, technical and cultural development of both countries;

CONVINCED of the necessity of a lasting and effective cooperation in the interest of both countries;

HAVE AGREED as follows:

**ARTICLE I
OBJECTIVE**

The Contracting Parties, subject to the terms of this Agreement and the existing laws, national policies, rules and regulations of each country, as well as their respective obligations under international law, agree to strengthen, encourage and promote the development of economic, scientific, technical and cultural cooperation between the two countries on the basis of equality and mutual benefit.

**ARTICLE II
AREAS OF COOPERATION**

Each Contracting party shall, subject to their laws, regulations, procedures and national policies endeavor to take necessary steps to encourage and

promote the economic, scientific, technical and cultural cooperation in the following areas:

- a) trade and investment;
- b) science and technology;
- c) agriculture and agro-business;
- d) roads and transportation;
- e) banking and finance;
- f) tourism;
- g) culture;
- h) human resource development, education and/or technical vocational education training; and
- i) any other areas that may be agreed upon by the Contracting Parties.

ARTICLE III DESIGNATED AUTHORITY

The authorities responsible for the execution of this Agreement on behalf of the Government of the Republic of the Philippines shall be the Department of Foreign Affairs, Philippines and on behalf of the Government of the Kingdom of Swaziland shall be the Ministry of Foreign Affairs and Trade, Swaziland.

ARTICLE IV JOINT COMMISSION

1) The Contracting Parties shall establish a Joint Commission (hereinafter referred to as "the Commission") to facilitate the implementation of this Agreement between the two countries in the areas of mutual interest and benefit, taking into account the advantages as well as comparative capabilities of each Contracting Party.

2) The Commission shall consider ways and means to promote the aforesaid objective and to ensure the proper coordination and implementation of its decisions and/or recommendations. It shall furthermore, review the progress of the implementation of all agreements concluded between the two countries within the framework of this Agreement, and take steps to ensure their active and speedy implementation of the agreements.

3) The Commission shall be at the Ministerial or Sub-Ministerial level of the Department of Foreign Affairs of the Philippines and the Ministry of

Foreign Affairs and Trade of Swaziland and shall meet under the Joint Chairmanship of the two Heads of the Commission.

4) The composition, functions and procedures of the Commission shall be mutually agreed upon by the Contracting Parties.

5) The Commission may establish committees, sub-committees and working groups to deal with specific subjects brought before it.

6) The Commission shall meet at the request of either Contracting Party alternately in the Republic of the Philippines and the Kingdom of Swaziland for the purpose of:

- a) discussing any matter pertaining to the implementation of this agreement;
- b) considering ways and means of enhancing existing cooperation between the Contracting Parties; and
- c) formulating new areas of cooperation between the Contracting Parties.

7) The Commission shall meet at a date convenient to and agreed upon by both Contracting Parties.

8) The decisions and other conclusions of the Commissions shall be reflected in the Agreed Minutes of the Meeting and both sides shall take appropriate steps to implement these decisions and conclusions.

ARTICLE V IMPLEMENTATION

1) The Contracting Parties mutually agree that the areas of cooperation under this Agreement may be carried out in a manner to be mutually agreed upon by the Contracting Parties.

2) In addition, the Contracting Parties may conclude specific agreements (hereinafter referred to as "the supplementary agreements") that are to be mutually agreed upon for the implementation of programmes and/or projects to be undertaken pursuant to the provisions of this Agreement. Such supplementary agreements shall *inter alia* define the relevant modalities regarding the programmes and/or projects concerned.

3) In order to implement the areas of cooperation identified under Article II, the Contracting Parties shall designate the authorized agencies to be responsible for the following:

- a) monitoring the activities/programmes implemented pursuant to this Agreement
- b) liaising with the relevant bodies in their respective countries to facilitate the implementation of this Agreement, and

- c) address issues and concerns arising from the interpretation or implementation of this Agreement and shall be in accordance with the provisions of Article XII of this Agreement.

ARTICLE VI FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Agreement shall be mutually agreed upon by the respective Contractual Parties on a case-by-case basis subject to the availability of funds.

ARTICLE VII PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 1) The protection of intellectual property rights shall be enforced in conformity with the respective national laws and regulations of the Contracting Parties and with international agreements to which both Contracting Parties are signatories.
- 2) The usage of the name, logo and/or official emblem of any of the Contracting Parties on any publication, document and/or paper is prohibited without the prior written approval issued by the concerned Contracting Party.
- 3) Matters pertaining to intellectual property rights that may arise from any project or activity pursuant to the Agreement shall be determined and agreed upon by the parties prior to the implementation of the said project or activity.

ARTICLE VIII CONFIDENTIALITY

- 1) Each Contracting Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Contracting Party during the period of the implementation of this Agreement or any other agreements made pursuant to this Agreement.
- 2) Both Contracting Parties agree that the provisions of this Article shall continue to be binding for a period to be agreed upon between the Contracting Parties notwithstanding the termination of this Agreement.

ARTICLE IX SUSPENSION

Each Contracting Party may request for the suspension, in whole or in part, of the implementation of This Agreement for reasons of national security,