

No. 49725

**Republic of Korea
and
Philippines**

Arrangement between the Government of the Republic of Korea and the Government of the Republic of the Philippines for the establishment of the Korea-Philippines Information Technology Training Center. Seoul, 3 June 2003

Entry into force: *3 June 2003 by signature, in accordance with article 8*

Authentic texts: *English and Korean*

Registration with the Secretariat of the United Nations: *Republic of Korea, 6 July 2012*

**République de Corée
et
Philippines**

Arrangement entre le Gouvernement de la République de Corée et le Gouvernement de la République des Philippines pour l'établissement du Centre coréo-philippin de formation aux technologies de l'information. Séoul, 3 juin 2003

Entrée en vigueur : *3 juin 2003 par signature, conformément à l'article 8*

Textes authentiques : *anglais et coréen*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *République de Corée, 6 juillet 2012*

[ENGLISH TEXT – TEXTE ANGLAIS]

**ARRANGEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KOREA AND
THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
FOR THE ESTABLISHMENT OF
THE KOREA-PHILIPPINES INFORMATION TECHNOLOGY TRAINING CENTER**

The Government of the Republic of Korea and the Government of the Republic of the Philippines (hereinafter referred to as "the Parties");

Bearing in mind the friendly relations existing between the two countries and their people;

In accordance with the Agreement of Economic and Technical Cooperation between the Government of the Republic of Korea and the Government of the Republic of the Philippines signed on February 3, 1983, and entered into force on June 13, 1985; and

Recognizing the benefits that can be derived from closer cooperation by both countries in the field of information technology through a project for the establishment of the Korea-Philippines Information Technology Training Center (hereinafter referred to as "the Project") in the Republic of the Philippines;

Have agreed as follows:

ARTICLE 1

The objective of the Project is to contribute to the development of the skilled human resources of the Republic of the Philippines through the establishment of the Korea-Philippines Information Technology Training Center (hereinafter referred to as "the Center") in the Republic of the Philippines.

ARTICLE 2

1. The Project shall be completed by December 31, 2004.
2. The training that shall be supported by the Government of the Republic of Korea (hereinafter referred to as "the Korean Government") during the Project period shall focus on information technology (IT) areas.

ARTICLE 3

1. The Korean Government shall, in accordance with its laws and budgetary limitations, provide grant aid of not more than five million US dollars (US \$5,000,000) for the implementation of the Project, which will include the construction of the Center, the provision of the equipment, the invitation of Philippine trainees to the Republic of Korea and the dispatch of Korean experts to the Republic of the Philippines.
2. The Government of the Republic of the Philippines (hereinafter referred to as "the Philippine Government") shall, in accordance with its domestic laws and regulations in effect, take the necessary measures to secure the budget, land, manpower and infrastructure required for the preparation and implementation of the Project.

ARTICLE 4

1. The Philippine Government shall bear all costs of unloading, inland transportation and insurance from the port or airport in the Republic of the Philippines for the equipment supplied by the Korean Government.
2. The Philippine Government shall, in accordance with its domestic laws and regulations in effect and at its own expense, bear the costs of harbor duties, import duties and other public charges that are imposed on the equipment and materials provided by the Korean Government.

3. The Philippine Government shall provide the Korean personnel involved in the Project with the necessary permits and authorizations required for carrying out the Project, and shall grant such personnel privileges, exemptions and benefits at a level no less favorable than those granted to experts of other countries.
4. The Philippine Government shall exempt all Korean personnel involved in the Project from taxes, duties, levies and other charges imposed under its domestic laws and regulations in respect of the equipment, materials and supplies brought by the Korean personnel into the territory of the Republic of the Philippines.
5. The Philippine Government shall protect the Korean personnel involved in the Project from any claim against them resulting from, occurring in the course of, or otherwise connected with the performance of the tasks assigned to the Korean personnel in the Republic of the Philippines, except for claims arising from willful misconduct or gross negligence on the part of the Korean personnel.
6. The Philippine Government shall provide the necessary assistance to expedite the formalities associated with the granting of the exemptions set out in this Article.

ARTICLE 5

A commemorative plaque or monument for the Project shall be established at the Center upon the completion of the construction of the Center. The details of the commemorative plaque or monument shall be mutually agreed upon by the Parties.

ARTICLE 6

1. Each Party shall appoint an organization to be responsible for the implementation of the Project (hereinafter referred to as "the implementing organizations").

2. The implementing organizations shall be, for the Korean Government, the Korea International Cooperation Agency (KOICA), and, for the Philippine Government, the Technical Education and Skills Development Authority (TESDA).

ARTICLE 7

The implementing organizations shall mutually agree upon all the details for the implementation of the Project, and may adjust, if necessary, any of the details after consulting with each other.

ARTICLE 8

1. This Arrangement shall enter into force on the date of signature.
2. This Arrangement shall remain in force until December 31, 2004 unless it is terminated by either Party by giving the other at least three (3) months' prior written notice of its intention to terminate it through diplomatic channels.
3. This Arrangement may be amended by mutual consent of the Parties in the form of an Exchange of Notes between the Parties through diplomatic channels.
4. This Arrangement may be extended by mutual consent of the Parties until the Project is officially completed, if there is any delay in the implementation of this Arrangement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Arrangement.