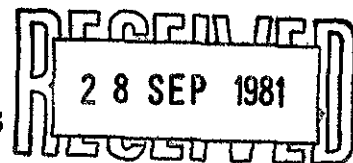




THE FOREIGN SERVICE
OF THE
REPUBLIC OF THE PHILIPPINES



981

*****Embassy of the Philippines
Jakarta, Indonesia

24 September 1981

Excellency:

I have the honor to transmit herewith for deposit at the archives of the ASEAN Secretariat, the original copy for ASEAN of the Memorandum of Understanding between the Government of Canada and the Association of Southeast Asian Nations (ASEAN) on the ASEAN-Canada Fisheries Post Harvest Technology Project which was signed in Manila on 21 May 1981.

Accept, Excellency, the renewed assurances of my highest consideration.


MANUEL TY. YAN
Ambassador

Enclosure: As stated.

His Excellency
The ASEAN Secretary General
Jln. Sisingamangaradja
Jakarta

Add for archives.
28/9.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF CANADA

AND

THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS (ASEAN)

ON THE

ASEAN-CANADA FISHERIES POST-HARVEST TECHNOLOGY PROJECT

WHEREAS the Government of Canada (hereinafter called Canada) wishing to assist the Association of Southeast Asian Nations (hereinafter called ASEAN) in the implementation of the ASEAN-Canada Fisheries Post-Harvest Technology Project (hereinafter called the Project) as described in Annex "A", attached hereto;

WHEREAS the ASEAN countries (Indonesia, Malaysia, Philippines, Singapore and Thailand) have through a collective agreement, decided to undertake the Project and have designated Philippines as their representative for the purposes of this Memorandum;

AND WHEREAS Philippines agrees to act as the representative of ASEAN countries and to be a party to this Memorandum;

NOW, THEREFORE, Canada, ASEAN and Philippines agree as follows:

ARTICLE I

Responsible Authorities

1. Canada designates the Canadian International Development Agency (hereinafter called CIDA) as the Agency responsible for the implementation of its obligations under this Memorandum.
2. ASEAN countries collectively designate the ASEAN Secretariat as their agent for the purposes of this Memorandum.

ARTICLE II

Project Objective

The objective of the Project is: to assist the ASEAN countries to maximize utilisation and minimize wastage of all available fish resources aimed at uplifting the socio-economic status of the rural community and increase the supply of protein.

ARTICLE III

Executing Agent

The Project Steering Committee (hereinafter referred to as the "Committee")

will be the executing agency for the Project. The role and functions of this Committee, its organization, role and its responsibilities concerning the Project are described in detail in Annex "A" of this Memorandum.

ARTICLE IV

Description of the Project

All details concerning the Project including a description of project activities, components, implementation schedule, budget, funding arrangement and the financial and general reporting system are described in detail in Annex "A" of this Memorandum. This document will constitute an Annex to and an integral part of this Memorandum.

ARTICLE V

Responsibilities of the Government of Canada

1. Canada will contribute an amount not exceeding Canadian dollars one million five hundred thousand (Cdn \$1,500,000) in grant for the provision of:
 - (a) technical assistance in the form of Canadian experts, post graduate and short-term training awards for citizens of ASEAN countries in Canadian universities, colleges and other Canadian public and private institutions;

- (b) funds to organize short-term practical training within ASEAN countries and for Committee meetings to review the progress of the Project;
- (c) equipment to implement Project activities in ASEAN countries. Unless otherwise agreed to by CIDA, all equipment should satisfy Canadian content regulations; and
- (d) funds for a comprehensive evaluation of the Project at the end of the Project.

ARTICLE VI

Responsibilities of ASEAN Countries

ASEAN countries will:

1. Take all necessary steps to implement the Project.
2. Receive in trust all Canadian assistance to be provided for the Project, and ensure that proper accounts are maintained.
3. Ensure that project quarterly expenditure statements and progress reports and general reports are duly submitted to CIDA by the Project.

4. Ensure that all Project activities to be undertaken by the Project are diligently carried out.
5. Make available existing facilities and required support for implementation of Project activities.
6. Provide exemption from import, customs and other duties and taxes on all equipment and material supplied for the Project.
7. Exempt Canadian personnel entering ASEAN countries to work on the Project from the payment of:
 - a) resident and local taxes for the duration of the Project; and
 - b) import, customs and other taxes on all professional and technical equipment required for use in assignments in the Project and on personal and household effects.
8. Bear the cost of any claims, if any arises within their respective countries, against The Government of Canada or Canadian Experts or both resulting from, occurring in the course of, or otherwise connected with their functions covered by This Memorandum except those claims arising from wilful misconduct or gross negligence of the Canadian Experts.

ARTICLE VII

Management and Organization of the Project

The Committee as the executing agency for the Project, will be primarily responsible for managing the Project activities. A detailed description of the roles and responsibilities of the parties involved in the Project is provided in Annex "A".

ARTICLE VIII

Evaluation

At the completion of this Project, CTDA and the Committee shall arrange for an in-depth evaluation of the Project to assess the extent to which the Project objectives have been achieved and planned activities have been carried out.

ARTICLE IX

Information

Parties to this Memorandum shall ensure that this Memorandum of Understanding is carried out with diligence and efficiency, and each shall furnish the other such information as shall reasonably be requested.

ARTICLE X

Communications

1. Any communications or documents given, made or sent by either ASEAN or Canada pursuant to this Memorandum of Understanding or Annexes hereto shall be in writing and shall be deemed to have been duly given, made or sent to the party to which it is addressed at the time of its delivery by hand, mail, telegram, cable or radiogram at its respective address, namely:

For ASEAN:

Mail address: Secretary General
ASEAN Secretariat
P.O. Box 2072
Jakarta, Indonesia

Cable Address: ASEANSEC JKT

For Canada:

Mail address: The President
Canadian International Development Agency
200 Promenade du Portage
Hull, Quebec, CANADA
K1A 0G4

Cable address: CIDA HULL

2. Any one of the parties hereto may, by written notice to the other party hereto, change the address to which any notice or request intended for the party so giving such notice shall be addressed.

ARTICLE XI

Differences which may arise in the application of the provisions of this Memorandum of Understanding shall be settled by means of negotiations between Canada and ASEAN.

ARTICLE XII

This Memorandum may be extended or amended by mutual agreement by an exchange of letter between ASEAN and Canada.

ARTICLE XIII

This Memorandum and Annex hereto is not an international treaty but represents an administrative arrangement between ASEAN and Canada. It is intended only to set out the responsibilities of the two parties concerning the Project herein described.

ARTICLE XIV


This Memorandum of Understanding shall become effective on the date of

signature and shall last approximately 48 months unless otherwise mutually agreed upon by the parties. It cancels any previous agreement concerning this Project, whether verbal or written, made between ASEAN and Canada.

In witness thereof, the undersigned, on behalf of their respective Governments, have signed this Memorandum of Understanding.

Signed in Metropolitan Manila, Philippines, in two originals, in English, this 21st day of May 1981.


On behalf of the Government of Canada


On behalf of the Association of
Southeast Asian Nations (ASEAN)