

**MEMORANDUM OF UNDERSTANDING ON  
COOPERATION IN FISHERIES AND AQUACULTURE BETWEEN  
THE BUREAU OF FISHERIES AND AQUATIC RESOURCES OF THE  
DEPARTMENT OF AGRICULTURE  
OF THE REPUBLIC OF THE PHILIPPINES  
AND  
THE NATIONAL FISHERIES AND AQUACULTURE SERVICE AND THE  
UNDERSECRETARIAT OF FISHERIES AND AQUACULTURE OF THE REPUBLIC  
OF CHILE**

The National Fisheries and Aquaculture Service of the Republic of Chile and the Undersecretariat of Fisheries and Aquaculture, also of the Republic of Chile, and the Bureau of Fisheries and Aquatic Resources of the Department of Agriculture of the Republic of the Philippines, individually as a "Participant" and collectively as the "Participants";

Desiring to strengthen the friendly relations already existing between the two countries through the development of cooperation in aquaculture and fisheries:

Hereby decide to pursue a Memorandum of Understanding (hereinafter referred to as Memorandum), as follows:

**PARAGRAPH 1  
OBJECTIVES**

The Participants will promote technical, operational and scientific cooperation pursuant to the prevailing laws and regulations in their respective countries.

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*JLR*

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Signing Officer

**PARAGRAPH 2**  
**AREAS OF COOPERATION**

The Participants will endeavor to cooperate in the following areas of mutual interest without prejudice to the rights or obligations of the two Participants arising from any international agreements to which they are party.

1. Fisheries: exchanges of information, expertise and techniques, conduct of studies, organization of training programs, symposia and conferences, among others, on the following:
  - a. Geographic Information System (GIS) applications in mariculture spatial planning and development
  - b. Post-harvest handling, fish processing technologies and cold chain management
  - c. Biosecured farming systems and fish pathology, fish nutrition, and feeding
  - d. Exchange of best practices in the implementation of monitoring, control and surveillance and law enforcement to address IUU fishing.
  - e. Value-chain and agri-business development
  - f. Aquatic pollution remediation technologies (e.g., fine bubble technology)

**PARAGRAPH 3**  
**ACTIVITIES AND FORMS FOR COOPERATION**

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The Participants will explore areas of cooperation, to include but not limited to the following:

1. Promotion and development of scientific, technological and managerial cooperation, programs and exchanges in general areas of fisheries and aquaculture, post-harvest management, food processing, storage and

distributions, cooperatives, business development in fisheries, climate-smart and resilient technologies, and other additional fields as decided by the two (2) Participants.

2. Contribution to bilateral trade through creation of favorable conditions for imports and exports consistent with the national and international quarantine rules and regulations, in any way, the Participants' commitments under bilateral and multilateral agreements.
3. Partnership and close coordination among interested government agencies, private sector, academe, and business communities of both countries on research, extensions, and trainings.
4. Exchange of business models on research, extensions and innovations that will capacitate fisherfolks to become efficient and scalable enterprises.

#### **PARAGRAPH 4 IMPLEMENTATION**

Any project for implementation will entail an agreement separate from this MOU. Such separate agreement will enumerate the initiative to be undertaken, the conditions with which the financial resources are to be managed and used subject to governing laws, rules, regulations, procedures, and other arrangements with respect to necessary approvals required, cost-sharing and other resources such as physical and human resources, if necessary.

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**PARAGRAPH 5**  
**JOINT TECHNICAL WORKING GROUP**

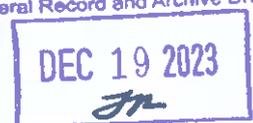
To ensure the implementation of this Memorandum of Understanding, the Participants shall establish a Joint Technical Working Group to discuss joint activities, develop and provide appropriate guidelines and standards on the operationalization and implementation of initiatives approved by the Participants. Each Participant will designate a Co-Chair.

The Joint Technical Working Group will meet annually to develop a work program, discuss and coordinate administrative and technical details. The Executive Secretaries will likewise communicate and coordinate regularly to monitor the implementation of activities carried out under the auspices of this Memorandum. The annual meeting of the Technical Working Group will take place alternately in the Philippines and Chile, as deemed appropriate, in a face-to-face manner, or via video conference, teleconference, as the case may be.

**PARAGRAPH 6**  
**FINANCING OF THE COOPERATION**

Expenditure arising from cooperative activities approved and developed within the framework of this Memorandum will be borne by the Participants with their own respective resources unless mutually decided differently. Activities under this Memorandum are subject to the availability of funds and personnel and to the laws and regulations of both Participants.

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**PARAGRAPH 7**  
**INTELLECTUAL PROPERTY RIGHTS**

1. The Participants sending the materials or sharing information shall be responsible for the protection of intellectual property rights, including copyright, in accordance with the laws in force in its country. It shall ensure that such materials may be reproduced for exhibition purposes.
2. Any obligations in connection with the author's rights shall be borne by the Participant sending the materials.
3. Both Participants shall ensure that scientific, technical data and information mutually provided, including the results of the joint research under this MOU shall not be divulged or supplied to third party without prior written consent of both Participants involved in this MOU.
4. Nothing in this MOU shall function to transfer to either Participant any intellectual property rights developed before this MOU or developed outside the scope thereof.

**PARAGRAPH 8**  
**DISPUTE SETTLEMENT**

Any difference between the Participants due to interpretation or implementation of this Memorandum, shall be resolved by means of consultations and negotiations through diplomatic channels.

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**PARAGRAPH 9**  
**EFFECTIVITY DATE, DURATION, AND TERMINATION**

This Memorandum will come into effect on the date of last written notification by the Participants, through diplomatic channels, indicating that their domestic requirements for its effectivity have been completed.

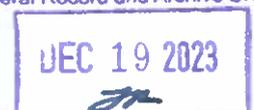
**PARAGRAPH 10**  
**AMENDMENTS**

Either Participant may request in writing through diplomatic channels, a revision or amendment of this Memorandum. Any revision or amendment decided – by the Participants – shall come into effect following the same guidelines of provided by this Memorandum of Understanding under Paragraph 9 and shall form an integral part of this Memorandum.

**PARAGRAPH 11**  
**FOCAL POINTS**

For the purpose of coordinating, ensuring and executing cooperation, the Participants designate the International Affairs Coordinator of the Undersecretariat of Fisheries and Aquaculture, and the Head of International Affairs Unit of the National Fisheries and Aquaculture Service of the Republic of Chile and the Office of Assistant Director for Technical Services of the Bureau of Fisheries and Aquaculture Resources of the Department of Agriculture of the Republic of the Philippines, as the Focal points for the implementation of this Memorandum.

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**PARAGRAPH 12**

**LEGAL STATUS**

This MOU only constitutes a statement of mutual intentions of the Participants with respect to its content and does not create any legally binding obligation between the Participants.

In witness whereof, the undersigned being authorized thereto by their respective Governments have signed this Memorandum.

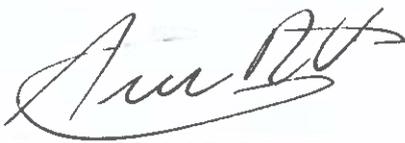
Signed in duplicate in the English language on the dates and in the places set forth below.



**SOLEDAD TAPIA ALMONACID**

National Director, National Fisheries and Aquaculture Service, Republic of Chile

Signed on 02 October 2023 in Santiago, Chile



**JAVIER RIVERA VERGARA**

Deputy Undersecretary for Fisheries and Aquaculture, Republic of Chile

Signed on 02 October 2023 in Santiago, Chile



**ATTY. DEMOSTHENES R. ESCOTO**

Director, Bureau of Fisheries and Aquatic Resources, Republic of the Philippines

Signed on 18 August 2023 in Manila, Philippines

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**DOMINGO F. PANGANIBAN**

Senior Undersecretary, Department of Agriculture, Republic of the Philippines

Signed on 18 August 2023 in Manila, Philippines

LUIS R. REBAGODA  
Signing Officer