

B-2989-B

La cooperación incluirá, pero no se limitará a investigaciones y pronósticos sobre el fenómeno de El Niño; investigaciones en el campo de la oceanografía química, **CONVENIO DE COOPERACIÓN CIENTÍFICA Y EDUCATIVA** entre el **EL INSTITUTO DEL MAR DEL PERÚ** y **Y EL BUREAU OF FISHERIES AND AQUATIC RESOURCES DE FILIPINAS**, para mejorar el hábitat, desarrollo de la industria pesquera de pasado y acuerdos que se suscriban entre ambas Partes.

EL GOBIERNO DE LA REPÚBLICA DEL PERÚ, REPRESENTADO EN ESTE DOCUMENTO POR EL INSTITUTO DEL MAR DEL PERÚ (IMARPE) Y EL GOBIERNO DE LA REPÚBLICA DE FILIPINAS, REPRESENTADO POR EL BUREAU OF FISHERIES AND AQUATIC RESOURCES (BFAR), EN ADELANTE DENOMINADOS LAS "PARTES CONTRATANTES",

- Para asegurar la implementación del presente Convenio, las Partes establecerán un Comité DESEANDO fortalecer las relaciones amistosas existentes entre los dos países, a través de la cooperación científica y educativa; Los principales organismos de coordinación actuarán de acuerdo con:

ANHELANDO mantener y promover vías de cooperación y comunicación que permitan el intercambio de conocimiento académico y científico; c Resources y el Departamento de Asuntos Extranjeros,

HAN ACORDADO LO SIGUIENTE:

Para la República del Perú, en nombre del Mar del Perú

- # **ARTÍCULO I**

DISPOSICIÓN GENERAL

Las Partes Contratantes, de conformidad con las leyes, normas y reglamentos existentes en sus respectivas jurisdicciones, promoverán el desarrollo de la investigación básica científica y aplicada a fin de lograr una investigación especializada en ciencia oceánica y una comprensión más significativa de los océanos para el beneficio de la humanidad.

actividades diferentes que se realizan a lo largo y ancho del territorio del presente Convenio y revisar el progreso de las mismas, con el fin de proceder a fin de asegurar la eficiencia, el orden y la disciplina administrativa y otros principios que serán establecidos en el Código de Trabajo.

ÁREAS DE COOPERACIÓN

- La cooperación se realizará, de mutuo acuerdo, *inter alia*, a través del intercambio de investigadores y científicos; del intercambio de intelectuales para clases, charlas, conferencias, coloquios, simposios e intercambio de experiencias; del intercambio de información científica en campos de interés mutuo; de la implementación de programas de investigación cooperativa, poniendo una de las Partes a disposición de los investigadores de la otra Parte, instalaciones y equipos (incluyendo barcos de investigación), fomentando el contacto directo entre investigadores y permitiendo otras formas de cooperación en el campo de la investigación.

Perú, con un representante del país de acogida como presidente de la reunión. Cuando sea necesario, se podrá llevar a cabo una reunión presencial entre las partes, por la vía diplomática.

La cooperación incluirá, pero no se limitará a investigaciones y pronósticos sobre el fenómeno de El Niño; investigaciones en el campo de la oceanográfica química, física y biológica; dinámica de las poblaciones de peces oceánicos y su comportamiento; investigaciones sobre genética de poblaciones de especies de peces migratorios; dinámica de dispositivos de concentración de peces y estructuras para mejorar el hábitat; desarrollo de la industria de harina de pescado y acciones que se emprenderán en el futuro en áreas de interés común, como será acordado mutuamente por ambas Partes.

CONFIDENCIALIDAD/ DERECHOS DE PROPIEDAD INTELECTUAL

Las Partes se asegurarán **ARTÍCULO III** la información proporcionada y desarrollada mutuamente, incluyendo los resultados de las investigaciones conjunta ~~entre~~, no serán transferidas o proporcionadas a una Tercera Parte sin el consentimiento escrito previo de la otra Parte.

1. Para asegurar la implementación del presente Convenio, las Partes establecerán un Comité Conjunto conformado por el mismo número de representantes de ambas partes, como será acordado por la vía diplomática. Los principales organismos de coordinación serán los siguientes:

Para la República de Filipinas, el Bureau of Fisheries and Aquatic Resources y el Departamento de Asuntos Exteriores;

GASTOS Y OTRAS FORMAS DE ASISTENCIA

Para la República del Perú, el Instituto del Mar del Perú.

1. ~~El país de origen será responsable del viaje internacional y de los costos~~
2. El Comité Conjunto formulará y presentará recomendaciones de política con la finalidad de promover el desarrollo de la cooperación científica y educativa en el área de la pesca en ambos países. También será responsable de la planificación, implementación, monitoreo y evaluación de proyectos identificados según el presente Convenio, en coordinación con los organismos pertinentes.
3. Según sea necesario, el Comité Conjunto podrá crear un Grupo de Trabajo Conjunto de Pesca conformado por contrapartes/representantes de cada una de las Partes Contratantes, para facilitar la cooperación, proporcionar orientación, identificar actividades específicas que conduzcan a la implementación del presente Convenio y revisar el progreso de dichas actividades. Con este propósito y a fin de asegurar la eficiencia, el Comité Conjunto determinará los procedimientos y otros principios que serán seguidos por el "Grupo de Trabajo".
4. El Comité Conjunto podrá invitar a representantes de otros organismos gubernamentales pertinentes, a participar en reuniones del Grupo de Trabajo Conjunto de Pesca.
5. Cada una de las Partes Contratantes designará a sus respectivos Coordinadores, quienes serán responsables de la coordinación y monitoreo de todas las actividades llevadas a cabo bajo los auspicios de este Convenio.
6. El Comité Conjunto se reunirá cada dos (2) años, alternadamente en Filipinas y en el Perú, con un representante del país de acogida como presidente de la reunión. Cuando sea necesario, se podrá llevar a cabo una reunión provisional sujeta a acuerdo entre las Partes, por la vía diplomática.

SOLUCIÓN DE CONTROVERSIAS

7. La agenda de la reunión incluirá la elaboración de un borrador de los planes de trabajo y una revisión del progreso de la implementación de proyectos emprendidos de conformidad con el presente Convenio.

El presente Convenio entrará en vigor en la fecha de la última notificación escrita enviada por las Partes **ARTÍCULO IV** vía diplomática, que indique el cumplimiento de sus respectivos compromisos para su entrada en vigor.

CONFIDENCIALIDAD/ DERECHOS DE PROPIEDAD INTELECTUAL

Las Partes se asegurarán de que la información científica y educativa y la información proporcionada y desarrollada mutuamente, incluyendo los resultados de la investigación conjunta realizada conforme a este Convenio, no sean transferidas o proporcionadas a una Tercera Parte sin el consentimiento escrito previo de la otra Parte.

Cualquier de las Partes podrá solicitar por escrito, a través de la vía diplomática, Los asuntos relacionados con los derechos de propiedad intelectual que puedan surgir de una actividad emprendida según el presente Convenio, serán determinados y acordados por las Partes antes o en el transcurso de la implementación de la actividad.

ARTÍCULO V

GASTOS Y OTRAS FORMAS DE ASISTENCIA

1. El país de origen será responsable del viaje internacional y de los costos relacionados de los miembros de su delegación desde su puerto de partida hasta el puerto de entrada en el país de acogida. El país de acogida será responsable de los gastos locales, incluyendo los costos del transporte terrestre, alimentación y alojamiento, y tratamiento médico de emergencia de los miembros de la delegación visitante durante la misión oficial en su territorio.
2. La Parte requirente asumirá el costo del franqueo y de los gastos de envío de los materiales/documentos requeridos.
3. Cada una de las Partes procurará la asistencia necesaria para los investigadores, científicos e intelectuales enviados por la otra Parte según el presente Convenio para realizar su misión. Éstos deberán observar las leyes y reglamentos vigentes en el país de acogida.
4. La disposición antes mencionada no limitará el derecho de cualquiera de las Partes a adoptar o ejecutar las medidas necesarias a fin de preservar la salud pública, la moral, el orden público o la seguridad.

ARTÍCULO VI

SOLUCIÓN DE CONTROVERSIAS

Cualquier controversia que surja de la interpretación, aplicación o implementación del presente Convenio será solucionada amigablemente mediante consultas o negociaciones entre las Partes, por la vía diplomática.

ARTÍCULO VII

ENTRADA EN VIGOR

El presente Convenio entrará en vigor en la fecha de la última notificación escrita enviada por las Partes, a través de la vía diplomática, que indique el cumplimiento de sus respectivos requerimientos internos para su entrada en vigor.

ARTÍCULO VIII

MODIFICACIÓN

Cualquiera de las Partes podrá solicitar por escrito, a través de la vía diplomática, una revisión o modificación del presente Convenio. Cualquier revisión o modificación acordada por las Partes entrará en vigor de conformidad con el Artículo antes mencionado.

ARTÍCULO IX

VALIDEZ/TERMINACIÓN

El presente Convenio será válido por un período de cinco (5) años y se renovará automáticamente por periodo(s) similar(es) a menos que se dé por terminado antes, mediante notificación escrita, por lo menos seis (6) meses antes de la fecha de terminación prevista, a través de la vía diplomática. La terminación del presente Convenio no afectará la culminación de los proyectos en curso.

HECHO en la Ciudad de Pasay, Metro Manila, el 16 de julio de 2003, en los idiomas inglés y español, siendo ambos textos igualmente auténticos. En caso de divergencia en la interpretación, deberá prevalecer el texto en inglés.

**POR EL GOBIERNO DE LA
REPÚBLICA DEL PERÚ**

JORGE CHÁVEZ SOTO
Embajador
Embajada del Perú en Filipinas

**POR EL GOBIERNO DE LA
REPÚBLICA DE FILIPINAS**

LUIS P. LORENZO, JR.
Secretario
Departamento de Agricultura

Cooperation shall include but not be limited to: El Niño research and forecasting, chemical, physical, **AGREEMENT FOR** geography research, oceanic fish population dynamics, migratory fish species, dynamics of fish stocks, environment structures, development of marine resources, and the future in areas of common interest.

SCIENTIFIC AND EDUCATION COOPERATION
BETWEEN
THE INSTITUTO DEL MAR DEL PERU AND
THE BUREAU OF FISHERIES AND AQUATIC RESOURCES
OF THE PHILIPPINES

THE GOVERNMENT OF THE REPUBLIC OF PERU REPRESENTED HEREIN BY THE INSTITUTO DEL MAR DEL PERU (IMARPE) AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES REPRESENTED HEREIN BY THE BUREAU OF FISHERIES AND AQUATIC RESOURCES (BFAR), HERINAFTER REFERRED TO AS THE "CONTRACTING PARTIES",

shall be as follows:

DESIRING to strengthen the existing friendly relations between the two countries through scientific and education cooperation; Fisheries and Aquatic Resources and the other Contracting Party,

WISHING to maintain and promote channels of cooperation and communication that permit the exchange of academic and scientific knowledge;

2. The Joint Committee and the respective national government recommendations with the end HAVE AGREED AS FOLLOWS:
- in fisheries and aquatic resources and the other Contracting Party, to planning, implementing, monitoring and evaluating activities carried out under this Agreement in coordination with the other Contracting Party.

ARTICLE I

3. As may be necessary, the Contracting Parties shall establish a Joint Scientific Working Group consisting of scientists and scholars from both Contracting Party, to facilitate the Contracting Parties, consistent with the existing laws, rules and regulations prevailing in their respective jurisdictions, shall promote the development of basic scientific and applied research in order to attain advanced research in ocean science and to gain a more fundamental understanding of the oceans for the benefit of humanity.

ARTICLE II

5. Each Contracting Party shall be responsible for coordinating and monitoring all activities carried out under this Agreement.
- Cooperation shall be effected, *inter alia*, through the exchange of researchers and scientists, exchange of scholars for lectures, talks, conferences, colloquia, symposia and sharing of experiences, exchange of scientific information in the fields of mutual interest, implementation of cooperative research programs, by making facilities and equipment (including research vessels) of one Party available to researchers of the other Party, encouraging direct contact between researchers and permitting other forms of research cooperation by mutual agreement.

7. The agenda of the meeting shall include the drafting of the working plans and a review of the progress of the implementation of projects undertaken pursuant to Cooperation shall include, but not be limited to, El Niño research and forecasting, chemical, physical and biological oceanography research, oceanic fish population dynamics and behavior, population genetics research of migratory fish species, dynamics of fish aggregating devices and habitat enhancement structures, development of the fish meal industry and those to be undertaken in the future in areas of common interest as may be mutually agreed upon by both Parties.

The Parties shall ensure that the scientific and educational data and information mutually provided by the Parties in the course of joint research carried out under the Agreement shall not be transferred or disclosed to a Third Party without the prior written consent of the Parties.

ARTICLE III

JOINT COMMITTEE

1. To ensure the implementation of this Agreement, the Parties shall establish a Joint Committee composed of an equal number of representatives from both sides as may be agreed upon through diplomatic channels. The lead coordinating agencies shall be, as follows:

For the Republic of the Philippines, the Bureau of Fisheries and Aquatic Resources and the Department of Foreign Affairs;

For the Republic of Peru, the Instituto del Mar del Peru.

2. The Joint Committee shall formulate and submit policy recommendations with the end in view of promoting the development of scientific and education cooperation in fisheries of both countries. It shall also be responsible for planning, implementing, monitoring and evaluating projects identified under this Agreement in coordination with concerned agencies.
3. As may be necessary, the Joint Committee may create a Joint Fisheries Working Group composed of counterparts/representatives from each Contracting Party, to facilitate cooperation, provide guidance, identify specific activities that will lead to the implementation of this Agreement, and review the progress of such activities. For this purpose and in order to ensure efficiency, the Joint Committee shall determine the procedure and other guidelines to be followed by the "Working Group".
4. The Joint Committee may invite representatives from other concerned government agencies to participate in meetings of the Joint Fisheries Working Group.
5. Each Contracting Party shall designate their respective Coordinators who shall be responsible for coordinating and monitoring all activities carried out under the auspices of this Agreement.
6. The Joint Committee shall meet every two (2) years, alternately in the Philippines and Peru, with a representative from the host country as chairperson of the meeting. Whenever necessary, an interim meeting may be held subject to agreement between the Parties, through diplomatic channels.

7. The agenda of the meeting shall include the drafting of the working plans and a review of the progress of the implementation of projects undertaken pursuant to this Agreement.

This Agreement shall enter into force on the date of the latest written notification by the Parties, through **ARTICLE IV**, indicating compliance with their respective internal requirements for entry into force.

CONFIDENTIALITY/INTELLECTUAL PROPERTY RIGHTS

The Parties shall ensure that the scientific and educational data and information mutually provided and developed, including the results of joint research carried out under this Agreement, shall not be transferred or supplied to a Third Party without the prior written consent of the other Party.

Matters pertaining to intellectual property rights that may arise from an activity undertaken under this Agreement shall be determined and agreed upon by the Parties prior to or in the course of the activity's implementation.

ARTICLE V

EXPENSES AND OTHER FORMS OF ASSISTANCE

1. The sending country shall be responsible for international travel and related costs of the members of its delegation from its port of departure to the port of entry in the receiving country. The receiving country shall be responsible for local expenses including inland transportation costs, board and lodging, and emergency medical treatment of the members of the visiting delegation for the duration of the official mission in its territory.
2. The requesting Party shall shoulder the cost of postage and freight of materials/documents being requested.
3. Each Party shall endeavor to provide the necessary assistance to researchers, scientists, and scholars sent by the other Party under this Agreement to accomplish their mission. They shall observe the laws and regulations in force in the host country.
4. The foregoing provision shall not limit the right of either Party to adopt or execute measures necessary to uphold public health, morals, public order or security.

JORGE CHAVEZ SOTO

ARTICLE VI

Ambassador

Embassy of Peru in the P.R.C.

Secretary

Ministry of Education

Ministry of Foreign Affairs

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

Ministry of Interior

Ministry of Justice

Ministry of Labor

Ministry of Transportation

Ministry of Water Resources

Ministry of Agriculture

Ministry of Culture

Ministry of Environment

Ministry of Science and Technology

Ministry of Education

Ministry of Defense

Ministry of Finance

Ministry of Health

ARTICLE VII

ENTRY INTO FORCE

This Agreement shall enter into force on the date of the later written notification by the Parties, through diplomatic channels, indicating compliance with their respective internal requirements for its entry into force.

ARTICLE VIII

AMENDMENT

Either Party may request in writing, through diplomatic channels, a revision or amendment of this Agreement. Any revision or amendment agreed upon by the Parties shall become effective in accordance with the foregoing Article.

ARTICLE IX

VALIDITY / TERMINATION

This Agreement shall be valid for a period of five (5) years and shall be automatically renewed for similar period(s) unless sooner terminated by written notice, through diplomatic channels, at least six (6) months prior to the intended date of termination. The termination of this Agreement is without prejudice to the completion of on-going projects.

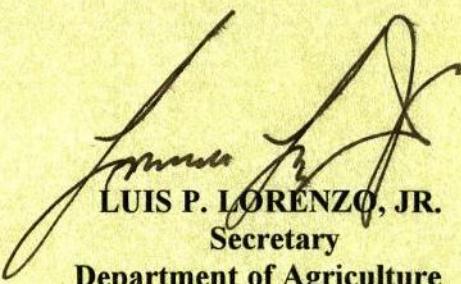
DONE in the City of Pasay, Metro Manila, on this 16th day of July 2003, in the English and Spanish languages, both texts being equally authentic. In case of divergence in interpretation the English text shall prevail.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF PERU**

**FOR THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES**



JORGE CHAVEZ SOTO
Ambassador
Embassy of Peru in the Philippines



LUIS P. LORENZO, JR.
Secretary
Department of Agriculture

