

# CROSSROADS

A COMPENDIUM OF AGREEMENTS  
BETWEEN THE PHILIPPINES AND  
THE NETHERLANDS, 1951 - 2021

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THE EMBASSY OF THE PHILIPPINES  
THE HAGUE

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THE NETHERLANDS, 1951 - 2021

THE EMBASSY OF THE PHILIPPINES  
THE HAGUE







DEPARTMENT OF FOREIGN AFFAIRS  
KAGAWARAN NG UGNAYANG PANLABAS

## FOREWORD

The "Crossroads: A Compendium of Agreements between the Philippines and the Netherlands, 1951-2021" is a timely publication as we mark this year the 70<sup>th</sup> anniversary of the official friendship between the Philippines and the Netherlands.

While 2021 is a milestone year for diplomatic relations, our people-to-people and commercial contacts began more than 400 years ago when Dutch traders visited our shores in the 1600s. These exchanges continued vigorously through the centuries, propelling the Netherlands to its current status as among the Philippines' top trading partners and its biggest investor among the European Union countries.

The robust economic partnership has been complemented by strong people-to-people connections. Dutch priests came to the Philippines by the turn of the 20<sup>th</sup> century and by the 1920s, Filipino novices were sent to the Netherlands to be trained for priesthood. From the Netherlands, Filipino bishops were fiercely at the forefront of Vatican reforms before the notion became popular. Filipino nurses and midwives came to the Netherlands in the 1960s. These days, Filipino professionals, seafarers, and students continue the mutually beneficial exchanges with the Netherlands.

This publication is thus very timely as it highlights the agreements covering a variety of issues that have served as platforms in pursuing opportunities and deepening our bilateral engagements, in the true spirit of the Filipino "Bayanihan" and the Dutch "Saamhorigheid", working together in solidarity for a common purpose.

I commend Ambassador J. Eduardo Malaya and the dedicated Philippine Embassy team for their initiative and hard work in putting together this compendium of bilateral agreements.

I am confident that this publication will contribute not only to a better appreciation of our strong bilateral relations, but will also encourage fresh initiatives for a more meaningful partnership between the peoples and governments of the Philippines and the Netherlands.

Congratulations and Mabuhay!



TEODORO L. LOCSIN JR.  
Secretary of Foreign Affairs





Kingdom of the Netherlands

Date 23 September 2021

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## FOREWORD

I would like to commend H.E. Ambassador J. Eduardo Malaya and his team for editing and publishing the "Compendium of Agreements between the Philippines and the Netherlands 1951-2021," covering the full period of our official diplomatic relations. While the compendium illustrates the deep and strong ties between our countries in different sectors, it also serves as a practical tool for those decision makers in government and the private sector who are engaging in areas of bilateral trade, economic affairs and diplomacy. This book is a fundamental text that will guide and direct future academic research and training, illustrating the Dutch-Filipino model in diplomacy and bilateral relations.

Agreements between countries are fundamental expressions of friendship and of mutual understanding. They express the willingness to engage with each other in different economic sectors, while providing the legal tools for that purpose. The Compendium thus showcases our shared values, history and interests, despite geographical distance and cultural differences.

The Netherlands and the Philippines share a century-long tradition of worldwide navigation and exploration. Our intrepid people show a natural curiosity about the world and an understanding of its workings. The Dutch and the Filipinos have crossed paths since time immemorial at sea, through its maritime and water sectors; in land through sectors of agriculture, circular economy, energy, trade, transports; and in spirit through diplomacy. These make up the very human fabric of our relations, built by unsung heroes of our relations. We continue to uphold the economic and cultural ties that bind us together: "sama sama" or "samen" as they say in our respective languages.

Leafing through this volume is a great pleasure and serves as an eye opener as it reveals never before publicized details and historic pictures illustrating our strong and lasting relations. I highly recommend this Compendium as a work of reference on the relations between the Philippines and the Netherlands.

  
Saskia de Lang  
Ambassador





EMBASSY OF THE REPUBLIC OF THE PHILIPPINES  
AMBASSADE VAN DE REPUBLIEK DER FILIPIJNEN  
The Hague, The Netherlands

## PREFACE

A country's diplomatic relations with another ultimately finds expression in the agreements they have entered into, as these instruments embody their shared interests, priorities and resolve. It couldn't be any other as no country commits itself lightly in writing.

It could thus well be said that the 14 agreements in this compendium, covering diverse fields from trade and investment promotion to maritime cooperation and sustainable development, reflect the breadth and depth of the partnership between the Philippines and the Netherlands.

These platforms or "crossroads" of cooperation were reinforced by the two back-to-back bilateral consultation meetings between their Ministries of Foreign Affairs in January 2020 and June 2021, which produced roadmaps for their cooperation in the years ahead. These meetings auspiciously took place in light of the issuances by the Netherlands in November 2020 of the "Indo-Pacific: Guidelines for strengthening Dutch and EU cooperation with partners in Asia" and by the European Union in September 2021 of the "Joint Communication to the European Parliament and the Council, The EU Strategy for Cooperation in the Indo-Pacific," both of which signaled their resolve to upgrade their partnership with the region, including the ASEAN and the Philippines.

Published during the 70<sup>th</sup> anniversary of the establishment of diplomatic relations, "*Crossroads: A Compendium of Agreements between the Philippines and The Netherlands, 1951 to 2021*" could not have been more timely. It documents what the two sides have achieved as reflected in formal agreements, which rich resource will serve as basis in reviewing and assessing which ones need updating and identifying new areas of cooperation where the two countries may wish to explore.

It is ultimately hoped that the agreements included in *Crossroads* and future agreements that may follow will help bring our peoples and governments closely working together and place the bilateral partnership on an assured robust path in the years ahead.

In the meanwhile, commendation is due to the editorial team that produced this volume – First Secretaries Jarie Osias and Ma. Theresa Milallos-Alders, Princess Sharon Rose Satin and Kieren Batiles – for a job well done.

*Het allerbeste gewenst! Mabuhay!*

J. EDUARDO MALAYA  
Ambassador



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- Signed on 23 May 2006

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- Signed on 25 Mar 2015

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# I. OVERVIEW OF PHILIPPINES- NETHERLANDS RELATIONS

## POLITICAL RELATIONS

The Philippines and the Netherlands marked in 2021 the 70th anniversary of the establishment of diplomatic relations between the two countries, with formal ties commencing on 17 May 1951.

As part of the commemoration of the 70-year milestone, the 2nd Philippines-Netherlands Bilateral Consultations was held via video conference on 29 June 2021. The Philippine delegation was led by DFA European Affairs Assistant Secretary Jaime Victor Ledda, while the Dutch side was headed by Ms. Karin Mössenlechner, Director for Asia and Oceania at the Dutch Ministry of Foreign Affairs.

The Philippines and the Netherlands vowed to further strengthen cooperation in the areas of political, economic, defense and security, and people-to-people linkages. Both sides also apprised each other of developments in their respective countries and exchanged views on regional and global issues, particularly the COVID-19 pandemic.

Assistant Secretary Ledda welcomed the Dutch proposal to establish an Honorary Consulate in Davao City as this will enhance consular assistance to Dutch nationals and boost bilateral trade and investment.

Assistant Secretary Ledda was joined by Ambassador J. Eduardo Malaya, Consul General Lolita Capco and Commercial Counselor Benedict Uy.

A year earlier, on 30 January 2020, the two countries held their first Bilateral Consultations in The Hague. Undersecretary for Policy Enrique A. Manalo led the Philippine delegation. The Dutch side was headed by Mr. Matthijs van der Plas, Director-General for Policy of the Ministry of Foreign Affairs of the Netherlands. Before the start of the consultations, Undersecretary Manalo made a courtesy call on H.E. Stef Blok, Minister of Foreign Affairs.

During the period 2015-2020, bilateral meetings were held between the Philippine Foreign Secretary and his Dutch counterpart at the sidelines of regional and international meetings, namely:

- Meeting between Secretary Teodoro Locsin Jr. and Dutch Foreign Minister Stef Blok at the sidelines of the ASEM 14th Foreign Ministers Meeting in Madrid, Spain in December 2019.
- Meeting between Secretary Locsin and Dutch Foreign Minister Stef Blok at the sidelines of the ASEAN-EU Ministerial Meeting in Brussels in January 2019.
- Meeting between Secretary Alan Peter S. Cayetano and Dutch Foreign Minister Stef Blok on the sidelines of the 73rd Session of the United Nations General Assembly (UNGA) in New York, on 27 September 2018
- Meeting between Secretary Perfecto Yasay and Dutch Foreign Minister Albert Gerard Koenders on the sidelines of the 34th Session of the Human Rights Council's High-Level Segment in Geneva, Switzerland, 27 to 28 February 2017
- Meeting between Secretary Alberto del Rosario and Dutch Foreign Minister Albert Gerard Koenders in The Hague on 6 July 2015 when the former was in the Netherlands for the hearings of the South China Sea arbitration case.

Secretary Locsin also had a bilateral meeting with Dutch Prime Minister Mark Rutte at the sidelines of the Asia-Europe Summit in Brussels, Belgium in October 2018.

The above engagements were supplemented by the visits to the Philippines of the following Dutch officials:

- Special Envoy Andre Peperkoorn and Director Willem Beaujean of the Dutch MFA to discuss the case of Mr. Ewold Horn and other areas of cooperation in May 2019.
- Dutch Vice Minister for Foreign Economic Relations of the Ministry of Foreign Affairs Marten van den Berg and an economic mission composed of 15 Dutch companies on 26 to 28 October 2016, organized by the Netherlands Embassy in Manila, in partnership with the Philippine Chamber of Commerce and Industry.

Her Majesty Queen Maxima of the Kingdom of the Netherlands also visited Manila on 30 June to 1 July 2015 in her capacity as the UN Secretary General's Special Advocate for Inclusive Finance for Development.

## **ECONOMIC RELATIONS**

### **Bilateral Trade and Investment**

In 2020, the Netherlands ranked as the Philippines' 13th trading partner (out of 224), 10th export market (out of 210), and 21st import supplier

(out of 204). The Philippines’ top five trading partners in Europe are: Germany, Netherlands, France, UK, and Italy.

In terms of foreign direct investment (FDI) to the Philippines, the Netherlands ranks first out of the 28 EU Member States. Investments from the Netherlands for 2020 amounted to USD 137 million, USD 277.90 million in 2019 and USD 76.97 million in 2018.

Top Philippine exports to Netherlands in 2020	Top Philippine imports from Netherlands in 2020
<ol style="list-style-type: none"><li>1. Digital monolithic integrated circuits</li><li>2. Coconut (copra) oil, crude</li><li>3. Static converters (e.g. rectifiers)</li><li>4. Semiconductor devices</li><li>5. Beddings and similar furnishings</li></ol>	<ol style="list-style-type: none"><li>1. Cuts and offals of poultry, frozen</li><li>2. Milk and cream</li><li>3. Food preparations</li><li>4. Pharmaceutical goods</li><li>5. Prepared and preserved potatoes</li></ol>

	2019	2020
Exports	2.3bn	1.9bn
Imports	641.9mn	518.11mn
Total Trade	2.9bn	2.4bn

A significant number of major Dutch companies are doing business in the Philippines, notably ING Bank N.V., TNT Express Worldwide Philippines, Shell Philippines, Unilever Philippines, Heineken International, Royal Philips, Royal Friesland Campina, East West Seed, Holland America Lines and Royal Van Oord.

In 2020, Royal Boskalis Westminster N.V., one of the world’s leading dredging and heavy-lift companies, was awarded the land development contract by the San Miguel Aerocity for the new Manila International Airport in Bulacan province, located some 20 kilometers north of Metro Manila. The airport land development project has an estimated value of EUR 1.5 billion (approximately P87 billion pesos), making it the largest project in Boskalis’ history.

Water Resources/Sustainable Development of Manila Bay

The Netherlands is a recognized global leader in water management and development. In January 2018, the National Economic Development

Authority (NEDA) and the Dutch Ministry of Foreign Affairs signed a Memorandum of Understanding on the Master Plan for the Sustainable Development of Manila Bay.

The Manila Bay Sustainable Development Master Plan is an inclusive master plan for the sustainable development of Manila Bay. It is envisioned to guide decision-makers in the assessment and approval of programs, activities and projects for implementation in the Manila Bay and in adjacent areas with significant influence on the bay.

It envisions to help clean up Manila Bay and improve the living conditions in Metro Manila and its coastal zone. The Bay area will also be made more resilient to the effects of climate change.

### Maritime Cooperation

Since 1999, the Philippines and the Netherlands have held annual meetings of the Joint Committee on Maritime Affairs which are co-chaired by the Department of Transportation and the Ministry of Transport, Public Works and Water Management of the Kingdom of Netherlands. Discussions cover, among others, matters relating to the welfare and training of seafarers.

Some 22,000 Filipino seafarers work onboard Dutch-flagged vessels.

The Royal Association of Netherlands Ship-owners (KVNR) has been assisting the Philippines in the enhancement of maritime educational programs of the Palompon Institute of Technology (PIT) in Leyte for over a decade.

## **FILIPINOS IN THE NETHERLANDS**

There are an estimated 14,768 Filipinos in the Netherlands including its constituent countries and special municipalities (Aruba, Curacao, Sint Maarten, Bonaire, Saba, Sint Eustatius).

At the same time, there are some 24,369 Dutch citizens of Filipino origin (including second generation with either one or both parents as Filipinos) in the Netherlands.

Filipinos are concentrated mainly in the Netherlands' four major cities: Amsterdam, The Hague, Rotterdam and Utrecht. They are in the various professions and trades such as engineers, computer programmers, systems analysts, managers, sales/marketing executives, legal advisers,



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nurses, bankers, hotel/restaurant managers, entertainers, domestic workers and hotel housekeeping staff.

In the Dutch Caribbean, hundreds of Filipinos are in the hotel and tourism industry, and a good number are in accounting and other business fields.

Thousands of Filipino seafarers also pass through the ports of the Netherlands, notably Rotterdam, every year to board or disembark from Dutch and other foreign vessels.

The Netherlands is also host to Filipino au pairs. Under the Dutch au pair scheme, the au pair stays with a Dutch family for a year under a cultural exchange program.



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## **II.**

### **CHRONOLOGY OF SIGNIFICANT BILATERAL AND DIPLOMATIC EVENTS WITH HISTORICAL PHOTOGRAPH GALLERY**



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## CHRONOLOGY OF SIGNIFICANT BILATERAL AND DIPLOMATIC EVENTS

1866	Mr. van Polanen Petel becomes the first Dutch Honorary Consul in Manila.  Petel was succeeded by his cousin George Petel upon Polanen Petel's departure to Java in 1869. <sup>1</sup> George Petel informally took over the Consulate.
February 1889	P.K.A Meerkamp van Embden, from a tobacco trading family in Rotterdam, was appointed Honorary Consul in Manila. He claimed to be the only Dutchman in Manila and he served as Honorary Consul for more than three and a half decades. He took over the tobacco agency and managing firm, or trading house, in Manila, which Petel established, and had it renamed "Meerkamp". <sup>2</sup>
1908	Priests from the Missionaries of the Sacred Heart (MSC) and the Society of the Divine Word (SVD), which are based in the Netherlands, arrive in the Philippines. <sup>3</sup>
1929	Both the MSC and the SVD begin sending Filipino novices to the Netherlands to be trained for the priesthood. <sup>4</sup>
1947	An opera singer is recorded as first Filipina resident in The Netherlands. <sup>5</sup>
1947	Consul General N.A.J. de Voogd assumes as chargé d'affaires of the Netherlands to the Philippines. <sup>6</sup>
1948	A.J.D. Steenstra Touissant assumes as extraordinary envoy and minister plenipotentiary of the Netherlands to the Philippines. <sup>7</sup>

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<sup>1</sup> van Muijzenberg, Otto. "Philippine-Dutch Social Relations, 1600-2000," (Research Gate, 2001), 485.

<sup>2</sup> Ibid., 487

<sup>3</sup> Ibid., 491

<sup>4</sup> Ibid., 492

<sup>5</sup> van Muijzenberg, Otto. "Four Centuries of Dutch-Philippine economic relations, 1600-2000," (Manila: Embassy of the Kingdom of The Netherlands, 2001), 96.

<sup>6</sup> Ibid., 123

<sup>7</sup> Ibid., 123

17 May 1951	Bilateral relations commence with the appointment of Procerio E. Sebastian as first envoy of the Philippines to the Netherlands, with residence in Paris.
04 December 1951	KLM airlines start flights between Amsterdam and Manila.
1955	Philippine Secretary of Trade and Industry Oscar Ledesma visits The Netherlands. <sup>8</sup>
1959	H.E. Nicanor Roxas assumes as resident Philippine Ambassador to The Netherlands.
21-24 Nov 1962	H.R.H. Princess Beatrix visits Manila.
October 1964	The first groups of Filipino nurses arrive in the Netherlands. Nurses were assigned in the university hospital in Utrecht.
1966	First batch of young Filipinas arrive to work in textile factories in Amsterdam, Ulft, Wehl and Gendringen. <sup>9</sup>
2 August 1967	First batch of 25 midwives from the Philippines arrives in the Netherlands accompanied by Dr. Hattinga Verschure.
1968	President Diosdado Macapagal conducts official visit to The Netherlands, together with a Philippine trade mission. <sup>10</sup>
16 October 1968	The Philippine Embassy, during the term of Ambassador Delfin R. Garcia, acquires the property at Laan Copes van Cattenburch 125 in The Hague for its chancery. The building was originally constructed in 1871-1872. <sup>11</sup>
13 February 1968	The Philippines and The Netherlands sign in Manila the Exchange of Letters Constituting an Agreement concerning the Employment of Netherlands Volunteers in the Philippines.

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<sup>8</sup> Ibid., 108

<sup>9</sup> Ibid., 97

<sup>10</sup> Ibid., 98

<sup>11</sup> "Avenue Copes van Cattenburch 125," Monument En Zorg Den Haag. Accessed on 1 October 2021, <https://www.monumentenzorgdenhaag.nl/monumenten/laan-copes-van-cattenburch-125>.

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21 January 1969	The Philippines and The Netherlands sign the Air Services Agreement in Manila.
09 June 1975	The Philippines and The Netherlands sign in Rijswijk the Memorandum of Agreement on Inter-Country Adoption Program.
13 Feb 1979	H.E. President Ferdinand E. Marcos confers the Order of Sikatuna to Dr. Sergio Orlandini, KLM Royal Dutch Airlines President. <sup>12</sup>
21 Apr 1980	Prime Minister and Madame Dr. Andreas Van Agt visits Manila.
18-21 Dec 1980	Dutch Minister of Foreign Affairs Chris van der Klaauw visits the Philippines.
August 1983	Dutch Minister for Agriculture Gerrit Braks visits the Philippines.
27 February 1985	The Philippines and The Netherlands sign in Manila the Agreement for the Promotion and Protection of Investments.
June 1985	The International Training Center on Pig Husbandry and the joint project to train hog farmers between the Philippines and the Netherlands is established.
30 Apr-3 May 1986	Dutch Minister for Development Cooperation Eegje Schoo visits Manila.
April 1987	Dutch Minister for Development Cooperation Piet Bukman visits the Philippines.
13-15 May 1987	Dutch Minister of Foreign Affairs Hans van den Broek visits the Philippines.
10 September 1987	The Memorandum of Understanding between the Philippine Council for Agriculture, Forestry and Natural Resources Research and Development, Department of Science and Technology and the International Service for National Agricultural Research of the Netherlands is signed in The Hague.

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<sup>12</sup> van Muijzenberg, Otto. "Four Centuries of Dutch-Philippine economic relations, 1600-2000," (Manila: Embassy of The Kingdom of The Netherlands, 2001), 96.

20 September 1991	The Philippines and the Netherlands sign the Convention on Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Taxes on Income.
16-17 June 1993	Philippine Secretary of Foreign Affairs Roberto Romulo and Trade Secretary Rizalino Navarro visit the Netherlands.
27 July 1994	The Philippines-Netherlands Business Council is formally established in The Hague.
6-8 March 1995	President Fidel Ramos visits the Netherlands.
6 March 1995	The Philippines and the Netherlands sign in The Hague the Memorandum of Understanding on Economic and Technological Cooperation.
7-8 November 1996	Dutch Prime Minister Wim Kok visits the Philippines.
1997	Minister for Economic Affairs Hans Wijers led a trade mission to the Philippines. <sup>13</sup>
24-26 April 1998	Philippine Secretary of Trade Cesar Bautista visits the Netherlands
10 July 1998	The Philippines and the Netherlands sign the Memorandum of Understanding on the Gainful Employment of Diplomat's Dependents.
21-23 March 2000	Minister for Transport and Water Tineke Netelenbos visits the Philippines.
22 March 2000	The Philippines and the Netherlands sign in Manila the Memorandum of Understanding on Maritime Transport, establishing the Joint Committee on Maritime Affairs.
10 April 2001	The Philippines and the Netherlands sign in Manila the Agreement on the Export of Social Insurance Benefits.

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<sup>13</sup> Ibid., 110.



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31 May 2001	The Philippines and the Netherlands sign in Manila the Undertaking on the Recognition of Certificates under Regulation 1/10 of the 1978 International Convention on Standards of Training, Certification and Watchkeeping for Seafarers.
September 2008	H.R.H. Prince Willem-Alexander, in his capacity as Chairman of the United Nations Secretary-General's Advisory Board on Water and Sanitation, visits Cebu for the 8th Asia Pacific Roundtable for Sustainable Consumption/Production.
25 March 2015	The Philippines and the Netherlands sign the Memorandum of Understanding to Enhance Cooperation Against Trafficking.
29 Jun-1 Jul 2015	H.M. Queen Maxima visits Manila in her capacity as the United Nations Secretary-General's Special Advocate for Inclusive Finance for Development.
2018	The Dutch Chamber of Commerce in the Philippines is established by the Philippine Chamber of Commerce and Industry, Inc. and the Netherlands Embassy in Manila.
22 January 2018	The Philippines and The Netherlands sign the Memorandum of Understanding on the Sustainable Development of the Manila Bay Area.
19 October 2018	Prime Minister Mark Rutte and Secretary Teodoro L. Locsin held a bilateral meeting on the sidelines of the Asia-Europe Meeting in Brussels.
30 January 2020	The first Bilateral Consultations between the Philippines and The Netherlands is held in The Hague.
29 June 2021	The second Bilateral Consultations between the Philippines and The Netherlands is hosted by Manila.

The Department of Foreign Affairs gave consent to The Netherlands' request to open a Consulate General in Davao City.

October 2021

Full renovation of the Embassy chancery at Laan Copes van Cattenburch commences during the term of Ambassador J. Eduardo Malaya. Completion of the renovation project is expected in mid-2022. It is the first comprehensive renovation of the chancery since its original construction in 1871.

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## HISTORICAL PHOTOGRAPH GALLERY



On December 12, 1908, eight Dutch priests of the Missionaries of the Sacred Heart (MSC) landed in Surigao.<sup>14</sup>



On 4th December 1951, KLM Royal Dutch Airlines launched its inaugural flight between Amsterdam to Tokyo flying 51 hours via 6 cities, including Manila.<sup>15</sup>

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<sup>14</sup> MSC Philippines. 2019. "MSC in the Philippines." Photograph. Accessed on 1 October 2021. <https://mscphilippines.org/wp/missionaries-of-the-sacred-heart/3/>.

<sup>15</sup> "64 years of continuous flights in the Philippines," Press Reader. Philippine Daily Inquirer. Photograph. 10 December 2015. Accessed on 18 October 2021. <https://www.pressreader.com/philippines/philippine-daily-inquirer-1109/20151210/282029031166591>.



The Philippine Embassy acquires the property at Laan Copes van Cattenburch 125 as its chancery.<sup>16</sup>



Dutch Princess Beatrix is greeted on her arrival by Pres. Diosdado Macapagal and his daughter Gloria Macapagal during the former's official visit to the Philippines on 21-24 November 1962<sup>17</sup>

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<sup>16</sup> Philippine Embassy in The Hague Archives, The Hague, The Netherlands. Photograph.

<sup>17</sup> "Philippines-Netherlands 1962," Philippine Diplomatic Visits. Photograph. Accessed on 1 October 2021. <http://philippinediplomaticvisits.blogspot.com/2013/12/philippines-netherlands-1962.html>.



First group of nurses arrives in the Netherlands – October 1964<sup>18</sup>



First group of Midwives for OLV – Amsterdam (1967)<sup>19</sup>

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<sup>18</sup> Orquidia Flores-Valenzuela, "History of the Filipino Community in the Netherlands," Munting Nayon, 31 August 2007. Photograph. Accessed on 1 October 2021. <https://muntingnayon.com/100/100214/index.php>.  
<sup>19</sup> *Ibid.*



President Ramos and Dutch Prime Minister Wim Kok during the latter's visit to Manila in 1994<sup>20</sup>



Philippine NEDA Secretary Ernesto Pernia (right) and Dutch Ambassador Marion Derckx (left) sign the Memorandum of Understanding on the Sustainable Development of the Manila Bay Area on 22 January 2018<sup>21</sup>

<sup>20</sup> Muijzenberg, Otto van, "Four Centuries of Dutch-Philippine economic relations, 1600-2000", (Manila: Embassy of the Kingdom of The Netherlands, 2001), 111.

<sup>21</sup> "The Netherlands and the Philippines join forces on development Manila Bay, Philippines," 25 January 2018. Photograph. Accessed on 18 October 2021.  
<https://www.dutchwatersector.com/news/the-netherlands-and-the-philippines-join-forces-on-development-manila-bay-philippines>.





Her Majesty Queen Maxima of the Netherlands makes a courtesy call on President Benigno Aquino III in Malacañan Palace on 29 June 2015 to start her three-day official visit to the Philippines.<sup>22</sup>



Foreign Affairs Secretary Teodoro L. Locsin Jr. and Dutch Prime Minister Mark Rutte enjoy a light moment during their bilateral meeting on the sidelines of the Asia Europe Meeting (ASEM) in Brussels on 19 October 2018.<sup>23</sup>

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<sup>22</sup> "Dutch Queen Maxima visits the Philippines," CNN Philippines, 30 June 2015. Photograph. Accessed on 18 October 2021.

<https://cnnphilippines.com/news/2015/06/30/Dutch-Queen-Maxima-visits-Philippines.html>.

<sup>23</sup> "Bilaterals with Netherlands," DFA Facebook page. 19 October 2018. Photograph.

Accessed on 18 October 2021.

[https://www.facebook.com/permalink.php?story\\_fbid=1152959744858858&id=138743156280527&\\_tn\\_=%2CO\\*F](https://www.facebook.com/permalink.php?story_fbid=1152959744858858&id=138743156280527&_tn_=%2CO*F).



The 2nd Philippines-Netherlands Bilateral Consultations is held via video conference on 29 June 2021.

The Philippine delegation was led by DFA European Affairs Assistant Secretary Jaime Victor Ledda (top left) while the Dutch side was headed by Ms. Karin Mössenlechner, Director for Asia and Oceania at the Dutch Ministry of Foreign Affairs (top right).

They were joined by Philippines Ambassador to the Netherlands J. Eduardo Malaya (lower left) and the Netherlands Ambassador to the Philippines Saskia de Lang (lower right).<sup>24</sup>

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<sup>24</sup> "Philippines, Netherlands hold 2nd Bilateral Consultations to Reaffirm 70 years of Relations," Philippine Embassy in The Hague. 8 July 2021. Photograph. Accessed on 1 October 2021. <https://thehaguepe.dfa.gov.ph/press-releases/1506-philippines-netherlands-hold-2nd-bilateral-consultations-to-reaffirm-70-years-of-relations>.



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### **III.**

## **AGREEMENTS**



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## AGRICULTURE

### **MEMORANDUM OF UNDERSTANDING BETWEEN PHILIPPINE COUNCIL FOR AGRICULTURE, FORESTRY AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT OF THE DEPARTMENT OF SCIENCE AND TECHNOLOGY AND THE INTERNATIONAL SERVICE FOR NATIONAL AGRICULTURAL RESEARCH FOR IMPROVING AND STRENGTHENING THE PHILIPPINE AGRICULTURAL AND RESOURCE RESEARCH SYSTEM**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding is entered into and executed this 10th day of September 1987, by and between:

The PHILIPPINE COUNCIL FOR AGRICULTURE, FORESTRY AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT, with its principal office at Los Baños, Laguna, Philippines, represented in this Memorandum of Understanding by its Executive Director, Dr. Ramon V. Valmayor, and hereinafter referred to as PCARRD;

- and -

The INTERNATIONAL SERVICE FOR NATIONAL AGRICULTURAL RESEARCH, with its principal office in The Hague, Netherlands, represented in this Memorandum of Understanding by its Director General, Mr. Alexander von der Osten, and hereinafter referred to as ISNAR.

#### WITNESSETH

WHEREAS, PCARRD is charged with the responsibility of promoting a systematic approach in the planning, coordination, monitoring, and evaluation research and development programs and related activities for agriculture and natural resources; establishing, managing and fully supporting the national network of research and development centers and stations that implement various commodity research and development programs; and, establishing a repository of research and development information in agriculture, and natural resources.

WHEREAS, ISNAR, a non-profit international organization supported by the Consultative Group of International Research, is mandated to strengthen national agricultural research capabilities in developing countries, to help improve national agricultural research

systems so that they can better plan, organize, carry out, and evaluate agricultural research using their own human, physical, and financial resources, through scientific and technical collaboration.

NOW, THEREFORE, PCAARD AND ISNAR, inspired by their common objectives to promote and accelerate the progress in the management of research and development in agriculture, have reached a mutual understanding as set forth in the following paragraphs:

#### ARTICLE I

The two parties hereby agree to promote, subject to the availability of funds, cooperation through:

1. exchange of scientific/technical literature activities, information and methodology;
2. participation in scientific/technical activities of mutual interest, joint symposia or conferences;
3. establishment of mutual relations between the scientific and technical divisions of the organization of the respective parties;
4. encouraging the direct liaison and scientific cooperation between institutes and universities; and
5. other activities which both parties would agree to undertake collaboratively.

#### ARTICLE II

PCARRD as well as ISNAR may name any member of its staff to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this Memorandum of Understanding.

#### ARTICLE III

The implementation of this cooperation shall be based on annual work plans agreed upon by both parties. These work plans, which shall include budgets necessary to implement such plans, shall be developed and modified through planning meetings or through correspondence. The meetings shall be held in a place and time to be mutually agreed upon.

#### ARTICLE IV

The sending scientist(s) by one party is subject to the approval by the other party. The essential background of the nominated scientist(s) shall be forwarded to the host Party in sufficient time. Not

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later than two months following receipt of such nomination, the receiving Party shall inform the sending Party as to the acceptability of the proposed visitor, the suggestions for the program and the period of the visit, including institutions and places to be visited. The sending Party shall inform the receiving Party not later than 30 days in advance the exact date foreseen for the departure. Departure of scientist(s) shall only be made after confirmation of the receiving Party.

#### ARTICLE V

Both parties agree that results of collaborative undertaking in research management of research and development projects shall be published in the public interest as mutually agreed upon. The publication may be joint or separate as determined in each specific case. Either Party publishing any finding from collaborative project shall give appropriate credit to the other Party's contribution but would at the same time be entirely responsible for the conclusions and interpretations reported.

#### ARTICLE VI

The parties to this Memorandum of Understanding may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or articles in memorandum.

#### ARTICLE VII

The Memorandum of Understanding shall be effective on the date of signature by both parties, and shall remain in force until either Party serves notice on the other of its intention to terminate it. In which event, said termination takes effect six months after the date of notification.

IN WITNESS WHEREOF, the parties hereto have signed this 10th day of September 1987 at The Hague, The Netherlands.

FOR THE PHILIPPINE  
COUNCIL FOR AGRICULTURE,  
FORESTRY AND NATURAL  
RESOURCES RESEARCH AND  
DEVELOPMENT

(Sgd.) RAMON V. VALMAYOR  
Executive Director

FOR THE INTERNATIONAL  
SERVICE FOR NATIONAL  
AGRICULTURAL RESEARCH

(Sgd.) ALEXANDER VON DER  
OSTEN  
Director General

SIGNED IN THE PRESENCE OF:

(Sgd.) H. ELLIOTT  
Deputy Director General  
Research & Training

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## AIR SERVICES

### AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE KINGDOM OF THE NETHERLANDS

*Note: The Agreement entered into force, March 19, 1970.*

*Reference: This Agreement is also published in VIII DFA Treaty Series  
No. 1, p. 32*

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES and  
the GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS  
hereinafter described as the Contracting Parties,

BEING parties to the Convention on International Civil Aviation and the  
International Air Services Transit Agreement both opened for signature at  
Chicago on the 7th day of December, 1944,

DESIRING to conclude an agreement for the purpose of establishing and  
operating air services between and beyond the territories of the Republic  
of the Philippines and the Kingdom of the Netherlands;

HEREBY AGREE as follows:

#### ARTICLE I

For the purpose of the present Agreement, unless the context otherwise  
requires:

- a. the term “aeronautical authorities” means, in the case of the Republic  
of the Philippines, the Civil Aeronautics Board or any person or body  
authorized to perform any function exercised at present by the said Civil  
Aeronautics Board or similar functions, and, in the case of the Kingdom  
of the Netherlands, the Director of Civil Aviation or any person or body  
authorized to perform any function exercised at present by the said Direc-  
tor General of Civil Aviation or similar functions;
- b. the term “designated airline or airlines” means an airline or air-  
lines which one Contracting Party shall have designated, by written  
notification to the other Contracting Party, in accordance with the provi-  
sions of Article III of the present Agreement, for operation of air services  
on the routes specified in the Annex hereto;

c. the term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, trusteeship or administration of that State;

d. the term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of the Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof;

e. the terms “air services,” “international air service,” and “stop for non-traffic purposes” have the meaning respectively assigned to them in Article 96 of the Convention;

f. the term “agreed services” means any scheduled air service operated on the routes specified in the Annex to the Agreement.

## ARTICLE II

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing the agreed services.

2. Subject to the provisions of the present Agreement, the airline or airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:

a. to fly without landing across the territory of the other Contracting Party;

b. to make stops in the said territory for non-traffic purposes; and

c. to make stops in the said territory at the points specified for that route in the Annex to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points so specified.

3. Nothing in paragraph (2) of this Article shall be deemed to confer on the airline or airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.



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### ARTICLE III

1. Each Contracting Party shall have the right to designate in writing to the other Contracting party one or more airlines for the purpose of operating the agreed services on the specified routes;
2. On receipt of the designation, the other Contracting Party through its aeronautical authorities shall, subject to the provisions of paragraphs 3, 4 and 5 of this Article, grant without delay to the airline designated the appropriate operating authorization.
3. The aeronautical authorities of one Contracting Party may require an airline or airlines designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied by them in a manner not inconsistent with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse, withhold, or revoke the grant to an airline or airlines of the operating authorization referred to in paragraph (2) of this Article or to impose such condition as it may deem necessary in the exercise by an airline or airlines of the privileges in any case where it is not satisfied that substantial owners and effective control of that airline or airlines are vested in the Contracting Party designating the airline or airlines or in nationals of the Contracting Party designating the airline or airlines.
5. The exercise by the designated airline or airlines of the privileges granted in the appropriate operating authorization as mentioned in paragraph (2) of this Article, shall be subject to the statutory powers of aeronautical authorities of the Contracting Parties in order to ensure implementation of the provisions of Article VIII of the present Agreement.
6. Each Contracting Party shall have the right to suspend the exercise by an airline or airlines of the privileges specified in paragraph (2) of Article II or to impose such conditions as it may deem necessary on the exercise by an airline or airlines of those privileges in any case where the airline or airlines fail to comply with the laws and regulations referred to in Article VII hereof or otherwise fail to operate in accordance with the conditions prescribed in the present Agreement: provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

#### **ARTICLE IV**

1. Aircraft operated on international services by the designated airline or airlines of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international air services shall be exempt from all duties and charges, including customs duties and inspection fees imposed in the territory of the First Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.

3. The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Party, who may require that those materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

#### **ARTICLE V**

Each designated airline or airlines is authorized to maintain in the territory of the other Contracting Party its own technical and administrative personnel, without prejudice to the national regulations of the respective Contracting Parties.

#### **ARTICLE VI**

Either Contracting Party undertakes to grant the other Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline or airlines of the other Party. Wherever the payments system between the

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Contracting Parties is governed by a special agreement, said agreement shall apply.

## **ARTICLE VII**

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

2. The laws and regulations of one Contracting Party as to the entrance into, stay within, or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airline or airlines designated by the other Contracting Party upon entrance into or departure from, or while within the territory of the first party.

3. Passengers in direct transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes. For purposes of this paragraph, the term “direct transit” shall apply only to passengers, baggage and/or cargo who/which are never out of the control of the customs authorities of the Contracting Parties.

## **ARTICLE VIII**

In order to develop the air transport services along the routes of agreements thereof specified in the Annex hereof, for the purpose of achieving and maintaining equilibrium between the capacity of the specified air service and the requirements of the public for air transportation, as determined by the aeronautical authorities of the Contracting Parties, it is agreed that;

1. The designated airline or airlines of each Contracting Party shall enjoy fair and equal opportunity for the operation of agreed services for the carriage of traffic between the territories of the parties;

2. In the operation by the designated airline or airlines of either Contracting Party of the agreed services, the interests of the designated airlines of the other Contracting Party shall be taken into consideration

so as not to affect unduly the services which the latter provide on all or part of the same routes.

## ARTICLE IX

1. The tariffs to be charged by the airline or airlines of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to relevant factors including cost of operation, reasonable profit, and the tariff of other airlines as applied on the specified routes or segments thereof.

2. The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed by the designated airline or airlines concerned of both Contracting Parties, in consultation with other airlines operating over a whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least ninety (90) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines cannot agree on any of these tariffs, and if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this Article, or if during the first 30 days of the 90 days' period referred to in paragraph (3) of this Article one Contracting party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article and on the determination of any tariff under paragraph (4) the dispute shall be settled in accordance with the provisions of Article XII of the present Agreement.

6. Subject to the provisions of paragraph (3) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

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7. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

## **ARTICLE X**

In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex hereto.

## **ARTICLE XI**

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by one other Contracting Party for the purpose of operating the routes and services described in the Annex to this Agreement. Each Contracting Party reserves the right to refuse to recognize for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

## **ARTICLE XII**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first-place endeavor to settle it by negotiation between themselves. This negotiation shall begin within 60 days after receipt of the request by one Party from the other.

2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute shall be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within one month after such period of two months. If either Contracting Party fails to designate its arbitrator within the period specified, or if the third arbitrator is not agreed, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third state and shall act as President to the arbitral body.

3. Unless otherwise provided by the Contracting Parties, the arbitral body shall determine its seat and prescribe its own rules of procedure.
4. The arbitral body shall endeavor to resolve the dispute by unanimous vote. However, if this is not possible, the decision of the arbitral body shall be determined by a majority vote.
5. The Contracting Parties undertake to comply with any decision given under paragraphs (2), (3) and (4) of this Article.

### **ARTICLE XIII**

1. If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request.
2. Modifications to routes may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.
3. Any modification so agreed upon pursuant to paragraphs (1) and (2), above, shall come into effect after confirmation thereof by an exchange of diplomatic notes.

### **ARTICLE XIV**

The present Agreement and any modification thereto in accordance with Article XIII, above, shall be registered with the International Civil Aviation Organization.

### **ARTICLE XV**

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to

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have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

## ARTICLE XVI

The present Agreement shall enter into force and effect on the date of the exchange of diplomatic notes, indicating that the formalities required by each Contracting Party have been accomplished.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE at Manila, Philippines, this 21st day of January 1969, in duplicate in the English language, and signed at The Hague on 8th day of May 1969.

FOR THE GOVERNMENT  
OF THE PHILIPPINES:

FOR THE KINGDOM OF  
THE NETHERLANDS:

(Sgd.) GAUTTIER BISNAR

(Sgd.) H.J. SPANJAARD

Ambassador

Director, National  
Civil Aeronautics Services

### DEPARTMENT OF FOREIGN AFFAIRS

No. 70-734

*The Department of Foreign Affairs presents its compliments to the Netherlands Embassy and has the honor to refer to the Air Transport Agreement between the Government of the Republic of the Philippines and the Government of the Kingdom of the Netherlands, signed at the Hague on May 8, 1969.*

*Both Governments having complied with the necessary formalities for the coming into force of the Agreement, the diplomatic notes may be exchanged, pursuant to Article XVI thereof, on March 19, 1970, the date agreed upon by the Department and the Embassy.*

*The Department avails itself of this opportunity to renew to the Embassy the assurances of its highest consideration.*

*Manila, 19 March 1970*

ROYAL NETHERLANDS EMBASSY

No. 897

*The Royal Netherlands Embassy presents its compliments to Department of Foreign Affairs of the Republic of the Philippines and with reference to the latter's note of March 19, 1970, No. 70-734 and to Article XVI of the Air Transport Agreement signed on May 8, 1969 at The Hague between the Government of the Kingdom of Netherlands and the Government of the Republic of the Philippines, has the honor to inform the Department that the constitutional formalities with regard to the approval of said Agreement have been complied with by the Government of the Kingdom of Netherlands.*

*The legal requirements having thus been met by both parties, the Agreement shall come into force on the date of this Note in accordance with the provisions of the Agreement.*

*The Royal Netherlands Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.*

*Manila, 19 March 1970*



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## **CUSTOMS MATTERS**

### **AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE KINGDOM OF THE NETHERLANDS ON MUTUAL ADMINISTRATIVE ASSISTANCE IN CUSTOMS MATTERS**

The Republic of the Philippines and the Kingdom of the Netherlands, hereafter referred to as the Contracting Parties;

Considering the importance of accurate assessment of customs duties and other taxes collected at importation or exportation and of ensuring proper enforcement of measures of prohibition, restriction and control;

Considering that offences against customs law are prejudicial to their economic, fiscal, social, cultural, public health and commercial interests;

Considering that cross-frontier trafficking in narcotic drugs and psychotropic substances, hazardous goods, endangered species and toxic waste constitutes a danger to society;

Considering that illegal cross-border trafficking in weapons, explosives, chemical, biological and nuclear substances constitutes a danger to society;

Considering that both the business community as customs administrations will benefit from the development of facilitation and security in the international trade supply chain;

Recognizing the need for international co-operation in matters related to the application and enforcement of their customs laws;

Convinced that action against customs offences can be made more effective by close co-operation between their customs administrations based on clear legal provisions;

Having regard to the Recommendation on Mutual Administrative Assistance and the Declaration on the Improvement of Customs Co-operation and Mutual Administrative Assistance (the Cyprus Declaration), adopted in December 1953 and June 2000 respectively by the Customs Co-operation Council, now known as the World Customs Organization;

Having regard also to international conventions containing prohibitions, restrictions and special measures of control in respect of specific goods;

Have agreed as follows:

## **CHAPTER I DEFINITIONS**

### **Article 1**

For the purposes of this Agreement:

- a) the term “customs administration” shall mean:
  - for the Republic of the Philippines: the Bureau of Customs;
  - for the Kingdom of the Netherlands: the central administration responsible for the implementation of customs law in each part of the Kingdom of the Netherlands mentioned in the second paragraph of Article 21;
- b) the term “customs law” shall mean: any legal and administrative provisions applicable or enforceable by the customs administrations in connection with the importation, exportation, transshipment, transit, storage and circulation of goods, including legal and administrative provisions relating to measures of prohibition, restriction and control;
- c) the term “customs offence” shall mean: any breach or attempted breach of customs law as defined by the legislation of each Contracting Party;
- d) the term “customs claim” shall mean: any amount of Customs duties that cannot be collected in one of the Contracting Parties;
- e) the term “customs duties” shall mean all duties, taxes, fees or any other charges which are levied in the territories of the Contracting Parties in application of Customs law, but not including fees and charges for services rendered;
- f) the term “person” shall mean: both natural and legal persons, unless otherwise required;
- g) the term “personal data” shall mean: any data concerning an identified or identifiable natural person;
- h) the term “information” shall mean: any data, documents, reports, certified or authenticated copies thereof or other communications in any format, including electronic;
- i) the term “international trade supply chain” shall mean all processes involved in the cross-border movement of goods from the place of origin to the place of final destination;
- j) the term “official” shall mean: any Customs officer or other government agent designated to apply Customs law;
- k) the term “requesting administration” shall mean: the customs administration which requests assistance;
- l) the term “requested administration” shall mean: the customs administration from which assistance is requested.

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## **CHAPTER II**

### **SCOPE OF THE AGREEMENT**

#### **Article 2**

1. The Contracting Parties shall through their customs administrations afford each other administrative assistance under the terms set out in this Agreement, for the proper application of customs law and for the prevention, investigation and combating of customs offences, as well as for the recovery of customs claims.
2. All assistance under this Agreement by either Contracting Party shall be performed in accordance with its legal and administrative provisions and within the limits of its customs administration's competence and available resources.
3. This Agreement is without prejudice to the present and future obligations of the Contracting Parties resulting from other international agreements.
4. This Agreement is intended solely for the mutual administrative assistance between the Contracting Parties; the provisions of this Agreement shall not give rise to a right on the part of any private person to obtain, suppress or exclude any evidence or to impede the execution of a request.
5. This Agreement is without prejudice to rules governing mutual assistance in criminal matters. If mutual assistance should be afforded in accordance with another agreement in force between the Contracting Parties, the requested administration shall indicate which relevant authorities are concerned.

## **CHAPTER III**

### **SCOPE OF ASSISTANCE**

#### **Article 3**

1. The customs administrations shall provide each other, either on request or on their own initiative, with information which helps to ensure the proper application of customs law and the prevention, investigation and combating of customs offences and the security of the international supply chain as well as the recovery of customs claims.
2. Either customs administration shall, in making inquiries on behalf of the other customs administration, act as if the inquiries were being made on its own account or at the request of another authority of its own state.

#### **Article 4**

1. On request, the requested administration shall provide all information about customs law and procedures applicable in that Contracting Party and relevant to inquiries relating to a customs offence.
2. Either customs administration shall communicate, on its own initiative and without delay, any available information relating to:
  - a) new customs law enforcement techniques having proved their effectiveness;
  - b) new trends, means or methods of committing customs offences;
  - c) other data that can assist Customs administrations with risk assessment for control and facilitation purposes.

#### **Article 5**

The customs administrations may provide each other technical assistance in customs matters including:

- a) exchange of customs officers when mutually beneficial for the purpose of advancing the understanding of each other's techniques;
- b) training and assistance in developing specialized skills of customs officers;
- c) exchange of information and experience relating to the usage of interdiction and detection equipment;
- d) exchange of experts knowledgeable about customs matters;
- e) exchange of professional, scientific and technical data relating to customs law and procedures.

### **CHAPTER IV SPECIAL INSTANCES OF ASSISTANCE**

#### **Article 6**

On request, the requested administration shall in particular provide the requesting administration with the following information:

- a) whether goods which are imported into the customs territory of the requesting Contracting Party have been lawfully exported from the customs territory of the requested Contracting Party;
- b) whether goods which are exported from the customs territory of the requesting Contracting Party have been lawfully imported into the customs territory of the requested Contracting Party and about the customs procedure, if any, under which the goods have been placed.

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## **Article 7**

1. On request, the requested administration shall maintain special surveillance over:
  - a) persons known to the requesting administration to have committed a customs offence or suspected of doing so, particularly those moving into and out of the customs territory of the requested Contracting Party;
  - b) goods either in transport or in storage notified by the requesting administration as giving rise to suspected illicit traffic towards the customs territory of the requesting Contracting Party;
  - c) means of transport suspected by the requesting administration of being used to commit customs offences in the customs territory of the requesting Contracting Party;
  - d) premises in the territory of the requested Contracting Party known to have been used or suspected of being used in connection with the commission of a Customs offence in the territory of the requesting Contracting Party.
2. The customs administrations may permit, according to their national legislation, by mutual agreement and arrangement, under their supervision, the controlled importation into, exportation from or transit via the customs territory of their respective states of goods involved in illicit traffic in order to suppress such illicit traffic.

## **Article 8**

1. The customs administrations shall provide each other, either on request or on their own initiative, with information on transactions, completed or planned, which constitute or appear to constitute a customs offence.
2. In serious cases that could involve substantial damage to the economy, public health, public security or any other vital interest of one Contracting Party, the customs administration of the other Contracting Party shall, wherever possible, supply such information without delay on its own initiative.

## **Article 9**

The customs administrations may, by mutual arrangement, exchange any information covered by this Agreement on an automatic basis. Such exchange will be arranged in accordance with paragraph 2 of Article 20 of this Agreement.

### **Article 10**

1. The customs administrations shall afford each other assistance with a view to the recovery of customs claims in accordance with their respective national legal and administrative provisions for the recovery of their own duty and tax claims.
2. The customs administrations shall, subject to the consent which may be required from other national government agencies, by common agreement prescribe rules concerning the application of this Article in accordance with paragraph 2 of Article 20 of this Agreement.

## **CHAPTER V INFORMATION**

### **Article 11**

1. Original information shall only be requested in cases where certified or authenticated copies or computer-based information would be insufficient, and shall be returned as soon as possible; rights of the requested administration or of third parties relating thereto shall remain unaffected.
2. Any information to be exchanged under this Agreement shall be accompanied by all relevant information for interpreting or utilizing it.

## **CHAPTER VI EXPERTS AND WITNESSES**

### **Article 12**

On request, the requested administration may authorize its officials to appear before a court or tribunal or before an administrative or quasi-judicial body in the territory of the requesting Contracting Party as experts or witnesses in a matter related to the application of customs law.

## **CHAPTER VII COMMUNICATION OF REQUESTS**

### **Article 13**

1. Requests for assistance under this Agreement shall be addressed directly to the customs administration of the other Contracting Party, shall be made in writing and shall be accompanied by any documents deemed useful. In urgent circumstances, requests

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- may also be made verbally. Such requests shall be promptly confirmed in writing.
2. Requests made pursuant to paragraph 1 of this Article, shall include the following details:
    - a) the administration making the request;
    - b) the subject of and reason for the request;
    - c) a brief description of the matter, the legal elements and the nature of the proceeding;
    - d) the names and addresses of the parties concerned with the proceeding, if known.
  3. A request by either customs administration that a certain procedure be followed shall be complied with, subject to the legal and administrative provisions of the requested Contracting Party.
  4. The information referred to in this Agreement shall be communicated only to officials who are designated for this purpose by each customs administration. A list of officials so designated shall be furnished to the customs administration of the other Contracting Party in accordance with paragraph 2 of Article 20 of this Agreement.

## **CHAPTER VIII EXECUTION OF REQUESTS**

### **Article 14**

If the requested administration does not have the information requested, it shall initiate inquiries to obtain that information in accordance with its national legal and administrative provisions.

### **Article 15**

1. On written request, officials designated by the requesting administration may, with the authorization of the requested administration and subject to conditions the latter may impose, for the purpose of investigating a customs offence:
  - a) examine in the offices of the requested administration the documents, registers and other relevant data to extract any information in respect of that customs offence;
  - b) take copies of the documents, registers and other data relevant in respect of that customs offence;
  - c) be present in an advisory role during an inquiry conducted by the requested administration in the customs territory of the requested Contracting Party and relevant to the requesting administration.

2. When officials of either customs administration are present in the territory of the other Contracting Party under the terms of this Agreement, they must at all times be able to furnish proof of their official capacity.
3. They shall, while there, enjoy the same protection as that accorded to customs officials of the other Contracting Party, in accordance with the laws in force there, and be responsible for any offence they might commit.

## **CHAPTER IX CONFIDENTIALITY OF INFORMATION**

### **Article 16**

1. Any information received under this Agreement shall be used solely for the purposes of this Agreement and by the customs administrations, except in cases in which the customs administration which furnished such information expressly approves its use for other purposes or by other authorities. Such use shall then be subject to any restrictions laid down by the customs administration which furnished the information. Any such information may, if the national law of the furnishing Contracting Party so prescribes, only be used in criminal prosecutions after the public prosecution of judicial authorities in the furnishing Contracting Party have agreed to such use.
2. Any information received under this Agreement shall at least be subject to the same protection and confidentiality as the same kind of information is subject to under the national law having regard to the citizens of the Contracting Party where it is received irrespective of the nationality, citizenship or residence of the persons concerned.

### **Article 17**

1. Personal data exchanged under this Agreement shall be subject to a level of protection equivalent to the level of protection maintained by the Contracting Party providing the data.
2. Contracting Parties shall provide each other with all legislation relevant to this Article, concerning personal data protection of their respective States.
3. Personal data exchange shall not begin until the Contracting Parties have agreed in accordance with paragraph 2 of Article 20 of this Agreement that the level of protection is equivalent in either Contracting Party.



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## **CHAPTER X EXEMPTIONS**

### **Article 18**

1. The requested administration shall not be required to give the assistance provided for by this Agreement if it is likely to jeopardize public order or any other essential interest of the requested Contracting Party or would involve the violation of an industrial, commercial or professional secret.
2. If the requesting administration would be unable to comply if a similar request were made by the requested administration, it shall draw attention to that fact in its request. Compliance with such a request shall be at the discretion of the requested administration.
3. Assistance may be postponed by the requested administration on the ground that it will interfere with an ongoing investigation, prosecution or proceeding. In such a case the requested administration shall consult with the requesting administration to determine if assistance can be given subject to such terms or conditions as the requested administration may require.
4. Where assistance is denied or postponed, reasons for the denial or postponement shall be given.

## **CHAPTER XI COSTS**

### **Article 19**

1. The customs administrations shall waive all claims for reimbursement of costs incurred in the execution of this Agreement, except for expenses and allowances paid to experts and to witnesses as well as costs of interpreters other than Government employees, which shall be borne by the requesting administration.
2. Pecuniary consequences of acts of recovery which have been found unjustified in respect of the reality of the customs claim concerned or of the validity of the instrument permitting enforcement in the requesting Contracting Party, shall be borne by the requesting administration.
3. If expenses of a substantial and extraordinary nature are or will be required to execute the request, the Contracting Parties shall consult to determine the terms and conditions under which the request is or will be made as well as the manner in which the costs shall be borne.

## **CHAPTER XII IMPLEMENTATION OF THE AGREEMENT**

### **Article 20**

1. The customs administrations shall take measures so that their officials responsible for the investigation or combating of customs offences maintain personal and direct relations with each other.
2. The customs administrations shall decide on further detailed arrangements, within the framework of this Agreement, to facilitate the implementation of this Agreement.
3. The customs administrations shall endeavor to resolve by mutual accord any problem or doubt arising from the interpretation or application of this Agreement.
4. Conflicts, for which no solutions are found, shall be settled through diplomatic channels.

## **CHAPTER XIII TERRITORIAL APPLICATION**

### **Article 21**

1. This Agreement will be applicable in the territories of both States in accordance with international law.
2. As far as the Kingdom of the Netherlands is concerned, this Agreement shall be applicable in the European part of the Netherlands, in Aruba, Curaçao and Sint Maarten, and in the Caribbean part of the Netherlands (Bonaire, Saba and Sint Eustatius).

## **CHAPTER XIV ENTRY INTO FORCE AND TERMINATION**

### **Article 22**

This Agreement shall enter into force on the first day of the second month after the Contracting Parties have notified each other in writing through diplomatic channels that the constitutional or internal requirements for the entry into force of this Agreement have been complied with.

### **Article 23**

1. This Agreement is intended to be of unlimited duration but either Contracting Party may terminate it at any time by notification through diplomatic channels.

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2. The Contracting Parties may terminate the application of this Agreement in respect of each separate part of the Kingdom of the Netherlands.
  3. The termination shall take effect three months from the date of the notification of denunciation to the other Contracting Party. Ongoing proceedings at the time of termination shall nonetheless be completed in accordance with the provisions of this Agreement.

#### **Article 24**

The Contracting Parties shall meet in order to review this Agreement on request or at the end of five years from the date of its entry into force, unless they notify one another in writing that no such review is necessary.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

DONE at Manila, Philippines, on this 4th day of February 2011, in duplicate, in the English language.

For the Republic of the  
Philippines,

For the Kingdom of the  
Netherlands,

(Sgd.) A. ALVAREZ

(Sgd.) R. G. BRINKS

## **DIPLOMATIC PRIVILEGES**

### **MEMORANDUM OF UNDERSTANDING ON RECIPROCAL PERMISSION ON THE GAINFUL EMPLOYMENT OF DIPLOMAT'S DEPENDENTS**

#### **1. Definition of Terms**

For the purpose of this Arrangement

- a. "Employee assigned to official duty" means a diplomatic agent, career consular officer or member of the administrative and technical staff of diplomatic missions, consular posts and missions to international organisations.
- b. "Dependant" means the spouse of the employee assigned to official duty who has been notified as such by the sending State and has been accepted as such by the receiving State.

#### **2. Authorisation to engage in Gainful Employment and Termination of Employment**

- a. Dependants will be authorized to engage in gainful employment in the receiving State in accordance with the provisions of the laws and regulations of that State.
- b. Permission for a dependant to continue or take up employment will terminate at the end of the assignment in the receiving State of the employee assigned to official duty.
- c. A dependant who takes up employment in accordance with the provisions of this Arrangement will not thereby be entitled to continue to reside in the receiving State nor to remain in such employment or to enter into other employment after permission has been terminated in accordance with subparagraph a of this paragraph.

#### **3. Procedures**

- a. The following procedures will be followed for Philippine dependants in the Kingdom of The Netherlands:
  - i. A request for authorization to engage in gainful employment will be sent on behalf of the dependant by the Philippine Embassy in The Hague to the Protocol Department of the Netherlands Ministry of Foreign Affairs, specifying the position applied for;
  - ii. Upon verification that the person is a dependant of an employee assigned to official duty, the Protocol Department will inform the Embassy that the dependant is authorized to engage in gainful

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- employment. The position mentioned in the preceding subparagraph will be printed on the identification card of the dependant;
- iii. Should a dependant seek to change his employment at any time after receiving a work permit, a further request for authorization must be sought.
  - b. The following procedures will be followed for Netherlands dependants in the Republic of the Philippines:
    - i. A request for authorization to engage in gainful employment will be sent on behalf of the dependant by the Royal Netherlands Embassy in Manila to the Office of Protocol, Department of Foreign Affairs of the Republic of the Philippines, specifying the position applied for;
    - ii. Upon verification that the person is a dependant of an employee assigned to official duty, the Office of Protocol will inform the Embassy that the dependant is authorized to engage in gainful employment. The position mentioned in the preceding subparagraph will be printed on the identification card of the dependant.
    - iii. Should a dependant seek to change his employment at any time after receiving a work permit, a further request for authorization must be sought.
  - 4. Immunity
    - a. Dependants who obtain employment under this Arrangement will respect the civil and criminal laws of the receiving State. In particular, they will comply with the requirements of the applicable laws and regulations relevant to labour in the Kingdom of the Netherlands or the Republic of the Philippines.
    - b. It is understood that dependants who obtain employment under this Arrangement have no immunity from civil and administrative jurisdiction with respect to matters arising out of such employment. In the event of such dependants acting in violation of the criminal law of the receiving State in the course of such employment, the sending State will waive the immunity of the dependant concerned from the criminal jurisdiction of the receiving State in respect of any act carried out in the course of employment, without prejudice to the right of the sending State in special instances to adjudge such waiver to be contrary to its interests, and in such circumstances, to refuse such waiver.
    - c. In determining what action will be taken in the event a dependant is charged with a crime related to the

employment, the Signatories will consult with a view towards satisfying each other's legitimate interests.

- d. A waiver of immunity from criminal proceedings will not be construed as extending to immunity from execution of the judgement, for which a specific waiver will be required. In such cases the sending State will give serious consideration to waiving the latter immunity.

5. Fiscal and Social Security Regimes

Dependants who engage in gainful employment in accordance with this Arrangement will be subject to the fiscal and social security regimes of the receiving State for all matters connected with their gainful employment in that State.

6. Duration and Termination

This Arrangement will remain in effect for an indefinite period. Either side may terminate it at any time by giving ninety (90) days notice in writing to the other State.

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## ENVIRONMENT

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF FOREIGN AFFAIRS OF THE KINGDOM OF THE NETHERLANDS CONCERNING COOPERATION ON THE SUSTAINABLE DEVELOPMENT OF THE MANILA BAY AREA**

RECOGNIZING the National Economic and Development Authority of the Government of the Republic of the Philippines (GPH) and the Ministry of Foreign Affairs of the Government of the Kingdom of the Netherlands (GNL) (singularly hereinafter referred to as respectively 'NEDA' and 'the Ministry' and together referred to as 'Participants'),

RECOGNIZING the existing friendly relations between the Participants;

RECOGNIZING the importance of a sustainable and comprehensive institutional framework for the development of the Manila Bay area;

DESIRING to further promote these friendly ties and to promote collaboration between the Participants with the view of fostering innovation and sustainability in the formulation of a comprehensive master plan for the sustainable development of the Manila Bay area;

CONVINCED of the necessity of a lasting and effective cooperation in the interest of the Participants whilst promoting development, innovation and sustainability;

BELIEVING that the establishment of such cooperation would serve their common interests and contribute to the enhancement and development of future Programs/Activities/Projects (PAPs), among others, coastal protection works, solid waste management, water resources management, transportation infrastructure, reclamation activities, in the Manila Bay area;

Participants have reached the following understanding:

#### **PARAGRAPH I. BACKGROUND**

##### **SECTION 1.1**

The demand for the development of the Manila Bay area to boost

economic growth vis-à-vis the obligation of the Philippines to protect and improve the natural environment is a matter that the GPH has to deliberately consider and balance. In spite of the substantial and profound economic benefits from the Manila Bay area and the many challenges besetting the severely degraded area, there is neither an overarching plan nor a supervising entity that is responsible and accountable for its management and development.

## SECTION 1.2

The Manila Bay Sustainable Development Master Plan (hereinafter referred to as the ‘Study’) will assist in the assessment and approval of the PAPs to be implemented within the Manila Bay area in accordance with local, regional and national priority policies, and without prejudice to the activities being arranged by other stakeholders, among others, the Department of Environment Natural Resources (DENR) as lead agency in implementing the Operational Plan for the Manila Bay Coastal Strategy (OPMBCS) towards the cleaning up, rehabilitation and preservation of the Manila Bay.

## SECTION 1.3

It is envisioned that the Study will benefit from private sector investments aimed at innovations to achieve strategic management and development goals, among others, for inclusive growth, ecosystem protection, climate change adaptation and disaster risk reduction, water quality improvement and upgrading informal settlements, whilst subsequently aspiring to relieve public budgets.

## PARAGRAPH 2. SCOPE AND AREAS OF COOPERATION

In accordance with Paragraph 1 of this Memorandum of Understanding (MoU), the cooperation of the Participants will comprise the following areas:

A. cooperation in the formulation of the Study, which will guide Philippine decision-makers in the assessment and approval of PAPs for implementation in and around the Manila Bay area, especially concerning ecosystem protection, climate change adaptation and disaster risk reduction, coastal protection, solid waste management, water resources management, transportation infrastructure, reclamation activities, slum development and private sector development, supported by a comprehensive institutional and legal framework.

B. other areas of cooperation which the Participants consider relevant and which are directly related to the objective of this MoU.



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## PARAGRAPH 3. IMPLEMENTATION

### SECTION 3.1

To facilitate the implementation of this MoU, the Participants may enter into relevant and/or necessary specific arrangements, considering that the Participants jointly decide on such arrangements. These arrangements may include, among others, underlying project plans, Terms of Reference (TOR) and/or contract documents, which will further specify, for example, the design and/or effect of the Study.

### SECTION 3.2

NEDA will be the coordinating office and will set up a Steering Committee and Technical Committee for the Study. The said Committees, acting as the Advisory Board, will review the outputs of the Dutch Expert Team (DET) and the Local Consulting Firm (LCF). The Steering Committee, which will be comprised of the members of the NEDA Board Committee on Infrastructure — Technical Board (INFRACOM-TB) and supported by the INFRACOM Secretariat, will provide guidance to the DET and the LCF as necessary.

Under the Steering Committee is the Technical Committee composed of various stakeholders, including (1) representatives from National Government Agencies (NGAs) such as the mandamus agencies based on the 2008 and 2010 Supreme Court of the Philippines decisions on Manila Bay, having direct responsibilities and functions needed to enforce actions towards the clean-up of inlands and rivers that drain to the Bay and of the Bay itself; (2) Local Government Units (LGUs); (3) representatives from the affected Manila Bay areas; and (4) representatives from the GNL, who will be tasked to review the activities for the arrangements and endorse, as needed, inputs from the DET and/or LCF to the Steering Committee for approval.

NEDA will function as secretariat of the Technical Committee and will propose a working procedure for this Technical Committee which will be decided upon collectively by the Participants at the start of the Study.

All inputs to be provided by the foreign experts and LCF will be cleared by the DET in its capacity as oversight consultant to the former. The detailed project organization and functional relationship of the DET and the LCF will be further specified in the TOR for the engagement of services of the LCF. The following figure shows the proposed project management structure for the Study.

### SECTION 3.3

The Advisory Board will meet every six (6) months or more often if so required.

### PARAGRAPH 4. ROLE/CONTRIBUTION OF THE PARTICIPANTS SECTION 4.1

The contribution of the Ministry will consist of the provision of technical, supervisory and management services, including the provision of assistance for the engagement of the DET, provision of advisory/lead expertise in the master planning exercise and provision of assistance in the evaluation of the technical proposals for the procurement of the services of the LCF, More specifically, the Ministry will among others:

- A. assign and delegate the DET (refer also to Section 4.2);
- B. coordinate adequate GNL participation in the Technical Committee (part of the Advisory Board, refer to Section 3.2);
- C. carry out, regarding the DET, the contract implementation and management, including ensuring the delivery and quality of outputs, i.e., through monitoring and evaluation of the progress of the Study and approval of reports, as specified in the TOR for the formulation of the Study;
- D. provide assistance in coordination with relevant agencies of the GNL related to the Study;
- E. evaluate the acceptability/correctness of the deliverables for the purposes of fund release/payment to the DET;
- F. detail counterpart technical personnel to the project for the purpose of on-the-job capacity building/technology transfer; and
- G. together with Philippine partners, propose actions for disseminating lessons learned under the Study in international fora such as the Delta Coalition.

### SECTION 4.2

To ensure the application of the knowledge and experience of the Netherlands in the planning and programming of PAPs as considered in Paragraph 1 of this MoU, Deltares, an independent knowledge institute in the Netherlands, will be the DET and carry out the supervisory and project management role with regard to the technical aspect of the Study.

### SECTION 4.3

The total value of the contribution of the Ministry will be at least one (1) million euros and will not exceed one million two hundred and eighty thousand (EUR 1.280.000,00) inclusive of such charges as referred to in

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Section 4.4 and taking into consideration Section 5.2 hereof.

These contributions will come from several Dutch public budgets and programs. These contributions will be administrated by the Rijkswaterstaat agency of the GNL and will be audited at the end of the project. The audit report will be shared with NEDA.

#### SECTION 4.4

The contribution of the Ministry will not be used to pay any taxes, fees, customs duties or any other levies or charges imposed directly or indirectly by the Philippines on any goods, materials, equipment, vehicles and services purchased or acquired to meet the requirements of the Study or in relation to the implementation of this MoU. As far as the DET will be subjected to tax levies, NEDA will reserve a budget for paying these taxes.

#### SECTION 4.5

The contribution of the Philippines will consist of the provision of human resources, necessary/available information/data (i.e., relevant written/published materials), coverage of possible local taxes of the DET, and technical and administrative inputs necessary to meet the requirements of the Study.

Particularly on NEDA's end, it will facilitate the engagement of the LCF to complement the DET. More specifically, NEDA will, among others:

- A. be responsible for the procurement and tendering of the consultancy services in compliance with the Republic Act (RA) No. 9184 and its Revised Implementing Rules and Regulations (IRR) of the Philippines through its NEDA Bids and Awards Committee (NBAC);
- B. be responsible for contract implementation and management, including ensuring the delivery and quality of outputs, i.e., through monitoring and evaluation of the progress of the Study and approval of reports, as specified in the TOR for the formulation of the Study;
- C. provide assistance in coordination with other agencies related to the Study;
- D. evaluate the acceptability/correctness of the deliverables for the purposes of fund release/payment to the consultants;
- E. be responsible for the preparation and submission of financial reports as required by the Department of Budget and Management (DBM) of the Philippines and other reportorial requirements relative to the fund administration;

F. detail counterpart technical personnel to the project for the purpose of on-the-job capacity building/technology transfer; and

G. together with Dutch partners propose actions for disseminating lessons learned under the Study in international fora such as the Delta Coalition.

#### SECTION 4.6

The total value of the contribution of the Philippines will not exceed seventy-five million pesos (PhP75,000,000.00) inclusive of such charges referred to in Section 4.4 and taking into consideration Section 5.2 hereof, in accordance with existing domestic laws of the Philippines.

### PARAGRAPH 5. FINANCIAL UNDERSTANDINGS

#### SECTION 5.1

The financial arrangements to cover expenses for the cooperative activities within the framework of the MoU will be jointly decided upon by the Participants, including the specifications of experts, including but not limiting to, the input of time, tariffs and per diem.

#### SECTION 5.2

In view of the objectives espoused in this MoU, the funding requirement for the DET needed in order to meet the requirements of the Study will be borne by the Ministry and NEDA. The Ministry will cover 51% of the total requirements while NEDA will cover 49% (not exceeding PhP75,000,000.00 as mentioned in Section 4.6 hereof, and taking Section 4.4 into consideration) of the same. The procurement of international experts under the grant technical assistance will be governed by the procurement laws/rules of the GNL. On the other hand, the procurement of local experts will be under the NEDA counterpart will be governed by the procurement laws/rules of the GPH.

### PARAGRAPH 6. REVISION, MODIFICATION AND AMENDMENT

The Participants may jointly decide to revise, modify or amend all or any part of this MoU.

Such revision, modification or amendment will be reduced into writing and will form part of this MoU. Any revision, modification or amendment will come into operation on the date of signature by both Participants hereof and will not prejudice understandings arising from or based

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on this MoU prior or up to the date of such revision, modification or amendment.

#### PARAGRAPH 7. SETTLEMENT OF DISPUTES

Any differences or disputes between the Participants arising out of the interpretation, implementation and/or application of any of the provisions of this MoU will be settled amicably through joint consultation and/or negotiations between the Participants through diplomatic channels, without reference to any third Participant or international tribunal.

#### PARAGRAPH 8. SUSPENSION

Each Participant may, for reasons of national security, national interest, public order or public health, suspend temporarily, either in whole or in part, the implementation of this MoU.

However, prior notice and consultation, on the basis of mutual respect and partnership, will take place before either Participant can exercise its right to suspend the MOU.

Upon failure of the parties to resolve and reach an agreement, suspension of the MOU will take effect immediately after a notification has been given to the other Participant through diplomatic channels.

#### PARAGRAPH 9. FINAL PROVISIONS

##### SECTION 9.1

This MoU will come into operation on the date of signature by both Participants, and will continue to have effect for three (3) years. It may be extended for a similar or shorter period upon joint understanding in writing of the Participants at least three (3) months prior to the termination of the MoU.

##### SECTION 9.2

A Participant may terminate this MoU by giving a written notice to the other Participant through diplomatic channels at least two (2) months before the intended date of termination.

Acceptance by the other Participant of such written notice will also be made in writing. The termination will not affect the implementation of the ongoing PAPs which have been decided upon prior to the date of the termination of this MoU.

SECTION 9.3

This MoU does not create any rights or obligations under international law.

The foregoing record represents the understandings reached between the Ministry and NEDA on matters referred to therein.

SIGNED in duplicate at the NEDA-sa-Pasig Building, Ortigas Center, Pasig City on the 22nd day of January, 2018.

FOR THE NATIONAL  
ECONOMIC AND  
DEVELOPMENT AUTHORITY  
OF THE GOVERNMENT OF  
THE REPUBLIC OF THE  
PHILIPPINES

FOR THE MINISTRY OF  
FOREIGN AFFAIRS OF THE  
GOVERNMENT OF THE  
KINGDOM OF THE  
NETHERLANDS

(Sgd.)  
ERNESTO M. PERNIA  
Socioeconomic Planning  
Secretary

(Sgd.)  
MARION DERCKX  
Netherlands Ambassador to the  
Philippines

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## **ECONOMIC AND TECHNICAL COOPERATION**

### **MEMORANDUM OF UNDERSTANDING ON ECONOMIC AND TECHNOLOGICAL CO-OPERATION BETWEEN THE DEPARTMENT OF TRADE AND INDUSTRY OF THE PHILIPPINES AND THE MINISTRY OF ECONOMIC AFFAIRS OF THE NETHERLANDS**

The Department of Trade and Industry of the Philippines and the Ministry of Economic Affairs of the Netherlands, hereinafter referred as “the Parties”,

Desiring to develop and intensify economic and technology co-operation on the basis of equally and for their mutual benefit,  
Have reached the following understanding:

#### **Article I**

1. The Parties, in accordance with the laws and regulations of the respective countries, undertake to facilitate and encourage economic and technological co-operation;
2. The Parties shall endeavor to encourage economic progress of the respective countries and recognise that the exchange of technical and practical knowledge, the further improvement of bilateral trade as well as mutual investments, are factors that contribute to the development of human and material resources of the countries.
3. The Parties recognise that private investments play an important role in the development of the economy of their countries and the Parties therefore agree to promote appropriate measures for the development and maintenance of a favourable climate for investment.

#### **Article 2**

The Parties recognise that the co-operation referred to in Article 1 of this Memorandum of Understanding may concern the following areas.

- a) trade and investment
- b) agriculture/ agribusiness
- c) transport and communication
- d) energy
- e) services sector (a/o, banking, consulting, shipping, transport, tourism).
- f) environmental technology
- g) flood control/ land reclamation

Subject to approval of both Parties the above list of areas may be amended or completed.

### **Article 3**

The co-operation referred to in Article 1 of this Memorandum of Understanding shall in particular be implemented through co-operation programs and projects within the abovementioned areas to include inter alia:

1. the facilitation of direct contacts and the exchange of information;
2. the joint conduct of reason projects;
3. the exchange of visits and study tours of specialised delegations research personnel etc.
4. the development of training techniques and systems and the training of technical personnel and
5. the organization of symposia and meetings on subjects of mutual interest.

### **Article 4**

1. The parties may designate co-ordinating authorities for the implementation of particular co-operation and programs and projects within the areas mentioned in Article 2 of this Memorandum of Understanding;

2. The co-ordinating authorities of the Government of the Philippines and the Netherlands may conclude separate arrangements specifying the terms and conditions of particular co-operation programs or projects, the procedures to be followed, financial arrangements and other appropriate matters.

### **Article 5**

Either Party may purpose consultations on matters affecting the implementation of this Memorandum of Understanding.

Consultations may be held through diplomatic channels or by means of a meeting between the two Parties which may be represented by the co-ordinating/implementing agencies concerned in order to:

- a) discuss any matters pertaining to the implementation of this Memorandum of Understanding



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b) explore and define sectors in which the co-operation between the Parties could be broadened.

At the request of either side experts and advisors from both private and public sectors may be called upon to attend the meeting.

### **Article 6**

When convening in its own country, each Party shall bear the costs that result from the implementation of this Memorandum of Understanding, as well as the cost of its own advisers, experts. etc., unless other arrangements are made.

### **Article 7**

Subject to the approval of both Parties, companies, associations and organisations of third countries may participate in particular co-operation projects or programs.

### **Article 8**

This Memorandum of Understanding will become effective upon signature and will remain in force until terminated upon written notification by either Party.

Notwithstanding the termination of this memorandum of Understanding on-going projects shall be completed in accordance with specific agreements related to such projects.

DONE at The Hague, on March 6th 1995;  
in two original copies in the English language.

(Sgd.)

The Secretary of Trade  
And Industry of the Philippines

(Sgd.)

The Minister of Economic  
Affairs of the Netherlands

**FISCAL MATTERS**

**CONVENTION BETWEEN THE REPUBLIC OF THE  
PHILIPPINES AND THE KINGDOM OF THE NETHERLANDS  
FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE  
PREVENTION OF FISCAL EVASION WITH RESPECT TO  
TAXES ON INCOME**

The Government of the Republic of the Philippines and the Government of the Kingdom of the Netherlands,

Desiring to conclude a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income,

Have agreed as follows:

**ARTICLE 1  
PERSONAL SCOPE**

1. This Convention shall apply to persons who are residents of one or both of the States.
2. Nothing in this Convention shall be construed as depriving the Philippines of the right to tax its own citizens who are residents of the Netherlands with respect to income derived from dependent or independent services exercised outside of the Philippines in accordance with the laws of the Philippines, but the Netherlands shall not be bound to give for that reason any exemption or credit for such tax.

**ARTICLE 2  
TAXES COVERED**

1. This Convention shall apply to taxes on income imposed on behalf of one of the States, irrespective of the manner in which they are levied.
2. There shall be regarded as taxes on income all taxes imposed on total income or on elements of income, including taxes on gains from the alienation of movable or immovable property and taxes on the total amounts of wages or salaries paid by enterprises.
3. The existing taxes to which the Convention shall apply are, in particular:
  - (a) in the case of the Philippine

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- the income taxes imposed by the Government of the Republic of the Philippines (hereinafter referred to as “Philippine tax”).

(b) in the case of Netherlands

- de inkomstenbelasting (income tax),
- de loonbelasting (wages tax),
- de vennootschapsbelasting (company tax),
- de dividend belasting (dividend tax),

4. The Convention shall apply also to any identical or substantially similar taxes on income which are imposed after the date of signature of this Convention in addition to, or in place of, the existing taxes. The competent authorities of the States shall notify to each other any substantial changes which have been made in their respective taxation laws.

### **ARTICLE 3**

#### **GENERAL DEFINITIONS**

1. In this Convention, unless the context otherwise requires:

a) the term “State” means, as the context requires; the term “States” means the Philippines or the Netherlands;

b) the term “Philippines” used in a geographical sense means the national territory comprising the Republic of the Philippines;

c) the term “the Netherlands” comprises the part of the Kingdom of the Netherlands that is situated in Europe and the part of the sea bed and its sub-soil under the North Sea, over which the Kingdom of the Netherlands has sovereign rights in accordance with international law;

d) the term “person” comprises an individual, a company, an estate, an irrevocable trust, and any other body of persons;

e) the term “company” means anybody corporate or any other entity which is treated as a body corporate for tax purposes;

f) the terms “enterprise of one of the States” and “enterprise of the other State” mean respectively an enterprise carried on by a resident of one of the States and an enterprise carried on by a resident of the other State;

g) the term “competent authority” means the Minister or Secretary of Finance of one of the States or his duly authorized representative;

h) the term “national” means:

(i) any individual possessing the nationality or citizenship of one of the States;

(ii) any legal person, partnership and association created, organized or incorporated under the laws of one of the States;

i) the term “international traffic” means any transport by ship or aircraft operated by an enterprise of one of the States, except when the ship or aircraft is operated solely between places in the other State.

2. As regards the application of the Convention by either of the States, any term not otherwise defined shall, unless the context otherwise requires, have the meaning which it has under the laws of that State relating to the taxes which are the subject of this Convention.

#### **ARTICLE 4**

#### **FISCAL DOMICILE**

1. For the purposes of this Convention, the term “resident of one of the States” means any person who, under the law of that State, is liable to taxation therein by reason of his domicile, residence, place of management or any other criterion of a similar nature.

2. For the purposes of this Convention an individual, who is a member of a diplomatic or consular mission of one of the States in the other State or in a third State and who is a national of the sending State, shall be deemed to be a resident of the sending State.

3. Where by reason of the provisions of paragraph 1 an individual is a resident of both States, then this case shall be determined in accordance with the following rules:

a) he shall be deemed to be a resident of the State in which he has a permanent home available to him. If he has a permanent home

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available to him in both States, he shall be deemed to be a resident of the State with which the personal and economic relations are closer (centre of vital interests);

b) if the State in which he has his centre of vital interests cannot be determined, or if he has not a permanent home available to him in either State, he shall be deemed to be a resident of the State in which he has a habitual abode;

c) if he has a habitual abode in both States or in neither of them, he shall be deemed to be a resident of the State of which he is a national;

d) if he is a national of both States or of neither of them, the competent authorities of the States shall settle the question by mutual agreement.

4. Where by reason of the provisions of paragraph 1, a person other than an individual is a resident of both States, then the competent authorities shall determine by mutual agreement the State of which that person shall be deemed to be a resident.

## **ARTICLE 5**

### **PERMANENT ESTABLISHMENT**

1. For the purposes of this Convention, the term “permanent establishment” means a fixed place of business in which the business of the enterprise is wholly or partly carried on.

2. The term “permanent establishment” includes especially:

(a) a place of management;

(b) a branch;

(c) an office;

(d) a factory;

(e) a workshop;

(f) a mine, quarry or other place of exploration or extraction of natural resources;

(g) a building site or construction or assembly project or supervisory activities in connection therewith, where such site, project or activity continues for a period of more than 183 days;

(h) the furnishing of services including consultancy services by an enterprise through an employee or other personnel where activities of that nature continue (for the same or a connected project) for a period

or periods exceeding in the aggregate 183 days within any twelve-month period.

3. The term “permanent establishment” shall be deemed not to include:

(a) the use of facilities solely for the purpose of storage or display of goods or merchandise belonging to the enterprise;

(b) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of storage or display;

(c) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of processing by another enterprise;

(d) the maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise, or for collecting information, for the enterprise;

(e) the maintenance of a fixed place of business solely for the purpose of advertising, for the supply of information, for scientific research or for similar activities which have a preparatory or auxiliary character, for the enterprise.

4. A person acting in one of the States on behalf of an enterprise of the other State - other than an agent of an independent status to whom paragraph 6 applies - shall be deemed to be a permanent establishment in the first-mentioned State if:

a) he has, and habitually exercises in the first-mentioned State, an authority to conclude contracts in the name of the enterprise, unless his activities are limited to the purchase of goods or merchandise for the enterprise; or

b) he maintains in the first-mentioned State a stock of goods or merchandise belonging to the enterprise from which he regularly delivers goods or merchandise on behalf of the enterprise.

5. An insurance enterprise of one of the States shall, except with regard to reinsurance, be deemed to have a permanent establishment in the other State if it collects premiums in the territory of that other State or insures risks situated therein through an employee or through a representative who is not an agent of an independent status within the meaning of

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paragraph 6. 6. An enterprise of one of the States shall not be deemed to have a permanent establishment in the other State merely because it carries on business in that other State through a broker, general commission agent or any other agent of an independent status, where such persons are acting in the ordinary course of their business.

6. The fact that a company which is a resident of one of the States controls or is controlled by a company which is a resident of the other State, or which carries on business in that other State (whether through a permanent establishment or otherwise), shall not of itself constitute either company a permanent establishment of the other.

## **ARTICLE 6**

### **INCOME FROM IMMOVABLE PROPERTY**

1. Income from immovable property, including income from agriculture or forestry, may be taxed in the State in which such property is situated.

2. The term “immovable property” shall be defined in accordance with the law of the State in which the property in question is situated. The term shall in any case include property accessory to immovable property, livestock and equipment used in agriculture and forestry, rights to which the provisions of general law respecting landed property apply, usufruct of immovable property and rights to variable or fixed payments as consideration for the working of, or the right to work, mineral deposits, sources and other natural resources, excluding bonds or debentures; ships, boats and aircraft shall not be regarded as immovable property.

3. The provisions of paragraph 1 shall apply to income derived from the direct use, letting, or use in any other form of immovable property.

4. The provisions of paragraphs 1 and 3 shall also apply to the income from immovable property of an enterprise and to income from immovable property used for the performance of professional services.

## **ARTICLE 7**

### **BUSINESS PROFITS**

1. The profits of an enterprise of one of the States shall be taxable only in that State unless the enterprise carries on business in the other State through a permanent establishment situated therein. If the enterprise carries on business as aforesaid, the profits of the enterprise may be taxed in the other State but only so much of them as is attributable to that permanent establishment.

2. Subject to the provisions of paragraph 3, where an enterprise of one of the States carries on business in the other State through a permanent establishment situated therein, there shall in each State be attributed to that permanent establishment the profits which it might be expected to make if it were a distinct and separate enterprise engaged in the same or similar activities under the same or similar conditions and dealing wholly independently with the enterprise of which it is a permanent establishment.
3. In the determination of the profits of a permanent establishment, there shall be allowed as deductions expenses which are incurred for the purposes of the permanent establishment including executive and general administrative expenses so incurred, whether in the State in which the permanent establishment is situated or elsewhere.
4. In the application of paragraph 3, no deduction shall be allowed in respect of amounts charged - otherwise than with respect to expenses actually incurred - by the head office of the enterprise or any of its other offices to the permanent establishment, by way of royalties, fees or other similar payments in return for the use of patents or other rights, or by way of commission, for specific services performed or for management, or, except in the case of a banking enterprise, by way of interest on moneys made available to the permanent establishment. Likewise, no account shall be taken, in the determination of the profits of a permanent establishment, for such amounts charged - otherwise than with respect to expenses actually incurred - by the permanent establishment to the head office of the enterprise or any of its other offices.
5. No profits shall be attributed to a permanent establishment by reason of the mere purchase by that permanent establishment of goods or merchandise for the enterprise.
6. In the case of profits from survey, supply, installation or construction activities only so much of them is attributable to a permanent establishment as results from the actual performance of these activities through that permanent establishment.
7. Payments received by an enterprise of one of the States as a consideration for the furnishing of technical services in the other State, including studies or surveys of a scientific, geological or technical nature, or for engineering contracts and blue prints related thereto, or for consultant or supervisory services shall be deemed to be profits of an enterprise to which the provisions of this Article shall apply.
8. For the purposes of the preceding paragraphs, the profits to be attributed to the permanent establishment shall be determined by the



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same method year by year unless there is good and sufficient reason to the contrary.

9. Where profits include items of income which are dealt with separately in other Articles of this Convention, then the provisions of those Articles shall not be affected by the provisions of this Article.

## **ARTICLE 8**

### **SHIPPING AND AIR TRANSPORT**

1. Profits derived by an enterprise of one of the States from the operation of ships and aircraft in international traffic may be taxed in that State.

2. However, such profits may also be taxed in the other State, but only in so far as such profits are derived from that other State. The tax so charged shall not exceed the lesser of

a) the rate of 1 1/2 per cent applied on the gross revenue derived from that other State, or

b) the lowest rate of Philippine tax applied on such profits derived by an enterprise of a third State.

3. For the purposes of this Article, profits derived from the other State mean profits as determined under its domestic law realized from the carriage of passengers, excess baggage, mail, livestock or goods boarded or loaded in that other State by a shipping enterprise doing business in that State of passage documents sold therein or from uplifts anywhere in the world by an international carrier doing business in that other State of passage documents sold therein, provided that in such cases the mail, livestock or goods originate from that other State. Profits realized from the carriage of passengers, excess baggage, mail, livestock or goods which are brought to that other State solely for transshipments, or for transfer from one aircraft to another or from an aircraft to a ship or from a ship to an aircraft shall not be included. Profits from chartered flights originating from that other State shall be deemed to be derived from that State regardless of the place of sale of the passage documents. For purposes of determining the taxability of profits from chartered flights, the term "originating from that other State" shall include flights of passengers who stay in that other State for more than 48 hours prior to embarkation.

4. The provisions of paragraphs 1, 2 and 3 shall also apply to profits from the participation in a pool, a joint business or an international operating agency.

## **ARTICLE 9 ASSOCIATED ENTERPRISES**

Where

- a) an enterprise of one of the States participates directly or indirectly in the management, control or capital of an enterprise of the other State, or
- b) the same persons participate directly or indirectly in the management, control or capital of an enterprise of one of the States and an enterprise of the other State,

and in either case conditions are made or imposed between the two enterprises in their commercial or financial relations which differ from those which would be made between independent enterprises, then any profits which would, but for those conditions, have accrued to one of the enterprises, but, by reason of those conditions, have not so accrued, may be included in the profits of that enterprise and taxed accordingly.

## **ARTICLE 10 DIVIDENDS**

1. Dividends paid by a company which is a resident of one of the States to a resident of the other State may be taxed in that other State.
2. However, such dividends may also be taxed in the State of which the company paying the dividends is a resident and according to the laws of that State, but if the recipient is the beneficial owner of the dividends the tax so charged shall not exceed:
  - a) 10 per cent of the gross amount of the dividends if the recipient is a company the capital of which is wholly or partly divided into shares and which holds directly at least 10 per cent of the capital of the company paying the dividends;
  - b) 15 per cent of the gross amount of the dividends in all other cases.
3. The competent authorities of the States shall by mutual agreement settle the mode of application of paragraph 2.
4. The provisions of paragraph 2 shall not affect the taxation of the company in respect of the profits out of which the dividends are paid.

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5. The term “dividends” as used in this Article means income from shares, “jouissance” shares or “jouissance” rights, mining shares, founders’ shares or other rights participating in profits, as well as income from debt-claims participating in profits and income from other corporate rights which is subjected to the same taxation treatment as income from shares by the taxation law of the State of which the company making the distribution is a resident.

6. The provisions of paragraphs 1 and 2 shall not apply if the recipient of the dividends, being a resident of one of the States, carries on business in the other State, of which the company paying the dividends is a resident, through a permanent establishment situated therein or performs in that other State professional services from a fixed base situated therein, and the holding in respect of which the dividends are paid is effectively connected with such permanent establishment or fixed base. In such a case, the provisions of Article 7 or Article 14, as the case may be, shall apply.

7. If a resident of one of the States has a permanent establishment in the other State, this permanent establishment may be subject to an additional tax on the profits remitted by that permanent establishment to its head office in accordance with the law of the last-mentioned State, but the additional tax so charged shall not exceed 10 per cent of the amount of the remitted profits. This provision shall not apply to profits mentioned in Article 8.

8. Where a company which is a resident of one of the States derives profits or income from the other State, that other State may not impose any tax on the dividends paid by the company, except insofar as such dividends are paid to a resident of that other State or insofar as the holding in respect of which the dividends are paid is effectively connected with a permanent establishment or a fixed base situated in that other State, nor subject the company’s undistributed profits to a tax on the company’s undistributed profits, even if the dividends paid or the undistributed profits consist wholly or partly of profits or income arising in such other State.

## **ARTICLE 11**

### **INTEREST**

1. Interest arising in one of the States and paid to a resident of the other State may be taxed in that other State.

2. However, such interest may also be taxed in the State in which it arises and according to the laws of that State, but if the recipient is the beneficial owner of the interest the tax so charged shall not exceed:

a) 10 per cent of the gross amount if such interest is paid

(i) in connection with the sale on credit of any industrial, commercial or scientific equipment, or

(ii) on any loan of whatever kind granted by a bank, or any other financial institution,

(iii) in respect of public issues of bonds, debentures or similar obligations.

b) 15 per cent of the gross amount of the interest in all other cases.

3. Notwithstanding the provisions of paragraph 2:

a) interest arising in one of the States and paid in respect of a bond, debenture or other similar obligation of the Government of that State or of a political subdivision or local authority thereof shall be exempt from tax in that State;

b) interest arising in one of the States and paid in respect of a loan made by or guaranteed or insured by the Government of the other State, the central bank of that other State or any agency or instrumentality (including a financial institution) owned or controlled by that Government shall be exempt from tax in the first-mentioned State.

4. The competent authorities of the States shall by mutual agreement settle the mode of application of paragraphs 2 and 3.

5. The term "interest" as used in this Article means income from Government securities, bonds or debentures, whether or not secured by mortgage but not carrying a right to participate in profits, and debt-claims of every kind as well as all other income assimilated to income from money lent by the taxation law of the State in which the income arises. Penalty charges for late payment shall not be regarded as interest for the purpose of this Article.

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6. The provisions of paragraphs 1, 2 and 3 shall not apply if the recipient of the interest, being a resident of one of the States, carries on in the other State in which the interest arises, a trade or business through a permanent establishment situated therein, or performs in that other State professional services from a fixed base situated therein, and the debt-claim in respect of which the interest is paid is effectively connected with such permanent establishment or fixed base. In such a case, the provisions of Article 7 or Article 14, as the case may be, shall apply.

7. Interest shall be deemed to arise in one of the States when the payer is that State itself, a political subdivision, a local authority or a resident of that State. Where, however, the person paying the interest, whether he is a resident of one of the States or not, has in one of the States a permanent establishment or fixed base in connection with which the indebtedness on which the interest is paid was incurred, and that interest is borne by that permanent establishment or fixed base, then such interest shall be deemed to arise in the State in which the permanent establishment or fixed base is situated.

8. Where, owing to a special relationship between the payer and the recipient or between both of them and some other person, the amount of the interest paid, having regard to the debt-claim for which it is paid, exceeds the amount which would have been agreed upon by the payer and the recipient in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In that case, the excess part of the payment shall remain taxable according to the law of each State, due regard being had to the other provision of this Convention.

## **ARTICLE 12**

### **ROYALTIES**

1. Royalties arising in one of the States and paid to a resident of the other State may be taxed in that other State.

2. However, such royalties may also be taxed in the State in which they arise, and according to the laws of that State, but if the recipient is the beneficial owner of the royalties the tax so charged shall not exceed:

(a) 10 per cent of the gross amount of the royalties where the royalties are paid by an enterprise registered, and engaged in preferred areas of activities in that State; and

(b) 15 per cent of the gross amount of the royalties in all other cases.

3. The competent authorities of the States shall by mutual agreement settle the mode of application of paragraph 2.

4. The term “royalties” as used in this Article means payments of any kind received as a consideration for the use of, or the right to use, any copyright of literary, artistic or scientific work including cinematograph films or tapes for radio or television broadcasting, any patent, trademark, design or model, plan, secret formula or process, or for the use of, or the right to use, industrial, commercial or scientific equipment, or for information concerning industrial, commercial or scientific experience.

5. The provisions of paragraphs 1 and 2 shall not apply if the recipient of the royalties, being a resident of one of the States, carries on business in the other State in which the royalties arise, through a permanent establishment situated therein, or performs in that other State professional services from a fixed base situated therein, and the right or property in respect of which the royalties are paid is effectively connected with such permanent establishment or fixed base. In such a case, the provisions of Article 7 or Article 14, as the case may be, shall apply.

6. Royalties shall be deemed to arise in one of the States when the payer is that State itself, a political subdivision, a local authority or a resident of that State. Where, however, the person paying the royalties, whether he is a resident of one of the State or not, has in one of the States a permanent establishment or fixed base in connection with which the obligation to pay the royalties was incurred, and those royalties are borne by that permanent establishment or fixed base, then such royalties shall be deemed to arise in the State in which the permanent establishment or fixed base is situated.

7. Where, owing to a special relationship between the payer and the recipient or between both of them and some other person, the amount of the royalties paid, having regard to the use, right or information for which they are paid, exceeds the amount which would have been agreed upon by the payer and the recipient in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In that case, the excess part of the payments shall remain taxable according to the law of each State, due regard being had to the other provisions of this Convention.

### **ARTICLE 13**

#### **GAINS FROM THE ALIENATION OF PROPERTY**

1. Gains from the alienation of immovable property, as defined in paragraph 2 of Article 6, may be taxed in the State in which such property is situated.

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2. Gains from the alienation of movable property forming part of the business property of a permanent establishment which an enterprise of one of the States has in the other State, or of movable property pertaining to a fixed base available to a resident of one of the States in the other State for the purpose of performing professional services, including such gains from the alienation of such permanent establishment (alone or together with the whole enterprise) or of such a fixed base, may be taxed in the other State.

3. Notwithstanding the provisions of paragraph 2, gains derived by an enterprise of one of the States from the alienation of ships and aircraft operated in international traffic and movable property pertaining to the operation of such ships or aircraft shall be taxable only in that State.

4. Gains from the alienation of any property other than those mentioned in paragraphs 1, 2 and 3, shall be taxable only in the State of which the alienator is a resident.

5. The provisions of paragraph 4 shall not affect the right of each of the States to levy according to its domestic law a tax on gains from the alienation of any property derived by an individual who is a resident of the other State and has been a resident of the first-mentioned State at any time during the six years immediately preceding the alienation of the property.

#### **ARTICLE 14**

#### **INDEPENDENT PERSONAL SERVICES**

1. Income derived by a resident of one of the States in respect of professional services or other independent activities of a similar character shall be taxable only in that State unless he has a fixed base regularly available to him in the other State for the purpose of performing his activities. If he has such a fixed base, the income may be taxed in the other State but only so much of it as is attributable to that fixed base.

2. The term “professional services” includes especially independent scientific, literary, artistic, educational or teaching activities as well as the independent activities of physicians, lawyers, engineers, architects, dentists and accountants.

#### **ARTICLE 15**

#### **DEPENDENT PERSONAL SERVICES**

1. Subject to the provisions of Articles 16, 18, 19 and 20 salaries, wages and other similar remuneration derived by a resident of one of the States in respect of an employment shall be taxable only in that State unless the employment is exercised in the other State. If the employment is so

exercised, such remuneration as is derived therefrom may be taxed in that other State.

2. Notwithstanding the provisions of paragraph 1, remuneration derived by a resident of one of the States in respect of an employment exercised in the other State shall be taxable only in the first-mentioned State if:

(a) the recipient is present in the other State for a period or periods not exceeding in the aggregate 183 days in the fiscal year concerned, and

(b) the remuneration is paid by, or on behalf of, an employer who is not a resident of the other State, and

(c) the remuneration is not borne by a permanent establishment or a fixed base which the employer has in the other State.

3. Notwithstanding the preceding provisions of this Article, remuneration derived by a resident of one of the States who is a member of the regular crew or complement of a ship or aircraft operated in international traffic shall be taxable only in that State.

## **ARTICLE 16**

### **DIRECTORS' REMUNERATION**

1. Directors' fees and other remuneration derived by a resident of the Netherlands in his capacity as a member of the board of directors of a company which is a resident of the Philippines may be taxed in the Philippines.

2. Directors' fees and other remuneration derived by a resident of the Philippines in his capacity as a "bestuurder" or a "commissaris" of a company which is a resident of the Netherlands may be taxed in the Netherlands.

3. Where the remuneration mentioned above is derived by persons, who exercise activities in real and regular functions in a permanent establishment situated in the other State than the State of which the company is a resident, and is borne as such by that permanent establishment, then, notwithstanding the provisions of paragraphs 1 and 2, such remuneration may be taxed in the State in which the permanent establishment is situated.



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**ARTICLE 17**  
**ARTISTES AND ATHLETES**

1. Notwithstanding the provisions of Articles 5, 7, 14 and 15 income derived by entertainers, such as theatre, motion picture, radio or television artistes, and musicians, and by athletes, from their personal activities as such, and income derived from the furnishing by an enterprise of the services of such entertainers or athletes, may be taxed in the State in which these activities are performed.

2. The provisions of paragraph 1 shall not apply to income derived from activities performed in one of the States by entertainers and athletes if the visit to that State is substantially supported by public funds of the other State, including any political subdivision, local authority or statutory body thereof, nor to income derived by a non-profit organization in respect of such activities no part of which income is payable to, or otherwise available for the personal benefit of, any proprietor, member or shareholder thereof if the organization is certified as qualifying under this provision by the competent authority of the other State.

**ARTICLE 18**  
**PENSIONS AND ANNUITIES**

1. Subject to the provisions of paragraph 2 of this Article and paragraph 1 of Article 19, pensions and other similar remuneration paid in consideration of past employment to a resident of one of the States and any annuity paid to such a resident, shall be taxable only in that State.

2. However, such income may also be taxed in the other State in so far as it is charged as such against profits derived in that other State by an enterprise of that other state or by an enterprise having a permanent establishment therein.

**ARTICLE 19**  
**GOVERNMENTAL FUNCTIONS**

1. Remuneration, including pensions, paid by, or out of funds created by, one of the States or a political subdivision or a local authority thereof to any individual in respect of services rendered to that State or subdivision or local authority thereof in the discharge of functions of a governmental nature may be taxed in that State.

2. However, the provisions of Article 15, 16 and 18 shall apply to remuneration or pensions in respect of services rendered in connection

with any trade or business carried on by one of the States or a political subdivision or a local authority thereof.

3. Paragraph 1 shall not apply in so far as services are rendered to a State in the other State by a resident of that other State who is not a citizen or national of the first- mentioned State.

## **ARTICLE 20**

### **PROFESSORS AND TEACHERS**

1. Payments which a professor or teacher who is a resident of one of the States and who is present in the other State for the purpose of teaching or scientific research for a maximum period of two years in a university, college or other establishment for teaching or scientific research in that other State, receives for such teaching or research, shall be taxable only in the first-mentioned State.

2. This Article shall not apply to income from research if such research is undertaken not in the general interest but primarily for the private benefit of a specific person or persons.

## **ARTICLE 21**

### **STUDENTS**

1. An individual who immediately before visiting one of the States is a resident of the other State and is temporarily present in the first-mentioned State for the primary purpose of;

(a) studying at a recognized university, college or school in that first-mentioned State; or

(b) securing training as a business apprentice, shall be exempt from tax in the first-mentioned State in respect of:

(i) all remittances from abroad for the purpose of his maintenance, education or training; and

(ii) any remuneration for personal services performed in the first-mentioned State in an amount not in excess of 5,000 guilders or the equivalent in Philippine currency, as the case may be, for any taxable year. The benefits under this paragraph shall only extend for such period of time as may be reasonable or customarily required to effectuate the purpose of the visit.

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2. An individual who immediately before visiting one of the States is a resident of the other State and is temporarily present in the first-mentioned State for a period not exceeding three years for the purpose of study, research or training solely as a recipient of a grant, allowance or award from a scientific, educational, religious or charitable organization or under a technical assistance programme entered into by one of the States, a political subdivision or a local authority thereof shall be exempt from tax in the first-mentioned State on:

a) the amount of such grant, allowance or award; and

b) any remuneration for personal services performed in the first-mentioned State provided such services are in connection with his study, research or training or are incidental thereto and the duration of such services does not exceed an aggregate of 183 days in any taxable year.

## **ARTICLE 22**

### **ELIMINATION OF DOUBLE TAXATION**

1. The Netherlands, when imposing tax on its residents, may include in the basis upon which such taxes are imposed the items of income which, according to the provisions of this Convention, may be taxed in the Philippines.

2. Without prejudice to the application of the provisions concerning the compensation of losses in the unilateral regulations for the avoidance of double taxation, where a resident of the Netherlands derives items of income which according to Article 6, Article 7, paragraph 6 of Article 10, paragraph 6 of Article 11, paragraph 5 of Article 12, paragraphs 1 and 2 of Article 13, Article 14, paragraph 1 of Article 15, paragraphs 1 and 3 of Article 16, paragraph 2 of Article 18 and Article 19 of this Convention may be taxed in the Philippines and are included in the basis referred to in paragraph 1, the Netherlands shall exempt such items of income by allowing a proportionate reduction of its tax. This reduction shall not, however, exceed that part of the Netherlands tax as computed before the reduction is given, which is otherwise due on the said items of income.

3. Further, the Netherlands shall allow a deduction from the Netherlands tax so computed for the items of income which according to paragraph 2 of Article 8, paragraph 2 of Article 10, paragraph 2 of Article 11, paragraph 2 of Article 12 and Article 17 of this Convention may be taxed in the Philippines to the extent that these items are included in the basis referred to in paragraph 1. The amount of this deduction shall be equal to the tax paid in the Philippines on these items of income, but shall not

exceed that part of the Netherlands tax which is otherwise due on the said items of income.

4. For the purposes of paragraph 3, where the Philippine tax actually paid on interest and royalties arising in the Philippines is lower than 15 per cent, then, the tax paid in the Philippines on these items of income shall be deemed to be 15 per cent.

5. Subject to the existing provisions of the laws of the Philippines of tax paid outside the Philippines and to subsequent modifications of those provisions - which shall not affect the general principles thereof - tax payable under the laws of the Netherlands on profits, income or gains arising in the Netherlands shall be deducted from any Philippine tax payable in respect of such profits, income or gains. The deduction shall not, however, exceed that part of the Philippine income tax, as computed before the deduction is given, which is otherwise due on the income which may be taxed in the Netherlands.

6. If a resident of one of the States derives gains which may be taxed in the other State in accordance with paragraph 5 of Article 13, that other State shall allow a deduction from its tax on such gains to an amount equal to the tax levied in the first-mentioned State on the said gains.

### **ARTICLE 23**

#### **NON-DISCRIMINATION**

1. The nationals of one of the States shall not be subjected in the other State to any taxation or any requirement connected therewith, which is other or more burdensome than the taxation and connected requirements to which nationals of that other State in the same circumstances are or may be subjected.

2. The taxation on a permanent establishment which an enterprise of one of the States has in the other State shall not be less favourably levied in that other State than the taxation levied on enterprises of that other State carrying on the same activities. This provision shall not be construed as obliging one of the States to grant to residents of the other State any personal allowances, reliefs and reductions for taxation purposes on account of civil status or family responsibilities which it grants to its own residents.

3. Except where the provisions of Article 9, paragraph 8 of Article 11, or paragraph 7 of Article 12, apply, interest, royalties and other disbursements paid by an enterprise of one of the States to a resident of the other State shall, for the purpose of determining the taxable profits of

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such enterprise, be deductible under the same conditions as if they have been paid to a resident of the first-mentioned State.

4. Enterprises of one of the States, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other State, shall not be subjected in the first-mentioned State to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which other similar enterprises of the first-mentioned State are or may be subjected.

5. In this Article the term “taxation” means taxes of every kind and description.

6. With respect to the taxes referred to in Article 2, nothing in this Article shall prevent the Philippines from limiting to its citizens or corporations the enjoyment of tax incentives granted under Article 44 of Presidential Decree No. 1789, as amended by B.P. No. 391, otherwise known as the Investment Policy Act.

## **ARTICLE 24**

### **MUTUAL AGREEMENT PROCEDURE**

1. Where a resident of one of the States considers that the actions of one or both of the States result or will result for him in taxation not in accordance with this Convention, he may, notwithstanding the remedies provided by the national laws of those States, present his case to the competent authority of the State of which he is a resident or, if his case comes under paragraph 1 of Article 23, to that of the State of which he is a national. This case must be presented within two years, to that of the action giving rise to taxation not in accordance with the Convention.

2. The competent authority shall endeavour, if the objection appears to it to be justified and if it is not itself able to arrive at an appropriate solution, to resolve the case by mutual agreement with the competent authority of the other State, with a view to the avoidance of taxation not in accordance with the Convention. A State is not obliged to implement an agreement reached after the expiration of five years from the end of the taxable year in issue.

3. The competent authorities of the States shall endeavour to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of this Convention. They may also consult together for the elimination of double taxation, or the prevention of fiscal evasion in cases not provided for in the Convention.

4. The competent authorities of the States may communicate 'with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs.

## **ARTICLE 25**

### **EXCHANGE OF INFORMATION**

1. The competent authorities of the States shall exchange such information (being information which such authorities have in proper order at their disposal) as is necessary for the carrying out of his Convention, in particular for the prevention of fraud, and for the administration of statutory provisions against legal avoidance concerning taxes covered by this Convention. Any information received by the competent authority of one of the States shall be treated as secret in the manner as information obtained under the domestic laws of that State and shall be disclosed only to persons or authorities (including courts and administrative bodies) concerned with the assessment or collection of, enforcement or prosecution in respect of, or the determined of appeals in relation to, the taxes to which this Convention applies and shall be used only for such purposes.

2. In no case shall provisions of paragraph 1 be construed so as to impose on one of the States the obligation

(a) to carry out administrative measure at variance with the laws or the administrative practice of that or of the other State;

(b) to supply particulars which are not obtainable under the laws or in the normal course of the administration of that or of the other State;

(c) to supply information which would disclose any trade, business, industrial, commercial or professional secret or trade process, or information, the disclosure of which would be contrary to public policy.

## **ARTICLE 26**

### **DIPLOMATIC AND CONSULAR OFFICIALS**

Nothing in this Convention shall affect the fiscal privileges of diplomatic or consular officials under the general rules of international law or under the provisions of special agreements.

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**ARTICLE 27**  
**TERRITORIAL EXTENSION**

1. This Convention may be extended either in its entirety or with any necessary modifications to the Netherlands Antilles and/or to Aruba.
2. Unless otherwise agreed the termination of the Convention shall also terminate the application of the Convention to the Netherlands Antilles and/or to Aruba.

**ARTICLE 28**  
**ENTRY INTO FORCE**

1. This Convention shall be ratified and the instruments of ratification shall be exchanged at Manila as soon as possible.
2. The Convention shall enter into force upon the exchange of the instruments of ratification and its provisions shall have effect:
  - a) in respect of tax withheld at the source on amounts paid on or after the first day of January in the calendar year next following that in which the exchange of instruments of ratification takes place; and
  - b) in respect of other taxes for taxation years and periods beginning on or after the first day of January in the calendar year next following that in which the exchange of instruments of ratification takes place.

**ARTICLE 29**  
**TERMINATION**

This Convention shall continue in effect indefinitely but either State may, on or before June 30 in any calendar year after the expiration of a period of five years from the date of entry into force, give notice of termination, through diplomatic channels, to the other State and in such event the Convention shall cease to have effect:

- a) in respect of tax withheld at the source on amounts paid on or after the first day of January in the calendar year next following that in which the notice is given; and
- b) in respect of other taxes for taxation years and periods beginning on or after the first day of January in the calendar year next following that in which the notice is given.

IN WITNESS whereof the undersigned, duly authorized thereto, have signed this Convention.

DONE at MANILA this 9th day of March, 1989, in duplicate, in the English language.

For the Government of the  
Republic of the Philippines:

(Sgd.)

For the Government of the  
Kingdom of the Netherlands:

(Sgd.)

## **PROTOCOL**

At the moment of signing the Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, this day concluded between the Republic of the Philippines and the Kingdom of the Netherlands, the undersigned have agreed that the following provisions shall form an integral part of the Convention.

### **I.**

#### **AD ARTICLE 3**

The competent authorities shall determine by mutual agreement the application of the Convention to an estate as meant in sub-paragraph d of paragraph 1 of Article 3.

### **II**

#### **AD ARTICLE 9**

It is understood that cost-sharing arrangements or general services agreements, for or based on the allocation of executive, general administrative, technical and commercial expenses, research and development expenses and other similar expenses, do not by themselves alone indicate a non-arm's length transaction.

### **III**

#### **AD ARTICLE 10**

The provisions of sub-paragraph a of paragraph 2 of Article 10 shall not apply, if the company which is a resident of the Netherlands suffers Netherlands company tax on the dividends which it receives from the company which is a resident of the Philippines. In such case the provisions of sub-paragraph b of paragraph 2 of Article 10 shall apply.



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**IV**  
**AD ARTICLE 10, 11 and 12**

Applications for the restitution of tax levied and paid not in accordance with the provisions of Articles 10, 11 and 12 have to be lodged with the competent authority of the State having levied the tax within a period of two years after which the tax has been levied and paid.

**V**  
**AD ARTICLE 22**

a) It is understood that, in so far as the Netherlands income tax or company tax is concerned, the basis meant in the first paragraph of Article 22 is the “onzuivereinkomen” or “winst” in terms of the Netherlands Income Tax Law or Company Tax Law, respectively.

b) Notwithstanding the provisions of paragraph 4 of Article 22, as far as royalties are concerned, the percentage mentioned in that paragraph shall be increased by 5 per cent as long as the Philippines domestic legislation provides for a tax at source on royalties which is not lower than 35 per cent.

IN WITNESS whereof the undersigned, duly authorized thereto, have signed this protocol.

DONE at MANILA this 9th day of March, 1989, in duplicate, in the English language.

For the Government of the  
Republic of the Philippines:

(Sgd.)

For the Government of the  
Kingdom of the Netherlands:

(Sgd.)

## **INTER-COUNTRY ADOPTION**

### **MEMORANDUM OF AGREEMENT BETWEEN THE PHILIPPINES AND THE NETHERLANDS ON INTER- COUNTRY ADOPTION PROGRAM**

KNOW ALL MEN BY THESE PRESENTS:

The Department of Social Welfare of the Philippines, with central office at 389 San Rafael Street, Manila represented in this agreement by Mrs. Flora C. Eufemio, Director, Bureau of Family and Child Welfare, Manila, Philippines and the Ministry of Justice represented by Dr. J. Visser, Director of the Department of Child Welfare with office at Rijswijk, thus abiding by a common bond of public service and a common dedication to achieve the social, emotional, moral, physical and economic well-being for children have mutually agreed to uphold the provisions of the Universal Declaration of the Rights of the Child approved by the United Nations General Assembly on November 20, 1959, and the Child and Youth Welfare Code of the Philippines issued as Presidential Decree No. 603 by President Ferdinand E. Marcos on December 10, 1974 and undertake the implementation of an inter-country adoption program under the following general principles:

1. The child is one of the most important assets of a nation. Every effort should be exerted to promote his welfare and enhance his opportunities for a useful and happy life;
2. Every child has the right to a wholesome family life that will provide him with love, care and understanding, guidance and counselling and moral and materials security.

The dependent or abandoned child shall be provided with the nearest substitute for a home. Every child without exception whatsoever, shall be entitled to his rights without distinction on account of race, color, sex, language, religion, political or other opinion, nationality, or social origin, property, birth or other status, whether of himself, or his family.

3. Inter-country adoption shall be considered only when the child cannot be adopted in the Philippines.

## **POLICIES AND PROCEDURES**

### **A. Home study and matching of home child.**

The following policies and procedures will apply in the processing of application of prospective adoptive families:

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1. A Netherlands citizen who wishes to adopt a Filipino child shall apply with the Ministry of Justice who shall cause the conducting of a home study, and act through the Netherlands Inter-country Child Welfare Organization (NICWO) as intermediary which transmits home studies approved by the Ministry of Justice to the Director, Bureau of Family and Child Welfare, Department of Social Welfare, Manila, Philippines, for presentation to and consideration of its National Placement Committee.
  2. The following conditions should be observed in connection with adoption from the Philippines:
    - a. Applicant must be of age and in full possession of his civil rights and must be in a position to support and care for his legitimate, legitimated, acknowledged natural children or natural children by legal fiction, or other illegitimate children, in keeping with the means, both material and otherwise, of the family.
    - b. Applicant must be at least eighteen years older than the person to be adopted.
    - c. The prospective adoptive parents shall present certificates that each is qualified to adopt in his own country and each one is of good conduct with no criminal record such as crime involving moral turpitude.
    - d. The prospective adoptive parents shall present a written consent of the natural children (fourteen years and above) on the adoption plan.
    - e. An approved home study be presented along with the other documents required.
  3. The home study shall specifically state the motivation, readiness and suitability of the couple, their children and immediate community towards inter-country adoption placement, expectations, and other views that they may have regarding adoption of a Filipino child and include such other information necessary to a better understanding of the prospective adoptive home.
  4. The Department of Social Welfare (Philippines) through Director, Bureau of Family and Child Welfare upon recommendation of the National Placement Committee, shall have sole authority to approve placements of Filipino children.
  5. The Department of Social Welfare (Philippines) will notify NICWO of applications received through other channels.

6. Only six approved home studies shall be registered at one time with the Bureau of Family and Child Welfare, Department of Social Welfare, Philippines. Home studies of applicants that have not been matched with a child within six months after receipt thereof, shall be returned.
7. The following documents are required and should be sent to the Director, Bureau of Family and Child Welfare, Manila, Philippines, who shall acknowledge receipt of same by returning mail.
  - a. Approved home study (information to be held confidential).
  - b. Authorisation of entry of child (so called “beginsel-verklaring”)
  - c. Health certificate of the prospective adoptive parents and every member of the family
  - d. Certificate of good conduct of prospective adoptive parents and every adult member of the family.
  - e. Affidavit of support or certificate of income and property.
  - f. Birth and baptismal certificates of members of the family.
  - g. Recent pictures of prospective adoptive parents and children (if any)
  - h. Confidential psychiatric/psychological evaluation of prospective adoptive parents if and when available.
  - i. Photostatic copy of marriage certificate of couple.
  - j. References from at least three persons.

The documents concerning the applicants that are written in Dutch should be translated into English by a licensed translator whose credentials are authenticated by the Ambassador of the Philippines in the Netherlands, or his duly designated representative.

8. It shall be the responsibility of the Department of Social Welfare (Philippines) through its National Placement Committee to review the home study and the documents to further confirm the suitability of the prospective adoptive parents and to undertake the initial selection and matching of children and prospective adoptive parents within maximally six months after receipt of the home study.
9. Once a child has been initially matched with the couple, the Director, Bureau of Family and Child Welfare, Department of Social Welfare (Philippines) shall forward the following to NICWO

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- a. Social case history on the child
  - b. Medical reports
  - c. Pictures of the prospective child
  - d. List of expenses relevant to the placement

Information from the social case history on the child shall be held confidential but may be revealed to prospective adoptive parents by social workers who would supervise the pre-adoptive placement only if necessary, to their understanding and care of the child. Receipt of these documents shall be acknowledged immediately.

10. It shall be the responsibility of NICWO to undertake the confirmation of the matching and the necessary replacement plans with the prospective adoptive couple.
11. NICWO shall notify the Bureau of Family and Child Welfare, Department of Social Welfare, Philippines, of the acceptability of the child matched with a particular home within a month after receipt of information on the child. The Director of the Bureau of Family and Child Welfare shall issue a placement authority or a consent for adoption, which will be forwarded to the Department of Foreign Affairs in the Philippines as the basis for the issuance of the passport of said child.
12. In case the parents reject the matched child, NICWO shall inform the Department of Social Welfare.
13. Expenses incidental to the placement of the child shall be borne by the adopting parents.
14. Children leaving for abroad shall be escorted preferably by social workers involved in the home study or in the supervision of the pre-adoptive placement or of foster parents or house parents of the institution which has cared for the child. The prospective adoptive parents may fetch the child in case those workers mentioned are not available.
15. Pending appointment of a permanent guardian, the NICWO shall assume custody and temporal guardianship as soon as the child leaves the Philippines.

**B. Supervision of pre-adoptive placement**

1. The Secretary of the regional board of Child Protection shall be responsible over the assignment of the social worker best able to supervise the trial placement.

2. Translated copies of the two reports on the status of the child in placement shall be forwarded to the Bureau of Family and Child Welfare as soon as they are available.
3. Within the first year of placement the social worker in charge of NICWO shall make another two reports on the status of the child and forward these to the Bureau of Family and Child Welfare as soon as they are available.
4. The Bureau of Family and Child Welfare shall be informed of any significant changes in status of a placement of a child even before the reports are due.
5. In case of failure of placement while child is under pre-adoptive placement, the regional Board of Child Protection is authorized by law to remove the child immediately, plan for appropriate placement while leaving unabridged the rights of the prospective adoptive family as guaranteed by the Netherlands law, and inform the Department of Social Welfare, Philippines, immediately of actions taken.
6. The Bureau of Family and Child Welfare may refer for adoption children with physical or social conditions that make their placement difficult, provided that the children can be placed with Dutch prospective adoptive parents according to the guide lines of the Ministry of Justice of the Netherlands.

C. Other matters

1. The NICWO and the Bureau of Family and Child Welfare, Department of Social Welfare (Philippines) shall jointly arrange for the exchange of staff from all levels on involvement in the Inter-Country Adoption Program for a minimum period of time so as to provide opportunity for staff development.
2. Joint evaluation of the adjustment of adopted Filipino children shall be undertaken. The results shall be used for the modification of policies and procedures and enrichment of existing child welfare programs and services.
3. All donations in cash or in kind from adopting parents, organizations/agencies and others shall be forwarded to the Bureau of Family and Child Welfare, Department of Social Welfare, Philippines.
4. When adoption has been completed and the child becomes naturalized as a citizen of the country, the NICWO shall submit

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to the Department of Social Welfare a copy of Adoption Decree and naturalization papers. Receipt of these documents shall be acknowledged immediately and the NICWO is informed of notations made on the Civil Registry record on the child.

This Memorandum of Agreement shall take effect on the date the Agreement is signed by all the parties concerned.

IN WITNESS WHEREOF, the Department of Child Welfare, Ministry of Justice, Rijswijk, The Netherlands, and the Bureau of Family and Child Welfare, the Department of Social Welfare, Manila, Philippines have hereunto signed this Agreement

at Manila this 26th day of June  
1975,

(Sgd.) FLORA C. EUFEMIO  
Director  
Bureau of Family and Child  
Welfare  
Department of Social Welfare  
Manila, Philippines

At Rijswijk  
This 9th day of June 1975

(Sgd.) DR. J. VISSER  
Department of Child Welfare  
Ministry of Justice  
Rijswijk, The Netherlands

APPROVED:

At Manila, Philippines  
this 27th day of June 1975

(Sgd.) ESTEFANIA ALDABASLIM  
Secretary  
Department of Social Welfare

Netherlands Embassy,  
July 1, 1975

(Sgd.) R.R. SMITH  
Charge d' Affaires, a.i.

(Sgd.) PETRA R. DE JOYA  
Undersecretary

WITNESSES

For the Philippines:  
At Manila, Philippines  
This 27th day of June 1975

(Sgd.) Lenonor I. Luciano  
Member of the National Placement  
Committee

At Amsterdam  
This 9th day of June 1975

(Sgd.) J.H.M. Temmink  
President Netherlands Inter-  
Country  
Child Welfare Organization  
(NICWO)

## INVESTMENTS

### **AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE KINGDOM OF THE NETHERLANDS FOR THE PROMOTION AND PROTECTION OF INVESTMENTS**

The Government of the Republic of the Philippines and the Government of the Kingdom of the Netherlands

Desiring to strengthen the traditional ties of friendship between their countries, to extend and intensify their economic relations, and to encourage investments on the basis of equality and to the mutual benefit of both countries,

Have agreed as follows:

#### **ARTICLE 1**

For purposes of this Agreement:

(a) the term “territory” means:

- (i) with respect to the Republic of the Philippines, the territory defined in Article 1 of its Constitution;
- (ii) with respect to the Kingdom of the Netherlands, the territory which constitute the Kingdom of the Netherlands.

It includes the maritime areas adjacent to the coast of the Contracting Party concerned, to the extent to which that Party may exercise sovereign rights or jurisdiction in those areas according to international law.

(b) the term “nationals” shall comprise, with regard to a particular Contracting Party, of:

- (i) natural persons having the nationality of that Contracting Party in accordance with its laws;
- (ii) without prejudice to the provisions of (iii) hereafter, legal persons constituted in accordance with the law of that Contracting Party and actually doing business under the laws in force in any part of the territory of that Contracting Party wherein a place of effective management is situated;



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(iii) legal persons controlled, directly or indirectly, by nationals of that Contracting Party but constituted in accordance with the law of the other Contracting Party.

(c) the term “investment” shall comprise every kind or asset of lawful commerce and more particularly, though not exclusively, includes:

(i) movable and immovable property as well as any other property rights such as mortgages, liens, and pledges;

(ii) shares, stocks, and debentures or any interest in the property of nationals;

(iii) claims to money or to any performance having a financial value;

(iv) intellectual and industrial property rights, technical processes, knowhow and goodwill;

(v) business concessions conferred by law or under contract in accordance with or pursuant to law.

(d) the term “earnings” shall mean amounts yielded by an investment, particularly, though not exclusively, profits, interest, capital gains, dividends, royalties or fees.

## **ARTICLE 2**

This Agreement shall apply only to investments brought into, derived from, or directly connected with investments brought into the territory of one Contracting Party by nationals of the other Contracting Party in conformity with the former Party’s laws and regulations, including due registration with the appropriate agencies of the receiving Contracting Party, if so required by its laws.

## **ARTICLE 3**

1. Each Contracting Party shall encourage and create favorable conditions for investments, consistent with its national objectives, of nationals of the other Contracting Party, subject to the laws and regulations of the Party in whose territory the investment is made, including rules on registration and valuations of such investments, if any.

2. Investments of nationals of either Contracting Party shall, in their entry, operation, management, maintenance, use, enjoyment or disposal,

be accorded fair and equitable treatment and shall enjoy full protection and security in the territory of the other Contracting Party.

3. Each Contracting Party shall observe any obligation arising from a particular commitment it may have entered into with regard to a specific investment of nationals of the other Contracting Party.

#### **ARTICLE 4**

1. Each Contracting Party shall extend to investments, in its territory, of nationals of the other Contracting Party treatment no less favorable than that granted to investments of nationals of any third State.

2. The provisions of this Agreement relative to the grant of treatment no less favorable than that accorded to investments of nationals of any third State shall not be construed as to oblige one Contracting Party to extend to the nationals of the other Contracting Party the benefit of any treatment, preference or privilege resulting from:

(a) any existing or future customs union, common market, free trade area, or regional economic organization of which either Contracting Party is or may become a member;

(b) any international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation;

(c) membership in the Association of Southeast Asian Nations (ASEAN), with respect to the Republic of the Philippines.

#### **ARTICLE 5**

Investments or earnings of nationals of either Contracting Party shall not be subject to expropriation or nationalization or any measure equivalent thereto (in this article, all such measures are hereafter referred to as “expropriation”), except for public use, in the public interest, or in the interest of national defense and upon payment of just compensation. Such compensation shall amount to the market value of the investment expropriated or, in the absence of a determinable market value, the actual loss sustained, on or immediately before the date of expropriation. The compensation shall be made without undue delay, shall be effectively realizable and, subject to the provision of paragraph 3, Article 7, shall be freely transferable in a freely convertible currency to the country designated by the national affected. The national affected shall have a right, under the law of the Contracting Party making the expropriation,

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to prompt review by a judicial body, or, if such exists, by other independent authority of that Party of his case and of the valuation of his investment in accordance with the principles set out in this paragraph.

## **ARTICLE 6**

If an investment of a national of one Contracting Party is insured or guaranteed against non-commercial risks under a system established by law, any non-commercial risks under a system established by law, any subrogation of the insurer or guarantor or re-insurer into the rights of the said national pursuant to the terms of such insurance or guarantee shall be recognized by the other Contracting Party. This does not necessarily imply, however, a recognition on the part of the latter Contracting Party of the merits of any case or the amount of any claim arising therefrom.

## **ARTICLE 7**

1. Each Contracting Party shall in respect of investments permit nationals of the other Contracting Party the unrestricted transfer in freely convertible currency of their investments and of the earnings from it to the country designated by those nationals, subject to the right of the former Contracting Party to impose equitably and in good faith such measures as may be necessary to safeguard the integrity and independence of its currency, its external financial position and balance of payments, consistent with its rights and obligations as a member of the International Monetary Fund.

2. The exchange rate applicable to such transfer shall be the rate of exchange prevailing at the time of remittance.

3. In cases where large amounts of compensation have been paid in pursuance of Article 5 the Contracting Party concerned may require the transfer thereof to be effected in reasonable installments.

## **ARTICLE 8**

The Contracting Parties agree to consult each other at the request of either Party on any matter relating to investments between the two countries or otherwise affecting the implementation of this Agreement.

## **ARTICLE 9**

1. The Contracting Party in the territory of which a national of the other

Contracting Party makes or intends to make an investment shall assent to any request on the part of such national to submit, for conciliation or arbitration, to the Center established by the Convention on the Settlement of Investment Disputes between States and Nationals of Other States opened for signature at Washington on 13 March 1965 any dispute that may arise in connection with the investment.

2. A national which is incorporated or constituted under the law in force in the territory of one Contracting Party and in which before such a dispute arises the majority of shares are owned by nationals of the other Contracting Party shall in accordance with Article 25 (2) (b) of the Convention be treated for the purposes of the Convention as a national of the other Contracting Party.

#### **ARTICLE 10**

1. Any dispute between the Contracting Parties as to the interpretation or application of the present Agreement, not satisfactorily resolved through diplomatic channels or other amicable means, shall be submitted, at the request of either Party to a panel of arbitrators for decision in accordance with the provisions of this Agreement and the applicable principles of law.

2. The panel shall be composed of three members, one selected by each Party within one month of receipt of the request for arbitration, and the third to be chosen by the members thus selected by the Parties within two months from the designation of the second member.

3. If within the periods specified in paragraph 2 of this Article the necessary appointments have not been made, either Contracting Party may, in the absence of any other agreement, invite the Secretary-General of the United Nations to make any necessary appointments. If the Secretary-General is a national of either Contracting Party or if he is otherwise prevented from discharging the said function, the President of the International Court of Justice shall be invited to make the necessary appointments. If the President is a national of either Contracting Party or if he too is prevented from discharging the said function, the Vice-President or the member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

4. The panel of arbitrators shall reach its decision by a majority of votes. Such decision shall be binding on both Contracting Parties. The panel shall determine its own procedure.

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5. Each Contracting Party shall bear the cost of its own member of the panel and of its representation in the arbitral proceedings; the cost of the Chairman and the remaining costs shall be borne in equal parts by the Contracting Parties.

**ARTICLE 11**

As regards the Kingdom of the Netherlands the present Agreement shall apply to the part of the Kingdom in Europe only.

**ARTICLE 12**

1. The present Agreement shall enter into force on the first day of the second month following the date on which the Contracting Parties have informed each other in writing that the procedures constitutionally required therefor in their respective countries have been complied with, and shall remain in force for a period of 5 years.

2. Unless notice of termination has been given by either Contracting Party at least six months before the date of the expiry of its validity, the present Agreement shall be extended tacitly for periods of 5 years, each Contracting Party reserving the right to terminate the Agreement upon notice of at least six months before the date of expiry of the current period of validity.

3. Any such termination shall have no effect on the fulfillment of contracts made under the provisions of the present Agreement.

4. With respect to investments made before the date of termination of the present Agreement the foregoing Articles thereof shall continue to be effective for a further period of 15 years from that date.

IN WITNESS WHEREOF, the undersigned representatives, duly authorized thereto, have signed the present Agreement.

DONE in duplicate at Manila in the English language, on this 27th day of February 1985.

(Sgd.)

(Sgd.)

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES	FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS
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## **MARITIME COOPERATION**

### **MEMORANDUM OF UNDERSTANDING ON MARITIME TRANSPORT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF TRANSPORT, PUBLIC WORKS AND WATER MANAGEMENT OF THE KINGDOM OF THE NETHERLANDS**

The Department of Transportation and Communications of the Republic of the Philippines, and the Ministry of Transport, Public Works and Water Management of the Kingdom of the Netherlands, hereinafter referred to as “the Contracting Parties”

Referring to the Memorandum of Understanding on Economic and Technical Cooperation between the Department of Trade and Industry of the Republic of the Philippines and the Ministry of Economic Affairs of the Kingdom of the Netherlands;

Acknowledging their mutual wish to strengthen, ties of friendship, understanding, cooperation, international exchange and trade between the two countries; and

Recognizing in particular the mutual benefits to be gained from the development of closer cooperation in the field of maritime transport:

Have agreed as follows:

1. Seek to enhance their cooperation and understanding in the field of maritime transport and related activities:
  - a. information exchange on maritime transport, maritime transport policies, legislation, regulations and human resources development;
  - b. promotion of contacts between maritime transport sector companies and organizations;
  - c. assistance to reciprocal missions including facilitation of business meetings and company visits;
  - d. establishment of contacts between government officials responsible for maritime transport policy formulation and implementation.

This agreement shall exclude the following: (a) Fishing vessel; (b) warships and auxiliary ships of the Navy; (c) scientific research vessel; and (d) pleasure yacht.

2. Establish a Joint Committee on Maritime Affairs which shall meet once every two years. It may however meet also on request by either of the

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Contracting Parties ninety days at the latest after the date of that request. The agenda of the joint committee meeting shall be fixed by common agreement by the competent authorities. Each Contracting Party shall determine the composition of its delegation at the joint committee meeting.

3. This Memorandum of Understanding may be amended at any time by the mutual consent of the two parties. Such amendment shall become effective in accordance with the provisions on entry into force.

4. Any dispute relating to the interpretation or application of this agreement and which proves impossible to solve within the joint committee framework shall be settled through diplomatic channels.

5. This Memorandum of Understanding shall enter into force on the date of the later notification by the Contracting Parties, through diplomatic channel indicating that their respective domestic legal requirements for its entry into force have been complied with.

6. This Memorandum of Understanding shall remain in force until the expiry period of six months after the day either Party sends a written notification to the other Contracting Party about its intention to terminate it.

Done in duplicate on the 22nd day of March 2000 in Manila.

For the Department of  
Transportation and  
Communications  
of the Republic of the Philippines:

For the Ministry of Transport  
Public Works and Water  
Management  
of the Kingdom of the Netherlands:

(Sgd.) VICENTE O. RIVERA, JR.

(Sgd.) TINEKE NETELENBOS

Secretary of the Department of  
Transportation and  
Communications

Minister of Transport,  
Public Works and Water  
Management

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING ON  
MARITIME TRANSPORT BETWEEN THE DEPARTMENT OF  
TRANSPORTATION AND COMMUNICATIONS OF THE REPUBLIC  
OF THE PHILIPPINES AND THE MINISTRY OF TRANSPORT,  
PUBLIC WORKS AND WATER MANAGEMENT OF THE KINGDOM  
OF THE NETHERLANDS

WHEREAS, on March 22, 2000, the Parties entered into a Memorandum of Understanding (MOU) on Maritime Transport acknowledging their mutual wish to strengthen ties of friendship, understanding, cooperation, international exchange and trade between the two countries and in recognition of the particular benefits to be gained from the development of closer cooperation in the field of maritime transport.

WHEREAS, under Section 2 of the said MOU, the Parties agreed to establish a Joint Committee on Maritime Affairs (JCMA) that may come up with a common agreement by competent authorities;

WHEREAS, Republic Act No. 8544 entitled “An Act Regulating the Practice of the Philippine Merchant Marine Profession in the Philippines” allows, on the basis of reciprocity, the grant of special dispensation to foreign nationals holding a Certificate of Competency as Master issued by his/her Administration to serve onboard Philippine-registered ship engaged in international trade, provided that the Philippine Certificate of Competency issued and endorsed by the Board shall be reciprocally recognized by the said foreign national administration;

WHEREAS, the Netherlands delegation has requested the issuance of Certificates of Competency to Palompon Institute of Technology (PIT) graduates in accordance with Regulation II/2, par. 3 and 4 of the STCW Convention providing that officers in charge of a navigational watch may also be issued a Certificate of Competency as Chief Mate on ships up to 3,000 GT;

WHEREAS, in a meeting held on 24 May 2005, the JCMA agreed to incorporate the following provisions in the MOU previously entered into by the Parties;

NOW THEREFORE, for and in consideration of the foregoing premises, and to fully comply with the intent and spirit reciprocity as embodied in the said MOU, the Parties hereby agree to adopt the following:

Definition of Terms

In this Addendum, the following definitions are adopted:



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Administration – refers to the competent maritime administration of the Parties.

Ships – refer to ships flying the flags of the Parties engaged in international trade.

Special Dispensation/Permit – refers to a document issued in favor of the Master, licensed by the other Party, in order to enable him to serve in such capacity on a ship of the issuing Party for a period not to exceed six (6) months, if not already allowed by law.

#### I. With regard to the Master

1. The Administration will grant a special dispensation/permit when the applicant Master meets the following conditions:

1.1. He/she is adequately qualified to assume the said position to the satisfaction of the Administration;

1.2. He/she holds a certificate issued by his/her national administration duly endorsed by the other party that qualifies him/her to hold the said position; and

1.3. The special dispensation for the Master may be granted for the purpose of safe turnover of a specific ship.

2. The company shall ensure that the Master to whom the special dispensation/permit is granted has adequately demonstrated his/her qualification.

3. All applications for special dispensation/permit shall be filed by the company of the applicant Master with the issuing Administration and shall provide the following information:

- 3.1. Particulars of the ship;
- 3.2. Port of Registry;
- 3.3. IMO Number or Official Number;
- 3.4. Estimated date of assuming command of the ship by the Master;
- 3.5. Certificate number and/or Certificate of Competency of Master;
- 3.6. Master's full name, date of birth and experience within the previous five (5) years; and
- 3.7. Details of the certificate held by the Master, where applicable.

II. With regard to the Chief Mate on Ships up to 3,000 GT

1. A graduate of the Palompon Institute of Technology (PIT) with a degree of B.S. Marine Transportation who has passed the Officer-in-Charge of a Navigational Watch Licensure Examination and has obtained his/her Certificate of Competency will be allowed to take the Chief Mate special examination and assessment in accordance with STCW Regulation II/2 para. 3 and 4 without requiring his/her 24 months approved seagoing service.

2. After having passed the Chief Mate special examination, he/she will be registered as Chief Mate for ships up to 3,000 GT.

3. He/she who passes the said examination will be issued the appropriate Certificate of Competency, subject to the following limitations:

- 3.1. valid only for ships flying the Netherlands flag; and
- 3.2. valid only for a period of twelve (12) months from the date of issuance.

In order to take the regular examination for Chief Mate position; he/she must have completed an approved 24 months of seagoing service.

This Addendum shall be valid for two (2) years subject to review thereafter and shall take effect on the date of the later notification by the Contracting Parties, through diplomatic channels, indicating that their respective national legal requirements for its entry into force have been complied with.

Done in duplicate on the 23rd day of May 2006, in Manila, Philippines.

For the Government of the  
Republic of the Philippines

(Sgd.)  
Mr. VICENTE SUAZO, JR.  
Administrator  
Maritime Industry Authority  
Department of Transportation  
and Communications

For the Government of the  
Kingdom of Netherlands

(Sgd.)  
Atty. GERRY JAN OLTHOFF  
Director of Maritime Transport  
and Ports  
Ministry of Transport and  
Public Works and Water  
Management

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ADDENDUM NO. 2 TO THE MEMORANDUM OF UNDERSTANDING  
ON MARITIME TRANSPORT BETWEEN THE DEPARTMENT OF  
TRANSPORTATION AND COMMUNICATIONS OF THE REPUBLIC  
OF THE PHILIPPINES AND THE MINISTRY OF TRANSPORT,  
PUBLIC WORKS AND WATER MANAGEMENT OF THE KINGDOM  
OF THE NETHERLANDS

WHEREAS, on March 22, 2000, the Parties entered into a Memorandum of Understanding (MOU) on Maritime Transport acknowledging their mutual wish to strengthen ties of friendship, understanding, cooperation, international exchange and trade between the two countries and in recognition of the particular benefits to be gained from the development of closer cooperation in the field of maritime transport;

WHEREAS, under Section 2 of the said MOU, the Parties agreed to establish a Joint Committee on Maritime Affairs (JCMA) that may come up with a common agreement by competent authorities;

WHEREAS, the Netherlands delegation has requested the issuance of Certificates of Competency to Palompon Institute of Technology (PIT) graduates in accordance with Regulation III/3, par. 2.1, 2.1.1. and 2.2 of the STCW Convention providing that officers in charge of an engineering watch may also be issued a Certificate of Competency as Second Engineer Officer on ships between 750 KW and 3,000 KW.

WHEREAS, in a meeting held on 23 May 2006, the JCMA agreed to incorporate the following provisions in the MOU previously entered into by the Parties;

NOW THEREFORE, for and in consideration of the foregoing premises, and to fully comply with the intent and spirit of reciprocity as embodied in the said MOU, the Parties hereby agree to adopt the following:

- I. With regard to the Second Engineer Officer on Ships between 750KW and 3,000 KW
  1. A graduate of the Palompon Institute of Technology (PIT) with a degree of B.S. Marine Engineering who has passed the Officer-in-Charge of an Engineering Watch Licensure Examination and has the Second Engineer Officer dedicated examination and assessment in accordance with STCW Regulation III/3 para 2.1, 2.1.1 and 2.2 without requiring his/her 24 months approved seagoing service.

2. After having passed the Second Engineer Officer dedicated examination, he/she will register as Second Engineer Officer for ships between 750 KW and 3,000 KW.
3. He/she who passes the said examination will be issued the appropriate Certificate of Competency, subject to the following limitations:
  - 3.1. valid only for ships flying the Netherlands flag; and
  - 3.2. valid only for a period of twenty-four (24) months from the date of issuance

In order to take the regular examination for Second Engineer Officer; he/she must have completed and approved 24 months of seagoing service.

This Addendum shall be valid for two (2) years subject to review thereafter and shall take effect on the date of the later notification by the Contracting Parties, through diplomatic channels, indicating that their respective national legal requirements for its entry into force have been complied with.

For the Government of the  
Republic of the Philippines

For the Government of the  
Kingdom of Netherlands

(Sgd.) VICENTE T. SUAZO, JR.  
Administrator  
Maritime Industry Authority  
Department of Transportation and  
Communications

(Sgd.) ROB HUYSER, M. Sc  
Head of Maritime Shipping &  
Deputy Head of Maritime  
Transport and Ports

ADDENDUM NO. 3 TO THE MEMORANDUM OF UNDERSTANDING  
ON MARITIME TRANSPORT BETWEEN THE GOVERNMENT OF  
THE REPUBLIC OF THE PHILIPPINES THROUGH THE  
DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS  
AND THE MINISTRY OF TRANSPORT, PUBLIC WORKS AND WATER  
MANAGEMENT OF THE KINGDOM OF THE NETHERLANDS

WHEREAS, on 22 March 2000, the Parties entered into a Memorandum of Understanding (MOU) on Maritime Transport acknowledging their mutual wish to strengthen ties of friendship, understanding, cooperation, international exchange and trade between the two countries and

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recognized the particular benefits gained from the development of closer cooperation in the field of maritime transport;

WHEREAS, under Section 2 of the said MOU, the Parties agreed to establish a Joint Committee on Maritime Affairs (JCMA) that may come up with a common agreement by competent authorities;

WHEREAS, pursuant to Executive Order No. 125/125-A entitled “Reorganizing the Ministry of Transportation and Communications, Defining its Powers and Function, and Other Purposes,” the Maritime Industry Authority (MARINA) is mandated to issue and register the continuous discharge book of Filipino seamen otherwise known as the Seafarers Identification and Record Book (SIRB);

WHEREAS, the Parties agreed to incorporate into the draft MOU on Maritime Transport Agreement proposed Addendum No. 3 for the benefit of the Parties;

WHEREAS, it is to the mutual advantage of the Governments of the Royal Kingdom of The Netherlands and the Republic of the Philippines that the SIRB issued by the latter to Filipino seafarers shall be recognized by the former;

NOW THEREFORE, for and in consideration of the foregoing premises, and to fully comply with the intent agreed upon, the Parties hereby adopt the following provision to be made an integral part of the MOU previously entered by the Parties:

The Seafarers Identification and Record Book (SIRB) duly issued by the Republic of the Philippines to Filipino seafarers on board ships flying The Netherlands flag shall be recognized by the Ministry of Transport of the Kingdom of Netherlands without further need of issuing Netherlands-issued seaman’s book to them.

This Addendum shall take effect on the date of the later notification by the Contracting Parties, through diplomatic channels, indicating that their respective national legal requirements for its entry into force have been complied with.

For the Department of  
Transportation and  
Communications of the Republic  
of the Philippines

For the Ministry of Transport,  
Public Works and Water  
Management of the Kingdom of  
The Netherlands

(Sgd.) VICENTE T. SUAZO, JR.  
Administrator  
Maritime Industry Authority

(Sgd.) ROB HUYSER, M. Sc  
Head of Maritime Shipping and  
Deputy Head of Maritime  
Transport and Ports

## **MERCHANT SHIPPING**

### **UNDERTAKING BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE KINGDOM OF THE NETHERLANDS ON THE RECOGNITION OF CERTIFICATES UNDER REGULATION I/10 OF THE STCW 1978 CONVENTION**

The Republic of the Philippines and the Kingdom of the Netherlands:

ACTING in accordance with the procedures referred to in regulation I/10 of the annex to the International Convention on Standards of Training, Certification and Watchkeeping (STCW) for Seafarers 1978, as amended in 1995;

ALSO ACTING in accordance with Article 9 of Council Directive 98/35/EC of 25 May 1998 of the European Union;

RECOGNIZING the objectives laid down in the Memorandum of Understanding on Maritime Transport between the Department of Transportation and Communication of the Republic of the Philippines and the Ministry of Transport, Public Works and Water Management of the Kingdom of the Netherlands to enhance cooperation and understanding in the field of maritime transport and related activities;

HAVING REGARD to the guidance on arrangements between Parties to the STCW Convention approved by the Maritime Safety Committee of the International Maritime Organization during its seventy-third session in May 2000;

Have agreed as follows:

#### **ARTICLE 1**

1. The Maritime Training Council (MTC) hereinafter referred to as “the certificate issuing party”, is the competent authority for the Republic of Philippines. The Ministry of Transport, Public Works and Water Management of the Netherlands, hereinafter referred to as “the administration”, is the competent authority for the Kingdom of the Netherlands.

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2. The agency acting for the Administration responsible for the implementation of this Undertaking is the Shipping Inspectorate of the Department of Transport, Public Works and Water Management.

3. The agencies acting for the certificate issuing party responsible for the implementation of this Undertaking are the Professional Regulation Commission (PRC) for the Officers and the Technical Education and Skills Development Authority (TESDA) for the ratings.

## **ARTICLE 2**

1. The Administration has the right to make visits to facilities; these may include the observance of procedures or the review of the adopted policies, approved or employed by the certificate issuing party;

2. In the exercise of this right, the Administration shall follow the following procedures:

- a. a request to visit facilities shall be forwarded in writing, telefax or via E-mail by the agency acting for the Administration to the agency acting for the certificate issuing party at least thirty (30) days before the intended date of the visit;
- b. the request shall list the motives which, in the view of the Administration, make it necessary to carry out a visit;
- c. the request shall name the specific facility or facilities which the Administration intends to visit;
- d. the request shall contain the names of the officials taking part in the visit and their position in the Administration;
- e. the purpose of the visit shall be limited to one or more of the following:

- standards of competence
- the issue, endorsement, revalidation and revocation of certificates;
- record-keeping
- standards of medical fitness; and
- communication and response process to requests for verifications.

## **ARTICLE 3**

The certificate issuing party shall make available to the Administration the results of the five (5) year external audit reports on the quality standards evaluations conducted in accordance with paragraph 3, Section A-I/8 of the STCW Code.

#### **ARTICLE 4**

1. If the Administration, in accordance with regulation I/10 of the STCW Convention, wants to verify the validity or contents of a certificate issued by the certificate issuing party, it shall enter into contact in writing, by telefax or by E-mail with the agency responsible for the implementation of this Undertaking of the certificate issuing party or to a person or persons nominated by the agency to act on its behalf.
2. The list of names and positions of persons nominated shall be communicated in writing to the Administration before the entry into force of this Undertaking.
3. Any changes in the list of persons nominated shall be forwarded to the Administration at the earliest possible opportunity.
4. The agency responsible for the implementation of this Undertaking on behalf of the Administration shall communicate in writing, before the entry into force of this Undertaking, the list of persons and their position which the agency has nominated to act on its behalf to carry out the verifications of the validity or contents of a certificate issued by the certificate issuing party.
5. For the purpose of this Article, the Maritime Industry Authority (MARINA) of the certificate issuing party shall serve as the focal point to carry out the verification of the validity of contents of certificates issued by the certificate issuing party.

#### **ARTICLE 5**

The agency responsible or a person nominated by the agency of the certificate issuing party shall respond in writing, by telefax or E-mail to a request of the agency responsible for a person nominated by the agency of the Administration for the verification of the validity or the contents of a certificate within three (3) working days.

#### **ARTICLE 6**

The agency responsible or a person nominated by the agency of the certificate issuing party shall within two (2) weeks notify the agency responsible or a person nominated by the agency of the Administration of any final and executory withdrawal or revocation for disciplinary or other reasons of a certificate or endorsement issued by it. The agency responsible or a person nominated by the agency of the Administration shall within two (2) weeks notify the agency responsible or a person nominated by the agency of the certificate issuing party of any with-



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drawal or revocation of an endorsement or recognition issued by it for disciplinary or other reasons.

#### **ARTICLE 7**

The certificate issuing party shall promptly notify the Administration of any significant changes in the arrangements for training and certification provided in compliance with the STCW Convention; such notification shall be given at least in the following circumstances:

- a. changes in the position, address or access information for the agency responsible for the implementation of this Undertaking;
- b. changes which amount to substantial differences in the information communicated to the Secretary General of IMO pursuant to section A-I/7 of the STCW Code.

#### **ARTICLE 8**

1. This Undertaking may be terminated by either Party by giving six (6) months notice in writing to the other Party
2. Before giving notice of termination in accordance with paragraph 1 of this Article, a Party having reasons for termination of this Undertaking shall communicate these reasons in writing to the official responsible of the other Party.
3. The other Party shall reply within two months.

#### **ARTICLE 9**

1. This Undertaking shall not enter into force before the date on which the Maritime Safety Committee of the International Maritime Organization has established that both the Administration and the certificate issuing party have given full and complete effect to the provisions of the STCW Convention.
2. This Undertaking shall not enter into force until the date on which the procedure of European Council directive 98/35 has been completed, provided that upon completion there are no objections to the entry into force of this Undertaking.

#### **ARTICLE 10**

1. The Administration shall inform the certificate issuing party of the date of notification of this Undertaking to the European Commission in accordance with European Council directive 98/35.

2. The Administration shall notify the certificate issuing party of the receipt of any objections to the Undertaking in accordance with European Council directive 98/35, received by the Administration.

3. The Administration shall inform the certificate issuing party of the date on which the procedure of Article 9, paragraph 2, has been completed, provided that upon completion there are no objections to the entry into force of this Undertaking.

#### **ARTICLE 11**

Without prejudice to Article 9, this Undertaking shall apply provisionally from the date of its signature and shall enter into force on the first date of the second month after both Parties have notified each other in writing that the procedures required for the entry into force of the Undertaking in their respective countries have been complied with.

Done at Manila, on the 31st day of May in the year 2001.

For the Republic of the Philippines    For the Kingdom of the Netherlands

(Sgd.) PATRICIA A. STO. TOMAS  
Secretary of Labor and  
Employment and  
Chairperson of the Maritime  
Training Council

(Sgd.) THEO ARNOLD  
Ambassador of the Kingdom of the  
Netherlands

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## **SOCIAL SECURITY**

### **AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE KINGDOM OF THE NETHERLANDS ON THE EXPORT OF SOCIAL INSURANCE BENEFITS**

The Republic of the Philippines and the Kingdom of the Netherlands,

Desiring to allow the lawful payment of its social insurance benefits in each other's country,

Have therefore agreed on the following:

#### **ARTICLE 1 DEFINITIONS**

1. For the purpose of this Agreement:

- a. "contracting parties" means the Republic of the Philippines and the Kingdom of the Netherlands;
- b. "territory" means in relation to the Republic of the Philippines, the territory as defined in the 1987 Constitution; and in relation to the Kingdom of the Netherlands the territory of the Kingdom in Europe;
- c. "legislation" means the laws, ordinances and administrative regulations relating to the social insurance schemes mentioned under Article 2;
- d. "competent authority" means in relation to the Republic of the Philippines, the President and Chief Executive Officer of the Social Security System; in relation to the Kingdom of the Netherlands the Minister of Social Affairs and Employment of the Netherlands;
- e. "competent institution" in relation to the Republic of the Philippines, the Social Security System for the private sector workers and the Government Service Insurance System for the public sector workers; means in relation to the Kingdom of the Netherlands regarding the legislation meant in Article 2, paragraph 1, under a, b, and c: the "Landelijk instituut sociale verzekeringen" (National Institute for Social Insurance) c/o Gak Nederland by or its legal successor and regarding the legislation meant in Article 2, paragraph 1. under d, e, and f: the "Sociale Verzekeringsbank" (Social Insurance Bank);
- f. "agency" means every organization that is involved in the implementation of this Agreement, including the population registers, tax authorities, marriage registers, employment agencies, schools and other educational institutes, trade authorities<sup>1</sup> police, prison service and immigration offices;
- g. "benefit" means every cash benefit or pension under the legislation referred to under Article 2;

- h. “beneficiary” means every person who applies for or who is entitled to a benefit;
  - i. “member of the family” means a person defined, or recognized as such by the legislation applied by the Netherlands’ competent institutions.
2. Other terms used in this Agreement shall have the meaning given to them under the legislation which is being applied.

## **ARTICLE 2**

### **MATERIAL SCOPE**

1. This Agreement shall apply
- A. With respect to the Republic of the Philippines, to the Philippine legislation on:
- i. disability benefits;
  - ii. sickness benefits;
  - iii. death benefits;
  - iv. retirement benefits; and
  - v. maternity benefits.
- B. With respect to the Kingdom of the Netherlands, to the Netherlands legislation on:
- i. sickness insurance (benefits in the case of sickness and maternity);
  - ii. disablement insurance for employed persons;
  - iii. disablement insurance for self-employed persons;
  - iv. old age insurance;
  - v. survivors’ insurance; and
  - vi. children’s allowances.

2. This Agreement shall also apply to laws and regulations which extend the existing schemes to new categories of persons only if the Contracting Party amending its legislation within six (6) months of the date of the coming-into-force of such laws and regulations does not forward a contradicting notification to the other Contracting Party.

## **ARTICLE 3**

### **PERSONAL SCOPE**

Unless otherwise provided in this Agreement, this Agreement shall apply to a beneficiary as well as to a member of his family insofar as he resides or stays in the territory of the Contracting Parties.

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## **ARTICLE 4**

### **EXPORT OF BENEFITS**

Unless otherwise provided for in this Agreement, any provision of the legislation which restricts payment of benefits solely because a beneficiary or a member of his family resides or stays outside the territory of a Contracting Party, shall not be applicable with respect to a beneficiary or to a member of his family who resides or stays in the territory of the Contracting Parties.

## **ARTICLE 5**

### **VERIFICATION OF APPLICATIONS AND PAYMENTS**

1. Concerning the application for or the legitimacy of payment of benefits, the competent institution of a Contracting Party shall, at the request of the competent institution of the other Contracting Party, verify the information, referred to under paragraph 2, regarding a beneficiary or a member of his family. If necessary, this verification is to be carried out with the agencies. The competent institution shall forward a statement of the verification along with authenticated copies of the relevant documents to the competent institution of the other Contracting Party.

2. The information referred to in the first paragraph includes information regarding identity, address, household, employment, education, income, medical condition, death and detention.

3. The competent institutions of the Contracting Parties shall directly contact each other, as well as a beneficiary, a member of his family, or his authorized representatives.

4. Without prejudice to the provision of paragraph 1, the diplomatic or consular representatives and the competent institutions of a Contracting Party are allowed to contact the agencies of the other Contracting Party directly in order to verify entitlement to benefits and legitimacy of payments to the beneficiaries.

5. For the purposes of implementing this Agreement, the agencies shall Send their good offices and act as though implementing their own legislation. The administrative assistance extended by the said agencies shall, as a rule, be free of charge. However, competent authorities of the Contracting Parties may agree to certain expenses being reimbursed.

6. Notwithstanding paragraph 1, the competent institutions of a Contracting Party shall, to the extent possible and without prior request, inform the competent institution of the other Contracting Party on changes in the information referred to in paragraph 2.

## **ARTICLE 6 IDENTIFICATION**

In order to determine the entitlement to benefits and legitimacy of payments under the legislation of a Contracting Party, a person who falls under the scope of this Agreement is obliged to identify himself by submitting an official proof of identity to the competent institution of the Contracting Party in whose territory he resides or stays. The competent institution identifies the beneficiary or a member of his family on the basis of this identification, identification includes a passport or any other valid proof of identity issued by an agency of the other Contracting Party. The competent institution will inform the competent institution of the other Contracting Party that the identity of the beneficiary, or a member of his family, has been verified by sending an authenticated copy of the identification document.

## **ARTICLE 7 VERIFICATION OF INFORMATION IN CASE OF SICKNESS OR DISABILITY**

1. At the request of the competent institution of a Contracting Party, the medical examination of a beneficiary residing or staying in the territory of the other Contracting Party shall be carried out by the competent institution of the latter Contracting Party.

2. In order to determine the degree of disability for work, the competent institutions of both Contracting Parties shall use the medical reports and the administrative data provided by the competent institution of the other Contracting Party, but they nevertheless reserve the right to have the beneficiary examined by a doctor of its own choice or to summon the person involved to undergo a medical examination in its territory.

3. The person involved is obliged to comply with a request as meant in paragraph 1 by presenting himself for medical examination. If he feels that, for medical reasons, he is unfit to travel to the territory of the Contracting Party where he has been summoned by the competent institution, he must inform that institution immediately. He will then be obliged to submit a medical statement issued by a doctor designated for this purpose by the competent institution. This statement must include the medical reasons for his unfitness for travelling as well as the expected duration of this unfitness.

4. The cost of the examination and, as the case may be, the expenses for travel and accommodation shall be paid for by the competent institution at whose request the examination is carried out.

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**ARTICLE 8**  
**RECOVERY OF UNDUE SOCIAL INSURANCE PAYMENTS**  
**AND COLLECTION OF SOCIAL INSURANCE CONTRIBUTION**

1. Any enforceable court decisions or decrees by the competent institutions of a Contracting Party regarding the recovery of undue social insurance payments or the collection of social insurance contributions shall be recognized by the other Contracting Party, in accordance with its laws.
2. Recognition may be refused if it is contrary to the public order of the Contracting Party or the decision or decree should be enforced.
3. Any enforceable deepens or decrees which are recognized in accordance with paragraphs 1 and 2 shall be implemented by the other Contracting Party. Enforcement is subject to the statutory regulations which apply in the Contracting Party in whose territory the decision or decree is to be carried out, governing the execution of similar decisions or decrees issued in that Contracting Party. Confirmation that a decision or decree is enforceable must be stated in the authentic copy of that decision or decree.
4. The competent institution of a Contracting Party may, by virtue of an enforceable decision regarding undue social insurance payments, request the competent institution of the other Contracting Party that the undue paid benefits be balanced with the arrears of amounts still due to the beneficiary in the other Contracting Party. Upon such a request, the latter institution shall deduct the amount in accordance with, and within the limits of the legislation implemented by the institution, and shall remit the amount to the institution which is entitled to reimbursement.
5. Where applicable, costs made for the execution of any enforceable decision or decree such as legal costs, are paid for by the competent institution whose decision or decree is to be executed.

**ARTICLE 9**  
**REFUSAL TO PAY, SUSPENSION, WITHDRAWAL**

The competent institution of a Contracting Party may refuse to pay, suspend or withdraw any benefit, if in its judgement:

1. a beneficiary fails to undergo any examinations or provide any information as required under this Agreement within a period of three (3) months upon receipt of notification, or

2. if the competent institution of the other Contracting Party fails to provide any information or fails to carry out any examinations as required under this Agreement within a period of three (3) months upon receipt of notification.

## **ARTICLE 10**

### **SETTLEMENT OF DISPUTES**

The competent authorities of both Contracting Parties shall make all reasonable efforts to resolve through mutual agreement any dispute arising from the interpretation or application of this Agreement.

## **ARTICLE 11**

### **CONFIDENTIALITY OF INFORMATIONS**

Any information and/or documents furnished by a Contracting Party as requested by the other Contracting Party shall be deemed confidential and used exclusively for the purpose for which they were requested.

## **ARTICLE 12**

### **IMPLEMENTATION OF AGREEMENT**

The competent institution of both Contracting Parties may, by means of supplementary arrangements, establish measures for the implementation of this Agreement.

## **ARTICLE 13**

### **ENTRY INTO FORCE, APPLICATION OF THE AGREEMENT, AND AMMENDMENT**

1. This Agreement shall enter into force on the first day of the second month following the date of the later written notification by either Contracting Party, through diplomatic channels, on the understanding that Article 4 shall be applied provisionally from the first day of the second month following the date of signing of this Agreement.

2. In relation to the Kingdom of the Netherlands, this Agreement shall only apply to the territory of the Kingdom in Europe.

3. Any amendment or revision to the text of this Agreement shall be done by mutual consent of the Contracting Parties. This amendment or revision shall enter into force in accordance with paragraph 1 of this Article.



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**ARTICLE 14**  
**DURATION OF THE AGREEMENT**

This Agreement shall remain effective indefinitely. It may be denounced in writing at any time by either Contracting Party by giving notice to the other Contracting Party. In the event of the denunciation, this Agreement shall remain effective until the end of the calendar year following the year in which the notice of denunciation has been received by the other Contracting Party.

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

DONE in duplicate in Manila this 10th day of April, 2001, in the English language.

For the Government of the  
Republic of the Philippines

For the Government of the  
Kingdom of the Netherlands

(Sgd.) VITALIANO N. NANAGAS II  
President and CEO, Social Security  
System

(Sgd.) H.E. THEO ARNOLD  
Ambassador

PROTOCOL AMENDING THE AGREEMENT BETWEEN  
THE REPUBLIC OF THE PHILIPPINES AND  
THE KINGDOM OF THE NETHERLANDS  
ON THE EXPORT OF SOCIAL INSURANCE BENEFITS

The Republic of the Philippines and the Kingdom of the Netherlands, hereinafter “the Parties”,

Wishing to amend the Agreement between the Republic of the Philippines and the Kingdom of the Netherlands on the export of social insurance benefits, signed in Manila on 10 April 2001, hereinafter referred to as the “Agreement”,

Have agreed as follows:

Article I

Article 1, paragraph 1 (e) of the Agreement is hereby amended as follows:

“e) “competent institution” means in relation to the Republic of the Philippines, the Social Security System for the private sector workers and the Government Service Insurance System for the public sector workers;” in relation to the Kingdom of the Netherlands regarding the legislation referred to in Article 2, paragraph 1, under A) (i), (ii) and (iii): the “Landelijk Instituut Sociale Verzekeringen” (National Social Insurance Institute) c/o Gak Nederland bv or its legal successor and regarding the legislation referred to in Article 2, paragraph 1, under A) (iv) and (v): the “Sociale Verzekeringsbank” (Social Insurance Bank);”

#### Article II

1. Article 2, paragraph 1 (A) (iv and v) of the Agreement is hereby amended as follows: (iv) old age insurance; and (v) survivors' insurance.
2. Article 2, paragraph 1 (A) (vi) of the Agreement is hereby deleted.

#### Article III

1. In accordance with Article 13, paragraph 3 of the Agreement, this Protocol shall enter into force on the first day of the second month following the date of the last written notification, through diplomatic channels, by either Party.
2. This Protocol shall be applicable provisionally from 1 July 2015.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have affixed their signature to this Protocol.

DONE in duplicate at Manila this 21st day of April 2015, in the English language.

For the Republic of the  
Philippines:

(Sgd.) E. QUIROS

For the Kingdom of the  
Netherlands:

(Sgd.) M.C.T. DERCKX

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## **TRADE**

### **TRADE AGREEMENT BETWEEN THE PHILIPPINES AND THE BENELUX ECONOMIC UNION BENELUX ECONOMIC UNION**

THE REPUBLIC OF THE PHILIPPINES, on the one hand and  
THE KINGDOM OF BELGIUM, acting in its own name and on behalf of  
the Grand Duchy of Luxembourg according to existing agreements, and,

THE KINGDOM OF NETHERLANDS,

ACTING together under the Treaty establishing the Benelux Economic  
Union, signed at The Hague on February 3, 1958, on the other,

INSPIRED by the wish to strengthen their traditional ties of friendship  
and to expand mutual trade by according each other unconditionally  
most-favored-nation treatment as a basis for their trade relations,

HAVE AGREED as follows:

#### **ARTICLE I**

Both Contracting Parties shall, in accordance with their national  
legislations, encourage and facilitate mutual exchange of goods and  
services in order to bring it to the highest level that will be advantageous  
to both Contracting Parties.

#### **ARTICLE II**

a. All advantages, privileges, immunities, or exemptions granted or to be  
granted by either Contracting Party to any product originating in or  
destined for any third country shall be accorded immediately and  
unconditionally to the similar product originating in or destined for the  
other Contracting Party. This provision shall apply to customs duties and  
charges of any kind imposed or which shall be imposed on importation,  
exportation, transit and bonding of goods, as well as to the application of  
customs obligations and formalities.

b. Products originating in either Contracting Party and imported into the  
territory of the other Contracting Party, shall, in the importing country,  
not be subject to higher duties and charges of any kind nor to more oner-  
ous customs obligations or formalities, than those imposed or to be im-  
posed on similar products originating in any third country.

c. Products originating in either Contracting Party and exported to the  
territory of the other Contracting Party, shall, in the exporting country,

not the subjected to higher duties and charges of any kind nor to more onerous customs obligations or formalities, than those imposed or to be imposed on similar products destined for any third country.

### **ARTICLE III**

a. Products originating in either Contracting Party and imported into the territory of the other Contracting Party, shall, in the importing country, not be subject to the payment of higher internal duties or charges of any kind, nor to more onerous formalities, than those applicable to similar products, originating in any third country and imported under similar conditions.

b. Conversely, products originating in either Contracting Party and exported to the territory of the other Contracting Party, shall in the exporting country, not be subject to the payment of higher internal duties or charges of any kind, nor to more onerous formalities, than those applicable to exportation to any third Country.

### **ARTICLE IV**

The provisions of Articles II and III of this Agreement shall not apply to:

a. tariff preferences or other advantages accorded at present or to be accorded in the future by the Republic of the Philippines to the United States of America;

b. the advantages, privileges, immunities or exemptions accorded at present or to be accorded in the future by the Benelux countries for the importation of products originating either in the Democratic Republic of Congo, the Republic of Rwanda and the Kingdom of Burundi, or in the non-European parts of the Kingdom of the Netherlands; and

c. the advantages, privileges, immunities or exemptions accorded at present or to be accorded in the future by any government of the Benelux countries to neighboring countries in connection with frontier traffic.

### **ARTICLE V**

No provision of the present Agreement shall be interpreted in such a manner as to prejudice measures that may be taken by any government of the Contracting Parties on moral or humanitarian grounds or for reasons of public health and public security or measures concerning the trade in weapons, ammunition and military equipment, the protection of animals and plants against diseases and epidemics, the preservation of the national artistic, historical or archeological heritage, and measures concerning the importation and exportation of gold and silver.

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## **ARTICLE VI**

The Governments of the Contracting Parties undertake to facilitate, in their territories and within the framework of their national legislations, the organization of economic and commercial exhibitions and displays in cases where the other Contracting Parties so request.

## **ARTICLE VII**

a. Both Contracting Parties shall each other, upon the request of either, in order to consider measures for expanding mutual trade or to facilitate the implementation of this Agreement.

b. When the obligations arising from the Treaty establishing the European Economic Community and concerning the progressive establishment of a common trade policy should make it necessary, negotiations shall be started within the shortest possible time on any appropriate amendments to the present Agreement.

c. When the obligations arising from any regional arrangement entered into at present or to be entered into in the future by the Republic of the Philippines concerning the establishment of a common trade policy should necessitate amendments to the present Agreement, negotiations shall be started within the shortest possible time.

## **ARTICLE VIII**

As far as possible, both Contracting Parties shall endeavor to provide each other with any information pertinent to their trade.

## **ARTICLE IX**

Any dispute between the Government of the Republic of the Philippines and any of the Governments of the Benelux countries concerning the interpretation or application of the present Agreement, which cannot be solved satisfactorily through the diplomatic channel, shall, at the request of any party to the dispute, be referred to the International Court of Justice, unless the Governments concerned agree to settle the dispute in any other peaceful manner.

## **ARTICLE X**

The present Agreement shall be ratified and the instruments of ratification shall be deposited as soon as possible with the Government of the Republic of the Philippines.

## ARTICLE XI

As regards the Kingdom of the Netherlands, the present Agreement shall apply to the territory of the Kingdom situated in Europe, to Surinam and to the Netherlands Antilles, unless the instrument of ratification of the Kingdom of the Netherlands provides otherwise.

## ARTICLE XII

a. The present Agreement shall enter into force on the date when the Contracting Parties shall have deposited their respective instruments of ratification.

b. This Agreement shall remain effective for a period of one year from the date of its entry into force and shall be considered to be renewed by tacit agreement from one year to the next if neither of the Contracting Parties denounces it in writing three months prior to the limit date of validity.

c. Notice of termination of the present Agreement by the Government of the Republic of the Philippines shall be given simultaneously to the Belgian and Netherlands Governments. Notice of termination of the present Agreement by the Benelux Economic Union should be given simultaneously by the Belgian and Netherlands Governments to the Government of the Republic of the Philippines.

d. Subject to the periods mentioned in paragraph (b) of this Article, the Government of the Kingdom of Netherlands shall be able to terminate the application of the present Agreement in respect of Surinam or the Netherlands Antilles.

IN WITNESS WHEREOF, the undersigned representatives, duly authorized thereto, have signed the present Agreement.

DONE in triplicate in the English, Pilipino, Dutch and French languages at Manila this 14th day of March 1967. In case of divergence of interpretation, the English text shall prevail.

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For the Republic of the Philippines:

(Sgd.) NARCISO RAMOS  
Secretary of Foreign Affairs

For the Benelux Economic  
Union:

(Sgd.) J. VAN CALOEN  
Ambassador of Belgium

(Sgd.) G. J. DISSEVELT  
Ambassador of Netherlands

## **TRAFFICKING IN PERSONS**

### **MEMORANDUM OF UNDERSTANDING TO ENHANCE COOPERATION AGAINST TRAFFICKING IN PERSONS BETWEEN THE DEPARTMENT OF JUSTICE OF THE REPUBLIC OF THE PHILIPPINES AND THE PROSECUTOR'S OFFICE OF THE NETHERLANDS**

The Signatories to this Memorandum of Understanding:

Recognizing the importance of cooperation between the competent authorities of the Republic of the Philippines and the Netherlands in combating transnational organized crimes, particularly human trafficking, child sexual exploitation (including via internet) and child sex tourism;

Convinced that establishing a framework for mutual cooperation will contribute to the effectiveness of the investigation and prosecution of human trafficking, child sexual exploitation (including via internet) and child sex tourism;

Acknowledging that effective coordination requires mutual knowledge of the Signatories' legal systems and relevant domestic legislations, and exchange of information and good practices;

Recalling the provisions of the United Nations Convention Against Transnational Organized Crime (UNTOC) in the area of international cooperation;

Acting in accordance with the principles on cooperation laid down by the UNTOC to successfully combat transnational crimes; and

Desirous to improve mutual understanding and mutual trust,

HAVE COME TO THE FOLLOWING UNDERSTANDING:

#### **I. Scope**

1. This Memorandum of Understanding (MOU) will provide the mechanism to enhance cooperation and coordination between the Department of Justice of the Philippines and the Prosecutor's Office of the Netherlands in the investigation and prosecution of human trafficking, child sexual exploitation (including via internet) and child sex tourism.
2. The Signatories will closely coordinate and interact directly with the persons handling the investigation or prosecution of the crimes



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falling under the areas of cooperation of this MOU within the limits allowed in the domestic law of each Signatory.

3. The cooperation between the Signatories will seek to ensure a coordinated approach in handling investigation and prosecution of the crimes falling under the areas of cooperation of this MOU.
4. The Signatories, when requesting or providing legal assistance, will observe the principles under Article 18 of the UNTOC.
5. Any information on the areas of cooperation, including those spontaneously exchanged, may be used for purposes of further development of the cooperation between the Signatories.
6. The Signatories recognize at all times that the implementation of this MOU is without prejudice to the domestic law, international obligations or to the principle of domestic and international policy of each Signatory.

## II. Areas of Cooperation

The Signatories shall cooperate in the investigation and prosecution of the following cases:

1. Trafficking in human beings;
2. Sexual abuse of minors (also via internet, such as the use of webcam);
3. Production, import and/or export, distribution and selling of child abuse images, or the possession of child abuse images for sexual exploitation; and
4. Travelling child sex offenders.

## Forms of Cooperation

For purposes of providing cooperation under this MOU, the Signatories will seek to create optimal conditions for close cooperation, subject to their respective domestic laws, through the following:

1. Information Exchange
  - a) The Signatories will exchange contact information to ensure continued communication, such as, postal and e-mail addresses and telephone numbers, which will be updated regularly.

- b) The Signatories will exchange information on each Signatory's legal system, such as, the relevant criminal laws, investigation, prosecution and punishment of transnational organized crimes, best practices, and on the ratification and implementation of international legal instruments in the areas of cooperation.
- c) The Signatories will designate a contact point which will manage the information exchange mechanism to ensure immediate action for urgent cases.

## 2. Bilateral Consultation

- a) The Signatories will organize bilateral consultations, if deemed necessary, to discuss the progress of cooperation under this MOU on a date and venue agreed upon by the Signatories.
- b) The consultation may include in its agenda the following topics which will be communicated to the Signatories before the date of consultation:
  - i. List and updates, based on a common template, on the pending requests for legal assistance of both Signatories.
  - ii. Current issues or challenges in the implementation of requests for legal assistance that may be brought about by changes of legislation.

This may include topics relating to changes of legislation, other legal or practical issues, development of new strategies in combating transnational organized crimes, exchange of information in relation to new international legal instruments and how are they ratified and implemented, new domestic criminal and procedural laws, case law or legal principles and methodological guidelines.

- c) Consultation may be done by means of any acceptable modes of communication, such as, via email, telephone or videoconference. In urgent cases, ad hoc consultation may be done at the request of either Signatory to discuss the procedure, as may be allowed by the law of each Signatory, in conducting investigation and prosecution of cases affecting both Signatories.

## IV. Review of the MOU

The Signatories will regularly review the implementation of this MOU and revise the MOU, if necessary, to further strengthen cooperation

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between the Signatories. Any such revision is aimed towards improving and refining the direct cooperation between the Signatories.

#### V. Final Clauses

1. This MOU will not create any rights or obligations under international law.
2. This MOU will take effect upon signing of the Signatories and will remain in effect unless terminated by either Signatory upon written notice to the other Signatory to be given two (2) months before the intended termination.

DONE at Manila, Philippines, in duplicate, on this 25th day of March 2015.

For the Government of the  
Republic of the Philippines:

For the Government of the  
Netherlands:

(Sgd.) LEILA M. DE LIMA  
Secretary  
Department of Justice

(Sgd.) MARION DERCKX  
Ambassador  
Netherlands Embassy



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## **ANNEXES**



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**A.**

**JOINT STATEMENT OF THE REPUBLIC OF THE  
PHILIPPINES AND THE NETHERLANDS ON THE SECOND  
BILATERAL CONSULTATIONS,  
29 JUNE 2021**

1. The Second Philippines-Netherlands Bilateral Consultations were held on 29 June on virtual mode, hosted by the Philippines.
2. The Meeting, co-chaired by H.E. Jaime Victor B. Ledda, Assistant Secretary for European Affairs, and H.E. Karin Mössenlechner, Director for Asia and Oceania, discussed matters of mutual interest, notably on political and economic cooperation, development cooperation, maritime cooperation, security, and people-to-people linkages.
3. The Meeting marked the celebration this year of the 70th anniversary of diplomatic relations between the Philippines and the Netherlands as a testament to the enduring partnership between the two countries and further strengthening of cooperation on emerging issues. The Meeting noted the schedule of activities to commemorate the Anniversary, including the joint activities by the Embassy of the Philippines in The Hague and the Embassy of the Kingdom of the Netherlands in Manila.
4. The Meeting welcomed the accomplishments achieved by both sides since the First Bilateral Consultations held on 30 January 2020 in The Hague. Both parties underscored strong ties between the two countries even during the pandemic, particularly on the repatriation of Filipino seafarers, repatriation flights of Dutch tourists stranded in the Philippines at the onset of the CoVid-19 pandemic, the donation of vaccines by the EU and the Netherlands through the COVAX Facility and vaccination of seafarers aboard Dutch-owned ships.
5. The Meeting welcomed the Netherlands' Indo-Pacific policy paper on cooperation with partners in Asia contained in "Indo-Pacific: Guidelines for strengthening Dutch and EU cooperation with partners in Asia" and the European Council Conclusions on the European Union Strategy for Cooperation in the Indo-Pacific adopted by the 27 Foreign Ministers of the EU Member States on 19 April 2021, which recognize the region's economic and strategic importance.
6. The Netherlands thanked the Philippines for its reiterated support to its accession to the Treaty of Amity and Cooperation (TAC) in Southeast Asia. Both countries look forward to partner in ASEAN on areas that are essential for peace, economic prosperity, and the promotion of democratic values and the rule of law.

7. The Meeting recognized that the Netherlands is one of the consistent top sources of Foreign Direct Investments in the Philippines, and agreed to continue to discuss trade and cooperation matters, such as market access issues, and mechanisms for business-to-business engagements. The two sides will continue to engage in the following sectors: agri-food, water and infrastructure, circular economy, maritime and healthcare under the framework of the 1995 Memorandum of Understanding (MOU) on Economic and Technological Co-operation.

8. The Meeting recognized the importance of implementing measures intended to effectively prevent the unintended use of tax treaties that lead to base erosion and profit shifting. The Philippines conveyed that it is actively taking steps to assess its readiness to implement the four (4) minimum standards of the OECD/G20 Base Erosion and Profit-Sharing Project and is seriously considering acceding to the Multilateral Convention to Implement Tax Treaty-related Measures to Prevent Base Erosion and Profit Sharing.

9. The Philippines expressed appreciation for the Netherlands' technical assistance support provided to the Department of Agriculture in establishing the country's pioneering National Seed Technology Park in Clark, Pampanga.

10. The Meeting welcomed the completion of the Manila Bay Sustainable Development Master Plan (MBSDMP), spearheaded by the National Economic Development Authority (NEDA), where the Netherlands provided technical expert advice. The Philippines assures the implementation of the plan and welcomes the Netherlands' continuing support to rehabilitate Manila Bay, enhance living conditions of cities and coastal zones around the Bay, and contribute to metro Manila's resiliency in light of the impact of climate change.

11. The Meeting noted the successful conduct of the 21st Joint Committee on Maritime Affairs (JCMA) meeting held on 29 April 2021 and co-chaired by the Philippines Maritime Industry Authority (MARINA) of the Department of Transportation and the Netherlands Ministry of Infrastructure and Water Management. In this regard, the Meeting looked forward to the implementation of the conclusions of the meeting, notably the vaccination of some 22,000 Filipino seafarers aboard Dutch-owned vessels and the application of systems of efficient crew change amid the COVID-19 pandemic to guarantee continuous trade flow and delivery of essential goods such as medical supplies and equipment.

12. The Meeting welcomed the establishment of the Honorary Consulate of the Kingdom of the Netherlands in Davao City.



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13. The Meeting agreed that the 3rd Bilateral Consultations will be hosted by the Netherlands in 2022.

Manila, Philippines  
29 June 2021

**B. List of Heads of Missions**

**I. Philippine Ambassadors to The Netherlands**

Nicanor A. Roxas	1959 – 1962
Librado D. Cayco	1962
Eduardo T. Quintero	1964 – 1965
Delfin R. Garcia	1965 – 1971
Rogelio dela Rosa	1971-1978
Jose V. Cruz	1978 – 1980
Jose I. Plana	1984 – 1987
Rosario V. Cariño	1987-1991
Romeo A. Arguelles	1992 – 1994
Rodolfo Sanchez	1995 – 1999
Eloy R. Bello III	1999 – 2002
Romeo A. Arguelles	2002-2009
Cardozo M. Luna	2009 – 2010
Lourdes G. Morales	2011 – 2013
Jaime Victor B. Ledda	2013 - 2020
J. Eduardo Malaya	2021 – Present

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## II. Dutch Ambassadors Extraordinary and Plenipotentiary to the Philippines (unless indicated otherwise)

HEAD OF MISSION	TERM
H.E. Mr. A.J.D. Steenstra Toussaint*	1948 - 1951
H.E. A. Merens*	1954 - 1957
H.E. R.M. Neuerberg*	1957 - 1961
H.E. Mr. J. van de Zwaal	1961 - 1966
H.E. Mr. G.J. Dissevelt	1966 - 1969
H.E. Mr. T.A. Meurs	1970 - 1973
H.E. Mr. R.S.N. baron van der Feltz	1973 - 1975
H.E. Mr. F. von Oven	1975 - 1978
H.E. Mr. Christian Thurkow	1979 - 1983
H.E. Mr. Wieger Hellema	1983 - 1987
H.E. Mr. Peter Koch	1987 - 1990
H.E. Mr. Lambert Jan Hanrath	1990 - 1994
H.E. Mr. Eric Kwint	1994 - 1998
H.E. Mr. Theo Arnold	1998 – 2003
H.E. Mr. Robert Vornis	2003 - 2007
H.E. Mr. Robert Gerard Brinks	2007 – 2012
H.E. Mr. G.A. Boon von Ochssée	2012-2014

H.E. Mrs. Marion Derckx 2014 - 2018

H.E. Mrs. Saskia De Lang 2019 - Present

*\*extraordinary envoy and minister plenipotentiary*

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**C.**  
**EMBASSY OF THE PHILIPPINES IN**  
**THE NETHERLANDS**

**I. OFFICERS**

**J. EDUARDO MALAYA**  
Ambassador Extraordinary and Plenipotentiary

**LOLITA B. CAPCO**  
Minister and Consul General

**JARIE R. OSIAS**  
First Secretary and Consul

**MA. THERESA M. ALDERS**  
First Secretary and Consul

**MARIANNE I. BRINGAS**  
Third Secretary and Consul

**EPPO H. HORLINGS**  
Consul General, ad honorem  
Philippine Honorary Consulate General, Amsterdam

**ALBERT BOS**  
Consul General, ad honorem  
Philippine Honorary Consulate General,  
Rotterdam

**AMI O. HENRIQUEZ-MENDEZ**  
Consul, ad honorem  
Philippine Consulate, Aruba

## II. SERVICE ATTACHES

**Atty. Delmer Cruz**

Labor Attache

Philippine Overseas Labor Office

Kurfürstendamm 194, 10707, Berlin, Germany

**Ms. Magnolia Misolas-Ashley**

Director and Commercial Counsellor a.i.

Philippine Trade and Investment Center

Avenue Louise 207, Brussels, Belgium

**Ms. Margarita Patricia R. Valdes**

Tourism Attache

Philippine Tourism Office

Kaiserhofstrasse 7, 60313 Frankfurt am Main, Germany

**Philippine Agriculture Office**

Avenue Louise 416, 1050 Ixelles, Brussels

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The DFA Office of European Affairs and the Maritime Industry Authority for promptly responding to queries and requests for copies of certain agreements and relevant information thereof;

Mr. Anton Lutter, for cross-checking the information on the chronology of significant bilateral and diplomatic events between the Philippines and The Netherlands, including the list of Dutch Ambassadors to Manila, and the DFA Archives and the DFA HRMO-Records for reviewing the chronology and the list of Philippine Ambassadors to The Netherlands;

Mr. Gerard Arp and his team at Arpenco Uitgeverij (Publishing House) for ensuring the timely publication of this compendium; and

Finally, the editorial team offers this book to the Almighty God from whom all knowledge, wisdom and goodness emanate.

