

CROSSROADS

A COMPENDIUM OF AGREEMENTS
BETWEEN THE PHILIPPINES AND
THE NETHERLANDS, 1951 - 2025



THE EMBASSY OF THE PHILIPPINES
THE HAGUE

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



FOREWORD

The second edition of "Crossroads: A Compendium of Agreements between the Philippines and The Netherlands, 1951 to 2025" highlights the robust and growing relations between the two countries.

Recently, milestones in the bilateral relations have been achieved, including the visit to the Philippines of H.M. Queen Máxima, in her capacity as the United Nations Secretary-General's Special Advocate for Inclusive Finance for Development (UNSGSA), in May 2024; the visit of then-Foreign Minister Hanke Bruins Slot to Manila in October 2023; and the successful conduct of the 3rd Bilateral Consultations between the Philippines and the Netherlands in September 2024.

I wish to commend the Embassy of the Philippines in The Hague, led by Ambassador J. Eduardo Malaya, for their pro-active diplomacy and significant contributions to various international organizations which have enhanced the prestige of the Philippines.

Indeed, the Philippines-Netherlands partnership has been robust and it will only get better in the years to come. The Philippines will also continue to contribute to the progressive development of international law through the Embassy's legal diplomacy initiatives undertaken in The Hague, the acknowledged "legal capital of the world."


ENRIQUE A. MANALO
Secretary for Foreign Affairs



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 agreements in this compendium, with the recent addition of two agreements on naval defense industry and diplomatic privileges, reflect the breadth and depth of the partnership between the Philippines and the Netherlands and their evidently productive and meaningful collaboration in the years to come.

These platforms or "crossroads" of cooperation were reinforced by the significant developments in the political and economic aspects of the countries' relations, particularly the meeting between President Ferdinand Marcos, Jr. and H.M. Queen Maxima of the Netherlands in May 2024, as well as the meeting between Philippine Secretary of Foreign Affairs Enrique Manalo and Dutch Foreign Minister Hanke Bruins Slot in October 2023, the first visit of NL Foreign Minister in 37 years.

First published during the 70th anniversary of the establishment of diplomatic relations, the Embassy is pleased to publish the updated "*Crossroads: A Compendium of Agreements between the Philippines and The Netherlands, 1951 to 2025*" to include the many milestones achieved, notably its proactively diplomacy with the host country and its contributions in the field of international law. 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 further 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 second volume First Secretaries Jarie Osias and Nomer B. Ado II, Princess Sharon Rose Satin and Kieren Batiles – for a job well done.

Het allerbeste voor jou! Mabuhay!

J. EDUARDO MALAYA
Ambassador



Kingdom of the Netherlands

Foreword “Crossroads: A Compendium of Agreements between the Philippines and the Netherlands, 1951 to 2025”

The Netherlands and the Philippines share a century-long tradition of worldwide navigation and exploration. Our people show a natural curiosity about the world and an understanding of its workings. Our two nations may be separated by many miles of land and sea, but our partnership is based on a foundation of mutual respect and shared values on democracy, freedoms and respect for international law. The Dutch and Filipinos have crossed paths throughout history in spirit of diplomacy, through economic relations and as seafarers. We continue to uphold these ties that bind us together: “sama sama” or “samen” as we say in our respective languages.

Agreements between countries are fundamental expressions of friendship and of mutual understanding. They express the willingness to engage with each other in different sectors, while providing the legal tools for that purpose. I therefore commend H.E. Ambassador J. Eduardo Malaya and his team for editing and publishing the “Compendium of Agreements between the Philippines and the Netherlands 1951-2025”, covering the full period of our official diplomatic relations which are approaching its 75 year anniversary. 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.

As we look to the future, we reaffirm our commitment to nurturing the special relationship between the Philippines and the Netherlands. Let us seize the opportunities that lie ahead and continue to work hand in hand towards a brighter, more prosperous future for both our nations and people.

A handwritten signature in black ink, appearing to read 'Marielle Geraedts', is positioned above the printed name.

Marielle Geraedts

Ambassador of the Kingdom of the Netherlands to the Philippines

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- Entered into force on 20 Jun 2000

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

- Signed on 23 May 2006

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- Signed on 28 August 2024

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I. OVERVIEW OF PHILIPPINES- NETHERLANDS RELATIONS

POLITICAL RELATIONS

In 2024, the Philippines and The Netherlands marked the 73rd anniversary of their diplomatic relations, which was formally established on 17 May 1951.

The relations have been enhanced by numerous high-level visits and meetings, the most recent include:

3rd Bilateral Consultations Meeting, 26 September 2024

The Philippines hosted the third bilateral consultations meeting with the Netherlands on 26 September 2024 in Makati City which reaffirmed their commitment to strengthening cooperation across political, economic and people-to-people relations, including the growing trade and investment relations, and to focus on key areas, notably agri-food production, manufacturing and logistics; water management and infrastructure; circular economy; climate change; and support to small and medium scale enterprises.

The meeting was co-chaired by Assistant Secretary for European Affairs Maria Elena P. Alagabre of the Philippine Department of Foreign Affairs and Director for Asia and Oceania Dominique Kuhling of the Netherlands' Ministry of Foreign Affairs. Philippine Ambassador J. Eduardo Malaya and Netherlands Ambassador Marielle Geraedts were also in attendance.

In 2021, the Philippines and The Netherlands conducted their second bilateral consultations meeting via video conference and issued a Joint Statement which highlighted, among others, political and economic cooperation, development cooperation, maritime cooperation, security, people-to-people linkages and the 70th anniversary of diplomatic relations (see page 159). The Philippine delegation was led by then Philippine DFA European Affairs Assistant Secretary Jaime Victor Ledda, while the Dutch side was headed by Ms. Karin Mossenlechner, former Director for Asia and Oceania of the Netherlands Ministry of Foreign Affairs. Also present were Philippine Ambassador Malaya and Netherlands Ambassador Saskia De Lang.

The two countries held their first Bilateral Consultations on 30 January 2020 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.

Both sides discussed different areas of cooperation including trade, maritime affairs, and security. They also discussed regional developments and other matters of common interest.

Inaugural Meeting of the Coordinating Authorities under the PH-NL Memorandum of Understanding on Economic and Technological Cooperation, 19 September 2024

Prior to the 3rd Bilateral Consultations on 26 September 2024, the inaugural meeting of the Philippine and Netherlands Coordinating Authorities (focal persons) of the MOU on Economic and Technological Cooperation was held at the Embassy on 19 September 2024.

Director Marie Sherylyn D. Aquia of the DTI-BITR is the Philippines' coordinating authority, while Mr. Rogier van Tooren, Head of International Finance and Emerging Markets of the Ministry of Foreign Affairs, serves as the coordinating authority for the Netherlands.

During the meeting, Commercial Counsellor Magnolia Misolas-Ashley made a presentation on proposed areas of cooperation with the Netherlands, notably in semiconductors and high-technology and renewable energy.

Accompanying Ambassador Malaya were First Secretary and Consul Nomer B. Ado II, Third Secretary and Vice Consul Marisar Ivy Cabatingan and Economic Assistant Elea Perez.

Visit of H.M Queen Maxima to the Philippines, May 2024

Her Majesty Queen Maxima of the Netherlands visited the Philippines on 21 to 23 May 2024 in her capacity as the United Nations Secretary General's Special Advocate for Inclusive Finance for Development.

Queen Maxima called on President Ferdinand Marcos, Jr. at the Malacanang Palace during which she informed him on matters pertaining to financial inclusivity, particularly for those in remote communities and support to micro, small and medium enterprises. She also visited a fishing community in Talim Island, Laguna de Bay, and participated in several forums on financial inclusivity, including at the Ateneo de Manila University.

It was the second time that H.M. Queen Maxima visited the Philippines in the same capacity, the first was from 30 June to 1 July 2015.

Visit of Foreign Minister Hanke Bruins Slot to Manila, October 2023

Secretary of Foreign Affairs Enrique A. Manalo welcomed Foreign Minister Hanke Bruins Slot in Manila on 30 October 2023, the first official visit of a Dutch Foreign Minister to the Philippines in more than three decades.

Secretary Manalo and Minister Bruins Slot agreed to expand the trade and investment links between the two countries, exchanged views on regional issues of mutual concern, and discussed defense and security cooperation including law enforcement and cybersecurity. As representatives of maritime nations, they also discussed cooperation on maritime safety and support for the more than 22,000 Filipino seafarers working across various sectors of the Netherlands' global merchant fleet.

During the press briefing after her meeting with Secretary Manalo, Minister Bruins Slot publicly expressed support for the 2016 Arbitral Award on the South China Sea, the first time the Netherlands had done so independent from the European Union.

The updated Memorandum of Understanding on Gainful Employment of Family Members of Staff of Diplomatic Missions and Consular Posts between the Philippines and the Netherlands was also signed during the meeting.

Minister Bruins Slot also visited the Philippine Internet Crimes Against Children Center (PICACC) at the headquarters of the Philippine National Police (PNP). During this engagement, Minister Slot spoke at the PNP Women and Children Protection Center. The Netherlands police is assisting the local law enforcement agencies in addressing internet crimes against children.

Leaders' Meeting

President Ferdinand R. Marcos Jr. and Netherlands Prime Minister Mark Rutte met on 14 December 2022 at the sidelines of the ASEAN-EU Summit in Brussels. They agreed to bolster bilateral cooperation in areas such as agriculture, trade and investment, defense and water management.

Other High-Level Meetings and Exchanges

During the period 2015 – 2023, the following were the other high-level meetings and exchanges between the two countries:

Meetings between Foreign Secretaries

- Meeting between Secretary of Foreign Affairs Enrique Manalo and Netherlands' Foreign Minister Wopke Hoekstra at the sidelines of the Munich Security Conference in February 2023;
- Meeting between Secretary Teodoro Locsin Jr. and Foreign Minister Wopke Hoekstra during the EU Ministerial Forum for Cooperation in the Indo-Pacific held in Paris on 22 February 2022;
- Meeting between Secretary Locsin and Foreign Minister Stef Blok at the sidelines of the ASEM 14th Foreign Ministers Meeting in Madrid in December 2019;
- Meeting between Secretary Locsin and Foreign Minister Blok at the sidelines of the ASEAN-EU Ministerial Meeting in Brussels in January 2019;
- Meeting between Secretary Locsin and Dutch Prime Minister Mark Rutte at the sidelines of the Asia-Europe Summit in Brussels in October 2018;
- Meeting between Secretary Alan Peter S. Cayetano and Foreign Minister Blok at 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 Foreign Minister Albert Gerard Koenders at the sidelines of the 34th Session of the Human Rights Council's High-Level Segment in Geneva in February 2017, and
- Meeting between Secretary Alberto del Rosario and 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.

Recent High-level Visits in The Netherlands

- Visit of Trade and Industry Undersecretary Ceferino Rodolfo, Finance Undersecretaries Maria Luwalhati Dorotan-Tiuseco and Domini S.D. Velasquez, and BSP Monetary Board Member Rosalia de Leon for the Philippine Business Dialogue, and meetings with top officials of High Tech NL and Brabant Development Agency to explore opportunities and cooperation in the semi-conductor industry.

-
- Visit of Department of Trade and Industry (DTI) Undersecretary Mary Jean Pacheco, together with Clark International Airport Corporation (CIAC) President Arrey Perez and officials from relevant agencies and organizations for a Market Sensing and Observation Mission for the development of the Clark National Food hub from 7 to 11 May 2024. Cagayan de Oro City Representative Rufus Rodriguez, Vice Chairperson of the House Committee on Trade and Industry and Representative Anna Victoria Veloso joined the delegation;
 - Visit of Defense Undersecretary Salvador Melchor B. Mison Jr. in November 2023 to sign the Memorandum of Understanding on Naval Defense Industry Cooperation and attend the NIDV Exhibition on Defence and Security (NEDS) in Rotterdam;
 - Visit of Trade and Industry Secretary Alfredo Pascual in June 2023 for the DTI Europe investment roadshow. Secretary Pascual also met with Deputy Minister for Foreign Economic Relations Henneke Schuiling during the visit;
 - Visit of Justice Secretary Jesus Crispin Remulla and National Bureau of Investigation (NBI) Director Medardo De Lemos in May 2023 to meet with Eurojust President Ladislav Hamran and establish the “points of contacts” between the Department of Justice and Eurojust and “working arrangements” between NBI and Europol;
 - Visit of Department of Trade and Industry Undersecretary Ceferino Rodolfo for the Philippines-Netherlands Business Forum in the Hague on 16 December 2022. He also met with Director General of Foreign Economic Relations Henneke Schuiling of the Ministry of Foreign Affairs on 15 December 2022; and
 - Visit of Agriculture Senior Undersecretary Domingo Panganiban in November 2022 for the National Seed Technology Park-Knowledge Transfer Project.

The following were visits of Dutch officials to the Philippines:

- Visit of Director of Asia and Oceania Dominique Kuhling of the Ministry of Foreign Affairs for the 3rd Philippines-Netherlands Bilateral Consultations Meeting on 26 September 2024;
- Visit of Director Karin Mossenlechner of the Asia and Oceania Department of the Dutch MFA for consultations with the Dutch Embassy and meeting with Assistant Secretary Jaime Victor Ledda of the DFA Office of European Affairs in June 2022;

- Visit of Special Envoy Andre Peperkoorn and Director Willem Beaujean of the Ministry of Foreign Affairs to discuss areas of cooperation in May 2019; and
- Visit of Vice Minister for Foreign Trade Marten van den Berg and an economic mission composed of 15 Dutch companies from 26 to 28 October 2016.

ECONOMIC RELATIONS

Economic relations between the Philippines and The Netherlands were elevated to a higher level as both countries have pursued initiatives facilitating trade and investments cooperation, notably the designation and inaugural meeting on 19 September 2024 of the coordinating authorities (focal persons) under the 1995 Memorandum of Understanding on Economic and Technological Cooperation.

Among the significant developments in economic relations were the visit of Dutch Foreign Minister Hanke Bruins Slot in October 2023 and of Philippine Trade and Industry Secretary Alfredo Pascual to The Netherlands in June 2023, which both paved the way to closer, mutually beneficial engagements and collaboration between the Filipino and Dutch business communities.

In early January 2025, the Philippine Business Dialogue was held on 27 January 2025 at the corporate headquarters in Amsterdam of the Dutch banking giant ING Group. Trade and Industry Undersecretary Ceferino Rodolfo, Finance Undersecretaries Maria Luwalhati Dorotan-Tiuseco and Domini S.D. Velasquez, and BSP Monetary Board Member Rosalia de Leon conducted an economic briefing before some CEOs and senior business officials. Ambassador Malaya and Ambassador Marielle Geraedts were in attendance.

The Philippine Business Dialogue marked the first time in recent years that a high-level, inter-agency economic briefing was held in the Netherlands, showcasing the country's robust economic outlook and investment-friendly policies of the Marcos Administration. It was organized in collaboration with the Department of Trade and Industry (DTI), Department of Finance (DOF), Bangko Sentral ng Pilipinas (BSP), the Philippine Embassy in The Hague, and ING Group.

The Netherlands is an important economic partner of the Philippines and in recent years has been among the latter's top five investor countries.

The trade relations have been steadily growing, with a consistent

annual increase of 10% over the last five years. Dutch investments in the Philippines are also on the rise, with around 150 Dutch companies entering the Philippine market or expanding their presence in the Philippines. The Netherlands consistently ranks among the top five investor countries in the Philippines, with a total FDI of USD 6.23 billion in 2023, making it the leading FDI source among the 27 EU Member States. Additionally, in 2023, the Netherlands was the Philippines' top export market among EU Member States, with exports valued at USD 3.09 billion.

Among the approved investments from NL are in real estate, administrative and support service, information and communication, financial and insurance, manufacturing, electricity, gas and air conditioning supply, and professional, scientific and technical activities, among others.

In terms of trade, the Netherlands ranked in the first quarter of 2024 as the 13th major trading partner of the Philippines among all countries, and the first among EU countries. The country's exports to the Netherlands had the highest share of USD 1.48 billion or 36.1% of the total exports to EU member countries.

<p>Top PH Commodity Exports to the Netherlands in the First Quarter of 2024</p> <ol style="list-style-type: none"> 1. Electronic Products 2. Coconut Oil 3. Electronic Equipment and Parts 4. Woodcrafts and Furniture 5. Chemicals <p><i>Source: Philippine Statistics Authority</i></p>	<p>Top PH Commodity Imports from The Netherlands in 2024</p> <ol style="list-style-type: none"> 1. Telephones 2. Special Pharmaceuticals 3. Edible Offal 4. Integrated Circuits <p><i>Source: The Observatory of Economic Complexity</i></p>
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PH-NL Bilateral Merchandise Trade (in USD Million)		
	2023	First Quarter 2024
Exports USD	3,088.59	1,475.38
Imports USD	560.37	238.69
Total Trade USD	3,648.96	1,717.24
<i>Source: Philippine Statistics Authority</i>		

Among the Dutch companies doing business in the Philippines are the ING Bank N.V., TNT Express Worldwide Philippines, Heineken International, Royal Philips, Royal Friesland Campina, East West Seed, Holland America Lines, Royal Van Oord, and the formerly Dutch multinationals – Unilever and Shell.

The Royal Boskalis Westminster N.V. has made significant headways in the Philippines as it is undertaking land reclamation and development for the San Miguel Aerocity in building the new Manila International Airport located in Bulacan, Bulacan, some 20 kilometers north of Metro Manila. The airport land development project has an estimated value of EUR 1.5 billion (approximately 87 billion pesos), making it the largest project in Boskalis' history. It also works with S.M. Prime Holdings in the "Pasay City Harbor Reclamation" Project, with expected completion in 2028.

Meanwhile, the semiconductor industry is among the Philippines' top industries, accounting for 62% (EUR 49 billion) of Philippine total exports. Philippine exports to the Netherlands of digital monolithic integrated circuits make up 40% of the country's total exports. The country is also host to a number of Dutch semiconductor companies, namely Ampleon, Sencio B.V., Nexperia, Alliances, and Briskr.

In 2022, the Xinyx Design Consultancy and Services Inc., a 100% Filipino-owned semiconductor company, launched its first international branch office at the High Tech Campus in Eindhoven. It provides layout services and design services, verification, automation and fully customized solutions.

The following products have been identified by the Philippine Department of Trade and Industry (DTI) for promotion to the Netherlands:

1. Electronic equipment
2. Vegetable oils and fats
3. Fruits
4. Machinery and electricity

The following sectors have also been identified by the DTI for promotion to Dutch investors:

1. Startups
2. Non-Voice Outsourcing or Software Development
3. Aerospace
4. Renewable Energy
5. Green Metals

-
6. Manufacturing
 7. Agro-Logistics
 8. Processed Food

Water Resources/Sustainable Development of Manila Bay

The Netherlands is a recognized global leader in water management and development. Upon arrangement with the National Economic Development Authority (NEDA), the Netherlands Government undertook in 2018 the study “Master Plan for the Sustainable Development of Manila Bay.”

The Plan was 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 aimed to help clean up Manila Bay and improve the living conditions in Metro Manila and its coastal zone.

The Philippines and the Netherlands are exploring a more structured engagement on water management, similar to the Netherlands’ existing framework arrangements with other countries.

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), through Nova College – IJmuiden Campus, 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.

The KVNR entered into a partnership with the PIT in 2001 on a maritime educational program, wherein support is extended to the maritime courses and nautical training to the latter’s students. Dutch shipping companies, which are part of the KVNR, then consider, recruit and deploy the graduates of this program to serve as deck officers and engineers. The Nova College, on behalf of the KVNR, provides the expertise to maintain the high-standard of PIT’s maritime education programs, including the dispatch of instructors.

FILIPINOS IN THE NETHERLANDS

There are an estimated 26,360 Filipinos in the Netherlands including its constituent countries and special municipalities (Aruba, Curacao, Sint Maarten, Bonaire, Saba, Sint Eustatius).

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

In 2022 and 2023, the Embassy welcomed a total of 26 Filipino nurses in four batches under the OTTO Work Force "Asia-Europe Talent Bridge" program as part of efforts undertaken to address shortages in the Netherlands' health and intensive care sectors. The Filipino nurses undertook eight months of training in the Philippines on the Dutch language, culture, and healthcare and underwent additional 14-day training in The Netherlands. They took a general knowledge and skill test, including a language exam, before they assume duties.

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.

II.

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

**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 1869.²⁵ 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".²⁶
- 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.²⁷
- 1929 Both the MSC and the SVD begin sending Filipino novices to the Netherlands to be trained for the priesthood.²⁸
- 1947 An opera singer is recorded as the first Filipina resident in The Netherlands.²⁹
- 1947 Consul General N.A.J. de Voogd assumes as chargé d'affaires of the Netherlands to the Philippines.³⁰
- 1948 A.J.D. Steenstra Touissant assumes as extraordinary envoy and minister plenipotentiary of the Netherlands to the Philippines.³¹

25 van Muijzenberg, Otto. "Philippine-Dutch Social Relations, 1600-2000," (Research Gate, 2001), 485.

26 Ibid., 487

27 Ibid., 491

28 Ibid., 492

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

30 Ibid., 123

31 Ibid., 123

17 May 1951	Bilateral relations commence with the appointment of Procero 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. ³²
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. ³³
2 August 1967	First batch of 25 Filipino midwives arrives in the Netherlands accompanied by Dr. Hattinga Verschure.
1968	President Diosdado Macapagal, after his term of office in December 1965, led a Philippine trade mission to The Netherlands. ³⁴
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. ³⁵
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.

³² Ibid., 108

³³ Ibid., 97

³⁴ Ibid., 98

³⁵ "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>.

EMBASSY OF THE PHILIPPINES IN THE HAGUE

- 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.³⁶
- 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.

³⁶ 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. ³⁷
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.
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.

³⁷ Ibid., 110.

2005	The Dutch Chamber of Commerce in the Philippines is established by the Philippine Chamber of Commerce and Industry, Inc. and the Netherlands Embassy.
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. It is the first comprehensive renovation of the chancery since its original construction in 1871
9-10 Nov 2021	The webinar “PH-NL Connections @ 70: Reconstructing History and Forging Ahead” is conducted in commemoration of the 70th anniversary of PH-NL diplomatic relations
15 November 2021	The Philippines-Netherlands Business Council is revitalized with the election of new Board Members and the creation of the Advisory Council.
7 June 2022	The newly renovated Embassy chancery is inaugurated in ceremonies led by Bishop Johannes Hendriks of the Roman Catholic Diocese of Haarlem-Amsterdam, together with Director Dominique Kuhling, Chief of Protocol of The Netherlands Ministry of Foreign Affairs, Ms. Irene Flotman, Chief Operating Officer of the contractor CBRE and Ambassador Malaya.
19 July 2022	The ICJ Judge Cesar Bengzon Hall at the Embassy is inaugurated in honor of the Filipino Judge in the International Court of Justice (1967-1976).
12 December 2022	Ambassador Malaya is elected as Acting President of the Administrative Council of the Permanent Court of Arbitration for term 2023 to 2024.
24 May 2023	Justice Secretary Jesus Crispin Remulla meets with Eurojust President Ladislav Hamran which led to the establishment of “points of contacts” between the Department of Justice and Eurojust.
24 May 2023	National Bureau of Investigation Director Medardo de Lemos, together with Justice Secretary Jesus Crispin Remulla, visits the Europol headquarters and meets with the latter’s Head of Institutional and Legal Affairs Alfredo Nunzi, which established “working arrangements” between the organizations.

EMBASSY OF THE PHILIPPINES IN THE HAGUE

28 June 2023	Secretary for Trade and Industry Alfredo E. Pascual visits the Netherlands as part of DTT's Europe investment roadshow.
4 July 2023	The profile bust of Dr. Jose Rizal is inaugurated at the Embassy's Rizal Courtyard.
29-30 October 2023	Secretary of Foreign Affairs Enrique A. Manalo welcomes Netherlands Foreign Minister Hanke Bruins Slot in Manila, the first visit in 37 years of a Dutch Foreign Minister, which saw the signing of the Memorandum of Understanding between the Philippines and the Netherlands on Gainful Employment of Family Members of Staff of Diplomatic Missions and Consular Post.
22 November 2023	Ambassador Malaya is elected as Chairperson of the Executive Board of the Common Fund for Commodities for term 2024.
30 November 2023	Philippine Defense Undersecretary Salvador Melchor B. Mison, Jr. and Netherlands' Royal Navy Vice Admiral Jan Willem Hartman sign the "Memorandum of Understanding on Naval Defense Industry Cooperation between the Department of National Defense of the Republic of the Philippines and the Minister of Defence of the Kingdom of the Netherlands" on the sidelines of the NIDV Exhibition Defence and Security in Rotterdam.
21 March 2024	The Philippines, through Ambassador Malaya, files the Philippines' written statement with the International Court of Justice in the proceedings relating to the request of the U.N. General Assembly for an Advisory Opinion on the question of the Obligations of States in respect of Climate Change.
21 to 23 May 2024	H.M. Queen Maxima visits the Philippines in her capacity as the United Nations Secretary General's Special Advocate for Inclusive Finance for Development (UNSGSA), and pays a courtesy call on President Ferdinand Marcos, Jr.
5 to 9 June 2024	The University of the Philippines Concert Chorus performs at the historic Diligentia Theater in The Hague for the 126th Anniversary of the Proclamation of Philippine Independence and the 125th Anniversary of the Permanent Court of

	Arbitration.
12 to 14 June 2024	The Congress of the Members of the Court is convened at the Peace Palace, The Hague, in commemoration of the 125th Anniversary of the Permanent Court of Arbitration, only the third such Congress in the 125-year history of the PCA. Ambassador Malaya addressed the Congress in his capacity as President of the Administrative Council of the Permanent Court of Arbitration for term 2023-2024.
28 August 2024	A Cooperation Agreement between the Permanent Court of Arbitration and the Philippine Dispute Resolution Center is signed by PCA Secretary General Marcin Czepelak and PDRCI President Rogelio C. Nicandro. It allows the PCA and PDRC to conduct PCA meetings and hearings at the PDRC's facilities in Bonifacio Global City, Taguig, Philippines, as well as PDRC meetings and hearings at the PCA's premises in the Peace Palace, The Hague, Netherlands.
29 August 2024	President Ferdinand Marcos Jr. welcomes PCA Secretary General Marcin Czepelak at Malacanang Palace and reaffirms the Philippines' commitment to international law.
19 September 2024	The inaugural meeting of the Coordinating Authorities (Focal Persons) under the PH-NL Memorandum of Understanding on Economic and Technological Cooperation takes place at the Philippine Embassy, with online participation of the Department of Trade and Industry.
26 September 2024	The Philippines and the Netherlands conduct their 3rd Bilateral Consultations Meeting in Makati City co-chaired by Assistant Secretary for European Affairs Maria Elena P. Algabre of the Philippine Department of Foreign Affairs and Director for Asia and Oceania Dominique Kuhling of the Netherlands Ministry of Foreign Affairs.
3 December 2024	Ambassador Malaya delivered the PH's Oral Statement before the International Court of Justice on the Advisory Opinion Proceedings on Climate Change, together with Solicitor General Menardo Guevarra and Permanent Representative to the U.N. in Geneva Carlos Sorreta.

27 January 2025

A Philippine Business Dialogue was conducted in coordination with the banking giant ING Group at its headquarters in Amsterdam, wherein Trade and Industry Undersecretary Ceferino Rodolfo, Finance Undersecretaries Maria Luwalhati Dorotan-Tiuseco and Domini S.D. Velasquez, and BSP Monetary Board Member Rosalia de Leon addressed some 50 Dutch CEOs and senior businessmen and women. Ambassadors Malaya and Marielle Geraedts also spoke at the dialogue.

HISTORICAL PHOTOGRAPH GALLERY



On December 12, 1908, eight Dutch priests of the Missionaries of the Sacred Heart (MSC) landed in Surigao.³⁸



On 4th December 1951, KLM Royal Dutch Airlines launched its inaugural flight between Amsterdam to Tokyo flying 51 hours via 6 cities, including Manila.³⁹

³⁸ MSC Philippines. 2019. "MSC in the Philippines." Photograph. <https://mscphilippines.org/wp/missionaries-of-the-sacred-heart/3/>. Accessed on 1 October 2021.

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



The Philippine Embassy acquires the property at Laan Copes van Cattenburch 125 as its chancery.⁴⁰



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 1962⁴¹

⁴⁰ Philippine Embassy in The Hague Archives, The Hague, The Netherlands. Photograph.

⁴¹ "Philippines-Netherlands 1962," Philippine Diplomatic Visits. Photograph.

<http://philippinediplomaticvisits.blogspot.com/2013/12/philippines-netherlands-1962.html>.

Accessed on 1 October 2021.



First group of nurses arrives in the Netherlands – October 1964⁴²



First group of Midwives for OLV – Amsterdam (1967)⁴³

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



President Ramos and Dutch Prime Minister Wim Kok during the latter's visit to Manila in 1994⁴⁴



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 2018⁴⁵

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

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



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.⁴⁶



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 2018.⁴⁷

46 "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>.

47 "Bilaterals with Netherlands," DFA Facebook page, 19 October 2018. Photograph.

https://www.facebook.com/permalink.php?story_fbid=1152959744858858&id=138743156280527&_tr_=%2CO%F. Accessed on 18 October 2021.



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).⁴⁸

⁴⁸ "Philippines, Netherlands hold 2nd Bilateral Consultations to Reaffirm 70 years of Relations," Philippine Embassy in The Hague. 8 July 2021. Photograph. . <https://thehaguepe.dfa.gov.ph/press-releases/1506-philippines-netherlands-hold-2nd-bilateral-consultations-to-reaffirm-70-years-of-relations>. Accessed on 1 October 2021.



Philippine Secretary of Foreign Affairs and Netherlands' Secretary General for Foreign Affairs Paul Huijts during the forum “Philippines-Netherlands Connections @ 70: Reconstructing History and Forging Ahead” in commemoration of the 70th anniversary of the establishment of diplomatic relations between the Philippines and The Netherlands, 9 and 10 November 2021



Philippine Ambassador Malaya and Netherlands Ambassador Saskia de Lang and the other panelists of the forum commemorating the 70th anniversary of PH and NL bilateral relation



Revitalization of the Philippines-Netherlands Business Council, with the election of new Board Members and the creation of the Advisory Council, 15 November 2021



Inauguration of the newly-renovated Embassy Chancery in ceremonies led by Bishop Johannes Hendriks of the Roman Catholic Diocese of Haarlem-Amsterdam, together with Chief of Protocol Director Dominique Kuhling, Chief Operating Officer Irene Flotman of the contractor CBRE and Ambassador Malaya, 7 June 2022



Inauguration of the ICJ Judge Cesar Bengzon Hall at the Embassy in honor of the Filipino Judge who served in the International Court of Justice from 1967 to 1976, in ceremonies attended by ICJ Vice President Kirill Gevorgian, ICJ Judges Yuji Iwasawa, Hilary Charlesworth and Peter Tomka, 19 July 2022



(L-R) South African Ambassador Vusi Madonsela, former Acting President, and Ambassador Malaya

Election of Ambassador Malaya as Acting President of the Administrative Council of the Permanent Court of Arbitration for term 2023-2024 during the Council's 208th session at the Peace Palace, 12 December 2022



Meeting between Justice Secretary Jesus Crispin Remulla and Eurojust President Ladislav Hamran which facilitated the establishment of “points of contacts” between the Department of Justice and Eurojust, 24 May 2023



Meeting between National Bureau of Investigation Director Medardo de Lemos together with Justice Secretary Jesus Crispin Remulla and Ambassador Malaya, and Europol’s Head of Institutional and Legal Affairs Alfredo Nunzi at the Europol Headquarters, 24 May 2023



Inauguration of the Profile Bust of Dr. Jose Rizal at the Embassy's Rizal Courtyard, the first ever Rizal monument in The Netherlands, with Knights of Rizal (KOR) Supreme Commander Sir Gerardo V. Calderon, KGCR, and other KOR officials, 4 July 2023



Meeting between Philippine Secretary of Foreign Affairs Enrique Manalo and the Netherlands' Foreign Minister Hanke Bruins Slot, 30 October 2023. It was the first official visit of a Dutch Foreign Minister to the Philippines in 37 years.



Election of Ambassador Malaya as Chairperson of the Executive Board of the Common Fund for Commodities for term 2024 during the organization's 35th Annual Meeting of the Governing Council, 22 November 2023, The Hague



Signing of the “Memorandum of Understanding on Naval Defense Industry Cooperation” by Philippine Defense Undersecretary Salvador Melchor B. Mison Jr. and Netherlands Vice Admiral Jan Willem Hartman, 30 November 2023, Rotterdam



Filing of the Philippines' written statement with the International Court of Justice in proceedings relating to the request of the U.N. General Assembly for an Advisory Opinion on Climate Change, 21 March 2024, Peace Palace



Courtesy Call of H.M. Queen Maxima of the Netherlands on President Ferdinand Marcos Jr. in her capacity as the United Nations Secretary General's Special Advocate for Inclusive Finance for Development, 22 May 2024, Malacanang Palace



Performance of the University of the Philippines Concert Chorus for the 126th Anniversary of the Proclamation of Philippine Independence and the 125th Anniversary of the Permanent Court of Arbitration, 6 June 2024, Diligentia Theater, The Hague



Address of Ambassador Malaya, President of the Administrative Council of the Permanent Court of Arbitration, at the opening session of the Congress of the Members of the Court, 12 June 2024, The Peace Palace, The Hague



Attendance of the Philippines' Members of the Court, namely Judge Raul Pangalangan, Ambassador Malaya, Dean Antonio Gabriel La Vina and Dean Sedfrey Candelaria, with Solicitor General Menardo Guevarra and Secretary General Marcin Czepelak, at the Congress of the Members of the Court of the Permanent Court of Arbitration, 12-14 June 2024, The Peace Palace, The Hague



Signing of the Cooperation Agreement between the Permanent Court of Arbitration and the Philippine Dispute Resolution, Inc., 28 August 2024, PDRCI Headquarters, Taguig City



Courtesy Call of PCA Secretary General Marcin Czepelak on President Ferdinand Marcos Jr. at the Malacanang Palace accompanied by Ambassador Malaya, 29 August 2024



Inaugural Meeting of the Coordinating Authorities under the Memorandum of Understanding on Economic and Technological Cooperation, 19 September 2024, at the Philippine Embassy



Third Philippines-Netherlands Bilateral Consultations Meeting co-chaired by Assistant Secretary for European Affairs Maria Elena Algabre and Director for Asia and Oceania Dominique Kuhling, together with Ambassador Malaya and Netherlands Ambassador Marielle Geraedts, 26 September 2024, Makati, Philippines



Ambassador Malaya delivered the PH's Oral Statement before the International Court of Justice on the Advisory Opinion Proceedings on Climate Change, together with Solicitor General Menardo Guevarra and Permanent Representative to the U.N. in Geneva Carlos Sorreta, 3 December 2024, Peace Palace, The Hague



(L-R) Managing Director Lenin Dueñas, Global Head Mr. Victor Abad, DOF Undersecretary Domini SD. Velasquez, DTI Undersecretary Dr. Ceferino Rodolfo, CEO Steven van Rijswijk CEO, Ambassador J. Eduardo Malaya, Ambassador Marielle Geraedts, DOF Undersecretary Maria Luwalhati Dorotan-Tiuseco, BSP Monetary Board Member Rosalia de Leon, Commercial Counsellor Magnolia Misolas-Ashley, ING Managing Director Jun Palanca

The Philippine Business Dialogue
27 January 2025, ING Headquarters Amsterdam

III. AGREEMENTS

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
Director General of Civil Aviation or similar functions;

b. the term “designated airline or airlines” means an airline or airlines
which one Contracting Party shall have designated, by written
notification to the other Contracting Party, in accordance with the
provisions 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.

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

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.

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

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

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 Cooperation 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;

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- l) the term “requested administration” shall mean: the customs administration from which assistance is requested.

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.

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 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.

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.

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

DEFENSE

**MEMORANDUM OF UNDERSTANDING ON NAVAL DEFENSE
INDUSTRY COOPERATION BETWEEN THE DEPARTMENT
OF NATIONAL DEFENSE OF THE REPUBLIC OF THE PHILIP-
PINES AND THE MINISTER OF DEFENCE OF THE KINGDOM
OF THE NETHERLANDS**

The DEPARTMENT OF NATIONAL DEFENSE OF THE REPUBLIC OF THE PHILIPPINES (DND-PH) and THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS (MOD-NL), hereinafter referred to singly as the “Participant” and jointly as the “Participants”;

Pursuant to the prevailing laws and regulations in their respective countries;

Considering the importance of promoting naval defense materiel-related cooperation in bilateral relations between the two countries;

Desiring to promote cooperation between their respective defense industries;

Recognizing the need to strengthen the existing friendly relations between the two countries based on full respect of sovereignty and territorial integrity and the principles of equality, non-interference to the internal affairs and mutual benefit;

Reaffirming their commitments to international law, and the Charter of the United Nations and having regard to the principles articulated in the Universal Declaration of Human Rights; and

Wishing to intensify their good and cordial relations;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

**PARAGRAPH I
DEFINITIONS**

Classified Information:	means information of whatever form, nature or method of transmission either manufactured or in the process of manufacture to which a security classification level has been attributed and which, in the interests of national security and in accordance with the national laws and regulations, require protection against unauthorized access or destruction. Classified Information may be in oral, visual, electronic, acoustic, documentary form, or in the form of material, including equipment or technology.
Contract:	means any mutually binding legal relationship under national laws that obligates a Contractor to furnish articles, supplies or services, and obligates one or more Participants to pay for them.
Contractor:	means any industrial or government organization undertaking work under a Contract or equivalent arrangement within the framework of the MOU.

**PARAGRAPH II
PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for enhancing and strengthening cooperation and coordination between the Participants for promoting and facilitating cooperation in the naval defense industry on the bases of equality, reciprocity, and mutual benefit.

The implementation of this MOU will be in accordance with the respective Constitutions, and the national laws, regulations, and policies of the Participants, and other applicable international agreements mutually entered into by them or their Governments, without prejudice to any agreement entered into by either Participant with a third party.

**PARAGRAPH III
AREAS OF COOPERATION**

1. Cooperation under this MOU will be in the area of naval defense industry-related activities, including the development, production, and acquisition of naval defense articles between the Participants.
2. The Participants will encourage and facilitate, where appropriate, direct contact between their respective Armed Forces for cooperative logistics efforts in furtherance of the intent and spirit of this MOU.

**PARAGRAPH IV
FORMS OF COOPERATION**

1. Naval defense industry cooperation between the Participants may include the following:
 - a. Promoting and facilitating the participation of their respective countries' naval defense industry in the acquisition, joint research, development, and production of defense articles;
 - b. Developing, producing, operating and managing naval defense articles;
 - c. Conducting industrial research and development (R&D) on naval materiel projects;
 - d. Providing information on naval defense industry;
 - e. Convening of joint seminars and meetings on naval defense industry; and
 - f. Other forms of cooperation as may be jointly decided upon.
2. The detailed arrangements for all cooperation activities, including but not limited to financial, claims and liability, additional disclosure and use of information-, sales and transfers and termination arrangements, will be set out in a specific Implementing Arrangement (IA) to this MOU. In addition, the Participants may conclude IAs to implement this MOU, or any part thereof, as required. All IAs will be an integral part of this MOU. In the event of any inconsistency between the wording of any IA and the wording of this MOU, the wording of this MOU will prevail.

PARAGRAPH V
JOINT NAVAL DEFENSE INDUSTRY COOPERATION
COMMITTEE

1. To effectively pursue the purpose of this MOU, a Joint Naval Defense Industry Cooperation Committee (hereinafter referred to as the “Joint Committee”) may be established and organized to address and facilitate issues of mutual cooperation in the naval defense industry.
2. The Joint Committee will be composed of representatives from each Participant and will be co-chaired by the Assistant Secretary for Logistics, Acquisitions, and Self-Reliant Defense Posture of DND-PH and the Head of the Maritime Systems Department of the Materiel and IT Command of MOD-NL.
3. The Joint Committee may establish and organize sub-committee(s) to effectively address specific project(s) or issue(s) of mutual interest, and may be composed of technical support and relevant personnel from each Participant.
4. The Joint Committee will meet upon request, alternately hosted by the Participants. The date, venue, and agenda for the Joint Committee Meeting will be discussed and decided in advance between the Participants.
5. The Points of Contacts (POC) of the Participants will be the Office for Logistics, Acquisitions, and Self-Reliant Defense Posture of DND-PH, and the National Armaments Directors office of MOD-NL.
6. The Joint Committee will:
 - a. Identify potential areas of cooperation and propose items of common interest in the naval defense industry;
 - b. Manage, oversee, and coordinate naval defense industry cooperation;
 - c. Cooperate and provide information on defense equipment, materials, and services;
 - d. Formulate and recommend IAs, if required, and monitor their implementation; and
 - e. Explore other forms of cooperation in the naval defense industry.
7. Understandings reached by the Joint Committee will be implemented upon approval by the Participants.

**PARAGRAPH VI
COOPERATION OF NAVAL DEFENSE INDUSTRY FIRMS**

1. Each Participant will inform the commercial and trade firms and entities in the naval defense industries within their respective jurisdictions of the relevant provisions of this MOU.
2. The Participants will ensure that they make clear to the firms and entities in the naval defense industry of their respective countries their responsibility to honor the contractual arrangements entered pursuant to and within the framework of this MOU.

**PARAGRAPH VII
PROVISIONS OF INFORMATION ON NAVAL DEFENSE
INDUSTRY ARTICLES, SERVICES AND QUALITY
ASSURANCE**

1. In the conduct of procurement of naval defense industry articles, each Participant will assist the other Participant on any request for information related to naval defense industry articles, services, and facilities. The request will be coursed through the POCs of this MOU.
2. For any concluded Contract for naval defense industry article procurement, the supplying Participant understands that:
 - a. Depending on available capacity, the authority in the supplying country will provide in its country, upon the request by the national authority of the purchasing country, a Government Quality Assurance (GQA) Service to Contracts to reduce or eliminate quality related risks that have been identified for the article or the Contractor.
 - b. Any Contract for which GQA is requested under the terms of this MOU, may include necessary QA that the supplying Participant deems necessary with the concurrence of the other Participant.
 - c. Contracts for which GQA is requested will state that, despite performing GQA, the Contractor will remain fully responsible for the quality of the articles in accordance with the requirements of the applicable contractual quality standard.
 - d. Any request for GQA will be based on risk and on the expectation that by performing GQA the supplying Participant will be able to provide confidence (based on objective evidence) that the contractual quality requirements will be met.

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- e. If GQA is requested, and sufficient capacity is available within the organization of the supplying Participant, detailed arrangements for GQA will be specified in a separate IA.
 3. Upon request, the supplying Participant will request the Contractor to assist the procuring Participant in the operational training for the procured articles so that the procuring Participant can adequately operate the same.
 4. The procuring Participant will inform the supplying Participant of the requirements of the procuring Participant's Armed Forces for materials and services in connection with cooperative activities as outlined in this MOU, so that on request the supplying Participant may offer timely and suitable advice or assistance on ways to satisfy those requirements.

**PARAGRAPH VIII
DISCLOSURE AND USE OF INFORMATION**

1. All information provided, shared or exchanged under this MOU will only be used for the purpose it was provided for.
2. The Participants will not sell, transfer title to, disclose, or transfer possession of any information provided, shared or exchanged by a Participant under this MOU or any equipment embodying such information to any third party without the prior written approval of the other Participant.
3. The Participants recognize that technical information exchanged under this MOU may involve intellectual property rights. Accordingly, the Participants will be responsible for protecting such rights in conformity with their respective national laws, rules, and regulations and with other international agreements signed by either of the Participants.

**PARAGRAPH IX
FINANCIAL ARRANGEMENTS**

1. Unless otherwise provided for in an IA, each Participant, agency, organization or enterprise will be responsible for its own costs in the implementation of this MOU.

**PARAGRAPH X
SECURITY**

1. Any exchange of Classified Information requires a prior IA, MOU or agreement concerning the disclosure, transfer, exchange, use and protection of Classified Information.
2. The use of one Participant's Classified Information by the other Participant in Contracts with and/or provided to the naval defense industry, requires a prior IA, MOU or agreement concerning the disclosure, transfer, exchange, use and protection of that Classified Information.

**PARAGRAPH XI
RESOLUTION OF DIFFERENCES**

1. Differences regarding the interpretation or implementation of this MOU and its IA's will be resolved only by consultation between the Participants and will not be referred to a national or international tribunal or other third party for resolution.

**PARAGRAPH XII
GENERAL PROVISIONS**

1. This MOU is not a treaty according to article 2 of the Vienna Convention on the Law of Treaties.
2. If a Participant becomes unable to fulfill the provision of this MOU, it will promptly notify the other Participant. The Participant will immediately consult with a view to continuation on a changed or reduced basis. If this is not acceptable to the other Participant, the provisions of Paragraph XIII on effectivity, amendment and termination of this MOU will apply.
3. The working language will be the English language.

**PARAGRAPH XIII
EFFECTIVITY, AMENDMENT AND TERMINATION**

1. This MOU will become effective after signature by both Participants, on the date when the DND-PH Participant completes its domestic procedure for the entry into effect of this MOU. The Philippines and Netherlands will notify each other through diplomatic channels regarding the entry into effect of the MOU in their respective countries.

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2. This MOU will remain in effect for five (5) years and will automatically be extended for successive periods of five (5) years, unless one Participant notifies the other in writing, through diplomatic channels, of its intention to terminate this MOU, at least ninety (90) days prior to the intended date of termination.
 3. This MOU may be amended by the mutual written consent of the Participants. Any such amendment will come into effect in accordance with sub-paragraph 1 of this Paragraph.
 4. The withdrawing Participant will give all reasonable assistance to the remaining Participant for the continuance of that Participant's project(s) and activities up to the effective date of termination.
 5. In the event of withdrawal from, or termination, of this MOU, the provisions regarding disclosure and use of information, security, resolution of differences and withdrawal and termination will continue to apply.
 6. The termination of this MOU will not affect the implementation of any on-going activities or projects, unless both Participants mutually decide otherwise.

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

Signed in Rotterdam, The Netherlands on the 30th day of November in the year 2023 in two (2) copies in the English language.

FOR THE DEPARTMENT OF
NATIONAL DEFENSE OF THE
REPUBLIC OF THE PHILIPPINES

FOR THE MINISTER OF
DEFENCE OF THE KINGDOM
OF THE NETHERLANDS

(Sgd.)
SALVADOR MELCHOR B.
MISON JR.

(Sgd.)
JAN WILLEM HARTMAN

Undersecretary
Office for Acquisition and
Resource Management

Vice Admiral
National Armaments Director &
Commander Materiel and IT
Command

DIPLOMATIC PRIVILEGES

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF FOREIGN AFFAIRS OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF FOREIGN AFFAIRS OF THE KINGDOM OF THE NETHERLANDS ON GAINFUL EMPLOYMENT OF FAMILY MEMBERS OF STAFF OF DIPLOMATIC MISSIONS AND CONSULAR POSTS²⁵

The Secretary for Foreign Affairs of the Republic of the Philippines and the Minister of Foreign Affairs of the Kingdom of The Netherlands (hereafter referred to individually as ‘the Signatory’ and jointly as ‘the Signatories’);

Desirous of replacing the Memorandum of Understanding on the reciprocal permission for the gainful employment of diplomat’s dependents of 7 July 1998;

Have come to the following Understanding:

1. Authorisation to engage in gainful employment

Family members, as defined below, will be authorized to engage in gainful employment in the receiving State in accordance with the laws and regulations of that State.

2. Definitions

For the purposes of this MOU:

- a. The term ‘members of the mission’ means the head of a Diplomatic Mission or Consular Post and the members of the diplomatic, consular, administrative, technical and service staff of a Diplomatic Mission or Consular Post of the sending State who carry out duties at those diplomatic or consular missions or posts and who do not have the nationality of the receiving State nor reside permanently in that State;
- b. A ‘family member’ means:
- c. the spouse of a member of the mission, as such spouse may be defined under the laws of the sending State;
- d. an unmarried financially dependent child of a member of the mission, who is

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This MOU superseded the Memorandum of Understanding on Reciprocal Permission on the Gainful Employment of Diplomat’s Dependents signed on 7 July 1998.

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- between the ages of 16 up to and including 24;
 - between the ages of 25 up to and including 27 and registered as fulltime student in a regular educational institution in the receiving State;
- e. an unmarried financially dependent child of a member of the mission, who is considered by the receiving State, on the basis of national regulations or on humanitarian grounds, to form part of the household of the member of the mission;
- f. A child that engages in full-time gainful employment, cannot be considered to be financially dependent.

3. Procedure

- 3.1. This MOU will not absolve a family member from the obligation to obtain authorization from the receiving State before engaging in gainful employment in that State. The Embassy of the sending State will send a request for authorization, on the family member's behalf, to the Protocol Department of the Ministry of Foreign Affairs of the receiving State. The request will be accompanied by the necessary documentation concerning the employment the family member wishes to engage in, establishing the full identity of the person concerned and indicating the nature of the employment for which authorisation is requested.
- 3.2. This MOU will not exempt a family member from the obligation to comply with special requirements applicable to the performance of certain occupations. The sending State may not interpret the provisions of this MOU as conferring a right to engage in a particular profession.
- 3.3. Upon verification that the person on whose behalf authorisation is being requested is a family member as defined in this MOU and that the applicable procedure referred to above in paragraph 3.1 has been complied with, the Ministry of Foreign Affairs of the receiving State will officially notify the Embassy concerned of the decision taken on the request for authorisation to engage in gainful employment under the applicable legislation of the receiving State.
- 3.4. The authorisation to engage in gainful employment will be printed on the family member's identity card.
- 3.5. The receiving State may refuse or cancel authorisation to engage in gainful employment if at any time the family

member does not comply with the immigration or naturalization laws or the tax laws of the receiving State.

4. Immunity

4.1. This MOU will not extend immunity from civil or administrative jurisdiction to a family member who engages in gainful employment in respect of any claims brought against him or her on account of acts or omissions directly connected with the performance of that employment.

4.2. If the family member has been granted immunity from the criminal jurisdiction of the receiving State on the basis of the Vienna Convention on Diplomatic Relations or any other international agreement, the sending State will waive the immunity of the family member in question from the criminal jurisdiction of the receiving State in respect of all acts or omissions relating to the gainful employment that he or she carries out, except in special cases in which the sending State considers that such a waiver would be contrary to its interests.

4.3. The waiver of immunity does not cover pre- or post-judgment measures of constraint for which a separate waiver of immunity in writing is required. The receiving State may request such a waiver from the sending State.

5. Social security and taxes

5.1. A family member who has obtained authorisation to engage in gainful employment under this MOU will be subject to the social security regime of the receiving State for all matters connected with his or her employment in that State.

5.2. This MOU does not exempt a family member from his or her obligation to pay, in the receiving State, all taxes on income arising from employment carried out in accordance with this MOU.

6. Ending of authorisation

6.1. The authorisation to engage in gainful employment granted to the family member under this MOU ends when the appointment of the member of the mission in question ends.

6.2. Employment under this MOU does not entitle the family

member to continue to reside in the receiving State. Nor does it entitle the family member to remain in that employment or to engage in different employment in the receiving State once the authorisation granted under this MOU has ended.

7. Coming into effect, duration, termination

This revised Memorandum of Understanding will come into effect on the date of signature by both Signatories and will remain in effect until terminated by either Signatory.

Either Signatory may terminate this MOU by notifying the other Signatory accordingly through diplomatic channels. The MOU will cease to apply from the first day of the third month after the date of the said notification.

This Memorandum of Understanding does not create any rights or obligations under international law.

Signed in duplicate in Manila, Philippines, on 30 October 2023, in the English language.

(Sgd.) ENRIQUE A. MANALO
Secretary of Foreign Affairs
Republic of the Philippines

(Sgd.) HANKE BRUINS SLOT
Minister of Foreign Affairs
Kingdom of The Netherlands

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 research 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 propose 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 coordinating/implementing agencies concerned in order to:

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

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

- 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

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

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

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.

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.

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.

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.

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.

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 Netherland 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

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.

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.

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.)

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;

(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,

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.

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

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

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:

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
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

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

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.

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 withdrawal

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

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, 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.

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.

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.

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

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
onerous customs obligations or formalities, than those imposed or to be
imposed 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.

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.

EMBASSY OF THE PHILIPPINES IN THE HAGUE

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

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

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

AGREEMENT WITH HAGUE-BASED INTERNATIONAL ORGANIZATION

COOPERATION AGREEMENT
between the Permanent Court of Arbitration
headquartered at the Peace Palace, Carnegieplein 2, 2517 KJ
The Hague, The Netherlands'
and
Philippine Dispute Resolution Center, Inc.
Commerce & Industry Plaza, McKinley Town Center, Fort
Bonifacio, Taguig City, Metro Manila, Philippines

This Agreement is made between:

- (1) The Permanent Court of Arbitration (the "PCA"), headquartered at the Peace Palace, Carnegieplein 2, 2517 KJ, The Hague, The Netherlands; and
- (2) Philippine Dispute Resolution Center, Inc. (the "PDRC"), headquartered at Commerce & Industry Plaza, McKinley Town Center, Fort Bonifacio, Taguig City, Metro Manila, Philippines; together referred as the "Parties."

WHEREAS:

- (A) The Parties recognize the benefits of international arbitration as a means for the peaceful resolution of international disputes;
- (B) The Parties desire to raise awareness about and further promote the more effective resolution of international disputes through arbitration and other means of dispute settlement;
- (C) The Parties are mindful that the PCA was established by the 1899 Convention for the Pacific Settlement of International Disputes at the first Hague Peace Conference, which was convened "with the object of seeking the most objective means of ensuring to all peoples the benefits of a real and lasting peace";
- (D) The Parties are mindful that the PCA's International Bureau has considerable experience and expertise in providing registry services and administrative support for international arbitral proceedings involving States, State-controlled entities, intergovernmental organizations, and private parties;
- (E) The Parties are mindful that the PDRC is a non-stock, non-profit organization incorporated in 1996 to promote and encourage the use of arbitration, mediation and other modes of avoiding or

- settling commercial disputes, and provide alternative dispute resolution services to the business community;
- (F) The Parties recognize the benefits of promoting cooperation among international arbitration institutions;
 - (G) The Parties desire to establish close ties and to promote the more effective resolution of international disputes through arbitration and other means of dispute settlement, and
 - (H) The Parties consider that dispute resolution proceedings administered by or under the auspices of the PCA may be held at the PDRC facilities, and those administered by or under the auspices of the PDRC may be held at the Peace Palace, and that, for these purposes, the Parties from time to time may require facilities and services at the seat of the other Party, and each Party would be assisted by an agreed procedure for requesting assistance of the other Party in the organization of hearings in The Hague or in Metro Manila.

NOW THEREFORE, the PCA and the PDRC agree as follows:

1. The Parties shall invite parties to proceedings they administer to seek the support of the PCA and PDRC, as appropriate, where such support can complement the services provided by the other Party, including the provision of venues for hearings.
2. The facilities and services referred to in section 1 above may comprise:
 - i. meeting and office space, including hearing rooms, party break-out rooms, and deliberation rooms;
 - ii. photocopying and internet facilities;
 - iii. essential secretarial support; and
 - iv. other facilities and services, as may be agreed between the Parties.
3. Whenever a Party (the "Requesting Institution") requires facilities and services of the other Party (the "Host"), the Secretary-General of the PCA or the President of the PDRC, as appropriate, shall submit a written request to the Host, indicating the facilities and services that will be required and the dates upon which such facilities and services will be required.
4. After receipt of such written request, the Host shall promptly inform the Requesting Institution in writing whether and to what extent the requested facilities and services can be made available to the Requesting Institution on the dates indicated in the request.
5. If so requested by the Requesting Institution, the Host shall, to the

extent possible, assist the Requesting Institution in securing the services of, inter alia, court reporters, interpreters, translators, and caterers.

6. The Parties will endeavor to cooperate in the organization of conferences, lectures, and seminars on arbitration and other means of dispute resolution, and they will, subject to confidentiality and similar considerations, exchange information and expertise on matters and activities of mutual interest.
7. The Parties, recognizing the importance of promoting arbitration and other means of dispute resolution, agree to cooperate, wherever possible and within their respective mandates, in order to facilitate the discharge of their respective functions.
8. The Parties shall separately agree on the handling of fees and costs incurred in connection with the abovementioned activities, as appropriate.
9. This agreement shall enter into force on the last date of signature set forth below.
10. This agreement may be terminated:
 - i. by mutual consent of the Parties; or
 - ii. by either Party giving notice to the other Party at least one year in advance of the effective date of termination, provided that such termination shall not affect the conduct of previously scheduled proceedings.
11. This agreement is concluded in English.

Signed for and on behalf of the
Permanent Court of Arbitration

Signed for and on behalf of the
Philippine Dispute Resolution
Center, Inc.

Dr. Hab. Marcin Czepelak
Secretary General

Atty. Rogelio C. Nicandro
President

Date: 28 August 2024

Date: 28 August 2024

J. Eduardo Malaya
Philippine Ambassador to the
Netherlands

Victor P. Lazatin
Chair, PDRCI

ANNEXES

A.

Press statement by Hanke Bruins Slot, Minister of Foreign Affairs, following the bilateral meeting with Philippine Secretary of Foreign Affairs, Enrique A. Manalo, in Manila, the Philippines, 30 October 2023

Good morning,

It's a pleasure to be here on this important day.

A holiday that enables everybody to vote. So a day to celebrate, the Barangay elections.

Because elections truly are a celebration of democracy!

So far, I've only seen a glimpse of Manila, but I can tell it's a very vibrant city. I hope one day to explore more of the country.

Because your hospitality is heartwarming.

Secretary Manalo and I had a very productive meeting, besides the signing of the MoU on Gainful Employment of Diplomat's Dependents, which facilitates further enhancement of our diplomatic relations. We discussed also our common agenda and reflected on the excellent relations between the Philippines and the Netherlands.

Our bilateral relationship goes back 72 years.

We're important trading partners and we collaborate in many areas, including on sustainable trade, innovative agriculture, water management, human rights and on the fight against online sexual exploitation of children.

And that's what we also focused on today, in an open and constructive conversation.

Looking forward and exploring ways to enhance our cooperation even further.

We discussed how we can further promote trade and investments by Dutch companies in the field of water management, agriculture, and a circular economy.

Both our countries have long coastlines.

A large part of the Netherlands lies below sea level, and was actually created out of our fight against water.

We know the Philippines has its challenges with water as well.

On water management and flood protection we can certainly work together.

But also on climate change, climate adaptation and a circular economy we share the same values and can work together.

We also are both seafaring nations, with a strong maritime history and industry. About 20,000 Filipinos work on Dutch ships, and they are doing fantastic work there.

Both our countries are committed to upholding the international law of the sea. That's why we will work jointly to build capacity concerning the content and relevance of the law of the sea.

The Netherlands stands with the Philippines in its call for the full observance of international law in the South China Sea. In that light, we support the 2016 ruling of the Permanent Court of Arbitration that vindicated the Philippines' claims. We urge all parties to respect this ruling and to refrain from confrontational actions.

Both our countries wish to cooperate more closely to ensure a stable and open Indo-Pacific region.

On the basis of our shared interests, values and views, our countries are working together closely to ensure a safer, more prosperous future for our people.

Thank you.

B.

**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.

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

Manila, Philippines
29 June 2021

C.

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

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 - 2022
H.E. Mrs. Marielle Geraedts	2022 – Present

*extraordinary envoy and minister plenipotentiary

D.

**EMBASSY OF THE PHILIPPINES IN
THE NETHERLANDS
(as of 31 January 2025)**

I. OFFICERS

J. EDUARDO MALAYA

Ambassador Extraordinary and Plenipotentiary

JARIE R. OSIAS

Minister and Consul

NOMER B. ADO II

First Secretary and Consul

IRISH KAY L. KALAW-ADO

First Secretary and Consul

MARISAR IVY C. CABATINGAN

Third Secretary and Vice 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 General, ad honorem

Philippine Consulate, Aruba

II. STAFF MEMBERS

MARICOR E. JESALVA

Administrative Officer

CORNELIO C. SANTIAGO

Finance Officer and Attaché

EDUARDO A. SANTOS

Property Officer, Protocol Officer, Security Officer and Attaché

EDNA P. YASAY

Legal Officer and Attaché

RAVINAL S. ESPIRITU

Collecting Officer and Attaché

ROVEL C. TICZON

IT Officer, Communications Officer, Records Officer and Attaché

ELEA V. PEREZ

Cultural Officer and Attaché

PRINCESS SHARON ROSE S. SATIN

Assistant, Signing Officer and Attaché

RODELIO C. ASIS

Consular Assistant and Attaché

ZANDRALYN A. DELFINO-MIRASOL

ATN Officer and Attaché

KIEREN ROEVI A. BATILES

Assistant

ARMANDO C. MAHINAY

Driver, Consular Assistant, Alternate Protocol Officer and Attaché

MARIA SOCORRO ELEVERA-VINK

Translator/Interpreter, Secretary to the Ambassador

MARIJOY BATAAC-ELSHOF

General Utility Person and Administrative Assistant

JOEL ABAD ABALLE

Driver and Administrative Assistant

III. SERVICE ATTACHES

Ms. Magnolia Misolas-Ashley

Director and Commercial Counsellor a.i.
Philippine Trade and Investment Center
Avenue Louise 207, Brussels, Belgium

Mr. Dakila F. Gonzales

Tourism Attache
Philippine Tourism Office
Kaiserhofstrasse 7, 60313 Frankfurt am Main, Germany

Ms. Nolet Fulgencio

Agriculture Attache
Philippine Agriculture Office
Avenue Louise 416, 1050 Ixelles, Brussels

Ms. Delia Palomar

Labor Attache
Philippine Overseas Labor Office
Kurfürstendamm 194, 10707, Berlin, Germany

ACKNOWLEDGMENT

The Philippine Embassy wishes to thank the following for their valuable assistance in the publication of this book:

The DFA Office of Treaties and Legal Affairs (OTLA), especially Atty. Crystal Gale P. Dampil-Mandigma, who earlier co-authored with Ambassador Malaya the *Philippine Treaties in Force 2020* (University of the Philippines Law Center, 2021) that served as the core reference for this compendium;

The Netherlands Embassy in Manila, notably Ambassador Marielle Geraedts, Deputy Head of Mission Robert van der Hum and Atty. Jaymie Reyes, for their support to this book project and other initiatives undertaken to further enhance Philippines-Netherlands diplomatic relations;

The Netherlands Ministry of Foreign Affairs, particularly Ms. Hannah Pors, for assisting the Embassy in securing copies of various agreements from the MFA's Treaty Database;

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.