



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman, Quezon City
Tel Nos. 929-6626 to 29; 929-6633 to 35
Website: <http://www.denr.gov.ph> / E-mail: web@denrgov.ph
OUPPIA Tel. No. 928-1186 and 928-1195 email address: oueiea.denr@gmail.com
Voice-Over-Internet-Protocol (VOIP) Trunkline (632)7553330 local 1068

MEMORANDUM

TO : **THE DIRECTORS**
Biodiversity Management Bureau
Ecosystems Research and Development Bureau
Environmental Management Bureau
Forest Management Bureau
Land Management Bureau
Mines and Geosciences Bureau

FROM : **THE UNDERSECRETARY**
Policy, Planning, and International Affairs

SUBJECT : **REQUEST FOR INPUTS ON THE CONSOLIDATED DRAFT OF THE PHILIPPINES-SURINAME GENERAL FRAMEWORK AGREEMENT ON ECONOMIC, SCIENTIFIC, TECHNICAL AND CULTURAL COOPERATION**

DATE : **JUN 10 2021**

This is to refer the letter dated 8 June 2021 from the Office of American Affairs, Department of Foreign Affairs, requesting for inputs on the consolidated draft of the Philippines-Suriname General Framework Agreement on Economic, Scientific, Technical and Cultural Cooperation.

Attached is the revised text of the proposed FA incorporating the DFA's proposed changes for the Department's consideration. In this regard, we would like to request for inputs on the matter **by 25 June 2021**. Kindly send an advance copy to oueiea.denr@gmail.com.

For your information and appropriate action.


ATTY. JONAS R. LEONES

MEMO NO. 2021 - 430

Let's Go Green!!!



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

OFFICE OF AMERICAN AFFAIRS

OAA-1775-KCDA-2021

08 June 2021

**Subject: Philippines–Suriname General Framework Agreement on Economic,
Scientific, Technical, and Cultural Cooperation**

Dear **Sir/Madam**:

I have the honor to transmit the following observations and recommendations of the Department of Foreign Affairs on the consolidated draft Philippines–Suriname General Framework Agreement on Economic, Scientific, Technical and Cultural Cooperation:

1. It is noted that the latest text of the Framework Agreement (FA) introduced non-legally binding terminologies (“Participants,” “Paragraph,” and “will”) and legally-binding provisions on entry into force. Inasmuch as the subject FA encompasses various areas of cooperation upon which subsequent Implementing Arrangements on specific areas of cooperation may be anchored, it would be more prudent to maintain the Agreement’s legally-binding character. Thus, this Office recommends the **retention** of legally-binding terminologies in the Agreement, i.e. “Parties”, “Article”, “shall” etc.
2. In view of the cross-cutting nature of FAs, it is recommended that the comments of agencies whose mandates correspond to the areas of cooperation covered under Article IV of the proposed agreement be sought. This is to ensure that PH agencies are aware of the existence of the proposed agreement, facilitate the issuance of Certificate of Concurrence for the FA’s ratification, and maximize its implementation.
3. Revise Article VI [Paragraph VI] to reflect the existing process in securing a visa for visiting experts, technicians, official personnel etc., to wit:

“The Parties, in accordance with ...//

Please see attached distribution list

2330 Roxas Blvd., Pasay City, 1300 Philippines
Tel. No. 834 - 4000
www.dfa.gov.ph

"The Parties, in accordance with their relevant regulations and legislation, shall assist in facilitating the visa requirements and procedures of experts, technicians, and other official personnel from each other's country, whose visit is within the provisions of this Agreement, as well as its complementary sectoral agreements."

Enclosed is the revised text of the proposed FA incorporating the DFA's proposed changes for your consideration. Should your agency agree to the revised draft, the Department shall forward the proposed PHL draft to the Ministry of Foreign Affairs of Suriname for its consideration.

The Department looks forward to receiving your feedback on this matter, if any, by 30 June 2021 through the following email address: oa.div4@dfa.gov.ph.

Thank you very much for your continued support and assistance.

Best regards.

Very truly yours,

For the Secretary of Foreign Affairs:



KIRA CHRISTIANNE D. AZUCENA
Assistant Secretary

DISTRIBUTION LIST:

1. HON. ALFONSO G. CUSI

Secretary
Department of Energy

2. HON. FRANCISCO T. DUQUE III

Secretary
Department of Health

3. HON. FORTUNATO T. DELA PENA

Secretary
Department of Science and Technology

ATTN: DR. LEAH J. BUENDIA, PhD.

Assistant Secretary for International Cooperation

4. HON. BERNADETTE ROMULO-PUYAT

Secretary
Department of Tourism

ATTN: Usec. Benito C. Bengzon, Jr.

Undersecretary, Tourism Development

5. HON. GREGORIO HONASAN II

Secretary
Department of Information Communications and Technology (DICT)

6. HON. ARTHUR P. TUGADE

Secretary
Department of Transportation

7. HON. CARLOS DOMINGUEZ

Secretary
Department of Finance

ATTN: ASSISTANT SECRETARY MA. EDITA Z. TAN

Head, International Finance Group

8. HON. KARL KENDRICK T. CHUA

Secretary
National Economic Development Authority

9. HON. WILLIAM DAR

Secretary
Department of Agriculture

10. HON. ARSENIO LIZASO

Chairman
National Commission for Culture and the Arts

11. DR. FRANCISCO T. DUQUE III

Secretary
Department of Health

ATTN: DR. ANJO FABELLON

Medical Officer IV
Bureau of International Health Cooperation (BIHC)

12. HON. LEONOR M. BRIONES

Secretary
Department of Education

ATTN: Ms. MARGARITA CONSOLACION C. BALLESTEROS

International Cooperation Office

13. HON. WILLIAM I. RAMIREZ

Commissioner
Philippine Sports Commission

ATTN: ATTY. GUILLERMO B. IROY, JR.

Bureau Director of Coordinating Secretariat and Support Services

14. HON. BENJAMIN E. DIOKNO, Ph.D.

Governor
Banko Sentral ng Pilipinas

15. GEN. ROY A. CIMATU, AFP (RET.)

Secretary
Department of Environment and Natural Resources

16. HON. JOSE RUPERTO MARTIN M. ANDANAR

Secretary
Presidential Communications Operations Office

17. Undersecretary CEFERINO S. RODOLFO

BOI Managing Head
Department of Trade and Industry - Bureau of Investment

6/10/2021

Gmail - OAA-1775-KCDA-2021 [Letter_Agencies] Request for Comments on the Draft PH-Suriname GFA

 **OAA-1775-KCDA-2021 [Letter_Agencies] Request for Comments on the Draft PH-Suriname GFA.pdf**
150K

 **OTLA_FINAL DRAFT_JAN 2021_PH-Suriname General Framework Agreement.doc**
70K

**GENERAL FRAMEWORK AGREEMENT
ON ECONOMIC, SCIENTIFIC, TECHNICAL, AND CULTURAL COOPERATION
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
AND
THE GOVERNMENT OF THE REPUBLIC OF SURINAME**

PREAMBLE

The Government of the Republic of the Philippines and the Government of the Republic of Suriname hereinafter referred to individually as a "Party," or collectively as "the Parties";

Desiring to strengthen and develop mutually beneficial relations of fraternity and friendship between the two countries and peoples for the promotion of economic, scientific, technical, and cultural cooperation based on the principles of equality, national independence, non-interferences in the internal affairs of their respective countries, in accordance with the ideals enshrined in the United Nations Charter;

Convinced that the promotion of economic, scientific, technical, and cultural cooperation between the two countries will entail concrete actions in accordance with the principles and objectives of regional cooperation, and will contribute in accelerating the development of both countries;

Determined to consolidate the ties of friendship and strengthen the cooperation between the two countries and peoples;

HAVE AGREED ON THE FOLLOWING TERMS OF COOPERATION :

ARTICLE I

The Parties shall commit themselves to strengthen their economic, scientific, technical, and cultural cooperation, in terms referred to in this Agreement and in accordance with the applicable domestic laws and regulations in their respective countries.

ARTICLE II

Under this Agreement, the Parties may sign supplementary agreements to implement specific programs relating to economic, scientific, technical, and cultural cooperation.

These agreements shall specify the objectives, scope of cooperation, as well as complimentary activities, the reciprocal obligations, the responsible contracting

authorities and, in general, all that will be necessary for the implementation of mutually-decided projects.

All terms and conditions in the provisions of any future agreement within this framework shall be subject to the review and approval of each Parties.

ARTICLE III

A technical working group, composed of members responsible for economic, scientific, technical and cultural cooperation from each participant, shall be created to implement specific agreements.

ARTICLE IV

Within the framework of this Agreement, the Parties undertake to:

- 1) Promote the implementation of development projects of interest to both Parties in the fields of green infrastructure, commerce and fair trade, transportation, education, culture, health, sports, finance, banking, real estate, telecommunications and media, public health, as well as community services (production and distribution of water and electricity, among others), sustainable agriculture, fisheries and livestock, aquaculture, energy, green mining, forestry, eco-tourism, and any other area of common interest;
- 2) Encourage the exchange of experts from the government agencies and affiliated institutions of both countries, the -sharing of best practices-development- and conduct of expert missions, technical assistance, and training ;
- 3) Promote the development of partnerships and fair economic and trade relations between the private sector and commercial enterprises of both countries, in accordance with the respective laws and regulations of both countries;
- 4) Develop other forms of economic, trade, cultural, scientific and technical cooperation, which are necessary for the sustainable development of their respective countries.
- 5) Ensure, within the limits of their respective resources and regulations, the availability of appropriate funds to achieve the cooperation objectives set out in this Agreement.

ARTICLE V

The dissemination and use of information and technical and scientific documentation exchanged between the Parties within the framework of the implementation of this Agreement are to be preserved, as the Parties shall stipulate in the respective sectoral agreements.

ARTICLE VI

The Parties, in accordance with their relevant regulations and legislation, shall assist in facilitating the visa requirements and procedures of experts, technicians, and other official personnel from each other's country, whose visit is within the provisions of this Agreement, as well as its complementary sectoral agreements.

ARTICLE VII

Any dispute between the Parties arising out of the interpretation or implementation of the provisions of this Agreement shall be settled amicably by consultations or negotiations, through diplomatic channels.

ARTICLE VIII

1. Each Party may request in writing the review, amendment, or termination of this Agreement;
2. The amendments adopted by the Parties shall come into force under the same conditions as set out under Article IX of this Agreement;
3. This Agreement may be terminated with six (6) months prior written notice by either Parties.
4. This Agreement, as well as its respective sectoral agreements to be drafted, shall be subject to a periodic review to discuss the progress of achieving its purpose and objectives. The review shall also consider the relevant emerging development issues that may require the modification of the Sectoral Agreements, as well as the manner of its implementation.

ARTICLE IX

This Agreement shall enter into force on the date of later written notification by the Parties, through diplomatic channels, indicating that the domestic requirements for its entry into force have been complied with.

This Agreement shall remain in full force and effect for a period of five (5) years, and shall be automatically renewed for similar periods, unless a Party officially notifies the other Party, through diplomatic channels, of its desire to suspend or terminate this Agreement. In such a case, the Agreement shall remain valid until sixty (60) days after the date in which the Participant receives an official notification from the other Participant expressing the desire of the latter to suspend or terminate this Agreement.

ARTICLE X

Any denunciation of this Agreement by either Party shall not prejudice the implementation of ongoing projects which will be carried out according to their forecasted length of implementation and completion, and upon due evaluation and justification.

Done in duplicate at _____ on this _____ day of _____, 2020, in Dutch, and English languages, both texts being equally valid and authentic. In case of divergence of interpretation among the texts, the English text shall prevail.

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

**FOR THE GOVERNMENT OF THE
REPUBLIC OF SURINAME**