



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
KAGAWARAN NG KAPALIGIRAN AT LIKAS NA YAMAN



MEMORANDUM

TO : The Assistant Secretary
Legal Affairs and Enforcement

The Assistant Secretary for Environment
& Concurrent Director, EMB

The Directors
Foreign Assisted and Special Projects Service
Policy and Planning Service

The Regional Executive Director
DENR-NCR
& OIC Executive Director, Pasig River Coordinating
and Management Office (PRCMO)

The Executive Director
Manila Bay Coordinating Office

FROM : The Undersecretary
Policy, Planning and International Affairs

SUBJECT : **DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENT OF THE UNITED ARAB EMIRATES AND THE
GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES ON THE
REDUCING PLASTIC WASTE LEAKAGE TO THE OCEAN IN THE
PHILIPPINES**

DATE : **OCT 18 2024**

This has reference to the proposed Memorandum of Understanding between the Government of the United Arab Emirates and the Government of the Republic of the Philippines on the Reducing Plastic Waste Leakage to the Ocean in the Philippines.

The purpose of this MOU is for the Parties, through their designated authorities, to collaborate, assess, and cooperate in progressing the Areas of Collaboration with the intention of developing and implementing a project in the Philippines in accordance with the terms of this MOU as the laws, rules, regulations, and national policies in force in each country. Additional actions may also be identified and agreed upon by the parties from time to time during the term of this MOU.

In this regard, we would like to seek your comments and recommendations on this matter. We will appreciate receiving your feedback by 25 October 2024.

For your immediate appropriate action.


ATTY. JONAS R. LEONES

MEMO NO. 2024 - 929

Draft 17/10/24

MEMORANDUM OF UNDERSTANDING

Between

GOVERNMENT OF THE UNITED ARAB EMIRATES

AND

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

ON

REDUCING PLASTIC WASTE LEAKAGE TO THE OCEAN IN PHILIPPINES

DATED _____ November 2024

This MEMORANDUM OF UNDERSTANDING (the “MOU”) is made on ____ November 2024

BETWEEN:

- 1) GOVERNMENT OF THE UNITED ARAB EMIRATES
(hereinafter referred to as “GOVERNMENT OF THE UAE”); and
- 2) GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
(hereinafter referred “GOVERNMENT OF THE PHILIPPINES”);

The GOVERNMENT OF THE UAE and the GOVERNMENT OF THE PHILIPPINES shall be referred to herein either individually as a Party or collectively as the Parties.

PREAMBLE

WHEREAS:

- (A) The GOVERNMENT OF THE UAE, through the EARTH ZAYED PHILANTHROPISTS, aims to accelerate progress towards global development goals with an emphasis on providing support to communities around the world in areas including education, environment health, food security and responding to humanitarian aid, and to maintain the United Arab Emirates' position as a regional and international leader in addressing inequality and advancing sustainable development.
- (B) The GOVERNMENT OF THE PHILIPPINES has set out a key priority to address severe pollution issues by decreasing solid waste entering its waterways, thus enhancing floodplain management and restoring riparian zones to manage water flow, reduce flooding, and rehabilitate the rivers's ecosystem to support biodiversity and improve water quality.
- (C) The Philippines National Plan of Action for the Prevention, Reduction and Management of Marine Litter targets reduction of marine litter by 50% by 2030 and zero plastic waste in Philippines water by 2040 and has the mandate to clean, rehabilitate, and develop the 25-kilometer of the Pasig River with a full rehabilitation of the banks along the water system and nearby water systems in order to provide alternative transportation, propel economic opportunities, and boost tourism activities.
- (D) The Parties, through their designated authorities, agree to collaborate, assess and cooperate in progressing to advance the actions listed in Schedule 1 (the “Actions” or “Areas of Collaboration”) in accordance with the roadmap in Schedule 2 (the “Roadmap”).
- (E) [Insert the representative entity of the Government of the Philippines] is [Insert description]
- (F) The GOVERNMENT OF THE UAE appoints the EARTH ZAYED PHILANTHROPISTS, who is to be represented by CLEAN RIVERS LTD (in its own capacity or as trustee) or its affiliates or related parties, as its designated authority to implement any Project on behalf of GOVERNMENT OF THE UAE in accordance with the terms of this MOU. CLEAN RIVERS LTD is a global non-profit based in Abu Dhabi and is dedicated to tackling the millions of tons of plastic waste entering the world's oceans through river systems every year. The organization acts as a catalyst the creation of circular economies that stop plastic waste, drive innovation, and empower communities.
- (G) The Parties have expressed an interest in undertaking the pre-feasibility assessment for the Actions and the proposed Roadmap on the terms and conditions set out in this MOU.

Now, therefore, the Parties have reached the following understanding:

1. DEFINITIONS

In this MOU, the following terms shall have the following meanings, unless otherwise stated:

- (a) **Actions or Areas of Collaboration** has the meaning given to it in paragraph (D) of the Preamble;
- (b) **CLEAN RIVERS** has the meaning given to it in Clause 5.1(a);
- (c) **Corrupt Practice** means the offering, receiving or soliciting anything of value, whether directly or indirectly, to influence the action of a Party related to any Project;
- (d) **Failure Message** has the meaning given to it in Clause 17.2;
- (e) **Fraudulent Practice** means any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a Party to obtain a financial or other benefit or to avoid any obligation;
- (f) **Funding Partner** has the meaning given to it in Clause 5.2;
- (g) **Participating Institutions** has the meaning given to it in Clause 5.2;
- (h) **Project** means to the initiatives, activities, and programs agreed by the Parties under this MOU, including those implemented through formal agreements concluded pursuant to Clauses 4.1 and 5.3; and
- (i) **Roadmap** has the meaning given to it in paragraph (D) of the Preamble.

2. OBJECTIVE

The primary objective of this MOU is for the Parties, through their designated authorities, to collaborate, assess and cooperate in progressing the Areas of Collaboration, with the intention of developing and implementing a Project in the Philippines in accordance with the terms of this MOU and the laws, rules, regulations and national policies in force in each country. Additional actions may also be identified and agreed by the Parties from time to time during the term of this MOU.

3. RELATIONSHIP

- 3.1 The relationship between the Parties shall be solely that of independent entities, and nothing in this MOU shall be deemed to constitute, create or give effect to, or otherwise be recognised, as the creation of a business entity of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein.
- 3.2 Nothing herein contained shall be construed as authorising either Party to act as an agent or representative of the other Party or to make any commitment or create any obligations for the other Party without such Party's prior written consent.
- 3.3 Each Party shall be solely responsible for its own costs and expenses incurred in connection with or related to this MOU.

4. SCOPE OF UNDERSTANDING

- 4.1 Subject to clause 21.1, this MOU is a non-binding statement of the mutual intentions of the Parties to achieve the objectives stated in Clause 2. The execution of specific activities related to this MOU shall require the negotiation, development and signing of separate, and formal definitive agreements between the Parties or their designated authorities. Such definitive agreements shall include details such as programs or projects, timeline, funding, locations, and personnel involved in the cooperation activities.

5. DESIGNATED AUTHORITY

- 5.1 The designated authority responsible for the implementation of this MOU on behalf of:
- (a) the GOVERNMENT OF THE UAE is the EARTH ZAYED PHILANTHROPISTS, who is represented by CLEAN RIVERS LTD (in its own capacity or as trustee) or its affiliates or related parties (“CLEAN RIVERS”); and
 - (b) the GOVERNMENT OF THE PHILIPPINES is [#].
- 5.2 The Parties agree to designate CLEAN RIVERS as the funding partner of any Projects (“**Funding Partner**”). Additional funding partners may be appointed to a Project upon agreement between the Parties (“**Participating Institutions**”).
- 5.3 The Parties shall coordinate with the Funding Partner for the implementation of a Project under this MOU, in accordance with all applicable laws and regulations, and shall enter into a definitive agreement with the Funding Partner setting out the terms of the engagement to implement a Project.
- 5.4 This MOU does not constitute any obligation of funds by either Party.

6. ROLE AND RESPONSIBILITIES OF THE PARTIES

- 6.1 In accordance with the laws of the Republic of the Philippines and the United Arab Emirates, the Parties shall:
- (a) share relevant information and other necessary data and materials in relation to the Areas of Collaboration and that which are required to meet the objective of this MOU;
 - (b) collaborate, assess and cooperate in progressing the Areas of Collaboration in line with the key milestones defined in the Roadmap;
 - (c) conduct joint surveys, working sessions, awareness workshops and meetings for the implementation of the MOU; and
 - (d) work together in the spirit of mutual trust and cooperation and in accordance with the terms of this MOU.

7. JOINT COMMITTEE

- 7.1 The Parties will establish a Joint Committee for the implementation of this MOU.

- 7.2 The Joint Committee will be co-chaired by a representative of each Party and will consist of representatives from CLEAN RIVERS, and [further representatives from the Government of the Philippines].
- 7.3 The Joint Committee will carry out the following functions:
- (a) Appointing representatives for the day-to-day oversight and coordination of the development and implementation of any Project;
 - (b) Setting major directions of any Project to implement the cooperation activities under this MOU;
 - (c) Providing administrative and technical support for the operation and management of bilateral consultative mechanisms;
 - (d) Monitoring and evaluating the implementation of this MOU; and
 - (e) Making all other major strategic and policy decisions necessary for the successful development and implementation of any Project.
- 7.4 The Joint Committee meeting will alternate and be convened in the Republic of the Philippines and the United Arab Emirates at least once a year to ensure the implementation of a Project. The meeting may also be held via video conference or other means of communication as mutually agreed by the Parties.
- 7.5 All decisions of the Joint Committee shall be made by consensus. In case of a disagreement, the matter shall be escalated to the Parties' authorised representatives for resolution.

8. TERM AND EFFECTIVENESS

- 8.1 This MOU shall become effective on the date of signing, and shall remain valid for five (5) years from the date of its execution, unless:
- (a) terminated on or before the expiry date in accordance with Clause 18, or
 - (b) renewed prior to such expiry by mutual agreement between the Parties for a further period of three (3) years.
- 8.2 Either Party may opt to suspend the implementation of this MOU, in whole or in part, for reasons of national security, public order or public health, by duly notifying the other Party through diplomatic channels.

9. TAXES

- 9.1 During the term of this MOU, the GOVERNMENT OF THE PHILIPPINES grants any Project, exemption from all national and local taxes, duties, fees, levies and other impositions applicable to the import, export, purchase, sale, or use of goods, works, and services required for the implementation of any Project including (but not limited to) exemption from value-added tax (VAT) on all goods and services procured locally for the purposes of a Project and exemption from property taxes on any real estate acquired or used for any Project.

- 9.2 The Parties agree to do all things necessary to give effect to Clause 9.1 in accordance with the policy, legal, supervisory, and regulatory frameworks in the Philippines.

10. CORRUPT AND FRAUDULENT PRACTICES

- 10.1 Each Party requires that the other Party observes the highest standards of ethics in the implementation of any Project. A Party may terminate this MOU with immediate effect if it determines, acting reasonably, that the other Party has engaged in Corrupt Practice or Fraudulent Practice during the implementation of a Project.
- 10.2 Each Party warrants that it has not made or offered and that it will not make or offer with respect to the matters which are the subject of this MOU, any payment, gift, whether directly or through intermediaries, to or for the use of any public official (i.e. any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organisation), where such payment, gift, promise or advantage would violate any applicable laws. Each Party shall defend, indemnify and hold the other Party harmless from and against all claims, damages, losses, penalties, costs and/or expenses arising from or related to any breach by it of this warranty.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Intellectual property rights shall be protected and enforced by each Party in accordance with its national laws, rules and regulations and any international agreements to which it is a party.
- 11.2 The use of logo or official emblem of a Party or its government agencies on any publication created in connection with this MOU or a Project is prohibited without the prior written approval of that Party.

12. CONFIDENTIALITY

- 12.1 The Parties will ensure that the technical data and information mutually provided or shared, under this MOU, are not transferred or supplied to the other Party without prior written consent of the disclosing Party.
- 12.2 The existence and terms of this MOU, the fact that the Parties have entered into discussions regarding the subject matter herein, and any information received or obtained as a result of entering into or performing this MOU shall be strictly confidential and shall not be disclosed to any person other than to a Party's affiliates and their respective directors, officers, employees, professional advisors, and consultants on a need-to-know basis, except as otherwise required by law or regulation or pursuant to the rules of any recognized regulatory, governmental, or supervisory authority who has jurisdiction over the Party.
- 12.3 If this MOU is terminated at any time, a Party may request in writing that the other Party returns or destroys any confidential information of the requesting Party in their possession. As soon as reasonably practicable and no later than twenty (20) days after receiving the request, the other Party shall destroy or return all such confidential information, save to the extent it is required to do so by any applicable law, rule, requirement, or official request of any regulatory or governmental authority or stock exchange, or is contained in any electronic file created pursuant to any routine backup or archiving procedure, so long as such file is not generally accessible beyond the need for disaster recovery or similar operations.

12.4 This Clause 11 shall survive the termination of this MOU for a period of two (2) years.

13. PUBLICATION

13.1 When the Parties publish any information, the Parties will state that the information is co-published under the name of the initiative or the Parties.

13.2 The Parties will ensure that any publication about the relationship between the Parties is accurate, complete and not otherwise misleading or deceptive. Only the approved name and logo of the other Parties may be used in any such materials.

13.3 Each Party will comply with the other Party's reasonable requests about advertising and promoting this relationship.

14. LIMITATION OF PERSONNEL ACTIVITIES

14.1 Any nationals of a Party engaged in activities under this MOU in the territory of the other Party shall respect and comply with the laws and regulations of the respective Parties, do not interfere with the political independence, sovereignty, territorial integrity, and shall avoid any activities inconsistent with the purpose and objectives of this MOU.

14.2 The Funding Partner and any Participating Institutions shall not conduct any activities inconsistent with or outside the scope of activities agreed under this MOU.

15. AMENDMENT

This MOU may be extended and/or amended by mutual written consent of the Parties, through diplomatic channels. Such amendments shall form an integral part of this MOU and shall enter into force on such date as may be determined by the Parties.

16. SEVERABILITY

If any provision of this MOU is held to be void, invalid, or unenforceable, in whole or in part, such voidness, invalidity or unenforceability shall not affect the validity or enforceability of the rest of that provision or any other term of this MOU.

17. NOTICES

17.1 Any notice or other communication required or permitted to be given or made pursuant to this MOU will be in writing, and addressed and sent by registered mail or email as follow:

a. For the GOVERNMENT OF THE UNITED ARAB EMIRATES :

[]

Address: []

Phone: []

Email: []

b. For the GOVERNMENT OF THE PHILIPPINES:

[]

Address: []

Phone: []

Email: []

17.2 Notices will be deemed to be effective as follow: in the case of registered mail, seven days after posting; in the case of email, upon being sent unless the sender receives an automated message generated by the recipient's mail server ("**Failure Message**") that the email has not been delivered within two hours. For the avoidance of doubt any response generated by or at the instigation of the recipient (including an 'out of office' message) will not be a Failure Message.

17.3 In the event of a change of address, a Party shall notify the other Party of such change in writing.

18. TERMINATION

18.1 The Parties may terminate this MOU at any time by mutual agreement in writing.

18.2 Either Party may terminate this MOU at any time by giving a written notification to the other Party through diplomatic channels at least 6 (six) months in advance.

18.3 Upon termination of this MOU, each Party shall take immediate steps to end its activities pertaining to obligations under this MOU in a prompt and orderly manner, minimising their losses and limiting further expenditures to a minimum.

18.4 Termination of this MOU by the GOVERNMENT OF THE PHILIPPINES shall not affect any tax exemptions, privileges, or benefits granted to any Project under Clause 9 of this MOU. Any such exemptions, privileges, or benefits shall remain in effect for the duration of any Project, as previously agreed and approved.

19. ENTIRE AGREEMENT

19.1 This MOU constitutes the entire agreement between the Parties relating to its subject matter and contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of a Party has authority to make, and the Parties will not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

20. LANGUAGE

20.1 All notices, certificates, correspondence or other communications under or in connection with this MOU shall be in the English language.

21. GENERAL

21.1 This MOU shall not constitute and is not intended to establish any legally binding contractual obligation or other form of relationship between the Parties, with the exception of Clauses 8 to 22 (inclusive), which the Parties agree shall be legally binding.

21.2 No Party, nor any of its affiliates, nor its or their respective officers, directors, employees or professional advisors shall be liable for any indirect, consequential, punitive or similar loss or damage resulting from or arising out of this MOU, including (but not limited to) loss of profit, loss of business opportunity or business interruptions, howsoever caused.

21.3 This MOU may be executed in one or more counterparts and by one or more Parties to any counterpart, each of which shall be deemed an original and all of which together shall constitute one and the same MOU.

22. GOVERNING LAW

22.1 This MOU, and the activities herein, shall be governed by and construed in accordance with, the laws of the United Arab Emirates.

22.2 Any disputes arising out of the interpretation, implementation, or application of this MOU will be settled amicably through mutual consultations and negotiations between the Parties in good faith.

22.3 In the event the Parties are unable to reach a resolution within (60) days of a Party providing written notice of a dispute to the other Party, the dispute may be referred to the Joint Committee for further consultation.

IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to execute and deliver this MOU on the date first above written.

For and on behalf of the **GOVERNMENT OF THE UNITED ARAB EMIRATES:**

Name:
Title:

For and on behalf of the **GOVERNMENT OF THE REPUBLIC OF PHILIPPINES:**

Name:
Title:

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Schedule 1

Areas of Collaboration

The areas of cooperation of this MOU include, but are not limited to, the following:

- a. Support the Government of the Philippines in achieving its target of reducing marine plastic litter by 50% in 2030;
- b. Implement joint activities to reduce plastic leakage into the ocean and support cleanup efforts for key rivers in the Republic of the Philippines;
- c. Conduct capacity building activities and increase stakeholders awareness through workshops, training sessions, and community engagement;
- d. Facilitate the exchange of data, information, best practices, and recommendations to reduce plastic leakage and support cleanup efforts in the Philippines;
- e. Promote collaboration in areas of shared priorities and common interest, as mutually agreed by the Parties;
- f. Design and build circular waste management systems that are economically and socially sustainable;
- g. Develop financially sustainable waste management systems; and
- h. Strengthen government capacity to set up, operate, and maintain efficient waste management systems.

Project Roadmap & Indicative Timeline

Schedule 2

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