

**WEAPONS**

**Proliferation**

**Agreement Between the  
UNITED STATES OF AMERICA  
and the PHILIPPINES**

Signed at Manila October 15 and 16, 2015



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

**PHILIPPINES**

**Weapons: Proliferation**

*Agreement signed at Manila  
October 15 and 16, 2015;  
Entered into force February 5, 2016.*

**AGREEMENT BETWEEN  
GOVERNMENT OF THE UNITED STATES OF AMERICA AND  
THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES  
CONCERNING  
COOPERATION IN COUNTERING THE PROLIFERATION OF  
WEAPONS OF MASS DESTRUCTION, STRENGTHENING MARITIME  
SECURITY, AND FOR OTHER PURPOSES**

The Government of the Republic of the Philippines and the Government of the United States of America, hereinafter referred to as "the Parties";

With a view to countering the proliferation of weapons of mass destruction (WMD) and technology, materials, and expertise related to such weapons;

Desiring to prevent the unauthorized transfer, transport, and transit of WMD and related technology, materials, and expertise;

Intending to work cooperatively to enhance existing capabilities to prevent, deter, detect, interdict, and report on illicit trafficking in WMD and related materials, particularly in the maritime domain;

Seeking to promote international security; reinforce the norms of safe and responsible conduct; and obtain timely and accurate insight into current and emerging risks;

Reaffirming, as one element of the strength of the Philippines-U.S. alliance, mutual support for the Philippine National Coast Watch System (NCWS), as referenced in the April 30, 2012 Joint Statement of the Philippines-United States Ministerial Dialogue;

Recognizing the intent of the Government of the Republic of the Philippines to move towards fully implementing Philippine Executive Order No. 57 (s. 2011) that establishes the Philippine NCWS and provides a framework for its operations;

Recognizing the Agreement between the Government of the Republic of the Philippines and the Government of the United States of America Regarding the Treatment of United States Armed Forces Visiting the Philippines, signed in Manila on February 10, 1998, and its application to activities and certain personnel temporarily in the Philippines under this Agreement in connection with activities approved by the Government of the Republic of the Philippines;

Recalling United Nations Security Council Resolution 1540 of 2004, which expressed the Council's determination to facilitate effective responses to global threats of proliferation and terrorism and reaffirmed the need to combat these dangers to international peace and security;

Desiring to establish a cooperative program to reduce threats and risks of common concern; and

Determined to initiate a cooperative program, and to establish terms that will help sustain the program and ensure its flexibility and responsiveness into the future;

Have agreed as follows:



## **ARTICLE I: AREAS OF COOPERATION**

1. The Government of the Republic of the Philippines, hereby provides consent for the Government of the United States of America to, as appropriate, assist the Government of the Republic of the Philippines in achieving the following objectives:
  - a) Countering the proliferation of WMD, as well as related technology, materials, and expertise into and from the territory of the Philippines;
  - b) Preventing the unauthorized transfer, transport and transit of chemical, biological, radiological, and nuclear weapons and related technology and expertise into or through the territory of the Philippines, including any unauthorized transfer, transport, and transit of weapons-usable chemical, biological, radiological, and nuclear materials;
  - c) Enhancing capabilities related to early warning and detection mechanisms for the outbreak of biological risks or threats; and
  - d) Such other objectives as are mutually agreed to in writing by the Parties.

## **ARTICLE II: EXECUTIVE AGENTS AND IMPLEMENTING AGREEMENTS**

1. Each Party hereby designates an executive agent responsible for the coordination and facilitation of cooperative activities under this Agreement. The U.S. Department of Defense (DoD) shall be the executive agent on behalf of the Government of the United States of America. The National Coast Watch Council of the Government of the Republic of the Philippines shall be the executive agent on behalf of the Government of the Republic of the Philippines. Each Party may amend the designation or designate additional executive agents to this Agreement by written notification to the other Party.
2. Each Party, through its executive agent, may delegate rights and responsibilities under this Agreement to other agencies, departments, or units of its government, or to other entities by written notification to the other Party as deemed appropriate.
3. The Parties, through their executive agents, may conclude implementing agreements and arrangements to carry out the provisions of this Agreement.
4. The terms of this Agreement shall apply to any future implementing agreements and arrangements and to the programs undertaken pursuant thereto. In the event of any inconsistency between this Agreement and any implementing agreement or arrangement, the provisions of this Agreement shall prevail, unless otherwise specified herein.

## **ARTICLE III: TERMS AND CONDITIONS**

1. Except as otherwise provided in this Agreement or in an implementing agreement or arrangement, the terms and conditions of this Agreement shall apply to all goods and services provided or used in accordance with this Agreement or any implementing agreements or arrangements.



2. The goods and services that are to be provided shall be mutually agreed upon in advance between the Parties' executive agents or other implementing agents.
3. For purposes of this Agreement: (a) the term "goods and services" shall refer to all materials, equipment, supplies, commodities, facilities, services, funds, documents, records, technology, training, construction, property, personal property, or other assistance provided or used under this Agreement; (b) the term "U.S. Government personnel" shall refer to the civilian and military personnel of the Government of the United States of America; and (c) the term "contractors" shall refer, respectively, to individuals and entities under contract or subcontract with the military and civilian agencies of the Government of the United States of America, including contractors, subcontractors, consultants, suppliers, or sub-suppliers of goods and services or other assistance provided under this Agreement.

#### **ARTICLE IV: COSTS**

Expenditures by the Government of the United States of America under this Agreement, including associated expenses and transportation costs, shall be subject to the availability of appropriated funds to the U.S. executive agent or the responsible implementing agency for these purposes.

#### **ARTICLE V: IMPORTATION AND EXPORTATION**

1. Taxes, costs, duties and other similar charges imposed within the Republic of the Philippines on the donation, purchase, importation into, exportation out of, and use within the Philippines, by the Government of the United States of America and its contractors, of any goods and services needed to implement this Agreement shall be charged to the account of the Government of the Republic of the Philippines or charged to the account of the executive agent or the responsible implementing agency of the Government of the Republic of the Philippines.
2. The charge of taxes on the account of the Government of the Republic of the Philippines will not apply to taxes on the income or profits of Philippine contractors.

#### **ARTICLE VI: CLAIMS**

1. With respect to claims, other than contractual claims, the Parties shall bring no legal proceedings against each other for damage to each other's property or death or injury to each other's personnel arising out of activities under this Agreement.
2. The Parties shall consult regarding claims by third parties against the Government of the United States of America, U.S. Government personnel, contractors, and subcontractors for damage, loss, or destruction of property, or injury or death to any individual arising out of activities under this Agreement. The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.



## **ARTICLE VII: STATUS AND ENTRY AND EXIT**

1. Nothing in this Agreement shall be construed to derogate from the existing privileges, exemptions, and immunities granted to U.S. Government personnel conducting activities under this Agreement pursuant to other agreements applicable at the time of entry into force of this Agreement. This Agreement shall not be construed as an expansion of the coverage of Article I of the Visiting Forces Agreement with respect to the definition of United States personnel.
2. The Government of the Republic of the Philippines shall assist the entry into, exit from, and movement throughout the country of U.S. Government personnel and contractors, and of goods and services for the purpose of carrying out activities under this Agreement.

## **ARTICLE VIII: AUDITS AND EXAMINATIONS, ACCESS TO THE SITES**

1. The Government of the United States of America shall have the right to monitor the implementation of this Agreement, to observe the progress of activities undertaken pursuant thereto, and to examine the use of any goods or services provided under this Agreement. Such reviews shall occur at the site of the relevant work or activity or, as agreed, at any other location. The Government of the Republic of the Philippines and the Government of the United States of America shall have access to all sites where activities in connection with this Agreement are undertaken or for which activities are planned to be undertaken.
2. Upon advance written request, duly authorized representatives of the Government of the United States of America shall have the right, after completion of the activities under this Agreement and for three years thereafter, to examine the use of any equipment, supplies, materials, technology, training, or services provided by the Government of the United States of America in implementation of this Agreement, at sites of their location or use, and to audit and examine all records or documentation related to the equipment, supplies, materials, technology, training, or services provided in accordance with this Agreement.
3. The Government of the Republic of the Philippines shall have the right to receive a copy of any official audit or examination report prepared by the Government of the United States of America on activities undertaken in the Philippines under this Agreement, and to make appropriate comment or response thereto.

## **ARTICLE IX: PROHIBITION ON TRANSFERS AND UNAUTHORIZED USE**

1. All goods and services provided under this Agreement are intended for the ownership and use of the Government of the Republic of the Philippines.
2. The Government of the Republic of the Philippines shall not transfer title to, or possession or control over, any goods or services provided under this Agreement and shall not permit the use of such goods or services for purposes other than those for which they have been provided without the consent of the Government of the United States of America.
3. The Government of the Republic of the Philippines shall take all reasonable measures to ensure the security of goods and services provided under this Agreement, ensure proper



maintenance and sustainment throughout their useful lifecycle, and shall protect them from theft or seizure by, or conversion to the use of, anyone other than those designated by the Government of the United States of America.

4. The Government of the Republic of the Philippines shall assist in the priority processing of all goods and services related to this Agreement in order to facilitate prompt delivery to their ultimate destinations within the Philippines.

#### **ARTICLE X: CONTRACTING**

Any contract awarded by the Government of the United States of America for the acquisition of goods or services pursuant to the implementation of this Agreement, including construction, shall be awarded in accordance with U.S. laws and regulations, including designation of U.S. contractors to perform the work. The Government of the United States of America shall consult with the Government of the Republic of the Philippines on issues related to construction projects implemented under this Agreement, including construction standards and safety.

#### **ARTICLE XI: INTERPRETATION AND IMPLEMENTATION**

1. Any differences concerning the interpretation or implementation of this Agreement shall be resolved solely through consultation or negotiation between the Parties.
2. The Parties shall consult with respect to any planned activities under this Agreement that either Party considers hazardous.

#### **ARTICLE XII: ENTRY INTO FORCE, DURATION, AND TERMINATION**

1. This Agreement shall enter into force upon the date of the later note in an exchange of diplomatic notes between the Parties confirming that their domestic requirements for its entry into force have been completed.
2. This Agreement shall remain in force for a period of five (5) years and be renewed automatically for the same periods, unless one Party notifies the other in writing, through diplomatic channels, of its intention to terminate the agreement, at least one hundred eighty (180) days prior to the intended date of termination.
3. Notwithstanding the termination of this Agreement, the obligations of the Government of the Republic of the Philippines with respect to the goods and services provided under this Agreement shall continue to apply without time limit, and the provisions regarding audits and examinations shall continue to apply as specified in Article VIII of this Agreement.

#### **ARTICLE XIII: AMENDMENT**

This Agreement may be amended by the written agreement of the Parties. Any such amendment shall take effect in accordance with Paragraph 1 of Article XII.



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

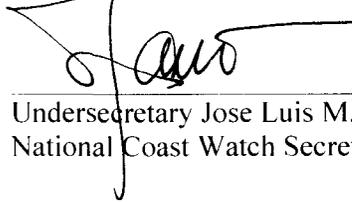
DONE at Manila, this ~~15th~~ <sup>and 16th</sup> day of October, 2015, in two originals in the English language.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:



Ambassador Philip S. Goldberg  
U.S. Ambassador to the Philippines

FOR THE GOVERNMENT OF THE  
REPUBLIC OF THE PHILIPPINES:



Undersecretary Jose Luis M. Alano  
National Coast Watch Secretariat