

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
CONCERNING
THE CANADA-ASEAN COOPERATIVE PROGRAM
ON MARINE SCIENCE - PHASE II

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
AND
THE GOVERNMENT OF CANADA
CONCERNING
THE CANADA-ASEAN COOPERATIVE PROGRAM
ON MARINE SCIENCE - PHASE II

WHEREAS, the Government of Canada (hereinafter called "Canada") wishes to assist the Association of Southeast Asian Nations (hereinafter called "ASEAN") in the implementation of the Canada ASEAN Cooperative Program on Marine Science - Phase II (hereinafter called the "Project") as described in Annex "A", attached hereto;

WHEREAS, the ASEAN countries (Brunei Darussalam, Indonesia, Malaysia, Philippines, Singapore and Thailand) have through a collective agreement, decided to undertake the Project and have designated the Government of Brunei Darussalam as their representative for the purposes of this Memorandum;

AND WHEREAS, Brunei Darussalam agrees to act as the representative of ASEAN and to be a party to this Memorandum;
NOW, THEREFORE, Canada and ASEAN agree as follows:

ARTICLE I

NATURE OF THE MEMORANDUM OF UNDERSTANDING

Section 1.01

This Memorandum of Understanding is intended only to set out the responsibilities of the Parties in relation to the Project.

Section 1.02

This Memorandum of Understanding shall be deemed :-

- a. In respect of Indonesia, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Government of Canada and the Republic of Indonesia, dated May 21, 1991.
- b. In respect of Malaysia, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Governments of Canada and Malaysia, dated May 16, 1986.
- c. In respect of Thailand, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Governments of Canada and Thailand, dated January 5, 1983.

Section 1.03

For the purpose of this Memorandum of Understanding, Brunei Darussalam, Philippines and Singapore will undertake to assist Canadian personnel who may be required from time to time to liaise and/or work with Government officials in order to further the program's objectives (more particularly set forth in Annex A).

ARTICLE II
RESPONSIBLE AUTHORITIES

Section 2.01

CANADA designates the Canadian International Development Agency (hereinafter called "CIDA") as the agency responsible for the implementation of its obligations under this Memorandum of Understanding.

Section 2.02

ASEAN designates Brunei Darussalam as their representative for the purpose of this Memorandum of Understanding.

Section 2.03

ASEAN designates the Malaysian Ministry of Science, Technology and Environment as the agency responsible for the implementation of its obligations under this Memorandum of Understanding.

ARTICLE III
THE PROJECT

Section 3.01

CANADA and ASEAN shall participate in the implementation of the Canada-ASEAN Cooperative Program on Marine Science - Phase II (hereinafter called the "Project"). The objective of the Project is to assist ASEAN in optimising their marine resource based benefits through environmental maintenance that ensures the resource base and promotes human health.

ARTICLE IV
MANAGEMENT PLAN

Section 4.01

For implementation of the Project, CANADA and ASEAN will develop a Management Plan which will constitute an operational document between the Malaysian Ministry of Science, Technology and Environment, Brunei Darussalam and CIDA. The Management Plan will be completed and signed within ninety (90) days from the date of this Memorandum of Understanding, and when duly signed on behalf of CANADA and ASEAN will be attached hereto as Annex "B" and will contain, inter alia, the following:

- (a) a detailed description of the Project;
- (b) an outline of the methods and means to be used to carry out the Project;
- (c) a schedule for the implementation of the Project activities, including a milestone chart;
- (d) the reporting requirements for the Project;
- (e) the nature, timing and responsibilities for Project evaluations and the means by which they shall be made;
- (f) the resources required for the Project; and
- (g) a statement of additional obligations, duties and responsibilities of CANADA and ASEAN together with their contributions.

ARTICLE V

CONTRIBUTION OF CANADA

Section 5.01

CANADA will contribute an amount not exceeding eleven million and fifty-one thousand Canadian dollars (Cdn \$11,051,000) to be used toward studies on environmental criteria, pollution monitoring and baseline measurement, and red tides at identified pilot project sites. Collectively they will entail the following:

- (1) Identification of quality targets for the maintenance of marine environments in the region;
- (2) Development of standardized methods for monitoring the environment in terms of quality parameters;
- (3) Baseline measurements of the parameters;
- (4) Establishment of the "red tide" surveillance and advisory network in the region;
- (5) Training of ASEAN personnel on marine science subject matter in local programs and in Canadian institutions.

The three studies will be executed by joint teams of ASEAN and Canadian marine science professionals. They will be carefully phased over the five year period so that for instance the results of the environmental criteria study feed into the pollution monitoring and baseline measurement work. The Canadians will cover at least eight marine science sub-disciplines, and will provide technical advice, as well as on the job and workshop training. Local cost provisions will be made for travel of ASEAN Nationals to (offshore) project sites, laboratory and

field measurement equipment and expendables, a limited amount of vessel fuel and regional training.

Project training outside the region will include six post-graduate fellowships for study in marine science disciplines; twelve fellowships for practical attachments at oceanographic or related laboratories; and short term observational visits.

Section 5.02

The proceeds of the contribution shall not be used by ASEAN to pay any taxes, fees, customs duties or any other levies or charges imposed directly or indirectly by ASEAN on any goods, materials, equipment, vehicles and services purchased or acquired for, or related to, the execution of the Project.

ARTICLE VI

CONTRIBUTION OF ASEAN

Section 6.01

ASEAN will contribute the following:

- (a) take all necessary steps to implement the Project;
- (b) receive in trust all Canadian assistance to be provided for the Project, and ensure that proper accounts are maintained;
- (c) ensure that Project quarterly expenditure statements and progress reports and general reports are duly submitted to CIDA;
- (d) ensure that all Project activities to be undertaken are diligently carried out;

- (e) make available existing facilities and required support for implementation of Project activities; including an appropriate survey vessel and crew;
- (f) make available necessary counterpart scientific, technical and administrative personnel required to carry out project activities;
- (g) provide exemption from import, customs and other duties and taxes on all equipment and material supplied for the Project;
- (h) exempt Canadian personnel entering ASEAN countries to work on the Project from the payment of:
 - i) resident and local taxes for the duration of the project;
 - ii) import, customs and other taxes on all professional and technical equipment required for use in assignments in the Project and
 - iii) import, customs and other taxes on personal and household effects imported within six months of the commencement of their assignments;
- (i) provide other Project requirements all as more particularly set forth in Annex "B".

Section 6.02

- (a) The Governments of ASEAN shall indemnify and save harmless the Government of Canada, Canadian firms and Canadian personnel from civil liability under the law of their respective countries arising from the execution of official acts which are necessary for the implementation of any specific project directly concerning their respective countries, established under subsidiary agreements.
- (b) This indemnity shall not apply to grossly negligent acts, wilful misconduct, or acts taken in furtherance of the internal or personal affairs of the persons mentioned in para (a) above.

ARTICLE VII
INFORMATION

Section 7.01

ASEAN and Canada shall ensure that this Memorandum of Understanding is carried out with due diligence and efficiency and each shall furnish to the other all such information relating to the Project as shall reasonably be requested.

ARTICLE VIII
COMMUNICATIONS

Section 8.01

Any communications or documents given, made or sent by either ASEAN or Canada pursuant to this Memorandum of Understanding, shall be in writing and shall be deemed to have duly given, made or sent to the Party to which it is addressed at the time of its delivery by hand, mail, telegram, cable or radiogram at its respective address, namely:

For ASEAN: Project Coordinator
Cooperative Programme on Marine Science
Department of Environment
Ministry of Science, Technology & Environment
12th & 13th Floor, Wisma Sime Darby
Jalan Raja Laut
50662 Kuala Lumpur
Malaysia

Facsimile: (03) 293-1480

For CANADA: The Director
ASEAN Regional Development
Cooperation Program
c/o Canadian High Commission
80 Anson Road
#15-02 IBM Towers
Singapore 0207

Cable Address: DOMCAN

Telex: RS 21277 DOMCAN

Facsimile: (65) 222-7439

Section 8.02

Any one of the Parties hereto may, by written notice to the other Party hereto, change the address to which any notice or request intended for the Party so giving such notice shall be addressed.

Section 8.03

All communications and documents submitted to CANADA shall be in either the English or the French language, and those submitted to ASEAN shall be in the English language.

ARTICLE IX
INTERPRETATION

Section 9.01

Difference which may arise in the application of the provisions of this Memorandum of Understanding shall be settled by means of negotiations between CANADA and ASEAN or by any other manner mutually agreed upon by their respective Governments.

ARTICLE X
ENTIRE UNDERSTANDING

Section 10.01

This Memorandum of Understanding together with Annexes "A" and "B" which forms an integral part hereof constitutes the entire understanding between the Parties with respect to the Project.

ARTICLE XI

Section 11.01

CANADA and ASEAN will endeavour to consult each other in respect of any matter that may from time to time arise in connection with this Memorandum of Understanding.

ARTICLE XII
GENERAL PROVISIONS

Section 12.01

This Memorandum of Understanding shall come into force and effect on the date of signature and shall expire on the 24th day of July 1996. This Memorandum of Understanding may be amended from time to time, as deemed necessary, by mutual agreement by an exchange of letters.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding in duplicate in Kuala Lumpur on the 24th day of July, 1991.

ANNEX A

DESCRIPTION OF PROJECT

The overall objective of ASEAN Marine Phase II is to promote cooperation among ASEAN countries aimed at improving the opportunity for socio-economic development based on the wide use of adjacent marine resources.

In keeping with the conclusions of ASEAN Marine Phase I, the second phase is aimed at defining ASEAN marine environments in terms of quality criteria that would recognize the existing needs of industry and of population centres, but also in the medium to long term, provide increased emphasis on safeguarding human health and protecting the integrity of marine life.

ASEAN has designated the Malaysian Ministry of Science, Technology and Environment to be the implementing agency for the Project and it will in turn assign an ASEAN Project Coordinator (APC) who will ensure that execution of the project is in accordance with the policy and directives set by the Project Steering Committee. A Canadian Executing Agency (CEA) will be contracted by CIDA to manage the Canadian inputs to the Project. A full time CEA field manager will advise the APC and manage the project office.

The Canada-ASEAN Centre will be responsible for ensuring that management of the contribution funds, financial reporting, monitoring, audit and evaluation meet with CIDA's standards.

ANNEX B
MANAGEMENT PLAN

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
CONCERNING THE
CANADA-ASEAN SOLAR ENERGY IN DRYING PROCESSES PROJECT

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ASSOCIATION OF SOUTH-EAST ASIAN NATIONS
AND
THE GOVERNMENT OF CANADA
CONCERNING THE
CANADA-ASEAN SOLAR ENERGY IN DRYING PROCESSES PROJECT

The Association of Southeast Asian Nations (hereinafter called "ASEAN") and the Government of Brunei Darussalam (hereinafter called "BRUNEI DARUSSALAM"), the Government of the Republic of Indonesia (hereinafter called "INDONESIA"), the Government of Malaysia (hereinafter called "MALAYSIA"), the Government of the Republic of Philippines (hereinafter called "PHILIPPINES"), the Government of the Republic of Singapore (hereinafter called "SINGAPORE") and the Government of the Kingdom of Thailand (hereinafter called "THAILAND") and the Government of Canada (hereinafter called "CANADA"), desiring to record an understanding concerning a Canadian development assistance Project in the ASEAN region have agreed as follows:

ARTICLE 1
NATURE OF THE MEMORANDUM OF UNDERSTANDING

SECTION 1.01

This Memorandum of Understanding is intended only to set out the responsibilities of the Parties in relation to the Project.

SECTION 1.02

This Memorandum of Understanding shall be deemed :-

- a. In respect of INDONESIA, to be a subsidiary arrangement made pursuant to General Agreement on Development Cooperation between the Governments of Canada and the Republic of INDONESIA, dated May 21, 1991.
- b. In respect of MALAYSIA, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Governments of Canada and Malaysia dated May 16, 1986.
- c. In respect of THAILAND, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Governments of Canada and Thailand dated January 5, 1983.

SECTION 1.03

For the purpose of this Memorandum of Understanding, BRUNEI DARUSSALAM , PHILIPPINES and SINGAPORE will undertake to assist Canadian personnel who may be required from time to time to liaise and/or work with Government officials in order to further the program's objectives (more particularly set forth in Annex A).

ARTICLE II
RESPONSIBLE AUTHORITIES

SECTION 2.01

CANADA designates the Canadian International Development Agency (hereinafter called "CIDA") as the agency responsible for the implementation of its obligations under this Memorandum of Understanding.

SECTION 2.02

ASEAN designates Brunei Darussalam as their representative for the purpose of this Memorandum of Understanding.

SECTION 2.03

ASEAN designates the Sub-Committee on Non-Conventional Energy Research (hereinafter called "SCNCER") as the agency responsible for the implementation of its obligations under this Memorandum of Understanding.

ARTICLE III
THE PROJECT

SECTION 3.01

ASEAN and CANADA shall participate in a project directed towards providing technical assistance, equipment and management services related to the demonstration and dissemination of information related to effective solar drying technologies primarily for agricultural produce in the ASEAN region (hereinafter referred to as the "Project"). The Project is more particularly described in Annex A hereto.

ARTICLE IV
MANAGEMENT PLAN

SECTION 4.01

For implementation of the Project, CIDA and SCNCER will develop a Management Plan which will constitute an operational document between SCNCER and CIDA. The Management Plan will be completed and signed within ninety (90) days from the date of this Memorandum of Understanding, and when duly signed on behalf of CIDA and SCNCER will be attached hereto as Annex B and will contain, inter alia, the following:

- a. a detailed description of the Project;
- b. an outline of the methods and means to be used to carry out the Project;
- c. a schedule for the implementation of the Project activities, including a milestone chart;
- d. the reporting requirements for the Project;

- e. the nature, timing and responsibilities for Project evaluations and the means by which they shall be made;
- f. the resources required for the Project;
- g. a statement of additional obligations, duties and responsibilities of CIDA and SCNCER.

ARTICLE V
CONTRIBUTION OF CANADA

SECTION 5.01

The contribution of CANADA shall consist of the provision of Canadian advisors, Canadian equipment and materials and monitoring and evaluation of the Project, all as more particularly set forth in Annex B. The total value of CANADA's contribution shall not exceed four million seven hundred and forty-six thousand Canadian dollars (CDN \$4,746,000).

SECTION 5.02

The proceeds of the contribution of CANADA shall not be used to pay any taxes, fees, customs duties or any other levies or charges imposed directly or indirectly by any of the member states of ASEAN on any goods, materials, equipment, vehicles and services purchased or acquired for, or related to, the execution of the Project.

ARTICLE VI
CONTRIBUTION OF ASEAN

SECTION 6.01

ASEAN will contribute the following:

- (a) take all necessary steps to implement the Project;
- (b) receive in trust all Canadian assistance to be provided for the Project, and ensure that proper accounts are maintained;
- (c) ensure that Project quarterly expenditure statements and progress reports and general reports are duly submitted to CIDA;
- (d) ensure that all Project activities to be undertaken are diligently carried out;
- (e) make available existing facilities and required support for implementation of Project activities; including an appropriate survey vessel and crew;

- (f) make available necessary counterpart scientific, technical and administrative personnel required to carry out project activities;
- (g) provide exemption from import, customs and other duties and taxes on all equipment and material supplied for the Project;
- (h) exempt Canadian personnel entering ASEAN countries to work on the Project from the payment of:
 - i) resident and local taxes for the duration of the project;
 - ii) import, customs and other taxes on all professional and technical equipment required for use in assignments in the Project; and
 - iii) import, customs and other taxes on personal and household effects imported within six months of the commencement of their assignments.
- (i) provide other Project requirements as more particularly set forth in Annex "B".

SECTION 6.02

- (a) The Governments of ASEAN shall indemnify and save harmless the Government of Canada, Canadian firms and Canadian personnel from civil liability under the law of their respective countries arising from the execution of official acts which are necessary for the implementation of any specific project directly concerning their respective countries, established under subsidiary agreements.
- (b) This indemnity shall not apply to grossly negligent acts, wilful misconduct, or acts taken in furtherance of the internal or personal affairs of the persons mentioned in para (a) above.

ARTICLE VII
INFORMATION

SECTION 7.01

ASEAN and CANADA shall ensure that this Memorandum of Understanding is carried out with due diligence and efficiency and each shall furnish to the other all such information relating to the Project as shall reasonably be requested.

ARTICLE VIII
COMMUNICATIONS

SECTION 8.01

Any communications or documents given, made or sent by the Parties to this Memorandum of Understanding, shall be in writing and shall be deemed to have been duly given, made or sent at the time of its delivery by hand, mail, telegram, cable or radiogram if given, made or sent to the following addresses:

ASEAN: The Chairman
 ASEAN SCNCER
 4th Floor Chemical Engineering Bldg.
2 King Mongkut's Institute of
 Technology Thonburi
 Bangmod, Rasburana
 Bangkok 10140
 Thailand

Telefax: (662) 427-8077

CANADA: The Director
 ASEAN Regional Development
 Cooperation Program
 c/o Canadian High Commission
 80 Anson Road
 #15-02 IBM Towers
 Singapore 0207

Cable Address: DOMCAN

Telefax: 222-7439

Telex: RS 21277 DOMCAN

SECTION 8.02

Any one of the Parties hereto may, by written notice to the other Party hereto, change the address to which any notice or request intended for the Party so giving such notice shall be addressed.

Section 8.03

All communications and documents submitted to CANADA shall be in either the English or the French language, and those submitted to ASEAN shall be in the English Language.

ARTICLE IX
INTERPRETATION

SECTION 9.01

Differences which may arise in the Application of the provisions of this Memorandum of Understanding shall be settled by means of negotiations between CANADA and ASEAN or by any other manner mutually agreed upon by their respective Governments.

ARTICLE X
ENTIRE UNDERSTANDING

SECTION 10.01

This Memorandum of Understanding together with Annexes A and B which form an integral part hereof constitutes the entire understanding between the Parties with respect to the Project.

ARTICLE IX
CONSULTATION

SECTION 11.01

CANADA and ASEAN will endeavour to consult each other in respect of any matter that may from time to time arise in connection with this Memorandum of Understanding.

ARTICLE XII
GENERAL PROVISIONS

SECTION 12.01

This Memorandum of Understanding shall come into force and effect on the date of signature and shall expire on the 24th day of July 1996. This Memorandum of Understanding may be amended from time to time, as deemed necessary, by mutual agreement by an exchange of letters between CIDA and ASEAN.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding in duplicate in Kuala Lumpur on the 24th day of July, 1991.

ANNEX A

DESCRIPTION OF PROJECT

The objective of the project is to demonstrate the application of solar energy in drying processes (primarily agricultural and industrial) and to disseminate information about the application of appropriate solar energy technology throughout the ASEAN region with the aim of commercializing efficient and economic solar system.

The project will comprise a series of workshops in the ASEAN region on application concept design, detailed design, installation experience, monitoring and analysis of performance, and information dissemination.

The project strategy comprises:

- providing Canadian technical assistance and Canadian equipment, to assist in the local design and development of appropriate solar dryers
- sharing information, expertise and experience on various applications and designs within the ASEAN region
- developing a strategy for the application in all ASEAN countries of proven technical and economic designs which incorporate Canadian technology and equipment as appropriate.

All principal activities of the project will be coordinated by a Project Management Committee (PMC) composed of representatives of ASEAN and CIDA.

ASEAN has designated SCNCER as the ASEAN executing agency for the project. SCNCER will in turn delegate the authority for day to day project operations to an ASEAN Project Office (APO) which will be established for the project.

A Canadian executing agency will be contracted by CIDA to assist in the implementation and management of Canada's responsibilities to the project.

ANNEX B
MANAGEMENT PLAN

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
CONCERNING THE
ASEAN-CANADA FISHERIES POST HARVEST
TECHNOLOGY PROJECT - PHASE II

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
CONCERNING THE
ASEAN-CANADA FISHERIES POST HARVEST
TECHNOLOGY PROJECT - PHASE II

WHEREAS the Government of Canada (hereinafter called "CANADA") wishes to assist the Association of Southeast Asian Nations (hereinafter called "ASEAN") in the implementation of the ASEAN-Canada Fisheries Post Harvest Technology Project - Phase II (hereinafter called the "Project") as described in Annex "A" and Annex "B", attached hereto;

WHEREAS the ASEAN countries (Brunei Darussalam, Indonesia, Malaysia, Philippines, Singapore and Thailand) have through a collective agreement, decided to undertake the Project and have designated the Government of Brunei Darussalam as their representative for the purposes of this Memorandum;

AND WHEREAS Brunei Darussalam agrees to act as the representative of ASEAN and to be a party to this Memorandum;

NOW, THEREFORE, Canada, ASEAN and Brunei Darussalam agree as follows:

ARTICLE I
NATURE OF THE MEMORANDUM OF UNDERSTANDING

SECTION 1.01

This Memorandum of Understanding is intended only to set out the responsibilities of the Parties in relation to the Project.

SECTION 1.02

This Memorandum of Understanding shall be deemed :-

- a. In respect of INDONESIA, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Government of Canada and the Republic of Indonesia, dated May 21, 1991.
- b. In respect of MALAYSIA, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Governments of Canada and Malaysia, dated May 16, 1986.
- c. In respect of THAILAND, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Governments of Canada and Thailand, dated January 5, 1983.

SECTION 1.03

For the purpose of this Memorandum of Understanding, BRUNEI DARUSSALAM, PHILIPPINES and SINGAPORE will undertake to assist Canadian personnel who may be required from time to time to liaise and/or work with Government officials in order to further the program's objectives (more particularly set forth in Annex A).

ARTICLE II
RESPONSIBLE AUTHORITIES

SECTION 2.01

CANADA designates the Canadian International Development Agency (hereinafter called "CIDA") as the agency responsible for the implementation of its obligations under this Memorandum of Understanding.

SECTION 2.02

ASEAN designates Brunei Darussalam as their representative for the purpose of this Memorandum of Understanding.

SECTION 2.03

ASEAN designates Singapore as the country responsible for coordinating the Project and the Marine Fisheries Research Department/Southeast Asian Fisheries Development Center (hereinafter called "MFRD/SEAFDEC") as the agency responsible for the implementation of their obligations under this Memorandum of Understanding.

ARTICLE III
THE PROJECT

SECTION 3.01

CANADA and ASEAN shall participate in the implementation of the ASEAN-Canada Fisheries Post Harvest Technology Project - Phase II (hereinafter called the "Project"). The objective of the Project is to assist ASEAN to increase its fishery productivity for export and domestic use through improvements to fisheries post harvest activities.

ARTICLE IV
MANAGEMENT PLAN

SECTION 4.01

For implementation of the Project, CANADA and ASEAN will develop a Management Plan which will constitute an operational document between MFRD/SEAFDEC, Brunei Darussalam and CIDA. The Management Plan will be completed and signed within ninety (90) days from the date of this Memorandum of Understanding, and when duly signed on behalf of CANADA and ASEAN will be attached hereto as Annex "B" and will contain, inter alia, the following:

- (a) a detailed description of the Project;
- (b) an outline of the methods and means to be used to carry out the Project;
- (c) a schedule for the implementation of the Project activities, including a milestone chart;
- (d) the reporting requirements for the Project;

- (e) the nature, timing and responsibilities for Project evaluations and the means by which they shall be made;
- (f) the resources required for the Project; and
- (g) a statement of additional obligations, duties and responsibilities of CANADA and ASEAN together with their contributions.

ARTICLE V
CONTRIBUTION OF CANADA

SECTION 5.01

CANADA will contribute an amount not exceeding eight million Canadian dollars (Cdn \$8,000,000) to be used toward:

- (a) the establishment of three regional centres in the ASEAN region each concerned with a particular element of fisheries post harvest technology: 1) information preparation and dissemination, 2) fishery inspection and quality control and 3) fishery processing technology;
- (b) the development and implementation of a fisheries post harvest technology information system among ASEAN countries;
- (c) the development and implementation of improved industrial fisheries post harvest technology among ASEAN countries;
- (d) the development and implementation of a fishery quality control and inspection program in each ASEAN country;
- (e) the provision of training, principally through short-term scholarships, to personnel involved in fisheries post harvest technology activities in the ASEAN region.

SECTION 5.02

The proceeds of the contribution shall not be used by ASEAN to pay any taxes, fees, customs duties or any other levies or charges imposed directly or indirectly by ASEAN on any goods, materials, equipment, vehicle and services purchased or acquired for, or related to, the execution of the Project.

ARTICLE VI
CONTRIBUTION OF ASEAN

SECTION 6.01

ASEAN will contribute the following:

- (a) take all necessary steps to implement the Project;
- (b) receive in trust all Canadian assistance to be provided for the Project, and ensure that proper accounts are maintained;
- (c) ensure that Project quarterly expenditure statements and progress reports and general reports are duly submitted to CIDA;
- (d) ensure that all Project activities to be undertaken are diligently carried out;
- (e) make available existing facilities and required support for implementation of Project activities;
- (f) provide exemption from import, customs and other duties and taxes on all equipment and material supplied for the Project;
- (g) exempt Canadian personnel entering ASEAN countries to work on the Project from the payment of:
 - i) resident and local taxes for the duration of the Project;
 - ii) import, customs and other taxes on all professional and technical equipment required for use in assignments in the Project ; and

- iii) import, customs and other taxes on personal and household effects imported within six months of the commencement of their assignments;
- (h) provide other Project requirements all as more particularly set forth in Annex "B".

SECTION 6.02

- (a) The Governments of ASEAN shall indemnify and save harmless the Government of Canada, Canadian firms and Canadian personnel from civil liability under the law of their respective countries arising from the execution of official acts which are necessary for the implementation of any specific project directly concerning their respective countries, established under subsidiary agreements.
- (b) This indemnity shall not apply to grossly negligent acts, wilful misconduct, or acts taken in furtherance of the internal or personal affairs of the persons mentioned in para (a) above.

ARTICLE VII INFORMATION

SECTION 7.01

ASEAN and CANADA shall ensure that this Memorandum of Understanding is carried out with due diligence and efficiency and each shall furnish to the other all such information relating to the Project as shall reasonably be requested.

ARTICLE VIII COMMUNICATIONS

SECTION 8.01

Any communications or documents given, made or sent by either ASEAN or CANADA pursuant to this Memorandum of Understanding, shall be in writing and shall be deemed to have been duly given, made or sent to the Party to which it is addressed at the time

of its delivery by hand, mail, telegram, cable or radiogram at its respective address, namely:

For ASEAN: The Director
Fisheries Division
Primary Production Department
2nd Storey, National Development Bldg.
Maxwell Road
Singapore 0106

Cable Address: AGRIVET

Telex: RS 28851 PPD

Telefax: (65) 220-6068

For CANADA: The Director
ASEAN Regional Development
Cooperation Program
c/o Canadian High Commission
80 Anson Road
#15-02 IBM Towers
Singapore 0207

Cable Address: DOMCAN

Telex: RS 21277 DOMCAN

Telefax: (65) 222-7439

SECTION 8.02

Any one of the Parties hereto may, by written notice to the other Party hereto, change the address to which any notice or request intended for the Party so giving such notice shall be addressed.

SECTION 8.03

All communications and documents submitted to CANADA shall be in either the English or the French language, and those submitted to ASEAN shall be in the English language.

ARTICLE IX
INTERPRETATION

SECTION 9.01

Differences which may arise in the application of the provisions of this Memorandum of Understanding shall be settled by means of negotiations between CANADA and ASEAN or by any other manner mutually agreed upon by their respective Governments.

ARTICLE X
ENTIRE UNDERSTANDING

SECTION 10.01

This Memorandum of Understanding together with Annex "A" and Annex "B" which form an integral part hereof constitutes the entire understanding between the Parties with respect to the Project.

ARTICLE XI
CONSULTATION

SECTION 11.01

CANADA and ASEAN will endeavour to consult each other in respect of any matter that may from time to time arise in connection with this Memorandum of Understanding.

ARTICLE XII
GENERAL PROVISIONS

SECTION 12.01

This Memorandum of Understanding shall come into force and effect on the date of signature and shall expire on the 24th day of July 1996. This Memorandum of Understanding may be amended from time to time, as deemed necessary, by mutual agreement by an exchange of letters.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding in duplicate in Kuala Lumpur on the 24th day of July, 1991.

ANNEX A

1. The project goal is to improve the economic and social well-being of the population of the ASEAN nations by increasing the production and export (while minimizing wastage) of fish, thus generating foreign exchange earnings and augmenting the Supply of fish for domestic consumption.
2. Whereas Phase I of the Fisheries Post-Harvest Technology Project financed by CIDA was directed primarily towards institutional strengthening through the training of government officials, and upgrading technical capabilities and services, Phase II is now planned to enhance domestic and foreign market opportunities by improving quality control, processing, packaging and marketing.

The Principal elements of the Phase II Project will be:

- i) Fish Inspection and Quality Control (FIQC)
 - ii) Fish Product Technology (Product, Processing and Packaging) (FPT)
 - iii) Information Preparation and Dissemination (IPD)
3. Singapore will be the country responsible for coordinating the Project on behalf of ASEAN. The Marine Fisheries Research Department (MFRD)/Southeast Asia Fisheries Development Centre - Singapore (SEAFDEC) will be the ASEAN Executing Agency for the Project. Three Regional Centres will be established in existing institutions in the region, with each of the centres being responsible for one of the above elements.
 4. Specifically, the centres and the elements to be located in each are:

Marine Extension Unit, Department of Fisheries, Kuala Lumpur - IPD

National Centre for Quality Control, Department of Fisheries, Jakarta - FIQC

Post-harvest Technology Section, Fisheries Division, PPD, Singapore-FPT

ANNEX B
MANAGEMENT PLAN

