MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM
AND
THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
ON COOPERATION IN OIL SPILL PREPAREDNESS AND RESPONSE

The Government of the Socialist Republic of Vietnam and the Government of the Republic of the Philippines, hereinafter referred to collectively as "Contracting Parties" or individually as "Contracting Party";

BEING members of the Association of South East Asian Nations (hereinafter referred to as ASEAN) and of the International Maritime Organization (IMO);

NOTING the importance of coordination to enhance national capacity to prevent, control, mitigate and protect against marine pollution as well as in the conservation of marine resources;

TAKING INTO ACCOUNT the International Convention on the Prevention of Pollution From Ships of 1973 as modified by the Protocol of 1978 (MARPOL 73/78); the International Convention on Oil Pollution Preparedness, Response and Co-operation of 1990 (OPRC Convention 1990); the International Convention on Civil Liability for Oil Pollution Damage of 1992 (CLC 1992); the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage of 1992 (Fund Convention 1992) and the ASEAN Agreement on Disaster Management and Emergency Response of 2005;

STRENGTHENING the relationship, mutual understanding and cooperation between and among the Agencies of the Contracting Parties responsible for oil spill preparedness and response;

HAVE AGREED to conclude this Memorandum of Agreement (MOA) and the Framework Program for Joint Oil Spill Preparedness and Response (hereinafter referred to as Framework Program) which constitutes an integral part of this MOA, as follows:

ARTICLE I
OBJECTIVE OF COOPERATION

On the basis of equality, mutual benefit and to enhance efficiency in the protection of marine resources, environment and coastline areas from the dangers of oil spill coming from ships, offshore facilities, ports and oil transportation facilities, the Contracting Parties shall undertake cooperation in oil spill preparedness and response within their respective purview and in accordance with their respective applicable national laws and regulations and international treaties and conventions to which the Contracting Parties are signatories.

ARTICLE II
FIELDS OF COOPERATION

The Contracting Parties shall promote cooperation in the following fields:

1. **HUMAN RESOURCES DEVELOPMENT** - The Contracting Parties shall cooperate in personnel exchange, visits, conduct of joint training exercises, conferences, and annual seminar workshops and the grant of technical and administrative assistance on oil spill and marine environmental protection.

2. **MUTUAL ASSISTANCE** - The Contracting Parties shall undertake cooperation within the framework of applicable international laws and multilateral agreements on marine environment protection particularly in the field of combating oil and noxious substances spill, and the prevention of pollution from ships, offshore facilities, ports and other oil transportation facilities.

3. **INFORMATION EXCHANGE** - The Contracting Parties shall cooperate in the exchange of information for oil spill preparedness and response and other related issues through the establishment of focal points, and through exchange of visits or joint meetings at various levels of their respective concerned government agencies.

4. **RESEARCH AND DEVELOPMENT** - The Contracting Parties shall cooperate in research activities, and facilitate the exchange of expertise, new techniques and experiences relating to marine environmental protection activities particularly in oil spill combating and the preservation of marine resources.

5. **OTHER FIELDS OF COOPERATION** - The Contracting Parties shall cooperate in other relevant fields which are related to recent developments in the MARPOL Convention and other national laws, rules and regulations implemented by the Contracting Parties.

ARTICLE III
IMPLEMENTATION OF THE AGREEMENT

1. The National Committee on Search and Rescue of the Socialist Republic of Vietnam and the Department of Transportation and Communications through the Philippine Coast Guard of the Republic of the Philippines shall be the agencies responsible for the identification, coordination and monitoring of projects and activities to be conducted pursuant to this MOA.

2. The Contracting Parties may establish working groups to expedite the implementation of specific areas of cooperation under this MOA.

3. The Contracting Parties shall set up a plan and timetable for the implementation and regular evaluation of the implementation of this MOA,

taking into account the technical capacity and available resources of the Contracting Parties and the experience that may be gained by either side.

4. The specific tasks, obligations and conditions relating to the cooperative activities under this MOA, including the obligations that may arise from response assistance rendered by one Contracting Party to the other or any preparatory action taken for the purpose of assistance shall be discussed and agreed to by duly designated representatives of the Contracting Parties on the basis of cooperation, mutual support and consensus.

ARTICLE IV
SUPPLEMENT AND AMENDMENT

A Contracting Party may request in writing any amendment of all or any part of this MOA. Any amendment that may be mutually agreed upon in writing by the Contracting Parties shall become an integral part of this MOA and shall enter into force in accordance with Article VII hereof.

ARTICLE V
NON-PREJUDICE

Nothing in this MOA shall prejudice the territorial claims of the Contracting Parties.

ARTICLE VI
INTERPRETATION AND SETTLEMENT OF DISPUTES

Interpretation and settlement of disputes regarding the provisions of this MOA shall be settled on the basis of amity and common agreement. Differences that may arise regarding the interpretation or implementation of any of the provisions hereof shall be settled amicably by the Contracting Parties through diplomatic channels.

ARTICLE VII
ENTRY INTO FORCE AND TERMINATION

This MOA or any amendment hereto 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 fulfilled. This MOA shall remain in force unless either Contracting Party provides thirty (30) days advance written notice to the other Contracting Party of its intention to terminate the MOA.

For the purpose of terminating this MOA, an official notice should be sent through diplomatic channels and actually received by the other Contracting Party.

The termination of this MOA shall not affect any ongoing project or activity already commenced in pursuance hereof unless the Contracting Parties agree otherwise in writing.

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

Done in duplicate at Hanoi on this 20th day of October 2010 in the English language.

For the Government of the Socialist Republic of Vietnam	**For the Government of the Republic of the Philippines**
Tran Quang Khue Permanent Deputy Chairman of the National Committee on Search and Rescue (VINASARCOM)	Wilfredo D. Tamayo Chief of Philippines Coast Guard

ANNEX

FRAMEWORK PROGRAM
FOR JOINT OIL SPILL PREPAREDNESS AND RESPONSE

(ANNEX TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM AND
THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
ON COOPERATION IN OIL SPILL PREPAREDNESS AND RESPONSE)

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B. VIETNAM

6 DAILY WORK REPORT FORMAT

1. PURPOSE

1.1. Pursuant to the vision, mission, actions and commitments expressed in the Memorandum of Agreement between the Government of the Republic of the Philippines and the Government of the Socialist Republic of Vietnam on Cooperation in Oil Spill Preparedness and Response, the Contracting Parties will implement the Framework Program for Joint Oil Spill Preparedness and Response in the response areas agreed upon by the Contracting Parties.

1.2 The Contracting Parties shall develop and strengthen integrated environment and resource management systems, training of personnel, research and development, environmental pollution monitoring and risk assessment and other capacity building activities in order to prevent and minimize incidents of oil spills and their adverse impacts.

2. RESPONSE AREAS AND RESPONSIBILITIES

2.1 Response to an oil spill incident within the waters under the respective national jurisdictions of the Contracting Parties shall be conducted in accordance with national /local oil spill contingency plans.

2.2 In the event of an oil spill threatening the sea area of the Contracting Parties, the country in whose zone of responsibility the spill occurs should assume the lead role, and be initially responsible for all the actions taken related to both tracking the spill and any other necessary response such as containment, recovery, and clean-up.

2.3 In the event that an oil spill occurs in and drifts beyond the waters under the national jurisdiction of the Contracting Party in the direction of the other Contracting Party, the Contracting Party where the oil spill occurred shall report the said incident promptly to the National Oil Spill Response Center (NOSRC) of the other Contracting Party likely to be

affected by the incident in accordance with this Framework Program using the POLREP Format in Appendix 2.

2.4 In responding to a request for assistance by a Contracting Party, the responding Contracting Party shall only proceed on the basis of mutual consent.

2.5 Each Contracting Party shall maintain individual records of action taken and equipment and other resources used in response to the incident.

These records will be utilized for cost accounting purposes, reimbursements (see item 12) and in subsequent analysis of actions taken during the spill incident in order to improve the implementation of the Framework Program.

3. NATIONAL OIL SPILL RESPONSE CENTER

3.1 Each Contracting Party shall designate an agency or office within their respective jurisdiction to operate as a NOSRC. The designated NOSRC of each Contracting Party shall be the designated national oil spill preparedness and response organization as specified in the respective adopted national contingency plans of the Contracting Parties.

3.2 Each Contracting Party shall designate an On-Scene Coordinator (OSC) for each oil spill incident who will exercise operational control over the response activities of that country, including control of personnel, equipment, vessels and aircraft.

4. DESIGNATION OF NATIONAL CONTACT POINTS (NCP)

4.1 Each Contracting Party shall designate a National Contact Point (NCP). The NCP shall be the agency and its designated officers responsible for coordinating the flow of information for all activities in the event of a major oil spill.

4.2 The list of designated NCPs for each Contracting Party is attached hereto as Appendix 1.

5. REPORTS, ALERTS AND COMMUNICATIONS

5.1 Communication System

A Contracting Party in whose zone an oil spill occurs shall immediately inform the other Contracting Party if such spill drifts in the direction of the other Contracting Party, giving as much detail as possible of the incident using the standard POLREP format set out in Appendix 2. The Contracting Party receiving the message shall acknowledge such receipt at the first instance.

5.2 POLREP

5.2.1 The pollution report given to the affected Contracting Party shall be updated at least every 24 hours giving also the results of observation and prediction of the spill movement. The flow of such information shall continue until the spill no longer threatens either or both of the Contracting Parties.

5.2.2 It is the responsibility of the NCP of one Contracting Party to ensure that its reports are transmitted to the NCP and the Diplomatic Mission of the other Contracting Party.

5.3 Post-incident Reports

Following the termination of pollution response operations, the assisting Contracting Party should prepare a report of the part they played in the joint response operations within 45 days. The requesting Contracting Party should prepare and transmit to the assisting Contracting Party within 3 months the consolidated response operation report of the whole incident including

effectiveness of the personnel, equipment, materials and other means received as assistance. The report should include lessons learned and recommendations to improve the Framework Program for Joint Oil Spill Preparedness and Response in the response area agreed upon by the Contracting Parties.

6. TRAINING AND INFORMATION SHARING

6.1 The Contracting Parties will endeavor to develop and implement a joint comprehensive capacity building program in the field of oil pollution prevention, preparedness and response.

6.2 The Contracting Parties are encouraged to provide each other training and research opportunities in oil spill prevention, preparedness and response through technical assistance and support, or on a cost-sharing basis.

In order to facilitate an effective prevention and response operation, the Contracting Parties shall jointly develop and implement an information sharing system which may include the following:

a) Sensitive Resource Index;
b) Response strategy for different types of resources and habitats;
c) Likely sources of oil spills and vulnerable resources;
d) Inventory of pollution response equipment and materials;
e) Directories of local experts, trained personnel and teams;
f) Rules concerning the use of dispersants;
g) Maps showing the main environmentally sensitive areas
h) Logistics support available within the Contracting Party.

7. COMMUNICATION FACILITY, SYSTEM AND PROCEDURES DURING AN OIL SPILL INCIDENT

7.1 The designated telephone and facsimile numbers and E-mail addresses shall be updated and maintained for the smooth communication between the NOSRCs and the NCPs.

7.2 The communication plans between the NOSRCs and NCPs, as well as among maritime stakeholders involved including agencies, private entities, media, local governments and other concerned sectors, shall be developed and executed to facilitate the flow of information and the implementation of the Framework Program.

8. MUTUAL ASSISTANCE IN OIL SPILL RESPONSE

8.1 In the event of an oil spill incident, the affected Contracting Party may seek the assistance from the other Contracting Party and/or the private sector or industry. Assistance includes information on response strategies and other relevant information and the engagement of specialist personnel, equipment, material and consumable items, vessels, aircraft and other vehicles.

8.2 The requesting Contracting Party shall be fully responsible for the use and maintenance of the equipment and materials of the responding Contracting Party, while in the former's custody.

8.3 Materials and equipment employed by the requesting Contracting Party shall be rehabilitated and returned or replaced, or the cost thereof shall be reimbursed, according to the procedures set out in Appendix 3.

8.4 Rental charges for the use of vessels, vehicles and aircraft shall be reimbursed based on mutually agreed rates between the Contracting Parties.

8.5 The requesting Contracting Party shall assist the other Contracting Party in coordinating with the concerned entity/spiller for the immediate reimbursement for all labor costs incurred from the time any of its personnel is deployed to the requesting Contracting Party. Costing shall follow the provisions of the law of the requesting Contracting Party.

9. RESOURCES AVAILABLE

9.1 Each Contracting Party shall provide a list of all equipment, vessels, aircraft and support services that can be made available.

9.2 The list attached hereto as Appendix 5, should be updated, whenever there is any change.

10. MOVEMENT OF PERSONNEL, VESSELS AND EQUIPMENT BETWEEN THE PARTIES

10.1 The requesting Contracting Party shall facilitate entry and exit of personnel, vessels, aircraft and equipment, and expedite all diplomatic, customs and immigration formalities. Details of incoming personnel, vessels, aircraft and equipment such as number, identification, country of origin and proposed routes shall be communicated through the NOSRCs.

10.2 The requesting Contracting Party in coordination with the spiller shall provide such personnel, amenities and facilities that may be required to sustain a prolonged operation. Guidelines for expenses are set out in Appendix 4.

10.3 The NCP of the requesting Contracting Party shall coordinate with the NCP of the responding Contracting Party regarding movements of personnel, equipment, vessels and aircraft of the responding

Contracting Party and they shall abide by reasonable instructions mutually agreed upon by the Contracting Parties.

10.4 The requesting Contracting Party shall undertake measures to ensure the safety of personnel and provide the necessary medical treatment for the injured or sick personnel in the event that any personnel is injured or becomes ill during the oil spill response operation.

11. TERMINATION NOTICES

If an oil spill which occurred within the waters under the national jurisdiction of a Contracting Party is no longer a threat to the other Contracting Party, proper notification as to the termination of such threat and/or response operations should be made by the affected Contracting Party to the other Contracting Party through their respective NOSRCs.

12. REIMBURSEMENT PROCEDURE

12.1 In the event that a Contracting Party requested the other Contracting Party to respond to an incident, the OSC of the requested Contracting Party shall ensure that a daily report is prepared covering the utilization of equipment and personnel each day, type of operation, the number of personnel man-hours worked, hourly rate and total cost during the response operation, using the Daily Work Report format set out in Appendix 6. The OSC of the requesting Contracting Party shall ensure that the daily work reports and associated supporting documents are properly authenticated. Such record shall be used as a basis for reimbursement.

12.2 The requesting Contracting Party shall assist in all negotiations with regard to claims for reimbursements by the responding Contracting Party.

12.3 All claims by the responding Contracting Party should be submitted to the requesting Contracting Party within three (3) months from the termination or response operation.

12.4 Representatives of the Contracting Party seeking reimbursement shall be present during negotiations pertaining to such claims.

13. JOINT OIL SPILL RESPONSE EXERCISES

13.1 Joint oil spill response exercises involving the Contracting Parties should be conducted every two years on a specified date agreed by the Contracting Parties.

13.2 Each Contracting Party shall alternately host the joint exercises.

14. RESEARCH AND DEVELOPMENT

14.1 The Contracting Parties should jointly identify environmental monitoring, data and risk assessment requirements in support of the implementation of the Framework Program.

14.2 The Contracting Parties should jointly develop an information resource and a common oil spill trajectory model for the area concerning the Contracting Parties in order to aid cooperation in oil spill response.

15. COORDINATION

15.1 The implementation and further improvement of the Framework Program shall be coordinated and supervised by the respective NCPs which meet at least once a year.

15.2 Each Contracting Party shall alternately host the annual session of the NCPs meeting.

15.3 The NOSRC of the host country for the annual session of the NCPs Meeting should serve the function of the Secretariat for the NCPs Meeting. It shall continue its role of the secretariat, during the intercessional period, to follow up with the implementation of the decisions made by the session of the NCPs Meeting.

15.4 The host country for the NCPs Meeting should provide conference rooms, facilities, and the secretariat services for the meeting, while the other Contracting Party should cover the necessary expenses for the international travel, board and lodging and other incidentals for its participants, through national resources and/or funding arrangements with interested international organizations, programs or donor institutions.

15.5 The Contracting Parties may invite participants to the annual meeting representing the other stakeholders in the Framework Program, including but not limited to the non-governmental organizations (NGOs), private sector, industry, media and civil society.

Appendix 1

NAME AND ADDRESS OF NATIONAL CONTACT POINTS

Vietnam:

Office of the National Committee on Search and Rescue
26 Hoang Dieu Street, Ha Noi, Vietnam

The Philippines:

National Operation Center for Oil Pollution
Headquarters, MEPCOM
Farola Compound, Muelle de la Industria
Binondo, Manila

ROLE OF NATIONAL CONTACT POINTS

1. To coordinate and expedite oil spill response between the Contracting Parties.

2. To exchange information between NOSRCs using the POLREP format in Appendix 2.

3. To coordinate and expedite movements of personnel and equipment for joint operation among Contracting Parties.

4. To update situation reports.

Appendix 2

POLLUTION REPORT FORMAT

1. Situation Report
   a. Position
   b. Date and time
   c. Quantity
   d. Wind Direction, Speed, Sea Condition
   e. Direction of spill
   f. Sources (if known)
   g. Name of reporting vessel
   h. Type of oil
   i. Any other relevant information

2. Action taken
   a. Activation of contingency plan
   b. Alerting other States or organizations
   c. Proposed Actions
   d. Request for deployment of National Contact Point
   e. Assistance Requested

Appendix 3

RETURN, REPLACEMENT OR REIMBURSEMENT OF MATERIALS AND EQUIPMENT

1. Consumable Materials

The requesting Contracting Party shall assist the responding Contracting Party in recovering the costs incurred for the use of consumable materials during the response operations. Use of said materials shall be made known to the requesting Contracting Party and acknowledgement of receipt should be made as soon as possible. The materials utilized by the responding Contracting Party shall either be replaced or reimbursed by the spiller with the assistance of the requesting Contracting Party.

2. Equipment

a) Equipment employed shall be returned in clean, operational condition when no longer required for the intended purpose, the receipt of which shall be acknowledged as complete by the designated NCP.

b) Equipment lost, destroyed or worn out while in the custody of the requesting Contracting Party shall be replaced at no cost to the responding Contracting Party with equipment of the same or equivalent manufacture, model and specification or, at the option of the responding Contracting Party with the replacement cost for such equipment including, but not limited to the purchase price, freight, landing and clearance charges, customs duties, sale, turnover or excise taxes and any other costs or expenses incurred by the responding Contracting Party's warehouse or other storage facility.

c) The responding Contracting Party shall be compensated for each item of equipment at daily rental charge payable for each day or part thereof during which time any such item is employed by the requesting Contracting Party.

The rental charge shall be based on mutually agreed rates, which is in consonance with international rates for oil spill response.

Appendix 4

GUIDELINES FOR COSTS RELATING TO PERSONNEL

1. ALLOWANCE

Shall be provided by the spiller with the assistance of the requesting Contracting Party. These allowances shall be mutually agreed upon by the Contracting Parties beforehand.

2. INTERNATIONAL TRAVEL COST

Shall be provided by the spiller with the assistance of the requesting Contracting Party. The cost shall be jointly agreed upon by the responding Contracting Party and the spiller beforehand.

3. FOOD AND ACCOMMODATION

Shall be provided by the requesting Contracting Party in coordination with and subject to reimbursement by the spiller. The cost of food and accommodation shall be based on the rate mutually agreed upon by the Contracting Parties and the spiller beforehand.

4. INTERNAL TRANSPORTATION

Shall be borne by the requesting Contracting Party based on the rate mutually agreed upon by the Contracting Parties beforehand and subject to reimbursement by the spiller.

Appendix 5

LIST OF EQUIPMENT

(List of equipment, transportation, and support services available for use in oil spill response of the Contracting Parties)

Appendix 6

DAILY WORK REPORT FORMAT

Contractor:

Supervisor:

Date:

Job Description:

Materials Utilized:

Equipment:

Number of persons on job:

Daily Operations Commence:

Hour Secured:

Number of disposal Loads:

Submitted:

On-Scene Coordinator/Representative