

## **FRAMEWORK FOR ECONOMIC COOPERATION**

### **BETWEEN**

**THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**

### **AND**

**THE GOVERNMENT OF BRUNEI DARUSSALAM, THE GOVERNMENT OF  
REPUBLIC OF INDONESIA, THE GOVERNMENT OF MALAYSIA AND THE  
GOVERNMENT OF THE REPUBLIC OF PHILIPPINES**

The Government of the People's Republic of China, the Government of Brunei Darussalam, the Government of Republic of Indonesia, the Government of Malaysia and the Government of the Republic of Philippines, (hereinafter referred to singularly as "the Participant" and collectively as "the Participants")

**ACKNOWLEDGING** that the Brunei Darussalam – Indonesia – Malaysia – Philippines East ASEAN Growth Area [hereinafter referred to as "BIMP-EAGA"] is a sub-regional economic cooperation scheme designed to enhance trade, investment, and tourism in that sub-region;

**REAFFIRMING** the role of the People's Republic of China as a BIMP-EAGA strategic development partner;

**BEARING IN MIND** that this Framework for Economic Cooperation (hereinafter referred to as "this Framework") and the cooperative activities under it are subject to and will be conducted in accordance with the principles of diplomatic relationships and mutual benefits between the Participants;

**ACKNOWLEDGING FURTHER** that the Participants will use their best endeavors to carry out matters within this Framework in order to strengthen their existing relationship and carry out further mutually beneficial cooperation;

**DESIRING** to leverage on their complementarities, trade and investment, and potentials and opportunities to create economies of scale and enhance their potential to attract talent and capital;

**HAVE REACHED** the following understanding:

### **I. OBJECTIVE**

1. The Participants, subject to the provisions of this Framework and their respective laws, rules, regulations and national policies will strengthen their economic cooperation on the basis of equality and mutual benefit.

## **II. AREAS AND FORMS OF ECONOMIC COOPERATION**

1. The Participants subject to their respective laws, rules, regulations and national policies will endeavor to take necessary steps to encourage and promote technical cooperation which will include:
  - (a) agriculture;
  - (b) forestry;
  - (c) fishery;
  - (d) tourism;
  - (e) exploration of minerals, energy and other natural resources;
  - (f) infrastructure;
  - (g) human resources development;
  - (h) development of alternative sources of fuel; and
  - (i) finance.
2. The forms of cooperation of the Participants under each area will include:
  - (a) dialogues;
  - (b) joint studies;
  - (c) promotion and development;
  - (d) information exchange;
  - (e) investments;
  - (f) research and development;
  - (g) joint training and education, including capacity building; and
  - (h) any other forms of cooperation as may be jointly decided by the Participants.

## **III. DESIGNATED AUTHORITY**

1. The designated authority of the Participants responsible for the implementation of this Framework, on behalf of the Government of:
  - (a) The People's Republic of China will be its Ministry of Commerce;
  - (b) Brunei Darussalam will be its Ministry of Foreign Affairs and Trade;
  - (c) Republic of Indonesia will be its Coordinating Ministry of Economic Affairs;

- (d) Malaysia will be its Economic Planning Unit, Prime Minister's Department;
- (e) Republic of Philippines will be its Department of Trade and Industry.

#### **IV. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Participants and with other international agreements of which the Participants are parties.
2. The use of the name, logo and/or official emblem of the Participants on any publication, document and/or paper, as trademarks, or registered as trademarks, is prohibited without prior written approval of the Participants concerned.
3. Notwithstanding anything contained in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out:
  - a. jointly by the Participants or research results obtained through the joint activity effort of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and
  - b. solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, shall be solely owned by the Participant concerned.

#### **V. FINANCIAL ARRANGEMENTS**

1. The implementation of the activities and/or programmes under this Framework will be subject to the availability of funds, and will be negotiated and jointly decided on a case-by-case basis. The financial arrangements will be in various forms as jointly decided by the Participants concerned which may include investment from enterprises, and financial institutions, and government funds.

#### **VI. IMPLEMENTATION**

1. For the purpose of implementing the related activities and/or programmes, this Framework may be supplemented by separate agreements.
2. Specific action plans, with agreed timeframes, will be formulated to facilitate cooperation among the Participants.

## **VII. MEETINGS**

1. The Participants will hold annual meetings at the Senior Officials level, to plan, implement and/or review the progress of their cooperation, and identify new priorities and directions. All decisions at the annual meetings will be reached by consensus.
2. Upon consensus, special meetings of Senior Officials may be conducted to address specific matters arising from or relating to this Framework.
3. Resource persons may be invited to the annual meetings subject to joint decision by the Participants.
4. The designated authorities will jointly provide the necessary technical and administrative support prior, during, and after the annual meetings and/or special meetings.

## **VIII. SETTLEMENT OF DISPUTES**

Any differences or disputes between the participants concerning the interpretation and/or implementation and/or application of any of the provisions of this Framework will be settled amicably through consultation and/or negotiation between the Participants through diplomatic channels, without reference to any third party or international tribunal.

## **IX. CONFIDENTIALITY**

1. Each Participant shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to other Participant during the period of the implementation of this Framework or any other agreements made pursuant to the same.
2. The provision of this Article shall not prejudice prevailing laws and regulations of the Participants. Any confidential information, document or data received pursuant to this Framework shall not be disclosed or distributed to any other Participant or a third party, except to the extent authorized in written form to do so by the Participant providing information, document or data.
3. Each Participant agrees that the provisions of this section shall continue to be binding between the Participants notwithstanding the termination of this Framework.

## **X. SUSPENSION**

Each Participant reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Framework which suspension will take effect immediately after written notification has been given to the designated authorities of the other Participant under Paragraph III through diplomatic channels.

## **XI. REVISION, MODIFICATION AND AMENDMENT**

1. Any Participant may request in writing a revision, modification or amendment to all or in part of this Framework. Such revision, modification or amendment shall apply if mutually agreed upon by the Participants in writing.
2. Any revision, modification or amendment by the Participants will be made in writing and will form part of this Framework. Such revision, modification or amendment will come into effect on such date as may be determined by the Participants.
3. Any revision, modification or amendment will not prejudice the benefits and commitments arising from or based on this Framework prior or up to the date of such revision, modification or amendment.

## **XII. ENTRY INTO FORCE AND TERMINATION**

1. This Framework will come into effect on the date of signing and will remain in effect until terminated by all of the Participants in writing or if it is terminated pursuant to paragraph 3.
2. Any Participant may withdraw from this Framework by a notice to the designated authorities of the other Participants in writing through diplomatic channels, at least three (3) months prior to its intention to do so.
3. This Framework shall terminate if any Participant withdraws according to Paragraph 2.
4. The withdrawal or termination of this Framework will not affect the implementation of existing activities, programs and/or projects, which have already decided upon prior to the date of the termination of the same.

**IN WITNESS THEREOF**, the undersigned, on behalf of the respective Governments of the Participants have signed this Framework.

Signed in Cha-Am, Hua Hin, Thailand, on 13 NOVEMBER 2009,  
in quintuplicate in the English language.

For the Government of the People's  
Republic of China



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Lu Kejian  
Ministry of Commerce

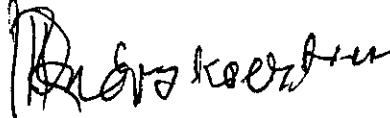
For the Government of Brunei  
Darussalam



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Dato Lim Jock Hoi  
Ministry of Foreign Affairs and Trade

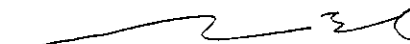
For the Government of the Republic  
of Indonesia



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Raldi Koestoer  
Coordinating Ministry for Economic  
Affairs

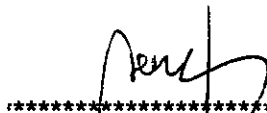
For the Government of Malaysia



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Razali bin Che Mat  
Economic Planning Unit  
Prime Minister's Department

For the Government of the Republic  
of Philippines



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Merly M. Cruz  
Department of Trade and Industry