



November 17, 2022

**MR. DHENBER C. LUSANTA**  
Instructor, Eco-FARMI  
Visayas State University  
Baybay City, Leyte

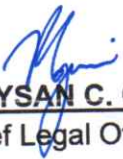
**LEGAL OPINION/COMMENT**

Dear Sir,

This office received a Memorandum of Understanding between Visayas State University (VSU) and Jollibee Group Foundation, Inc. to establish an institutional partnership for research through specific projects under JGF's Farmer Entrepreneurship Program (FEP). After a careful review of the said document, this office has the following comment/suggestions:

- Please provide complete description of VSU.
- A Memorandum of Understanding (MOU) does not need notarization. However, any activities that will result in this MOU needs a separate agreement to be enforceable and binding.

Thank you very much.

  
**ATTY. RYSAN C. GUINOCOR**  
OIC-Chief Legal Officer

## MEMORANDUM OF UNDERSTANDING

### KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF UNDERSTANDING ("MOU")**, entered and executed this \_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ City, Philippines, by and between:

The **VISAYAS STATE UNIVERSITY**, is an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700 and converted to a State University by virtue of R.A. 9437, and with principal office address at Visca, Baybay City, Leyte, Philippines, duly represented by its University President, **Dr. Edgardo E. Tulin** (herein referred to as "**VSU**").

and

**JOLLIBEE GROUP FOUNDATION, INC.**, a private non-stock, non-profit corporation, duly organized and existing under and by virtue of Philippine laws, with principal office at 6/F Jollibee Plaza, 10 F. Ortigas Jr. Ave, Ortigas Center, Pasig City, represented herein by its Vice President and Executive Director, **Gisela H. Tionson** (herein referred to as "**JGF**").

Each a "**Party**" and collectively referred to as "**Parties**".

### WITNESSETH: That –

**WHEREAS**, the Parties agree to establish an institutional partnership for research through specific projects under JGF's Farmer Entrepreneurship Program ("**FEP**").

**WHEREAS**, the Parties agree to promote, facilitate, and implement cooperation in various projects for the advancement of competencies and the dissemination of knowledge and skills related to sustainable Agro-entrepreneurship among identified smallholder farmers.

**NOW, THEREFORE**, the Parties hereto agree as follows:

Article 1. The Parties are to explore the following areas of cooperation:

- i. Transfer of scientific and technical knowledge and materials (e.g., onion production technologies and related interventions) to direct stakeholders of the Project such as but not limited to the farmer partners in selected FEP sites and other academic partners;
- ii. Commitment to complete the Agro-entrepreneurship ("**AE**") for Inclusive Value Chains: Introductory Course and the implementation of their AE action plans in their selected sites;
- iii. Joint advocacy or promotion of AE and the Agro-enterprise Clustering Approach as an effective approach to improve farmer livelihoods to different organizations such as but not limited to VSU departments, other academic organizations, national and local government offices, as well as local and international development organizations.
- iv. Faculty and student immersion projects.
- v. Basic academic research activities; and
- vi. Other activities of mutual interest.

Article 2. Any mutual projects to be implemented pursuant to this MOU ("**Projects**") shall be governed by the regulatory frameworks of both Parties, and shall be subject to separate project agreements, which shall be approved by both Parties prior to the implementation of such Projects.



Article 3. Both Parties agree to conduct close coordination and consultation with the other to perform the following:

- i. Enter into a separate Memorandum of Agreement for specific projects that will be identified during the term of the MOU.
- ii. Appoint a representative (Project Coordinator) to coordinate and follow-up on project implementation pursuant to this MOU. The Project Coordinators will liaise on matters relevant to this MOU as well as review progress on projects covered by this MOU on a regular basis, or as otherwise deemed necessary by both Parties.

Article 4. Both Parties shall jointly develop and publish knowledge materials such as but not limited to brochures, handouts, and booklets arising from this cooperation. Before the publication of results by one Party, the other Party shall be asked to give prior written consent.

Article 5. The rights to intellectual property and research and development arising out of each Project will be in accordance with project arrangements to be entered into with respect to each Project.

Article 6. Both Parties can use any scientific and technical information created or transferred during the project as described in Article 1, subject to the provisions of relevant laws on Intellectual Property. However, a separate agreement shall be made by both Parties if any or either Party will use other Party's background information for other purposes not related to agreed projects.

Article 7. This MOU and all documents and information provided by one Party to the other Party under, or in connection with the negotiation of this MOU or any subsequent contractual undertakings shall be treated as Confidential Information. The Confidential Information shall not be used except for the purpose of implementing the Projects and the purposes for which it was made available and shall not be disclosed to any other person without the prior written consent of the disclosing Party. Each Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent such from falling into the public domain or the possession of persons other than those persons authorized herein to have access to such information. Such reasonable measures shall include the highest degree of care that the receiving Party utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care. Each Party agrees, upon reasonable request, to inform the other Party of the details of the security measures established to protect the other Party's Confidential Information. Each Party will ensure compliance with this Agreement by such Party's employees, representatives and advisors.

Article 8. Except as provided in this MOU and/or as may be necessary or proper in furtherance of the projects, no Party shall use the name of other Parties in any sales, marketing or publicity promotions, print/radio or television advertisements, or in any of its marketing, advertising, or publicity materials without the prior written consent of the other Party.

Except as provided in this MOU, nothing in this MOU shall be construed as granting either Party any right, interest, or license to use other Parties' company name, brand name, trade name and trademarks.

Article 9. To the extent that either Party is processing any Personal Information (including Sensitive Personal Information) of any staff and program participants in connection with the implementation of this MOU, such processing shall be performed by either Party in accordance with its standards and requirements as provided in their respective Data Privacy Policies and applicable industry standards on data protection. VSU agrees to comply with all applicable privacy and data protection laws and regulations regarding the performance or implementation of this Agreement. Any questions or concerns concerning the Data Privacy Policy of JGF may be directed to: Office of the Data Protection Officer, Jollibee Foods Corporation with e-mail address at [DPO@jfc.com.ph](mailto:DPO@jfc.com.ph).



Article 10. The Parties shall all act in good faith in the performance of their respective obligations under the MOU and shall ensure that they and their personnel, agents and representatives, shall provide full support and cooperation to ensure the successful implementation of the Projects.

The Parties represent and warrant that the person signing this MOU on their behalf is duly authorized to bind them and that all actions that they shall take in relation to this MOU are and shall be in accordance and compliance with all applicable Philippine laws.

Article 11. The Parties hereby acknowledge and agree that this MOU is their respective expression of support and commitment to the causes mentioned herein; inasmuch as this MOU is non-binding and does not create any obligations under law. The Parties agree that any modification or amendments of this MOU shall be done in writing.

Article 12. Nothing in this MOU shall be construed as creating any legal partnership between the Parties. This MOU is a statement of intent to foster genuine and mutually beneficial cooperation. The term "partnership", as used in this MOU, its annexes, and related agreements, shall only pertain to its common non-legal usage contemplating friendly relationship formed by the cooperation, collaboration, and interaction between and among the stakeholders of the Project. This term shall in no case denote the "partnership" as legally defined in Book IV, Title IX of the Civil Code of the Philippines, and shall not give rise to the concomitant rights, duties, and obligations emanating there from.

Article 13. There would be no employee-employer relationship that will arise from this MOU.

Article 14. If questions about the interpretation of the provisions of this MOU or problems caused by matters not prescribed herein should arise, both Parties shall endeavor in good faith to settle the problem.

Article 15. If any article, or part of this MOU is declared contrary to law or public policy, or is otherwise declared invalid, such shall not affect the other articles or parts of this MOU.

Article 16. Any notice required to be made under this MOU shall be given or made at the addresses set forth herein, unless written notice of a change of address has been received by the other party.

Article 17. This MOU shall be valid for a period of one (1) year, starting on the date of signing by both parties, unless it is terminated earlier by either Party, following thirty (30) days' notice in writing.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures in this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**Visayas State University**

**EDGARDO E. TULIN, PhD**  
President

  
**DHENBER C. LUSANTA**  
OIC-Director

**Jollibee Group Foundation Inc.**

  
**MA. GISELA H. TIONGSON**  
Vice President and Executive Director

**WITNESSES**

  
**MA. LAIZEAR A. CRUZAT**  
Senior Program Manager

## ACKNOWLEDGEMENT

Republic of the Philippines )  
\_\_\_\_\_ City ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_ City, this \_\_\_\_\_ 2022, personally appeared the following:

Name

Competent Evidence of Identity Place and Date of Issue

DR. EDGARDO E. TULIN

VSU ID No. V000522

Visca, Baybay City, Leyte

GISELA M. TIONGSON

Philippine Passport: P5801937A

31 Oct 2015

Malolos, Bulacan

29 Jan 2018

known to me and to me known to be the same person/s who executed the foregoing instrument consisting of four (4) pages including this page on which this acknowledgement is written, duly signed by their instrumental witness and he/she acknowledged to me that the same is his/her own free and voluntary act and deed as well as that of the entity which he/she represents.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first herein-above stated.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2022. \_\_\_\_\_