

# PEOPLE'S ORGANIZATION - PROJECT FUNDING AGREEMENT

## PARTIES

<b>VISAYAS STATE UNIVERSITY</b> an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700, and converted into state university by virtue of R. A. 9158 and 9437, with principal office at Visca, Baybay City, Leyte, Philippines <b>(VSU)</b>		<b>WATERLOO LOWAN TIGBAO REFORESTATION BENEFICIARIES ASSOCIATION</b> Brgy. Tigbao, Matalom, Leyte DOLE Reg. No. WLFO-2011-RWA-11-107 <b>(WALTREBA)</b>	
Contact	Office of the President-VSU	Contact	PO President
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Senior Leader	EDGARDO E. TULIN	Senior Leader	FRANCISCO A. ADOBAS Jr.

## Background

- A. VSU and the University of the Sunshine Coast (USC) are undertaking a research and development project, to develop and oversee the Afforestation, Reforestation and Revegetation of degraded and deforested forest land in Leyte, Southern Leyte and Biliran Provinces under the Project Research and Development Contractor Agreement between VSU and USC.
- B. VSU and USC wish to work with People's Organizations for the restoration of forests and to promote the sustainable economic development of local communities in Leyte, Southern Leyte, Biliran and Samar Islands in the Philippines.
- C. The Project is a mutually beneficial long-term arrangement between the parties, whereby Pilipinas Shell Petroleum Corporation (the Accountholder) will provide financial assistance and support through VSU and USC (Project Proponent) to enable the PO to restore degraded lands. This support includes assistance in planting and managing reforestation, livelihood activities to provide income and capacity-building activities to PO members. In return for this assistance, the Accountholder will receive the exclusive right to receive Project VCUs (Verified Carbon Units) from the Project. The PO will also receive a share of the Benefits of the Project VCUs generated if any.
- D. On the terms and conditions set out in this agreement, VSU wishes to work with the PO for the purpose of the Project.

## Operative Provisions

### 1. Responsibilities

#### 1.1 PO responsibilities

The PO will:

- (a) perform the activities in the Project Plan, and as further set out in a Project Activity Statement, using best management practices advised to the PO by VSU;

- (b) use its best endeavours to carry out the activities by the dates specified in the Project Plan;
- (c) not depart from the Project Plan without obtaining prior written approval from the relevant Community Development Officer for any proposed departure;
- (d) require the persons the PO uses for Project activities to undertake the training provided by VSU;
- (e) comply with all health, safety, security, and environment risk mitigation measures and standards required by law for the activities and any other similar measures required by VSU or VSU Representatives;
- (f) ensure that the PO does not engage in any form of modern slavery in carrying out its activities for the Project including trafficking in persons, slavery, servitude, forced labour, debt bondage, the worst forms of child labour, or deceptive recruiting for labour or services;
- (g) share the Benefits from the Project fairly among the members of the PO;
- (h) not prevent or restrict VSU Representatives from accessing the Project Site;
- (i) keep records of all activities and financial transactions relating to the Project in the form required by VSU and make these available for inspection by a VSU Representative on reasonable notice;
- (j) provide information as VSU requires for reporting to the Project Proponent and the Accountholder from time to time;
- (k) not do anything which would prevent the Project Proponent or otherwise cause the Project Proponent to be unable to meet its obligations with respect to the Project;
- (l) keep VSU informed of any change in circumstances that may affect the Project including notifying VSU immediately of any serious health, safety and community related incidents;
- (m) make itself and its members aware of and adhere to the Shell General Business Principles, the Shell Code of Conduct and the Shell Ethics and Compliance Manual provided and explained to the PO by VSU during the training under clause 1.2(b);
- (n) not engage in any activity or conduct which would violate any laws of the Philippines including applicable anti-money laundering or counter-terrorism financing laws, and
- (o) not make, offer, authorize, or accept any payment, gift, promise, or other advantage to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the anti-corruption laws.

## **1.2 VSU responsibilities**

VSU will:

- (a) assist the PO in the management of its activities for the Project;
- (b) provide a skills development program to the PO and provide ongoing support to the PO, to assist the PO to understand the requirements of the Shell General Business Principles, the Shell Code of Conduct and the Shell Ethics and Compliance Manual and to perform its responsibilities under this agreement;
- (c) make payments to the PO in accordance with clause 4; and

- (d) liaise with the PO Contact to arrange access to the Project Site as required.

### **1.3 Project Activity Statement**

- (a) The parties acknowledge that the Project Plan contains a high-level description of the activities which each party is expected to perform.
- (b) VSU may as and when required by the Project, issue a Project Activity Statement to the PO for the performance of particular activities contemplated in the Project Plan.
- (c) Upon the issuing of a Project Activity Statement, the PO agrees to carry out the activities specified in the Project Activity Statement.
- (d) In consideration for the PO's completion of activities in accordance with a Project Activity Statement and the terms of this agreement, VSU will make the payments set out in the Financial Plan.

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## **2. Access to Project Site**

- (a) The PO will ensure VSU and VSU Representatives are permitted to access the Project Site for the purposes of:
  - (i) conducting audits as required for the Project, including reporting, validation and monitoring; and
  - (ii) providing assistance to the PO to fulfil its obligations under this agreement.
- (b) The rights conferred by the PO by this agreement are personal rights in contract only and do not grant or create any tenancy or any estate or interest in land.

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## **3. Carbon rights and Project VCUs**

- (a) VSU and the PO acknowledge that the Project Proponent has the legal right to oversee and operate the Project activities.
- (b) For the duration of this agreement the PO will have in place a CBFMA or tenurial instrument for the Project Site.
- (c) The parties agree to assign all of their rights to Reductions and any other carbon sequestration or carbon stock, including any prospective rights to Project VCUs, arising from the Project to the Project Proponent or the Accountholder.
- (d) The parties will not sell, transfer, dispose of, encumber or purport to sell, transfer, dispose of or encumber any rights to Reductions and any other carbon sequestration or carbon stock, including any prospective rights to Project VCUs except to the Project Proponent or the Accountholder in accordance with this agreement.
- (e) The PO will not do or allow to be done anything which would cause or prevent the Project Proponent from being entitled to receive the Project VCUs including clearing of any afforested, reforested or revegetated areas.
- (f) The parties will cooperate and do or cause to be done any acts, matters and things that are reasonably required to have each Project VCU transferred to the Project Proponent or the Accountholder.
- (g) Where either of the parties is required by any applicable laws or written direction of a Philippine government agency to transfer any Project VCUs to a Philippine governmental agency, and there is no alternative option preferred by the Project Proponent and the Accountholder, the relevant Party may allocate Project VCUs as directed by the relevant Philippine governmental agency.

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## **4. Payments**

### **4.1 Invoicing**

- (a) The PO may notify the Community Development Officer for the Project upon completing a relevant activity specified in the Project Plan.
- (b) Upon receiving confirmation from the Community Development Officer that the relevant activity notified in clause (a) has been satisfactorily completed, the PO will prepare an invoice for signing by the Senior Leader of the PO and the relevant Community Development Officer.
- (c) An invoice signed pursuant to clause (b) may then be issued to VSU.
- (d) VSU will pay correctly rendered tax invoices signed pursuant to clause (b) within 30 days of receipt.
- (e) VSU may in its discretion pay additional payments, including performance payments, to the PO as approved by the Accountholder from time to time, in addition to amounts payable in accordance with the Financial Plan.
- (f) VSU may agree with the PO to make emergency payments or authorise an additional overrun payment amount to the PO for additional or unexpected activities required to be performed by the PO. Approval from the Accountholder and the Project Proponent is required for any emergency payments or additional overrun payments.
- (g) No other costs or expenses are payable by VSU unless agreed in writing with VSU in advance of their expenditure.

### **4.2 Taxes**

Except as provided in clause **Error! Reference source not found.**, each party is responsible for, and will pay all taxes (including without limitation any VAT or withholding tax) levied upon it in respect of the exercise by it of its rights and the performance by it of its obligations, under this agreement.

### **4.3 VAT**

- (a) Any payments made and any other consideration given under this agreement are each exclusive of any VAT, which will be added if applicable.
- (b) Where VAT is properly charged by the supplying party and added to a payment made or other consideration provided under this agreement, the party making the payment or providing the other consideration will pay the amount of VAT properly chargeable only on receipt of a valid tax invoice from the supplying party issued in accordance with the applicable laws and regulations.
- (c) The PO agrees that it will provide to VSU any information and copies of any documents to the extent reasonably requested by VSU for the purposes of:
  - (i) determining the amount of VAT chargeable on any supply made under this agreement;
  - (ii) establishing the place of supply for VAT purposes; or
  - (iii) complying with its VAT reporting or accounting obligations.

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## **5. Communications and Publication**

The PO must not in relation to this agreement and the Project:

- (a) release or make statements to the public, the press or other persons;
  - (b) disclose information regarding the detail of this agreement to anyone other than a professional adviser, banker or auditor of the PO;
  - (c) publish promotional material in any media; or
  - (d) authorise a person to do any of those things described in clauses 5(a) to 5(c),
- without the prior approval of VSU.

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## **6. Consequential losses**

- (a) Subject to clause 6(b), neither party is liable to the other for that other party's own consequential losses (including special, incidental, indirect damages, consequential damages, loss of revenue, anticipated savings, profits, goodwill, reputation, interest, business opportunity or damage to credit rating) regardless of negligence or other fault of the other party.
- (b) Neither party excludes or limits its liabilities to the extent they may not be excluded under applicable law.

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## **7. Dispute resolution**

- (a) The PO and VSU must comply with the following procedure in relation to disputes arising from this agreement, prior to the commencement of litigation or other external dispute resolution procedure.
- (b) The Contact for a party may notify the other in writing of the occurrence of a dispute (**Dispute Notice**) and the Contacts will meet to try to resolve the dispute through negotiation.
- (c) Each party will continue to perform its obligations under this agreement during any period for resolving the dispute.
- (d) If the Contacts are unable to resolve the dispute within 15 Business Days from the receipt of the Dispute Notice, the dispute will be referred to the Senior Leaders, and a representative of the Project Proponent for resolution.
- (e) If the dispute is not resolved within 15 Business Days after its referral to the Senior Leaders and the Project Proponent representative, the parties may agree to refer the dispute to a mediator agreed by the parties with costs to be shared equally between the parties and, if that mediation is unsuccessful, take action in accordance with clause 10.9(b).

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## **8. Term and termination**

### **8.1 Term**

- (a) This agreement will remain in force for the Term, unless terminated earlier in accordance with the terms of this Agreement.
- (b) The parties acknowledge that the Project may operate for a period of 30 years or more from the Commencement Date.
- (c) No later than 3 months before the End Date, VSU may provide written notice to the PO that the agreement is to be extended by a further period of 5 years on the same terms and the End Date will be extended by 5 years.
- (d) Upon receiving notice from VSU under clause 8.1(c) that the End Date is to be extended by a further period of 5 years, the PO may advise VSU that it wishes to

negotiate amendments to this agreement, and in which case the parties will meet to discuss and make written variations for any amendments that are agreed.

## **8.2 Termination for breach**

- (a) VSU may terminate this agreement by written notice with immediate effect if the PO:
  - (i) breaches a term of this agreement, which is not, in VSU's reasonable opinion, capable of being remedied;
  - (ii) breaches a term of this agreement which, in VSU's reasonable opinion, is capable of being remedied, and fails to remedy that breach within 30 days after receiving notice from VSU requiring it to do so;
  - (iii) ceases to have a CBFMA or tenurial instrument in place for the Project Site;
  - (iv) becomes subject to any form of external administration or insolvency;
  - (v) commits fraud, misrepresentation or omission of material facts regarding entry into this agreement;
  - (vi) breaches any anti-corruption, anti-money laundering or counter-terrorism financing laws; or
  - (vii) enters into an agreement to sell or dispose of the Project Site or its tenurial rights therein to another person during the Term.
- (b) The PO may terminate this agreement by written notice with immediate effect if VSU:
  - (i) breaches a term of this agreement and fails to remedy that breach within 30 days after receiving notice from PO requiring it to do so; or
  - (ii) becomes subject to any form of external administration or insolvency.
- (c) VSU may terminate this agreement by written notice with immediate effect:
  - (i) if the Project Proponent terminates its agreement with VSU or the Accountholder ceases to fund the Project, in which case VSU will provide reasonable de-mobilization assistance to the PO for livelihood activities for a minimum period of six months from the date of the written notice; or
  - (ii) in the event of Force Majeure preventing the parties from performing the obligations under this agreement for a period of more than 180 days, in which case the PO will be paid for activities already completed under the Project Plan.
- (d) If this agreement is terminated under this clause 8.2, the PO must refund to VSU any payment already received in respect to activities that have not been completed by the PO.

## **8.3 Pre-existing rights and survival**

- (a) Termination in accordance with this clause 8 is without prejudice to any rights of either party under this agreement existing at the date of termination.
- (b) Clauses 2, 3, 5, 6, 7 8.2(d), 8.3 and 10 survive expiration or termination of this agreement for any reason.

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## **9. Notices**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this agreement:

- (a) must be in writing;
- (b) must be addressed as set out on the cover page (or as otherwise notified by a party to the other party from time to time);
- (c) must be delivered by hand or posted by prepaid post to the address, or sent by email, in accordance with clause 9(b);
- (d) subject to clause 9(e), is taken to be received by the addressee:
  - (i) (in the case of prepaid post) on the fourth day after the date of posting;
  - (ii) (in the case of email) when the email enters the information system of the addressee; and
  - (iii) (in the case of delivery by hand) on delivery; and
- (e) if taken to be received under clause 9(d) on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

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## **10. General**

### **10.1 Entire agreement**

To the extent permitted by law, in relation to its subject matter, this agreement embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and supersedes any prior written or other agreement of the parties.

### **10.2 No relationship**

Nothing in this agreement will be taken as giving rise to any express or implied relationship between the parties of employment, principal and agent, partnership or joint venture.

### **10.3 No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this agreement except for representations or inducements expressly set out in this agreement.
- (b) Each party acknowledges and confirms that it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this agreement.

### **10.4 Subcontracting**

The PO must not subcontract any of its obligations under this agreement to another organisation without the prior written consent of VSU.

### **10.5 Amendments**

This agreement may only be varied by a document signed by or on behalf of each party.

## 10.6 Further acts and documents

Each party must promptly do all acts and deliver all documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this agreement.

## 10.7 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this agreement.
- (b) A waiver or consent given by a party under this agreement is only effective and binding on that party if it is given or confirmed in writing by that party.

## 10.8 Severance

If at any time a provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any provision of this agreement.

## 10.9 Governing law and Jurisdiction

- (a) This agreement is governed by and will be construed according to the laws of the Republic of the Philippines.
- (b) In the event of unsuccessful mediation under clause 7(e), each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Republic of the Philippines, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this agreement.

## 10.10 Warranties excluded

To the full extent permitted by law, all conditions and warranties not expressly stated in this agreement are excluded, or if unable to be excluded then limited to the fullest extent permitted by law.

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## 11. Definitions and interpretation

### 11.1 Definitions

**Accountholder** means Pilipinas Shell Petroleum Corporation, and its affiliates, as the holder of an account in the Verra Registry.

**Benefits** means the intended benefits to be derived (including performance payments and other remuneration under the Financial Plan) by the PO by participating in the Project in accordance with this agreement.

**Business Day** means a day that is not a Saturday, Sunday or a public holiday in Leyte, Philippines.

**CBFMA** means a Community Based Forest Management Agreement between the PO and the Department of Environment and Natural Resources that entitles the PO to assign the



Reductions and any other carbon sequestration or carbon stock rights in respect of the land, or other similar tenurial arrangement that gives the PO those rights.

**Commencement Date** means the Commencement Date specified in the Project Plan.

**Community Development Officer** means the VSU community development officer designated to work with the PO for the Project.

**Contact** means the contact person for each party as set out on the cover page or another person as appointed from time to time and notified to the other party.

**End Date** means the date that is 5 years after the Commencement Date, subject to any extension in accordance with clause 8.1(c).

**Financial Plan** means the financial plan in Schedule 2.

**Force Majeure** means fire, explosion, cyclone, typhoon, hurricane, mudslide, flood, ionising radiation, earthquakes, war (declared or undeclared), pandemic, epidemic, armed conflict, terrorism, riot, droughts a declared state of emergency, nuclear contamination and high seas inundation, or any event beyond the reasonable control of the affected party, but excluding any of the above events or occurrences which occurs or arises as a result of the action of the affected party or inaction of the affected party and that inaction constituted a failure by the affected party to in accordance with industry practice.

**GHG Program** means a formal or organized program, scheme or arrangement for the recognition of activities leading to Reductions, or the crediting or issuance of instruments representing, or acknowledging, Reductions.

**Project** means a research and development project which aims to develop and oversee the Afforestation, Reforestation and Revegetation of land in Leyte, Southern Leyte and Biliran Provinces.

**Project Activity Statement** means a request made by VSU for the PO to undertake one or more of the activities described in the Project Plan.

**Project Plan** means the Project Plan set out at **Error! Reference source not found.**, as amended from time to time in accordance with clause 10.5. Where **Error! Reference source not found.** contains more than one Project Plan for multiple locations, each Project Plan must be complied with for each location to which it relates.

**Project Site** means the project site specified in the Project Plan.

**Project Proponent** is the University of the Sunshine Coast located in Queensland Australia, being the entity that has overall control or responsibility for the Project.

**Reduction** means a reduction or removal of one (1) metric tonne of CO<sub>2</sub> equivalent caused by the activities of a Project during the time period for which Reductions generated by the project are eligible for issuance as VCUs, the rules with respect to the length of such time period and the renewal of the project crediting period being set out in the VCS Standard.

**Senior Leader** means the relevant Senior Leader specified on the cover page of this agreement.

**Term** means the period commencing on the Commencement Date and ending on the End Date, unless terminated earlier in accordance with clause 8 or extended in accordance with clause 8.1(c).

**VAT** means Value Added Tax payable in the Philippines.

**Validation/Verification Body** means an organization approved by Verra to act as a validation/verification body in respect of providing validation and/or verification services.

**VCS Program** means the GHG Program operated by Verra which establishes the rules and requirements that operationalize the VCS to enable the validation of greenhouse gas projects and programs, and the verification of Reductions as set out in the *VCS Program Guide*, *VCS Standard* and the other VCS Program documents, as may be updated from time to time.

**Verified Carbon Unit (VCU)** means a unit issued by, and held in the Verra Registry, representing the right of an Accountholder in whose account the unit is recorded, to claim the achievement of a Reduction in an amount of one (1) metric tonne of CO<sub>2</sub> equivalent that has been verified by a Validation/Verification Body in accordance with the VCS Program.

**Verra Registry** means the registry used by Verra that ensures all required Project and VCS Program documents have been submitted, maintains accounts of VCUs, issues and ensures the seamless flow of VCUs between registry accounts, and maintains custody and records of VCU legal ownership.

**VSU Representative** means an employee, agent, officer, director, contractor, or subcontractor of VSU, the Project Proponent, the Accountholder or a Validation/Verification Body and includes the Community Development Officer.

## 11.2 Interpretation

In this agreement:

- (a) the definitions of terms listed in clause 11.1 apply;
- (b) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, attachments and annexures to it;
- (h) **includes** in any form is not a word of limitation;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) no rule of construction will apply to a provision of this agreement to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

## Schedule 1 Project Plan

### Description of potential activities to be undertaken

The following describes the nature of potential activities that POs may undertake as part of this agreement. In each case, the details of the activities to be performed and the amount that will be paid will be set out in a Project Activity Statement.

*Bamboo production:* Financial and technical assistance will be provided to establish bamboo plantations. Culms will be provided to the community and financial payments made to assist communities to plant bamboo and then maintain the bamboo for a period of 2 years after planting until it reaches a size in which it can be sustainably harvested and used for livelihood activities.

*Seedling raising:* Financial and technical assistance will be provided to raise seedlings, either for use within the planting sites of the PO or for supply to other POs. Support provided will be for the construction and maintenance of a suitable seedling nursery, and for labour and materials required to raise seedlings.

*Planting and maintaining of seedlings in production and protection areas:* Financial and technical assistance will be provided to plant and maintain seedlings in mutually agreed upon areas. The selection of planting sites, demarcation as protection plantings (i.e. no harvest allowed for timber) and production plantings (i.e. limited harvesting allowed as set out in the management plan). Assistance will be provided to maintain the production and protection areas for a period of five years after planting.

*Assisted Natural Regeneration:* Financial and technical assistance will be provided to manage areas which are suitable for assisted natural regeneration. The suitability of areas for ANR will be determined by the CDO and agreed upon by the PO. A combination of activities is likely, including the release of suppressed naturally occurring regenerating seedlings and planting of new seedlings. The number of new seedlings will be determined depending on site conditions.

*Agroforestry:* Financial and technical assistance will be provided to establish agroforestry systems in mutually agreed upon areas.

*Livelihood activities:* Financial and technical assistance will be provided to develop one or more livelihood activities.

*Additional Services:* Financial and technical assistance will be provided on an ad hoc basis for unexpected services as required by VSU, for example to manage emergency situations.

## **Schedule 2 Financial Plan**

### **Bank Account details**

Bank: Rural Bank of Hindang (LEYTE) INC

Branch: Bato, Leyte

Account Name: WATERLOO LOWAN TIGBAO REFORESTATION BENEFICIARIES

Account Number: 01-04848-5

### **Payment Structure**

Will be discussed during the presentation of the Work and Financial Plan (WFP), payment plan and payment guidelines to the POs no later than two weeks before the workshop to discuss the questions and comments about the Agreement, WFP, payment plan and payment guidelines

### **Timing**

Will be discussed during the presentation of the Work and Financial Plan (WFP), payment plan and payment guidelines to the POs no later than two weeks before the workshop to discuss the questions and comments about the Agreement, WFP, payment plan and payment guidelines

### **Bamboo production payments**

Will be discussed during the presentation of the Work and Financial Plan (WFP), payment plan and payment guidelines to the POs no later than two weeks before the workshop to discuss the questions and comments about the Agreement, WFP, payment plan and payment guidelines

### **Planting and maintaining of seedlings in production and protection areas payments**

Will be discussed during the presentation of the Work and Financial Plan (WFP), payment plan and payment guidelines to the POs no later than two weeks before the workshop to discuss the questions and comments about the Agreement, WFP, payment plan and payment guidelines.

### **Assisted Natural Regeneration**

Will be discussed during the presentation of the Work and Financial Plan (WFP), payment plan and payment guidelines to the POs no later than two weeks before the workshop to discuss the questions and comments about the Agreement, WFP, payment plan and payment guidelines.

### **Agroforestry and Livelihood Activities**

These activities will be funded on a case-by-case basis depending on the needs of the community and nature of the project. Details will be discussed during the presentation of the Work and Financial Plan (WFP), payment plan and payment guidelines to the POs no later than two weeks before the workshop to discuss the questions and comments about the Agreement, WFP, payment plan and payment guidelines.

### **Additional Services**

Additional Services will be funded on a case-by-case basis at a rate to be agreed and included in the Project Activity Statement for those Additional Services.

**Signed** as an agreement

Signed for and on behalf of the **Visayas State University**

**EDGARDO E. TULIN, Ph.D., President**  
(full name and position)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Date

Signed for and on behalf of the **Waterloo Lowan Tigbao Reforestation Beneficiaries Association**

**FRANCISCO A. ADOBAS Jr., - PO President**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Date

### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES  
\_\_\_\_\_

**BEFORE ME**, this \_\_\_\_ day of \_\_\_\_\_, 2023 in \_\_\_\_\_, personally appeared:

<u>Name</u>	<u>Government Issued ID.</u>	<u>Issued at</u>	<u>Issued on</u>
<b>EDGARDO E. TULIN</b>			

**FRANCISCO A. ADOBAS Jr.**

All known to be the same persons who executed the foregoing instrument, consisting of pages, including this page on which the acknowledgement is written, and acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

WITNESS MY HAND AND SEAL at the date and place written above.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2023