



June 4, 2025

Dr. ED ALLAN L. ALCOBER
Manager, VSU Rice Seednet
Visayas State University

LEGAL OPINION/COMMENT

Re: *Local Seed Support to Rice Production under Rice Seeds System Program*

Dear **Dr. Alcober**:

Good day!

This office received a Memorandum of Agreement by and between Visayas State University and Philippine Rice Research Institute, Biliran Province State University-Biliran Campus, Eastern Samar State University, Southern Leyte State University-Hinunangan Camous regarding the project entitled "*Local Seed Support to Rice Production*".

After careful review of the said document, this office finds nothing legally objectionable therein. The same is in order, not contrary to law, morals, public policy and public order.

However, please change the description for the Visayas State University to:

VISAYAS STATE UNIVERSITY, an institution of higher learning established under Presidential Decree No. 470, as amended by Presidential Decree No. 700 and converted into a state university by virtue of Republic Act No. 9158 and renamed as Visayas State University by virtue of Republic Act No. 9347, with principal office at Baybay City, Leyte, duly represented by its President, **DR. PROSE IVY G. YEPES**, hereinafter referred to as the "**INSTITUTION**",

Moreover, before signing the said agreement, please fill out the incomplete details and information thereof.

This legal Opinion is based solely on the submitted documents and should not be construed as a binding rule for VSU or any court in other cases with similar or dissimilar circumstances. This office trusts that the foregoing provides the necessary guidance.

Thank you very much.


ATTY. KAREN ABEGAIL S. MONTERON
Director, Legal Affairs and Services

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** is made and entered into by and between:

The **PHILIPPINE RICE RESEARCH INSTITUTE**, a chartered government corporate entity under the Department of Agriculture (DA), with office address at Maligaya, Science City of Muñoz, Nueva Ecija, represented herein by its Executive Director, **JOHN C. DE LEON**, hereinafter referred to as "**DA-PhilRice**";

-and-

The **VISAYAS STATE UNIVERSITY**, an institution of higher learning established under Presidential Decree No. 470, as amended by Presidential Decree No. 700 and converted into a state university by virtue of Republic Act No. 9158 and renamed as Visayas State University by virtue of Republic Act No. 9347, with principal office at Baybay City, Leyte, duly represented by its President, **DR. PROSE IVY G. YEPES**, hereinafter referred to as "**VSU**."

WITNESSETH

WHEREAS, DA-PhilRice, as the national rice research and development agency, implements the Rice Seeds Systems Program, with the main goal of attaining rice seeds security in the country;

WHEREAS, DA-PhilRice is the lead agency implementing the project "**Local Seed Support to Rice Production (LSSRP)**," under the Rice Seeds Systems Program, which organized and reconstituted the National Rice Seed Production Network, hereinafter referred to as **SeedNet**, to strengthen the local seed supply, conduct seed production of recommended rice varieties in the region, and to make quality seeds accessible and available to farmers as one of the key factors to help attain the government goal of rice self-sufficiency;

WHEREAS, VSU, signified its interest to be a duly accredited member of the SeedNet and is willing to use its rice paddy/farm with adequate irrigation facilities, into seed production of selected rice varieties, and at the same time, as a demonstration area of newly released inbred and hybrid rice varieties;

WHEREAS, VSU, as a SeedNet member, is willing to put up facilities for seed drying, processing, warehousing, and other necessary facilities for seed production, and conduct information dissemination campaigns; and

WHEREAS, DA-PhilRice is willing to cooperate with **VSU** to establish rice seed production farm to produce the seed requirement for the recommended adverse rice varieties and other locally preferred rice varieties of seed growers and farmers in the locality.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties mutually agree on the following:

JOHN C. DE LEON
Executive Director, DA-PhilRice

EDUARDO JIMMY P. QUILANG
OIC, Office of the Deputy Executive
Director for Research

LOIDA M. PEREZ
Project Leader, LSSRP

PROSE IVY G. YEPES
President, VSU

ED ALLAN M. ALCOBER
Seed Production In charge, VSU

DAX GABRIEL D. TORRES
Regional Seed Coordinator, Region VIII

RODEL G. CAPAÑAS
Regional Rice Focal Person, Region VIII

ARTICLE I SCOPE

This Agreement involves the transfer of fund (Article II, section 1.2), and the provision of Bureau of Plant Industry - National Seed Quality Control Services (BPI-NSQCS) tagged foundation seeds of selected varieties (Article II, section 1.3) at no cost by DA-PhilRice to VSU for the implementation of the **Production of Registered Seeds (RS) of Adverse Rice Varieties (Component 7)** under the "Local Seed Support to Rice Production Project" for the period **June 1, 2025 to December 31, 2025**.

PROSE IVY G. YEPES
President, VSU

ARTICLE II RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Both parties hereto agree to undertake the following responsibilities and obligations:

1. DA-PhilRice shall:

- 1.1 Lead in the overall implementation, coordination, and monitoring of the project;
- 1.2 Provide initial seed fund for the conduct of seed production activities by releasing fund directly to VSU official bank account: **VISAYAS STATE UNIVERSITY 101 TRUST / 003572-1000-48 / LAND BANK OF THE PHILIPPINES** the amount of **TWO HUNDRED THOUSAND PESOS (P200,000.00)**, for the implementation of the **Production of Registered Seeds (RS) of Adverse Rice Varieties** upon signing of this Agreement. The seed fund shall be used for supplies and materials, labor, travel and other expenses except for capital outlay, needed for the conduct of activities as indicated in *Annex A*;
- 1.3 Provide foundation seeds (FS) of the following varieties, as recommended by the Regional Seed Coordinator to the SeedNet member, at no cost with a seeding rate of 40kg/ha to produce the needed amount of registered seeds (RS) and the target volume of certified seeds (CS). The amount of FS is equivalent only to the corresponding area for seed production by the SeedNet member as reported to the project;

Variety	Quantity (20kg/bag)
NSIC Rc418	2 bags

- 1.4 Provide SeedNet member the needed training activities related to the conduct of seed production activities; and
- 1.5 Conduct periodic monitoring and evaluation of activities to ascertain the progress/accomplishment of the project.

2. SeedNet Member shall:

- 2.1 Issue official receipt for the fund actually received from **DA-PhilRice**;
- 2.2 Establish the production of registered seeds (RS) of adverse rice varieties according to the approved protocol (*Annex A*); *RS will be accessed by local seed growers for the production of certified seeds of the selected rice varieties*;
- 2.3 Provide a **1-hectare** land area for seed production, labor, and farm inputs to be used for the rice seed production project;
- 2.4 Provide the necessary workforce and facilities for field establishment and post-harvest processing including land preparation, sowing, transplanting, rouging, harvesting, drying, processing, and warehousing of clean seeds;

ED ALLAN LALCOBER
Seed Production In charge, VSU

DAX GABRIEL D. MORFE
Regional Seed Coordinator, Region VIII

RODEL G. MARAPANAS
Regional Rice Focal Person, Region VIII

JOHN C. DE LEON
Executive Director, DA-PhilRice

EDUARDO JIMMY P. QUILANG
OIC, Office of the Deputy Executive
Director for Research

LOIDA M. PEREZ
Project Leader, LSSRP

JOHN C. DE LEON
Executive Director, DA-PhilRice

EDUARDO JIMMY P. QUILANG
OIC, Office of the Deputy Executive
Director for Research

LOIDA M. PEREZ
Project Leader, LSSRP

- 2.5 Establish active linkages and direct communication and coordination with the regional and provincial seed coordinators to optimize marketing and distribution of seeds to seed growers and farmers;
- 2.6 Attend trainings on the Rice Seed Information System (RSIS) and use the RSIS application for the efficient tracking and monitoring of seed production activities;
- 2.7 Submit the seed production workplan indicating the schedule of activities per season to **DA-PhilRice** for monitoring purposes;
- 2.8 Submit monthly activity reports using the form that will be provided by **DA-PhilRice**;
- 2.9 Submit final production report every season one week after the result of laboratory analysis as released by the BPI-NSQCS; distribution/sales report, and all other reports as may be requested from time to time;
- 2.10 Maintain trust fund where the seed money and income will be deposited for easier disbursements and accounting;
- 2.11 Utilize the sales/income as a revolving fund for the subsequent crop establishment and procurement of necessary materials and equipment for seed production;
- 2.12 Submit audited financial reports signed by the SeedNet accountant, head of agency, and auditor. Both financial and distribution/sales report should be submitted on the first week of December; and
- 2.13 Refund/return to **DA-PhilRice** the full amount released to the project in case of non-completion of the project within the period stipulated, unless otherwise, for justifiable reasons, a prior written approval from **DA-PhilRice** be secured for any time extension, and non-compliance of any provision stated in this **Agreement**.

ARTICLE III OTHER TERMS AND CONDITIONS

1. *Effectivity*. This Agreement shall take effect immediately upon signing and shall remain valid and binding unless revoked by both parties or the SeedNet member failed to comply with the provisions of the MOA in two consecutive seasons without due notification of reasons of failures.
2. *Force Majeure: Conclusion of Obligations*. If the **SeedNet** member's rice production is delayed, hindered or prevented, or is otherwise frustrated by reason of force majeure, the **SeedNet member** shall promptly notify **DA-PhilRice** in writing specifying the impact of the force majeure and of the anticipated delay in the submission of reports and as from the date of the notification, PhilRice may at its discretion either terminate the agreement or suspend it for a specified period.
3. *Amicable Settlement*. Both parties shall endeavor to settle amicably any difficulty arising from the implementation and interpretation of the terms and conditions of this Agreement.
4. *Amendments*. It is mutually agreed that this Agreement shall not be modified except by written consent by both parties hereto.
5. *Termination of Agreement*. In the event that one of the parties shall commit any breach or default in any of the terms and condition of this Agreement, and shall fail to remedy such fault or breach within 60 days after receipt of written notice thereof from a party hereto, the party giving notice may, at its option and in addition to other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing by registered mail to the other party to such effect, and such termination shall be effective as of the date of receipt of such notice.

PROSE IVY G. YEPES
President, VSU

ED ALLAN L. ALCOBER
Seed Production In charge, VSU

DAX GABRIEL D. MORNE
Regional Seed Coordinator, Region VIII

RODEL G. MACAPANAS
Regional Rice Focal Person, Region VIII

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures this ____ day of ____ 2025.

**Department of Agriculture -
Philippine Rice Research Institute**

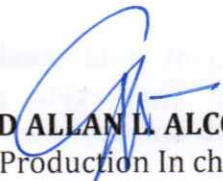
Visayas State University

JOHN C. DE LEON
Executive Director


PROSE IVY G. YEPES
President


SIGNED IN THE PRESENCE OF:

EDUARDO JIMMY P. QUILANG
OIC, Office of the Deputy Executive
Director for Research, DA-PhilRice


ED ALLAN L. ALCOBER
Seed Production In charge, VSU

LOIDA M. PEREZ
Project Leader, LSSRP, DA-PhilRice


DAX GABRIEL D. MORFE
Regional Seed Coordinator,
Region VIII


RODEL G. MACAPAÑAS
Regional Rice Focal Person, Region VIII

CERTIFIED FUNDS AVAILABLE:

MARY GRACE DG. CORPUZ
Head, Financial Management Division, DA-PhilRice

ACKNOWLEDGEMENT

Republic of the Philippines)
Science City of Muñoz, Nueva Ecija) s.s.

BEFORE ME, a Notary Public in and for the above jurisdiction this personally appeared the following:

Name	Government Issued ID No.
JOHN C. DE LEON	PhilRice-ID, 90-0501
PROSE IVY G. YEPES	VSU-ID, V002163

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed and that of the entities which they respectively represent.

I further certify that the foregoing instrument relates to a Memorandum of Agreement consists of six (6) pages, including this page wherein this acknowledgement is written, duly signed by the parties involved and their witnesses, on each and every page hereof.

WITNESS MY HAND AND SEAL on the place and date first above mentioned.

Doc. No. ____
Page No. ____
Book No. ____
Series of ____

PROSE IVY G. YEPES
President, VSU

ED ALLAN MACALCABER
Seed Production In charge, VSU

DAX GABRIEL D. MORALES
Regional Seed Coordinator, Region VIII

RODEL G. MACAPANAS
Regional Rice Focal Person, Region VIII

Annex A

Project: Local Seed Support to Rice Production

Goal: To mainstream seeds of varieties not covered by RCEF and NRP programs and varieties for adverse environments by making available the higher seed class (BS, FS, RS) and ensure availability of such seeds to complement the needs in the different RFOs, PAFES, and LGUs of selected inbred rice varieties and public hybrid rice varieties.

Component 7. Production of registered seeds (RS) of adverse rice varieties

Main Proponent: DA-RFOs and National Rice Seed Network

Description: This activity shall be conducted by the different rice seed network members selected by DA-RFOs to be involved in this project. The foundation seeds that will be used shall be obtained from the specific PhilRice branch stations assigned to their region (see above). Technical backstopping shall be done as needed by the assigned PhilRice branch station to address any seed production constraints and issues.

Major Activities:

1. Assessment and improvement of seed production areas and facilities needed for the production of RS;
2. Land preparation and procurement of production inputs (i.e. supplies and materials, labor, etc.);
3. Preparation of seeds and sowing in appropriate seedbed;
4. Field layout and transplanting of seedlings;
5. Field maintenance, rouging (removal of off-types), water management and weeding;
6. Harvesting and seed post-harvest processing of adverse varieties including
7. Packaging, storage, and distribution of seeds to accredited seed growers for production of certified seeds of specific adverse rice varieties; and
8. Monitoring and participation in project meetings and workshops.