

MEMORANDUM OF AGREEMENT (Technology Transfer)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into by and between:

The **Visayas State University**, hereinafter referred to as **VSU** with principal office at Visca, Baybay City, Leyte represented by the VSU President and RRDCC Chairperson of Visayas Consortium for Agriculture, Aquatic and Resources Program (ViCARP), **Dr. Edgardo E. Tulin**;

and

The **Local Government Unit of Palo (LGU-Palo)** represented herein by Mayor of the Municipality of Palo, Leyte, **Hon. Remedios L. Petilla**,

-WITNESSETH-

WHEREAS, the **VSU** established a research center named National Coconut Research Center-Visayas (**VSU-NCRC**) which is conducting research, development and extension activities on coconuts;

WHEREAS, the **VSU-NCRC-V** has a developed a technology and has the expertise in the processing of makapuno-biscotti;

WHEREAS, the **VSU-NCRC** developed the technology and has acquired intellectual property protection of the makapuno-biscotti;

WHEREAS, the **VSU-NCRC** is willing to transfer the technology to startup entrepreneurs who are willing to commercialize the macapuno biscotti technology;

WHEREAS, the **LGU-Palo** is in need of processing technology as possible source of livelihood of its constituents;

WHEREAS, the **LGU-Palo** is the identified entity willing to commercialize the **VSU-NCRC** developed biscotti technology

WHEREAS, the **LGU-Palo** will submit to **VSU** as virtual incubatee of the VSU Technology Business Incubator;

NOW, THEREFORE, with the above premises, parties herein hereby set and agree to the following terms and conditions:

SECTION 1. GENERAL CONDITIONS

- 1.1 This Agreement shall involve access, mode of transfer and payment for the access to the **Makapuno Biscotti technology** developed by VSU-NCRC and the provision of other supports that will be extended by VSU to LGU-Palo identified beneficiaries to hasten the commercialization of the product'
- 1.2 This agreement does not involve transfer ownership of the macapuno biscotti technology hence ownership remains with VSU and the beneficiary given access to the technology is prohibited to disclose, sell or transfer the technology to other party. Any publication and write ups in any media form about the technology shall be agreed first and jointly by the two parties.
- 1.3 Any improvement of the technology shall be the property of VSU.

Marister Corporation
FELIPE O. IGRUBAY

Ma. JULIET C. CENIZA
Director, NCRC

Remedios L. Petilla
REMEDIOS L. PETILLA
Mayor, Palo, Leyte

Edgardo E. Tulin
EDGARDO E. TULIN
President, VSU
Chairman, VICARP-RRDEN

SECTION 2. OBLIGATIONS OF THE PARTIES

2.1 It shall be the obligation of the **VSU** to:

2.1.1 Make available the Makapuno Biscotti technology to **LGU-Palo**.

2.1.2 Provide technical support, through the faculty and staff researchers of **VSU-NCRC**, in the conduct of hands-on training on processing Macapuno Biscotti of the cooperators/ personnel identified by the Local Government of Palo, on the purchasing, handling and preparation of raw materials, operation and maintenance of equipment/machines, and packaging of finished products;

2.1.3 Assist the **LGU-Palo** identified beneficiaries in going through and passing the HACCP, GMP, BFAD-LTO and other required certifications;

2.1.4 Help the **LGU-Palo** identified beneficiaries, through **VSU-NCRC** acquire quality and stable raw materials supply by establishing proper tie ups with the growers/raw material sources;

2.1.5 Assist in the branding and designing the packaging of the product;

2.1.6 Help promote the product through exposures in trade fairs, expos, product exhibits and other similar events.

2.1.7 Help market the product through the VSU TechnoMart and establishment of web page with on-line ordering capability.

2.3 It shall be the obligation of the **LGU of Palo, Leyte** to:

2.3.1 Agree to engage into processing of makapuno biscotti and submit to and cooperate with VSU initiatives related to commercialization of the technology;

2.3.2 Identify beneficiary(ies) among its constituents who will engage in the production and commercialization of macapuno biscotti;

2.3.3 Provide **VSU** access to the processing facilities of macapuno biscotti and to all records on the financials and business transactions related to the production and commercialization of the technology;

2.3.4 Allow VSU to include the commercialization of the technology in its reports to VSU funding and regulatory agencies

2.3.4 Pay the royalty for the use of the technology. The royalty fee obligation will be covered in a separate agreement;

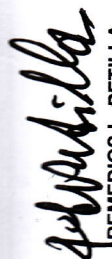
2.3.5 Adhere to general conditions set forth in this agreement.

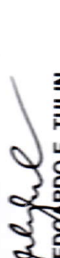
SECTION 3. EFFECTIVITY and DURATION.

This contract shall take effect upon signing of herein parties. The agreement can also be terminated by any of the parties provided notice is served two months prior to the termination date without prejudice to section 1.2 and 1.3 of this agreement..


FELIPE O. IGRUBAY


Ma. JULIET C. CENIZA
Director, NCRC


REMEDIOS L. PETILLA
Mayor, Palo, Leyte



EDGARDO E. TULIN
President, VSU
Chairman, VICARP-RRDEN

IN WITNESS WHEREOF, the parties through their respective authorized officials have hereunto signed this Agreement this _____ day of _____ 2016 in _____, _____ Philippines.

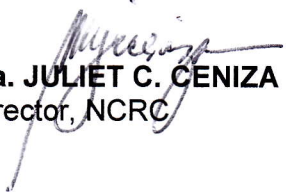
VISAYAS STATE UNIVERSITY

LOCAL GOVERNMENT OF PALO, LEYTE


EDGARDO E. TULIN
President, VSU &
Chairman, ViCARP-RRDEN


REMEDIOS L. PETILLA
Mayor, Palo, Leyte

WITNESSES


Ma. JULIET C. CENIZA
Director, NCRC


FELIPE O. IGRUBAY

ACKNOWLEDGMENT

Republic of the Philippines)
City of Baybay) S.S.

BEFORE ME, a Notary Public for and in the _____
this _____ day of _____, 2016, personally appeared:

Name	Community Tax Certificate No.	Issued on	Issued at
EDGARDO E. TULIN			
REMEDIOS L. PETILLA			

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This Memorandum of Agreement consisting of four (4) pages, including this page where the Acknowledgment is written and all the attachments hereof, has been signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal at the place and the date stated above.

Notary Public

PTR No. _____
Issued on _____
at _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____