

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding executed and entered this 23rd day of October 2023 in PCA, QUEZON CITY by and between:

The **PHILIPPINE COCONUT AUTHORITY (PCA)**, a Government Owned and Controlled Corporation, created under Presidential Decree (PD) No. 1468, with central office address at PCA Building, Elliptical Road, Diliman, Quezon City, herein represented by its Administrator, **BERNIE F. CRUZ**, hereinafter referred to as the PCA;

-and-

SAVECOCONUT FOUNDATION INC. (SCFI), a non-stock, non-profit organization duly organized under the laws of the Philippines, with principal office at Unit 312 Common Goal Towers, Finance Street Madrigal Business Park, Alabang, Muntinlupa City, Metro Manila, represented in the Agreement by its President, **CHITO L. DELORINO**, hereinafter referred to as the SCFI;

PCA and SCFI collectively may hereinafter be referred to as the **PARTIES**

WITNESSETH:

WHEREAS, pursuant to PD 1468, s. 1978, or the "Revised Coconut Industry Code", it is declared to be the policy of the state to promote the rapid integrated development and growth of the coconut and other palm oil industry in all its aspects and ensure that the coconut farmers become direct participants in, and beneficiaries of, such development and growth, and therewith, the PCA was created to implement and attain the aforementioned declared national policy;

WHEREAS, pursuant to Republic Act (RA) No. 11524, the "Coconut Farmers and Industry Trust Fund Act", the PCA has been reconstituted and strengthened to ensure the participation of coconut farmers in the crafting and implementation of the Coconut Farmers and Industry Development Plan;

WHEREAS, the SCFI is an association of former COCOFED Scholars and exists to contribute in the protection, development and promotion of the coconut industry and its stakeholders to help make the Philippines the leading coconut producer in the world through various activities such as, but not limited to, creating value-added chain in the coconut industry from production, processing, marketing and distribution, and the development of a pool of resources that will support and sustain the logistics chain in the coconut industry.

WHEREAS, the SCFI likewise exists to conduct livelihood training activities, non-formal education projects, scholarship assistance, research and technology development and transfer, integration and consolidation of related industry data and information dissemination to stakeholders.

WHEREAS, the SCFI also exists to provide and accept grants, contributions, donations, and other forms of assistance/financial aid, technical or in kind for the maintenance of the foundation and attainment of its purposes.

NOW, THEREFORE, the **PARTIES** hereby agree, for their mutual benefit, to undertake the following:

1. Scope of Cooperation

- a) To forge, develop and implement a continuing cooperation in the pursuit of respective mandates defined in the Whereas Clauses for the benefit of the coconut industry and coconut stakeholders;
- b) To inform and, as may be fitting, to involve each other of any development in the coconut industry, information and its consolidation and dissemination, technology development and technology transfer, program and project campaigns and implementation, and other activities of cooperation with all stakeholders;
- c) The PCA and SCFI may forge an agreement or a joint project to pursue their mutual interest in helping the coconut farmers and the industry derive the maximum benefit from the provisions of Republic Act No. 11524, otherwise known as the "Coconut Farmers and Industry Trust Fund Act";
- d) In local areas where PCA is present, SCFI will endeavor to collaborate with PCA's existing local officers and staff in the furtherance of the latter's implementation and execution of the Coconut Farmers Industry Development Plan within the context of Section 4 of Republic Act No. 11524.

2. Roles and Responsibilities of the Parties

- a) The PCA shall:
 - a.1 Provide a suitable office space for SCFI in the PCA central office in Quezon City, subject to the terms and conditions of the appropriate usufruct agreement which shall be separately executed by the Parties in relation thereto and to, whenever necessary and practicable, provide administrative staff support and assistance to maintain and manage the operations of the aforementioned SCFI office.
 - a.2 Assist and coordinate with the SCFI, whenever necessary and practicable, in the implementation of its development projects for community-based coconut farmers' organization.
 - a.3 Consolidate, review, and assess all information gathered relative to the monitoring and assessment of projects and as submitted by the SCFI and, if needed, provide administrative assistance in relation thereto.
 - a.4 Assist and/or provide, whenever possible, resource person(s) from the PCA or in coordination with other implementing agencies, with expertise or who may have knowledge of issues, problems and new trends in the coconut industry, for forums or discussions organized by the SCFI.
 - a.5 Assent and give recognition to SCFI as conduit/channel in the processing of local and foreign donations and grants for the benefit of the coconut farmers and other disadvantaged sectors of the coconut industry.

a.6 Disseminate and inform all PCA field offices/units of the existence of this agreement, its scope of cooperation, and its pertinent terms and conditions.

b) The SCFI shall:

b.1 Assist the PCA in the implementation and execution of the Coconut Farmers and Industry Development Plan within the context of Section 4 of Republic Act No. 11524, but not limited to the development of community-based coconut farmers organization and enterprises, including integrated processing of coconut and downstream products by providing, connecting, and managing the coconut value chain from production, processing, marketing and distribution.

b.2 Initiate or implement development projects for community-based coconut farmers organization and enterprises, such as research, seminars, training, livelihood projects, techno-transfer, and the like; and shall liaise their concerns, plans, projects and programs related thereto, that need the intervention and assistance of the PCA and the other implementing agencies, which are defined and enumerated in Sec. 4 of R.A 11524.

b.3 Ensure for PCA that all projects of community-based coconut farmers organization and enterprises be monitored and co-evaluated on the basis of financial returns and increased farmers income.

b.4 Serve as a forum for discussion of issues, problems and new trends relating to the coconut industry.

b.5 Serve as conduit/channel for local and foreign donations and grants intended for the coconut farmers and other disadvantaged sectors of the coconut industry.

b.6 Establish a communication center for scholar-alumni and the coconut farmer within the framework of the National Coconut Farmers Registry System (NCFRS).

3. Data Privacy Protection

The PCA and SCFI shall ensure compliance with RA 10173, or the "Data Privacy Act of 2012", and shall protect information gathered in relation with the implementation of this Memorandum of Understanding, and adhere to the principles of transparency, legitimate purpose and proportionality.

4. Intellectual Property Ownership

The PCA and SCFI shall retain full and absolute ownership of their respective Intellectual Property (IP) and any and all corresponding IP rights, except in appropriate cases of transfer, assignment or licensing thereof. Aside from the prescribed penalties under the law, infringement shall be considered as a breach of this Understanding, and shall be subject to payment of damages, as may be determined by the Intellectual Property Office (IPOPHL), the appropriate court and/or arbitral tribunal.

5. Settlement of Disputes

The PCA and SCFI shall endeavor to amicably and immediately settle any and all disputes, differences, controversies or claims arising from the interpretation and/or implementation of this Understanding through negotiation and mutual agreement.

Should an amicable settlement not be obtainable, the Parties agree to jointly and voluntarily submit the dispute to Arbitration in accordance with RA 9285 (Alternative Dispute Resolution Act) and Republic Act No. 876 (Arbitration Law).

Should there be any further necessity for legal action, suit or proceeding, after submission to Arbitration, the Parties agree that it shall be instituted through the appropriate court (s) in Quezon City, Metro Manila, to the exclusion of all other jurisdictions.

6. Duration/Effectivity

This Memorandum of Understanding shall take effect immediately upon signing by both Parties and shall be valid for a period of one (1) year. This agreement shall be subject to automatic renewal for subsequent periods of the same length as the initial term, unless either Party notifies the other in writing of the intent to terminate, and the same if provided at least thirty (30) days prior to the effectivity of such termination.

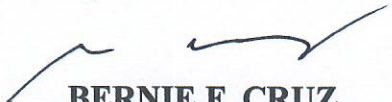
WITNESS OUR HANDS on the day and place first above mentioned.

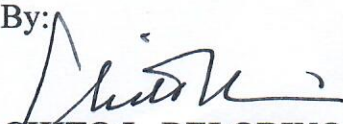
PHILIPPINE COCONUT AUTHORITY

SAVECOCONUT FOUNDATION INC.

By:

By:

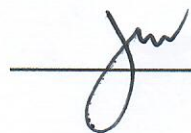

BERNIE F. CRUZ
ADMINISTRATOR


CHITO L. DELORINO
PRESIDENT

SIGNED IN THE PRESENCE OF

FOR PCA

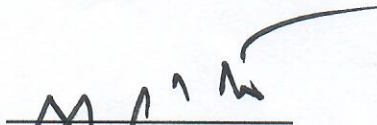




FOR SCFI:

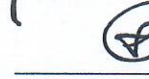

Jose E. Padilla
Trustee/VP for NCR


Josephine V. Ramos
Trustee/VP for Luzon

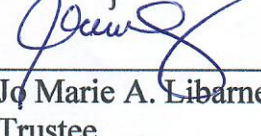

Remelyn R. Recoter
Trustee/VP for Visayas

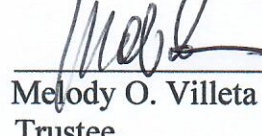

Ceferino G. Lagas
Trustee/VP for Mindanao

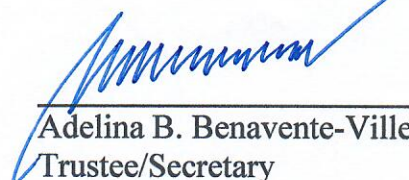

Rufina G. Arcega
Trustee

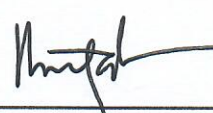

Ofero A. Capariño
Trustee


Maria Juliet C. Ceniza
Trustee


Jo Marie A. Libarnes
Trustee


Melody O. Villeta
Trustee


Adelina B. Benavente-Villena
Trustee/Secretary


Nelita M. Tado
Trustee/Treasurer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
QUEZON CITY } ss

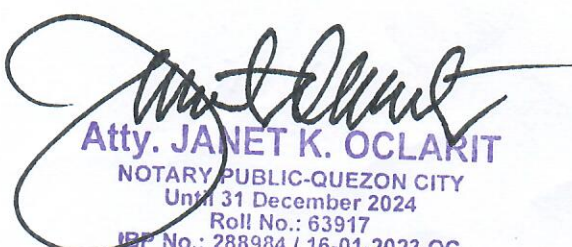
Before me, a NOTARY PUBLIC for QUEZON CITY personally appeared the following persons, who exhibited their respective government-issued ID:

	ID No./Issued by:	Date of Issuance
BERNIE F. CRUZ	<u>PCA ID NO. 01</u>	<u>17 NOV 2022</u>
CHITO DELORINO	<u>PASS PORT P1066967C</u>	<u>26 JUL 2022</u>

The same parties hereby acknowledge that the foregoing document consisting of 3 pages including the page whereon this acknowledgment appears is signed by the parties and witnesses on each page and is their true act and deed and that of the agencies or organizations represented.

Done this ____ day of 16 NOV 2023, 2023.

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Book No. 1
Series of 2023.


Atty. JANET K. OCLARIT
NOTARY PUBLIC-QUEZON CITY
Until 31 December 2024
Roll No.: 63917
IBP No.: 288984 / 16-01-2023 QC
PTR No.: 3122639 / 17-01-2023 QC
MCLE Comp.: VII-0023522 / 14-04-2025
PCA Building, Elliptical Road,
Diliman, QC

