



09 July 2018

MEMORANDUM

FOR : **JOSELITO B. SOMGA**
Officer-in-Charge, FIQD

FROM : **ATTY. ROLAND A. TULAY**
Officer-in-Charge, FRLD

SUBJECT : **Issuance of Export Commodity Clearance (ECC)**

We hereby recommend the issuance of Export Commodity Clearance (ECC) to University of the Philippines-Marine Science Institute (UP MSI) for the transport of the marine specimens to the Leibniz-Institut DSMZ- Deutsche Sammlung von Mikroorganismen und Zellkulturen GmbH (DSMZ), Germany.

The specimen collection is covered by Gratuitous Permit No. 0054-11 for the project, entitled: "Philippine Mollusk Symbiont- International Cooperative Biodiversity Group". Attached herewith is the Material Deposit Agreement between the UP-MSI and DSMZ.

The ECC is hereby recommended and issued by the Philippine Competent National Authority (DA-BFAR) and, along with the accompanying Material Deposit Agreement (MDA), indicates the depositor's compliance with the Nagoya Protocol and serves as prior informed consent and mutually agreed terms.

Details of the export are as follows:

Consignor: **Gisela P. Concepcion, PhD**
Program Leader, PMS-ICBG

Consignee: **Leibniz-Institut DSMZ- Deutsche Sammlung von
Mikroorganismen und Zellkulturen GmbH**
Inhoffentrasse 7B, Braunschweig, 38124 Germany

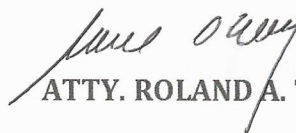
Description: Frozen stock of strain of *Thiosocius teredinicola*
Isolated from the marine organism *Kuphus polythalamia*

Number and weight of samples: 20 vials x 2 g

Date of Transport: 18 July 2018

Mode of Transport: via courier (Fed Ex)

For your appropriate action.


ATTY. ROLAND A. TULAY

MATERIAL DEPOSIT AGREEMENT

This Agreement effective as of the date of the last signature to the Agreement ("Effective Date"), is by and between the **UNIVERSITY OF THE PHILIPPINES**, the national university created by virtue of Republic Act 1870 as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008" through its constituent university at Diliman, with official address at Quezon Hall, UP Diliman, Quezon City, 1101 Philippines, represented herein by its Chancellor, **DR. MICHAEL LIM TAN**, hereinafter referred to as the "**UNIVERSITY**"; and **Leibniz-Institut DSMZ - Deutsche Sammlung von Mikroorganismen und Zellkulturen GmbH** with official address at Inhoffenstrasse 7B, Braunschweig, 38124 Germany, (the "**DSMZ**"). (each a "Party" and collectively, the "Parties")

This Agreement sets forth the terms and conditions agreed upon by the **UNIVERSITY** and the **DSMZ** on the deposit of the following biological material by the **UNIVERSITY** with the **DSMZ**

Name of the Material(s): ***Thiosocius teredinicola*** aka Kuphus strain PMS-2141T.STBD.0c.01a (hereinafter referred to as the "**MATERIAL**");

WHEREAS, under the Constitution of the Republic of the Philippines, legal title to the Material belongs to the Republic of the Philippines;

WHEREAS, the **UNIVERSITY**, with the consent of the Department of Agriculture of the Republic of the Philippines, wishes to make the Material available to the global scientific community for research and advancement of science and other non-commercial and non-profit purposes;

WHEREAS, the **DSMZ**, one of the largest bio research centers worldwide, is an independent non-profit organization dedicated to the acquisition, characterization, identification, preservation, distribution of Bacteria, Archea, fungi, plasmids, bacteriophages, human and animal cell lines, plant cell cultures and plant viruses.;

WHEREAS, the **UNIVERSITY** desires to deposit and **DSMZ** has agreed to accept free of charge, the Material for the purpose herein stated.

NOW, THEREFORE, the parties hereby agree as follows:

1. The **UNIVERSITY** hereby grants to **DSMZ** a non-exclusive and worldwide license to distribute the Material to scientists or institutions in need of the Material, provided that all purchasers of the Material shall enter into a Material Transfer Agreement with **DSMZ**.
2. The **UNIVERSITY** agrees that samples of the Material received by **DSMZ** must meet **DSMZ**'s internal quality assurance and quality control standards, in **DSMZ**'s sole discretion.
3. Upon the request of **DSMZ**, the **UNIVERSITY**, at its sole discretion, shall re-deposit additional samples of the Material to replace defective or degraded stock, subject to availability of the Material.
4. Legal title to any Material transferred hereunder shall remain with the Republic of the Philippines and shall be unaffected by any transfer made hereunder. Nothing in this Agreement shall be interpreted to grant **DSMZ** the right to transfer or assign any patent or intellectual property rights with respect to the Material.

5. The UNIVERSITY agrees to provide to DSMZ the name and contact number of the principal investigator(s) associated with the Material.
6. The DSMZ agrees that the MTA with recipient scientist shall, among others, impose the following conditions:
 - a. The Material shall be used for solely for research and non-commercial or non-profit purposes;
 - b. The UNIVERSITY shall be cited as the source of the Material in all publications arising from work using the Material.
7. DSMZ shall refer to the UNIVERSITY any and all parties interested in the use of the Material outside of the scope of the MTA (e.g., for commercial use).
8. The UNIVERSITY shall not be liable for fees or cost for the use, storage, distribution or disposal by the DSMZ of the Material.
9. **The DSMZ acknowledges that the Material is and shall be provided as-is, and the UNIVERSITY makes no representations or warranties of any kind in relation to the Material, including but not limited to warranties of merchantability, fitness or suitability for any particular purpose, or any special conditions notwithstanding that any such purpose or special conditions may be known to the UNIVERSITY. No warranty is given by the UNIVERSITY that the DSMZ's use of the Material will not infringe any intellectual property or other rights of any third party. DSMZ acknowledges that it has satisfied itself on the foregoing matters and that use of the Material is entirely at its own risk. All conditions and warranties, express or implied, arising under any statute or common law are hereby excluded.**
10. The UNIVERSITY shall not be liable to the DSMZ for any indirect, consequential or special damages or losses, or any loss of profits (direct or indirect) arising directly or indirectly from the use of the Material or the UNIVERSITY's performance of this Agreement or from any liability howsoever arising from or in connection with this Agreement even if the DSMZ has advised the UNIVERSITY of the possibility of losses, or if such losses were within the contemplation of the parties.
11. Each Party shall be responsible for its compliance with all applicable foreign and domestic laws, rules and regulations in relation to this Agreement and their obligations herein.
12. The contractual relationship between the UNIVERSITY and the DSMZ under this AGREEMENT shall terminate when all of the MATERIAL is annihilated, deteriorated, mutated, or degraded.
13. Any Party may terminate this Agreement if the other Party ("Breaching Party") is in material breach of its obligations hereunder and fails to cure such breach within sixty (60) days of its receipt of written notice from the terminating Party, setting out the nature of the breach. Such termination shall become automatically effective unless the Breaching Party shall have cured such breach prior to the expiration of the sixty (60) day period.
14. In the event UNIVERSITY terminates this Agreement pursuant to Section 13 as a result of DSMZ'S material breach, DSMZ shall immediately cease the use and distribution of the Material and at the UNIVERSITY's option and at DSMZ's expense, destroy or return all stocks of the applicable deposit Material to UNIVERSITY.

15. Any notice, requests, consents, approvals and other communications to be given by a Party shall be in writing and shall be deemed duly served and received if delivered personally or sent by post or courier service to the addressee at the address set out below or at such other address as the Party to be served may have notified the other Party for purposes of this Agreement:

UNIVERSITY:

Office of the Vice Chancellor for Research and Development
Lower Ground Floor, PHIVOLCS Bldg.
C.P. Garcia Avenue, UP Campus
Diliman, Quezon City
Attn: The Vice-Chancellor

DSMZ:

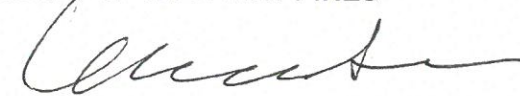
Office of the Director
Leibniz Institute DSMZ
Inhoffenstrasse 7B
38122 Braunschweig GERMANY

16. In the event of conflict or disagreement arising from the interpretation, application or implementation of any provision of this Agreement, the parties hereby agree to voluntarily and freely enter into consultation and negotiation with each other for the purpose of finding a mutually acceptable solution. Alternative methods of dispute resolution shall be exhausted before resorting to court litigation.
17. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.

Signed by the parties' authorised signatories on the date set out above.

UNIVERSITY OF THE PHILIPPINES

by:

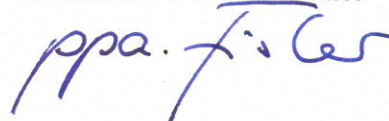


MICHAEL L. TAN, Ph.D.
Chancellor *me* *car*
mon *F*

Date: _____

LEIBNIZ-INSTITUT DSMZ GmbH

by:



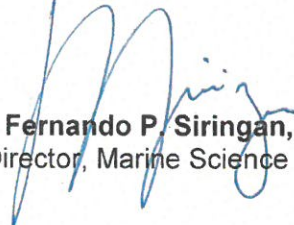
BETTINA FISCHER
Head of Administration/Authorized Signatory

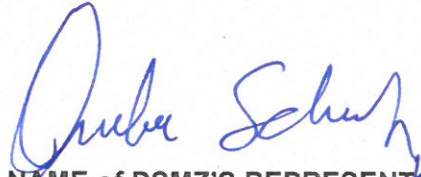
Date: 29.05.2018

Signed in the Presence of:


FIDEL R. NEMENZO, D. Sc.

Vice Chancellor for Research and Development


Fernando P. Siringan, Ph.D.
Director, Marine Science Institute


NAME of DSMZ'S REPRESENTATIVE
Position

Dr. Amber Horhman-Scholz
Scientific Deputy

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City)s.s.

BEFORE ME, a Notary Public, for and in the above jurisdiction this ___th day of _____ 2017, personally appeared and presented to me their respective competent identification documents, to wit:

	Competent ID No.	Date of Issue/Expiry
MICHAEL L. TAN	Passport No. EB8101509	14 May 2013- Manila

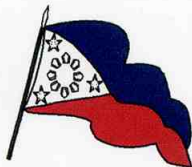
known to me and to me known to be the same persons who executed the foregoing MATERIAL TRANSFER AGREEMENT and acknowledged to me that the same is their free and voluntary act and deed and that of the institutions they represent.

This instrument refers to a MATERIAL TRANSFER AGREEMENT consisting of five (5) pages including this page whereon this Acknowledgement is written, signed by the parties and their witnesses on each and every page thereof.

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

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2017.

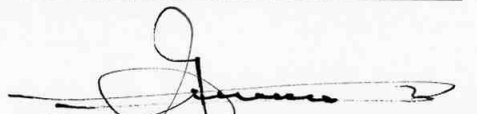


PRIOR INFORMED CONSENT CERTIFICATE

This is to certify that the undersigned has reviewed the research/project proposal entitled “**Diverse drug lead compounds from bacterial symbionts in tropical marine mollusks**” and understood the implications of the proposed project/research activity on the study area and its vicinities. Further, I certify that I have consulted my respective constituents/members and that they interpose no objection whatsoever to the project.


This PIC Certificate is issued to support the application of the University of the Philippines Marine Science Institute (UPMSI), Diliman Quezon City and the Oregon Health and Science University, Oregon, the University of Utah, Salt Lake City, Utah, the Academy of Natural Sciences of Philadelphia, Ocean Genome Legacy Foundation, Ipswich, Massachusetts, for bioprospecting / research undertaking in Kalamansig.

Done this 4th day of August, 2010 at Sultan Kudarat.


Hon. Mayor Rolando P. Garcia
 Municipal Mayor
 Kalamansig, Sultan Kudarat

Subscribed and sworn to me before this ___ day of AUG 31 2010 at QUEZON CITY. Affiant exhibiting me his Residence Certificate No. 155 70954 issued on 4 Jan 2010 at Kalamansig, Sultan Kudarat.

DOC. NO. : 149
 PAGE NO. : 30
 BOOK NO. : I
 SERIES OF : 2010


WINLOVE APPLE R. CANDALO ESPERANZA
 Notary Public
 Administering Officer
 UNIT C L2, ONE BURGUNDY PLAZA
 307 KATIPUNAN AVENUE
 LOYOLA HEIGHTS QUEZON CITY
 NOTARIAL COMMISSION NO. NP-271
 UNTIL DECEMBER 31, 2011
 IBP NO. 824775 (4/23/10), D.C.
 PTR NO. 3831070 (5/25/10), D.C.
 RULL NO. 5783B



GRATUITOUS PERMIT

No. GP-0054-11

Gratuitous Permit for the **MARINE SCIENCE INSTITUTE-UNIVERSITY OF THE PHILIPPINES** to collect samples of marine organisms for scientific research study

Pursuant to Sections 2, 5, 11, 86 and other relevant provisions of Republic Act No. 8550, "The Philippine Fisheries Code of 1998", and the provisions of Republic Act No. 9147, "The Wildlife Resources Conservation and Protection Act", particularly Section 15 thereof and its Implementing Rules and Regulations (IRR) respectively, this Gratuitous Permit (GP) is hereby granted to the **Marine Science Institute-University of the Philippines**, through **Dr. Gisela P. Concepcion**, Program Leader of the research project, "**The Philippine Mollusk Symbiont-International Cooperative Biodiversity Group (PMS-ICBG)**", to collect samples of marine organisms for purposes of scientific study, subject to the following terms and conditions:

1. Collect only specimens of species necessary for the project in the targeted areas with Free Prior Informed Consent of IPs or Prior Clearance from the Local Government Units (LGUs), PAMB, and other relevant agencies or institutions where the collection shall be made;
2. Employ appropriate collection methods for live specimens that will not inflict or harm/damage the species and minimize adverse impacts on the ecosystem of the proposed area of collection;
3. Marine organisms protected or banned by Philippine laws shall only be used for scientific/research purposes, with representative samples not to exceed three (3) each per species;
4. UP-MSI shall comply with all the provisions stipulated in the existing DA-UP Memorandum of Understanding (MOU) and other related Philippine laws;
5. All collected specimens shall be inventoried and accounted for in a written document to be submitted to BFAR;
6. Furnish the DA-BFAR, through the Fisheries Quarantine and Wildlife Regulation Section (FQWRS) of FRQD, a complete set of well-preserved and properly labeled voucher specimens collected from the study sites within thirty (30) days from last collection;
6. Submit to DA-BFAR annual progress reports, and a terminal report upon completion of the research;
7. This Permit shall be valid for one (1) year to commence upon approval thereof, subject to annual renewal upon request during the duration of the research program; and
8. Violation of any provision of the aforementioned laws and applicable rules and regulations and the MOU as well as the terms and conditions hereof shall result in the automatic revocation of this Gratuitous Permit (GP) and the cancellation of the approved MOU between DA and UP.

Issued this 10th day of February, 2011 in Quezon City, Philippines.


PROCESO J. ALCALA
Secretary

DEPARTMENT OF AGRICULTURE

In replying pls cite this code :
For Signature: S-02-11-0160
Received : 02/09/2011 10:60 AM

ANNEX 5

**MEMORANDUM OF UNDERSTANDING
FOR THE CONDUCT OF ACADEMIC RESEARCH**

This is a Memorandum of Understanding for the Conduct of Academic Research [MOU-CAR] made and entered into by and between:

The **DEPARTMENT OF AGRICULTURE**, a National Government Agency created and existing by virtue of Philippine Laws, with office address at Elliptical Road, Diliman, Quezon City, duly represented herein by the Secretary of Agriculture, **ATTY. ARTHUR C. YAP**, hereinafter referred to as the "DA"

and

The **UNIVERSITY OF THE PHILIPPINES**, the National University, a public and secular institution of higher learning, created by virtue of Act. No. 1870, as amended, and re-organized and operating by virtue of Republic Act No. 9500, with official address at the 2nd Floor (North Wing) Quezon Hall, UP Diliman, Quezon City, represented herein by its President and co-chair of its Board of Regents, **DR. EMERLINDA R. ROMAN, PhD.**, hereinafter referred to as the "PRINCIPAL";

WITNESSETH:

WHEREAS, under Articles Three and Fifteen of the United Nations Convention on Biological Diversity, done at Rio de Janeiro, Brazil on June 5, 1992 and entered into force on December 29, 1993, all parties to this agreement recognize that the Republic of the Philippines has sovereignty over its biological and genetic resources;

WHEREAS, Section 2, Article XII of the Constitution of the Republic of the Philippines likewise provides that all natural resources are owned by the State;

WHEREAS, it is the policy of the Government of the Republic of the Philippines to encourage and promote scientific research on biological and genetic resources, through regulatory regimes such those embodied in Republic Act 9147 entitled "*Wildlife Resources Conservation and Protection Act*" (hereafter R.A. 9147); in particular, Section 15 of R.A. 9147 on Scientific Research on Wildlife;

WHEREAS, the PRINCIPAL, directly or through its research affiliates intends to conduct scientific researches on wildlife, including but not limited to the collection of wildlife, including its biological and genetic resources;

WHEREAS, the researches to be undertaken will advance general scientific knowledge and result in either immediate or long term, direct or indirect, benefits to the PARTIES which they shall share equitably;

WHEREAS, the PRINCIPAL agrees to share the knowledge it shall acquire to proper parties, and render some form of assistance to the Communities concerned in exchange for the materials collected;

WHEREAS, the PRINCIPAL requests for and the DA agrees to give to PRINCIPAL the omnibus gratuitous permits required under Section 6 and 15 of R.A. 9147;

NOW, THEREFORE, for and in consideration of the above premises, the parties hereto have agreed on the following:

SECTION 1. COVERAGE

- (a) This Memorandum of Understanding for the Conduct of Academic Research [MOU-CAR] shall cover all Scientific Researches on Wildlife which might fall under section 15 of R.A. 9147 to be conducted by the PRINCIPAL directly or through its research affiliates.
- (b) The list of research affiliates and their research activities is hereto attached and made an integral part hereof as **Attachment "1"**. On or before the end of the first quarter of each succeeding year, the PRINCIPAL shall submit to the DA an updated list of its research affiliates and their corresponding research activities.

SECTION 2. GRANT OF GRATUITOUS PERMIT TO PRINCIPAL AND/OR ITS RESEARCH AFFILIATES

By virtue of this MOU, the PRINCIPAL and/or its research affiliates shall apply for a gratuitous permit for each individual research conducted, with the DA-BFAR (Department of Agriculture-Bureau of Fisheries and Aquatic Resources), as required under Sections 6 and 15 of R.A. 9147 and in accordance with Sec. 3 of this Agreement; Provided, however, that for such activities that will be conducted in the Province of Palawan, the PRINCIPAL and/or its research affiliates shall obtain the necessary permission from the Palawan Council for Sustainable Development [PCSD] pursuant to the provisions of Republic Act No. 7611.

SECTION 3. COLLECTION AND OWNERSHIP OF MATERIALS

- (a) The ownership of all biological and genetic resources found and collected in the regions and/or subsequently used, researched and the conclusions drawn therefrom, by the PRINCIPAL and its research affiliates shall remain with the State. The resources herein referred to shall include other resources not otherwise defined in UP Form 1 submitted by research affiliates which may have been collected accidentally or unintentionally such as but not limited to epiphytes, symbionts, commensals, parasites and the like;
- (b) The collection, handling and use of knowledge derived therein shall be made strictly in accordance with R.A. 9147 and its Implementing Rules and Regulations, UP Internal Rules and Procedures and existing biosafety and animal welfare protocols.
- (c) The PRINCIPAL shall submit to the Bureau of Fisheries and Aquatic Resources [BFAR] regional offices such reports as may be necessary to monitor the collection, handling and use of the knowledge derived therefrom.
- (d) Copies of research outputs shall be provided to concerned LGUs, indigenous peoples and other concerned agencies/institutions that have management or control over the study or collection sites.
- (e) Resources collected under this Agreement shall be for the exclusive use of the DA, PRINCIPAL and its for research affiliates for academic and research purposes and shall not, in any manner, be used for any commercial purpose,

nor shall the same be exported, transported, transferred and/or assigned to a commercial group/institution unless the research is covered by the proper agreement as provided under said Administrative Order.

SECTION 4. OWNERSHIP OF PROJECT OUTPUTS AND INTELLECTUAL PROPERTY RIGHTS

- (a) All research outputs, and/or patentable inventions/ innovations arising from, as a result of and/or produced pursuant to this Agreement shall, in accordance with and subject to the provisions of applicable laws and regulations, be jointly owned by the DA, PRINCIPAL and its research affiliates in accordance with the provisions of R. A. 8439 entitled "*An Act Providing a Magna Carta for Scientists, Engineers, Researchers and Other Science and Technology Personnel in Government*", or its equivalent.
- (b) Any publication arising from the activities undertaken by virtue of and pursuant to this Agreement shall clearly establish and identify the DA, PRINCIPAL, and its research affiliates, if any, as the source of output.
- (c) All major reports by virtue of and pursuant to this Agreement shall be made in the name of the DA, PRINCIPAL, and its research affiliates, if any. The names of the principal authors, researchers, and/or project leaders shall be identified, recognized and included in said reports.
- (d) As owners thereof, the DA, PRINCIPAL, and its research affiliates have the right to use any and all data and/or findings by virtue of this Agreement for the enhancement of PRINCIPAL's academic and research programs.

SECTION 5. DISCLOSURE AND CONFIDENTIALITY

The PRINCIPAL and its research affiliates shall submit annual progress reports to the DA. Other than the information contained therein, all other information, data, and/or documents about and/or related to the researches shall be held strictly confidential and deemed privileged communications, unless the parties agree otherwise and subject further to the provisions of Section 4 (a), (b); and (c) of this Agreement; and provided further that, redacted versions of this Agreement may be published after written approval from the parties; and provided finally that, no disclosure of traditional knowledge shall be made without the consent of the indigenous people or local community where the collection was made.

SECTION 6. PRIOR INFORMED CONSENT

The PRINCIPAL and its research affiliates shall secure the prior informed consent (PIC) of the Indigenous Peoples or Local Communities, Protected Area Management Board (PAMB) or private land owner, as the case may be as outlined in the Guidelines in Obtaining PIC Certificate in the U.P. Internal Rules and Procedures before any actual collection activity with respect to type 2 researches.

SECTION 7. PROHIBITION ON TRANSFER OF MATERIALS

The research affiliates shall not transfer any materials to third parties, without the prior consent of the PRINCIPAL.

In cases where the research affiliates require assistance from third parties, materials may be transferred, provided that, all transfers shall be reported to the PRINCIPAL and the grant of authority to transfer shall be accompanied by a standard form Materials Study Transfer Agreement found in **Attachment "2"**. All materials transferred shall be stamped "RECEIVED UNDER MATERIALS STUDY TRANSFER AGREEMENT USE RESTRICTED" and "CONFIDENTIAL". Provided, further that the provisions of 3 (e) above shall be strictly complied with by the PRINCIPAL and its AFFILIATES.

SECTION 8. EQUITABLE SHARING OF BENEFITS

The parties hereto mutually agree to equitably share on the immediate, medium and long-term benefits resulting directly or indirectly from SCIENTIFIC RESEARCHES ON WILDLIFE UNDER SECTION 15 OF R.A. 9147 being conducted and/or conducted by the PRINCIPAL and its research affiliates, as provided by R.A. 9147 and its Implementing Rules and Regulations and subject only to the terms and conditions contained in **Attachment "3"** hereof.

SECTION 9. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- (a) Any dispute arising out of this Agreement shall be resolved in accordance with the pertinent provisions of the BOOK IV, [THE EXECUTIVE BRANCH] Chapter 14 [CONTROVERSIES AMONG GOVERNMENT OFFICES AND CORPORATIONS] of the Revised Administrative Code of 1987 applicable to the parties as government entities. In all instances, the parties shall strive and exert earnest efforts to settle their differences in the most amicable manner possible with the end-view of pursuing the abovementioned objectives of the Convention on Biological Diversity, the policies of the State of and the development of the Philippines.
- (b) In case the same cannot be settled administratively under the above provisions of the Revised Administrative Code of 1987, the Parties herein agree that the exclusive venue of all court actions or requests for interim measures, should these become necessary, shall be the proper courts of Quezon City.

SECTION 10. PENALTY PROVISIONS

The violation by the PRINCIPAL and its research affiliates of the terms and conditions of this Agreement, may result in the suspension, revocation, cancellation and/or termination of this Agreement, the confiscation of materials in favor of the Government and the imposition of a perpetual ban on their SCIENTIFIC RESEARCHES ON WILDLIFE UNDER SECTION 15 OF R.A. 9147, without prejudice to other sanctions provided by law.

SECTION 11. AMENDMENT, SUSPENSION, CANCELLATION, RESCISSION, AND/OR TERMINATION OF THE AGREEMENT

- (a) Any and all amendments to this Agreement shall become valid, binding and effective only upon being embodied in a written instrument signed by the Parties.
- (b) Subject only to the provisions of R.A. 9147 and its implementing rules and regulations and the requirement of due process, the Government may

suspend, rescind, cancel and/or terminate this Agreement in the event of violation of the terms and conditions hereof by the PRINCIPAL and its research affiliates, without prejudice to such criminal and/or administrative sanctions that may be imposed against the PRINCIPAL and/or its research affiliates.

SECTION 12. EFFECTIVITY AND RENEWAL OF THE AGREEMENT

This Agreement shall be effective for a period of five (5) years commencing on the date of signing of this Agreement and may be renewed for a like period, subject to the terms and conditions to be mutually agreed upon by the parties in writing in accordance with existing laws and regulations.

SECTION 13. MISCELLANEOUS PROVISIONS

- (a) Should a technology, process or product with potential and/or real commercial value be discovered and/or developed at any stage of the academic research, the PRINCIPAL shall report the same to the DA and apply for the proper agreement under the applicable implementing rules and regulations of RA 9147. The filing of the application for such agreement shall not, pending its approval, be construed as limiting or restricting the PRINCIPAL and its research affiliates from completing the originally-approved academic research and other such activities related thereto and provided, further that the application shall be treated by DA with utmost strict confidentiality.
- (b) The results or outputs from academic researches for which subsequent agreements are applied for, and intellectual property rights over the same shall continue to be owned by the PRINCIPAL and its research affiliates in accordance with applicable laws and regulations and subject further to the terms and conditions of the proper agreement to be executed between the parties under the applicable implementing rules and regulations of RA 9147.
- (c) Should any stipulation to this Agreement be rendered void and unenforceable, the other stipulations not otherwise affected thereby shall remain valid and binding between parties.

IN WITNESS WHEREOF, parties hereto have executed this Agreement on the date and at the place herein written.

DEPARTMENT OF AGRICULTURE

UNIVERSITY OF THE PHILIPPINES

By:

By:

ATTY. ARTHUR C. YAP
Secretary

EMERLINDA R. ROMAN, Ph.D.
President and Co-Chair,
Board of Regents

Signed in the Presence of:

Cong. Luis R. Villafuerte

Dr. Gisela P. Concepcion

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City) s.s.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 12th
day of October, 2008, personally appeared:

NAME	CTC NO.	ISSUED AT/ON
ARTHUR C. YAP	1626663 1	Q.C./1-8-08
UNIVERSITY OF THE PHILIPPINES		
EMERLINDA R. ROMAN	07597085	Q.C. on 1/2/08

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

This instrument refers to an "MEMORANDUM OF UNDERSTANDING FOR THE CONDUCT OF ACADEMIC RESEARCH" consisting of six (6) pages, including the Attachments and this page on which this Acknowledgment is written, signed by the party's hereto and there instrumental witnesses on each and every page thereof.

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

Doc. No. YCA
Page No. 98
Book No. XI
Series of 2008.

R. Cruz
ATTY. ROMEO C. CRUZ
 Notary Public for Quezon City
 Until December 31, 2009
 Attorney's Roll No. 31559
 PTR No. 9758592, 1-02-08, Q.C.
 IBP O.R. No. 688754, 11-23-07
 Commission No. NP-019 (2008-2009)