

MEMORANDUM OF AGREEMENT
between
Visayas State University - National Abaca Research Center
and
Kennemer Food International
On
Upgrading the Abaca Value Chain in the Philippines

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into on this 1st June 2021 (hereinafter referred to as "Effective Date") by and between

Kennemer Food International hereinafter referred to as "**KFI**", with principal address at Door 109, LDL Commercial Building, Davao City Diversion Road, Barangay Sasa, Buhangin District, Davao City, Philippines, herein represented by its CEO, **SIMON BAKKER**,
and

Visayas State University (thru the NATIONAL ABACA RESEARCH CENTER-NARC), THE VISAYAS STATE UNIVERSITY (VSU), 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, duly represented by the University President, DR. EDGARDO E. TULIN, hereinafter referred to as the "**VSU-NARC**".

Whereas, KFI is a Philippine agribusiness company specializing in the growing, sourcing, and trading of high-quality agricultural crops, such as fermented cacao beans, sourced directly from smallholder farmers;

Whereas, KFI is committed to rural development in the Philippines, working in various areas covering agrarian reform, community-based forest management, and indigenous communities;

Whereas, KFI has started to venture into the abaca industry and found many challenges in the sector for farmers and other value chain actors;


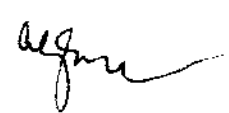
Whereas, VSU-NARC envisions itself as a center of excellence in abaca research and development for a globally competitive, socially acceptable, and sustainable abaca industry;

Whereas, VSU-NARC is mandated to improve the general well-being of the resource-poor abaca farmers and other stakeholders through development and promotion of effective abaca technologies, commercialization of abaca-based products for domestic and foreign markets, and policy reforms advocacy;

Whereas, VSU-NARC's goal is to enhance productivity and profitability of the abaca industry through the development of market-oriented, socially acceptable and sustainable technologies;



KFI
VSU

Whereas, KFI and VSU-NARC are willing to collaborate towards the achievement of their complementary missions and aligned goals;

Now, therefore, the parties hereto have agreed to sign this Memorandum of Agreement on the terms and conditions outlined below.

Objectives

Objective: The objective of the MOA is to express the willingness of the two parties to work together for the upgrading of the abaca value chain in the Philippines. Specific activities under this MOA will be identified through projects in which the parties will develop jointly and/or consortium projects where the two parties are members.

Specifically, the Parties aim to:

1. Identify bottlenecks in the abaca value chain and jointly seek solutions to address them;
2. Identify opportunities where both KFI and VSU-NARC will benefit;
3. Strengthen the efficiency of both Parties to advocate for and improve access of farmers to services;
4. Support activities that yield advantages to the members and partners of both Parties; promoting exchange and sharing of information, research data, knowledge, best practices, experience, and materials of mutual interest;
5. Facilitate access to knowledge of the Parties, the farmers and other stakeholders;
6. Jointly organize training and coaching programs on good agricultural practices in abaca farming; and,
7. Develop knowledge products that would be useful to the stakeholders of the abaca industry.

To Achieve the Objectives:

1. Both Parties shall discuss opportunities and collaborate on these opportunities;
2. Both Parties shall meet on a quarterly basis to discuss the progress of the MOA;
3. Both Parties, in mutual trust, shall jointly organize, link, promote and support events, conferences, common social activities, business activities in full cooperation for the good of both Parties and its members in extending the opportunities, locally, regionally, and internationally;
4. Both parties will identify R&D trajectories that will improve the overall performance of the abaca industry, address specific needs of KFI and use the expertise of VSU-NARC;
5. Both Parties will help each other's growth and sustainability by participating in each other's activities.

Responsibilities and Commitments

KFI shall:

1. Identify constraints and opportunities in the abaca value chain that would require the expertise of VSU-NARC;

2. Identify its own Abaca R&D needs that can be supported by VSU-NARC;
3. Provide the resources to support R&D activities;
4. Avail of the products and services that VSU-NARC can provide, e.g. abaca planting materials, fiber extraction machineries and advisory services on technical aspects of abaca fiber production;
5. Share knowledge, information, and/or best practices that are of interest to VSU-NARC.

VSU-NARC shall:

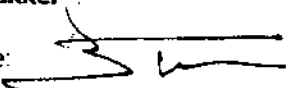
1. Provide expertise on abaca from farming, processing up to marketing;
2. Provide products and services that KFI will request at cost;
3. Collaborate with KFI in activities where partner abaca farmers of KFI are participating in;
4. Provide technical support to abaca farmers who are in the growership program of KFI;
5. Develop R&D trajectories targeted at addressing not just challenges of abaca farmers but also challenges of other stakeholders venturing into the abaca industry, such as KFI.

Duration, Termination, and Amendment


1. This MOA is agreed for a period of one (1) year from the day of signing by the duly authorized representatives of the Parties and shall be automatically renewed thereafter unless otherwise the Parties agree not to continue the partnership.
2. Any Party may terminate this MOA for a valid reason, in whole or in part, with thirty (30) days notice to the other Party. In the event of any termination, any mission, in progress by experts, that is provided by any of the Parties shall be completed in an orderly manner in accordance with this MOA.
3. This MOA may be modified by mutual consent of all Parties, in accordance with their respective rules and regulations. Such amendments shall enter into force one (1) month following notifications of consent by Parties and may automatically apply to individual project implementation agreements ongoing at the time of execution of the amendment, if agreed upon between Parties, or if the terms of the amendment(s) are required by law.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this _____ at

Signed on 1st June 2021

On behalf of KFI
Simon Bakker
CEO, KFI
Signature: 

Date: Nov 24, 2021

On behalf of VSU-NARC
Edgardo E. Tulin, PhD
President, VSU
Signature: 

Date: July 15, 2021

Witnesses:


MARIA JULIET C. CENIZA, PhD
VP, Research, Extension, and Innovation


ROBELYN T. PIAMONTE, PhD
Director, NARC

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public of City of Baybay, Province of Leyte this 16 JUL 2021, personally appeared Edgardo E. Tulin with valid ID no. V000522, known to me and to be the same person who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is his free and voluntary act and deed.

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

Doc. No. 1348
Page No. 38
Book No. XXXX
Series of 2021

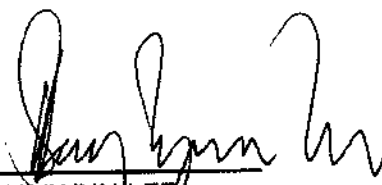

ATTY. RYSAN C. GUINOCOR

Notary Public
Until June 30, 2021
PTR No. 5069132-Baybay, Leyte-1/12/2021
IBP No. 134493-Tacloban City-12/11/2020
Roll of Attorneys No. 57467
MCLE No. VI-0003519-04/14/2022
Visca, Baybay City, Leyte



ARNELO M. ASTILLERO
Director, BaAni Foundation, Inc.

Witnesses:



MAYLYNN LEE
VP Finance, KFI

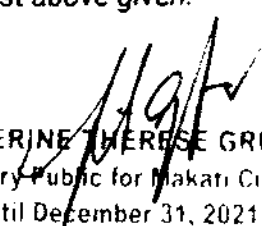
ACKNOWLEDGMENT

Republic of the Philippines)
MAKATI CITY) S.S
_____)

BEFORE ME, a Notary Public of MAKATI CITY this
1 0 JAN 2022, personally appeared Simon Bakker with valid ID no. TIN 199-009528
known to me and to be the same person who executed the foregoing Memorandum of
Agreement and acknowledged to me that the same is his free and voluntary act and deed.

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

Doc. No. 225
Page No. 62
Book No. 4
Series of 2021


KATHERINE THERESE GRUBA
Notary Public for Makati City
Until December 31, 2021
PTR No. MKT 8148294 Makati Cit
BP Lifetime No. 013721 Quezon C.
MCLE Compliance No. VI-001563
Roll No. 64777

