BILATERAL

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF AGRICULTURE OF THE REPUBLIC OF THE PHILIPPINES AND ENTERPRISE SINGAPORE OF THE REPUBLIC OF SINGAPORE ON AGRICULTURAL COOPERATIO...

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THE PARTICIPANTS

This Memorandum of Understanding (this "MOU") is signed and entered into on 9th September 2019 ("Effective Date")- by and between:

DEPARTMENT OF AGRICULTURE OF THE REPUBLIC OF THE PHILIPPINES, a department of the government of the Republic of Philippines, with its office at Elliptical Road, Diliman, Quezon City, Philippines ("hereinafter referred to as "DA")

And

ENTERPRISE SINGAPORE BOARD, a statutory board under the Ministry of Trade and Industry of Singapore and validly existing under the Enterprise Singapore Board Act (Cap. 1438) and having its place of registered address at 230 Victoria Street, #10-00 Bugis Junction Office Tower, Singapore 188024("hereinafter referred to as "ESG")

DA and ESG are referred to individually as the "Participant" and collectively the "Participants".

For the purpose of facilitating implementation of the working arrangements to be established by the Participants to this MOU, the channel of communication for the Participants shall be as indicated below. Either Participant may designate a different person or address for purposes of this MOU by furnishing the other Participant with written notification of such change.

For DEPARTMENT OF AGRICULTURE OF THE PHILIPPINES For ENTERPRISE SINGAPORE

Attn: Attn:

Leah Samson Lee Cheong Loong Darren

Assistant Chief
International Affairs Division
Policy Research Service
Department of Agriculture
The Republic of the Philippines Regional Director

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PURPOSE

WHEREAS: –

(A)

DA is the department of the Philippines government that is responsible for the promotion of agricultural development by providing the policy framework, public investments, and support services needed for domestic and export-oriented business enterprises.

(B)

ESG is the statutory board, under Singapore's Ministry of Trade and Industry, which grows stronger enterprises by building enterprise capabilities and innovation capacities, transforming industries, and facilitating access to global market opportunities.

(C)

Both Participants wish to promote agriculture sector developments by fostering enterprise collaboration between Filipino and Singaporean companies in areas of mutual interest, including but not limited to trading, agriculture technologies and infrastructure.

NOW THEREFORE, this MOU will provide the framework for the Participants to collaborate, establishing the scope of partnership between the Participants and their respective responsibilities towards implementing the collaboration.

Paragraph I. Areas of Collaboration
1. The Participants will endeavor to facilitate collaboration in the following areas:

1.1 Modern agriculture technologies (e.g. urban agriculture);
1.2 Agri-food processing and trading;
1.3 Cold chain logistics;
1.4 Agriculture waste and waste water treatment; and
1.5 Other areas agreed upon by both parties.

Paragraph II. Form of Cooperation
2. The Participants will endeavor to collaborate through the following:

2.1 Facilitate exchange of information, knowledge and best practices between Singapore and the Philippines in the Areas of Collaboration set out in Paragraph I above;

2.2 Organise business missions to and from Singapore and the Philippines to promote business interactions and

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facilitate business matching in the Areas of Collaboration set out in Paragraph I above;

2.3 Facilitate commercial partnerships to strengthen logistics linkages and other areas of collaboration to benefit Agri-food trading between Singapore and the Philippines; and

2.4 Identify technology demands, promote and facilitate market-driven innovation cooperation between Singapore and the Philippines in the Areas of Collaboration set out in Paragraph I above.

Paragraph III. Implementation Arrangements
1. To advance the implementation of this MOU, the Participants agree to each appoint a liaison officer who will channel communications and information. In addition, the Participants agree to jointly cooperate with the aim of developing a roadmap (the "Roadmap") to guide the collaboration.

2. Both Participants recognize the importance of monitoring and evaluating the performance or outcome of the joint cooperation activities under this MOU, in particular, those developed under the Roadmap. In this regard, both Participants agree to explore the possibility of holding a meeting, on an annual basis, at a mutually agreed date and place, to review the overall effectiveness of all joint collaborative efforts and activities.

Paragraph IV. Effectivity, Duration and Termination
1. This MOU will come into effect on the date of signing.

2. Subject to Paragraph IV.3 below, this MOU shall remain operative for a period of two (2) years commencing from the Effective Date, or for any extended period that may be mutually agreed between the Participants.

3. This MOU may be terminated by either Participant at any time by giving two (2) month's prior written notice to the other Participant to that effect.

Paragraph V. Intellectual Property
1. All intellectual property (including but not limited to patents, copyrights, design rights, know-how and trademarks) contained in the information provided by one Participant to the other Participant shall remain the sole and exclusive property of the Participant providing such information, and the other Participant shall have no rights to such intellectual property whatsoever. The Participant providing such information may fully and unconditionally enforce its rights in respect of its intellectual property against the other Participant and any third parties.

2. Save for the intellectual property rights covered by Paragraph V.1 above, which shall be enforced in conformity with the national laws, rules and regulations of the Participant providing such intellectual property, the protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Participants and with other international agreements signed by both Participants.

3. Neither Participant may use of the name, logo and/or official emblem of the other Participant on any of its publications, documents and/or papers without the prior written approval of the other Participant.

4. Notwithstanding Paragraph V.1 above, the intellectual property of any of the Participants on any technological development, product and services development, carried out:

4.1 Jointly by the Participants under this MOU or research results obtained through the joint activity effort of the Participants under this MOU shall be jointly owned by the Participants in accordance with terms to be mutually agreed; and

4.2 Solely and separately by either Participant under this MOU or the research results obtained through the sole and separate effort of either Participant under this MOU shall be solely owned by the Participant concerned.

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5. This Paragraph shall survive the termination or expiry of this MOU.

Paragraph VI. Confidentiality
1. Each Participant shall keep confidential all information, data, material, intellectual property or communication furnished to it by the other Participant, that relates to this MOU and which is:

1.1 marked "Confidential" or with words of similar effect from time to time after the Effective Date; or

1.2 by its nature intended to be confidential.

The receiving Participant, shall not disclose such information to any third party without the prior written consent of the disclosing Participant or use such information for any purpose other than to carry out the purpose of this MOU.

2. This obligation of confidentiality shall not apply to information in the public domain, information already in the possession of the receiving Participant at the time of disclosure by the disclosing Participant, information lawfully obtained by the receiving Participant from a third party under no obligation of confidentiality, information independently developed by the receiving Participant without reference to or reliance on the information of the disclosing Participant, or information which is required to be disclosed under an order of court or under any applicable law.

3. This Paragraph shall survive the expiry or termination of this MOU for any reason whatsoever.

Paragraph VII. Legal Effect
1. Save for Paragraph V, VI, VIII and XII, this MOU is not intended to be, and shall not be construed as, legally binding.

Paragraph VIII. Costs and Expenses
1. Each Participant shall bear its own costs and expenses incurred in the negotiation, preparation and execution of this MOU and the performance of its respective obligations under this MOU except as otherwise agreed between the Participants in writing.

2. Without prejudice to the generality of Paragraph VII1.1 above, the Participants shall mutually agree in advance in writing on (i) any costs with respect to any collaborative activity contemplated in this MOU; and (ii) the manner in which such costs are to be borne by the respective Participants.

3. This Paragraph shall survive the termination or expiry of this MOU.

Paragraph IX. Good Faith Negotiation
1. The Participants shall observe the principles of honesty and good faith in the negotiation and execution of any further agreements subsequent and in connection with this MOU, and in any collaborative activities contemplated herein.

Paragraph X. Copies and Counterparts
1. This MOU may be entered into in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Paragraph XI. Amendments
1. This MOU may be amended at any time by mutual agreement of the Participants. Such amendment(s), which shall be formalized by an appropriate written agreement signed by both Participants, shall form an integral part of this MOU.

Paragraph XII. Settlement of Differences

1. The Participants shall employ their best efforts in good faith to amicably settle any difference or differences arising out of or relating to this MOU.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this MOU.

Signed in Manila, The Philippines, on the Ninth of September 2019 in two originals in the English language.

For and on behalf of
DEPARTMENT OF
AGRICULTURE For and on behalf of
ENTERPRISE
SINGAPORE BOARD

Sgd.
Ariel T. Cayanan Sgd.
Tan Soon Kim

Undersecretary for Operations and
Agri-fishery Mechanization Assistant Chief Executive
Officer

Entry into Force: September 9, 2019

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