

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PHILIPPINE TEXTILE RESEARCH INSTITUTE**, an agency of the Department of Science and Technology (DOST), mandated among others, to conduct research and development on textile and allied industries, with office address at General Santos Avenue, Bicutan, Taguig City 1631, duly represented by its Director, **JULIUS L. LEAÑO, JR.** and hereinafter referred to as "**DOST-PTRI**"

The **EASTERN VISAYAS STATE UNIVERSITY** a state university that provides advance instruction in the arts, in agricultural and natural sciences, in technological, and professional fields, with office address at 6500 Lino Gonzaga Avenue, Tacloban City, Philippines represented by its University President, **DENNIS C. DE PAZ, Ph.D.** and hereinafter referred to as the "**EVSU**".

-and-

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY – REGION VIII** a regional office of the Department of Science and Technology with office address at Government Center, Palo, Candahug, 6501 Leyte, herein represented by its Director, **JOHN GLENN D. OCAÑA Ph.D** and hereinafter referred to as "**DOST VIII**"

WITNESSETH THAT:

WHEREAS, DOST-PTRI through the DOST-GAA funded project **FRONTIER: Fostering the Revitalization of Nascent Textile Innovation Ecosystem in the Regions – Establishment of Natural Textile Fiber Innovation Hub (NTFIH)**, reaches out to its potential technology adopters, partners and beneficiaries by working collaboratively with them earlier in the R&D process, thereby increasing chances of smooth lab-to-industry crossover and technology commercialization;

WHEREAS, DOST-PTRI in fulfillment of the objectives of the DOST-GAA funded project **FRONTIER: Fostering the Revitalization of Nascent Textile Innovation Ecosystem in the Regions – Establishment of Natural Textile Fiber Innovation Hub (NTFIH)**, seeks to conduct joint research collaboration with institutions for the verification of the technology, data, and economic figures on the mainstreaming of Natural Textile Fiber Innovation Hub (NTFIH) for textile material manufacturing;

WHEREAS, DOST-PTRI to expand network of the textile ecosystem and ensure integration of the supply chain with the establishment of the Regional Yarn Production and Innovation Center (RYPIC) and Innovative Center for Yarns and Textiles (ICYT) in a project to be set-up in EVSU campus;

WHEREAS, EVSU is one of the leading local universities in the country mandated to generate scientific knowledge and develop innovations as a driving force of economic growth and development in Leyte;

WHEREAS, EVSU, through its extension program, aims to sustain each active role in the realization of socio-economic development that enhances the quality of life for the people in the province of Leyte, in particular, and the **EASTERN VISAYAS** Region in

John Glenn D. Ocaña Ph.D.
Director, DOST VIII

Dennis C. de Paz, Ph.D.
President, EVSU

Julius L. Leano, Jr.
Director IV, DOST-PTRI

Mr. Roderick B. Pacañot
Witness, DOST VIII

Analyn C. España, Ph.D.
Witness, EVSU

Jenneli E. Caya
Witness, DOST-PTRI

general through dissemination of appropriate technologies to increase productivity and income towards the improvement of the quality of life of partner communities;

WHEREAS, EVSU expressed interest in the natural textile fiber extraction technology of the **DOST-PTRI** and acknowledges its alignment to the **EVSU** core values specifically to its public and the environment;

WHEREAS, DOST VIII is a Department of Science and Technology Regional Office that has identified the needs and opportunities in science and technology, particularly in Region 8;

WHEREAS, DOST VIII provides central direction in the collaborative development and utilization of science, technology and innovation in building smarter and disaster resilient communities;

WHEREAS, DOST VIII supports the program of the **DOST-PTRI** for the revitalization of the Philippine textile industry through Science and Technology and is willing to assist DOST-PTRI in the implementation of the project in the Region;

WHEREAS, DOST-PTRI, DOST VIII and EVSU mutually agree to work collaboratively and to share resources insights, and information for the benefit of each other's objectives;

NOW, THEREFORE, for and in consideration of the above premises, the parties hereby agree to co-implement the activities of the DOST-GAA funded project Establishment of Natural Textile Fiber Innovation Hub.

A. RESPONSIBILITIES OF BOTH PARTIES

1) **DOST-PTRI** shall:

- 1.1. Designate **Engr. Karl Marx Lennin A. Florante**, Science Research Specialist I, as lead coordinator of all activities related to this **AGREEMENT**;
- 1.2. Take the lead in implementing the Project activities including, procurement of equipment and auxiliary, providing capability-building, and funding the operational requirement of the project;
- 1.3. Assign one (1) Project Development Officer and one (1) Project Administrative Assistant 1 to **EVSU** to oversee the daily activities of the project onsite;
- 1.4. Provide assistance to the project through efforts in natural source propagation, eventual provision of extension services, and coordination with **DOST VIII**, in the identification of potential natural fiber suppliers in Leyte and promotion of an integrated textile ecosystem from raw material to weaving communities
- 1.5. Take charge of the first-year maintenance and operation of the NTFIH and conduct impact assessment after the initial operation followed by monitoring every six (6) months thereafter;
- 1.6. Provide training to the identified **EVSU** personnel on Natural textile fiber extraction and treatment technologies pursuant to a Technology Transfer Agreement precisely;

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President, EVSU

Julius L. Leaño, Jr.
Director IV, DOST-PTRI

- 1.7. Provide the necessary building improvements as per the NTFIH layout and in consultation with **EVSU**;
- 1.8. Promote and showcase the NTFIH in any platform available to **DOST-PTRI** and acknowledge the funding support of the DOST-GAA;
- 1.9. Acknowledge **EVSU and DOST VIII** in all promotions, advertisements, and press releases published or broadcasted in communication platforms, as a partner in the project.

2) **EVSU** shall:

- 2.1 Designate **Dr. Analyn C. España**, Vice President for Research and Development, and Extension Services of **EVSU**, as lead coordinator of all activities related to this **AGREEMENT**;
- 2.2 Identify and provide building/infrastructure where the NTFIH will be established and provide recommendations on possible improvement/renovation to the building/infrastructure, if needed;
- 2.3 Provide office and workstation to the assigned Project Development Office (PDO) I and Project Assistant (PA) I in **EVSU**;
- 2.4 Recommend/Identify potential suppliers for the needed chemical supplies and materials as required during training and operation of the NTFIH;
- 2.5 Utilize the equipment made available by the **DOST-PTRI** and strategize productive utilization within six (6) months after the installation and commissioning to ensure continued operations and sustainability of operations in support of the RYPIC-Leyte and ICYT-Leyte;
- 2.6 Identify participants to attend the training to be provided by the **DOST-PTRI** in natural textile fiber extraction and treatment technology pursuant to the RA NO. 10055 or the Technology Transfer Act of 2009 which shall be to encourage production and potential R&D activities and not for instruction or similar modes of knowledge transfer;
- 2.7 Promote and showcase the NTFIH in any platform available to EVSU and acknowledge the funding support of the DOST-GAA;
- 2.8 Acknowledge **DOST-PTRI**, and **DOST VIII** in all promotions, advertisements, and press releases published or broadcasted in communication platforms, as a partner in the project.

3) **DOST VIII** shall:

- 3.1 Designate **Mr. Roderick B. Pacañot**, OIC-Provincial Science and Technology Director – Leyte, as lead coordinator of all activities related to this **AGREEMENT**;
- 3.2 Assist in coordination with the authorized representatives from **EVSU** and other industries for proper and systematic implementation of the project;
- 3.3 Identify and recommend local communities to supply the needed natural plants for the sustainable operation of the NTFIH and promotion of an integrated textile ecosystem from raw material to weaving communities;

Mr. Roderick B. Pacañot
Witness, DOST VIII

Analyn C. España, Ph.D.
Witness, EVSU

Jenneli E. Caya
Witness, DOST-PTRI

John Glenn D. Ocaña Ph.D.
Director, DOST VIII

Dennis C. de Paz, Ph.D.
President, EVSU

Julius L. Leano, Jr.
Director IV, DOST-PTRI

- 3.4 If so desired, may consider providing funds for the continuous utilization of the NTFIH through applicable regional funding programs e.g., CEST;
- 3.5 Include the NTFIH in any promotional activities including but not limited to Regional Science and Technology Week (RSTW);
- 3.6 Provide necessary and other relevant support as requested by the **DOST-PTRI**;
- 3.7 Acknowledge **DOST-PTRI** and **EVSU** in all promotions, advertisements, and press releases published or broadcasted in communication platforms, as a partner in the project.

B. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 1) All equipment and ancillaries acquired as covered by this **AGREEMENT** shall remain under the ownership of the **DOST-PTRI** until such are transferred upon project completion subject to existing government rules.
- 2) Intellectual property rights and their derivatives and other proprietary information generated, and which were derived through the use of **DOST-PTRI** technologies prior to this **AGREEMENT** shall remain as ownership of the **DOST-PTRI**; all others developed in the partnership shall become shared ownership as determined by succeeding Research Agreements and as governed by the Technology Transfer Act of the Philippines.

C. ACKNOWLEDGEMENT

All reports or articles, including tri-media presentations using Project data and output, shall acknowledge the project as established by **DOST-PTRI**.

D. NON-DISCLOSURE AGREEMENT

The **PARTIES** shall execute a Non-Disclosure Agreement (NDA) with reference to the technologies as stipulated in **ANNEX 3**, and a Mutual Non-Disclosure Agreement (MNDA) for Confidential and Proprietary Information, as stipulated in **ANNEX 2** government the handling of information that will be revealed in the course of project implementation and within two (2) years after the project completion.

E. NON-WAIVER OF RIGHTS

No failure of either party hereto at any time requires the performance by the other party of any provision of this **AGREEMENT** or transactions hereunder shall affect the full right to require such performance at any time thereafter. No failure of either party hereto to exercise any of the rights provided for herein shall constitute a waiver of such right. No waiver by either of the Parties hereto of a breach of any provision hereto shall constitute a waiver of any subsequent breach of the same or other provisions.

F. PERTINENT MATTERS NOT SPECIFIED

Any matter not provided for in this **AGREEMENT**, but pertinent to its implementation shall be discussed and decided by the parties hereto

G. AMENDMENT

- 1) Amendments to the provisions outlined in this **AGREEMENT** shall be conveyed in writing by any of the parties, mutually agreed, and shall be made an integral part of this **AGREEMENT**.

Mr. Roderick B. Pacañot
Witness, DOST VIII

Analyn C. España, Ph.D.
Witness, EVSU

Jenneli E. Caya
Witness, DOST-PTRI

- 2) **DOST-PTRI** may extend the duration of the project with the concurrence and formal approval of **DOST VIII** and **EVSU**. The intention to extend the project duration shall be communicated by **DOST-PTRI, EVSU and DOST VIII** before the end of the approved duration of the research and development project as reflected in the proposal and workplan.

H. TERMINATION

This **AGREEMENT** shall be considered terminated based on the following conditions:

- 1) Upon full completion of the activities and deliverables.
- 2) **Failure of any Party to fulfill their responsibilities stipulated under this AGREEMENT.**
- 3) Violation of any other provision of this **AGREEMENT** by one or both parties.
- 4) By mutual agreement in writing of both parties to terminate this **AGREEMENT**.

I. ARBITRATION AND JURISDICTION

The parties in this **AGREEMENT** hereto agree to submit future controversy arising from this **AGREEMENT** to voluntary arbitration with any competent government Arbitration Council. In the event of a legal action arising from the execution of this **AGREEMENT**, the Parties hereto agree that the venue for the action shall be settled and/or litigated in the proper courts of the City of Taguig, Metro Manila, to the exclusion of all other courts of equal or competent jurisdiction.

John Glenn D. Ocaña Ph.D.
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Dennis C. de Paz, Ph.D.
President, EVSU

Julius L. Leaño, Jr.
Director IV, DOST-PTRI

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Witness, DOST VIII

Analyn C. España, Ph.D.
Witness, EVSU

Jenneli E. Caya
Witness, DOST-PTRI

J. EFFECTIVITY

This **AGREEMENT** shall take effect upon signing and shall be enforced until the completion of the stipulated responsibilities of each party.

IN WITNESS WHEREOF, both parties hereunder set their hands this _____, 2024 in Bicutan, Taguig City.

**FOR: PHILIPPINE TEXTILE
RESEARCH INSTITUTE**

**FOR: EASTERN VISAYAS
STATE UNIVERSITY**

JULIUS L. LEAÑO, JR.
Director IV, DOST-PTRI

DENNIS C. DE PAZ., Ph.D.
University President, EVSU

FOR: DOST – REGION VIII

JOHN GLENN D. OCAÑA, Ph.D.
Regional Director, DOST VIII

Signed in the presence of:

JENNELI E. CAYA
Supervising Science Research Specialist
DOST-PTRI

ANALYN C. ESPAÑO., Ph.D.
Vice President for Research and
Development, and Extension Services,
EVSU

MR. RODERICK B. PACAÑOT
OIC - Provincial Science and Technology Director
PSTO – Leyte

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF TAGUIG)S.S.

BEFORE ME, a Notary Public for the City of _____ this day of _____
2024, personally appeared the following:

| Name | Government-issued ID | Date and Place of Issue |
|----------------------|-----------------------------------|-----------------------------------|
| JULIUS L. LEAÑO, JR. | | |
| DENNIS C. DE PAZ | Employee ID D062695DC | 06/26/95 , Tacloban City |
| JOHN GLENN D. OCAÑA | | |
| RODERICK B. PACAÑOT | Driver's License H02-11-002897 | October 02, 2022 Tacloban City |
| JENNELI E. CAYA | | |
| ANALYN C. ESPAÑO | Phil Passport No. P7311253A | May 24, 2018 Tacloban City |

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed and of the organization they represent.

This Memorandum of Agreement, consisting of seven (7) pages, including the page on which this acknowledgement is written, has been signed by the parties and their instrumental witnesses on each and every page hereof and sealed with my notarial seal.

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

NOTARY PUBLIC

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Page No. _____
Book No. _____
Series No. 2024

PROJECT PROPOSAL

Project Title: FRONTIER: Fostering the Revitalization of Nascent Textile Innovation Ecosystems in the Regions - Establishment of Natural Textile Fiber Innovation Hub (NTFIH)

Project Leader: Engr. Karl Marx Lennin A. Florante

Project Staff: Engr. Rojen G. Galicio
Golden Rey G. Oro
Jay Marlou L. Discipulo
Andrei Noel T. Parcasio
Dexter B. Nacman
Raymond A. Cepe

Duration: One (1) year

Objectives:

- 1) To validate and verify textile raw material extraction and processing technologies of banana and pineapple leaf sourced from Laguna, Leyte and Davao at the community scale;
- 2) To establish a natural textile fiber innovation hub in Laguna, Leyte and Davao capable of processing from 10 – 40 kgs/day of textile raw material for spun textile application, validate the efficiencies and quality of the output, and cost of end products;
- 3) To enhance the regional technical capability on the extraction, and processing of banana, and pineapple leaf textile fibers in Laguna, Leyte, and Davao in support of the regional textile economy.

Methodology:

1. Material Preparation and Equipment Procurement
2. Deployment of DOST-PTRI natural textile material processing technologies and verification of the established DOST-PTRI fiber treatment technologies
3. Textile fiber and fabric material characterization
4. Technology transfer through training (as part of capability-building)

Expected Output:

- 1) Three (3) Natural Textile Fiber Innovation Hub in Laguna, Leyte and Davao.
- 2) Three (3) Memorandum of Agreement signed with Partner SUC and DOST Regional Offices
- 3) At least Fifteen (15) people trained in the operation of Natural Textile Fiber Innovation Hub (NTFIH)

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Witness, DOST VIII

Analyn C. España, Ph.D.
Witness, EVSU

Jenneli E. Caya
Witness, DOST-PTRI

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Confidentiality/Non-Disclosure Agreement** is made and executed by and between:

DEPARTMENT OF SCIENCE AND TECHNOLOGY - PHILIPPINE TEXTILE RESEARCH INSTITUTE, a government entity attached to the **Department of Science and Technology (DOST)**, with office address at Gen. Santos Avenue, Bicutan, Taguig City, represented herein by its Director, **DR. JULIUS L. LEAÑO, JR.**, and hereinafter referred to as "**DOST-PTRI**";

EASTERN VISAYAS STATE UNIVERSITY a state university that provides advance instruction in the arts, in agricultural and natural sciences, in technological, and professional fields, with office address at 6500 Lino Gonzaga Avenue, Tacloban City, Philippines represented by its University President, **DENNIS C. DE PAZ, Ph.D.** and hereinafter referred to as the "**EVSU**";

-and-

DEPARTMENT OF SCIENCE AND TECHNOLOGY – REGION VIII a regional office of the Department of Science and Technology with office address at Government Center, Palo, Candahug, 6501 Leyte, herein represented by its Director, **JOHN GLENN D. OCAÑA, Ph.D** and hereinafter referred to as "**DOST VIII**";

WITNESSETH: THAT -

WHEREAS, the **DOST-PTRI** has developed and owns the intellectual property rights of the technology system for *Natural Textile Fiber Treatment for Textile Applications*, herein referred to as the "**Technology**";

WHEREAS, **EVSU** and **DOST VIII**, is implementing a project, entitled **FRONTIER: Fostering the Revitalization of Nascent Textile Innovation Ecosystems in the Regions - Establishment of Natural Textile Fiber Innovation Hub (NTFIH)** which aims to deploy the **Technology** of the **DOST-PTRI**;

WHEREAS, **EVSU** and **DOST VIII** signified its intent to adopt, utilize, make, produce and/or commercialize the **Technology** and/or the product using the **Technology** through a provision of a grant;

WHEREAS, in the course of the discussions and negotiations on the intent of **EVSU** and **DOST VIII** to utilize the **Technology**, **DOST-PTRI** may have to disclose "Confidential Information" as defined hereunder, subject to the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations herein set forth, the parties voluntarily hereby agree as follows:

1. "Confidential Information" shall mean, for purposes of this Agreement, all data and information on the methodology, processes, systems, analyses, and papers involved in the **Technology** and the use thereof, and any other data or information related thereto, which may come to the knowledge of **EVSU** and **DOST VIII**, through any means and in any form, in the course of the discussions or negotiations between the parties herein, in the intent of **EVSU** and **DOST VIII** to utilize the **Technology**, except those that are already part of the public domain.

2. **EVSU and DOST VIII** agrees and undertakes to **DOST-PTRI**:

(a) to keep the Confidential Information confidential and not to disclose the Confidential Information to any third party or unauthorized persons without the prior written consent of **DOST-PTRI**;

(b) to use the Confidential Information only for the purpose stated herein and not for any other purpose;

(c) not to make any copies or reproductions of any materials containing Confidential Information without the prior written approval of **DOST-PTRI**, and any approved copies shall at all times remain the exclusive property of **DOST-PTRI**; and

(d) not to use the Confidential Information to the detriment of **DOST-PTRI**, and its officers, employees and representatives.

3. **EVSU and DOST VIII** may disclose Confidential Information to its shareholders, officers and employees who need to know the Confidential Information in order to achieve the purpose of **EVSU** and **DOST VIII** as stated herein. **EVSU and DOST VIII** undertakes that the respective employees, officers and shareholders who receive Confidential Information maintain the confidentiality of the Confidential Information. The failure of any of the employees, officers or shareholders to do so will be the responsibility of **EVSU and DOST VIII**.

4. **EVSU and DOST VIII** shall hold and maintain the Confidential Information in strict confidence and in trust for the sole and exclusive benefit of **DOST-PTRI**. **EVSU and DOST VIII** shall be responsible for maintaining the confidentiality, secrecy and security of all Confidential Information and will take all reasonable measures to prevent unauthorized disclosure of any Confidential Information.

5. **EVSU and DOST VIII** acknowledges that the Confidential Information is the confidential and proprietary information and property of **DOST-PTRI** and that **EVSU and DOST VIII** does not have any claim, right, title, property, or other interest or license of any kind or nature in the Confidential Information.

6. **EVSU and DOST VIII** acknowledges that any breach of the undertakings in this Agreement may result in the immediate termination of all discussions between **EVSU, DOST VIII and DOST-PTRI**. **EVSU and DOST VIII** shall indemnify and hold free and harmless **DOST-PTRI** and all its officers, employees and representatives, from all liabilities, damages, losses or expenses that the latter may sustain or incur as a result of any breach of the undertakings in this Agreement.

7. No representations or warranties are given by **DOST-PTRI**, whether express or implied, as to the accuracy or completeness of the Confidential Information. The Confidential Information provided by **DOST-PTRI** shall not be relied upon by **EVSU and DOST VIII** as a substitute for making its own independent calculations or analyses. Neither **DOST-PTRI** nor its officers, employees and representatives assume any liability or responsibility for any expense, damage, liability or loss incurred or suffered by **EVSU and DOST VIII** on the basis of the Confidential Information.

8. **EVSU and DOST VIII** undertakes to return immediately on demand by **DOST-PTRI** all written Confidential Information furnished to them and all copies and extracts thereof, and to destroy any notes, memoranda and analyses, and delete all computer records, which are derived from or contain Confidential Information.

9. The undertakings in this Agreement shall survive the termination of the discussions between **EVSU, DOST VIII and DOST-PTRI** for any reason.

10. **EVSU, DOST VIII or DOST-PTRI** is free to discontinue or terminate any discussions or negotiations at any time without assigning any reasons whatsoever. Upon the discontinuation or

termination of such discussions or negotiations, neither **EVSU, DOST VIII** nor **DOST-PTRI** shall have any claims whatsoever against each other.

11. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it shall not be modified except by a subsequent written agreement executed by both parties.

12. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of **DOST-PTRI** in the absence of a written agreement executed by an authorized officer of **DOST-PTRI**. Similarly, failure by **DOST-PTRI** to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision of this Agreement.

13. This Agreement is governed by the laws of the Republic of the Philippines and **EVSU** and **DOST VIII** submits to the exclusive jurisdiction of the proper courts in the Philippines.

IN WITNESS WHEREOF, the parties hereto affixed their signatures this _____ day of _____, 20____ in _____, Philippines.

**DEPARTMENT OF SCIENCE AND
TECHNOLOGY-PHILIPPINE TEXTILE
RESEARCH INSTITUTE**

**EASTERN VISAYAS STATE
UNIVERSITY**

By:

By:

DR. JULIUS L. LEAÑO, JR.
Director

DR. DENNIS C. DE PAZ
President

WITNESSES:

EVANGELINE FLOR P. MANALANG
Head, OD-TIPS

DR. ANALYN C. ESPAÑO
Vice President for Research and
Development, and Extension
Services

**DEPARTMENT OF SCIENCE AND
TECHNOLOGY – REGION VIII**

By:

DR. JOHN GLENN D. OCAÑA
Regional Director

WITNESSES:

MR. RODERICK B. PACAÑOT
OIC - Provincial Science and Technology Director
PSTO – Leyte

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF)SS.

BEFORE ME, a Notary Public for and in the City of _____, Philippines, this _____ day of _____ 2024 personally appeared the following persons exhibiting to me their respective government issued identification documents (IDs) specified below:

1. JULIUS L. LEAÑO, JR. Identification (ID)No.: _____
Issued by: _____
Issued on: _____

2. DENNIS C. DE PAZ Identification (ID)No.: D062695DC
Issued by: EVSU-Tacloban Campus
Issued on: 06/26/25

3. JOHN GLENN D. OCAÑA Identification (ID)No.: _____
Issued by: _____
Issued on: _____

all known to me to be the same persons who executed the foregoing Confidentiality/Non-Disclosure Agreement, consisting of four (4) pages including this page where this Acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as of the respective entities represented.

WITNESS MY HAND SEAL on the date and at the place first above written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.