MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("MOA"), entered into, by and between:

PILIPINAS SHELL FOUNDATION, INC., a non-stock, non-profit corporation organized under existing Philippine laws, with principal place of business at The Finance Centre, 41st Floor, 26th Street corner 9th Avenue, Bonifacio Global City, Taguig City, represented herein by its Executive Director, SEBASTIAN C. QUINIONES, hereunto duly authorized and referred to as "PSFI";

and

The EASTERN VISAYAS STATE UNIVERISTY of Tacloban City represented by its President, DR. DOMINADOR O. AGUIRRE, JR., hereinafter as EVSU.

WITNESSETH THAT:

WHEREAS, PSFI, established in 1982 as the "social arm" of the Shell companies in the Philippines, is a non-profit organization that works to uplift the lives of the most vulnerable sectors in the Philippines with a focus on five thematic areas: Livelihoods, Education, Health and Safety, Environment and Energy.

WHEREAS, PSFI, Yolanda Recovery and Rehabilitation Program is on its final phase and one of its aim is being to contribute to poverty alleviation by providing skills training and enterprise development support to residents in North Kawayan Ville relocation site to further contribute to their sustainability;

WHEREAS, PSFI's enterprise development support would include the conduct of training focused on entrepreneurship development and financial literacy to scale-up capabilities in managing an enterprise;

WHEREAS, EVSU is a higher learning institution mandated to develop the potentialities of Region VIII;

WHEREAS, EVSU is mandated with four major functions, namely; instructions, research, production and extension services;

WHEREAS, EVSU is mandated to implement research and development as well as extension services and programs to its immediate communities, development partners and identified clients;

WHEREAS, PSFI and EVSU (herein collectively referred to as "THE PARTIES", recognize the importance of partnership as one of the key strategies to effectively implement and sustain development interventions and thus the livelihood and economic development interventions under the final phase of the PSFI Yolanda Recovery and Rehabilitation Program will have a potential for success if its partners will collaborate fully in its implementation;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby declare and agree to undertake the program under the following terms and conditions:

I. SCOPE AND PURPOSE

1. The purpose of this MOA is to provide a framework of partnership within which PSFI and EVSU shall work and collaborate on PSFI's community skills and

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enterprise development initiatives geared towards poverty alleviation and sustainability of the residents of North Kawayan Ville relocation site.

II. DUTIES AND RESPONSIBILITIES

A. The PSFI shall:

- 1. Collaborate with EVSU in the planning, organizing, and setting-up of various activities related to enterprise development initiatives;
- 2. Conduct beneficiary selection process and come up with the list qualified beneficiaries for the enterprise development intervention;
- 3. Oversee and manage trainings related to enterprise development and financial literacy;
- 4. Provide major inputs and assistance to EVSU and beneficiaries essential in the conduct of trainings to include reproduction of the modules, training kits (ball pens, pencils, columnar/ledger sheets, notebooks, calculator, etc.), sanitation kits (alcohols, mask and face shield), audiovisual equipment (sound system and projector), logistics/transportation, meals and snacks, etc.;
- 5. PSFI shall provide honorarium, meals and transportation to EVSU technical resource persons and development experts whenever needed.
- 6. In collaboration with EVSU conduct regular coaching, monitoring and evaluation of the project by establishing mechanisms for monitoring, taking corrective action, and recommending innovative directions.

B. EVSU shall:

- 1. EVSU shall provide needed appropriate skills and technical manpower resources to PSFI as required in the conduct of enterprise development and financial literacy training aimed to alleviate from poverty situation;
- 2. Provide information to PSFI of any supplies and/or materials required by EVSU experts and personnel in the conduct of trainings and technical assistance;
- 3. Provide valuable and relevant inputs that would better enhance sustainability and continuity of the project interventions;
- 4. Provide a focal person that would work closely with PSFI counterpart to ensure smooth implementation of the trainings;
- 5. Provide to PSFI a copy of the training design, modules, documentations, and end of training reports/evaluation.

II. PRINCIPLES

A. Conduct of Business

1. EVSU acknowledges that:

- a. it has received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at www.shell.com/sgbp);
- b. it has received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at

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http://www.shell.com/home/content/aboutshell/who we are/our values/code of conduct/;

- c. it has been made aware of the Shell Global Helpline at http://www.shell.com/home/content/aboutshell/who-we-are/our-values/compliance-helpline/.
- 2. EVSU agrees that it and its Related Parties shall adhere to the principles contained in the Shell General Business Principles (or EVSU has adopted equivalent principles) in all its dealings with, for or on behalf of PSFI in connection with this Agreement and the business resulting therefrom. In the event that EVSU or any of its Related Parties that work on behalf of PSFI or represents PSFI, each commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. EVSU shall notify PSFI immediately if it becomes aware of any behavior by PSFI, EVSU staff or its Related Parties which is, or may be, inconsistent with the Shell General Business Principles, the Shell Code of Conduct or, where EVSU has adopted equivalent principles, or their equivalent.

B. Compliance with Laws

EVSU, that, in the performance of this Agreement and the business resulting therefrom, shall comply, and ensure compliance by its Related Parties, with the Laws.

C. Child Protection

All parties agree to abide by the basic principles of child protection and comply with the provisions of existing child protection related international and national conventions and comply with all pertinent local laws and regulations that address child protection.

EVSU shall (and shall ensure that its employees, agents, sub-contractors and any other party engaged in the performance of duties/services shall) at all times and in all circumstances to comply by the existing child protection related international and national conventions and abide with all pertinent local laws and regulations that address child protection.

D. Gender Equality

All parties agree to abide by the basic principles of gender equality and comply with the provisions of existing gender-related international and national conventions. More specifically, the parties shall ensure that no gender-based discriminations takes place in the course and as part of this engagement (this includes, but is not limited to, the use of gender sensitive language in promotional materials, recordings and publications).

E. Anti-Terrorism Policy

PSFI will not provide support of any kind to a person or entity that it knows or has reason to believe advocates terrorism or engages in terrorist activity. PSFI shall comply with all pertinent local laws and regulations that address terrorism and terrorist activity.

For the purpose of this policy, "terrorist activity" means a violent act that is intended to:

- intimidate or coerce a civilian population;
- · influence the policy of a government by intimidation or coercion; or
- affect the conduct of government by mass destruction, assassination, kidnapping or hostage taking.
- Examples of violent acts intended to coerce civilian populations that may constitute
 "terrorist activity" include: high-jacking or sabotaging a public transportation
 vehicle; seizing and threatening to harm another person unless some ransom is
 made; assassinations; and use of biological, chemical, nuclear or other weapons of
 mass destruction.

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F. Compliance with Anti-Bribery Laws

- 1. EVSU represents and warrants that, in connection with this Agreement or the business resulting there from:
 - a. it is knowledgeable about Anti-Bribery Laws applicable to the performance of this Agreement and will comply with all such laws;
 - b. neither it nor a Related Party have made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/ or (ii) violate the Anti-Bribery Laws;
- 2. EVSU undertakes to immediately notify PSFI if in connection with this Agreement or the business resulting therefrom it, receives or becomes aware of any request from a Government Official or any person for any payment, gift, promise or other advantage of the type mentioned in clause [F.1].
- 3. PSFI confirms that its partnership with EVSU was expressly made on the basis that Anti-Bribery Laws and the Shell General Business Principles would not be violated.
- 4. EVSU acknowledges that the contents of this Agreement may be disclosed by PSFI to third parties for the purposes of demonstrating compliance with this Clause.
- 5. EVSU warrants that it will not assert illegal influence on behalf of PSFI or its Affiliates.
- 6. EVSU shall indemnify, defend, and hold harmless PSFI and its Related Parties from and against any and all losses, damages, claims, expenses, fines and penalties arising out of EVSU representations in this Clause [F] being untrue or arising out of EVSU breach of any of its warranties or undertakings in this Clause [F].

G. Data Protection Policy

- 1. PSFI is committed to safeguarding and honoring information gathered from partners and beneficiaries. PSFI processes personal information in accordance with Republic Act 10173 or the "Data Privacy Act of 2012" and its implementing rules and regulation and other applicable laws. Any personal data collected from partners and beneficiaries will only be used and processed by the Monitoring and Evaluation team to facilitate and ensure the efficient and effectiveness of the Enterprise Development and Financial Literacy Training. All personal data are maintained in a secure manner and only authorized employees have access to the aforementioned data. PSFI will only keep personal data for as long as is reasonably necessary or to comply with legal requirements under applicable law(s). PSFI will not transfer or share any gathered personal data with other person/s and/or organization/s, unless required and approved by the Yolanda Recovery and Rehabilitation Program team responsible for ensuring adherence to the Data Sharing Agreement protocols.
- 2. PSFI will share all pertinent partner and beneficiary information to EVSU as partner in the Yolanda Recovery and Rehabilitation Program livelihood component.
- 3. EVSU promises to exert all means to ensure that all the pertinent information that will be shared by PSFI will be stored in a safe and secure manner and only those project staff directly involved in Enterprise Development and Financial Literacy Training will have access to the aforementioned information.
- 4. This is to acknowledge that EVSU has its own data privacy policy in accordance with the "Data Privacy Act of 2012" and any information gathered from our partners and beneficiaries have prior consent which includes but not limited to processing and sharing of personal information to our partners for the purpose of facilitating and implementing specific program/s.

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~ ~ 5. This will acknowledge that EVSU is aware of and agree to abide by PSFI's Data Sharing Agreement.

H. Audit Rights, Internal Controls and Records Keeping

- 1. EVSU and its Affiliates shall maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.
- 2. EVSU shall maintain, either physically, by electronic media or on microfilm, all records and information related to this Agreement and/or any work statement in connection therewith for a period of three (3) years after the Agreement's end date. Such records and information shall include at a minimum all invoices for payment submitted by EVSU to PSFI along with complete supporting documentation. EVSU shall ensure that its Related Parties and third party contractors comply with the requirement of this Clause [H].
- 3. PSFI shall have the right to audit all information, rates and costs and expenses related to this Agreement [and/or any Purchase Contract or Order] in connection therewith at any time during and within ten (10) years after termination of this Agreement. PSFI or any person authorized by PSFI may have access at all reasonable times to any place where the records are being maintained and EVSU shall afford every reasonable facility for this right of access. PSFI shall have the right to reproduce and retain copies of any of the aforesaid records or information. EVSU shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed with PSFI.
- 4. Upon PSFI's request, EVSU will, as soon as reasonably practical, provide PSFI with all records relating to this Agreement and/or any work statement in connection therewith which are created or kept by its Related Parties or third party contractors.
- 5. For purposes of this Agreement, the following terms shall have the corresponding meaning:
 - "Affiliate" means a company which directly, or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with a Party. For this purpose control means that the direct or indirect ownership of is in aggregate fifty percent or more voting capital.
 - "Anti-Bribery Laws" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), the Asia Pacific Economic Cooperation (APEC) Anti-Corruption Code for Business, and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Government Official or any other person.
 - "Facilitation payments" means payments to facilitate or expedite performance of a routine governmental action, which is an action which is commonly performed by a Government Official.
 - "Government Official" means any official or employee of any government, or any agency, ministry, department of a government (at any level), person acting in an official capacity for a government regardless of rank or position, official or employee of a company wholly or partially controlled by a government (for example, a state owned oil company), political party

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and any official of a political party; candidate for political office, officer or employee of a public international organization, such as the United Nations or the World Bank, or immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing.

"Related Party" means in relation to a party

- 1. any of its Affiliates, which for PSFI shall include any of the Shell Companies in the Philippines and their respective Affiliates;
- 2. any person employed by that Party or its Affiliates;
- 3. any director or other officer of that Party or its Affiliates; and
- 4. any person acting for or on behalf of that Party or its Affiliates

III. AMENDMENT

Any amendment or modification in this agreement may be made only upon mutual agreement of both parties and must be put in writing and duly executed by each of the parties in the same manner as the execution of this MOA.

IV. TERMINATION OF AGREEMENT

- 1. This MOA shall cover a period of one (1) year from commencing upon signing hereof and shall remain valid until October 31, 2021 and shall such time when either or both parties shall agree to terminate this MOA.
- 2. The PSFI and EVSU shall terminate this agreement at any stage of the project implementation should either party fail to deliver its obligations on the schedules mutually agreed upon. Either party may terminate this MOA by giving at least thirty (30) days prior written notice. Any such termination or cancellation shall be carried out in a manner, which shall not unduly prejudice activities already commenced (at the time that notice is received) for the benefit of third parties, and the parties agree to ensure an orderly hand-over and transition.

in	, Philippines.		
PILIPINAS SHELL FOUNDATION, INC.	EASTERN VISAYAS STATE UNIVERSITY		
By:	By:		
SEBASTIAN C. QUINIONES Executive Director	DR. DOMINADOR G. AGUIRRE, JR. President		

IN WITNESS THEREOF, the parties have hereunto set their hands and seal this ____ day of

In the presence of:

JOANNA DABAO - STENSON
Program Manager,
Synergies Program,
PSF1

DR. MA. CRISTINA I. CAINTIC

Vice President
Planning, Research, Development and
Extension Services

DR. SEVERO BLANCO

Director, Gender and Development Office

PROF. FAUSTITO A. AURE Director, Extension Services

ACKNOWLEDGMENT

Latin Committee of the	
REPUBLIC OF THE PHILIPPINES)	S

BEFORE ME a Notary Public in and for MAKATI CITY, Philippines, personally appeared the following, who are identified by me through competent evidence of identity:

NAME	Competent Evidence of Identification	
	Type/Number	Date and Place of
		Issue
SEBASTIAN C. QUINIONES	Passport P4453169A	22 Sep 2017/DFA
DR. DOMINADOR O. AGUIRRE, JR.		

known to me and to me known to be the same persons who executed the foregoing instrument who acknowledged to me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities herein represented.

This instrument consisting of seven (7) pages, including this page, is signed on each and every page thereof by the Parties and their instrumental witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _______, Philippines.

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UNTIL DECEMBER 31, 2020

TR NO. 7335104/01-03-2019 MAKATI

IBP NO 656155 LIFETIME MEMBER

IPPT. NO.M104/2017/ROLL NO. 4009

MCLE COMPLIANCE NO.V-000693/

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