

Order for Services

Schedule

The New Zealand Institute for Plant and Food Research Limited a Crown Research Institute established under the Crown Research Institutes Act 1992 ("PFR")

Mel Chisel Sales ("Research Provider")

PFR Contact:	Phil Elmer	Phone: T: +64 7 959 4548 M: +64 21 0844 2625
Physical Address:	Bisley Road, Hamilton 3214, New Zealand	Email: Philip.Elmer@plantandfood.co.nz
Postal Address:	Private Bag 3230, Waikato Mail Centre, Hamilton 3240, New Zealand	

Research Provider Contact:	Mel Chisel Sales	Phone: +63966 725 8218
Physical Address:	University of Southern Mindanao – USM Abellera St., Poblacion, Kabacan, North Cotabato (Besides Iglesia ni Cristo)	Email: mcasales@usm.edu.ph
Postal Address:	University of Southern Mindanao – USM USMARDC-Central Laboratory, Crops Research Bldg., USM, Kabacan, Cotabato 9407, Philippines	



The Research Provider agrees to carry out the Services in accordance with the attached Terms and Conditions.

Services: See Schedule - Potential project activity to be undertaken by Dr. Mel Chisel Sales (estimated 10 days i.e. PhP18,000 (aprox NZD))

Commencement Date: November 1st 2023

Completion Date: October 31st 2024 (can be extended by mutual agreement via email exchange)

Executed on the later of the two dates written below

<p>Signed by The New Zealand Institute for Plant and Food Research Limited</p>  <p>Name: Declan Graham Position: Business Manager Date: 31/10/2024</p>	<p>Signed by Mel Chrisel Sales</p>  <p>Name: Mel Chrisel A. Sales Position: Assistant Professor IV Date:</p>
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Schedule

Potential project activity to be undertaken by Dr Mel Chrisel Sales

Primary tasks are described in detail below

1. Liaise with the spray contractor at Mayor Rolly's mango farm and the PFR scientists and reach agreement on timing of first flower induction spray and plant protection products for insect and pathogen control.
2. Conduct a site inspection and provide a block map to the Mango team similar to the theoretical block maps in Appendix 1 and 2.
3. Within each orange and green sub-block label 10 monitor trees (yellow tree tags supplied by PFR) as in Appendix 1 and 2.
 - a. 5 plots are labelled with 'A' to signify (all fruit on the tree are to be bagged with the new mango bags from Taiwan.
 - b. 5 plots are labelled with a 'B' to signify that they are bagged with conventional newspaper bags used in the region for local and export mangos.
4. Contractor spray evaluation to be carried out with local horticultural advisory support provided by Tami.
 - a. Dr Mel Sales will oversee normal contract spraying practice and undertake calibration checks as per revised PFR protocols using water sensitive papers (WSPs), supplied by PFR
 - b. Undertake a step-wise approach that shows how improvements to spraying practices and coverage can be achieved by better calibration and spray equipment, supplied by PFR.
5. Oversee the application of bait attractant to trees after fruit bagging in the two MangoFutures blocks
6. Oversee the bagging of fruit 54 days after flower induction (approx. 30 Nov. 2023)
7. Provide technical support during fruit harvest in mid to late January 2024.
8. Assist with any reporting requirements for the G2G MangoFutures project
9. Measurements to be undertaken by Dr Sales at each monitor tree include
 - a. fruit canopy density using PFR supplied protocols
 - b. pesticide residues samples to be undertaken at harvest
 - c. soil and plant tests as and when required.

TERMS AND CONDITIONS

Definitions

1. For the purposes of this Agreement:

"Agreement" means this Agreement and any Schedule annexed to this Agreement.

"Business Day" means any day of the week other than a Saturday or Sunday or regional holiday, on which the trading banks of the recipient's country are open for business.

"Confidential Information" means any information relating to PFR's business, the existence and contents of this Agreement and any information that arises in relation to this Agreement or the Services.

"Intellectual Property" means all information, data, inventions, patents, knowhow, copyright, designs, or the knowledge arising from or developed in the course of undertaking the Services and includes articles, papers (including those produced, collected or purchased) designs, records, models, samples, processes, software, techniques, methodologies, enhancements or other matters which are produced or arise in relation to the provision of Services or otherwise in relation to this Agreement.

"Services" means the services to be performed by the Research Provider as detailed in the Schedule.

Performance

2. The Research Provider will undertake the Services in accordance with best practice and all applicable legal and regulatory requirements.
3. The Research Provider will commence the Services on the Commencement Date and will complete the Services by the Completion Date.

Fee

4. PFR shall pay the Fee to the Research Provider by the 20th of the month following the date of the Research Provider's invoice.

Indemnity

5. The Research Provider indemnifies PFR and its officers and employees against all claims, demands, costs (including reasonable legal costs on a solicitor/client basis) damages, expenses or the like which PFR may suffer or incur as a direct or indirect result of any negligence, wilful act or default of the Research Provider in providing the Services.
6. To the extent allowed by law, PFR is liable to the Research Provider, under or in relation to this Agreement, only for actual loss suffered by the Research Provider as a direct result of PFR's wilful default, and in no circumstances shall PFR's liability, and the liability of its officers and employees, exceed in aggregate an amount equal to the money that PFR has paid to the Research Provider under this Agreement.

Insurance

7. The Research Provider acknowledges and agrees that it will:
 - 7.1. Carry out the Services at its own risk;
 - 7.2. Maintain or cause to be maintained, adequate liability insurance in respect of all of the Research Provider's obligations under this Agreement;
 - 7.3. Produce evidence of the currency of the above insurance policies if required by PFR; and
 - 7.4. Undertake at all times to comply with the terms of the above insurance policies.

Review and reporting

8. PFR and the Research Provider shall meet from time to time to review the Research Provider's progress in providing the Services.
9. The Research Provider shall keep accurate and systematic records in relation to the Services and shall make such records available to PFR as reasonably required.
10. The Research Provider shall report any occupational health and safety hazards in relation to the Services

immediately such health or safety hazard occurs (including any injury to personnel and damage to property), having first taken all appropriate remedial action.

Confidentiality

11. The Research Provider will keep confidential, and will not use nor permit the use of, any Confidential Information except to the extent that:
 - 11.1. The Confidential Information lawfully enters the public domain;
 - 11.2. PFR consents in writing to the disclosure of the Confidential Information;
 - 11.3. The Confidential Information is received in good faith from a third party, where no obligation of confidentiality is owed to the third party;
 - 11.4. Disclosure is required by law, in which case the Research Provider shall promptly notify PFR and take all reasonable steps so as to allow PFR the full opportunity to oppose disclosure.
12. The Research Provider will ensure that its employees and permitted sub-contractors who receive, or may receive, Confidential Information are aware of, and are bound by the confidentiality provisions of this Agreement.
13. If required by PFR, the Research Provider will obtain a written undertaking from any person to whom the Research Provider discloses Confidential Information that confirms:
 - 13.1. That person has read and understood the confidentiality provisions of this Agreement; and
 - 13.2. Will comply with them.

Intellectual Property

14. All rights in any Intellectual Property arising from, or in relation to this Agreement, or developed in the course of undertaking the Services will vest or remain with PFR as its sole property.
15. At PFR's request, the Research Provider will do all things reasonably required by PFR to perfect its rights in and to the Intellectual Property.

Use of PFR's Name

16. The Research Provider will not use PFR's name or the name of any employee or location of PFR to advertise or promote the Research Provider or the Research Provider's business without the prior written consent of PFR.

Termination

17. Either Party may terminate this Agreement by giving thirty (30) Business Days written notice to the other.
18. PFR may terminate this Agreement immediately by written notice to the Research Provider in the event the Provider:
 - 18.1. Breaches any provision of this Agreement;
 - 18.2. Commits an act of bankruptcy (or becomes insolvent if a company) or a receiver or similar officer is appointed in relation to any assets of the Research Provider; or
 - 18.3. Commits an act of serious misconduct which, in the opinion of PFR, brings or may bring, either Party into disrepute.

No Assignment or subcontracting

19. This Agreement is personal to the Research Provider. The Research Provider may not assign, transfer, or deal with any of the Research Provider's rights or obligations under this Agreement, nor subcontract any duties under this Agreement without the prior written consent of PFR. Any material change in the Research Provider's shareholding is an assignment for the purposes of this clause.

Further Services

20. The Research Provider acknowledges and agrees that if the Research Provider carries out any further services for PFR, then in the absence of a subsequent written agreement, those other services will be subject to the Terms and Conditions of this Agreement.

Entire Agreement

21. This Agreement represents the entire agreement between the Parties relating to the Services. There are no oral or written agreements, representations, understandings or

TERMS AND CONDITIONS

- commitments of any kind, express or implied, not expressly set out in this Agreement.
22. Variations, waivers and modifications shall be valid only if in writing and signed by the Parties.

Notices

23. All notices under this Agreement shall be in writing and personally delivered or sent by prepaid post or facsimile, to the address of the Party to whom the notice is to be given.
24. Notices shall be deemed to have been delivered on
- 24.1. The third Business Day after posting in the case of notices sent by post to an address within the same country;
- 24.2. The tenth Business Day after posting by airmail in the case of notices sent by post to an address in a different country;
- 24.3. The receipt of an error free transmission report in the case of a facsimile, unless a verifiable query as to illegibility is promptly raised; or
- 24.4. The date of delivery in the case of personal service.

Enforceability

25. Should any part or provision of this Agreement be held to be unenforceable or in conflict with the applicable laws or

regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of the Agreement will remain binding upon the Parties.

No waiver

26. Any failure by either Party to enforce any of the provisions of this Agreement shall not constitute a waiver of any rights to future enforcement.

Governing Law

27. This Agreement shall be governed by the laws of New Zealand. Both Parties submit to the non-exclusive jurisdiction of the courts of New Zealand. Neither Party will object to the exercise of jurisdiction by those courts, either for forum non conveniens, or on any other basis.

Survival

28. The provisions of this Agreement relating to limitation of liability, indemnity, confidentiality, intellectual property, use of PFR's name and governing law shall not expire when this Agreement ends.

December 12, 2023

FRANCISCO GIL N. GARCIA, Ph.D
President
University of Southern Mindanao (USM)
USM, Kabacan, Cotabato, Philippines

Dear Dr. Garcia:

Greetings of Peace from New Zealand!

This has reference to the recent collaboration between our agency – the **Plant and Food Research (PFR)** and the local government unit (**LGU**) of **Midsayap** through the leadership of the *Honorable Mayor Rolando Saccalan*, on a project for the development of export quality assurance programme on Mango for the benefit of the mango farmers in Midsayap and stakeholders of the entire mango industry in Mindanao.

The said project officially commenced early this year and we are preparing for the establishment of the experimental site in Midsayap. In relation to this, we would like to invite one of your technical expert in the University – Dr. Mel Chrisel Sales, to join our research team specifically in the conduct of the experiment, soil and plant sampling activities as well as in the coordination with the focal team of Mayor Saccalan for this project.

The PFR and LGU Midsayap always value partnerships with development agencies to better the implementation of the project and to ensure the delivery of the benefits to the project stakeholders. Thank you and looking forward to your positive response on this request.

Sincerely,



Dr. Phil Elmer
Team Leader and Principal Scientist, Plant and Food Research Limited – New Zealand

cc: The Honorable Rolando C. Saccalan
Mayor, Municipality of Midsayap