

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This **MEMORANDUM OF AGREEMENT** made and entered into at **BARANGAY 43-A QUARRY DISTRICT** in Tacloban City-Philippines on March 8, 2022 by and between

The **EASTERN VISAYAS STATE UNIVERSITY** of Tacloban City represented by its President, **DR. DENNIS C. DE PAZ.**, hereinafter as **EASTERN VISAYAS STATE UNIVERSITY (EVSU)**.

And

The **Barangay 43-A Quarry Dist. Tacloban City**, represented by its Barangay Chairperson, **Hon. EVELYN B. MAGALONA.**, hereinafter to as **COBE Adopted Extension Barangay**.

WITNESSETH:

WHEREAS, EASTERN VISAYAS STATE UNIVERSITY (EVSU), is a higher learning institution mandated to develop potentialities of Region VIII;

WHEREAS, the **EASTERN VISAYAS STATE UNIVERSITY (EVSU)**, in fulfillment to its mandate to help empower communities by providing the needed technological and profound expertise of the university through the Extension Services Programs, and its effort to help contribute in the rehabilitation and rebuilding programs to its development partners and identified clients;

WHEREAS, th Barangay 43-A Quarry Dist. Tacloban City e is enjoined to serve as our long-term community partner recipient of all the livelihood competency skills from the college.

WHEREAS, the Barangay 43-A Quarry Dist. Tacloban City in its intention of providing livelihood and job opportunities to its residents to engage in meaningful partnership with EVSU for technical skills assistance and consultancy related to Entrepreneurship, Marketing, Office Administration, Accounting and other related disciplines in business and management;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree and stipulate:

ARTICLE I

POINTS OF AGREEMENT

1. The parties approve the implementation of a relevant and comprehensive capability building program which includes the Entrepreneurial Development Skills and other business-related technology transfer training for the staff and the beneficiaries of the **Barangay 43-A Quarry Dist. Of Tacloban City**, Leyte under the tutelage of the **COLLEGE OF BUSINESS AND ENTREPRENEURSHIP (COBE) EASTERN VISAYAS STATE UNIVERSITY (EVSU)**, Tacloban City.
2. The parties shall consult each other as regard the overall implementation of the comprehensive livelihood capability building program for the barangay officials and beneficiaries of Barangay 43-A Quarry Dist. Tacloban City.
3. The parties shall help each other find appropriate resources and/or materials for the implementation of the Comprehensive Livelihood Capability Building Program.

ARTICLE II

PURPOSE

To establish a partnership arrangement among parties that will strategically allow a shared resource-involvement in capacity building of the identified beneficiaries through the transfer of technical skills in areas relative to an impact based entrepreneurial competency engagement.

ARTICLE III

AREAS OF COOPERATION

A. Barangay 43-A Quarry District shall:

1. Identify project beneficiaries in coordination with the Barangay 43-A Quarry Dist. Tacloban City.
2. Submit list of project beneficiaries to **EASTERN VISAYAS STATE UNIVERSITY (EVSU)** as basis for attendance checklist and performance evaluation test;
3. Provide logistical support for the implementation of the project.
4. Provide food and accommodation for the trainers.
5. Provide/Procure training materials for the training programs;
6. Facilitate implementation of the project;
7. Monitor project beneficiaries and strictly ensure regular attendance throughout the training course.
8. Provide a suitable Training/demonstration room/venue which will accommodate at least twenty (40) participants; Together with the **EASTERN VISAYAS STATE UNIVERSITY (EVSU) COLLEGE OF BUSINESS AND ENTREPRENEURSHIP (COBE)** Faculty.

B. EASTERN VISAYAS STATE UNIVERSITY (EVSU) shall:

1. Provide available skills and technical manpower resources to the whenever the **Barangay 43-A Quarry District** needs the latter's entrepreneurship program and projects such as skills on Entrepreneurship, Marketing, Office Administration, Accounting and other related disciplines in business and management

ARTICLE IV

ROLES OF TRAINEES

1. Trainees shall be the one to attend/participate the training process within the duration of training.
2. Trainees shall accept and perform tasks and other related assignments related to the training.
3. Trainees shall complete tasks, assessments, assignments, etc. that are set by the Trainer/s.

ARTICLE V


UNDER THIS AGREEMENT, THE FOLLOWING TERMS AND CONDITIONS ARE LIKEWISE INCLUDED:

1. It is expressly understood that there will be no employer-employee relationship between the Barangay 43-A Quarry Dist. Tacloban City and **EVSU** personnel extending assistance
2. That the **College of Business and Entrepreneurship (COBE)** of Eastern Visayas State University shall only render their participation to activities of the Barangay 43-A

Quarry District relative only to their mandate and that is to deliver the transfer of skills and competencies associated to socio-economic development of the beneficiaries.

3. **EASTERN VISAYAS STATE UNIVERSITY (EVSU)** shall defend, indemnify and hold the **Barangay 43-A Quarry Dist.** and its management, employees and volunteers harmless from any and all claims, injuries, damages, loss or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of **EVSU** personnel in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the
BRGY 43-A QUARRY DIST. TACLOBAN CITY.

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ARTICLE VI


EFFECTIVITY CLAUSE

The Agreement shall be effective, valid and binding for **(10 years)** from the date of signing by the contracting partners without prejudice to the revision or modification of any or some of the provisions which may hereinafter be agreed upon the contracting parties that such provision or modification are consistent with the original intent and purpose of the Agreement. Nothing may prevent any of the contracting parties from terminating this Agreement for any justifiable reason upon fifteen (15) days of notice.

IN WITNESS WHEREOF, the parties hereto affix their signature this 8th day of March 2022 at the **Activity Area**, Brgy. 43-A Quarry Dist, Tacloban City.


DR. DENNIS C. DE PAZ
President
Eastern Visayas State University

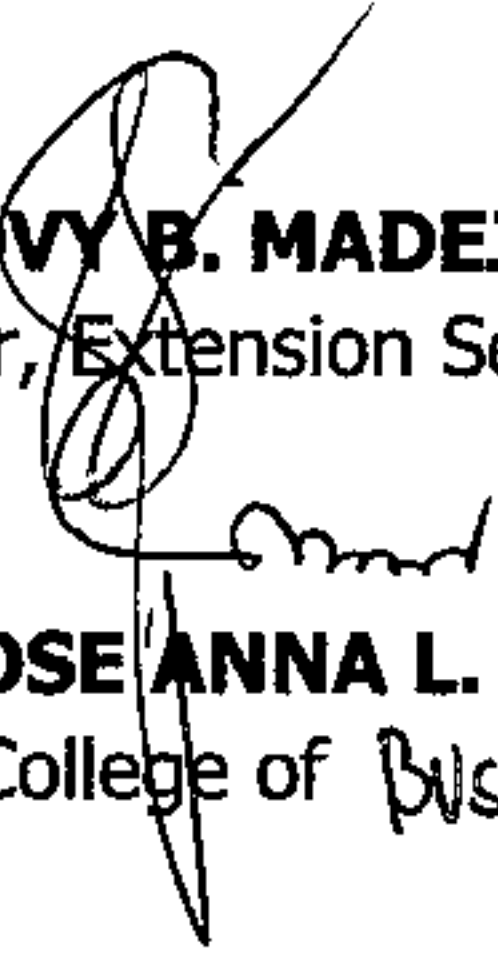
and

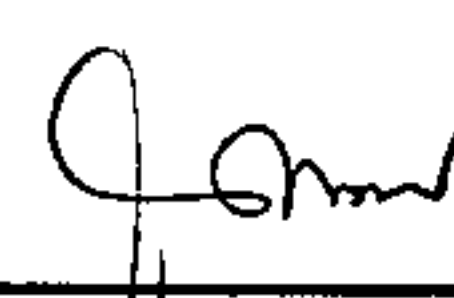
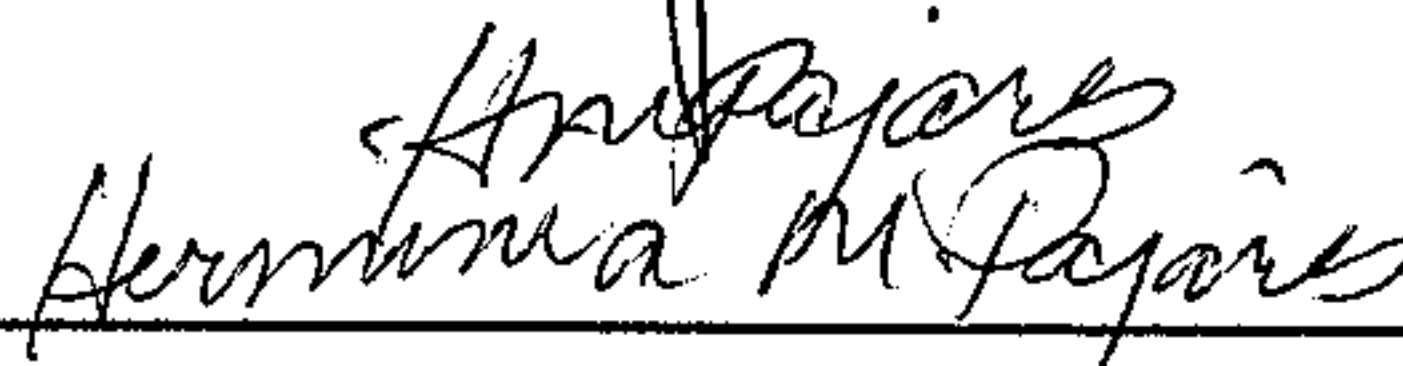

EVELYN B. MAGALONA
Chairperson
Brgy. 43-A Quarry
Dist. Tacloban City


SIGNED IN THE PRESENCE OF:


DR. BENEDICTO M. MILITANTE
Vice-President, Office of Planning, Research
Development and Extension


DR. JOVY B. MADEJA
Director, Extension Services


DR. ROSE ANNA L. REFUERZO
Dean, College of Business and Entrepreneurship



Hermuna M. Pajares


VILMA DAPURAN

ACKNOWLEDGEMENT

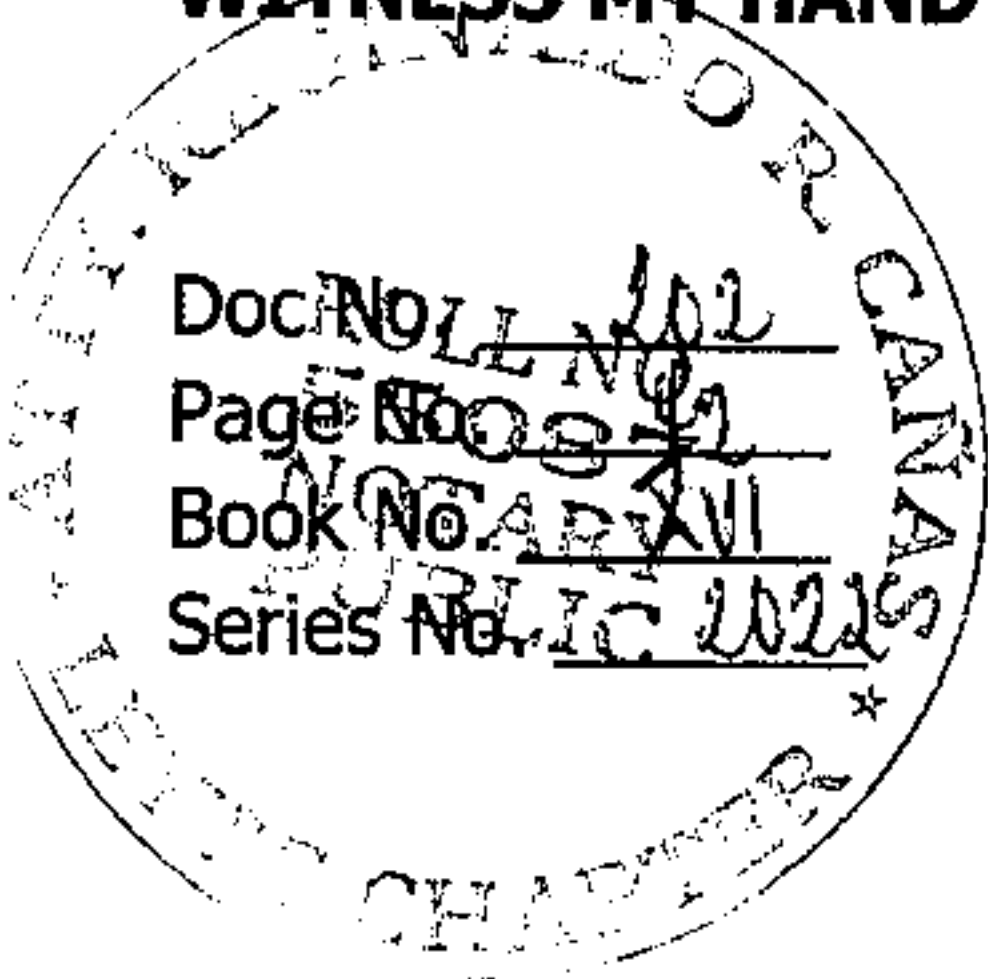
Republic of the Philippines)
Tacloban City) SS

BEFORE ME, a Notary Public for and in Tacloban City, Philippines, this 21 APR 2022 2022, personally appeared

NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DR. DENNIS DE PAZ	EMPLOYEE I.D. D062695DC	06/26/1995, EUSA

Known to me before the same persons who executed the foregoing document, consisting of ___ pages including the page on which this acknowledgement is written and they acknowledged to me that the same is their free act and deed.

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



ATTY. ROGENCIANO A. CAÑAS
NOTARY PUBLIC EXPIRED UNTIL 6-30-2022
PER SCEN-BANC RESOLUTION BM 3795
NC No. 2022-02-53
CITY OF TACLOBAN PROVINCE OF LEYTE
Roll No. 55087 04/30/08
ISF No. 172443 01/06/2022 Tacloban
PTR No. 8209754 01/03/2022 Tacloban
MCLE COMPLIANCE No. VII 0004769 07/16/21 Pasig City
CAÑAS LAW OFFICE
Rm. 107 Josmar Bldg., M.H. Del Pilar St., Tacloban City