

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (MOU) made and entered into by and between:

The **EASTERN VISAYAS STATE UNIVERSITY (EVSU)**, a State University created by and existing under Republic Act 9311 with main campus located at Salazar Street, Tacloban City, duly represented by **Dr. DOMINADOR O. AGUIRRE, JR. University President**, and hereinafter referred to as "**FIRST PARTY**"

-and-

The **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT (DILG) REGION 8**, a national government agency created by and existing under the laws of the Republic of the Philippines with office address at Regional Office 8, Kanhuraw Hill, Tacloban City, duly represented by **Dir. MARIVEL C. SACENDONCILLO, Regional Director**, and hereinafter referred to as the "**SECOND PARTY**"

WITNESSETH: That –

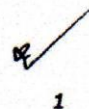
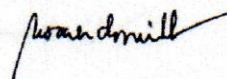
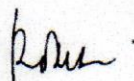
WHEREAS, the FIRST PARTY is highly recognized as one of the leading academic institutions in Region 8;

WHEREAS, the FIRST PARTY, true to its mission of developing a strong technologically and professionally competent human resource, has significantly contributed to regional and national development by producing, over the past several decades, graduates skilled in the field of engineering and technology, among others;

WHEREAS, under Executive Order No. 262, the SECOND PARTY is mandated to assist the President in the exercise of general supervision over local government units (LGUs);

WHEREAS, the SECOND PARTY is the government agency mandated to strengthen the local government capabilities, improve their performance in governance, administration, social and economic development and enable them to effectively and efficiently deliver services to their constituents;

WHEREAS, the SECOND PARTY has identified an urgent need to provide immediate assistance to a number of LGUs in the region which cannot fully implement DILG-locally funded projects as a result of their inability to comply with technical documentary requirements;



WHEREAS, the SECOND PARTY recognizes the essential role the academe could play in addressing this local governance gap through the technical assistance of its pool of engineering professionals and students;

WHEREAS, this MOU is made in recognition of the enormous benefit this partnership could contribute towards improving local government capacities in Region 8, particularly in the implementation and management of local infrastructure projects;

WHEREAS, this MOU is a continuation of the partnership between the DILG and the Academe in view of the CHED –DILG MOU signed on July 1, 2016;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereto agree, as follows:

1. GENERAL PRINCIPLES:

- 1.1 This partnership covers the provision of technical assistance to Region 8 LGUs (cities and municipalities) with DILG locally funded projects;
- 1.2 This MOU defines the roles of both PARTIES in establishing this partnership, with the intent of harnessing the knowledge and expertise of the former and strengthening the capacities of the latter;
- 1.3 The PARTIES shall perform their respective duties, assume their respective responsibilities and cooperate with each other to achieve the over-all objective of institutionalizing meaningful and productive academe-DILG-LGU linkage.

2. DUTIES AND RESPONSIBILITIES

2.1 The FIRST PARTY shall:

- 2.1.1 Identify a team of professional civil engineers who shall attend and participate in orientation briefings on Simplified Feasibility Studies (SFS) and Detailed Engineering Design (DEDs) Preparation for DILG locally-funded projects;
- 2.1.2 Identify and orient 5th year civil engineering students who shall assist the team of civil engineers in the conduct of SFS and DED Preparation Cliniques for LGUs;
- 2.1.3 Provide technical assistance to LGUs, through the pool of civil engineers and students, by coaching, mentoring and providing one-on-one tutorials during the SFS and DEDs Preparation Cliniques;

[Signature]

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2.1.4 Implement and manage the conduct of SFS and DED Preparation Cliniques for identified LGUs, including provision of venue, arrangement of food and accommodation and handling of secretariat and training management activities;

2.2 The SECOND PARTY shall:

2.2.1 Conduct orientation activities to the team of civil engineers on SFS and DED Preparation for DILG-locally funded projects;

2.2.2 Identify and issue invitations to LGU participants and ensure their attendance to the Cliniques;

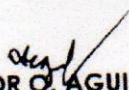
2.2.3 Provide funds to cover all necessary expenses for the conduct of SFS and DED Preparation Cliniques, including grant of honorarium to civil engineers and students who have provided actual technical assistance to LGUs in coming up with final and approved SFS and DEDs;

3. NO LIABILITY CLAUSE. The PARTIES shall not be held liable for any untoward incident that may occur during the course of the partnership; provided that both PARTIES exercised due diligence in seeing to it that the engagements shall be limited to those areas considered within minimum risk;

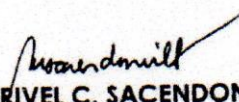
4. EFFECTIVITY. This MOU shall take effect immediately upon the signature of both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the _____ day of _____ 2016, Tacloban City.


For EVSU:

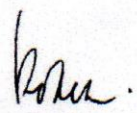

DOMINADOR O. AGUIRRE, JR
President

For DILG RO VIII:


MARIVEL C. SACENDONCILLO
Regional Director

Signed in the presence of:


DANILO B. PULMA
Dean, College of Engineering


ANNABELLE V. DE ASIS
OIC - Provincial Director

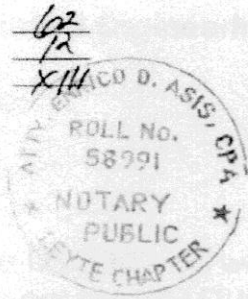
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
-----) s.s.

BEFORE ME, a Notary Public, for and in the City of IACLOBAN CITY this
day of DEC 2016 personally appeared

Name	Government ID	Issued on/Issued at
DOMINADOR O. AGUIRRE, JR.	<u>A102494 DD</u>	<u>1-7-2013/ EVSU IACLOBAN</u>
MARIVEL C. SACENDONCILLO	<u>00573</u>	<u>DILG RO8</u>

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