

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered between and among;

The **EASTERN VISAYAS STATE UNIVERSITY** with principal office address in Ninoy Aquino Avenue, Tacloban City, Leyte, herein represented by its University President, **DR. DOMINADOR O. AGUIRRE, JR.**, hereinafter referred to as the Local Partner Institution or the "**EVSU**";

and

The **KOREA INTERNATIONAL COOPERATION AGENCY (KOICA)**, through its office in the Philippines with its principal office at 29/F Petron Megaplaza, 358 Sen. Gil Puyat Avenue, Makati City represented by its Country Director, **MR. MINHYEON SONG**, hereinafter referred to as the "**KOICA**";

and

The **PHILIPPINE NATIONAL VOLUNTEER SERVICE COORDINATING AGENCY (PNVSCA)**, a government agency attached to the National Economic and Development Authority with principal office address at G/F, Philippine Sugar Center Building, North Avenue, Diliman, Quezon City, herein represented by its Officer-in-Charge, **MS. CORAZON M. MACARAIG**, hereinafter referred to as **PNVSCA**;

WITNESSETH:

WHEREAS, EVSU is mandated to provide quality education and training in graduate education to professionals in the region along the areas of general education, science and technology, vocational – industrial and engineering fields, through instruction, research, extension and production activities in order to provide skilled and professional human resources imbued with positive values that help enhance regional and national development.

WHEREAS, KOICA is under the authority of the Ministry of Foreign Affairs and Trade (MOFAT), implements and administers the grant aid and technical cooperation programs provided by the Government of the Republic of Korea.

WHEREAS, PNVSCA is the government agency mandated to coordinate the national volunteer service program in the Philippines and to act as clearinghouse for international volunteer services.

WHEREAS, PNVSCA implements the Foreign Volunteer Deployment Framework which set the overall direction of the International Volunteer Service Program in the Philippines.

WHEREAS, the parties have agreed to carry out the **Development of Korean Language Program**, with assistance from the KOV Program.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby enter into this Memorandum of Agreement subject to the terms and conditions hereinafter set forth:

1. PURPOSE

This agreement shall promote and support development efforts of **EVSU** to help students and instructors learn Korean Language.

Yang Haan Lee

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

In the implementation of this Agreement, the Parties shall be guided by their respective roles and responsibilities as follows:

A. EVSU shall:

- a. Provide technical and administrative support services to the volunteer including orientation and continuing guidance on project implementation;
- b. Assign a project supervisor and counterpart worker/s to closely work with the volunteer;
- c. Provide administrative support to the volunteer including but not limited to the provision of appropriate work station, access to computing, printing and communication facilities, supplies and material and assistance in providing emergency medical attention, subject to availability of funds and other existing procurement and accounting rules and regulations.
- d. Document the outcome of the project, including any good practices that result from this partnership;
- e. Ensure that during the implementation of the project, EVSU shall take into consideration gender issues and rights-based approaches and other related societal issues and concerns including the UN Convention on the Rights of the Child;
- f. Monitor the volunteer's activities and performance including the preparation and submission of reports to PNVSCA; and
- g. Deal with any claims which may be brought by third party/ies against the volunteer resulting from or in the performance of the duties of the volunteer, in coordination with PNVSCA and KOICA, unless it is established by competent authority or by agreement between the EVSU and the KOICA that such claims arise from gross negligence or willful misconduct of the volunteer.

B. KOICA shall:

- a. Coordinate and deploy a KOICA Overseas Volunteer (KOV) to the EVSU in the Development of Korean Language Program;
- b. Ensure that the KOV shall not engage in or accept/ask any outside job or ad-hoc activity during the period of assignment without approval of EVSU, the KOICA and PNVSCA;
- c. Ensure that the project objectives, activities and output as specified in the attached Request for Volunteer (Form 3) shall be effectively and efficiently undertaken and carried out by the volunteer;
- d. Provide adequate technical support and other forms of assistance to the volunteer, as may be needed;
- e. Ensure that EVSU is consulted and made part of the planning and implementation of the activities initially identified and established under the aforesaid Request for Volunteer.

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5. REPLACEMENT AND EXTENSION OF VOLUNTEER

In case of pre-termination or extension of volunteer assignment, the volunteer may be replaced or extended upon the request of the EVSU to PNVSCA and shall be subject to the agreement and approval of the volunteer, KOICA and PNVSCA. The extension of volunteer assignment must be submitted to PNVSCA at least two (2) months before the end of the volunteer's present assignment. This is pursuant to Section 33, Title X of PNVSCA Office Circular No. IV, Series of 2003. This Agreement shall serve as the basis for the extension of the volunteer.

6. EFFECTIVITY, AMENDMENT, VALIDITY AND TERMINATION

1. This Agreement shall cover a period of two (2) years and shall enter into force effective 16 October 2019;
2. Any amendment to or revision of the text of this Agreement shall be done in writing and shall be done upon the mutual consent of the Parties;
3. This Agreement shall remain in force for the period of volunteer assignment or unless either of the Parties notifies the other Party in writing of its intention to terminate the same earlier than the lapse of the period of volunteer assignment. The notice of termination shall become effective upon agreement of the parties involved;
4. The termination of this Agreement shall not adversely affect any valid or subsisting agreement or undertaking concluded or entered into pursuant to the same with other international volunteer sending organization.

7. DISPUTE RESOLUTION

In the event of any dispute arising out of or related to this MOA, the Parties agreed to settle the same among themselves amicably. All disputes, controversies or claims arising out of or in connection with this Agreement or for breach of any provision hereof which cannot be solved by the parties herein, shall be settled in accordance with P.D. 242 in relation to Section 66, Chapter 14, Book IV of the Administrative Code of 1987 in conjunction with Section 10, Chapter 3, Book VII of the same Code, and the Rules on Alternative Dispute Resolution (ADR) for Disputes between National Government Agencies by the Office of the Solicitor General.

8. SEVERABILITY

If any term or provision of this Agreement should be declared illegal or invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force.

9. WAIVER

No failure, omission, or delay of any of the parties in exercising any of its rights, privileges, or remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and the purpose for which it was given.

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ACKNOWLEDGMENT

Republic of the Philippines)

QUEZON CITY)S.S.

BEFORE ME a Notary Public for and in QUEZON CITY, this 23 DEC 2019 day of 2019 at QUEZON CITY, personally appeared the following:

NAME	Passport/TIN No.	DATE & PLACE OF ISSUANCE
1. DR. DOMINADOR O. AGUIRRE, JR.	<u>P3652912A</u>	<u>11 JULY 2017 TACLOBAN CITY</u>
2. MINHYEON SONG	<u>G85355092</u>	<u>16 JULY 2019 REPUBLIC OF KOREA</u>
3. CORAZON M. MACARAIG	<u>TIN 120-990-811</u>	

Known to me to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free and voluntary act and deed as well as that of the offices they represent.

This instrument, consisting of six (6) pages including this page where the Acknowledgment is written, has been signed by the parties on each and every page thereto, and relates to a Memorandum of Agreement.

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

Doc. No. 112
Page No. 23
Book No. XIII
Series of 2019

[Signature]
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11-2859

Minutes of Meeting

Small-Scale Project in Support of E-Volunteering Activities

19 April 2022

10:30 AM -12:00NN

The meeting was attended by representatives from Korea International Cooperation Agency – World Friends Korea (KOICA-WFK) Program, and its local partner institutions: TESDA CAR Regional Training Center, TESDA Korea Philippines IT Training Center, TESDA Navotas Vocational Training and Assessment (NAVOTAAS) Institute, Bohol Island State University – Calape Campus, Eastern Visayas State University, and TESDA XI Regional Training Center – Korea Philippines Vocational Training Center. The meeting objectives include the following: updating of status of project proposal, review of the project timeline, documents necessary for implementation, discussion of roles and responsibilities of parties involved, monitoring and evaluation of e-volunteering activities and future plans.

Actions(s) Agreed:

Agenda 1: Updating of the status of project proposal

Proposal has been reviewed and found to be feasible for implementation. As a result, the six (6) local partner institutions should prepare the necessary documents and coordinate with the suppliers of the goods as listed in the project proposal in preparation for the procurement.

Upon review and signing of this Minutes of the Meeting by both parties, the procurement process shall commence. Further, upon inspection and confirmation by Eastern Visayas State University of the complete delivery of goods, KOICA shall issue a Deed of Donation to the local partner institution. Subsequently, Eastern Visayas State University shall issue to KOICA a duly notarized Acknowledgment Receipt signed by their institution head.

Agenda 2: Review of the Project Cost, Timeline and necessary documents

Eastern Visayas State University shall prepare and submit procurement plan and the necessary attachments to KOICA prior to disbursement of funds. The project cost will be borne by KOICA and shall be *utmost 3,000.00 USD*.

The procurement of goods shall commence on the date of the signing of this Minutes of the Meeting and is expected to be turned over on or before 31 May 2022. Once the goods are delivered, it will be subject for inspection ensuring completeness and adherence to the required specifications.

Necessary documents will include: inspection report, copies of quotations and purchase contracts; proof of delivery, matrix of supplier's bank account details, request or endorsement letter from the Eastern Visayas State University, photo documentation and other supporting documents.

Agenda 3: Roles and Responsibilities of Parties under the Small-Scale Project support to E-Volunteering Activities

Eastern Visayas State University hereby agrees to undertake the following roles and responsibilities:

- Provide and facilitate support assistance to ensure timely and efficient procurement of goods;
- Utilize the grant aid from **KOICA**, in form of supplies and equipment, to improve the conditions of learning and address or lessen issues encountered during the conduct of e-volunteering classes;
- Spearhead the selection of competent and qualified suppliers and provide regulations. Specifically, **Eastern Visayas State University** shall:
 - Assign a focal person in-charge for the overall process of procurement of supplies/equipment:
 - Require suppliers to submit necessary documents;
 - Provide **KOICA** with details and updates on the procurement process;
 - Report to **KOICA**, without hesitation, in case there are necessary changes in the work scope or budget, but the changes are still subject to review and approval; and
 - Conduct inspection of goods based on standard inspection procedures.
 - Conduct supervision and regular project monitoring during and after the implementation of the project;
- Craft and submit to **KOICA** a sustainability plan laying out the measures on how to properly manage, utilize and maintain each donated equipment. The sustainability plan shall contain the following details:
 - Focal person responsible for managing/ensuring proper use and safekeeping of equipment;
 - Mechanisms to be put in place and measures to be undertaken in case of repairs; and
 - Utilization plan for each equipment during the conduct of e-volunteering activities.

KOICA hereby agrees to undertake the following roles and responsibilities:

- Provide **Eastern Visayas State University**, a single grant aid of no more than Three Thousand US Dollars (\$3,000.00), to improve the conditions of learning and address or lessen issues encountered during the conduct of e-volunteering classes;
- Approve the necessary changes as long as it will not exceed the abovementioned budget. If the changes exceed the budget, it shall be shouldered by the **Eastern Visayas State University** who proposed changes and caused the budget to exceed.
- Pay directly to the suppliers/contractors based on a written request for payment, inspection reports and other supporting documents submitted by **Eastern Visayas State University**.
- Conduct supervision and regular project monitoring during and after the implementation of the project.


The abovementioned agreements were made via online videoconference on the 19th day of April 2022.

Signed

Signed



FAUSTITO A. AURE
Director of the Extension Services and
Internationalization for Higher Education
Eastern Visayas State University



CHOI YOONHEE
Volunteer Program Coordinator
KOICA Philippines Office

Noted

Noted



DENNIS C. DE PAZ
University President
Eastern Visayas State University



KIM EUNSUB
Country Director
KOICA Philippines Office



Embassy of the Republic of Korea
KOREA INTERNATIONAL COOPERATION AGENCY
7th Floor DelRosarioLaw Centre
21st drive cor. 20th drive, Bonifacio Global City, Taguig
Tel.: +63 2 8403-9780 Fax: +63 2 8659-6955


DEED OF DONATION

Be it known that the **Government of the Republic of Korea**, through the **Korea International Cooperation Agency (KOICA)**, hereby donates the following items:

No	Details of Donation	Quantity	Unit	Amount (Php)
1	Fuji Xerox DocuCentre DCS2110	1	unit	65,000.00
2	Samsung LED TV: UA55AU7000	1	unit	31,750.00
3	Laptop Acer A515-56-70BX	1	unit	48,500.00
--Nothing follows--				

unto the **EASTERN VISAYAS STATE UNIVERSITY**.

Issued this 21st June 2022 for any legal purpose it may serve.


KIM EUNSUB
Country Director, KOICA



Name of Partner Institution: Korea International Cooperation Agency (KOICA)

Mode of Agreement: Memorandum of Understanding

Date of Effectivity of Partnership:

Signatories: Dr. Dennis C. De Paz – President, EVSU

Accomplishments:

1. The University became a beneficiary of the KOICA Volunteer Program, wherein a Korean Volunteer was assigned to EVSU to assist us in the Korean Language learning of our COT and CAS Students, an initiative to internationalize the Curriculum of the HRT/HM Program and BAEL program of the University
2. EVSU became a beneficiary of 3 Educational gadgets/equipment to be used in the Korean Language Teaching Program, namely: 50 inches Flat Screen TV, Photocopier Machine and a Lap Top;

Prepared by:

FAUSTITO A. AURE, MRD

Director, Office of Internationalization for Higher Education

Attested by:

DANILO B. PULMA, DM

Vice President for Internationalization and External Affairs



OFFICE OF INTERNATIONALIZATION FOR HIGHER EDUCATION

June 25, 2021

DR. DENNIS C. DE PAZ

President
EVSU-Main Campus
Tacloban City

Dear Sir President:

Greetings of peace and good health.

Last September 9, 2019, former EVSU President, Dr. Dominador O. Aguirre, Jr. signed a Memorandum of Agreement with The Korea International Cooperation Agency (KOICA) and the Philippine National Volunteer Service Coordinating Agency (PNVSCA). This MOA paved the way for the deployment of one Korean Volunteer in Korean Language Teaching in the person of Mr. Han YongHoon Lee. Mr. Lee was supposed to serve EVSU for 2 years, but his stint with us was shortened because of the Pandemic we are in so last March 30, 2021, he was sent back to Korea.

Sir, KOICA, has manifested its support to all its partners in the Philippines with the E-Volunteering Program. This is a modified Teaching and Learning modality which KOICA wish to implement amidst the Pandemic.

In this regard, I would like to seek your kind approval for us to continue our partnership with PNVSCA and also sign another MOU/MOA specifically with KOICA on this new program they are introducing. They will be calling for a series of virtual meetings and also KOICA Staff will be visiting us for physical assessment of our University for donation of educational equipment for the E-Volunteering Program.

Looking forward for your positive response to this engagement.

Thank you and be safe.

Very truly yours,

FAUSTO A. AURE, MRD
Director, Office of Internationalization

Recommending Approval:

DANILO B. PULMA, DM
Vice President for Internationalization
And External Affairs

Approved:

DENNIS C. DE PAZ, PhD
University President

"Building Globally Competitive Professionals"