

## MEMORANDUM OF UNDERSTANDING

### KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Understanding** is made into as of 4th day of June 2021 (the "Effective Date"), by and between:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY - REGIONAL OFFICE NO. VIII**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, represented by its Regional Director, **Engr. ERNESTO M. GRANADA**, with principal office at Government Center, Candahug, Palo, Leyte, hereinafter referred to as "**DOST VIII**";

-and-

The **EASTERN VISAYAS STATE UNIVERSITY**, represented by its University President, **Dr. DENNIS C. DE PAZ**, with the office address at Salazar St., Downtown, Tacloban City, Leyte, hereinafter referred to as "**EVSU**" of Tacloban City, Leyte;

### WITNESSETH THAT:

**WHEREAS**, the **EVSU**, in its quest to become a research university, has expressed its support to provide opportunities to its faculty and students to engage in the iSTART Program, particularly in the study entitled "**A comprehensive analysis of the flooding problem in Palo, Leyte and nearby municipalities**";

**WHEREAS**, the Municipality of Palo in Leyte has been experiencing severe flood occurrences over the years, thus, there is a need to conduct a comprehensive analysis of the flooding situation in Palo and its vicinity to gauge the possible causes of flooding in the areas and to, ultimately, recommend long-term solutions to address the problem;

**WHEREAS**, the **DOST VIII** and **EVSU**, jointly pledge to extend their full cooperation and support to one another for the effective and efficient conduct of the study;

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants, agreement and stipulation hereinafter set forth, the parties hereto agree to enter into this Memorandum of Understanding under the following terms and conditions;

### I. DESCRIPTION

The study entitled "**A comprehensive analysis of the flooding problem in Palo, Leyte and nearby municipalities**" is an initiative under the iSTART Program, which aims to conduct a comprehensive analysis of the flooding situation in the Municipality of Palo in the Province of Leyte.

Specifically, the study focuses on the following:

1. To undertake a desk review of previous flood-related and flood projects in the Municipality of Palo and its vicinity;
2. To assess a flooding problem, its causes, and the flooding situation in the area;
3. To conduct an on-site assessment and data gathering and establish the water balance; and
4. To develop a Low-Impact Development (LID) system model using SWMM software for determining long-term solutions.



## II. AREAS OF COLLABORATION

### 1. Joint Actions of the Parties

1.1. The parties may undertake joint consultations, field studies, technical training, monitoring, seminars, and conferences and carry out such programs as are directly responsive to the flooding study;

### 2. Mutual Support

2.1. The parties may provide mutual and available support including but not limited to administrative and financial as well as other resources to ensure the success and accomplishment of the above undertaking;

## III. DATA PRIVACY AND CONFIDENTIALITY

The Parties shall, in the performance of their obligations under this Agreement, ensure the privacy and security of any and all confidential, privileged personal information and/or sensitive personal information that she/he may have access to, and shall store, use process and dispose the said privileged personal information and/or sensitive personal information in accordance with Republic Act No. 10173 otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations and applicable issuances issued by the National Privacy Commission (NPC). This clause shall survive the termination or expiration of this Agreement. Any violation of this Clause and any of the provisions of the Data Privacy Act and its Implementing Rules and Regulations, by the Parties shall be subject to the corresponding sanctions, penalties or fines under the said law without prejudice to any other civil and/or criminal liability, as may be applicable.

The Parties shall treat with utmost confidentiality and not disclose the contents of this Agreement and any information that may pass through them under this Agreement and deemed as sensitive information, unless ordered by a court of competent jurisdiction.

## IV. DURATION, AMENDMENT, TERMINATION, AND DISPUTE RESOLUTION

That this Memorandum of Understanding shall be in effect immediately until its termination as agreed upon by the contracting parties.

In case of conflict or dispute between the parties arising from this agreement, all Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and to find a mutually acceptable solution to their conflict/dispute.

Should the Parties fail to reach an amicable settlement of their conflict/dispute, the same shall be submitted to arbitration, in accordance with PD 242 in relation to Book IV, Chapter 14 of the Administrative Code of 1987. However, should the dispute between the Parties reach the courts of law, the Parties agree that the competent courts of Tacloban City shall have exclusive venue over the same, to the exclusion of all other courts or tribunals.

That this Memorandum of Understanding is effective immediately until revoked or terminated.

In WITNESS HEREOF, the parties to this Memorandum of Understanding hereunder subscribed and affixed their respective signatures this \_\_\_ day \_\_\_\_ 2021 in \_\_\_\_\_.

**EASTERN VISAYAS STATE UNIVERSITY  
(EVSU)**

By: \_\_\_\_\_

\_\_\_\_\_  
**Dr. DENNIS C. DE PAZ**  
University President, EVSU

**DEPARTMENT OF SCIENCE AND  
TECHNOLOGY – RO VIII**

By: \_\_\_\_\_

\_\_\_\_\_  
**Engr. ERNESTO M. GRANADA**  
Regional Director, DOST 8

WITNESSES:

\_\_\_\_\_  
**Dr. MA. CRISTINA I. CAINTIC**  
Vice President, EVSU-OPRDExS

\_\_\_\_\_  
**Dr. JOHN GLENN D. OCAÑA**  
Provincial S & T Director, DOST Leyte



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )

\_\_\_\_\_ ) SS.

**BEFORE ME**, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	ID / PASSPORT NO.	PLACE/DATE ISSUED
Ernesto M. Granada	T.I.N. 158-720-766	
Dennis C. De Paz	T.I.N. 172-660-446	Tacoloban City

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is of their own free will and voluntary act and deed as well as of the voluntary act of the institution/agency represented.

This instrument consists of four (4) pages, including this page wherein this Acknowledgment is written, duly signed by the parties and their witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this 24 day of Sept. 2021 at Tacoloban City, Philippines.

Doc. No. 109;

Page No. 22;

Book No. X4;

Series of 2021.

ATTY. ROGER A. NOTARY PUBLIC  
NCNO.: 2021-01-06  
UNTIL DECEMBER 31, 2022  
ATTORNEY'S ROLL NO. 48025  
IRP LIFE MEMBER NO. 07688  
PTR NO. 808561E