

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and among the following institutions by virtue of the delegated powers to their representatives by their respective Board of Regents and/or existing laws of the Republic of the Philippines:

The **Commission on Higher Education - Regional Office VIII**, with principal office at Athletic Road, Brgy. 43-B, Quarry District, Tacloban City, Leyte. 6500, herein referred to as **CHEDRO8** represented by its Regional Director, **DR. MAXIMO C. ALJIBE**.

The **Department of Education Regional Office VIII**, with principal office at Candahug, Palo, Leyte hereinafter referred to as **DepEdRO8** represented by its Regional Director, **DR. EVELYN R. FETALVERO**.

The **SOUTHERN LEYTE STATE UNIVERSITY**, a public Higher Education Institution with principal office at Sogod, Southern Leyte, hereinafter referred to as **SLSU** represented by its President, **DR. PROSE IVY G. YEPES**;

The **SAMAR STATE UNIVERSITY**, a public Higher Education Institution with principal office at Catbalogan City, Samar hereinafter referred to as **SSU** represented by its President, **DR. MARILYN D. CARDOSO**;

The **NORTHWEST SAMAR STATE UNIVERSITY**, a public Higher Education Institution with principal office at Calbayog City, Samar hereinafter referred to as **NwSSU** represented by its President, **DR. BENJAMIN L. PECAYO**;

The **BILIRAN PROVINCE STATE UNIVERSITY**, a public Higher Education Institution with principal office at Naval, Biliran hereinafter referred to as **BiPSU** represented by its President, **DR. VICTOR C. CANEZO, JR.**;

The **EASTERN SAMAR STATE UNIVERSITY**, a public Higher Education Institution with principal office at Borongan City, Eastern Samar hereinafter referred to as **ESSU** represented by its President, **Dr. ANDRES C. PAGATPATAN, Jr.**;

The **EASTERN VISAYAS STATE UNIVERSITY**, a public Higher Education Institution with principal office at Tacloban City, Leyte hereinafter referred to as **EVSU** represented by its President, **DR. DENNIS C. DE PAZ**;

The **LEYTE NORMAL UNIVERSITY**, a public Higher Education Institution with principal office at Tacloban City, hereinafter referred to as **LNU** represented by its President, **DR. EVELYN B. AGUIRRE**;

The **PALOMPON INSTITUTE of TECHNOLOGY**, a public Higher Education Institution with principal office at Palompon, Leyte, hereinafter referred to as **PIT** represented by its President, **DR. NORBERTO C. OLAVIDES**;

The **UNIVERSITY OF EASTERN PHILIPPINES**, a public Higher Education Institution with principal office at Catarman, Northern Samar, hereinafter referred to as **UEP** represented by its President, **DR. CHERRY L. ULTRA**;

and

The **VISAYAS STATE UNIVERSITY**, a public Higher Education Institution with principal office at Baybay City, Leyte hereinafter referred to as **VSU** represented by its President, **DR. EDGARDO E. TULIN**.

WITNESSETH: that,

WHEREAS, the **Philippine Association of State Universities and Colleges Region 8 (PASUC 8)**, **Regional Development Council 8 – Social Development Committee**, and the **Board of Regents** of the **Southern Leyte State University** approved a research project entitled **“Spatial characterization and Matching of SHS, HEIs, and Industry in Region VIII.”**

WHEREAS, the main objective of this project is to determine, develop, and implement innovative strategies and policies to strengthen the curricular programs of Senior High Schools in Region VIII.

WHEREAS, this project will conduct characterization, spatial analysis, and matching of Senior High Schools, Higher Education Institutions, and Industries in region VIII.

WHEREAS, the project has four component studies, namely:

1. Spatial Analysis of Senior High Schools (SHS) in Region VIII;
2. Spatial Analysis of Higher Education Institution (HEI) in Region VIII;
3. Spatial Analysis of the Industry needs in Region VIII; and
4. Matching of performance indicators of the SHS and the HEI graduates with the needed industry skill sets.

WHEREAS, Southern Leyte State University is assigned as the lead agency in the implementation of the project.

WHEREAS, the project implementation will be in Region VIII and the data gathering will be assigned to all collaborating SUCs based on the pre-identified areas of assignment.

WHEREAS, each collaborating SUC will gather secondary data and conduct online survey based on the objectives of all the component studies under this project.

Now, THEREFORE, and in consideration of the foregoing, the parties hereto have agreed as follows;

The Commission on Higher Education Regional Office 8 shall:

- a. Ensure the active participation of the identified collaborating SUCs in the region in the performance of their duties and responsibilities.
- b. Direct the private HEIs in the region to provide data and accommodate the focal persons and Research Assistants in the conduct of Key Informant Interview and/or Focused Group Discussion.

The data referred to include college admission and placement competencies in the different areas of specializations, including the profile of the HEIs in terms of Curricular offerings, Faculty Qualification, Equipment and Facilities, Teaching strategies employed, Time given per subject, Material resources, Physical Infrastructure, Budget allocation, student-faculty ratio, classroom size, and Academic Performance.

The Department of Education Regional Office 8 shall:

- a. Direct all divisions in the region to provide data of all the Senior High Schools including but not limited to address, tracks and strands offered, number of annual enrolment, and number of teachers and the educational qualifications.
- b. Direct all divisions in the region to accommodate focal persons from the collaborating SUCs in the conduct of Key Informant Interviews and/or Focused Group Discussions.

SLSU shall:

- a. Identify the areas of assignment of the involved SUCs and identify the specific Senior High Schools, HEIs, and Industry, where the involved SUCs will gather data;
- b. Conduct inception meeting where the project proposal and all the deliverables will be presented comprehensively;
- c. Monitor the conduct of data gathering of all the component studies of all the involved SUCs;
- d. Consolidate, analyze, and interpret data collected from all the component studies of all the involved SUCs;
- e. Prepare, present, and submit terminal report to PASUC 8, RDC, and the Board of Regents; and
- f. Accomplish other deliverables stated in the approved proposal.

The Collaborating SUCs shall:

- a. Assign focal person/s for each of the component studies with corresponding Workload Units based on their respective Workload Unit Guidelines with the following duties and responsibilities;
 - i. Conduct preliminary data analysis.
 - ii. Provide preliminary results analysis and interpretation
- b. Hire three (3) Research Assistants (RA) for six months with monthly salary of P19,593.00 per RA who will;
 - i. Assist the study leaders/focal persons in implementation of the activities of the following studies:

Study 1. Spatial Analysis of Senior High Schools (SHS) in Region VIII
Study 2. Spatial Analysis of Higher Education Institution (HEI) in Region VIII
Study 3. Spatial Analysis of the Industry needs in Region VIII
 - ii. Administer data collection in the area of assignment of the SUC.
 - iii. Maintain constant communication with the Study Leader and/or the Research Assistant of the lead agency

- iv. Consolidate the data gather and submit the same to the focal person and to the study leader of the lead agency.
- v. Perform other tasks as required and directed by the study leader/focal person.

The funds for the salary of the RAs shall be taken from the internal Research Fund of the SUC.

- c. Provide equivalent workload units to the study leader(s) in accordance with the SUC's policy;
- d. Establish partnership and collaboration with the Department of Education Senior High Schools, HEIs, and Industries in their respective areas of assignment;
- e. Conduct secondary data gathering, interviews, and online surveys within their areas of assignment in collaboration with the Senior High Schools, HEIs, and Industries; and
- f. Provide the SLSU regular updates of the data gathered;

Applicable Laws, Rules and Regulations

The laws, rules and regulations of the Republic of the Philippines, such as the Philippine Technology Transfer Act of 2009 and its Implementing Rules and Regulations, the Intellectual Property Code of the Philippines, Data Privacy Act, Freedom of Information, and the Administrative Orders and Circulars of all parties involved, shall govern the interpretation of this Agreement. In the event of litigation, the venue shall be the proper court in the place where all the parties mutually agree.

Arbitration

The parties shall attempt amicably to resolve any and all controversies, disputes or claims arising out of or relating to this Agreement or a breach thereof. Any such controversies, disputes or claims, which have not been resolved within ninety (90) days after written notice from one party to the other party that such controversy, dispute or claim exists, shall be finally settled by arbitration in accordance with the Procedure of Arbitration of the Arbitration Law of the Philippines or Arbitration Law of the United Nations Commission on International Trade law (UNCITRAL) or the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The venue of arbitration shall be the Philippines or any neutral country.

Effectivity or Term

This agreement shall take effect upon signing of all parties and shall be in full force and effect until the objectives are attained unless terminated anytime by mutual consent of all parties, provided that a written notice by any of the parties shall have been served to the other at least 15 days before the date of termination.

Termination or Cancellation

The termination or cancellation of this Agreement shall be agreed upon by all parties involved without the need of judicial action and without any penalty or sanction, at any time before its expiration. Moreover, all parties must be notified in writing at least thirty (30) calendar days in advance to that effect, which notice shall be final and binding on all the parties. Moreover, to protect the interest of the individual SUC should it later determine that it is no longer interested in being bound by the MOA; the SUC should have the option to unilaterally terminate the contract upon notice to the other parties.

Amendments

Amendments to the MOA or to any part thereof shall be agreed by all parties. In addition, all parties must be notified in writing at least thirty (30) calendar days in advance for any proposed amendments.

IN WITNESS THEREOF, we have hereunto set our signatures on this ____ day of _____, 2021 at Southern Leyte State University, Sogod, Southern Leyte.

DR. MAXIMO C. ALJIBE
CHED 8 Regional Director

DR. EVELYN R. FETALVERO
DepEd 8 Regional Director

DR. MARILYN D. CARDOSO
University President
Samar State University

DR. PROSE WY G. YEPES
University President
Southern Leyte State University

DR. BENJAMIN L. PECAYO
University President
Northwest Samar State University

DR. VICTOR C. CANEZO, JR.
University President
Biliran Province State University

DR. ANDRES C. PAGATPATAN, JR.
University President
Eastern Samar State University

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

DR. EVELYN B. AGUIRRE
University President
Leyte Normal University

DR. NORBERTO C. OLAVIDES
University President
Palompon Institute of Technology

DR. CHERRY L. ULTRA
University President
University of Eastern Philippines

DR. EDGARDO E. TULIN
University President
Visayas State University

WITNESSES:

DR. LEO D. CAMPOSANO
Education Supervisor II,
CHED Regional Office 8

DR. RITA R. DIMAKILING
Chief of Policy, Planning & Research Division
DepEd Regional Office 8

DR. FELISA E. GOMBA
VP for Academic Affairs
Samar State University

DR. FRANCIS ANN R. SY
VP for Academics, Research & Innovation
Southern Leyte State University

DR. RIZ RUPER L. ORTIZ

VP for Research, Extension & External Affairs
Northwest Samar State University

DR. ERWIN G. SALVATIERRA

VP for Students & External Affairs
Biliran Province State University

DR. RHODORA C. MENDOZA

VP for Research & Extension Services
Eastern Samar State University

DR. PEARL APHRODITE B. CARNICE

OIC-Director, Office of Research & Dev't
Eastern Visayas State University

DR. LAS JOHANSEN CALUZA

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Leyte Normal University

DR. ANTONIA D. MENDOZA

VP for Research, Extension & External Affairs
Palompon Institute of Technology

DR. KARINA MILAGROS R. CUI-LIM

VP for Research, Development & Extension
University of Eastern Philippines

DR. MA. RACHEL KIM L. AURE

Director, Instruction & Evaluation
Visayas State University

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF SOUTHERN LEYTE) S.S.
MUNICIPALITY OF SOGOD)

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

	CTC#	Date/Place of Issue
1. DR. GEORGE M. COLORADO	_____	_____
2. DR. EVELYN R. FETALVERO	_____	_____
3. DR. PROSE IVY G. YEPES	_____	_____
4. DR. MARILYN D. CARDOSO	_____	_____
5. DR. BENJAMIN L. PECAYO	_____	_____
6. DR. VICTOR C. CANEZO, JR.	_____	_____
7. DR. ANDRES C. PAGATPATAN, Jr.	_____	_____
8. DR. DENNIS C. DE PAZ	_____	_____
9. DR. EVELYN B. AGUIRRE	_____	_____
10. DR. NORBERTO C. OLAVIDES	_____	_____
11. DR. CHERRY L. ULTRA	_____	_____
12. DR. EDGARDO E. TULIN	_____	_____

Known to me to be the same persons who executed the foregoing instrument consisting of four and voluntary act and deed and of the entities they respectively represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and in the place herein above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____