

ORDEx



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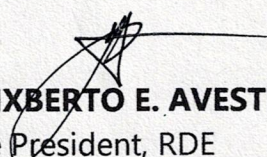
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**2<sup>nd</sup> Endorsement**

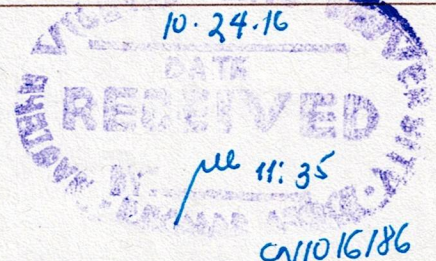
For : DOMINADOR O. AGUIRRE, Jr.  
University President

Re : Indorsement of Director for Extension Services re: MOA between EVSU  
and Brgy. Payapay, San Jose, Tacloban City

Date : October 21, 2016

From :   
**FELIXBERTO E. AVESTRUZ**  
Vice President, RDE

Respectfully forwarding this favorable endorsement of the MOA between EVSU and Brgy. Payapay, San Jose, Tacloban City, for approval.







## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This **MEMORANDUM OF AGREEMENT** made and entered into at Tacloban City, Philippines on October 11, 2016 by and between

The **EASTERN VISAYAS STATE UNIVERSITY** of Tacloban City represented by its President, **DR. DOMINADOR O. AGUIRRE, JR.**, hereinafter as **EVSU**

And

The **BARANGAY 90 PAYAPAY SAN JOSE TACLOBAN**, represented by its **HON. SALVADOR P. SANTIAGO JR.-Barangay Chairman**, hereinafter referred to as **BARANGAY 90**.

### WITNESSETH:

**WHEREAS**, EVSU is a higher learning institution mandated to develop potentialities of Region VIII;

**WHEREAS**, EVSU is mandated with four major functions, the instruction, research, production and extension services;

**WHEREAS**, EVSU is mandated to implement an extension services program to its immediate communities and to its development partners and identified clients;

**WHEREAS**, the **Barangay 90** is enjoined to develop linkage and networking with academic and other institutions to meet its goal of improving its operation for a better service to its constituents;

**WHEREAS**, the **Barangay 90** in its intention of satisfying the production operation to cater the needs of the customers, and optimizing the resources provided by the Government, there is a need to engage a meaningful partnership with EVSU for technical skills assistance and consultancy specifically, but not limited to, on the field of Industrial Engineering;

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

A handwritten signature in black ink, appearing to read "D. Aguirre".

A handwritten signature in black ink, appearing to read "S. Santiago".

A handwritten signature in black ink, appearing to read "Salvador P. Santiago Jr.".

A handwritten signature in black ink, appearing to be a checkmark or a stylized "S".



### **A. RESPONSIBILITIES OF EVSU**

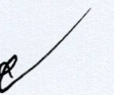
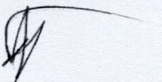
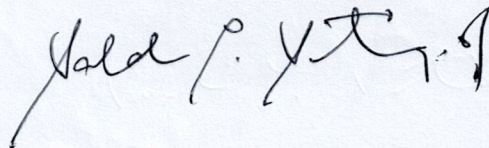
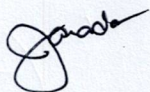
1. The EVSU shall provide available skills and technical manpower resources to the IE Department whenever required by the latter's good governance and projects;
2. Inform Barangay 90 of any supplies or materials required by its personnel in the conduct of skills and technical assistance.
3. The EVSU shall inform the Barangay 90 of possible and potential program of the University related to operations improvement, and good governance;

### **B. RESPONSIBILITIES OF THE BARANGAY 90**

1. Inform and coordinate with EVSU the conduct of operations improvement , good governance, and projects that will require necessary technical assistance from EVSU;
2. The Barangay 90 shall ensure the availability of supplies and/ or materials to be used by that the EVSU personnel when extending skills and technical assistance to IE activities.
3. The Barangay 90 shall ensure the security of the skills and technical manpower resources sent by EVSU to any of the program and projects implemented by the IE Department.

### **C. 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 90 and EVSU personnel extending assistance. No compensation shall be paid to the latter from the IE students.
2. EVSU shall defend, indemnify and hold the Barangay 90 its officers, officials, 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 IE Department.

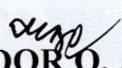


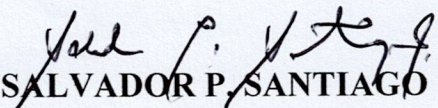


#### D. EFFECTIVITY

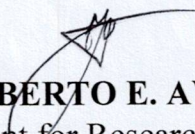
The Agreement shall be effective, valid and binding for **three (3) years** from the date of signing by the contracting partners without prejudice to the revision or modification of any or some of the provisions which may hereinafter be agreed upon the contracting parties that such provision or modification 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.

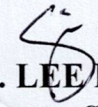
By the Authority of the Board of Regents:

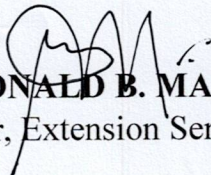
  
**DR. DOMINADOR O. AGUIRRE, JR.**  
President  
Eastern Visayas State University

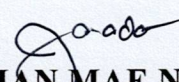
  
**HON. SALVADOR P. SANTIAGO JR.**  
Barangay 90, Chairman  
San Jose, Tacloban City

#### SIGNED IN THE PRESENCE OF:

  
**DR. FELIXBERTO E. AVESTRUZ**  
Vice-President for Research and Development  
and Extension

  
**MA. LEE M. BITO**  
Barangay Secretary

  
**DR. RONALD B. MADERA**  
Director, Extension Services

  
**JEHAN MAE N. ARMADA**  
Barangay Treasurer



ACKNOWLEDGEMENT

Republic of the Philippines)  
Tacloban City) SS

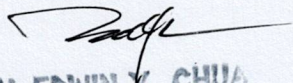
BEFORE ME, a Notary Public for and in Tacloban City, Philippines, this October Day of 11, 2016, personally appeared

| NAME                          | EVIDENCE OF IDENTITY  | DATE ISSUED PLACE OF ISSUANCE              |
|-------------------------------|-----------------------|--------------------------------------------|
| DR. DOMINADOR O. AGUIRRE, JR. | EVSU ID.<br>A10249400 | OCTOBER 24, 1994<br>EVSU, TACLOBAN CITY    |
| HON. SALVADOR P. SANTIAGO JR. | LGU ID<br>ID NO: 0258 | DECEMBER 2013<br>SAN JOSE<br>TACLOBAN CITY |

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.

Doc No. 481  
Page No. 27  
Book No. 174  
Series No. 2014

  
ATTY. EDWIN Y. CHUA  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2018  
PTR NO. 7338281

