

Republic of the Philippines EASTERN VISAYAS STATE UNIVERSITY - ORMOC CITY CAMPUS Ormoc City

TRANSMITTAL

May 16, 2017

DR. DOMINADOR O. AGUIRRE JR. President EVSU-Main Campus Tacloban City

ATTENTION: RONALD B. MADERA, Ph.D.

Director, Extension Services

Sir:

Respectfully submitted to your good office the Memorandum of Agreement for your perusal and approval between EVSU-Ormoc Campus and Brgy. Sto. Niño of Ormoc City for their partnership or extension services.

Thank you and looking forward for your favourable consideration.

Very truly yours,

ENGR. RUDERICO M. ENDRIANO EVSU-OCC Head, Extension Services

Noted:

ROLANDO V. MUSCA, Ph.D. EVSU-OCC Campus Director

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This MEMORANDUM	OF	AGREEMENT	made	and	entered	into	at	Tacloban
Philippines on		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 of Sto. Niño, represented by its Barangay Chairman, HON. TEOFILO YMAS, hereinafter to as LGU.

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 LGU is enjoined to develop linkage and networking with academic and other institutions to meet its goal of income generation for its constituents;

WHEREAS, the LGU in its intention of providing livelihood and job opportunities to various sectors of the City engage in meaningful partnership with EVSU for technical skills assistance and consultancy;

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

A. RESPONSIBILITIES OF EVSU

 The EVSU shall provide available skills and technical manpower resources to the LGU whenever required by the latter's livelihood and entrepreneurship program and projects;

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- 2. Inform LGU of any supplies or materials required by tis personnel in the conduct of skills and technical assistance.
- 3. The EVSU shall inform the LGU of possible and potential program of the University related to livelihood and entrepreneurship;

B. RESPONSIBILITIES OF BRGY. STO. NIÑO, ORMOC CITY

- 1. Inform and coordinate with EVSU the conduct of livelihood and entrepreneurship programs and projects that will require necessary technical assistance from EVSU;
- 2. The LGU shall ensure the availability of supplies and/ or materials to be used by that the EVSU personnel when extending skills and technical assistance to LGU activities.
- 3. The LGU shall ensure the security of the skills and technical manpower resources sent by EVSU to any of the program and projects implemented by the LGU.

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 LGU and EVSU personnel extending assistance. No compensation shall be paid to the latter from the LGU.
- 2. EVSU shall defend, indemnify and hold the LGU 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 LGU.

D. EFFECTIVITY

The Agreement shall be effective, valid and binding for two (2) 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.

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By the Authority of the Board of Regents:

DR. DOMINADOR O. AGUIRRE, JR.

President Eastern Visayas State University

And

YEOFILO YMAS

Barangay Chairman Brgy. Sto. Niño, Ormoc City

SIGNED IN THE PRESENCE OF:

Vice-President for Research and

Extension

DR. RONALD B. MADERA

OIC Director, Extension Services

ACKNOWLEDGEMENT

Republic of the Philippines) Tacloban City) SS		
BEFORE ME, a Notary Public for and in 7 of 2017, personally appeared	Γacloban City, Phili	ppines, thisDay
NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DR. DOMINADOR O. AGUIRRE, JR.		
HON. TEOFILO YMAS		
Known to me before the same persons who of pages including the page on which acknowledged to me that the same is their fit witness My HAND AND SEAL, at the	h this acknowledge ree act and deed.	ement is written and they
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