



**Memorandum of Agreement between the
City Government of Tacloban and
Eastern Visayas State University in
Providing Research, Development and Extension Services**



KNOW ALL MEN BY THESE PRESENT:

This MEMORANDUM OF AGREEMENT made and entered into at Tacloban City, Philippines on March 2, 2017 by and between

The **CITY GOVERNMENT OF TACLOBAN**, a local government until existing under Philippine Law with office address at Kanhuraw Hill, Magsaysay Blvd, Tacloban City, represented by the Mayor **HON. CRISTINA G. ROMUALDEZ**, hereinafter as LGU.

And

EASTERN VISAYAS STATE UNIVERSITY of Tacloban City, herein represented by the University President, **DR. DOMINADOR O. AGUIRRE, JR.**, likewise referred to in this agreement as the EVSU.

WITNESSETH:

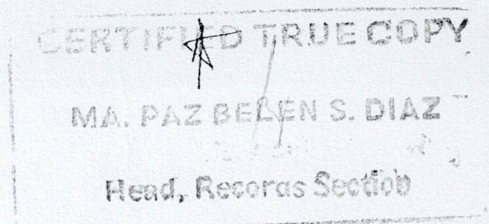
WHEREAS, EVSU a state owned higher learning institution with the academic mandate in Research, Instruction, Production, and Extension, primarily to help develop the varied resources and potentialities Region VIII;

WHEREAS, EVSU as part of its official mandate is to develop, create, partner with, coordinate assist and to implement extension programs/projects to identified communities and to its development partners and identified clients;

WHEREAS, EVSU with their academic community of researchers, extensionists and consultant members of the faculty who are willing, dedicated, able and competent in the conduct of both research, consultancy and extension services;

WHEREAS, Sec. 16 of R.A. 7160 otherwise known as the "Local Government Code of 1991", Local Government Units shall exercise the powers expressly granted, those necessarily implied there from, as well as powers necessary, appropriate or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;

[Handwritten signatures]



WHEREAS, the City Government needs research, development, consultancy and extension services from a second party to pursue the accomplishment of its most relevant projects and programs.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants, agreements and stipulations hereinafter set forth, the parties hereby agree on the following stipulations:

ARTICLE I SCOPE AND PURPOSE

- 1.1 The Purpose of this MOA is to provide a framework of cooperation within which EVSU and the City Government of Tacloban shall work and collaborate on projects and programs of the City Government. This MOA shall generally govern the research and development, consultancy and extension services to be rendered by EVSU to the City Government in pursuance of the latter's projects and programs.

ARTICLE II RESPONSIBILITIES OF EVSU

- 2.1 The **EVSU** shall extend research, development, consultancy and extension services in pursuance of the City Government's projects and programs;
- 2.2 Specifically, **EVSU** shall provide specialized technical assistance and manpower resources to the City Government whenever required for any project, or program of the latter;
- 2.3 The **EVSU** shall perform acts necessary and incidental to providing research and development, consultancy and extension services to the City Government.

ARTICLE III RESPONSIBILITIES OF THE CITY GOVERNMENT

- 3.1 The **City Government** shall coordinate with EVSU all programs and projects that will require necessary technical assistance in furtherance of research, development, consultancy and extension services to be provided.
- 3.2 The **City Government** shall ensure the availability of supplies and/or materials to be used by EVSU personnel in furtherance of research, development, consultancy and extension services to be provided.

CERTIFIED TRUE COPY
MA. PAZ BELEN S. DIAZ
Head, Records Section

- 3.3 The **City Government** shall ensure the security of the technical personnel provided by EVSU in furtherance research, development, consultancy and extension services to be provided.
- 3.4 The **City Government** shall grant EVSU the exclusive right to publish in books and journals and in such forms of medium or media the generated data, including but not limited to the research processes and output derived from the research and development and the extension services to be provided.
- 3.5 The **City Government** shall perform other acts necessary, pertinent and incidental to the conduct of research and development, consultancy and extension services to be provided.

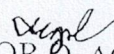
ARTICLE IV DURATION, TERMINATION AND AMENDMENT

- 4.1 This MOA shall be effective, valid and binding for one year from the date of the last signature.
- 4.2 The parties may extend or renew this MOA by agreement, confirmed in a written amendment signed by each party's authorized signatory.
- 4.3 No amendment of the terms of the MOA will be effective unless made in writing and signed by each party's authorized signatory.

ARTICLE V EFFECTIVITY

This agreement shall take effect after the same is duly signed and notarized and shall remain in effect unless terminated or extended by mutual agreement, in writing, by both parties.

IN WITNESS WHEREOF, the parties have signed these presents on ____ day of February 2017, Tacloban City, Philippines.


DR. DOMINADOR O. AGUIRRE, JR.

President

Eastern Visayas State University


MAYOR CRISTINA G. ROMUALDEZ

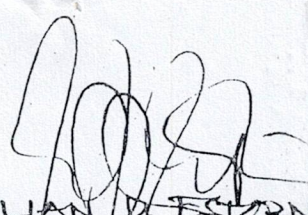
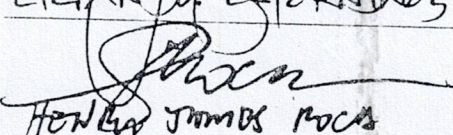
City Mayor 

Tacloban City

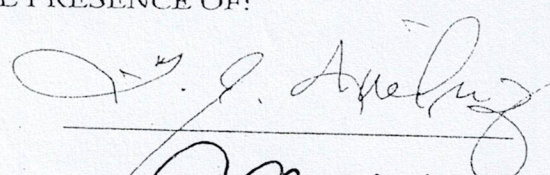
CERTIFIED TRUE COPY

MA. PAZ D. LLEN S. DIAZ

Head, Records Section


LILIAN D. ESTORNINOS

HENRY JAMES POCA

SIGNED IN THE PRESENCE OF:


ATTY. MARIE PONETTE SALVE E. BARREDA

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

TACLOBAN CITY

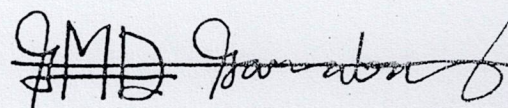
BEFORE ME, this 2nd day of March 2017 in the City of Tacloban, Philippines
personally appeared the following:

NAME	Identification	DATE AND PLACE ISSUED
CRISTINA G. ROMUALDEZ	NOI NO. G524ECXAYU - R8122742	September 1, 2016 Tacloban City
DR. DOMINADOR O. AGUIRRE, JR.	EY6U10 No. A102494 DO	January 1, 2013 Tacloban City

Know to me to be the same persons who executed the foregoing instrument, and they
acknowledged to me the same is their free act and deed

This instrument consisting of 4 pages, including the page on which this acknowledgement is
written, has been signed in the left margin of each and every page thereof by the herein parties
and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereto set my hand on the day, year and place above the
written.



Doc No. 448
Page No. 91
Book No. II

MA. LORIAN MARIE DELACIA GALINDEZ
Notary Public
Exp. 31 December 2017
NOTARY PUBLIC
P.O. Box 1000, Tacloban City
P.O. Box 1000, Tacloban City
P.O. Box 1000, Tacloban City

CERTIFIED TRUE COPY

MA. PAZ BELEN S. DIAZ

Head, Records Section