



**AMMENDMENT TO THE MEMORANDUM OF UNDERSTANDING**  
**between**  
**EASTERN VISAYAS STATE UNIVERSITY**  
**Tacloban City**  
**and**  
**SAVE THE CHILDREN PHILIPPINES**

**KNOW ALL MEN BY THESE PRESENTS:**

This Amendment to the Memorandum of Understanding is entered into by and between:

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

And

**SAVE THE CHILDREN PHILIPPINES**, a non-stock, non-profit organization, duly registered with the Securities and Exchange Commission with principal office at Midland Building, 1040 EDSA Magallanes Village, Makati City, Metro Manila, herein represented by its Country Director, **EDWARD WEBSTER OLNEY, JR.** and hereinafter referred to as "**Save the Children**".

WITNESSETH:

WHEREAS, the EVSU is a higher learning institution mandated to develop the potentialities of Region VIII.

WHEREAS, the EVSU has EVSU Tacloban as main campus, and five external campuses namely: Burauen, Carigara, Ormoc, Tanauan and Dulag Campuses.

WHEREAS, the EVSU implement an extension services program across colleges and in all its external campuses.

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

WHEREAS, EVSU and Save the Children entered into a Memorandum of Understanding on February 13, 2015;

WHEREAS, EVSU and Save the Children agree that there is a need to amend the existing Memorandum of Understanding to redefine the roles and responsibilities of both parties;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree and stipulate, in this Amendment to the Memorandum of Understanding, the following terms and conditions:

*[Handwritten signature]*  
*[Handwritten initials]*  
1.

**ARTICLE I  
POINTS OF AGREEMENT**

1. The parties approve the implementation of the Integration of Disaster Risk Reduction Management and Education in Emergencies in all programs across colleges and external campuses of EVSU, that will lead to the curriculum development on DRRM.
2. The parties shall consult each other as regard to the total implementation of the integration, and in the conduct of DRR related researches, production, and extension services.
3. The parties shall help each other source out resources and/or materials for implementation of the integration of the DRRM and EIE, and in the conduct of DRR related researches, production, and extension services.

**ARTICLE II  
RESPONSIBILITIES OF EVSU**

1. The EVSU shall inform its development partners of its intention to implement Integration of Disaster Risk Reduction Management and Education in Emergencies in all programs across colleges, and external campuses of EVSU, that will lead to the curriculum development on DRRM in EVSU.
2. The EVSU shall provide competent teacher implementer, trainer in the implementation of the DRRM and EIE in all programs, and in the conduct of DRR related extension activities.
3. The EVSU shall provide a room where Save the Children and EVSU personnel can manage DRRM operations, activities, including the sorting of equipment and materials related thereto.
4. The EVSU shall be a member and provide a qualified representative and an alternative representative to the Technical Working Group of the Alert and Ready Communities Project of Save the Children.
5. The EVSU shall further inform in writing the other party regarding the progress of the program.
6. The EVSU shall identify a team that will evaluate and assess the program implementation.

**ARTICLE III  
RESPONSIBILITIES OF THE SAVE THE CHILDREN**

1. Save the Children shall assist/facilitate in training of teacher implementers and trainers for extension activities.
  2. Save the Children shall provide materials and all resources needed for the effective program implementation.
  3. Save the Children shall provide technical assistance in monitoring and supervision and possible replication of the program in other Colleges and Universities in the region.
- ✓  
✓  
✓  
✓

**ARTICLE IV  
WARRANTIES**

1. The Parties warrant that they are authorized to sign and execute this Amendment by their respective governing boards, charters and/or officials, and that the signatories hereto are likewise authorized to sign the same on behalf of their principals.
2. The Parties further warrant that they have the manpower, skills and capacities to undertake their respective obligations under this Agreement.

**ARTICLE V  
EFFECTIVITY, DURATION AND AMENDMENTS**

The Memorandum of Understanding shall be effective, valid and binding from the date of the signing of this Amendment by the contracting parties without prejudice to the revision or modification of any or some of the provisions which may hereinafter be agreed upon by the parties until December 31, 2018, provided 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 intent.

**ARTICLE VI  
ARBITRATION AND GENERAL PROVISIONS**

In case of any unforeseen adverse event that may arise in relation to the delivery of the specified functions of Save the Children staff, EVSU shall immediately be notified for appropriate response from the management.

Any and all disputes arising out of or in connection with this Memorandum of Understanding shall be submitted for arbitration and the parties hereto agree as binding the decisions of the Arbitrators. Arbitration shall be in accordance with the pertinent laws of the Republic of the Philippines. No legal action may be instituted in any court, quasi-judicial body or administrative body unless arbitration has been availed of or waived by both parties.

Neither party nor anyone employed by the other party to carry out the work under this Agreement is to be considered as an agent of or member of the staff of the other agency, except as otherwise provided. They shall not be entitled to any privileges, immunities, compensation or reimbursements, nor are they authorized to commit either Party to any expenditure or other obligations.

Each Party shall indemnify the other and absolve it of any responsibility for any prejudice, loss or damage sustained as a result of the non-observance of the above-mentioned obligations and for any court action, claim or charge of any kind which may result from a wrongful act or omission perpetrated by either or by any of its employees in the execution of the contract. Either party shall also bear, or reimburse the other for any legal costs and/or other legitimate expenses incurred in connection with any legal action in which either party may come to be implicated as the result of an offense committed by the other Party.

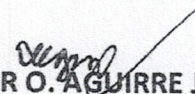
In case of conflict between the provisions of this Amendment and the Memorandum of Understanding dated February 13, 2015, this Amendment shall prevail.

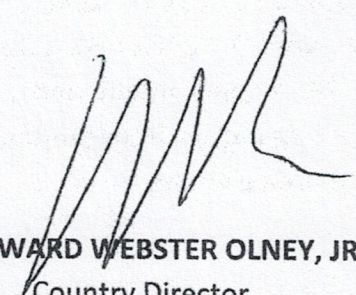
ARTICLE VII  
CHILD SAFEGUARDING AND FRAUD

EVSU, all its campuses, and representatives agrees that for the duration of this Agreement, they shall abide by the terms and conditions stipulated in the Save the Children "Child Safeguarding Policy" and the "Fraud Bribery and Corruption Policy" (Annex A and B). The certification is a material representation of fact which Save the Children shall rely on. Should it be determined that a party has violated any terms or stipulations therein, Save the Children may unilaterally terminate the agreement for cause prior to the end of its term, in addition to any other available remedies.

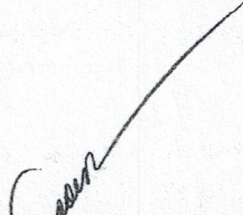
IN WITNESS WHEREOF, the PARTIES have hereunto set their hands on this JAN 25 2017 day of \_\_\_\_\_ 2016 in the Makati City

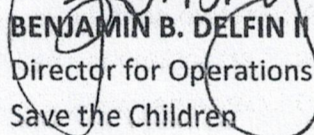
By Authority of the Board of Regents:

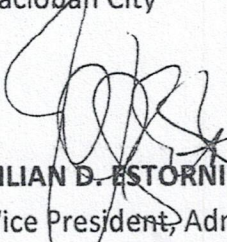
  
**DR. DOMINADOR O. AGUIRRE JR.**  
President  
Eastern Visayas State University  
Tacloban City

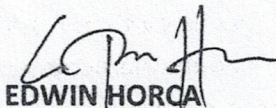
  
**EDWARD WEBSTER OLNEY, JR.**  
Country Director  
Save the Children  
Makati City

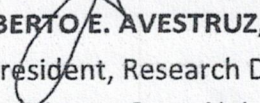
SIGNED IN THE PRESENCE OF:

  
**DENNIS C. DE PAZ, Ph.D.**  
Vice President, Academic Affairs  
Eastern Visayas State University  
Tacloban City

  
**BENJAMIN B. DELFIN II**  
Director for Operations  
Save the Children  
Makati City

  
**LILIAN D. ESTORNINOS, Ph.D.**  
Vice President, Administration and External Affairs  
Eastern Visayas State University  
Tacloban City

  
**EDWIN HORCA**  
Director for Programs  
Save the Children  
Makati City

  
**FELIXBERTO E. AVESTRUZ, D.M.**  
Vice President, Research Development and Extension Service  
Eastern Visayas State University  
Tacloban City



Save the Children



Republic of the Philippines )

Makati City ) S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for Makati City, Philippines, on this JAN 25 day of 2017, personally appeared:

<u>Name</u>	<u>Competent Proof of Identity</u>	<u>Date &amp; Place Issued</u>
<b>Edward Olney, Jr.</b> , in his capacity as Country Director of <b>Save the Children Philippines, Inc.</b>		
<b>Dr. Dominador O. Aguirre, Jr.</b> , in his capacity as President of the <b>Eastern Visayas State University</b>		

known to me and to me known to be the same persons who executed the foregoing instrument, which is the Memorandum of Understanding, consisting of five (5) pages, including the page where this Acknowledgment appears, and they acknowledged to me that they read and understood the same, and that the same is their free and voluntary act and deed and the voluntary act and deed.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal on the date and at the place first above-written.

Notary Public

Doc. No. 195 :  
Page No. 90 :  
Book No. 511 :  
Series of 2015

*RTR*  
**RUBEN T.M. RAMIREZ**  
 NOTARY PUBLIC  
 UNTIL DEC. 31, 2017  
 2734 M. AURORA ST., MAKATI CITY  
 IBP NO. 1052369 / CY - 2017 APPT. NO. M-23  
 ROLL NO. 28947 / MCLE-4 NO. 006324, 06-19-10  
 PTR NO. MKT. 5909552 / 01-03-17

*[Handwritten signatures]*