

MEMORANDUM OF AGREEMENT (MOA)

By and Between

**Eastern Visayas State University – Tanauan Campus
EXTENSION SERVICES DEPARTMENT**

And

Foundation for These-Abled Persons Inc.

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** made by and entered into Tanauan, Leyte Philippines on JULY, 2019 by and between.

The **EASTERN VISAYAS STATE UNIVERSITY-TANAUAN CAMPUS** represented by **DR. DOMINADOR O. AGUIRRE JR.**, University President, herein after referred to as the **FIRST PARTY**.

The **FOUNDATION FOR THE THESE-ABLED PERSONS INC.** a non – profit registered in 2009 with principal office at Unit 701, Merchant Square Condominium, 1386 E. Rodriguez Sr. Ave., New Manila, Quezon City, Philippines, duly represented by **LOLITA M. GELLE**, Executive Director, herein after referred to as the **SECOND PARTY**.

WITNESSETH

WHEREAS, the EVSU-TC is a higher learning institution mandated to develop the potentialities of Region VIII; herein after referred to as the **FIRST PARTY**.

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

WHEREAS, the EVSU-TC-ES implements extension services programs across departments and this particularly, the Education, Engineering, BEM, Technology, Non-Teaching Personnel & NSTP/CWTS.

WHEREAS, the Foundation for TheseAbled Persons Inc in partnership with ASB have conducted series of trainings from the advocacy on Inclusion to Livelihood trainings for the persons with disabilities in nine (9) municipalities in the Province of Leyte; herein after referred to as the **SECOND PARTY**.

Whereas, the Foundation for TheseAbled Persons Inc in partnership with ASB where able to assist 6 municipalities to create/form cooperatives of Persons with Disabilities as a part of recovery period after the typhoon Yolanda

WHEREAS, the Foundation for TheseAbled Persons Inc in partnership with ASB monitors the financial recording and evaluate the performance of the different cooperatives of the persons with disabilities.

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

ARTICLE I

POINTS OF AGREEMENT

- 1.1 That the parties approve the implementation of Extension Services Programs, Projects and activities of the EVSU- TC Department of Education, Engineering , BEM, Technology, Non-Teaching Personnel &b NSTP/ CWTS;

[Handwritten signature]

- 1.2 That the parties shall consult each other as regards to the agreed plans, budgets and implementation of any project/activity to be conducted by the Extension Services.
- 1.3 That the parties agree to cooperate with each other in the implementation of programs and projects to the **TARGET COOPERATIVES/ BENEFICIARIES**.
- 1.4 That the EVSU Tanauan campus will not provide any monetary cash/ donation/gift to the beneficiaries but rather assistance extended will be in the form of seminars, skills trainings and technology transfers, student related learning experience or the on -the-job training

ARTICLE II

ROLES AND RESPONSIBILITIES OF EVSU- TANAUAN CAMPUS EXTENSION SERVICES OFFICE

- 2.1 The EVSU- TC -ES shall inform its partner institution/ Foundation for These – Abled Inc. of its intention to implement Extension Services Programs in the area and shall closely coordinate with the latter of all arrangement to be made;
- 2.2 The EVSU-TC-ES shall provide the available skills and technical manpower resources that will be involved in its fieldwork activities based on the needs of the residents of the cooperative..
- 2.3 The EVSU-TC-ES shall spearhead the implementation of socio- economic development projects and activities agreed upon by both parties focusing on the following areas:

- a. Bookkeeping
- b. Accounting
- c. Auditing
- d. Business/ Entrepreneurship
- e. Computer Literacy
- f. Computer Repair/troubleshooting
- g. Sales/Marketing Strategy
- h. Welding works
- i. Electronics
- j. Plumbing
- k. Food Processing
- l. Dress making
- m. Cosmetology

ARTICLE III

RESPONSIBILITIES OF THE TARGET COOPERATIVE- BENEFICIARY

- 3.1 That the Foundation for These- Abled Inc. shall determine the person in the cooperatives who shall be the beneficiaries of the projects and activities of the Extension Services and make certain their full participation thereof,
- 3.2 That they shall assist/facilitate in the implementation/ monitoring of the Extension Services Projects and activities provided by the EVSU -TC
- 3.3 That they shall ensure the safety of EVSU-TC Personnel/Faculty in the area during conduct of any project or activity;
- 3.4 That they shall be involved by providing counterpart when needed in the form of venue, supplies and materials;

[Handwritten signature]

3.5 That they shall issue certification of accomplishment after completion of certain activities as well as certificate of appearance to each personnel in every visit/activity made by the EVSU-TC staff and personnel;

3.6 That they shall allow the use of the necessary tools and equipment available in its territorial jurisdiction in connection with the implementation of the agreed projects and activities,

3.7 That they shall allow they beneficiaries to be interviewed and profiled for the sole purpose of the Extension Services projects and activities at any given day, time and venue.

ARTICLE IV

TERMS AND CONDITIONS

4.1 In the event the Foundation of These- Abled Inc. and its beneficiaries could not undertake certain activities due to lack of materials, supplies and or pertinent equipment support, and other reasons, the EVSU-TC and or its other partner Institution /Offices shall provide the needed the materials but notification should be made at least 7 days prior to the project/ activity implementation.

4.2 Any complaint regarding any project or activity shall be properly lodged to the Foundation of These-Abled Inc. who shall then inform the Foundation of These-Abled Inc. and the EVSU-TC Extension Services Office who will then review and investigate the matter and an official response or explanation will be issued to the concerned individual 7 days after the filed complaint.

4.3 In the event that the beneficiary cooperatives will not show willingness to cooperate in the agreed upon projects and activities and fails to perform its roles and responsibilities stipulated herein, they EVSU-TC-ES shall demand an explanation of the former and the explanation should be issued within 14 days, if they fail to do so EVSU-TC has a right to discontinue all its project and activities in the cooperative and choose other cooperative to be its beneficiary instead.

4.4 By mutual consent, this Agreement or any part thereof may be revised, amended or supplemented for effective implementation and management.

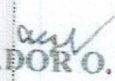
EFFECTIVITY

The agreement shall be effective, valid and binding for 3 years from the date of the signing by the contracting partners without prejudice to the revisions of modification of any or some of the provision which may herein after be agreed upon by the contracting parties that such provision or modification are consistent with the original intent and purpose of this agreement. Nothing may prevent any of the contracting parties from terminating this agreement for any justifiable reason upon 15 days of intent.

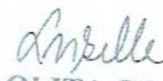
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IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of July 2019 at _____, Leyte Philippines.

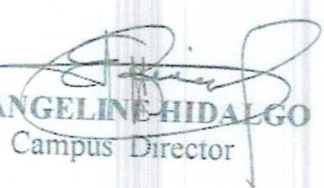
By the authority of the Board of Regents:


DR. DOMINADOR O. AGUIRRE JR.
University President

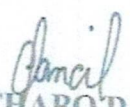
ID _____
ID No. _____
Issued on _____
Issued at _____


MS. LOLITA GELLE
FTI Executive Director

ID _____
ID No. _____
Issued on _____
Issued at _____

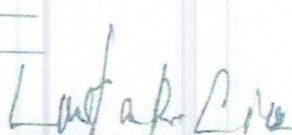

EVANGELINE HIDALGO
Campus Director

WITNESSES:


MS. CHARO DANCIL
Cooperative Coordinator

ID _____
ID No. _____
Issued on _____
Issued at _____

ID _____
ID No. _____
Issued on _____
Issued at _____


LORETA CINCO, MAED
Head, Extension Services

ID _____
ID No. _____
Issued on _____
Issued at _____

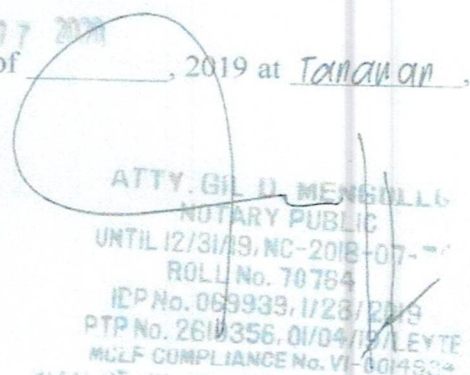
ACKNOWLEDGEMENT

Republic of the Philippines)
Tanauan, Leyte) S.S

BEFORE ME, a notary Public personally appeared the above- named parties personally known to me or proved to make on the basis of a competent evidence and identity to be the same persons who executed the foregoing instrument and have acknowledge that the same is their free act and deed.

WITNESS MY HAND AND SEAL this FEB 07 2019 day of _____, 2019 at Tanauan,
Leyte Philippines.

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ATTY. GIL D. MENGILLO
NOTARY PUBLIC
UNTIL 12/31/19, NC-2018-07-
ROLL No. 70784
ICP No. 069933, 11/23/2018
PTP No. 2610356, 01/04/17, LEYTE
MULF COMPLIANCE No. VI-0014934
*17AL HT.. BR V. SAKHUBUE, TANAUAN, LEYTE