

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This **MEMORANDUM OF AGREEMENT** made and entered into at Tacloban City, Philippines on March 2019 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 **YOLANDA KIDS SURVIVOR INCORPORATED**, represented by its Executive Treasurer, **CHARINA M. VAN**, hereinafter to as **YOLANDA KIDS SURVIVOR, INC.** .

**CERTIFIED RELEVANT AND AUTHENTIC CLAIM
THE DOCUMENT IS VERIFIED TRUE COPY
FROM ORIGINAL COPY PRESENTED**

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 **YOLANDA KIDS SURVIVOR, INC.** is enjoined to develop linkage and networking with academic and other institutions to meet its goal of addressing nutritional needs for its constituents;

WHEREAS, the **YOLANDA KIDS SURVIVOR, INC.** in its intention of providing livelihood and job opportunities to various sectors of the region 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:

**VERIFIED TRUE COPY FROM
THE ORIGINAL COPY PRESENTED**

**MA. PAZ BELEN S. DIAZ
HEAD, RECORDS SECTION**

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Handwritten signature/initials on the right margin.

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MA. PIZ BELLO S. DIAZ
HEAD, RECORDS MANAGEMENT OFFICE

A. RESPONSIBILITIES OF EVSU

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1. The EVSU shall provide available skills and technical manpower resources to the **YOLANDA KIDS SURVIVOR, INC.** whenever required by the latter's livelihood and entrepreneurship program and projects;
2. Inform **YOLANDA KIDS SURVIVOR, INC.** of any supplies or materials required by its personnel in the conduct of skills and technical assistance.
3. The EVSU shall inform the **YOLANDA KIDS SURVIVOR, INC.** of possible and potential program of the University related to livelihood and entrepreneurship;

B. RESPONSIBILITIES OF YOLANDA KIDS SURVIVOR, INC.

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 **YOLANDA KIDS SURVIVOR, INC.** shall ensure the availability of supplies and/ or materials to be used by that the EVSU personnel when extending skills and technical assistance to **YOLANDA KIDS SURVIVOR, INC.** activities.
3. The **YOLANDA KIDS SURVIVOR, INC.** shall ensure the security of the skills and technical manpower resources sent by EVSU to any of the program and projects implemented by the **YOLANDA KIDS SURVIVOR, INC.** .

**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 **YOLANDA KIDS SURVIVOR, INC.** and EVSU personnel extending assistance. No compensation shall be paid to the latter from the **YOLANDA KIDS SURVIVOR, INC.** .

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2. EVSU shall defend, indemnify and hold the **YOLANDA KIDS SURVIVOR, INC.** 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 **YOLANDA KIDS SURVIVOR, INC.** .

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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HEAD, RECORDS MANAGEMENT OFFICE

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MA. PAZ BEVEN S. DIAZ
HEAD, RECORDS SECTION

By the Authority of the Board of Regents:

cf - J. V -
DR. DOMINADOR O. AGUIRRE, JR.

President

Eastern Visayas State University

And

cf - J. V -
CHARINA M. VAN

Executive Treasurer

Yolanda Kids Survivor-Tacloban

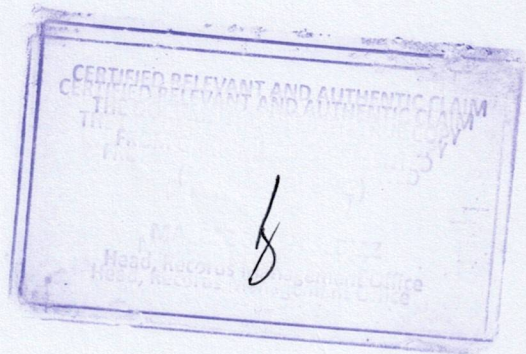
SIGNED IN THE PRESENCE OF:

Micaela

DR. MA. CRISTINA I. CAINTIC
Vice-President for Research and
Extension

[Signature]

DR. HERMINIGILDO S. BADION
Dean, College of Education



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NOTARY PUBLIC
PTR NO. 7857 E-6
VALID UNTIL DEC. 31, 2019

[Signature]
ATTY. EDWIN Y. CHUA
NOTARY PUBLIC
PTR NO. 7857 E-6
UNTIL DEC. 31, 2019