#### MEMORANDUM OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENT:

This MEMORANDUM OF AGREEMENT made and entered into at Pastrana Leyte, Philippines on DECEMBER 28, 2021 by and between

The EASTERN VISAYAS STATE UNIVERSITY of Tacloban City represented by its President, DR. DENNIS C. DE PAZ hereinafter as EVSU

#### And

The BRGY. CANCARAJA PASTRANA, LEYTE, represented by its Barangay Chairman, HON. JONELL B. DOMINICO, hereinafter to as BRGY. CANCARAJA.

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

WHEREAS, CANCARAJA in its intention of providing livelihood and job opportunities to various sectors of the Barangay 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 BRGY. CANCARAJA whenever required by the latter's livelihood and entrepreneurship program and projects;

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

# B. RESPONSIBILITIES OF THE BARANGAYA LOCAL GOVERNMENT UNIT OF CANCARAJA

- Inform and coordinate with EVSU the conduct of livelihood and entrepreneurship programs and projects that will require necessary technical assistance from EVSU;
- 2. The BRGY. CANCARAJA shall ensure the availability and cooperation of personnel when extending skills and technical assistance to BLGU activities.
- **3.** The BRGY. CANCARAJA shall ensure the security of the skills and technical manpower resources sent by EVSU to any of the program and projects implemented by the BLGU.

# 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 BRGY. CANCARAJA and EVSU personnel extending assistance. No compensation shall be paid to the latter from the BLGU.
- 2. **EVSU** shall defend, indemnify and hold the BLGU 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 BLGU.

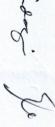
#### D. EFFECTIVITY

The Agreement shall be effective, valid and binding for **five (5) 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. DENNIS C. DE PAZ President Eastern Visayas State University And MONELL B. DOMINICO Barangay Chairman Barangay Cancaraja, Pastrana Leyte SIGNED IN THE PRESENCE OF: DR. BENEDICT Vice-President for Research and Barangay Kagawad Extension Mira R. Bark MANILYN I DOAG AMI Director, Extension Services Barangay Kagawad BOMILDA S. MAK DR. MA. LEAH I. ABAD Dean, College of Education Barangay Kagawad

## **ACKNOWLEDGEMENT**

Republic of the Philippines)
Pastrana Leyte ) SS

BEFORE ME, a Notary Public for and in Pastrana Leyte, Philippines, this \_\_\_\_\_\_ 1 2022 of \_\_\_\_\_\_ 2021, personally appeared

NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DR. DENNIS C. DE PAZ	EVSU 10	D062695DC
HON. JONELL B. DOMINICO	PRIVERS LICENSE	402-09-002479

Known to me before the same persons who executed the foregoing document, consisting of \_\_\_ pages including the page on which this acknowledgement is written and they acknowledged to me that the same is their free act and deed.

WITNESS MY HAND AND SEAL, at the place and on the date first above written.

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Book No. 441
Series No. 447

ATTY. EDWIN Y. CHUA
NOTARY PUBLIC UNTIL DEC. 31/2020
PTR NO. 8180858
ROLL NO. 35352
IBP NO. 93E783-LIFETIME MEMPA
NC NO. 2021-06-62
TIN No. 182-808-520-666