

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** made and entered into this 5th day of February 2021 by and between:

The **EASTERN VISAYAS STATE UNIVERSITY**, with address at Salazar St, Downtown, Tacloban City, Leyte, represented herein by its President, **DR. DOMINADOR O. AGUIRRE, JR.**, hereinafter referred to as "**EVSU**";

- and -

The **PRESIDENTIAL COMMISSION FOR THE URBAN POOR**, with principal office address at 9/F Sunnymede IT Center, 1614 Quezon Avenue, South Triangle, Quezon City, represented by its Chairperson/CEO, **ALVIN S. FELICIANO**, hereinafter referred to as "**PCUP**".

WITNESSETH:

WHEREAS, *EVSU is a higher learning institution established under Republic Act 9311 and mandated to develop the potentialities of Region VIII;*

WHEREAS, *EVSU is mandated with four major functions: 1) instruction, 2) research, 3) production and 4) extension services;*

WHEREAS, *EVSU is mandated to implement extension services programs to its immediate communities, development partners and identified clients;*

WHEREAS, *pursuant to Executive Order No. 82 dated December 8, 1986, the PCUP serves as the direct link of the urban poor to the government in policy formulation and program implementation addressed to their needs;*

WHEREAS, *the vision of the PCUP is to have "a society where the poor are empowered, economically productive and actively participating in the poverty reduction program and sustainable development of the country";*

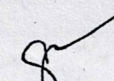
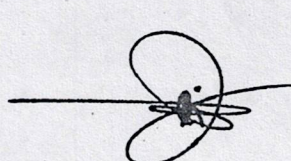
WHEREAS, *the PCUP is enjoined to develop linkages and networks with academic and other institutions to meet its goal of improving its operations to better serve its clients;*

WHEREAS, *to augment government resources in order to increase the quality of services and benefits delivered to the urban poor sector, the PCUP needs to engage in a meaningful partnership with EVSU to avail of the latter's free technical skills assistance, consultancy and other available programs and services.*

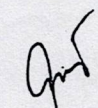
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:



W.C. Aguirre, Jr.



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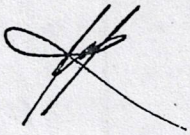


A. RESPONSIBILITIES OF EVSU

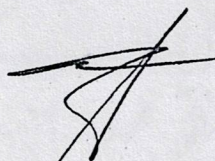
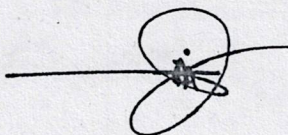
1. EVSU shall provide the PCUP available skills and technical manpower resources that will help in PCUP's field work activities based on its needs and the needs of the immediate community;
2. Inform the PCUP of any supplies or materials required by its personnel in the conduct of skills and technical assistance.
3. The EVSU shall inform the PCUP of its available and potential programs related to the latter's operations improvement, in pursuit of good governance;
4. Provide assistance on the community development programs of the PCUP such as but not limited to the following:
 - a. Survey Services by the Geodetic Engineering Department of the College of Engineering;
 - b. Governance and Community Organizing and Community Development (CO-CD) aspects by the Master of Rural Development Department of Graduate School;
 - c. Engineering Services (planning and designing and related services) e.g. Civil Engineering, Electrical Engineering, Electronics Engineering, Mechanical Engineering, Chemical Engineering and Geodetic Engineering;
 - d. Livelihood and Skills Training (Training of Trainers) of all departments of the College of Engineering and other colleges;
 - e. Systems Development (Programs Management and Monitoring System) by the Information Technology Department of the College of Engineering;
 - f. Project Management Plans by the Industrial Engineering Department of the College of Engineering;

B. RESPONSIBILITIES OF THE PRESIDENTIAL COMMISSION FOR THE URBAN POOR

1. Inform and coordinate with EVSU in the conduct of operations improvement, good governance, and projects that will require necessary technical assistance from EVSU;
2. The PCUP shall provide the supplies and/or materials to be used by EVSU personnel when extending free skills and technical assistance to the PCUP;
3. The PCUP shall ensure the safety of the skills and technical manpower resources sent by EVSU in furtherance of the programs and projects being implemented by the College of Engineering;



W.C. L. B.

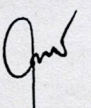


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4. The PCUP shall validate and recommend the participants to any appropriate capability-building trainings for urban poor communities offered by EVSU;

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 PCUP and the EVSU personnel extending assistance. No compensation shall be paid to the latter;
2. **EVSU** shall hold the PCUP, its officers, officials, employees and volunteers harmless, and indemnify the latter, from any and all claims, injuries, damages, loss or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of EVSU personnel in the performance of this Agreement. No employee of the PCUP shall be personally liable for any action, determination or interpretation taken or made in good faith with respect to this Agreement.

D. EFFECTIVITY

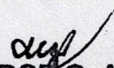
This Agreement shall be effective, valid and binding for **three (3) years** from the date of signing by the contracting parties, without prejudice to any revision or modification of any or some of the provisions which may hereinafter be agreed upon by the contracting parties, provided that such provision 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; provided, fifteen (15) days' notice is given to the other party.

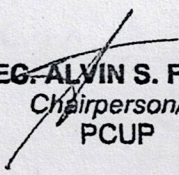
E. MULTIPLE COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one (1) instrument.

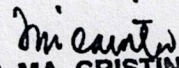
By the Authority of the Board of Regents:

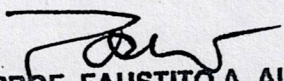
On Behalf of the Presidential
Commission for the Urban Poor:

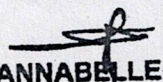

DR. DOMINADOR O. AGUIRRE, JR.
President
Eastern Visayas State University

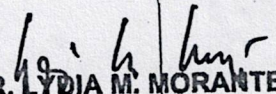

USEG ALVIN S. FELICIANO
Chairperson/CEO
PCUP

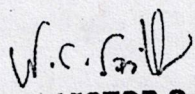
SIGNED IN THE PRESENCE OF:

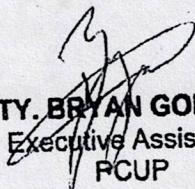

DR. MA. CRISTINA I. CAINTIC
Vice-President for Planning, Research
and Development and Extension Services
Eastern Visayas State University


PROF. FAUSTITO A. AURE
Director, Extension Services
Eastern Visayas State University


DR. ANNABELLE B. PILAPIL
Dean, College of Engineering
Eastern Visayas State University


DR. LYDIA M. MORANTE
Dean, Graduate School
Eastern Visayas State University


NEIL VICTOR C. SARIL
OIC/Chief of Operations
Field Operations Division for the Visayas
PCUP


ATTY. BRYAN GONZALES
Executive Assistant
PCUP


ATTY. CARLTON G. SAKAI
Legal Officer
PCUP


NEIL JERSON N. DE LOS SANTOS
Area Coordinator, PCUP-FODV Region 8
PCUP

ACKNOWLEDGMENT

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

x-----x

JUL 26 2023 BEFORE ME, a Notary Public for and in Palawan, Philippines, this
personally appeared:

NAME	ID	DATE ISSUED; PLACE OF ISSUANCE
USEC.ALVIN S. FELICANO	Passport No.S0007415A	April 18,2017 Manila
DR. DOMINADOR O. AGUIRRE,Jr.	EVSU ID A102494DO	October 24,1994 EVSU, Tacloban City

known to me to be the same persons who executed the foregoing document, consisting of six (6) 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.

Doc. No.: 297 ;
Page No.: 55 ;
Book No.: 62 ;
Series of 2022. 2027

Edwin Y. Chua
ATTY. EDWIN Y. CHUA
Notary Public
Until Dec. 31, 2024
Appointment No. NC-2023-01-75
PTR No. 1440307
Roll No. 35352
Lifetime No. 436783