

MEMORANDUM OF UNDERSTANDING

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This **MEMORANDUM OF UNDERSTANDING** made and entered into at Alangalang Civic Center, Alangalang Leyte, Philippines on August 4, 2021 by and between.

The **EASTERN VISAYAS STATE UNIVERSITY CARIGARA CAMPUS** of Carigara, Leyte represented by its University President, **DENNIS C. DE PAZ, Ph.D.**, hereinafter as **EVSUCC**

- and -

The **LOCAL GOVERNMENT UNIT** of Alangalang Leyte, represented by its Municipal Mayor, **HON. LOVELL ANNE M. YU** hereinafter referred to as **LGU ALANGALANG**.

WITNESSETH:

WHEREAS, EVSUCC is a higher learning institution mandated to develop potentialities of Metro Carigara;

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

WHEREAS, EVSUCC is mandated to implement extension services program to its immediate communities and to its development partners and identified clients;

WHEREAS, the LGU ALANGALANG is enjoined to develop linkage and networking with academic and other institutions to meets its goal of improving its operation for a better services to its constituents;

WHEREAS, the LGU ALANGALANG that oversee local governance in a municipality responsible for providing direct and basic services to the people and ensuring peace and order within communities. That there is a need to engage a meaningful partnership with EVSUCC for technical skills assistance and consultancy specifically, but not limited to on the field of Information Technology.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby and stipulate.

A. RESPONSIBILITIES OF EVSUCC

1. The EVSUCC shall provide available skills and technical manpower resources to the IT Department whenever required by the latter's good governance and projects;
2. Inform LGU ALANGALANG of any supplies or materials required by its personnel in the conduct of skills and technical assistance,

3. Develop a Text Blast Messaging System (TBMS) for the communication system of LGU ALANGALANG;
4. Send system updates for the improvement of the developed communication system;
5. The EVSUCCE shall inform the LGU ALANGALANG of possible and potential program of the University related to operations improvement, and good governance;

B. RESPONSIBILITIES OF LGU ALANGALANG

1. Inform and coordinate with EVSUCCE the conduct of operation improvement, good governance, and projects that will require necessary technical assistance from EVSUCCE;
2. The LGU ALANGALANG shall ensure the availability of supplies and/ or materials to be used by the EVSUCCE personnel when extending skills and technical assistance to IT activities,
3. The LGU ALANGALANG shall ensure the security of the skills and technical manpower resources sent by EVSUCCE to any of the program and projects implemented by the IT Department.

C. UNDER THIS UNDERSTANDING, THE FOLLOWING TERMS AND CONDITIONS ARE LIKEWISE INCLUDED:

1. The developed system should not be used for proprietary purposes.
2. **EVSUCCE** has the right to replicate the developed communication system to be implemented in other public schools/agencies;
3. It is expressly understood that there will be no employer-employee relationship between the **LGU ALANGALANG** and **EVSUCCE** personnel extending assistance. No compensation shall be paid to the latter;
4. The **LGU ALANGALANG** has no right to replicate or give the source code of the system to anybody.
5. **EVSUCCE** shall defend, indemnify and hold the **LGU ALANGALANG** 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 EVSUCCE personnel in the performance of this Agreement, except for injuries and damages cause by the sole negligence of the IT Department.

D. EFFECTIVELY

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 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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DENNIS C. DE PAZ, Ph. D.
 University President
 Eastern Visayas State University
 Tacloban City

[Signature]
HON. LOVELL ANNE M. YU
 Municipal Mayor
 Alangalang Leyte

SIGNED IN THE PRESENCE OF:

[Signature]
HERMINIGILDO S. BADION, Ed.D
 Campus Director
 Eastern Visayas State University
 Carigara Campus

[Signature]
CLIFFERD P. RIVALDA
LDERMO III

[Signature]
RUSTOM D. CLEMENTE, MSIT
 Head, I.T. Department
 EVSUCC

[Signature]
 CHRISTOPHER
 MORALES
 CATM

ACKNOWLEDGEMENT

Republic of the Philippines)
PROVINCE OF, Leyte) SS

BEFORE ME, a Notary Public for and in ALANGALANG, LEYTE, Leyte, Philippines, this 06 AUG 2021 of _____, 20____, personally appeared

NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DENNIS C. DE PAZ, Ph. D.	Employee ID	ID No. D062095 DC
HON. LOVELL ANNE M. YU	Employee ID	ID No. E-19-001 July 1, 2019

Known to me before the same persons who executed the foregoing document, consisting of 3 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. 369
 Page No. 74
 Book No. XV
 Series No. 2021

[Signature]
 ATTY. KENNETH SPICE MEDALLA DE VEYRA
 NOTARY PUBLIC FOR TACLOBAN CITY, LEYTE
 NOTARIAL COMMISSION NO. 2019-01-01 UNTIL DEC. 31, 2021 (per B.M. No. 3795)
 ROLL OF ATTORNEYS NO. 67385
 BP LICENSE NO. 002002 (07-17) LEYTE CHAPTER
 PTR NO. 5019738, 1-1-21, ALANG-ALANG LEYTE
 NCLE COMP. NO. VI-0004778 VALID UNTIL 4-14-22
 AVILA, DE VEYRA & ROSAÑO LAW OFFICE
 COR. P. BURGOS & ALVA LUNA STS. BRGY. 30, TACLOBAN CITY