

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This **MEMORANDUM OF AGREEMENT** made and entered into at Palo Leyte, Philippines on November 2022 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 **MUNICIPALITY OF PALO**, represented by its Municipal Mayor, **HON. REMEDIOS L. PETILLA**, hereinafter to as **LGU**.

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

WHEREAS, the LGU in its intention of providing livelihood and job opportunities to various sectors of the Municipality 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:

CERTIFIED TRUE COPY FROM THE ORIGINAL

FOR IDENTIFICATION PURPOSES ONLY

ARNOLD J. BERT, MPH
ACTV/HRMCH

DATE: 8/4/22

A. RESPONSIBILITIES OF EVSU

1. The EVSU shall provide available skills and technical manpower resources to the LGU whenever required by the latter's livelihood and entrepreneurship program and projects;

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

B. RESPONSIBILITIES OF THE MUNICIPALITY OF PALO

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

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 LGU and EVSU personnel extending assistance. No compensation shall be paid to the latter from the LGU.
2. EVSU shall defend, indemnify and hold the LGU 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 LGU.

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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FOR OFFICIAL USE ONLY
DATE: 8/14/23

By the Authority of the Board of Regents:


DENNIS C. DE PAZ, PhD
President
Eastern Visayas State University

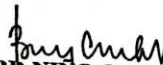
And


HON. REMEDIOS L. PETILA
Municipal Mayor
Palo, Leyte

SIGNED IN THE PRESENCE OF:


ANALYN C. ESPAÑOL, DA
Vice-President for Research
Development and Extension


JOVITO B. MADEJA, PhD
Director, Extension Services


BERNARD NINO Q. MEMBREBE, MDM
Dean, College of Technology


HERMINIGILDO S. BADION, EdD
Dean, College of Education

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for: mylms

DATE: 8/1/23

ACKNOWLEDGEMENT

Republic of the Philippines)
Pastrana Leyte) SS

BEFORE ME, a Notary Public for and in Palo Leyte, Philippines, this JUL 28 2023 day of 2023, personally appeared

NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DR. DENNIS C. DE PAZ	ENSM	Tarlakan City Dole 2 by 5 BU
HON. REMEDIOS L. PETILLA	003 OSCA ID	Palo, Leyte

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.

Doc No. 83
Page No. 17
Book No. 83
Series No. 109

ATTY. EDWIN Y. CHUA
Notary Public
Until Dec. 31, 2024
Appointment No. NC-2023-01-78
PTR No. 1440307
Roll No. 35352
IBP Lifetime No. 436783

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FOR FACILITY EVALUATION/RECLASSIFICATION PURPOSES ONLY

fr: mylms
ARNOLD M. BRIT, RRM

AO IV/HK/00

DATE: 8/4/23