### **MEMORANDUM OF AGREEMENT (MOA)**

### KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** made and entered into this 19th day of December 2023 by and between:

The <u>EASTERN VISAYAS STATE UNIVERSITY</u>, with address at Salazar St., Tacloban City, Leyte, represented herein by its President, <u>DR. DENNIS C. DE PAZ</u>, hereinafter referred to as <u>"EVSU"</u>:

- and -

The <u>BARANGAY 44 QUARRY DISTRICT</u>, <u>TACLOBAN CITY</u> represented by <u>its Barangay Chairperson</u>, <u>Hon. MARILOU E. TIU</u>, hereinafter referred to as <u>EVSU Administration Extension Adopted Barangay</u>.

#### 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 to provide relevant services along the four major functions: 1) instruction, 2) research, 3) production, and 4) extension services;

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

WHEREAS, EVSU believes that one hallmark of a university is high productivity in extension services or community outreach programs that are research-based and technology-driven towards sustainable and resilient communities;

WHEREAS, EVSU through the Administration has an E.N.R.I.C.H. Program which is anchored on the purpose of empowering and nurturing within communities holistically and to enhance the overall quality of life for community members through projects fastened on building resilience self-confidence, and good governance while also promoting social cohesion, empathy, and a collective responsibility for the well-being of all individuals within the community.

WHEREAS, the (BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY), is enjoined to serve as our long-term community partner recipient for initiatives on building resilience, leadership/organizational, good governance, skills training and holistic well-being of the individuals in the community.

WHEREAS, the (BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY), intends to provide lifelong learning skills and provide them with the knowledge, resources, and opportunities needed to take control of their lives through its meaningful partnership with EVSU-Administration for disaster risk reduction management, technical skills, assistance and consultancy related to good governance, organization leadership and management, and other related socio-cultural engagements for the holistic well-being of each resident.

WHEREAS, in response to the primordial importance attributed to developing human capital under the Ambisyon Natin 2040 and the ASEAN Sustainable Development Goals, agencies have established collaboration with other professional, industrial, and academic communities to better serve the needs of the community.

WHEREAS, all parties, in consideration of their common goals and objectives, have expressed interest in working together to initiate the conduct of Disaster Risk Reduction Management, Good Governance, Documentation and Digitalization, Sustainable Cities and Communities Seminars or Trainings and Solid Waste Management Initiatives to identified stakeholders of (BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY), and agree to

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collaborate and complement resources for the effective and efficient implementation of Administration E.N.R.I.C.H. Extension Program.

WHEREAS the (BARANGAY 44- A QUARRY DISTRICT, TACLOBAN CITY), will now be the newly adopted Extension Community of the Eastern Visayas State University, Administration.

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

### A. RESPONSIBILITIES OF EVSU- ADMINISTRATION

- 1. **EVSU- ADMINISTRATION** shall initiate the Needs Assessment Activity to (**BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY**), and shall provide the results as the basis for the different training needs to be cascaded to the partner community.
- 2. **EVSU- ADMINISTRATION** shall provide (**BARANGAY 44 QARRY DISTRICT. TACLOBAN CITY**), with various, organizational management skills, and socio-cultural development training activities through the **EVSU ADMINISTRATION E.N.R.I.C.H Program** in response to its identified training needs as part of its community extension engagement.
- EVSU- ADMINISTRATION shall inform the (<u>BARANGAY 44 QUARRY</u> <u>DISTRICT. TACLOBAN CITY</u>), of any supplies or materials required by its personnel and stakeholders in the conduct of identified livelihood and technical assistance;
- 4. The EVSU- ADMINISTRATION shall provide the logistics for its trainers as well as to the beneficiaries if in case the later need to visit the University for related training purposes.
- 5. The EVSU- ADMINISTRATION shall provide the venue, sound system and other facilities for those extension activities/training conducted in the University.
- 6. The **EVSU- ADMINISTRATION** will share some counterpart for the food and snacks for the participants.
- 7. EVSU- ADMINISTRATION shall provide (BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY), its available trainers and facilitators from EVSU who will serve as the resource speakers/experts from the training activities.
- 8. **EVSU- ADMINISTRATION** shall provide to (**BARANGAY 44 QUARRY DISTRICT. TACLOBAN CITY**), with the monitoring-evaluation and terminal reports from the conducted training activities.
- 9. **EVSU- ADMINISTRATION** shall also facilitate in establishing more linkages to (BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY), as a means to generate more support from other agencies for the realization of the barangay's sustainability for the programs, projects, and activities.

## B. RESPONSIBILITIES OF (BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY),

1. The (BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY), shall inform and coordinate with EVSU through the

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- 2. ADMINISTRATION regarding the overall conduct and implementation of the manpower improvement program of the department;
- 3. The (BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY), shall counterpart some office supplies and/or materials (E.g, manila paper, ballpen, marker, etc.) to be used by EVSU personnel in conducting the training and other related extension activities to its beneficiaries.
- 4. The (<u>BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY</u>), shall provide, certificates and token of appreciation for the trainers, facilitators and resource speakers.
- 5. The (BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY), may also share some counterpart for the food and snacks for the participants.
- 6. The (BARANGAY 44 QUARRY DISTRICT. TACLOBAN CITY), shall identify project beneficiaries/participants who will attend the training regularly and must ensure the participants' complete attendance. Further, they shall screen, validate and recommend the participants to any appropriate capability-building training to be conducted by EVSU;
- 7. The (BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY), shall provide a suitable Training/demonstration room/venue which will accommodate at least forty (40) participants together with the training facilitators and speakers from EVSU-ADMINISTRATION for those activities conducted in the different respective community
- 8. areas.
- The (<u>BARANGAY 44 QUARRY DISTRICT, TACLOBAN CITY</u>), shall ensure the safety of the manpower experts sent by EVSU in furtherance of the programs and projects being implemented;
- The (<u>BARANGAY 44 QUARRY DISTRICT. TACLOBAN CITY</u>), shall screen, validate and recommend the participants to any appropriate capability-building training to be conducted by EVSU;
- C. UNDER THIS AGREEMENT, THE FOLLOWING TERMS AND CONDITIONS ARE LIKEWISE INCLUDED:
  - It is expressly understood that there will be no employer-employee relationship between and among the EVSU and (<u>BARANGAY 44 QUARRY DISTRICT</u>, <u>TACLOBAN CITY</u>), personnel and its stakeholders.
  - 2. EVSU shall hold both (<u>BARANGAY 44 QUARRY DISTRICT</u>. TACLOBAN CITY), and their officials, employees, stakeholders, and volunteers harmless, and shall indemnify the latter for any and all claims, injuries, damages, losses, 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 and stakeholders of the (<u>BARANGAY 44 QUARRY DISTRICT</u>. TACLOBAN CITY), shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to this Agreement.

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3. In any situation not contemplated or discussed in this Agreement, the parties may mutually agree on the resolution of such situation, as long as it is consistent with the intent of this Agreement.

### D. EFFECTIVITY

This Agreement shall continue to be effective, valid, and binding until written revocation thereof by any of the parties is transmitted to all the other contracting parties at least 15 (fifteen) days prior to the date of intended revocation. This is 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 provisions or modifications are consistent with the original intent and purpose of this Agreement. This is renewable every after 5 (five) years.

IN WITNESS WHEREOF, the parties hereto affix their signature this 19th day of December 2023 at the EVSU-ORDEX Studio Room, Tacloban City

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DR. DENNIS C. DEPAZ
President
Eastern Visayas State University

HON. MARILOU E. TIU
Brgy. 44 Quarry District

and

# SIGNED IN THE PRESENCE OF:

DR. ANALYN C. ESPAÑO

Vice-President, Office of Planning, Research

Development and Extension

DR. BENEDICTO II MILITANTE JR.

Vice-President for Administration & Finance

DR. SEVERO L. BLANCO
Director, Extension Services

DR. DORIS ANN S. ESPINA
Chief Administrative Officer for Adm

Chief Administrative Officer for Administration / Proponent

VINA GRACE C. BUENAVENTURA
Non-Teaching Extension Coordinator

Renald Dennis Brintana

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### **ACKNOWLEDGEMENT**

Republic of the Philippines) Tacloban City

BEFORE ME, a Notary Public for and in Tacloban City, Philippines, this \_\_\_\_\_Day of

g 20242023, personally appeared.

NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DR. DENNIS C. DE PAZ	Toleran .	PURIS E
HON. MARILOU E. TIU	National 2. P 4876-2941-7047	July 26. 2021 Jarloben City

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. Page No. 09 Book No. 773 Series No. 2024

Notary Public

Until Dec. 31, 2024 appointment No. NC-2023-01-75

PTR No. 1440307 Roll No. 35352 IBP Lifetime No. 436783

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