

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This **MEMORANDUM OF AGREEMENT** made and entered into at Ormoc City, Philippines on _____ by and between

The **EASTERN VISAYAS STATE UNIVERSITY** of Ormoc City represented by its President, **DR. DENNIS C. DE PAZ**, hereinafter referred to as **EVSU**;

The **Barangay CABAON-AN, ORMOC CITY** represented by **HON. ROEL J. LAURENTE**, hereinafter referred to as **Brgy. Cabaon-an LGU**;

-and-

CABAON-AN COMMUNITY FARMERS ASSOCIATION (CACFA), represented by its Association President, **MELANIE L. ENCILA**, hereinafter referred to as **CACFA**.

WITNESSETH:

WHEREAS, EVSU-ORMOC is a higher learning institution mandated to develop potentialities of Region VIII;

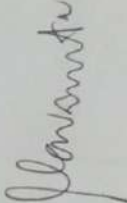
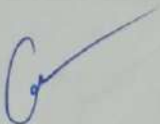
WHEREAS, EVSU-ORMOC is mandated with four major functions: instruction, research, production and extension services;

WHEREAS, EVSU-ORMOC is mandated to implement an extension services program to its immediate communities and to its development partners and identified clients;

WHEREAS, the **Brgy. Cabaon-an LGU** and **CACFA** are enjoined to develop linkage and networking with academic and other institutions to meet its goal of income generation for its constituents;

WHEREAS, the **Brgy. Cabaon-an LGU** and **CACFA**, in their intention of providing livelihood and job opportunities to various sectors of the region, engage in meaningful partnership with EVSU-ORMOC 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

1. The EVSU-ORMOC shall provide available skills and technical manpower resources to the **Brgy. Cabaon-an LGU** and **CACFA** whenever required by the latter's livelihood and entrepreneurship program and projects;
2. Inform **Brgy. Cabaon-an LGU** and **CACFA** of any supplies or materials required by its personnel in the conduct of skills and technical assistance.
3. The EVSU-ORMOC shall inform the **Brgy. Cabaon-an LGU** and **CACFA** of possible and potential programs of the University related to food safety production and livelihood.

B. RESPONSIBILITIES OF THE CABAON-AN COMMUNITY FARMERS ASSOCIATION (CACFA)

1. Inform and coordinate with EVSU-ORMOC the conduct of livelihood and food safety production programs and projects that will require necessary technical assistance from EVSU-ORMOC;
2. The **Brgy. Cabaon-an LGU** and **CACFA** shall ensure the availability of supplies and/ or materials to be used by that the EVSU-ORMOC personnel when extending skills and technical assistance to **Brgy. Cabaon-an LGU** and **CACFA** activities.
3. The **Brgy. Cabaon-an LGU** and **CACFA** shall ensure the security of the skills and technical manpower resources sent by EVSU-ORMOC to any of the program and projects implemented by the **Brgy. Cabaon-an LGU** and **CACFA**.

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. Cabaon-an LGU** and **CACFA** and EVSU personnel extending assistance. No compensation shall be paid to the latter from the **Brgy. Cabaon-an LGU** and **CACFA**.
2. EVSU-ORMOC shall defend, indemnify and hold the **Brgy. Cabaon-an LGU** and **CACFA** 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-ORMOC personnel in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the **Brgy. Cabaon-an LGU** and **CACFA**.
3. **Brgy. Cabaon-an LGU** and **CACFA** shall defend, indemnify and hold the EVSU-ORMOC, its officers, officials, employees and volunteers harmless from

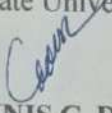
any and all claims, injuries, damages, loss or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of **Brgy. Cabaon-an LGU** and **CACFA** personnel in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the **EVSU-ORMOC**.

D. EFFECTIVITY

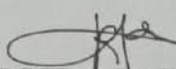
The Agreement shall be effective, valid and binding for **one (1) year** from the date of signing by the contracting partners without prejudice to the revision or modification of any or some of the provisions which may hereinafter be agreed upon the contracting parties that such provision or modification are consistent with the original intent and purpose of the Agreement. Nothing may prevent any party from terminating this Agreement for any justifiable reason; Provided, that written notice is served by the terminating party to the other parties at least fifteen (15) days from intended termination date.

IN WITNESS WHEREOF, the parties hereunto set their hands on _____, in _____.

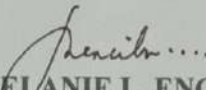
By authority of the Board of Regents of
Eastern Visayas State University:


DR. DENNIS C. DE PAZ
University President 

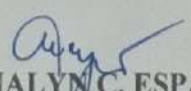
Brgy. Cabaon-an, Ormoc, Leyte,
represented by:

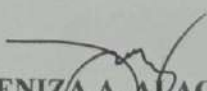

HON. ROEL J. LAURENTE
Barangay Chairman

Cabaon-an Community Farmers
Association, represented by:


MELANIE L. ENCILA
Association President

SIGNED IN THE PRESENCE OF:


DR. ANALYN C. ESPAÑO
Vice-President for Research and
Development and, Extension Services


DENIZA A. ALAO
Association Vice President
CACFA


RUSTON D. CLEMENTE, MSIT
Director, Extension Services


ROWENA A. TEQUILLO
Association Secretary
CACFA

