#### MEMORANDUM OF AGREEMENT

**MEMORANDUM** OF **AGREEMENT** This entered into in made and THELOPIN CITY, Philippines on DECENNER 19,2005 and between

The EASTERN VISAYAS STATE UNIVERSITY, a state university created by and under Republic Act No. 9311, with principal address at Arch. Lino R. Gonzaga Avenue, Tacloban City represented by its President, DR. DENNIS C. DE PAZ, hereinafter referred to as "EVSU";

and

The DEPARTMENT OF EDUCATION - ALTERNATIVE LEARNING SYSTEM -LEYTE DIVISION, represented by its Schools Division Superintendent, MARIZA S. MAGAN, EdD, CESO V, hereinafter to as "DepED-ALS";

### WITNESSETH:

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

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

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

WHEREAS, the DepEd-ALS is a parallel learning system in the Philippines designed to provide education for out-of-school youth and adults (OSYAs). This system offers flexible learning options and aims to develop basic literacy skills and provide pathways to complete basic education;

WHEREAS, the DepEd-ALS of Leyte Division, in its continuing effort to fulfill its mandate of providing quality education to all, desires to enter into a partnership with EVSU to jointly undertake programs and activities that will empower its learners with the knowledge, skills, and values necessary for lifelong learning and sustainable development;

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

### A. RESPONSIBILITIES OF EVSU

### EVSU shall:

- 1. Provide experts and available skills and technical manpower and other resources to DepEd-ALS whenever required by the latter's alternative learning program;
- 2. Inform DepEd-ALS of any supplies or materials required by its personnel in the conduct of the skills trainings and values formation; and
- 3. Implement Extension Programs, Projects and Activities but not limited to:
  - a. Empowering ALS Learners through E-B-Cs (Enhancing Basic Education through Community-Based Learning and Skills Trainings) Program

- b. Navigating the Digital World: Empowering DepEd ALS Learners Through Fundamental Computer Skills Project
- c. Empowering Futures: Computer Servicing and Network Skills for DepED ALS Girls Project
- d. **SHE CODES**: Skills Harmonization for Empowering Coding Opportunities for DepEd ALS for Girls Project
- e. **EmpowerHER**: Uplifting ALS Girls through Gender Advocacy and Spiritual Growth Extension Project
- f. **CHEM HACKS**: Harnessing and Applying Chemistry Knowledge and Skills Program
- g. Developing Language and Literature by Helping Other People through Education (**DLL HOPE**) Project;
- h. ECONsultancy Project
- 4. Coordinate with DepEd-ALS in the implementation of any activities;
- 5. Monitor and evaluate every activity conducted and provide reports that DepEd-ALS would require.

## **B. RESPONSIBILITIES OF DepEd-ALS**

## DepEd-ALS shall:

- 1. Involve EVSU in the planning and implementation of extension programs and projects mentioned hereinabove;
- 2. Ensure the availability of supplies and/or materials to be used by EVSU personnel when extending skills and technical assistance to DepEd-ALS of Leyte Division;
- 3. Coordinate with EVSU the conduct of operation improvement, and alternative learning programs that will require necessary technical assistance from DepEd-ALS;
- 4. Organize and inform ALS learners of the schedule of classes/ trainings; and
- 5. Assist ALS learners with their transportation to the venue

# C. GENERAL PROVISIONS

- 1. It is expressly understood that there will be no employer-employee relationship between the **DepEd-ALS** and **EVSU** personnel extending assistance. No compensation shall be paid to the latter from the DepEd-ALS.
- 2. **EVSU** shall defend, indemnify, and hold the DepEd-ALS, 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 DepEd-ALS.
- DepEd-ALS shall defend, indemnify and hold the EVSU, 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 DepEd-ALS personnel in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the EVSU.

# D. EFFECTIVITY

The Agreement shall be effective, valid and binding for **Three (3) 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 provisions or modifications 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.

IN WITNESS HEREOF, the parties have set their hands on DECEMBER 19,2024, in

By the Authority of the Board of Regents:

DR. DENNIS C. DE PAZ University President

Eastern Visayas State University

DR. MARIZA S. MAGAN, CESO Schools Division Superintendent
DepEd – ALS Leyte Division

SIGNED IN THE PRESENCE OF:

DR. ANALYN C. ESPAÑO

Vice President for Research and Development and Extension Services MARIETOY A. ARIAS,

**Education Program Supervisor** 

DR. DANILO B. PULMA

Vice President for Internationalization and External Affairs

DR. LYDIA M. MORANTE

Vice President for Academic Affairs

DR. BENEDICTO T. MLITANTE, JR.

Vice President for Administration and Finance

RUSTOM D. CLEMENTE, MSIT

Director, Extension Services

### **ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Tacloban City, Philippines, on personally appeared

NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DR. DENNIS C. DE PAZ	Employee ID-D062695DC	6/26/95 – Tacloban City
DR. MARIZA S. MAGAN, CESO V		

known to me to be the same persons who executed the foregoing document, consisting of four (4) pages, including the page where this acknowledgment is written; and who acknowledged to me that they executed this document as their free act and deed.

WITNESS MY HAND AND SEAL, at the place and on the date first above written.

Doc No.

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Book No. W Series of 2025. ATTY. EDGARDO B. ESTRAS, IR. MAT Notary Public utill December 31, 2020 Notarial/Commission No.: 2025-03/166

arial Commission No.: 2025-03/166 Boll of Attorneys No.: 8174 PTR No.: 8690354

MCLE Compliance No.: VIV-0008862 MVT Bldg. Unit 2/Brgy 80, Marasbaras, Taeloban City