MEMORANDUM OF AGREEMENT (MOA)

This MEMORANDUM OF AGREEMENT is made and entered on ______ in Dulag, Leyte by and between:

The *Eastern Visayas State University*, with office address at Arch. Lino R. Gonzaga Avenue, Tacloban City, represented by its President, **DR. DENNIS C. DE PAZ**, hereinafter referred to as EVSU Tanauan Campus;

-and-

The *Municipal Government of Dulag, Leyte,* with office address at Brgy. Buntay, Dulag, Leyte, represented by its Municipal Mayor, ATTY. MILDRED JOY P. QUE, CPA, hereinafter referred to as LGU Dulag.

WITNESSETH:

WHEREAS, EVSU is a higher learning institution established under Republic Act 9311 and mandated to develop the potentials of Region VIII;

WHEREAS, **EVSU** is mandated to provide relevant service 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 of the hallmarks of the university is high productivity in extension services or community outreach programs that are research-based and technology-driven towards a sustainable economy;

WHEREAS, EVSU, through the Tanauan Campus Engineering Department, has created a program known as ENGINEERING RESILIENT COMMUNITIES PROGRAM, or the "ERC Program", an extension service program of the Engineering Department and in this particular program, the Bachelor of Science in Civil Engineering;

WHEREAS, EVSU Tanauan Campus' ERC Program includes Technology Transfer through the field of Civil Engineering, Strategies in Alleviating Community Problems, Advocacy on Safety and Health, Knowledge Creation and Innovation of Livelihood through Engineering Approach and the latter covers the conduct of Research Work/Activities for dissemination and or improvement of Extension Services delivery;

WHEREAS, LGU Dulag is a municipality in the Province of Leyte that is politically subdivided into 45 barangays;

WHEREAS, LGU Dulag is enjoined to serve as EVSU long-term community partner recipient of all livelihood competency skills;

WHEREAS, all parties, in consideration of their common goals and objectives, have expressed interest in working together to initiate the conduct of Civil Engineering Feasibility Making Project for the identified community barangay partners under the governance of the municipality and agree to collaborate and complement resources for the effective and efficient implementation of EVSU Tanauan Campus' ERC Program;

RUSTON D. CLEMENTE, MSN.
Director, Extension Services
Eastern Viseyas State University
Tacloban City

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WHEREAS, LGU Dulag will now be the newly adopted Extension of the EVSU Tanauan Campus, Tanauan, Leyte in terms of the ERC Program;

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

A. RESPONSIBILITIES OF EVSU

- 1. **EVSU** shall inform its development partners of its intention to implement Research and Development and Extension Services (RDE) projects in the area and shall closely coordinate with the latter of all arrangements to be made.
- 2. **EVSU** shall provide the available skills and technical manpower resources that will be involved in its implementation of Feasibility Study on priority projects of the community.
- 3. **EVSU** shall implement Extension Plans, Programs, and Projects but not limited to the implementation of the ERC Program of the Campus.
- 4. **EVSU** shall provide the available skills and technical manpower resources that will be involved in its implementation of Feasibility Study on priority projects of the community.
- 5. **EVSU** through **its Tanauan Campus** shall promote service cooperative competence with the collaboration of the two Extension Projects entitled (1) Proposal of Feasibility Study and (2) Technology Transfer for the Department, as the lead implementers of extension services.

The livelihood training project shall be as follows:

Proposal of Feasibility Study

A Proposed Sanitary Landfill for the Municipality of Dulag, Leyte A Proposed Rehabilitation Project for Drainage System in Barangay Buntay and Barangay Sungi, Dulag, Leyte for the Engineering Department

Implementation/Technology Transfer Project

- 6. **EVSU** through **its Tanauan Campus** shall inform LGU-Dulag of any supplies or materials required by its personnel and stakeholders in the conduct of the identified and technical assistance;
- 7. **EVSU** shall provide the logistics for its trainers as well as to the beneficiaries if in case the latter needs to visit the University for related training purposes.
- 8. **EVSU** shall provide LGU Dulag with its available faculty trainers and facilitators who will serve as resource speakers/experts from the training activities.
- 9. **EVSU** shall provide LGU Dulag with the monitoring evaluation and terminal reports from the conducted training activities
- 8. **EVSU** shall also facilitate establishing more linkages to LGU Dulag as a means to generate more support from other agencies for the realization of cooperatives' livelihood-related programs, projects, and activities.

RUSTOM D. CLEMENTE, MS/T Director, Extension Services Easter Visayes State University Tacloban City

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B. RESPONSIBILITIES OF LGU Dulag

- 1. **LGU Dulag** shall inform and coordinate with **EVSU** through **its Tanauan Campus** regarding the overall conduct and implementation of the manpower improvement program of the campus.
- 2. **LGU Dulag** shall provide training office supplies and/or materials and equipment to be used by **EVSU** personnel when conducting training and other related extension activities, subject to availability of funds and to accounting and auditing procedures.
- 3. **LGU Dulag** shall identify project beneficiaries/participants to the training programs and must ensure the regular and complete attendance of the said participants. Further, they shall screen, validate, and recommend the participants to any appropriate capability-development program.
- 4. **LGU Dulag** shall provide a suitable training venue /demonstration that will accommodate at least twenty (20) participants together with the training facilitators and speakers from **EVSU**.
- 5. **LGU Dulag** shall ensure the safety of the skills and technical manpower experts sent by **EVSU** in furtherance of the programs and projects being implemented.
- 6. **LGU Dulag** shall screen, validate, and recommend the participants to any appropriate capability-development training to be conducted by **EVSU**.

C. GENERAL PROVISIONS

- 1. It is expressly understood that there will be no employer-employee relationship between and among the **EVSU** and **LGU Dulag** personnel and its stakeholders.
- 2. EVSU shall hold both LGU Dulag 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 LGU Dulag shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to this Agreement.
- 3. In any situation, not contemplated or discussed in this Agreement, the parties may mutually agree on the resolution of such a situation, as long as it is consistent with the intent of this Agreement.

D. EFFECTIVITY

1. This agreement shall be effective upon the signing thereof by both parties of by their authorized representatives and shall be renewable every one (1) year and shall continue to be effective, valid, and binding until written revocation thereof by any of the parties is transmitted to all other contracting parties at least 15 (fifteen) days prior to the date of intended revocation.

2. 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 provision or modification is consistent with the original intent and purpose of this Agreement.

RUSTOM D. CLEMENTE, MSIT Director, Extension Services Eastern Visayas State University Tacloban City

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IN WITNESS WHEREOF, the parties have hereunto set their hands on in EASTERN VISAYAS STATE UNIVERSITY MUNICIPAL GOVERNMENT OF **DULAG, LEYTE** represented by: represented by: ATTY. MILDRED JOY P. QUE, CPA Municipal Mayor DENNIS C. DE PAZ, PhD President SIGNED IN THE PRESENCE OF: SHELDON IVES G. AGATON, PhD ENGR. CATHERINE CAPILI Campus Director Municipal Engineering Office Eastern Visayas State University Tanauan Campus RUSTOM D. CLEMENTE, MSIT MRS. GINA D. VACAL Director, Office of Extension Services MRDO JEFFREY B. NEGROS, DrBA ATTY. LE Head, Office of Extension Services MDRRMO

ENGRAGENTE D. CARILLO JR. PhD

Extension Coordinator, Engineering Department

ERC Program Leader

Republic of the Philippines)
TANAUAN LEYTE) S.S

ACKNOWLEDGEMENT

BEFORE	ME,	а	Notary	Public	for	and	in	TANAUAN LEYTE	on
27 JUN	202	ger	sonally a	ppeared.					

NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DR. DENNIS C. DE PAZ		
ATTY. MILDRED JOY P. QUE, CPA	Passport No. P6120001B	19 January 20 🔭 / Tacloban

Known to me to be the same persons who executed the foregoing document consisting of five (5) pages, including this page where this acknowledgment is written; who acknowledged to me that they executed this instrument as their free and voluntary act and deed, and that if they signed in a representative capacity, they are duly authorized to do so in that capacity.

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

Doc. No. <u>373</u>;

Page No. 76

Book No. XV

Series of 2025.

ATTY. ISAGANI S. ESPADA

Notary Public

Until December 31, 2026

NC No. 2025-02-108

Roll of Attorneys No. 41391

IBP No. 481324; 01-08-2025

PTR No. 0020525; 01-03-2025

MAYOR-DULAN LIPTE

RUSTOM D. CLEMENTE, MS. Director, Extension Services Eastern Visayas State University

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