

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENT:

This **MEMORANDUM OF AGREEMENT** made and entered into at Brgy. Sabang, Daguitan, Dulag Leyte, Philippines on September 18, 2020 by and between

The **EASTERN VISAYAS STATE UNIVERSITY** of Tacloban City represented by its President, **DR. DOMINADOR O. AGUIRRE, JR.**, hereinafter as **EVSU**.

And

The **NAGKAURUSA NGA SABANGNON KATILINGBAN SERVICE COOPERATIVE (NASAKASECO)**, in Brgy. Sabang Daguitan, Dulag, Leyte represented by its Chairman, **MR. RENE B. DUMAGUIT**.

### WITNESSETH:

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

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

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

**WHEREAS**, the NASAKASECO intends to develop linkage and networking with academic and other institutions to meet its goal of developing and strengthening the rural tourism potentialities in their community;

**WHEREAS**, the NASAKASECO in its intention of providing more livelihood and job opportunities to the residents of Barangay Sabang Daguitan and nearby communities in Dulag, Leyte.

**WHEREAS**, the NASAKASECO engages in meaningful partnership with EVSU for technical skills assistance and consultancy specifically in the areas of hospitality and restaurant technology, social entrepreneurship, infra-structure and community development;

**WHEREAS**, the NASAKASECO is spearheading another rural community tourism undertaking as a subsidiary project of the Cooperative at the Lake Dao area to be called "Lake Dao Bahay Kawilan Project";

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

**A. RESPONSIBILITIES OF EVSU**

1. The EVSU shall provide needed appropriate skills and technical manpower resources to the NASAKASECO whenever required by the latter's livelihood and entrepreneurship activities in support of their new rural community tourism project;
2. Inform the NASAKASECO of any needed supplies and/or materials required by EVSU experts and personnel in the conduct of various skills training and technical assistance.
3. The EVSU shall recommend to the NASAKASECO of possible and potential programs of the University related to various areas of development;

**B. RESPONSIBILITIES OF THE NASAKASECO**

1. Inform and coordinate with EVSU the conduct of livelihood and entrepreneurship programs and projects that will require necessary technical assistance from EVSU in "Lake Dao Bahay Kawilan";
2. The NASAKASECO shall ensure the availability of supplies and/or materials to be used by the EVSU personnel when extending skills and technical assistance;
3. The NASAKASECO shall ensure the security and safety of the skills and technical manpower resources sent by EVSU to any of the program and projects implemented in the LGU.
4. The NASAKASECO shall provide meals and accommodation to EVSU trainers and development experts whenever needed.
5. The NASAKASECO shall suggest to EVSU regarding possible research and development and extension interventions as needed by the Cooperative.



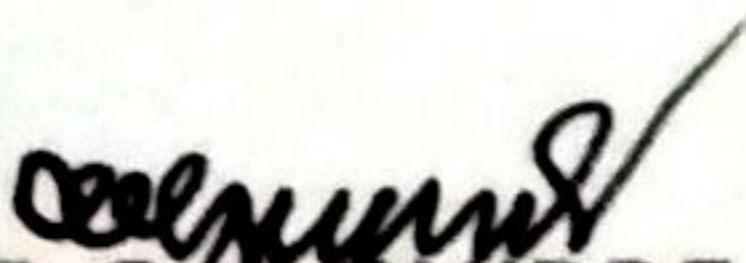
**C. UNDER THIS AGREEMENT, THE FOLLOWING TERMS AND CONDITIONS ARE LIKEWISE INCLUDED:**

1. It is expressly understood that there will be no employer-employee relationship between the NASAKASECO and EVSU personnel in extending assistance. No compensation shall be paid to EVSU by the NASAKASECO.
2. EVSU shall defend, indemnify and hold the NASAKASECO 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 NASAKASECO.

**D. EFFECTIVITY**

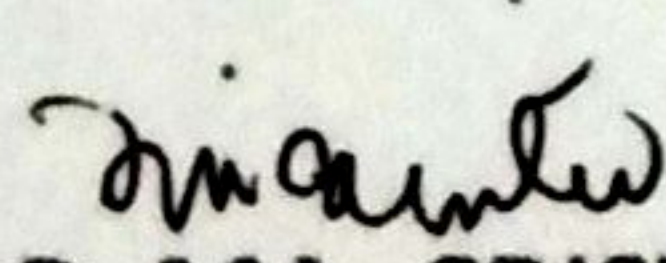
The Agreement shall be effective, valid and binding for three (3) years from the date of signing by the contracting partners without prejudice to the revision or modification of any or some of the provisions which may hereinafter be agreed upon the contracting parties that such provision or modification 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.

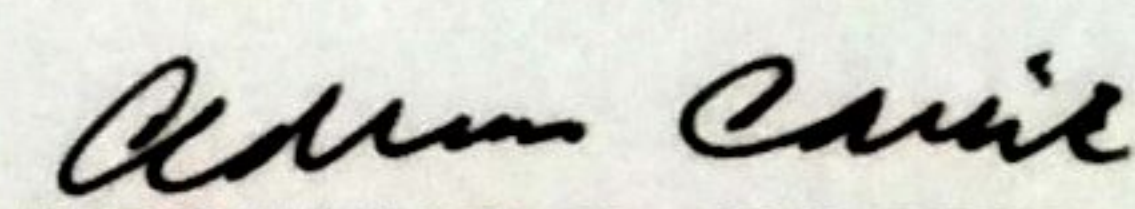
By the Authority of the Board of Regents:

  
**DR. DOMINADOR O. AGUIRRE, JR.**  
President  
Eastern Visayas State University

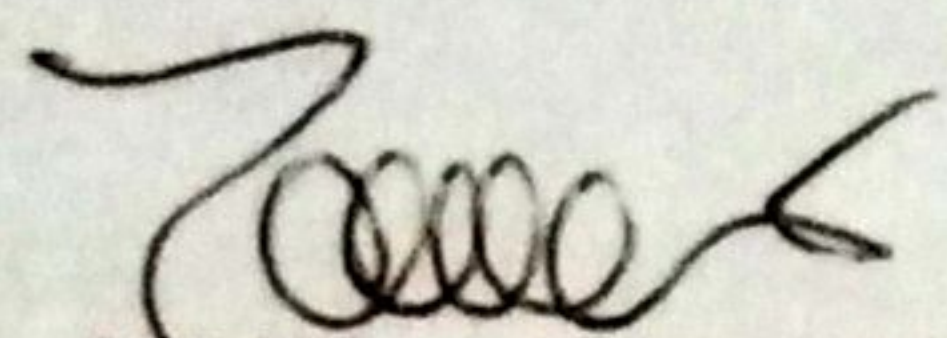
  
**MR. RENE B. DUMAGUIT**  
Chairman, NASAKASECO  
Brgy. Sabang Daguitan, Dulag Leyte

**SIGNED IN THE PRESENCE OF:**

  
**DR. MA. CRISTINA I. CAINTIC**  
Vice-President for Research and Development  
and Extension Services

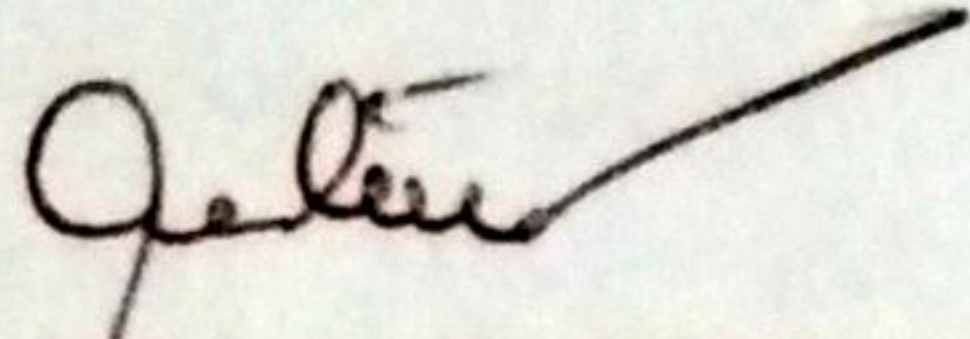
  
**MR. ADRIANO P. CASTIL**  
Manager, Surf Camp Sabang Daguitan





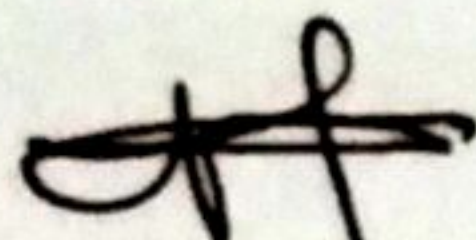
**PROF. FAUSTITO A. AURE**

Director, Extension Services



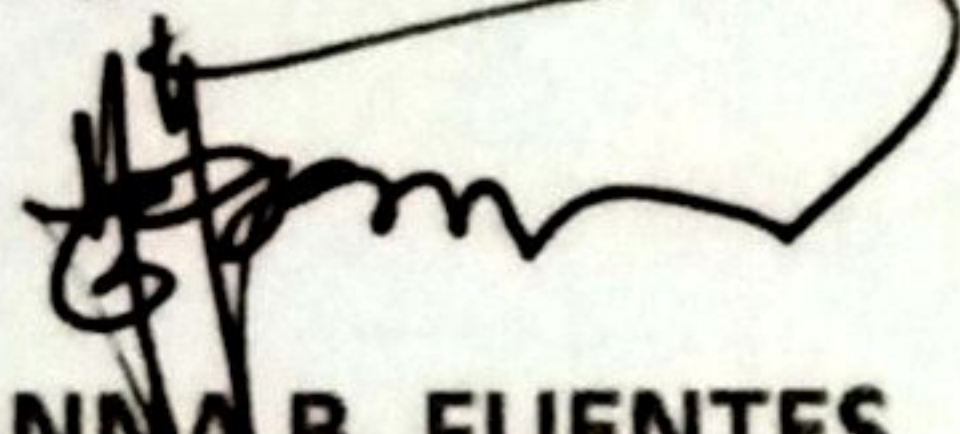
**DR. HILARIA L. BUSTAMANTE**

Dean, College of Technology



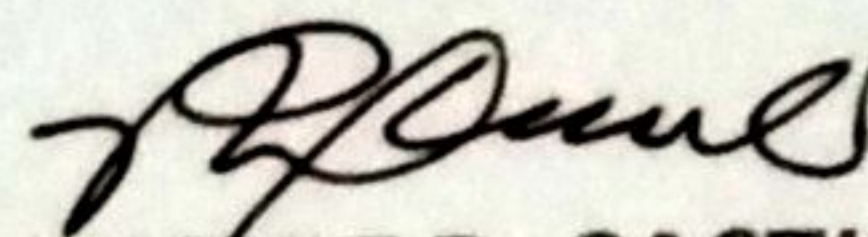
**DR. ANABELLE PILAPIL**

Dean, College of Engineering



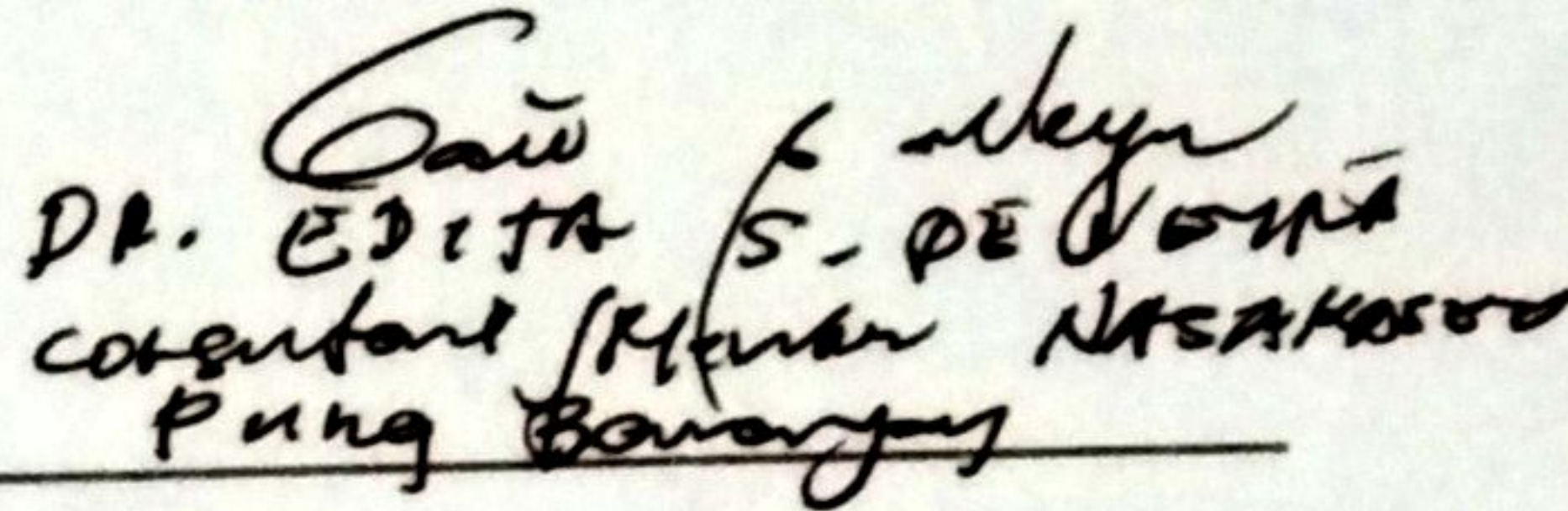
**AR. DEANNA B. FUENTES**

Dean, College of Architecture  
And Allied Discipline



**DR. ROTCHIE P. CASTIL**

Consultant/ Member- NASAKASECO

  
DR. EDITA S. DE VERNA  
Consultant/ Member NASAKASECO  
Pangasinan

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ACKNOWLEDGEMENT

Republic of the Philippines)  
Tacloban City ) SS

OCT 13 2020

BEFORE ME, a Notary Public for and in Tacloban City, Philippines, this \_\_\_\_\_ Day of \_\_\_\_\_  
2020, personally appeared

| NAME                          | EVIDENCE OF IDENTITY | DATE ISSUED PLACE OF ISSUANCE   |
|-------------------------------|----------------------|---------------------------------|
| DR. DOMINADOR O. AGUIRRE, JR. | EVSU I.D # A102494DO | January 1, 2013 / Tacloban City |
| MR. RENE B. DUMAGUIT          |                      |                                 |

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. 290  
Page No. 59  
Book No. 1  
Series No. 2020

*[Signature]*  
FAYE GLADYS M. TEBRERO  
NOTARY PUBLIC  
For Tacloban City, Province of Leyte  
NC No. 2020-01-33 until December 31, 2021  
Roll No. 53206 IBP Receipt No. 096854/ 12-09-2019 for MD 2020  
PTR No. 3921024/12-13-2019/Leyte for CY 2020  
P6, B4, L12, V&G Subd. Tacloban City, 6500  
MCLE Compliance No. VI-0016815 valid until April 14, 2022

