

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENT:

This **MEMORANDUM OF UNDERSTANDING** made and entered into at Tacloban City, Philippines on _____ 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 **TZU CHI FOUNDATION, PHILIPPINES**, represented by its Deputy Chief Executive Officer, **ALFREDO T. LI**, hereinafter to as **TZU CHI FOUNDATION**.

WITNESSETH:

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

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

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

WHEREAS, the **Tzu Chi Foundation** is enjoined to develop linkage and networking with academic and other institutions to meet its goal of income generation for its constituents;

WHEREAS, the **Tzu Chi Foundation** in its intention of providing livelihood and job opportunities to various sectors of the region engage in meaningful partnership with EVSU 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 shall provide available skills and technical manpower resources to the **TZU CHI FOUNDATION** whenever required by the latter's livelihood and entrepreneurship program and projects;

2. The EVSU shall inform the **TZU CHI FOUNDATION** of possible and potential program of the University related to livelihood and entrepreneurship;

B. RESPONSIBILITIES OF THE TZU CHI FOUNDATION, PHILIPPINES

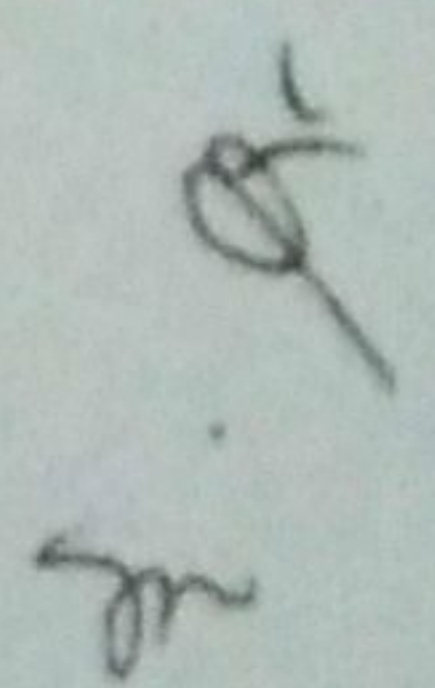
1. Inform and coordinate with EVSU the conduct of livelihood and entrepreneurship programs and projects that will require necessary technical assistance from EVSU;
2. The **TZU CHI FOUNDATION** shall ensure the security of the skills and technical manpower resources sent by EVSU to any of the program and projects implemented by the **TZU CHI FOUNDATION**.

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

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

D. EFFECTIVITY

The Understanding shall be effective, valid and binding for **two (2) 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 Understanding. Nothing may prevent any of the contracting parties from terminating this Understanding for any justifiable reason upon fifteen (15) days of notice.



Dominador O. Aguirre, Jr.
DOMINADOR O. AGUIRRE, JR. DM
President
Eastern Visayas State University

And

Alfredo T. Li
ALFREDO T. LI
Deputy CEO
Tzu Chi Foundation, Philippines

SIGNED IN THE PRESENCE OF:

Ma. Cristina I. Caintic
DR. MA. CRISTINA I. CAINTIC
Vice-President for Research and
Extension

Aida L. Cornito
AIDA L. CORNITO
Tzu Chi Foundation-Ormoc
In-charge

Proe Faustito A. Aure
PROE FAUSTITO A. AURE
Director, Extension Services

Lolita C. Badilla, MAVEd.
LOLITA C. BADILLA, MAVEd.
Head, Extension Services, EVSU - OCC

ac

ACKNOWLEDGEMENT

Republic of the Philippines)
Tacloban City) SS

MAR 04 2020

BEFORE ME, a Notary Public for and in Tacloban City, Philippines, this _____ Day
of _____ 2019, personally appeared

NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DOMINADOR O. AGUIRRE, JR.		
ALFREDO T. LI		

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. 281
Page No. 57
Book No. XIX
Series No. 1020

ATTY. RANDOLPH P. BAQUIANO
NOTARY PUBLIC
REG. NO. ORA-19-12-10
UNTIL DECEMBER 31, 2021
Purok Nangle, Brgy. Alegria
Ormoc City, Leyte
Tel. No. 255-8111
IDP No. 094677 - 11/12/19
IDP No. 6158968 - 12/06/19
IDP No. 216-434-537-300
Roll No. 97399