

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT

This **MEMORANDUM OF AGREEMENT** made and entered into at Tacloban City, Philippines on October 31, 2018 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 **PHILIPPINE NATIONAL POLICE – REGIONAL COMMUNICATIONS AND ELECTRONICS OFFICE 8** of Palo, Leyte, represented by its Chief, **PCINSP MARCIANO M. TUBALLAS, JR.**, hereinafter referred to as **PHILIPPINE NATIONAL POLICE – REGIONAL COMMUNICATIONS AND ELECTRONICS OFFICE 8**.

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 extension services program to its immediate communities and to its development partners and identified clients;

WHEREAS, the **Philippine National Police – Regional Communications and Electronics Office 8** is enjoined to develop linkage and networking with academic and other institutions to meets its goal of improving its operation for a better services to its constituents;

WHEREAS, the **Philippine National Police – Regional Communications and Electronics Office 8** in its intention of satisfying the production operation to cater the needs of the customers, and optimizing the resources provided by the Government, there is a need to engage a meaningful partnership with **EVSU** for technical skills assistance and consultancy specifically, but not limited to on the field of Information Technology.

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

A. RESPONSIBILITIES OF EVSU

1. The **EVSU** shall provide available skills and technical manpower resources to the IT Department whenever required by the latter's good governance and projects;

2. Inform Philippine National Police – Regional Communications and Electronics Office 8 of any supplies or materials required by its personnel in the conduct of skills and technical assistance.
3. The EVSU shall inform the Philippine National Police – Regional Communications and Electronics Office 8 of possible and potential program of the University related to operations improvement, and good governance;

B. RESPONSIBILITIES OF THE PHILIPPINE NATIONAL POLICE – REGIONAL COMMUNICATIONS AND ELECTRONICS OFFICE 8

1. Inform and coordinate with EVSU the conduct of operation improvement, good governance, and projects that will require necessary technical assistance from EVSU;
2. The Philippine National Police – Regional Communications and Electronics Office 8 shall ensure the availability of supplies and/ or materials to be used by the EVSU personnel when extending skills and technical assistance to IT activities,
3. The Philippine National Police – Regional Communications and Electronics Office 8 shall ensure the security of the skills and technical manpower resources sent by EVSU to any of the program and projects implemented by the IT Department.

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 Philippine National Police – Regional Communications and Electronics Office 8 and EVSU personnel extending assistance. No compensation shall be paid to the latter;
2. **EVSU** shall defend, indemnify and hold the Philippine National Police – Regional Communications and Electronics Office 8 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 cause by the sole negligence of the IT Department.

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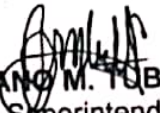
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D. EFFECTIVELY

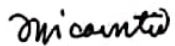
The Agreement shall be effective, valid and binding for **five (5) years** from the date of signing by the contracting partners without prejudice to the revision or modification of any or some of provisions which may hereinafter be agreed upon the contracting parties that such provision or modification 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.

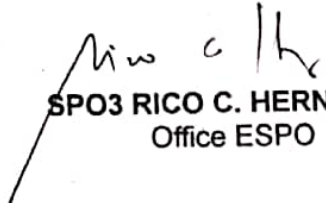
By the Authority of the Board of Regents:


DR. DOMINADOR O. AGUIRRE, JR.
President
Eastern Visayas state University


PCINSP MARCIANO M. TUBALLAS, JR.
Police Superintendent
Chief, Regional Communications
and Electronics Office 8

SIGNED IN THE PRESENCE OF:


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


SPO3 RICO C. HERNANDEZ
Office ESPO


PROF. FAUSTITO A. AURE
Director Extension Services

ACKNOWLEDGEMENT

Republic of the Philippines)
Tacloban City) SS

BEFORE ME, a Notary Public for and in Tacloban City, Philippines, this October Day of 31, 2018, personally appeared

NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DR. DOMINADOR O. AGUIRRE, JR.	EVSU 10 A102494D0	OCTOBER 24, 1994 EVSU TACLOBAN CITY
PCINSP MARCIANO M. TUBALLAS, JR.		

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. 114
Page No. 27
Book No. 367
Series No. 1014


ATTY. DOMINADOR O. AGUIRRE, JR.
NOTARY PUBLIC
TILL DECEMBER 31, 2018
REG. NO. 767920