

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Memorandum of Agreement (MOA) executed this 4TH day of September at 2017, by and between:

CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS (CRS-USCCB), Philippine Program, a non-profit development agency operating in the Philippines with office address at 2nd flr. CBCP Building, 470 General Luna St., Intramuros, 1002 Manila, represented by **MATTHEW MCGARRY**, Country Representative, and hereinafter referred to as **CRS**;

and

Eastern Visayas State University (EVSU) a Leading State University in Technological and Professional Education, with office address Salazar Street, Quarry District, Tacloban City 6500 Philippines, represented by **DOMINADOR O. AGUIRRE, JR., D.M.**, and hereinafter referred to as **EVSU**.

WITNESSETH, That:

WHEREAS, CRS carries out the commitment of the Bishops of the United States to assist the poor and vulnerable overseas. CRS is motivated by the Gospel of Jesus Christ to cherish, preserve and uphold the sacredness and dignity of all human life, foster charity, and justice, and embody Catholic social and moral teaching as CRS acts to:

- a. Promote human development by responding to major emergencies, fighting disease and poverty, and nurturing peaceful and just societies; and,
- b. Serve Catholics in the US as they live their faith in solidarity with their brothers and sisters around the world.

As part of the universal mission of the Catholic Church, CRS works with local, national and international Catholic institutions and structures, as well as other organizations, to assist people on the basis of need, not creed, race or nationality;

WHEREAS, EVSU's Vision is to be a leading state university in technological and professional education;

WHEREAS, EVSU's Mission is to develop a strong technologically and professionally competent productive human resource imbued with positive values needed to propel sustainable development;

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

WHEREAS, EVSU is mandated with four major functions of 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, on November 8th, 2013, Typhoon Haiyan, and the related storm surge caused catastrophic devastation in Tacloban City. In the district of Anibong (Tacloban City), Typhoon Haiyan caused hundreds of human losses and destroyed the clear majority of houses as well as community infrastructures;

WHEREAS, The Philippines' National Government endorsed a 40m No-Dwell-Zone (NDZ) from the high-water mark of the Typhoon, to be implemented by local government units (LGUs) in all areas affected by Typhoon Haiyan, to prevent any residential dwellings from being built within the NDZ, based on Article 51 of the Presidential Decree No. 1067 or the Water Code of the Philippines (1976);

WHEREAS, the Tacloban Recovery and Rehabilitation Plan March 2014, targets more than 15,000 households from the NDZ or hazardous areas of Tacloban City for permanent resettlement to safer areas within or near Tacloban City;

WHEREAS, CRS is implementing the Anibong Resettlement Project (ARP) in Tacloban City, in partnership with the Archbishop of Palo, with the endorsement of the Tacloban City Government, and in coordination with the City Housing office of Tacloban City. This project is in response to Typhoon Haiyan, and is part of CRS' long-term strategy to assist the local government and affected populations to rebuild their communities and lives;

WHEREAS, CRS proposes to target 900 families from the Anibong District for safe relocation, and to provide a pathway for landownership, permanent housing and access to basic services;

WHEREAS, CRS aims to achieve the following goal by November 2018: households from Anibong live in more resilient communities. To achieve this goal, CRS has set the following strategic objectives: 1) Anibong community members are organized and working towards living in more resilient communities of their preference, 2) targeted resettlement residents manage land and community structures in a new location, and 3) targeted resettlement residents live in safer, more resilient housing and community

WHEREAS, CRS has purchased, through its local partner, the Roman Catholic Archbishop of Palo, Inc., 163,212 square meters of residential land in Tacloban City, (Lot Nos. 4281-A and 4285-A) situated in the Barangay 93, Bagacay, Tacloban City, for the sole purpose of the resettlement of the aforementioned 900 families;

WHEREAS, CRS is interested to participate in EVSU's Extension Program by offering opportunities to fourth year Architecture students to be involved in the abovementioned Anibong Resettlement Project;

NOW, THEREFORE, for and in consideration of the above premises, and upon the terms and conditions herein set forth, the parties hereby agree, and have agreed as follows:

ARTICLE I - PARTNERSHIP

Section 1.1 Partnership Period. The project shall be implemented by the EVSU Architecture Students through the College of Architecture and Allied Discipline from **September 4, 2017 to February 28, 2018**.

Section 1.2. Project Documents. The financial support of CRS to EVSU shall be used exclusively for the purpose(s) and according to the goal and objectives as set forth in the attached project proposal (See Annex A) and Objectives (below). The proposal will be maintained in the files of both EVSU and CRS and shall be treated as among the official project documents for all future references.

Section 1.3. Amount of Support. CRS will provide a "meal package" to the students involved in the collaboration with the ARP; based from the number of hours spent with both individual families beneficiaries of the project, and in the development of the technical drawings and details of the housing, as follows:

- 1) Up to 2 hours per day, Php 60.00,
- 2) From 2 hours to 5 hours per day, Php 120.00,
- 3) From 5 hours to 8 hours per day, Php 180.00.

[Handwritten signatures and initials on the right margin]

3) From 5 hours to 8 hours per day, Php 180.00.

ARTICLE II –OBJECTIVES

OBJECTIVES: At the end of December 30th, 2017, EVSU and CRS have achieved the following deliverables:

Objective 1: 900 family beneficiaries of the Anibong Resettlement Project have access to individual architecture services, layouts (plan, view, section, 3D of interior and exterior) and technical specifications (Bill of Quantities, Bill of Materials, and cost estimates) to adapt their housing unit into their individual needs and preferences.

Objective 2: Architecture students involved in the collaboration have developed technical skills and experience in engaging with clients, adapted design and social architecture.

ARTICLE III - IMPLEMENTATION

Section 3.1. Program Management. The collaboration will be directly managed by the CRS Program Manager and the EVSU Extension Services Director (Program Coordinator). The collaboration will focus on the interaction between Architecture students and ARP Beneficiaries, to adapt the different housing typologies, already defined by CRS and Community representatives, to the specific needs of the families. Students and ARP Beneficiaries will individually meet at the EVSU Campus to identify family needs in the interior design and other specifics of the unit. EVSU students will further develop the housing designs and technical specification (as described in the Annex B) and present to CRS and the ARP beneficiaries the layouts and technical information of the adapted housing units.

ARTICLE IV- PAYMENTS

Section 4.1. Procedures.

The payment of the time provided to this collaboration will be based from the timesheets (template Annex C) regularly prepared by EVSU students, and verified by the CRS' Community Architect through the schedules of meetings with the Families and outputs delivered

Payment will be done on a bi-monthly basis, through *Eight Under Par (Pawnshop Operator) Inc., Tacloban Real One Palawan Branch*. EVSU students will be requested to present a Valid ID when claiming payments. The processing of the payment will not take more than 5 days, from the submission of the signed and approved timesheet to the actual payment.

ARTICLE V- GUARANTEES

Section 5.1. Safety. It is EVSU's responsibility to comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the safety of persons or property or to protect them from damage, injury or loss.

Section 5.2. Injury or Damage. It is understood that EVSU personnel and students engaged in this project are not employees of CRS or its donors and neither of the latter shall be responsible for personal and property injury or damage caused or sustained by said personnel and students.

Section 5.3 Responsibility. Participation of EVSU's Architecture Students is primarily on the production of drawing and other related technical services based on the individual needs and preferences of the beneficiaries and under the direct supervision of the Technical Staff of CRS. It is understood that CRS is the author of the Design of the Proposed Project. As such, CRS shall be liable or responsible for any civil, criminal or administrative in nature, arising from the implementation of the Design and Construction of the Project or any of the project's activities.

ARTICLE VI- RESPONSIBILITIES

A. CRS

1. Shall assign a staff to the project responsible for the monitoring and technical assistance to the EVSU students, as required.
2. Shall provide the agreed project funds for the implementation of the project subject to their availability.
3. Shall provide EVSU with the 'job description' of the Architecture Students (see AnnexD)
4. Shall provide EVSU with the schedule of availability of CRS beneficiaries (Households from Anibong) upon receiving the schedule of availability of EVSU Architecture Students.
5. Ensure that students undergo the training, orientation and necessary briefing related to their assignment, and provide the students with work or activities that are varied and challenging as stipulated in the job description;
6. Provide students with a formal training and orientation on the Anibong Resettlement Project or specific training schedule related to the activity of the Project/ Program;
7. Designate a licensed CRS Community Architect who will coordinate with EVSU the various activities under this program. CRS' Community Architect will perform as the immediate supervisor who will monitor and discuss the performance of the students, every fifteen days, for the duration of the assignment;
8. Ensure a safe and conducive working environment for the students;
9. Expose the students to the various stakeholders of the organization;
10. Provide "meal package" to the students as specified in Section 4. 1 of this Agreement.
11. Inform EVSU, through the "Extension Program Coordinator", other matters related to the assignment of the students and their performance in the expected outputs
12. Provide the certificate of contribution (testimonial letter) to the students at the end of their assignment. Find the template of this certificate in Annex D.

B. EVSU

1. Recommend Architecture students who will be involved in this partnership project with CRS under the management of EVSU Extension Services Program Coordinator.
2. Provide the space, room or venue for the consultation- session between CRS beneficiaries (Households of Anibong) and the Architecture Students at the EVSU Campus
3. Provide the schedule of availability of the students to be engaged in Extension Services Program with CRS. The schedule will be in detail, complete with list of name of the students and time frame of their availability.
4. Designate Arch. Andres Abusman, Dean of CAAD as Program Coordinator who will coordinate with CRS on the various activities under this partnership project;
5. Inform CRS, through the Coordinator, other matters related to the management of 'Extension Services Program'; and
6. Together with CRS, to promote the importance of architectural and engineering inputs in the design and construction of quality resilient houses, particularly in Tacloban city which is one of the most prone Typhoon and storm- surge area in Philippines.

ARTICLE VII- AMENDMENTS

Section 7.1. Changes/Amendments Both parties shall agree in writing on any changes/amendments in this agreement as deemed necessary to improve project operations.

ARTICLE VIII- SUSPENSION, PRE-TERMINATION, TERMINATION

Section 8.1. Suspension, Pre-termination and Termination.

The parties may agree at any time to suspend or terminate this memorandum of agreement. In addition, CRS may suspend or terminate all or part of the memorandum of agreement unilaterally at any time for one or more of the following reasons: (1) non-compliance to the terms of this agreement (2) suspension or termination of funds (3) a written decision (with reasons) to suspend or terminate this agreement, a copy of which will be provided to EVSU, which is in the best interest of the program. The suspension or termination will be effected by written notification of the reason with thirty (30) day notice prior to be effective date of suspension or termination. The notice will detail the affected part (or all) of the period or activities under the memorandum of agreement. No further reimbursements shall be made after the effective date of suspension or termination.

ARTICLE IX - NOTICES

Section 9.1..Except as otherwise specifically provided under this Agreement, all notices and other communications required or permitted hereunder to be given in writing shall be addressed as, and directed to, the person(s) set forth below. All notices and other communications shall be effective when delivered and will be considered delivered (i) when sent if personally delivered, by facsimile to the correct fax number or by email to the correct email address; (ii) upon receipt when dispatched by courier, return receipt requested; or (iii) five (5) calendar days after deposit with the postal service, postage prepaid, registered mail, return receipt requested, addressed to the correct address. Each Party shall have the right to change its contact person or address for notice hereunder.

If to CRS:

RENEE LAMBERT CRS' Head of Office

Address: 3rd Floor Philam Life Tacloban Building, J. Romualdez corner P. Paterno Street, Barangay 25, Tacloban City. Philippines

Tel: **09175899126**

Email: **renee.lambert@crs.org**

with a copy to (which shall not be considered notice under this Agreement):

MIKEL LARRAZA CRS' Anibong resettlement Program Manager

Email: **mikel.laraza@crs.org**

If to EVSU:

ARCH. ANDRES ABUSMAN, UAP, Program Coordinator

Dean, College of Architecture and Allied Discipline

Address: Eastern Visayas State University, Bishop Lino Gonzaga Avenue
Quarry District Tacloban City

Tel No.: **09206398889**

Email: **evsucaad2012@gmail.com**

with a copy to (which shall not be considered notice under this Agreement):

Arch. Ronald Amigo., CAAD Extension Coordinator

Email: **amigorg14@yahoo.com.ph**

ARTICLE X – GENERAL PROVISIONS

Section 10.1. Non employer-employee relationship. It is expressly understood that there will be no employer-employee relationship between the CRS and EVSU personnel extending assistance. No compensation shall be paid to the latter from CRS other than the food allowances mentioned in Section 1.3.

Section 10.2 Scope of work. EVSU through the Program Coordinator shall see to it that the students complete the agreed scope of work within the agreed duration of the program;

Section 10.3 Certification regarding Unlawful Violence and Terrorism. CRS and EVSU certify that they do not and will not provide financial or material support to any individual or organization that is known to have advocated, sponsored, or engaged in unlawful violence or terrorist activity.

Section 10.4 Anti-Prostitution and Sex Trafficking Certification. CRS and EVSU certify that they oppose prostitution and sex trafficking. We further certify that we will not provide financial or material support to individuals or organizations that promote prostitution, human trafficking or exploitation of any person regardless of sex, age, location, creed or race.

Section 10.5 Intangible/Intellectual Property. EVSU may copyright any copyrightable work developed for the project. However, CRS reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes and to authorize others to do so. With respect to data first produced under the project, CRS has the right to obtain, reproduce, publish or otherwise use such data, and to authorize others to receive, reproduce, publish or otherwise use such data for Federal purpose. EVSU shall use such works and data for authorized purposes or for purposes of its business in as long as such works and data are used solely to advance EVSU's scientific mission, and shall not use them without prior CRS approval.

It is expressly understood by EVSU, and the students that all information on CRS project including building housing and site development technology, detail design process, quality assurance/ quality control methodologies, program concept, drawing documents, structural analysis, building material purchasing, land tenure, land amortization and all other related documents, manuals, and operational or technical matters that CRS shall make available to them, shall be used for the sole purpose of the students tasks. All of these matters are classified as confidential in nature and proprietary to CRS and the students hereby undertake to prevent transfer of such information by any of its members to any party outside of CRS without the knowledge and written consent of CRS. The students on the program extension hereby acknowledge this condition specifically after having read and affixed their individual signatures to the CONFIDENTIALITY AGREEMENT (Annex D), a sample of which is attached herewith, which forms part of this Agreement;

In preparing reports and other deliverables, EVSU shall not use any matter that may have been or is being copyrighted or otherwise legally protected by any other person unless prior written authorization for such use is provided by the original data owner. Any previously developed works, data, methods, products, material developed, copyrighted or owned by either party shall remain the sole property of each party and shall not be covered under this provision of this Memorandum.

Any intellectual property owned by the parties prior to this agreement shall continue to be owned by them. The students cannot use any confidential information or data from the company to create intellectual property without the express written approval of the company;

Any intellectual property independently created by the students during the period covered by this Memorandum of Agreement shall be exclusively owned by the students. Should CRS provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be determined by agreement of the parties which shall be embodied in a separate written agreement; and,

In case the students jointly creates intellectual property with a person employed by CRS the intellectual property shall belong to the students and CRS jointly in equal shares, unless the parties agree on a different proportion of ownership.

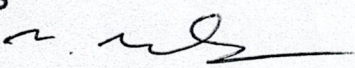
Section 10.6 Branding and Marking. EVSU shall comply with the CRS Standard Provision, regulations and policies, as well as the approved Branding Strategy and Marking Plan for the Program. Guidelines on the use of CRS Logo are the following: [1] Need prior approval for the use of Logo and CRS has to see the final layout of the design.

Section 10.7 Public Communications. (1) EVSU shall obtain CRS approval before issuing public communications relating to the project or discussing project activities with journalists. If prior approval is impracticable, EVSU shall notify CRS immediately thereafter, and issue any corrections or elaborations requested by CRS. Contact on these matters shall be with, and all copies of materials or information furnished to, CRS. Public communications and other documents in connection with or describing the project shall, unless otherwise requested or instructed, acknowledge the role of CRS.

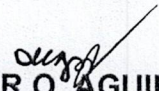
Section 10.8 Ethics and Integrity. EVSU (including its officers, directors and personnel) shall observe the highest standards of ethics and integrity, avoid corrupt, fraudulent or otherwise improper or unseemly practices or the appearance thereof, and immediately dissociate itself from and take corrective action regarding any such practices that may nevertheless occur. Safeguards shall be established to prohibit personnel from using their position for personal gain or from being affected by personal or organizational conflict of interest or personal gain. If an issue arises as to any of the foregoing, Partner shall promptly notify CRS in writing of the issue, pertinent facts and conclusions, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be deemed noncompliance with the Sub-award.

IN WITNESS WHEREOF, the parties have hereunto set their hand at the place and date first above-written.

**Catholic Relief Services-USCCB
CRS**

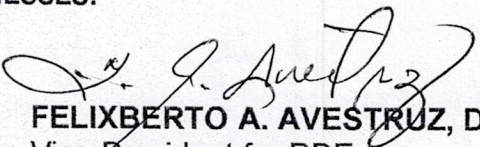

MATTHEW MCGARRY
Country Representative

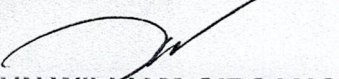
**Eastern Visayas State University
EVSU**

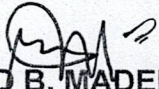

DOMINADOR O. AGUIRRE, JR., D.M.
University President

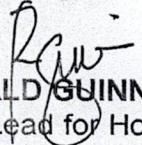
WITNESSES:

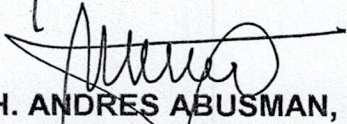

MIKEL LARRAZA
Program Manager


FELIXBERTO A. AVESTRUZ, D.M.
Vice-President for RDE


JOHN WILLIAM GIRSANG
Technical Advisor Housing and Urban
Planning


RONALD B. MADERA, Ph.D.
Director, Extension Services


RONALD GUINN
CF - Lead for Housing & Urban Planning


ARCH. ANDRES ABUSMAN, UAP
Dean, College of Architecture and Allied
Discipline

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
IN THE CITY OF TACLOBAN) S.S.
X-----X

BEFORE ME, a Notary Public in the city of TACLOBAN CITY, this SEP 14 2017 at TACLOBAN CITY, personally appeared before me the following persons, with their respective Passport/CTC Number to wit:

Name	Passport/Company ID No.	Date/ Place of Issue
MATTHEW MCGARRY	488708641	March 30, 2012, USA
DR. DOMINADOR O. AGUIRRE, JR.	A102494DO	Tacloban City

Known to me to be the same persons who executed the foregoing instrument and they acknowledged before me the same is their free act and voluntary deed.

This instrument consists of _____ () pages including page of which this acknowledgement is made and signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place stated above.

Doc. No. 393;
Page No. 79;
Book No. 1;
Series of 2017.

ATTY. PEDRO B. PANIS
NOTARY PUBLIC
UNIVERSITY OF TACLOBAN
PTR NO. 7569498
ISSUED AT TACLOBAN CITY
ON JANUARY 6, 2017
TIN NO. 113-868-653