

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENT:

This **Memorandum of Agreement** ('MOA'), made and entered into at Tacloban City, Philippines and, virtually, from Occoquan, Virginia, USA on **November 19, 2020** by and between:

SIDE BY SIDE ALLIANCE, INC. with principal address at 210 Brawners Farm Place, PO Box 447, Occoquan, VA, USA 22125, represented herein by its Executive Director, **LAURA J. BARBEE**, hereunto duly authorized and referred to as **SIDE BY SIDE ALLIANCE**,

and

the **EASTERN VISAYAS STATE UNIVERSITY** in Tacloban City, represented by its President, **DR. DOMINADOR O. AGUIRRE, JR.**, hereinafter referred to as **EVSU**.

WITNESSETH THAT:

WHEREAS, SIDE BY SIDE ALLIANCE is an international NGO that seeks to come alongside impoverished communities in the Philippines and help the residents therein to break free from the cycle of poverty by collectively recognizing the good that already exists in these communities and collaborating on solutions that result in long-term, sustainable livelihoods and real hope for a brighter future;

WHEREAS, the vision of SIDE BY SIDE ALLIANCE is to see healthy, resilient communities in the rural areas of the Eastern Visayas where residents are free from the bondage of generational poverty, working towards achieving economic productivity, and growing in their capacity to provide the necessities of life for themselves and their families;

WHEREAS, SIDE BY SIDE ALLIANCE recognizes the benefit of forming partnerships with other existing Filipino organizations and institutions for the fulfillment of its vision of assisting impoverished communities in the Eastern Visayas to become healthy and resilient places wherein residents are growing in economic freedom and are able to make decisions for themselves and their futures;

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

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

WHEREAS, EVSU is mandated to implement extension services programs to its immediate communities and to its development partners and identified clients.

WHEREAS, SIDE BY SIDE ALLIANCE desires specifically to enter into a working partnership with **EVSU** to provide the technical training, skills mastery, and instruction necessary to achieve **SIDE BY SIDE ALLIANCE**'s mission of preparing residents in partner-communities for economic productivity through sustainable livelihoods;

WHEREAS, SIDE BY SIDE ALLIANCE and **EVSU** (herein collectively referred to as the '**PARTIES**'), recognize the importance of collaborative partnerships as a primary means of successful planning, implementation, and evaluation of transformational community development.

NOW THEREFORE, for and in consideration of the foregoing premises, **THE PARTIES** hereby declare and agree to undertake the program according to the following terms and conditions:

I. SCOPE AND PURPOSE

The purpose of this **MOA** is to provide a framework of partnership by which **SIDE BY SIDE ALLIANCE** and **EVSU** shall work and collaborate on the specified training program called

Signature of Laura J. Barbée

Signature of Dr. Dominador O. Aguirre, Jr.

Signature of [Unreadable]

Signature of Laura J. Barbée

IMPACT (International Mobilization of Partners for Action, Compassion, & Transformation) which includes trainings in carpentry, masonry, steelworks, and plumbing.

II. DUTIES AND RESPONSIBILITIES

A. SIDE BY SIDE ALLIANCE shall:

1. Inform and coordinate with **EVSU** related to all joint projects requiring necessary technical assistance from **EVSU**.
2. Collaborate with **EVSU** regarding the final selection of the partner-community wherein these trainings will take place.
3. Ensure availability of agreed upon supplies and materials to be used by **EVSU** personnel when extending skill and technical assistance in partner-community trainings.
4. Provide assistance to **EVSU** and residents in the partner-community to enable the successful implementation of the trainings.
5. Coordinate and provide transportation and meals for the **EVSU** personnel involved in training sessions in the partner-communities.
6. Communicate the safety and security needs to the **LGU** and **barangay leadership** in any area where manpower resources are sent by **EVSU** to any program or project implemented jointly by the **College of Engineering** or any other **College of EVSU** and **SIDE BY SIDE ALLIANCE**.
7. Coordinate, by separate Agreement, with the **LGU** and **barangay leadership** to provide security and ensure, by all means available or necessary, the safety of all **EVSU** and **SIDE BY SIDE ALLIANCE** personnel carrying out the **IMPACT** program in partner-communities.

B. EVSU shall:

1. Provide appropriate skills and technical manpower resources needed to engage in field work activities and provide skills trainings in partnership with **SIDE BY SIDE ALLIANCE** and its partner-communities.
2. Inform **SIDE BY SIDE ALLIANCE** of supplies and materials required by **EVSU** personnel to conduct the technical and skills training in partner-communities. The amounts and types of materials will be agreed upon in advance by both **PARTIES** at the start of trainings and then purchased in time for training in each of the four skill areas over the 8-month training period of the **IMPACT** project.
3. Provide valuable and relevant inputs that will enhance the success and continuity of **IMPACT**'s interventions in the partner-communities.
4. Provide a focal person to work closely with **SIDE BY SIDE ALLIANCE** in the coordination of efforts related to the **IMPACT** project and to serve as **SIDE BY SIDE ALLIANCE**'s main point of contact with **EVSU** after initiation of any project.

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5. Inform **SIDE BY SIDE ALLIANCE** of any potential programs or offerings of the University related to the securing of viable and sustainable livelihoods for residents in partner-communities.
6. Provide assistance to **SIDE BY SIDE ALLIANCE** in the development of the **IMPACT** program and/or other initiatives to include:
 - a. The coordination of on-the-job training (OJT) activities or assignments with area contractors, establishments, and/or businesses for all participants who successfully complete the instruction portion of the **IMPACT** training.
 - b. Research activities, to include pre-assessment and post-assessment evaluations, providing a copy of the Final Research from the project to **SIDE BY SIDE ALLIANCE**.

III. PRINCIPLES

A. CONDUCT OF BUSINESS

1. EVSU acknowledges the following:

- a. EVSU is aware of the vision and mission of **SIDE BY SIDE ALLIANCE** (which can also be found at website: www.sidebysidealliance.org)
- b. EVSU is aware of **SIDE BY SIDE ALLIANCE**'s organizational values, listed here, and will work in a spirit of cooperation with **SIDE BY SIDE ALLIANCE** as the organization lives out its values:
 - i. Honesty – We will be honest with each other on our team and with everyone with whom we interact, and we expect others, likewise, to deal honestly with **SIDE BY SIDE ALLIANCE**.
 - ii. Respect – We will treat every person with respect, recognizing that every man, woman, and child is made in the image of God, and therefore, born with inherent dignity and worth.
 - iii. Compassion – God has a heart of compassion towards the poor, and He has called us to be kind and compassionate, as well—just as we want others to show compassion towards us.
 - iv. Hope – We strive to come alongside people struggling with the many implications of poverty (recognizing that we, too, struggle with difficult issues in our own lives), so that we can remind each other of the eternal hope that comes from placing our faith in the atoning sacrifice of Jesus Christ, our Savior, who died and was raised on the third day, that we might be reconciled to God.

B. WORKING RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood that there will be no employer-employee relationship between **SIDE BY SIDE ALLIANCE** and the EVSU personnel extending expertise and assistance in partner-communities. Accordingly, no compensation shall be paid to the EVSU personnel by **SIDE BY SIDE ALLIANCE** or any of its partners or donors.

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C. COMPLIANCE WITH LAWS

It is expected that **EVSU** and **SIDE BY SIDE ALLIANCE** will, in the performance of this Agreement, comply and ensure compliance by all related personnel, in accordance with all applicable Laws of the Philippines.

D. CHILD PROTECTION

The **PARTIES** (including all personnel, agents, sub-contractors, and any other party engaged in the performance of duties related to this or any project similarly undertaken) agree to abide by the principles of child protection and to comply with all provisions of existing child protection related national and international conventions and to comply with all pertinent local laws and regulations that address child welfare and protection.

E. GENDER EQUALITY

The **PARTIES** will abide by the basic principles of gender-equality within the programs and activities performed in accordance with this Agreement in the partner-communities. The **PARTIES** further agree to comply with the provisions of existing gender-related national and international conventions. More specifically, the **PARTIES** shall ensure that no gender-based discrimination takes place during the programming described in this Agreement.

F. ANTI-TERRORISM POLICY

Neither **PARTY** will provide support of any kind to a person or entity known to, or believed to, advocate for terrorism or engage in any terrorist activity whatsoever. Both **PARTIES** shall comply with all pertinent local laws and regulations that address terrorism and terrorist activity.

For the purpose of this Agreement, 'terrorist activity' refers to any violent act that is intended to:

- intimidate or coerce a civilian population;
- influence the policy of a local, regional, or national government by intimidation or coercion; or
- affect the conduct of the government by threatening or engaging in mass destruction, assassination, kidnapping, or hostage-taking.

Examples of violent acts intended to coerce civilian populations that may constitute 'terrorist activity' include: high-jacking or sabotaging a public transport vehicle; seizing or threatening to harm another person if a ransom is not paid; assassinations; and / or use of biological, chemical, nuclear, or other weapons of mass destruction.

G. COMPLIANCE WITH ANTI-BRIBERY LAWS

1. Both **PARTIES** recognize the illegal and morally unacceptable practice of making or accepting bribes in any form whatsoever. Both **PARTIES** will remain vigilant in this area and are knowledgeable about Anti-Bribery Laws applicable to the performance of this Agreement. Both **PARTIES** will comply with all such laws based on the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, the Asia Pacific Economic Cooperation (APEC), the Anti-Corruption Code for business, and all other applicable national, regional, provincial, state, municipal,

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or local laws/regulations that prohibit the bribery of, or the providing of, unlawful gratuities, facilitation payments, or other benefits to any Government Official or any other person.

2. Both **PARTIES** attest, by signing this document, that they have neither made, nor will make, any offer or authorization for any payment, gift, promise, or any other advantage, whether directly or through any other person or entity, to or for use or benefit of any Government Official or any other person where such payment, gift, promise, or other advantage would compromise this project and/or violate any Anti-Bribery Laws.
3. Both **PARTIES** agree to immediately notify the other if, in connection with this Agreement or the programming resulting from it, one **PARTY** receives, or becomes aware of, any request from a Government Official or any other person for any payment, gift, promise, or other advantage of the type described in the Anti-Bribery Laws of the Philippines.
4. Both **PARTIES** agree that neither will assert illegal or unethical influence on behalf of the other or on behalf of our partner-communities.

H. DATA PROTECTION

Both **PARTIES** shall be committed to safeguarding and honoring information gathered from residents in partner-communities, the BLGU, and LGU. Any personal data collected from the aforementioned will be maintained in secure ways, with only authorized personnel from **SIDE BY SIDE ALLIANCE** and **EVSU** having access to the information.

Neither **PARTY** will share or transfer any collected data with persons or organizations outside of this Agreement, without the express written permission of the person(s) involved.

IV. AMENDMENTS

Any amendment or modification to this Agreement may be made only upon mutual Agreement of the **PARTIES** and must be put in writing and duly executed by each of the **PARTIES** in the same manner as the execution of this Memorandum of Agreement.

V. INDEMNIFICATION CLAUSES

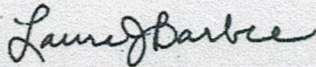
EVSU shall defend, indemnify, and hold harmless **SIDE BY SIDE ALLIANCE**, its officers, officials, employees, donors, and volunteers from any and all claims, injuries, damages, loss, or suits, including attorney fees, arising out of, or resulting from, the unintentional acts, errors, or omissions of **SIDE BY SIDE ALLIANCE** personnel in the performance of this Agreement, except for injuries and/or damages caused by the sole negligence of **SIDE BY SIDE ALLIANCE** personnel working on aforementioned project(s).

SIDE BY SIDE ALLIANCE shall defend, indemnify, and hold harmless **EVSU** personnel, its officers, faculty, and staff from any and all claims, injuries, damages, loss, or suits, including attorney fees, arising out of, or resulting from, the unintentional acts, errors, or omissions of **EVSU** personnel in the performance of this Agreement, except for injuries and/or damages caused by the sole negligence of **EVSU** personnel working on aforementioned project(s).

VI. TERMINATION OF AGREEMENT

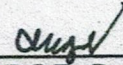
This Agreement shall be effective, valid, and binding for two (2) years from the date of signing by the contracting **PARTIES** without prejudice to the revision or modification of any or some of the provisions which may hereafter be agreed upon by the contracting **PARTIES**, given that such provisions or modifications are consistent with the original intent and purpose of this Agreement. Nothing may prevent either of the contracting **PARTIES** from terminating this Agreement for any justifiable reason upon fifteen (15) days of notice. Any notice of termination of this Agreement shall be made in writing by the **PARTY** withdrawing from the Agreement. The notice will then be acknowledged in writing by the receiving **PARTY**.

By the authority of the Founders and Board
of Directors of Side by Side Alliance, Inc:



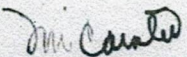
LAURA J. BARBEE
Executive Director
Side by Side Alliance, Inc.

By the authority of the Board of Regents
of Eastern Visayas State University

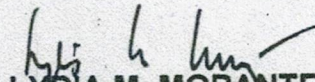


DR. DOMINADOR O. AGUIRRE, JR.
President
Eastern Visayas State University

SIGNED IN THE PRESENCE OF:



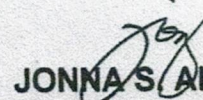
MA. CRISTINA I. CAINTIC, Ph.D.
Vice President for Planning, Research
and Development and Extension Services
EVSU



LYDIA M. MORANTE, DA
Dean, Graduate School
EVSU



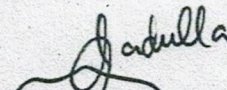
FAUSTITO A. AURE, MRD
Director, Extension Services
EVSU



JONNA S. ABRUGAR
Program Officer
Side by Side Alliance, Inc.



ANNABELLE B. PILAPIL, Ph.D.
Dean, College of Engineering
EVSU



MARY JANE M. DADULLA
Finance Officer
Side by Side Alliance, Inc.

ACKNOWLEDGEMENT

Republic of the Philippines
Tacloban City, Leyte

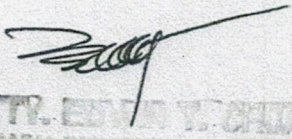
BEFORE ME, a Notary Public for and in Tacloban City, Philippines, personally appeared the following, who are identified by me through competent evidence of identity:

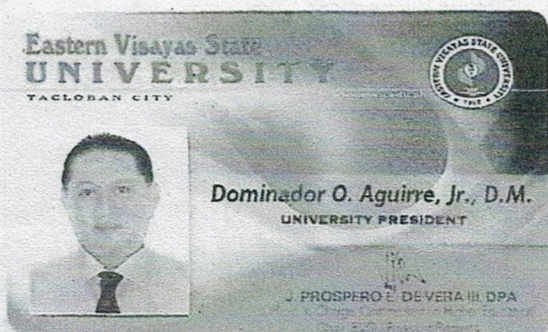
NAME	EVIDENCE OF IDENTITY	DATE ISSUED	PLACE OF ISSUANCE
DR. DOMINADOR O. AGUIRRE, JR.	EVSU 10 A102494DO	October 24, 1994	Tacloban City, Philippines
LAURA J. BARBEE	US Passport #590410322	October 02, 2018	USA

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 acknowledged to me that the same is their free act and deed.

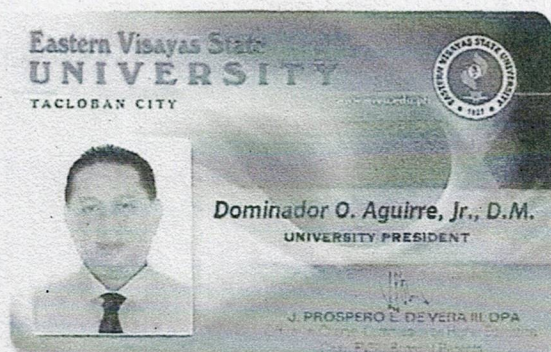
WITNESS MY HAND AND SEAL, at the place and on the date first above written.

Doc No. 02
Page No. 01
Book No. 79
Series No. 2020

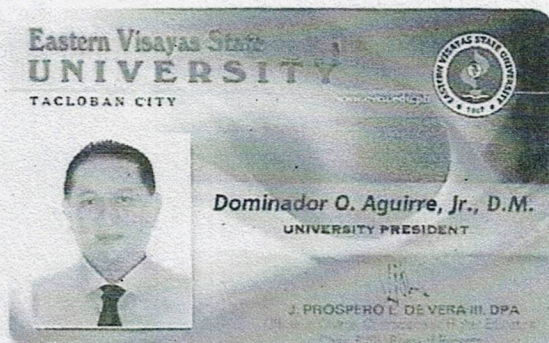

ATTY. EDMAR Y. CHUA
NOTARY PUBLIC UNTIL DEC. 31, 2027
CE No. 2015-01-70
ATA No. 703897
CCL No. 35352
SP No. 436783-LIFETIME MEMBER
TIN No. 12-000-520-000



EMPLOYEE NUMBER A102494DO	SIGNATURE <i>Dominador O. Aguirre, Jr.</i>
TIN 142-308-209	DEPARTMENT ADMINISTRATIVE
CRS NUMBER CRN-006-0063-8194-7	HOME ADDRESS LA UNION ST., KASSEL CITY SUBD. TACLOBAN CITY
TEL. NO. 09176184042	CONTACT PERSON IN CASE OF EMERGENCY DR. EVELYN B. AGUIRRE LNU, TACLOBAN CITY TEL. NO. 523-4381
HEIGHT 1.63 m.	WEIGHT 80 kg.
BLOOD TYPE "A"	BIRTH DATE MARCH 22, 1958



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SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR



Type / Type / Tipo Gender / Code / Código Passport No. / No dul Pasaport / No. del pasaporte

P

USA

590410322

Surname / Nom / Apellidos

BARBEE

Given Names / Prénoms / Nombres

LAURA JACKSON

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

20 Dec 1963

Place of birth / Lieu de naissance / Lugar de nacimiento

NORTH CAROLINA, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

02 Oct 2018

Date of expiration / Date d'expiration / Fecha de caducidad

01 Oct 2028

Endorsements / Mentions Spéciales / Anclaciones

SEE PAGE 27

Sex / Sexe / Sexo

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Authority / Autorité / Autoridad

United States

Department of State

P<USABARBEE<<LAURA<JACKSON<<<<<<<<<<<<<<<<
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PO Box 102, Tacloban City, Philippines 6500



PO Box 447, Occoquan, Virginia, USA 22125

Laura J. Barbee
Executive Director
Side by Side Alliance, Inc.
PO Box 447
Occoquan, Virginia
USA 22125

November 16, 2020

TO WHOM IT MAY CONCERN:

I am writing this letter to indicate that I give permission to Jonna S. Abrugar and/or Mary Jane M. Dadulla to use my electronic signature on a legally significant document, the Memorandum of Agreement between Side by Side Alliance, Inc. (SSA) and the Eastern Visayas State University (EVSU) on Thursday, November 19, 2020, at the Tacloban City campus of EVSU.

Further, I hereby authorize Jonna S. Abrugar and Mary Jane M. Dadulla to act on my behalf in all manners related to my electronic signing of aforementioned MOA between SSA and EVSU (i.e., receiving official copies of the agreement, verifying my identification and signature, etc).

I will be present via virtual means at this meeting from my office at 210 Brawners Farm Place, Occoquan, Virginia, USA 22125.

I am attaching a copy of my legal Passport with signature for verification.

Sincerely,

Laura J. Barbee

lbarbee@sidebysidealliance.org (+1)

828-406-7484

