



Republic of the Philippines
SULTAN KUDARAT STATE UNIVERSITY
ACCESS EJC Montilla, Tacurong City



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT made and entered into by and between:

The **SULTAN KUDARAT STATE UNIVERSITY (SKSU)**, a government institution of higher learning established under RA 9966, with principal office address at ACCESS, EJC Montilla, Tacurong City, represented by its President, **ROLANDO F. HECHANOVA, PhD.**, and hereinafter referred to as the **FIRST PARTY**;

-and-

The **BARANGAY LOCAL GOVERNMENT OF KALAWAG 1, ISULAN, SULTAN KUDARAT (K1-ISK)** with principal address at Buencamino St., Barangay Kalawag 1, Isulan, Sultan Kudarat; represented by its Barangay Chairman, **BRYAN E. AYCO**; hereinafter referred to as the **SECOND PARTY**.

WITNESSETH:

WHEREAS, the First Party and Second Party are concerned about the worsening effects of the global warming and the improper wastes segregation.

WHEREAS, the First Party and Second Party are committed to strengthen waste management and upcycling of plastic bottle wastes among barangay establishments and members.

WHEREAS, both parties believe that the major key to reaching that goal is to collaborate and extend knowledge and skill to the K1-ISK members and stake holders the opportunities to:

1. Assess, strengthen and develop their waste management awareness, practices and capability;
2. Centralize/ segregate the plastic bottle wastes (PBW);
3. Train them with upcycling techniques and designs utilizing PBW.
4. Determine potential handcrafters to be partners in the possible livelihood programs.

WHEREAS, both parties aim to provide knowledge and services to the barangay, down to purok members and stakeholders from the different establishments;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above premises and their mutual covenant hereinafter set forth, the parties agreed on the following:

I. DUTIES AND RESPONSIBILITIES

A. K1-ISK shall:

1. Provide/ gather barangay, SK and purok officials and establishment representatives for symposia, meetings and trainings, considering minimum health standards in this new normal;
2. Encourage, delegate and supervise barangay members to follow and participate in all the programs lined-up in this extension activity;
3. Support manpower/ labor requests when needed;
4. Utilize their equipment when needed in the project
5. Take care of all the supplies and materials that will be for borrow and/ or given by the First Party;
6. Provide minimum necessary materials and needs.
7. Share minimum prizes or goods for whatever competitions of the project in the form of cash or any goods.

B. SKSU shall:

1. Take charge of the management and implementation of the overall project and its activities;
2. Provide the necessary technical assistance and support in the form of lectures/symposia, demonstrations, consultancies and other appropriate channels;
3. Give signages, brochures or any print media to support and strengthen waste management practices and upcycling of plastic bottle wastes;
4. Provide steel bins for PBW and/ or MRF to be delegated in selected areas of the barangay;
5. Delegate tools/ supplies and materials to be used in the upcycling of PBW
6. Share/ Give prizes for whatever competitions of the project in the form of cash, certificates or any goods.
7. Work effectively with the barangay and SK councils of K1-ISK for the success of this extension project.

II. MISCELLANEOUS

Section 1. Due Diligence

The SECOND PARTY will be sole responsible to ensure and maintain a safe workplace and respectful learning environment for trainees. Trainees shall exercise due diligence and care in handling company equipment, materials, resources, or any other property which they have handled or used in connection with their training. For this purpose, the FIRST PARTY shall ensure that the trainees were properly briefed, reminded, and advised on the proper handling and use of the same.

The FIRST PARTY shall not be liable for any cost, loss, damages, liability, or expense, which may arise out of trainee's performance of services. The Parties agree to release and hold harmless the FIRST PARTY, its Officers, Board of Directors and its employees, from all claims, actions, causes of action, suits, judgments and demands of any individual or organizations.

Section 2. Non-Disclosure Agreement

Both Parties must not disclose the trainees' information, employment information, or other related documents to any third parties.

Section 3. Term

The agreement shall take effect immediately upon signing and shall remain in force for the period of one (1) year, and shall automatically renew upon the lapse of said one (1) year period unless either party decides to pre-terminate the Agreement for at least cause subject to thirty (30) days prior to the expiry date of this Agreement. Such pre-termination shall be exercised in writing and communicated to the other party.

Section 4. Governing Law and Jurisdiction

The laws of the Republic of the Philippines shall govern the Agreement.

Section 5. Amendments

It is mutually agreed that the Agreement will not be modified except by written amendments executed by both parties.

Section 6. Settlement

Both parties shall endeavor to settle amicably any difficulty arising from the implementation and interpretation of the terms and conditions of this Memorandum of Agreement.

Section 7. Dispute Resolution

All disputes, claims and controversies solely between or among the departments, bureaus, offices, agencies and instrumentalities of the National Government, including constitutional offices or agencies, arising from the interpretation and application of statutes, contracts or agreements, shall henceforth be administratively settled or adjudicated as provided in PD 242: Provided, That this shall not apply to cases already pending in court at the time of the effectivity of this decree.


In witness whereof, we have hereunto set our hands to this agreement this _____ day of _____, 2021 in Isulan, Sultan Kudarat, Philippines.



**SULTAN KUDARAT
STATE UNIVERSITY**
First Party

**BARANGAY LOCAL
GOVERNMENT OF
KALAWAG 1, ISULAN,
SULTAN KUDARAT**
Second Party


By:



ROLANDO F. HECHANOVA, PhD
President



BRYAN E. AYCO
Barangay Chairman

WITNESSES:



JULIE E. ALBANO, PhD
Vice President, RD&E

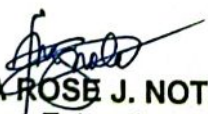

CHESTER D. APIADO
*Barangay Kagawad/
Committee on the Environment*


SIONY S. BRUNIO, PhD
Director for Extension

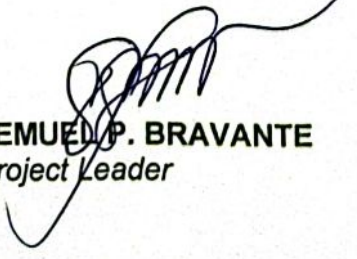

CYNTHIA KAPUNAN
SK Chairman


ELMER C. BUENAVIDES, DIT
Campus Director


APRIL JOY F. AYO
*Barangay Kagawad/
Committee on Health*


CELIA ROSE J. NOTA
Campus Extension Coordinator


ROLAND DAROY
*Head/ President,
Liga ng Purok Presidents*


LEMUEL P. BRAVANTE
Project Leader

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF TACURONG)SS

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BEFORE ME, this **FEB 17 2021** at Tacurong City, appeared the above-named parties and they exhibited their respective valid IDs above-stated, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary deed.

WITNESS MY HAND AND NOTARIAL SEAL.

Doc. No. 201;

Page No. 41;

Book No. 32;

Series of 2021.

ATTY. MARCO RAY S. GLEYO
Notary Commission No. 004-21 until
December 31, 2022 Roll No. 63943
PTR No. 3521164 1.4.21
IBP No. 952348 1.2.18
(Lifetime Member)
Tacurong City, Sultan Kudarat
MCLE Compliance No. VI-0021300 3.28.19