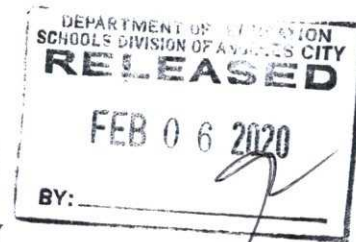




Republic of the Philippines
Department of Education
Region III
Schools Division of Angeles City



February 6, 2020

DIVISION MEMORANDUM
No. 52 S. 2020

**OCULAR VISIT OF HOLY ANGEL UNIVERSITY FOR THE IMPLEMENTATION OF THE
MEMORANDUM OF AGREEMENT (MOA) ON WATER SYSTEM PROJECT**

To: School Heads of Sto. Rosario ES, Pampang ES and Teodoro P. Tinio ES

1. The Division of Angeles City through DRRM - Social Mobilization and Networking Unit entered into a Memorandum of Agreement (MOA) with Holy Angel University on Water System Projects for selected schools that was signed on February 21, 2019. See attached copy.
2. In line with this, Holy Angel University will conduct an assessment/ocular visit on February 10, 2020 from 8:00AM to 11:00 AM.
3. Schools involved in the above mentioned MOA are expected to provide the necessary support and assistance during the conduct of the visit.
4. Immediate dissemination of this Memorandum is earnestly desired.

MA. IRELYN P. TAMAYO, PhD, CESE
Assistant Schools Division Superintendent
Officer-in-Charge
Office of the Schools Division Superintendent

sgod/drrm/mcs



Address: Jesus Street, Pulungbulu, Angeles City
Telephone No. (045) 322-4101

CV 2020-107



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed this _____ day of FEB 21 2019 2019, in Angeles City, Philippines, by and between:

HOLY ANGEL UNIVERSITY a non-stock, non-profit educational institution duly established in accordance with the laws of the Republic of the Philippines, with address at #1 Holy Angel Avenue, Sto. Rosario Street, Angeles City, Pampanga, Philippines, duly represented by its President, **DR. LUIS MARIA R. CALINGO**, hereinafter referred to in this Agreement as "HAU"

- and -

The **DEPARTMENT OF EDUCATION – DIVISION OF ANGELES CITY**, with office address at Jesus Street, Pulungbuhá, Angeles City represented herein by the Schools Division Superintendent, **MS. LEILANI SAMSON CUNANAN, CESO VI**, hereinafter referred to as "DEPED-ANGELES CITY";

WITNESSETH:

WHEREAS, HAU is a higher education institution based in Angeles City engaged in instruction, research and community extension services, and that part of its Corporate Social Responsibility (CSR) program is to extend technical assistance and resources for the cultural, social and educational development of the community and partner with organizations and foundations pursuing same cause;

WHEREAS, DEPED-ANGELES CITY is a government institution engaged in formulating, implementing and coordinating policies, plans, programs and projects in the areas of formal and non-formal basic education.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have agreed to cooperate and partner in the Water System Project as follows:

A. **HOLY ANGEL UNIVERSITY** through the **SCHOOL OF ENGINEERING AND ARCHITECTURE (SEA)** and **OFFICE OF THE COMMUNITY EXTENSION SERVICES (OCES)** binds and obligates itself to:

1. Conduct needs assessment to the schools in Angeles City as a preparatory activity;
2. Conduct measurement and surveying of the schools;
3. Conduct repair of the water system;
4. Prepare a repair cost estimate (repair budget c/o school);

LMC

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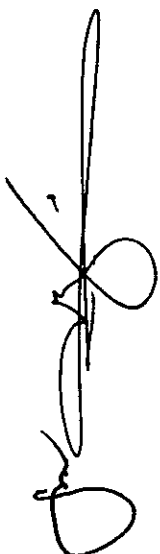
5. Submit soft copies of water system plans to the Division Office of **DEPED-ANGELES CITY**;
6. Own all value engineered standards, specifications, designs, documentation, reports, drawings, etc., relating to the this agreement shall be owned by HAU
7. Prepare a schedule of visit per school (at least five schools per year) starting January 2019 to January 2021 or until such time that the project is completed.

B. DEPED-ANGELES CITY binds and obligates itself to:

1. Coordinate and inform the schools in Angeles City regarding the partnership program;
2. Provide necessary information needed by **HAU** particularly the School of Engineering and Architecture (SEA) and the Office of the Community Extension Services (OCES) in completing the project;
3. Provide list of priority schools;
4. Assure the safety of the students through the assistance of the SEA faculty /OCES representative, and
5. Maintain an archive of the water system plans submitted by HAU-SEA. Schools in need of the water system plans may request from the Division a hard copy, when necessary.

TERMS AND CONDITIONS:

1. Participants shall be held liable for any damage to the equipment or facilities that will be used during the conduct of the project as a result of negligence on their part. On the other hand, liability for the damage of equipment due to natural wear and tear shall be mutually shared by OCES, SEA and DEPED;
2. Neither of the signatory parties shall be held liable for any injury that may be incurred by the participants during the implementation of this agreement provided that all safety measures have been exercised by the said parties in the conduct of the project. Further, participants who incur any injury upon themselves or their fellow participants shall be held liable if the injury is a result of negligence on their part.
3. DEPED- ANGELES CITY acknowledges that this Agreement is not intended, nor should be construed, to create an employment relationship between the parties concerned.
4. The parties shall, for the duration of the agreement, and for a period of one year after its termination, not make accessible to third parties, information of a technical



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or commercial nature disclosed to each other pursuant to this agreement and declared to be confidential.

5. This Agreement may be revised, amended, or modified only through a written instrument, duly executed and signed by the parties, hereto.
6. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures on the date and at the place first indicated above.

HOLY ANGEL UNIVERSITY


DEPED-ANGELES CITY

by:

by:



DR. LUIS MARIA R. CALINGO
President, Holy Angel University



MS. LEILANI S. CUNANAN, CESO VI
Officer-in-Charge, Office of the Schools
Division Superintendent

SIGNED IN THE PRESENCE OF:




MS. NORILYN M. PINEDA
Director, ICFSI



MR. EDGAR L. MANABAT
Education Program Supervisor
School Governance and Operations
Division



DR. JAY JACK MANZANO
Dean, School of Engineering
and Architecture



MS. MARIA CRISTINA S. SARMIENTO
Project Development Officer II (DRRM)
School Governance and Operations
Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ANGELES) - s.s.

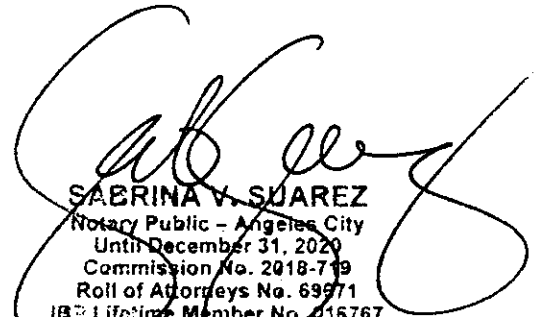
Before me, a Notary Public for and in the City of Angeles, this day of FEB 21 2019, 2019, personally appeared:

NAME	GOVERNMENT ISSUED ID NUMBER	DATE OF ISSUE
Dr. Luis Maria R. Calingo	A.C. OSCA I.D. CJ-17660	June 30, 2015
Ms. Leilani S. Cunanan	UMP ID CRN-006-0093-5863-4	

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first indicated above.

Doc. No. 86
Page No. 41
Book No. 111
Series of 2019


SABRINA V. SUAREZ
Notary Public - Angeles City
Until December 31, 2020
Commission No. 2018-719
Roll of Attorneys No. 63971
IBP Lifetime Member No. 016767
PRR No. AC1287989701.03.19
Kipolito Tuazon Villanueva Law Offices
Ground Floor, Angeles Business Center
Nepo Mart Complex, Angeles City



Verlyga

Dr. Cunanan

UMP