

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

The **VISCA EDUCATIONAL FOUNDATION, INC. (VEFI)**, a non-stock, non-profit organization duly registered under Philippine laws, with principal office at Visca, Baybay City, Leyte, represented by its Chairperson of the Board of Directors, **DR. MA. RACHEL KIM L. AURE**, and hereinafter referred to as **VEFI**;

-and-

The **VISAYAS STATE UNIVERSITY**, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700 and converted into a state university by virtue of Republic Act No. 9158 and renamed as Visayas State University by virtue of Republic Act No. 9437, with principal office at Baybay City, Leyte, duly represented by its President **DR. EDGARDO E. TULIN**, hereinafter referred to as **VSU**;

### WITNESSETH:

Whereas, VEFI operates an elementary school, known as the VISCA Foundation Elementary School (VFES), within the premises of VSU (formerly ViSCA) to provide quality education to children of VSU employees and residents of nearby communities;

Whereas, VSU is mandated to provide quality higher education, including a responsive teacher-training program;

Whereas, in pursuit of its mandate, VSU is in need of cooperating laboratory schools in the elementary level for the training of its students as prescribed by the respective CHED CMO Curriculum;

Whereas, VSU, and VEFI have agreed to share resources and establish an innovative approach to continuously improve the quality of education;

NOW, THEREFORE, premises considered, the parties herein AGREE, as they hereby AGREED to undertake the following:

#### **VEFI/VFES shall:**

1. Appoint VEFI Board of Directors who are VSU employees nominated during the annual VEFI General Assembly for three years per term (Chairperson, Vice-Chairperson, Secretary, Treasurer, Auditor, Business Manager, and VSU Representative)
2. Provide, through the Principal and in close consultation with VSU, the overall administration of VFES.
3. Formulate, in consultation with VSU and DepEd, policies on student admission, textbooks/workbooks to be used, class size, curriculum as well as on staff development and in the recruitment of additional teachers.
4. Provide the necessary school facilities, including the repair of existing buildings and shoulder all the other costs in maintaining and operating the VFES.
5. Serve as a feeder school to VSU Integrated High School and a laboratory school to College of Education, College of Nursing, and other colleges in VSU.
7. Serve as a school to support VSU in all its needs, as deemed necessary.

8. Coordinate with VSU in the implementation and monitoring of the programs conducted.
9. Provide copies of necessary reports for documentation.

**VSU shall:**

1. Allow VSU regular employees to act as VEFI Board of Directors.
2. VSU President shall appoint a VSU representative as part of the VEFI Board of Directors.
3. Given equivalent workload units in the Individual Faculty Workload (IFW) of VSU faculty appointed as BOD members as approved in the Faculty Manual.
4. Provide the buildings needed by the VFES (existing). Maintenance of the building shall be shouldered by VFES.
5. Deploy VSU students who are expected to perform and accomplish expected competencies expected within the CHED CMO Curriculum.
6. Establish a shared facility within VSU and VFES premises and shall be used jointly by both parties like the provision of internet connection with at least 200mbps, 50% in all rental facilities within the campus, subsidy of supplies and materials, labor services, and utilities.

This Agreement shall take effect immediately from the date of signing by the parties and shall remain in for a period of twenty-five (25 years), renewable for another period of 25 years, unless sooner terminated upon mutual agreement of all parties.

That no party shall be made liable in any way for failure to observe or perform any provision of this Agreement if such failure shall be caused by any law, rule, or regulation of any constituted public authority or shall be any caused beyond the control of the party in default.

IN WITNESS HEREOF, the parties hereunto affix their signatures on the \_\_\_\_ day of \_\_\_\_\_ 2022 at Baybay City, Leyte, Philippines.

VISCA EDUCATIONAL FOUNDATION INC.

VISAYAS STATE UNIVERSITY

By:

  
**MA. RACHEL KIM L. AURE**  
Chairperson


By:

  
**EDGARDO E. TULIN**  
President

**VISCA EDUCATIONAL FOUNDATION, INC. BOARD OF DIRECTORS:**

  
**SUZETTE B. LINA**  
Vice-Chairperson

  
**MANUEL D. GACUTAN**  
Secretary

  
**BABYLYN B. LAMBERT**  
Treasurer

  
**CHONA S. BRIT**  
Auditor

  
**MOISES NEIL V. SERIÑO**  
Business Manager

  
**ALELI A. VILLOCINO**  
VSU Representative



Signed in the presence of:

  
**CORINA M. SACRO**  
VFES Principal

  
**BAYRON S. BARREDO**  
Dean, College of Education

### ACKNOWLEDGEMENT

Republic of the Philippines )  
City of Baybay )S.S.  
Province of Leyte )

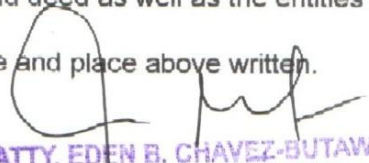
BEFORE ME, this DEC 23 2022 day of 2022 personally appeared

<u>NAME</u>	<u>RES. CERT. NO.</u>	<u>PLACE/DATE ISSUED</u>
<u>EDGARDO E. TULIN</u>	VSU ID No. V000522	
<u>MA. RACHEL KIM L. AURE</u>	VSU ID No. V00056	
<u>SUZETTE B. LINA</u>	VSU ID No. V00295	
<u>BABYLYN B. LAMBERT</u>	VSU ID No. V000481	
<u>MANUEL D. GACUTAN</u>	VSU ID No. V00223	
<u>CHONA A. BRIT</u>	VSU ID No. V001177	
<u>MOISES NEIL V. SERIÑO</u>	VSU ID No. V00047	
<u>ALELI A. VILLOCINO</u>	VSU ID No. V00550	

All known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of four pages including this page on which the acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof and acknowledge the same to be their free and voluntary act and deed as well as the entities represented.

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

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Book No. 46  
Series of 27

  
**ATTY. EDEN B. CHAVEZ-BUTAWAN**  
Notary Public for the Province of Leyte, City of Baybay  
N.C. No. B-22-00-00, July 16, 2023  
Until December 31, 2023  
R. Magsaysay Avenue, Baybay City, Leyte  
PTR No. PL6580803-01/03/22  
IBP No. 180267-01/03/22  
TIN No. 207-628-029  
Roll No. 42391  
MCLE Compliance No. VII-0008593

