#### MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this June 10, 20-21 Augra city , Philippines by and between:

The PHILIPPINE NATIONAL VOLUNTEER SERVICE COORDINATING AGENCY (PNVSCA), a government agency under the National Economic and Development Authority, created through Executive Order 635 with principal office address at G/F Philippine Sugar Center Building, North Avenue, Diliman, Quezon City, represented by its Executive Director, DONALD JAMES D. GAWE, CESO III, hereinafter referred to as "PNVSCA":

- and -

The NEGROS ORIENTAL STATE UNIVERSITY (NORSU), a State University organized and created by virtue of Republic Act No. 9299, with principal address at Kagawasan Avenue, Dumaguete City, Negros Oriental, represented by its President, NOEL MARJON E. YASI, Psy.D., hereinafter referred to as "NORSU"

## WITNESSETH THAT

WHEREAS, Republic Act 9418 states that it is the policy of the State to promote the participation of the various sectors of Filipino society and adopt and strengthen the practice of volunteerism as a strategy to attain national development and international Agreement, inculcate volunteerism as a way of life and rekindle in every Filipino the time-honored tradition of bayanihan to foster social justice, solidarity and sustainable development;

WHEREAS, PNVSCA is mandated by Republic Act 9418 or The Volunteer Act of 2007 to formulate policies and guidelines concerning the national volunteer service program and coordinate the activities of local volunteer organizations and act as clearinghouse for matters pertaining to international volunteer services, ensuring that their services fit into the overall national development goals; and promote volunteerism as a strategy for national development and international cooperation;

WHEREAS, Section 12.b. of RA 9418 provides for the Integration of Volunteerism in the Basic and Higher Education Curriculum, which states that: "The Department of Education (DepEd) and the Commission on Higher Education (CHED) shall integrate volunteerism as part of the curriculum in basic and higher education to raise the consciousness of the youth and develop the culture of volunteerism among the citizenry."

WHEREAS, the Regional Development Council (RDC) REGION VII adopted volunteerism as a development strategy through RDC Resolution No.72 s. 2023, encouraging local government units (LGUs), regional line agencies (RLAs), and state universities and colleges (SUCs) in the region to institutionalize volunteerism in their development plans and activities;

WHEREAS, NORSU is committed to realizing its vision of empowering learners through academic excellence, relevant research, active community engagement, and good governance, with the overarching goal of building a just and sustainable world;

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**WHEREAS**, NORSU recognizes the importance of mainstreaming volunteerism in the academe as a means to instill the values of social responsibility, leadership, and service among its students, faculty, alumni, and staff.

**NOW, THEREFORE**, in view of the foregoing premises herein set forth, the parties agree as follows:

## I. PURPOSE OF MEMORANDUM OF AGREEMENT

This MOA establishes the relationship between PNVSCA and NORSU in mainstreaming volunteerism in the academe.

## II. ROLES AND RESPONSIBILITIES OF THE PARTIES

#### A. NORSU shall:

- 1. Designate/Create a Volunteerism Office in the University to orchestrate the mainstreaming of volunteerism in all the departments/units, and monitor and evaluate volunteering initiatives;
- 2. Actively engage academic and non-academic personnel, students, and alumni on volunteerism;
- 3. Assist PNVSCA in the promotion and advocacy of volunteerism for nation-building and development;
- 4. Conduct researches or studies related to volunteerism;
- 5. Collaborate with PNVSCA in building volunteerism statistics which shall include, among others, the setting-up of a mechanism for the creation and regular updating of a comprehensive database/directory involving and engaging organizations in the social development sector; and the submission of a statistical report/s on volunteer mobilization on a quarterly basis;
- 6. Provide technical assistance in the mainstreaming of volunteerism in local governance;
- 7. Co-organize with PNVSCA the provision of technical assistance and capacity development and other activities to establish a conducive environment for volunteering for local government units, national government agencies, academe, corporate organizations, and not-for-profit organizations; and
- 8. Adhere to the PNVSCA guidelines on the deployment of international volunteers in the country pursuant to Office Circular IV, series of 2003 and other related issuances of the Agency and perform the roles and responsibilities of a local partner institution in the event of international volunteer engagement.

# B. PNVSCA shall:

1. Provide technical assistance on volunteerism-related initiatives to further capacitate NORSU's volunteer service corps;

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- 2. Provide relevant information and materials for promotion and advocacy of volunteerism; and
- 3. Collaborate with **NORSU** in the implementation of its volunteering-related initiatives.
- 4. Link **NORSU** with International Volunteer Service Organizations (IVSOs) and Volunteer Involving Organizations (VIOs).

#### III. EFFECTIVITY

This MOA shall cover a period of three (3) years subject to periodic reviews and shall take effect on the date of its signing. It may be amended or extended by an exchange of letters between parties, and any particular matter arising in or during the implementation of this MOA not amounting to an amendment may be subject to an exchange of letters.

## IV. NON-USE OF NAME AND LOGO

Each Party understands and agrees that it has no right to use the other Party's name, trademarks, or logos without the owner's prior written consent in each instance, including without limitation, for publicity or public relations purposes, which consent may be withheld for any reason. PNVSCA is permitted to use NORSU logo/s for utilization in the press release of the partnership, provided that such materials/write-ups will be subject to written approval from both PARTIES before posting.

# V. DATA PRIVACY

The parties shall at all times treat with utmost confidentiality and not disclose any information that may pass through among the parties under the MOA and deemed as sensitive unless ordered by the court.

In the performance of their commitments under this MOA, the parties must ensure the privacy and security of any and all confidential, privileged, personal, and/or sensitive information that the parties and their officers, employees, or agents may have access to; and shall store, use, process, and dispose the said information in accordance with RA 10173 or the Data Privacy Act of 2012, its Implementing Rules and Regulations, and applicable National Privacy Commission (NPC) issuances.

In case of data sharing of confidential, privileged, personal and/or sensitive information, the Parties will execute a Data Sharing Agreement, consistent with NPC Circular No. 16-02 on Data Sharing Involving Government Agencies.

Any violation of this clause and any of the provisions of the said law and issuances committed by the aforementioned persons shall be subject to corresponding sanctions, penalties, and/or fines under the said law without prejudice to any other applicable civil and/or criminal liability. This clause shall survive the termination or expiration of this MOA.

## VI. VOLUNTARY COMMITMENT

This MOA is an entirely voluntary commitment between the parties and will not in any way obligate or restrict the activity of any party. Further, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party.

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## VII. BINDING EFFECT OR LEGAL FORCE

The parties acknowledge that this MOA is not intended to have legal effect and does not create legal relationships, rights or obligations between the parties.

## VIII. COSTS

Each party shall be responsible for its own costs in all matters relating to their responsibilities under this MOA.

# IX. SEPARABILITY CLAUSE

Should there be any provision or part of this MOA subsequently declared unconstitutional or illegal the part or portion thereof, that are not declared as such, shall and continue to be effective provided the same, can continue to stand and be effective independent from the provision or portion that was previously declared illegal or unconstitutional.

## X. ALTERNATIVE DISPUTE RESOLUTION

In the event of any controversy or claim arising out of or relating to any provision of this MOA or the breach thereof, the parties shall try to settle those conflicts amicably between themselves

## XI. NOTICE OF TERMINATION

Either party may terminate this MOA before the expiration date after serving a written notice of such at least 30 days prior to the intention to terminate without prejudice to the joint programs and projects PNVSCA and NORSU until such time these projects are completed or terminated upon mutual agreement of both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this June 10, 2027 at 2019 City, Philippines.

FOR:

**NEGROS ORIENTAL STATE UNIVERSITY** 

PHILIPPINE NATIONAL VOLUNTEER SERVICE COORDINATING AGENCY

NOEL MARJON E. YASI, Psy.D. University President DONALD JAMES Ó. GAWE, CESO III

**Executive Director** 

WITNESSES:

MERIVIC G. CATADA, Ph.D.

Vice-President for Administration Finance

ELA WCTÓRIA F. SARMAGO
Chief, Program Coordination,
Monitoring and Evaluation Division

## **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)			
OUEZON CITY S.S.			
The state of the s	QUEZON CITY		JUN 1 3 2025
BEFORE ME, a Notary Public in	QUEZON CITT	this	30N   0 2023
personally appeared:			

Name

Competent Evidence of Identity Date/Place of Issue

DONALD JAMES D. GAWE

TIN 142-763-538

**NOEL MARJON E. YASI** 

UMID-CRN-006-0021-9623-3

both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free will and voluntary act and deed as well as or the entities herein represented. The foregoing instrument consists of five (5) pages including this page wherein this Acknowledgement is written and signed by the parties and their witnesses on each and every page hereof.

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

Notary Public

Doc. No.

Page No.

Series of 2025

ATTY. ARKEL D. LLADONES Notary Public Quezon City Roll No. 77699 PTR No. 6989508 / 1-2-25 / Q.C IBP No. 491589 / 1-1-25 / Q.C MCLE No. VIII-0009201; 6.4.2024 Admin Matter No. NP-059 (2024-2025) Valid until December 31, 2025 िर्मीce Add. 74 Bukidnon St. Bago Bantay Q.C Contact No. 09472765393

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