

Republic of the Philippines  
PHILIPPINE COUNCIL FOR AGRICULTURE, FORESTRY AND  
NATURAL RESOURCES RESEARCH AND DEVELOPMENT  
(PCARRD)  
Los Baños, Laguna

SCHOLARSHIP CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This scholarship contract entered into and executed by and among:

The PHILIPPINE COUNCIL FOR AGRICULTURE, FORESTRY AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT, herein referred to as PCARRD with office address at Los Baños, Laguna and represented by its Executive Director, DR. PATRICIO S. FAYLON;

The LEYTE STATE UNIVERSITY, herein referred to as the MOTHER AGENCY with office address at Visca, Baybay 6521-A Leyte and represented by its President, PACIENCIA P. MILAN;

-and-

Ms. BEATRIZ C. JADINA, herein referred to as the AWARDEE, married, of legal age, Filipino and residing at Leyte State University, Baybay, Leyte.

WITNESSETH

WHEREAS, PCARRD, in pursuit of its institution development mandate, undertakes its Human Resource Development Program through scholarship grants;

WHEREAS, the MOTHER AGENCY desires to upgrade its research and development human resource to be more responsive to the development needs of the region, in particular and the country, in general;

WHEREAS, the AWARDEE accepts this scholarship grant with all its terms and conditions as contained herein and as provided for in the scholarship guidelines (Annex A) made an integral part hereof.

NOW, THEREFORE, for and in consideration of the foregoing premises, PCARRD hereby awards a scholarship grant to the AWARDEE to enable her to undertake a doctorate degree program in Soil Science (Soil and Water Conservation) at the University of the Philippines Los Baños effective June 2006 for a duration of two (2) years or the number of years indicated in the scholar's course timetable agreed to by PCARRD, whichever is shorter, under the following terms and conditions to which all parties have agreed:

I. PCARRD's Responsibilities

- A. Provide the awardee the following scholarship benefits during the period of the scholarship indicated herein subject to availability of funds or unless earlier terminated for reasons indicated in I-C in accordance with the scholarship policy guidelines.

Benefits

Manner of Payment

1. Matriculation, tuition and other school fees

To be paid by PCARRD to the school upon receipt of the statement of account

2. Monthly allowance of ₱8,000(MS)/ ₱9,000(PhD) except when not enrolled

To be paid by PCARRD to the awardee through Automated

or when enrolled on residency

Teller Machine (ATM) after submission of requirements provided he/she is registered and still within the contract period. The last monthly stipend shall be withheld until the scholar's submission to PCARRD of his/her final thesis manuscript, approved by the Dean of the Graduate School, diploma or certificate of completion and official transcript of records.

3. Book/school supplies allowance of ₱2,000(MS)/₱2,500(PhD) per semester and ₱1,000(MS)/₱1,500 (PhD) per summer

To be paid by PCARRD to the awardee with full academic load at the start of the semester/summer. Those doing purely thesis work are not entitled to book/school supplies allowance.

4. Thesis assistance at a maximum of ₱30,000(MS)/₱60,000(PhD)

Actual amount based on a duly approved thesis proposal, to be released in full to the awardee

5. Graduation expenses including diploma, alumni fees, memorabilia and rent of toga up to a maximum ₱300(MS)/₱500(PhD)

To be reimbursed by PCARRD to the awardee upon presentation of official receipts

6. Group accident and health insurance for ₱100,000 coverage

Premium to be paid by PCARRD, except during the period of his/her official leave and time extension

7. One time round trip travel fare to and from the place of residence to those whose base is outside the location of the university, for the whole duration of the scholarship program

To be reimbursed by PCARRD to the awardee upon presentation of official receipts

8. Monetary incentive for the AWARDDEE based on academic performance and timeliness of completion of program

To be paid by PCARRD to the awardee

B. Monitor the progress of the AWARDDEE in the program;

C. Reserve the right to renew or terminate this contract. The scholarship grant shall be terminated for lack of funds or for any of the following acts of the AWARDDEE;

1. failure to meet the academic standards set by PCARRD or university where the scholar is enrolled in;
2. willfull failure to enroll or dropping of courses without PCARRD's approval
3. failure to abide by or violation of the terms and conditions of this contract and the scholarship policy guidelines; and,
4. gross misconduct; as defined by the Civil Service Commission or that which would jeopardize the scholarship program as determined by PCARRD including dishonesty.

SUSAN S. MOLINA

VICTOR B. ASIO

DELLENA G. ALAGCAN

BEATRIZ C. JADINA

PACIENCIA P. MILAN

PATRICIO S. FAYLON

- D. Provide financial assistance for the AWARDDEE's re-entry program, if applied for within one year after graduation; and approved.

## II. Mother Agency's Responsibilities

- A. Release the AWARDDEE from all duties and responsibilities for the duration of the scholarship, including the approved extension;
- B. Pay the full salary and other benefits of the AWARDDEE for the duration of the scholarship;
- C. Assist PCARRD in monitoring the progress of the AWARDDEE;
- D. Require the AWARDDEE to report back to her MOTHER AGENCY after graduation;
- E. Provide an appropriate plantilla position for the AWARDDEE;
- F. Ensure the implementation of the AWARDDEE's re-entry program and report to PCARRD the status of its implementation on an annual basis;
- G. Coordinate with PCARRD in implementing penalty in case of the scholar's breach of contract;
- H. Ensure that returnee is given ample opportunity to be involved in R&D activities.

## III. Awardee's Responsibilities

### During the Scholarship Period

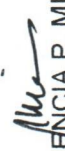
- A. Devote full time to the program of study in the field of specialization and at the duly designated school as indicated in this contract and direct efforts towards accomplishing the purposes for which the award is made;
- B. Carry the required regular academic load of 12 units/semester and 6 units/summer, per approved plan of course work. The scholar is not expected to report back to work when summer enrollment is not possible;
- C. Maintain a general average of 2.0 or better for all courses taken and a satisfactory rating for the conduct of thesis and seminars throughout the duration of the scholarship. In cases where the scholastic requirements of the school are higher, the school standards shall prevail;
- D. Not to shift graduate program without prior approval of the school, MOTHER AGENCY and PCARRD;
- E. Not to enjoy simultaneously with the PCARRD scholarship grant any other scholarship grant, except for thesis augmentation;
- F. Comply with the regulations set by the school where she is pursuing the program;
- G. Not to leave the program without prior approval of the school, the MOTHER AGENCY and PCARRD and, if ever granted, that her total leave of absence shall not exceed the equivalent of one (1) school year. A report should be submitted to PCARRD upon the scholar's return to school, as basis for the resumption of the scholarship and financial privileges;
- H. Not to engage in any work for pay during the tenure of the scholarship;
- I. Submit to PCARRD and the MOTHER AGENCY the required progress reports indicated in the scholarship policy guidelines;

  
SUSAN S. MOLINA

  
VICTOR B. ASIO

  
DELLENA G. ALAGCAN

  
BEATRIZ C. JADINA

  
PACIENCIA P. MILAN

  
PATRICIO S. FAYLON

- J. Comply with the actual period of study determined after PCARRD's validation of the course timetable with the plan of coursework approved by the Graduate School and finish the program within the allotted scholarship period;
- K. Inform PCARRD and the MOTHER AGENCY her status in school in case the AWARDEE is not able to finish the program within the prescribed period indicated in the contract because of valid reason. The AWARDEE shall be continuously monitored by PCARRD and the MOTHER AGENCY;
- L. Refund PCARRD and/or wherever appropriate, the Mother Agency within **twelve (12)** months upon receipt of notice from PCARRD, all expenses incurred in connection with the scholarship program received by the awardee during the period of scholarship.

Where PCARRD's interest may be jeopardized, PCARRD may demand payment within a period earlier than twelve (12) months.

The refund shall be made on any of the following acts of the scholar:

1. Willful abandonment of the scholarship or leave of absence without due notice and approval by PCARRD;
2. Inability to complete the course within the specified duration of the program, except in valid cases as approved by PCARRD;
3. Transfer to private institutions or government agencies outside the PCARRD National R & D System except in valid cases as approved by PCARRD;
4. Failure to abide by or violation of the terms and conditions specified in this contract and as provided for in the scholarship policy guidelines;
5. Gross misconduct;
6. Removal from the service for a cause;
7. Resignation or optional retirement;
8. Other causes within the AWARDEE'S control.

- M. Upon successful completion of the scholarship program, AWARDEE shall be relieved of all scholarship accountabilities except the service obligation specified in the guidelines and after the submission of a copy of the dissertation and diploma/certificate;
- N. The scholars shall be entitled to the refund of the amounts repaid due to non-completion of their program (within the prescribed period) if the scholar completes the graduate program within his/her maximum residency period or two (2) years from the date of the collection notice, whichever comes first. This, however, does not apply to scholars who have voluntarily withdrawn before the program completion;

After the Scholarship Period

- O. Serve the MOTHER AGENCY along the field of specialization pursued upon completion of the scholarship program for the equivalent period of one (1) year for every year or fraction thereof the scholarship;
- P. May transfer to other research centers and institutions within the PCARRD National Agriculture and Resources Research and Development Network upon the approval of the MOTHER AGENCY and after consultation with PCARRD;
- Q. Provide PCARRD on yearly basis, information about her career development after graduation and application of re-entry plan;
- R. Execute in favor of PCARRD and the MOTHER AGENCY, a Surety Agreement or post a surety bond with the Government Service Insurance System (GSIS) or any accredited company by the Office of Insurance Commission, to ensure her compliance with all the stipulations contained in this contract. The Surety

SUSAN S. MOLINA

VICTOR B. ASIO

DELLENA G. ALAGCAN

BEATRIZ C. JABINA

PACIENCIA P. MILAN

PATRICIO S. FAYLON

Agreement shall be appended hereto as Annex B and made an integral part hereof. In lieu of the stipulated surety requirement, the AWARDEE may present adequate collateral subject to PCARRD's right to determine the acceptability and adequacy of the collateral presented, in which case, the AWARDEE shall execute a Special Power of Attorney authorizing the Executive Director of PCARRD to extrajudicially foreclose the collateral by selling the same at public auction and applying the proceeds to the payment of the AWARDEE's obligations, even without judicial action or order from the court.


IN WITNESS HEREOF, the parties hereunto set their signatures this 17<sup>th</sup> day of April 2006, at Los Baños, Laguna, Philippines.

PHILIPPINE COUNCIL FOR AGRICULTURE,  
FORESTRY, AND NATURAL RESOURCES  
RESEARCH AND DEVELOPMENT (PCARRD)


LEYTE STATE UNIVERSITY (LSU)

  
PATRICIO S. FAYLON  
Executive Director

  
BEATRIZ C. JADINA  
Awardee

  
PACIENCIA P. MILAN  
President

  
DELLENA G. ALAGCAN  
Director, Institution Development Division  
Witness

  
VICTOR B. ASIO  
Department Head, Department of  
Agronomy and Soil Science  
Witness

CERTIFIED FUNDS AVAILABLE:

  
SUSAN S. MOLINA  
Supervising Administrative Officer  
Finance and Administration Division-Accounting Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
Province of ) S.S.  
Municipality of LOS BAÑOS, LAGUNA

BEFORE ME, a Notary Public, for and in LOS BAÑOS, LAGUNA,  
Philippines, this 27 day of JUN 27 2006 the following:

NAME	Designation	Community Tax Certificate No.	Date and Place of Issue
PATRICIO S. FAYLON	Executive Director PCARRD	<u>13326403</u>	<u>January 3, 2006</u> <u>Los Baños, Laguna</u>
BEATRIZ C. JADINA	Awardee LSU	<u>14127759</u>	<u>April 4, 2006</u> <u>Los Baños, Laguna</u>
PACIENCIA P. MILAN	President LSU	<u>17528011</u>	<u>Jan. 11, 2006</u> <u>Baybay, Leyte</u>
DELLENA G. ALAGCAN	Director IDD, PCARRD	<u>14133396</u>	<u>June 2, 2006</u> <u>Los Baños, Laguna</u>
VICTOR B. ASIO	Department Head, Department of and Soil Science, LSU	<u>17521970</u>	<u>Jan 27, 2006</u> <u>Baybay, Leyte</u>
SUSAN S. MOLINA	Supvg. Admn. Officer FAD, PCARRD	<u>05878416</u>	<u>Feb 22, 2006</u> <u>Los Baños, Laguna</u>

known to me to be the same persons who executed the foregoing Scholarship Contract, consisting of six (6) pages including the page on which this acknowledgement is written, all pages having been signed by the parties and their witnesses and they acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS THEREOF, I have hereunto affixed my hand and notarial seal on the date and place above written.

*[Signature]*  
NOTARY PUBLIC  
Until December 31, 2006  
Reg. Comm. No. 1017  
PTR No. 4112101-2-36  
LUP No. 65715710-11-05  
RPL No. 10080/May 1986  
LUP No. 65715710-11-05

Doc. No. 246  
Page No. 51  
Book No. 163  
Series of 2006

*[Signature]* SUSAN S. MOLINA  
*[Signature]* VICTOR B. ASIO  
*[Signature]* DELLENA G. ALAGCAN  
*[Signature]* BEATRIZ C. JADINA  
*[Signature]* PACIENCIA P. MILAN  
*[Signature]* PATRICIO S. FAYLON

**PHILIPPINE COUNCIL FOR AGRICULTURE, FORESTRY AND  
NATURAL RESOURCES RESEARCH AND DEVELOPMENT  
(PCARRD)  
Los Baños, Laguna**

**SURETYSHIP AGREEMENT**

This Agreement executed at LOS BAÑOS, LAGUNA, Philippines, jointly and severally by ZENAIDA C. GONZAGA, Filipino, of legal age, single/married to JOSE L. GONZAGA, with residence and postal address at LEYTE STATE UNIVERSITY (LSU), VISCA, BAYBAY, LEYTE, PHILIPPINES and ROMEL B. ARMECIN, Filipino, of legal age, single/married to BRIGIDA B. ARMECIN, with residence and postal address at LSU, VISCA, BAYBAY, LEYTE, PHILIPPINES, both of whom are hereinafter referred to as SURETIES, IN FAVOR OF THE PHILIPPINE COUNCIL FOR AGRICULTURE, FORESTRY AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT, with office address in Los Baños, Laguna, and herein referred to as PCARRD.

WITNESSETH

WHEREAS, BEATRIZ CUEVAS JADINA, herein referred to as the PRINCIPAL, an employee of LEYTE STATE UNIVERSITY, entered into with PCARRD a SCHOLARSHIP CONTRACT/FOREIGN STUDY (SCHOLARSHIP/FELLOWSHIP)/TRAINING AGREEMENT on \_\_\_\_\_, to which this Suretyship Agreement is appended;

WHEREAS, PCARRD requires that the due and faithful performance of said scholarship contract/foreign study/training agreement be underwritten by two sureties;

NOW, THEREFORE, for and in consideration of the foregoing, the undersigned SURETIES, jointly and severally with the PRINCIPAL, hereby guarantee and warrant to PCARRD, that the PRINCIPAL shall comply with and perform all the stipulations contained in the said scholarship contract/foreign study/training agreement, and that if for any reason the PRINCIPAL fails to comply therewith, the SURETIES hereby bind themselves jointly and severally with the PRINCIPAL to reimburse PCARRD in full such amount or amounts as may have been defrayed for the PRINCIPAL'S scholarship program, and all other expenses incurred by PCARRD (or the Philippine Government) as well as such external financial grants as may have been given him/her through or upon endorsement of PCARRD in connection with his/her scholarship/fellowship/training, in case either during the life of his/her scholarship/ fellowship/training or before completing the required return service, the PRINCIPAL -

- a. withdraws from said scholarship contract/fellowship/training agreement for any cause/reason within his/her control; or
- b. is removed from the service for cause; or
- c. in case of his/her optional retirement from the service; or
- d. in case his/her scholarship/fellowship/training is revoked/terminated by competent authority on account of his/her conduct/behavior that is detrimental to the interest of PCARRD under the terms and purposes of the said agreement.

The liability of the SURETIES under this Agreement shall be solidary, direct and immediate and not contingent upon the pursuit by PCARRD of whatever remedies it may have against the PRINCIPAL, and either or both SURETIES shall, at anytime on demand, pay to PCARRD whatever amount is owing from the PRINCIPAL to PCARRD to the extent above stated.

This instrument is intended to be a complete and full indemnity to PCARRD to the extent above stated, for any indebtedness or liability of any kind by the PRINCIPAL to PCARRD from time to time by virtue of the aforesaid Scholarship Contract/Foreign Study/Training Agreement dated \_\_\_\_\_. It shall be valid and binding without further notice to the SURETIES until the PRINCIPAL shall have complied with all his/her obligations under the said contract/ agreement.

IN WITNESS WHEREOF, the SURETIES have hereunto set their hands at \_\_\_\_\_ this \_\_\_\_\_ day of MAY 02 2006, 200\_.

REYNALDO C. GONZAGA  
Surety

ROMEL B. ARMECIN  
Surety

RUTH D. ESCASINAS

SIGNED IN THE PRESENCE OF :

LEO KRIS M. PALAD

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
Province of LOS BAÑOS, LAGUNA ) S.S.  
Municipality of LOS BAÑOS, LAGUNA

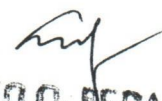
BEFORE ME, a Notary Public, this MAY 02 2006  
2006, in LOS BAÑOS, LAGUNA, Philippines personally appeared the  
following:

	Community Tax Certificate No.	Date and Place of Issue
1. <u>ZENALDA C. GONZAGA</u>	<u>175 31690</u>	<u>Jan 26, 2006 at Baybay, Leyte</u>
2. <u>Donnel B. Armevin</u>	<u>13033566</u>	<u>Jan. 6, 2006, Baybay, Leyte</u>

both known to me to be the same persons who executed the foregoing  
Suretyship Agreement, and acknowledged to me that the same is their true and  
voluntary act and deed.

I further acknowledge that this instrument, which includes the foregoing  
agreement and this page on which this acknowledgment is written, consists of  
three (3) pages, all signed by the parties and their witnesses and sealed with my  
notarial seal.

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

  
ATTY. ELEN O. PERALTA  
Notary Public - Until Dec. 31, 2006  
Calamba City, Los Baños  
NOTARY PUBLIC  
Until December 31, 2006  
IBP No. 657057/10-13-05  
ROLL No. J2050/10-13-05  
NOT COM. No. 48-2006-C

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