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VISAYAS STATE UNIVERSITY ViSCA, Baybay, Leyte

FOR SABBATICAL LEAVE

TERMS OF REFERENCE

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

The Visayas State University (VSU) formerly the Leyte State University (LSU), which was renamed from LSU to VSU by virtue of R.A 9437 with principal office at Baybay, Leyte, duly represented by the University President, **Dr. EDGARDO E. TULIN** hereinafter referred to as the **GRANTOR**;

-and-

DR. TEOFANES A. PATINDOL of legal age, married, Filipino, with residence and postal address in Camacho Subdivision, Brgy. 87 San, Jose, Tacloban City, Leyte in hereinafter referred to as the GRANTEE:

WITNESSETH

WHEREAS, the Visayas State University has to promote and maintain its own merit system by encouraging its academic staff to study, investigate, undertake research on exchange professorship to improve staff competencies, efficiency and effectiveness through sabbatical assignment;

WHEREAS, the **GRANTEE** has fully and satisfactorily met all the requirements as to qualification, standards and criteria set for the sabbatical assignment;

NOW, THEREFORE, for and in consideration of the mutual stipulations and conditions hereinafter contained, the parties do hereby agree as follows:

- 1. Subject to the terms and conditions stated below, the University hereby awards to the GRANTEE and the latter accepts a Sabbatical Leave to be effective on August 1, 2018 and to terminate on July 31, 2019 and in compliance with the pertinent provisions of this Agreement for the completion of the sabbatical assignment to be pursued to and by virtue of this award, unless otherwise terminated earlier in accordance with this covenant;
 - 2. The **GRANTEE** agrees and binds himself to:
 - a. Pursue a sabbatical assignment for which this award is granted for one (1) year from August 1, 2018 and to terminate on July 31, 2019 of which his leave will be spent in the university;
 - b. Submit to the OVPI thru the APB, the following outputs at the end of the Sabbatical period:
 - 1. At least one full-blown teaching manual certified by the IMDC to have passed rigorous review and has been accepted for publication with an ISBN number.

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- 2. At least two (2) scientific articles published in a reputable refereed journal, as senior author. Such articles should be products of his own research and are not in any way derived from student theses. In case the articles are not yet off the press at the end of the sabbatical assignment, a certification from the Editor/s-in-Chief indicating that such articles have been accepted for publication will suffice.
- c. Pay back VSU the full amount spent for her Sabbatical Grant if the GRANTEE fails to submit her sabbatical outputs at end the Sabbatical Leave.
- d. Serve VSU for a period of one (1) year after his sabbatical assignment;
- e. The GRANTEE shall forfeit or otherwise cease to be entitled to all benefits and privileges (including travel privileges charged to the university) due his under this Agreement and shall likewise be required to reimburse in the same manner herein specified should she fail to comply or observe any of the obligations stipulated herein and for other causes within his control such as the following:
 - f.1 Going on leave without pay after the end of his sabbatical leave;
 - f.2 Optional retirement from the service;
 - f.3 Removal from office for a cause; or
 - f.4 Revocation of the grant/privilege by competent authority on account of the Grantee's conduct or behavior prejudicial to the University interests.
- 3. The **GRANTOR** binds himself to pay salary and other benefits as provided by law for the duration of his sabbatical assignment.

IN WITNESS WHEREOF, we hereunto set our hands this 0 day of 2018 at Visca, Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY

ViSCA, Baybay City, Leyte

By:

EDGARDO E. TULIN

Grantor

TEOFANES A. PATINDOL

Grantee

Signed in the presence of:

BEATRIZ S. BELONIAS

Witness

LOURDES B. CANO

Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) PROVINCE OF LEYTE) S. S. MUNICIPALITY OF BAYBAY

Doc. No. 491;

Page No. 90; Book No. XXI; Series No. 2018:

day of AUG 0 8 2018, in the City of BEFORE ME, this _____ day of AUG 0 8 2010 , 2018, in the City of Baybay, Province of Leyte, Philippines, personally appeared DR. EDGARDO E. TULIN and DR. TEOFANES A. PATINDOL exhibiting to me their VSU ID Nos. V00522 and V00394 issued in Visca, Baybay City, Leyte, respectively, personally known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

This instruments consists of three (3) pages, including this page on which this acknowledgment is written, signed on the left hand margin of pages 1 and 2 and on the upper portion of this page by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF I have hereunto set my hand on the day, year, and place above written.

Notary Public

Until December 31, 2018

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ATTY. RYSAN A. GUINOCOR NOTARY PUBLIC UNTIL DECEMBER 31, 2018

PTR 1318 576 - BAYBAY, LEYTE - 1/10/18 IBP 025419 - TACLUBAN CITY - 4/10/18

MCLE COMP. NO. V-0009580-07/20/15

ROLL OF ATTORNEYS NO. 57467