

LEYTE STATE UNIVERSITY  
Visca, Baybay, Leyte

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STUDY LEAVE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

The Leyte State University (LSU) formerly the Visayas State College of Agriculture (ViSCA), an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700, and converted into a University by virtue of R.A. 9158 with principal office at Baybay, Leyte duly represented by the University President, Dr. Paciencia P. Milan, hereinafter referred to as the GRANTOR;

-and-

JACQUELINE M. GUARTE of legal age, Filipino, married, with residence and postal address at LSU Campus, Baybay, Leyte hereinafter referred to as the GRANTEE;

WITNESSETH

WHEREAS, the Leyte State University has to promote staff development through faculty Scholarship, Fellowship or Financial Assistance for graduate/post graduate work in major fields of specialization;

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

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 hereby accepts a **Financial Grant** to be effective on **June 01, 2006** to **May 31, 2007** subject to the renewal upon recommendation of the LSU Scholarship Committee and compliance with the pertinent provisions of this Contract for the completion of a **Doctoral degree in Statistics** to be pursued by the Grantee pursuant to and by virtue of this award, unless otherwise terminated earlier in accordance with this covenant. In case of an approved renewal or extension of her **Financial Grant** beyond the period specified in this Contract, there shall be no more necessity for another instrument to be drawn.
2. The GRANTEE agrees and binds herself to:
  - a. Pursue a **Doctoral degree in Statistics** for which this award is granted in **University of the Philippines, Diliman, Quezon City**.
  - b. Conduct herself in a manner not to bring disgrace or dishonor to herself and/or her country;
  - c. Take a full academic load every semester without changing her field of specialization without prior clearance from the GRANTOR;
  - d. Conform to all rules, regulations and laws of the institution she is attending and to such other regulations as may be duly prescribed by the GRANTOR in connection with the *Financial Grant*;

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- e. Retain the *financial grant* throughout the period unless compelled to withdraw for urgent reasons and upon approval of the GRANTOR;
- f. Accept no other kind of Financial grant without clearance from LSU;
- g. Maintain a semestral grade point average acceptable to the graduate school;
- h. Return to LSU immediately upon termination/completion of her studies or course under the grant; and submit a written report on her studies within sixty (60) days after return to duty;
- i. Serve LSU for a period of time at the rate of two years for every year or a fraction thereof not less than two months of enjoyment of the grant within the Philippines or outside the Philippines, less than two months of enjoyment of said grant shall be served for half the rate. Provided, that failure to comply with the provisions of this paragraph or willful abandonment of the grant, resulting to the non-completion of the degree pursued shall obligate the GRANTEE to reimburse immediately in full to the GRANTOR all the expenses that the latter of the Philippine Government may have incurred including transportation, salaries and other expenses related thereto as well as external financial grants given through or upon endorsement of the University in connection with her grant plus an equity charge equivalent to 100% of the total amount expended, in which case shall not be less than P 5,000.00 and 14% interest per annum from the date of breach or revocation. It should be fully understood that proportionate refund shall in NO CASE be allowed.
- j. Pay back LSU the full amount spent for her grant if the GRANTEE fails to complete or finish the degree for any reason whatsoever. Returning back to LSU to serve the University without completing the degree shall not free the GRANTEE of her obligation to reimburse in full the amount spent of her grant.
- k. Submit a copy of the thesis manuscript to the LSU Library.

3. The grantor binds itself to pay;

- a. Salary
- b. One round economy transportation by place from LSU to the place of study.

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IN WITNESS WHEREOF, we hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_ at Baybay, Leyte, Philippines.

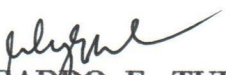
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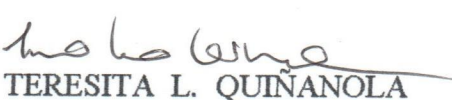
By:

  
PACIENCIA P. MILAN  
GRANTOR

  
JACQUELINE M. GUARTE  
GRANTEE

Signed in the presence of:

  
EDGARDO E. TULIN  
Witness


  
TERESITA L. QUINANOLA  
Witness

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

BEFORE ME, this 20th day of June, 2006, in the Municipality of Baybay, Province of Leyte, Philippines, personally appeared Dr. Paciencia P. Milan and JACQUELINE M. GUARTE exhibiting to me their Residence Certificate No. 17528011 issued at Baybay, Leyte on January 11, 2006 and 17529844 issued at Baybay, Leyte on January 18, 2006 personally known to me to be the same person who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

This instruments consist 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.

  
ZENEN A. PURAY  
NOTARY PUBLIC  
FOR THE PROVINCE OF LEYTE AND CITIES  
OF ORmoc AND TACLOBAN  
UNTIL DECEMBER 31, 2006  
PTR PL NO. 1942555 JAN 5/06 BAYBAY, LEYTE  
IBP NO. 654759 ISSUED DEC. 29/05 ORMOC CITY FOR CY 06  
ROLL OF ATTY. NO. 11914  
TIN NO. 146 240 38 0

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