

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of agreement made and entered by and between:

The **Visayas State University (VSU)**, a state institution with principal office at Baybay, Leyte, represented herein by **DR. JOSE L. BACUSMO** its President hereinafter referred to as the mother agency of the detailed employee, **FRANCISCO G. GABUNADA** as party of the first part:

-and-

The **Philippine Carabao Center (PCC)**, Department of Agriculture a government agency with principal office at National Gene Pool & Headquarters Science City of Muñoz, Nueva Ecija, created under Republic Act No. 7307, otherwise known as the Philippine Carabao Center Act of 1992, represented by **DR. LIBERTADO C. CRUZ**, Executive Director, employee, **PROF. FRANCISCO G. GABUNADA** as party of the second part:

WITNESSETH

WHEREAS, the VSU and PCC recognize the importance of cooperative effort in the implementation and coordination of the Carabao Program by virtue of Section 12, Republic Act No. 7307, enacted on March 27, 1992;

WHEREAS, VSU is one of the host institutions of the PCC Network and hosts PCC at VSU, an operating unit under the direct supervision of a Center Director;

WHEREAS, VSU and PCC mutually agreed that Mr. Gabunada serve as the Center Director PCC at VSU from June 1, to September 30, 2011 on a detail agreement with a monthly salary of Forty Three Thousand Six Hundred Twelve Pesos.

WHEREAS, under the VSU system the maximum service for seconded staff is only three (3) years and thereafter the staff has to return to VSU being its mother agency.

WHEREAS, VSU is willing to allow Mr. Gabunada to be on detail effective June 1, 2011 to September 30, 2011 as Agricultural Center Chief at PCC at VSU after the maximum period of secondment for three (3) years on the conditions that his salary is equivalent to that given to him during his period of secondment;

WHEREAS, Rule VII, Section 9 of Civil Service Commission, Omnibus Rules Implementing Book V of Executive Order No. 292 of said Commission provides that: "detail" is a movement of an employee from one department or agency to another which does not involve a reduction in rank, status or salary. Detail shall be allowed only for a maximum period of one year. Detail beyond one year shall be allowed provided it is with the consent of the detailed employee.

NOW, THEREFORE, for and in consideration of the above premises, the parties hereto stipulate, covenant and agree that **Prof. Francisco G. Gabunada Jr.** shall be on detail to PCC at VSU from June 1, 2011 to September 30, 2011 with the agreement that PCC shall pay the salary rate of Mr. Gabunada equivalent to Agricultural Center Chief amounting to ₱ 43,612.00 and ₱ 1,500.00 personal relief allowances (PERA), ₱ 500.00 additional compensation and ₱ 8,000.00 as monthly Representation and Transportation Allowance (RATA) unless otherwise terminated by the receiving agency (PCC) for cause.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives, affixed their signatures this 1st day of June 2011.

**VISAYAS STATE UNIVERSITY
CENTER**

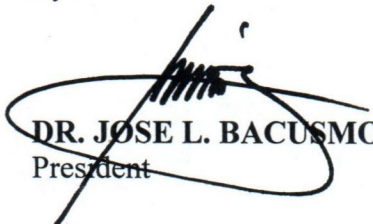
PHILIPPINE CARABAO

Party of the First Party

Party of the Second Party

By:

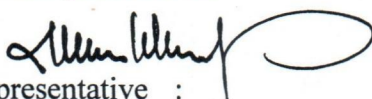
By:


DR. JOSE L. BACUSMO
President


DR. LIBERTADO C. CRUZ
Executive Director

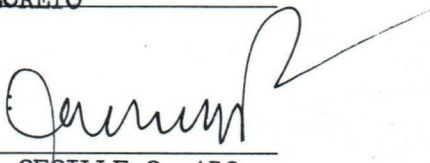
Signed in the presence of:

VSU Representative :




ALAN B. LORETO

PCC Representative



CECILLE C. ABO

CONFORME :


FRANCISCO G. GABUNADA JR.
Agricultural Center Chief IV

ACKNOWLEDGMENT

Republic of the Philippines)
In the Municipality of Leyte) S.S.
~~SCIENCE CITY OF MUÑOZ~~)

SCIENCE CITY OF MUÑOZ

BEFORE ME, a notary Public for the Municipality of _____
and the Province of _____, this _____ day of
_____ 2011 personally appeared:

LIBERTADO C. CRUZ, Ph. D.

DR. JOSE L. BACUSMO

Res. Cert. No. 02753102
Issued at Science City of Muñoz, N.E.
Issued on January 2, 2012

Res. Cert. No. 31073864
Issued at Baybay City
Issued on 09 January 2012

Who are known to be the same person who executed the foregoing instrument and acknowledged to me that same is their own free act and voluntary deed. The instrument consists of 3 pages including the page on which this acknowledgment is written, and each page of which duly signed by the parties and their witnesses.

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

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Book No. 115
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Rodolfo T. Tobias
RODOLFO T. TOBIAS
NOTARY PUBLIC
UNTIL DECEMBER 31, 2012
PTR NO. 0213261:01-02-2012
SCIENCE CITY OF MUÑOZ, NUEVA ECIIJA
ROLL No. 39824

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