

VISAYAS STATE UNIVERSITY
Baybay City, Leyte

STUDY LEAVE CONTRACT

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 City, Leyte duly represented by the University President, Dr. Jose L. Bacusmo, hereinafter referred to as the GRANTOR;

-and-

NORBERTO E. MILLA of legal age, Filipino, with residence and postal address at **VSU Campus, Baybay City, Leyte** hereinafter referred to as the GRANTEE;

WITNESSETH

WHEREAS, the Visayas 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 agrees to pursue graduate program with financial support from the University;

WHEREAS, the University is supporting the employee to grow by granting him a study leave and endorsing him to a sponsoring agency outside of the University;

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 16, 2008 to June 15, 2009** subject to the renewal upon recommendation of the VSU Scholarship Committee and compliance with the pertinent provisions of this Contract for the completion of a **Doctoral of Philosophy** 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 extension of *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 to:
 - a. Pursue a **Doctoral of Philosophy** degree in **Statistics** for which this award is granted in University of the Philippines, Los Baños, Laguna.
 - b. Conduct himself in a manner not to bring disgrace or dishonor to *himself* and/or *his* country;
 - c. Take a full academic load every semester without changing *his* field of specialization without prior clearance from the GRANTOR;
 - d. Conform to all rules, regulations and laws of the institution *he* is attending and to such other regulations as may be duly prescribed by the GRANTOR in connection with the *Financial Grant*;

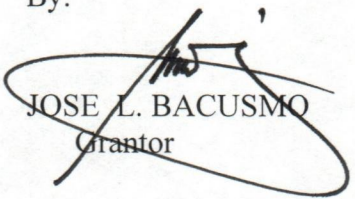
- e. Retain the financial grant throughout the period unless compelled to withdraw for urgent reasons and upon approval of the GRANTOR;
- f. Accept no other kind of Financial Grant without clearance from VSU;
- g. Maintain a semestral grade point average acceptable to the graduate school;
- h. Return to VSU immediately upon termination/completion of his studies or course under the grant; and submit a written report on his studies within sixty (60) days after return to duty;
- i. Serve VSU 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 at the rate of three years if enjoyed 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 VSU the full amount spent for his grant if the GRANTEE fails to complete or finish the degree for any reason whatsoever. Returning back to VSU to serve the University without completing the degree shall not free the GRANTEE of his obligation to reimburse in full the amount spent of his grant.
- k. Submit a copy of the thesis manuscript to the VSU Library.

3.The GRANTOR binds itself to pay:

- a. Salary

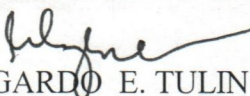
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Baybay City, Leyte

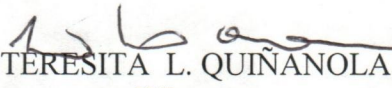
By:


JOSE L. BACUSMO
Grantor


NORBERTO E. MILLA
Grantee

Signed in the presence of:


EDGARDO E. TULIN
Witness


TERESITA L. QUIÑANOLA
Witness

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

BEFORE ME, this _____ day of 13 JUN 2008, 2008, in the City of Baybay, Province of Leyte, Philippines, personally appeared **Dr. JOSE L. BACUSMO and NORBERTO E. MILLA** exhibiting to me their Com. Tax Receipt Nos. 12301603 and 22045250 issued in Baybay City, Leyte on January 07, 2008 and Alauran, Leyte respectively, 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 instrument 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.

Doc. No. 263
Page No. 13;
Book No. XL;
Series No. 08;

ATTY. NORBERTO L. JUEGO
Notary Public
Until December 31, 2008
PTR NO. 1869403 - 01.03.08
TAN NO. 1869403 - 01.03.08
IBP NO. 721811 - 01.03.08
TIN NO. 201902783
ROLL NO. 44288