

TERMS OF REFERENCE FOR SABBATICAL LEAVE

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. JOSE L. BACUSMO hereinafter referred to as the GRANTOR;

-and-

DR. ALICE M. ACABAL of legal age, Filipino and married to DR. ANDRESITO D. ACABAL, with residence and postal address in VSU – Main Campus, Brgy. Pangasugan, Baybay, Leyte 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 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 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 June 1, 2011 and to terminate on May 31, 2012 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 herself to:
 - a. Pursue a sabbatical assignment for which this award is granted;
 - b. Conduct herself in a manner not to bring disgrace or dishonor to herself and/or her country and University;
 - c. Submit to the Academic Personnel Board through the Office Vice President for Academic Affairs regular progress report of her activities at least once every semester;
 - d. Submit final written report of her sabbatical activities and accomplishment with supporting outputs/documents. Failure to submit the required report within three (3) months after her report to duty will deprive of her right to avail of the same privilege in the future and her salary on the fourth month after her report for duty will be withheld;
 - e. Serve VSU for a period of one (1) year after her sabbatical Assignment;

- f. Submit one (1) copy of *her* output the unit/department where the faculty belongs and one (1) to the Office of the President through the Office of the Vice president for Academic Affairs.
- g. The GRANTEE shall forfeit or otherwise cease to be entitled to all benefits and privileges due *her* 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 hereby and for other causes within *her* control like the following:
- g.1. Going on leave without pay after the end of *her* sabbatical leave;
- g.2. Optional retirement from the service;
- g.3. Removal from office for a cause; or
- g.4. Revocation of the grant/privilege by competent authority on account of the Grantee's conduct or behavior prejudicial to the University interests.

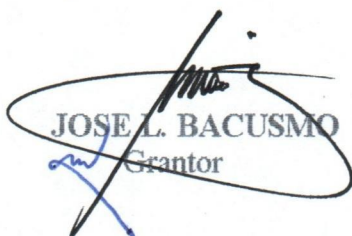
3. The GRANTOR binds itself to pay:

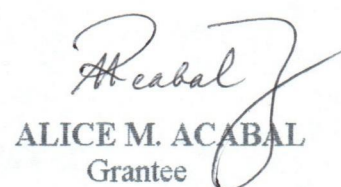
The Grantee's salary and other benefits as provided by law for the duration of *her* sabbatical assignment.

IN WITNESS WHEREOF, we hereunto set our hands this 24th day of June, 2011 at Baybay City, Leyte, Philippines.

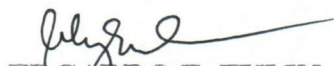
VISAYAS STATE UNIVERSITY
ViSCA, Baybay, Leyte

By:


JOSE L. BACUSMO
Grantor

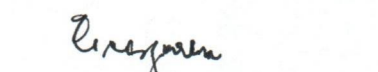

ALICE M. ACABAL
Grantee


Signed in the presence of:


EDGARDO E. TULIN
Witness


LOURDES B. CANO
Witness

Funds Available:


ERLINDA S. ESGUERRA
Administrative Officer V



Acabal

ACKNOWLEDGEMENT

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

BEFORE ME, this 24th day of June, 2011, in the municipality of Baybay, Province of Leyte, Philippines personally appeared DR. JOSE L. BACUSMO and DR. ALICE M. ACABAL exhibiting to me their Com. Tax Receipt Nos. 31953891 and 07447717 issued in Baybay, Leyte on January 6, 2011 and January 28, 2011, 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 instrument consists of three (3) pages, including this page on which this acknowledgement 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.

Jesus V. Palermo
JESUS V. PALERMO
Notary Public
UNTIL DECEMBER 31, 2012
PTR NO. PL 3916722, 1-3-11, BAYBAY, LEYTE
I.B.P. NO. 843667, LEYTE CHAPTER, 1-7-11
T.I.N. NO. 104-744-775. ROLL NO. 25093

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Palermo