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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into by and between:

The **VISAYAS STATE UNIVERSITY (VSU)**, an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700, and converted into a state university by virtue of R.A. 9158 & 9437, with principal office at Visca, Baybay, Leyte, Philippines, duly represented by its University President, **DR. JOSE L. BACUSMO**, hereinafter referred to as the mother agency of the seconded employee, Prof. **FRANCISCO G. GABUNADA, JR.**, 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 Rep. 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, JR.** as Party of the SECOND PART;

WITNESSETH:

WHEREAS, the LSU 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, both parties recognize that in order to properly deliver the mandate of PCC, the Agricultural Center Chief IV should work fulltime;

WHEREAS, Rule VII, Section 9 of the Civil Service Commission, Omnibus Rules Implementing Book V of Executive Order No. 292 of said Commission provides that: "Secondment is a movement of an employee from one department or agency to another which is temporary in nature and which may not require issuance of an appointment but may either involve reduction or increase in compensation";

WHEREAS, Prof. FRANCISCO G. GABUNADA, JR., a competent Professor is seconded to PCC at VSU to serve as the Center's Agricultural Center Chief IV with a monthly salary of P25,196.00 and P500.00 personal relief allowance (PERA), P1,500.00 additional compensation and P7,000.00 as monthly Representation and Transportation Allowance (RATA);

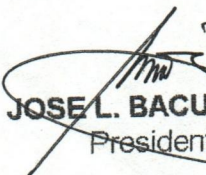
NOW, THEREFORE, for and in consideration of the above premises hereto stipulate, covenant and agree that Prof. FRANCISCO G. GABUNADA, JR.'s secondment from VSU to PCC shall be renewed effective June 1, 2009 to May 31, 2010, unless otherwise terminated by the receiving agency (PCC) for cause, provided that PCC shall pay the salary, bonuses and other remuneration of Prof. Francisco G. Gabunada, Jr., subject to PCC guidelines, during the period of his secondment;

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 1st day of June, 2009 at Baybay, Leyte, Philippines.

VISAYAS STATE UNIVERSITY
Baybay, Leyte

PARTY OF THE FIRST PART

By:


JOSE L. BACUSMO
President

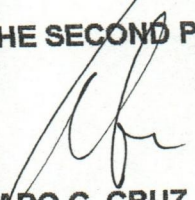
CONFORME:


FRANCISCO G. GABUNADA, JR.
Agricultural Center Chief IV

PHILIPPINE CARABAO CENTER
City of Muñoz, Nueva Ecija

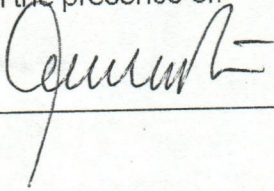
PARTY OF THE SECOND PART

By:

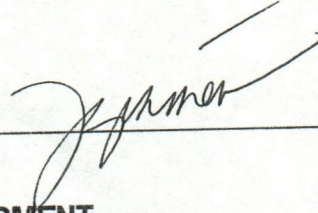

LIBERTADO C. CRUZ
Executive Director

Signed in the presence of:

1.



2.

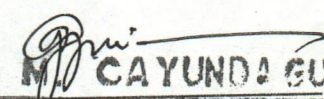


ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for the City of Baybay, this 1st day of June, 2009, personally appeared Dr. Jose L. Bacusmo with Comm. Tax Cert. No. 09419240 issued on Jan. 9, 2009 at Baybay, Leyte, known to me and to me known to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his voluntary act and deed. This instrument consisting of three pages including this 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 given.


GLORIOSA M. CAYUNDA GUINOCOR

Notary Public

UNTIL DEC 31, 2011

PTR NO. 2032278-1/5/09

IBP NO. 743105-12/17/08

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