Republic of the Philippines

# PHILIPPINE COUNCIL FOR AGRICULTURE, FORESTRY AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT

(PCARRD) Los Baños, Laguna

## SCHOLARSHIP CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This scholarship contract entered into and executed by and among:

The PHILIPPINE COUNCIL FOR AGRICULTURE, FORESTRY AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT, herein referred to as PCARRD with office address at Los Baños, Laguna and represented by its Executive Director, DR. PATRICIO S. FAYLON;

The LEYTE STATE UNIVERSITY, herein referred to as the MOTHER AGENCY with office address at ViSCA, Baybay 6521-A Leyte and represented by its President, DR. PACIENCIA P. MILAN;

-and-

MR. ROMEL B. ARMECIN, herein referred to as the AWARDEE, married, of legal age, Filipino and residing at Bachelor's Apartment, Leyte State University, ViSCA, Baybay, Leyte.

#### WITNESSETH

WHEREAS, PCARRD, in pursuit of its institution development mandate, undertakes its Human Resource Development Program through scholarship grants;

WHEREAS, the MOTHER AGENCY desires to upgrade its research and development human resource to be more responsive to the development needs of the region, in particular and the country, in general;

WHEREAS, the AWARDEE accepts this scholarship grant with all its terms and conditions as contained herein and as provided for in the scholarship guidelines (Annex A) made an integral part hereof.

NOW, THEREFORE, for and in consideration of the foregoing premises, PCARRD hereby awards a scholarship grant to the AWARDEE to enable him to undertake a doctorate degree program in Soil Science at the University of the Philippines Los Baños effective June 2005 for a duration of three (3) years or the number of years indicated in the scholar's course timetable agreed to by PCARRD, whichever is shorter, under the following terms and conditions to which all parties have agreed:

#### I. PCARRD's Responsibilities

A. Provide the awardee the following scholarship benefits during the period of the scholarship indicated herein subject to availability of funds or unless earlier terminated for reasons indicated in I-C in accordance with the scholarship policy guidelines.

#### **Benefits**

1. Matriculation, tuition and other school fees

## Manner of Payment

To be paid by PCARRD to the school upon receipt of the statement of account

2. Monthly allowance of P9,000 except when not enrolled or when enrolled on residency

To be paid by PCARRD to the awardee through Automated Teller Machine (ATM) after submission of requirements provided he is registered and still within the contract period. The last monthly stipend shall be withheld until the scholar's submission to PCARRD of his final thesis manuscript, approved by the Dean of the Graduate School, diploma or certificate of completion and official transcript of records.

3. Book/school supplies allowance of P2,500 per semester and P1,500 per summer, when enrolled. (Enrollment in this case has to be cleared with PCARRD)

To be paid by PCARRD to the awardee with full academic load at start of the semester/summer. Those doing purely thesis work are not entitled to book/school supplies allowance (these are covered by the thesis assistance).

4. Thesis assistance at a maximum of P60,000

Actual amount based on a duly approved thesis proposal, to be released in full to the awardee

 Graduation expenses including diploma, alumni fees, memorabilia and rent of toga up to a maximum P500 To be reimbursed by PCARRD to the awardee upon presentation of official receipts

6. Group accident and health insurance for P100,000 coverage

Premium to be paid by PCARRD, except during the period of his official leave and time extension

7. One time round trip travel fare to and from the place of residence to those whose base is outside the location of the university, for the whole duration of the scholarship program

To be reimbursed by PCARRD to the awardee upon presentation of official receipts

8. Monetary incentive for the AWARDEE based on academic performance and timeliness of completion of program

To be paid by PCARRD to the awardee

- B. Monitor the progress of the AWARDEE in the program;
- C. Reserve the right to renew or terminate this contract. The scholarship grant shall be terminated for lack of funds or for any of the following acts of the AWARDEE;
  - 1. failure to meet the academic standards set by PCARRD or university where the scholar is enrolled in;
  - 2. willfull failure to enroll or dropping of courses without PCARRD's approval
  - 3. failure to abide by or violation of the terms and conditions of this contract and the scholarship policy guidelines; and,

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- 4. gross misconduct including dishonesty; as defined by the Civil Service Commission or that which would jeopardize the scholarship program as determined by PCARRD.
- D. Provide financial assistance for the AWARDEE's re-entry program, if applied for within one year after graduation; and approved.

# II. Mother Agency's Responsibilities

- A. Release the AWARDEE from all duties and responsibilities for the duration of the scholarship, including the approved extension;
- B. Pay the full salary and other benefits of the AWARDEE for the duration of the scholarship;
- Assist PCARRD in monitoring the progress of the AWARDEE during and after the completion of the scholarship program;
- D. Require the AWARDEE to report back to her MOTHER AGENCY after graduation;
- E. Provide an appropriate plantilla position for the AWARDEE;
- F. Ensure the implementation of the AWARDEE's re-entry plan and report to PCARRD the status of its implementation on an annual basis;
- G. Coordinate with PCARRD in implementing penalty in case of the scholar's breach of contract;
- H. Ensure that returnee is given ample opportunity to be involved in R&D activities.

#### III. Awardee's Responsibilities

### During the Scholarship Period

- A. Devote full time to the program of study in the field of specialization and at the duly designated school as indicated in this contract and direct efforts towards accomplishing the purposes for which the award is made;
- B. Carry the required regular academic load of 12 units/semester and 6 units/summer, per approved plan of course work. The scholar is not expected to report back to work when summer enrollment is not possible;
- C. Maintain a general average of 2.0 or better for all courses taken and a satisfactory rating for the conduct of thesis and seminars throughout the duration of the scholarship. In cases where the scholastic requirements of the school are higher, the school standards shall prevail;
- D. Not to shift graduate program without prior approval of the school, MOTHER AGENCY and PCARRD;
- E. Not to enjoy simultaneously with the PCARRD scholarship grant any other scholarship grant, except for thesis augmentation;
- F. Comply with the regulations set by the school where she is pursuing the program;

- G. Not to take a Leave of Absence (LOA) from the program without prior approval of the school, the MOTHER AGENCY and PCARRD. If ever granted, his total leave of absence must not exceed the equivalent of one (1) school year. A report should be submitted to PCARRD upon the scholar's return to school, as basis for the resumption of the scholarship and financial privileges;
- H. Not to engage in any work for pay during the tenure of the scholarship;
- I. Submit to PCARRD and the MOTHER AGENCY the required progress reports indicated in the scholarship policy guidelines;
  - Comply with the actual period of study determined after PCARRD's validation of the course timetable with the plan of coursework approved by the Graduate School; and finish the program within the allotted scholarship period;
  - Inform PCARRD and MOTHER AGENCY one (1) month before the end of his scholarship contract, his status in school, in case he is not able to finish on time. In this case, he shall formally request for an extension in time, citing the following: reason/s for the delay; plan of action to finish the program at the earliest time; and, adjusted timetable of activities. The request has to be noted/recommended by his major adviser and the agency head.
  - Refund PCARRD all expenses incurred in connection with his scholarship program, two (2) years after the expiry date of the scholarship contract, with or without extension. Zero interest will be charged the scholar who is able to pay his scholarship obligation within three (3) years from the expiry date. Otherwise, interest charges based on the prevailing legal rate of interest shall be imposed, upon the deliberation and recommendation of the Human Resource Development Committee;

Where PCARRD's interest may be jeopardized, PCARRD may demand payment within a period earlier than two (2) years.

The refund shall be made on any of the following acts of the scholar:

- Willful abandonment of the scholarship or leave of absence without due notice and approval by PCARRD;
- Inability to complete the course within the specified duration of the program, except in valid cases as approved by PCARRD;
- 3. Transfer to private institutions or government agencies outside the PCARRD National R & D System except in valid cases as approved by PCARRD;
- 4. Failure to abide by or violation of the terms and conditions specified in this contract and as provided for in the scholarship policy guidelines;
- 5. Gross misconduct;
- 6. Removal from the service for a cause;
- 7. Resignation or optional retirement;
- 8. Other causes within the AWARDEE'S control.
- M. Upon successful completion of the scholarship program, i.e. after submission of a copy of the dissertation and diploma/certificate, AWARDEE shall be relieved of all scholarship accountabilities except the service obligation specified in the guidelines;
- N. The scholar shall be entitled to the refund of the amounts repaid due to non-completion of his program (within the prescribed period) if he completes the graduate program within his/her maximum residency period or two (2) years from the date of the collection notice, whichever comes first. This, however, does not apply to scholars who have voluntarily withdrawn before the program completion;

SUSAN S. MOLINA

J.

K.

LELITAR. GONZAL.

ENEDICTO E. SIMBULANTIR.

ROMEL B. ARMECIN

PACIENCIA P. MILAN

ATRICIOS. FAYLON

# After the Scholarship Period

- O. Serve the MOTHER AGENCY along the field of specialization pursued upon completion of the scholarship program for the equivalent period of one (1) year for every year or fraction thereof, of the scholarship;
- P. May transfer to other research centers and institutions within the PCARRD National Agriculture and Resources Research and Development Network upon the approval of the MOTHER AGENCY and after consultation with PCARRD;
- Provide PCARRD on yearly basis, information about his career development after graduation and application of re-entry plan;
  - R. Execute in favor of PCARRD and the MOTHER AGENCY, a Surety Agreement or post a surety bond with the Government Service Insurance System (GSIS) or any accredited company by the Office of Insurance Commission, to ensure his compliance with all the stipulations contained in this contract. The Surety Agreement shall be appended hereto as Annex B and made an integral part hereof. In lieu of the stipulated surety requirement, the AWARDEE may present adequate collateral subject to PCARRD's right to determine the acceptability and adequacy of the collateral presented, in which case, the AWARDEE shall execute a Special Power of Attorney authorizing the Executive Director of PCARRD to extrajudicially foreclose the collateral by selling the same at public auction and applying the proceeds to the payment of the AWARDEE's obligations, even without judicial action or order from the court.

IN WITNESS HEREOF, the parties hereunto set their signatures this \_\_\_\_ day of at Los Baños, Laguna, Philippines.

PHILIPPINE COUNCIL FOR AGRICULTURE, FORESTRY, AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT (PCARRD)

LEYTE STATE UNIVERSITY (LSU)

ROMEL B. ARMECIN Awardee

PATRICIO S. FAYLON Executive Director

BENEDICTO E. SIMBULAN, JR.
Officer-in-Charge, Institution
Development Division

Witness

PACIENCIA P. MILAN President

LELITAIR. GONZAL
Director, National Abaca
Research Center
Witness

CERTIFIED FUNDS AVAILABLE:

SUSAN S. MOLINA
Supervising Administrative Officer
Finance and Administration Division-Accounting Office

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Susan S. MOLINA	REPUBLIC OF THE PHI Province of Municipality of	(LIPPINES) ) S.S.	9 44 - 7 1	
	BEFORE ME, a Notary Public, for and in Philippines, this day of			
1 -	rimppines, this day	or 101 2 8 7 1999 to	ne following:	
GONZA	NAME	Designation	Community Tax Certificate No.	Date and Place of Issue
LELITAJR. GONZAL	PATRICIO S. FAYLON	Executive Director PCARRD	10750874	January 18, 2005 Los Baños, Laguna
7 8	ROMEL B. ARMECIN	Awardee LSU	21303356	Jan. 27, 2005 Baybay, Leyfe
SIMBULAN	PACIENCIA P. MILAN	President LSU	00491537	Jan 18, 2001 Baybay, leyte
TOE. SIM	BENEDICTO E. SIMBULAN, JR. Officer-in-Charge 16009526 Jan. 13, 2005 IDD, PCARRD Paciano Lizal, Calamba Ci			
BENEDIC	LELITA R. GONZAL	Director NARC, LSU	23572762	princh 30 ans
	SUSAN S. MOLINA	Supvg. Admn. Officer FAD, PCARRD	1331 2689	his bains, long.
ROMEL B. ARMECIN	known to me to be the same persons who executed the foregoing Scholarship Contract, consisting of six (6) pages including the page on which this acknowledgement is written, all pages having been signed by the parties and their witnesses and they acknowledged to me that the same is their free and voluntary act and deed.			
MILAN	IN WITNESS THEREOF, I have hereunto affixed my hand and notarial seal the date and place above written.  ATTY ELEPTO OF TERALLA Notary POTARY PUBLIC 2001  CalUntil December 5b; 200			
ACIENCA P. MILAN				
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