Records

VISAYAS STATE UNIVERSITY ViSCA, Baybay, Leyte

FELLOWSHIP GRANT

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. EDGARDO E. TULIN** hereinafter referred to as the **GRANTOR**;

-and-

MR. WENCES REY B. DELA PEÑA of legal age, single, Filipino, with residence and postal address in Brgy. San Pascual, Ubay, Bohol 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 has fully and satisfactorily met all the requirements as to qualification, standards and criteria set for the **Grant**;

NOW, THEREFORE, for and in consideration of the mutual stipulations and conditions hereinafter contained, the parties do hereby agree as follows:

- Subject to the terms and conditions stated below, the University hereby awards to the **Grantee**, and the latter hereby accepts a **Fellowship Grant** to be effective on **August 1**, 2019 and to terminate on **July 31**, 2020 subject to renewal upon recommendation of the VSU Scholarship Committee and compliance with the pertinent provisions of this Contract for the completion of a **PhD in Agronomy** 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 renewal or extension of *his* **Fellowship Grant** beyond the period specified in this Contract, there shall be no more necessity for another instrument to be drawn. However, the maximum period allowable to complete the degree is six (6) semesters and two summer only.
- 2. The **GRANTEE** agrees and binds *himself* to:
 - a. Pursue PhD in Agronomy at the University of the Philippines Los Baños, Laguna under the VSU Scholarship/Fellowship Grant;
 - b. Conduct *himself* in a manner not to bring disgrace or dishonor to *himself* and/or *his* country and University;
 - c. Take full academic load every semester based on the approved Study Plan/Plan of Course Work without changing his degree or the field of

1071

Alfre

8

specialization without prior clearance from the GRANTOR. If unable to enroll in a particular semester, *he* must temporarily return to work at VSU in order for him to continue receiving his salary and other benefits. Once reinstated, the monthly stipend, book allowance and other fellowship benefits shall be suspended during the whole period of reinstatement;

Dropping/filing of leave of absence within a semester is only allowed if due to sickness or other health reasons wherein treatment or rest is needed for the whole semester or school year as certified by a physician. After dropping, he must submit the following:

- a. Request for reinstatement.
- b. Application for appropriate leave of absence if necessary,
- c. Medical certificate supporting the leave of absence.

Failure to reinstate shall result to the following:

- 1. The faculty shall refund to VSU all salaries, stipend and other benefits received in that semester.
- 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 Fellowship Grant;
- e. Retain the **Fellowship Grant** throughout the period unless compelled to withdraw for urgent reasons and upon approval of the **GRANTOR**;
- f. Accept no other kind of Financial/Scholarship Grant without clearance from VSU.
- g. Maintain a semestral grade point average acceptable to the graduate school and submit a progress report of *his* studies as basis for the yearly renewal of the grant;
- h. Return to service shall only commence after completion of the degree subject of this grant. In case of health reasons and other justifiable causes, return to service may be temporarily allowed upon recommendation of the adviser and the Dean of Graduate School where the Grantee is studying, duly endorsed by the Department Personnel Committee and said service, however, shall not be considered as partial compliance of the GRANTEE's service obligation;
- i. Return to VSU immediately at the end of the semester when his studies or course under the **GRANT** is completed. Should the grantee fail to return to service during the summer term immediately preceding his completion of the degree will mean that said absences will be WITHOUT PAY unless the GRANTEE has leave or service credits where his absences will be charged. Summer vacation pay is only granted to faculty members in active service as teachers for the full two semesters preceding the summer vacation.
- j. Submit a written report on *his* studies within sixty (60) days after return to duty;
- k. 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 outside the Philippines, less than

N

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 or 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 *his* **GRANT** plus an equity charge equivalent to 100% of the total amount expended, in which case shall not be less than P5,000.00 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.

- 1. Pay back VSU the full amount spent for his GRANT if the GRANTEE fails to complete or finish the degree due to any of the following reasons: resignation, voluntary retirement or failure to meet the academic standards due to negligence and non-health reasons. Returning 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.
- m. Submit 3 hard copies of approved dissertation distributed to: a) One (1) VSU Library, b) one (1) College Library, and one (1) to the QAC upon return from study leave. One (1) copy in CD format must also be submitted to the VSU Library.
- 3. The **GRANTOR** binds itself to pay:
 - a. Salary
 - b. Stipend
 - c. Book Allowance
 - d. Thesis Support
 - e. School Fees
 - f. One round-trip economy transportation by plane and bus from VSU to the place of study (within the Philippines) during the entire duration of the **GRANT.**

IN WITNESS WHEREOF, we hereunto set our hands this _____ day of ____ at Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY

Visca, Baybay City, Leyte

By:

EDGARDO E. TULIN

Grantor

WENCES REY/B/ DELA PEÑA

50

2010

Grantee

Signed in the presence of:

BEATRIZ S. BELONIAS

Witness

LOURDES B. CANO

Witness

ACKNOWLEDGEMENT

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

BEFORE ME, this 5 JUL 20th of _______, 2019, in the Municipality of Baybay, Province of Leyte, Philippines, personally appeared **Dr. EDGARDO E. TULIN and MR.** WENCES REY B. DELA PEÑA. exhibiting to me their VSU ID No. V000522 and VSU ID No. V1043, 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 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.

Notary Public Until December 31, 2019 PTR _____ TAN

Doc. No. 169; Page No. 24; Book No. 2019; Series No. 2019;

ATTY. RYSAN C. GUINOCOR

NOT BY FUBLIC

UNTIL DECEMBER 31, 2020

PTR 2776248 - BAYBAY CITY, LEYTE - 1/25/19

IBF 048243 - TAGLOBAK CITY - 1/40/49

MCLE GOMP. NO. VI - 0003549 - 07/22/17

ROLL DE ATTORNEYS NO. 57467

M