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## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of agreement made and entered by and between:

The **Visayas State University (VSU)**, a state institution with principal office at Baybay, Leyte, represented herein by **DR. JOSE L. BACUSMO** its President hereinafter referred to as the mother agency of the seconded employee, **JULIUS V. ABELA** 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 Republic Act No. 7307, otherwise known as the Philippine Carabao Center Act of 1992, represented by **DR. LIBERTADO C. CRUZ**, Executive Director, employee, **DR. JULIUS V. ABELA** as party of the second part:

### WITNESSETH

**WHEREAS**, the VSU 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**, VSU is one of the host institutions of the PCC Network and hosts PCC at VSU, an operating unit under the direct supervision of a Center Director;

**WHEREAS**, VSU and PCC mutually agreed that Dr. Abela serve as the Center Director PCC at VSU from March 27, 2013 to March 26, 2014 under a secondment agreement with a monthly salary of Forty Nine Thousand Seven Hundred Fifty Pesos Only.

**WHEREAS**, under the VSU system the maximum service for seconded staff is only three (3) years and thereafter the staff has to return to VSU being its mother agency.

**WHEREAS**, VSU is willing to allow Dr. Abela to work full time as Agricultural Center Chief at PCC at VSU after the maximum period of secondment for three (3) years on the conditions that his salary is equivalent to that given to him during his period of secondment;

**WHEREAS**, Rule VII, Section 9 of Civil Service Commission, Omnibus Rules Implementing Book V of Executive Order No. 292 of said Commission provides that: "detail" is a movement of an employee from one department or agency to another which does not involve a reduction in rank, status or salary. Detail shall be allowed only for a maximum period of one year. Detail beyond one year shall be allowed provided it is with the consent of the detailed employee.

*[Handwritten signature]*

NOW, THEREFORE, for and in consideration of the above premises, the parties hereto stipulate, covenant and agree that **Dr. Julius V. Abela** shall be on detail to PCC at VSU from March 27, 2013 to March 26, 2014 with the agreement that PCC shall pay the salary rate of Dr. Abela equivalent to Agricultural Center Chief amounting to ₱ 49,750.00 and ₱ 1,500.00 personal relief allowances (PERA), ₱ 500.00 additional compensation and ₱ 10,000.00 as monthly Representation and Transportation Allowance (RATA) unless otherwise terminated by the receiving agency (PCC) for cause.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives, affixed their signatures this 8<sup>th</sup> day of June 2013.

VISAYAS STATE UNIVERSITY  
CENTER

PHILIPPINE CARABAO

Party of the First Part

Party of the Second Part

By:

By:

  
**DR. JOSE L. BACUSMO**  
President

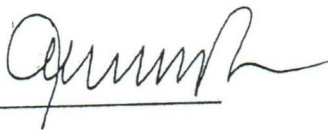
  
**DR. LIBERTADO C. CRUZ**  
Executive Director

Signed in the presence of:

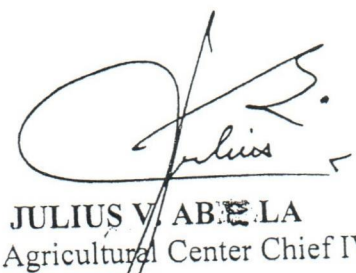
VSU Representative :



PCC Representative :



CONFORME

  
**JULIUS V. ABELA**  
Agricultural Center Chief IV



ACKNOWLEDGMENT

Republic of the Philippines)  
In the Municipality of Leyte) S.S.  
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BEFORE ME, a notary Public for the Municipality of Baybay  
and the Province of Leyte, this 18th day of  
June 2013 personally appeared:

LIBERTADO C. CRUZ, Ph. D.

DR. JOSE L. BACUSMO

VSU ID # V00065

Who are known to be the same person who executed the foregoing instrument and acknowledged to me that same is their own free act and voluntary deed. The instrument consists of 3 pages including the 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 written.

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Page No. 065  
Book No. IV  
Series of 2013

  
ATTY. RYSAN C. GUINOCOR  
NOTARY PUBLIC

UNTIL DECEMBER 31, 2014  
PTR 6003452 - BAYBAY CITY - 1/8/13  
IBP 876784 - TAGLOBAT CITY - 12/28/12  
MOLE COMPLIANCE CERT. 4-000403 - 11/24/11  
ROLL OF ATTORNEY NO. 57467





