LEYTE STATE UNIVERSITY ViSCA, Baybay, Leyte

133

TRAINING CONTRACT

The Government of the Philippines through the LEYTE STATE UNIVERSITY represented by Dr. PACIENCIA P. MILAN, President with principal office at LSU, Baybay, Leyte, hereinafter referred to as the GRANTOR;

-and-

Ms. Magdalene A. Cesar of legal age, Filipino, single, presently residing at LSU Campus, Baybay, Leyte hereinafter referred to as the GRANTEE;

WITNESSETH:

That pursuant to the provision of E. O. 129 as amended and in consideration of the grant and acceptance by the **GRANTEE** of a **JAVA Software Development Program** to undergo training on official time from **April 16, 2007 to May 26, 2007**, the **GRANTEE** hereby agrees to the following terms and conditions:

- 1. That the **Grantee** shall keep up with the standards of the training fellowship or award;
- 2. That the **Grantee** shall conduct *herself* in a manner as not to bring disgrace or dishonor to *herself* and/or *her* country;
- 3. That the **Grantee** shall submit to the head of *her* agency and to other concerned offices a completion report of *her* fellowship within sixty (60) days after *her* return to duty;
- 4. That, if there is sufficient reason for the extension of the **Grantee's** original fellowship award, she shall submit a formal request to her agency, with justification/recommendation from her Program Adviser. It is understood that approval of the extension shall be made only upon the recommendation of the **Grantee's** agency and upon the **Grantee's** execution of a supplementary contract covering the extension period;
- 5. That the Grantee shall return immediately and report to *her* office upon the completion or termination of *her* fellowship grant;
- 6. That the **Grantee** shall serve *her* Agency or any other government office or instrumentality at the rate of **two (2) years** for not more than three months enjoyment of the grant or three years for more than three months to six months enjoyment of the grant.
- 7. That the **Grantee** accepts the value of the following as follows:
 - a. Salaries
 - b. Allowances (PERA/ACA)
- 8. That should the **Grantee** fail to comply with the foregoing conditions through *her* fault or willful neglect, resignation, voluntary retirement or other causes within *her* control, *she* shall refund to *her* office the amount defrayed by the Philippine Government and the sponsor as enumerated in section 7.

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Proportionate refund shall be allowed, provided that the **Grantee** has served *her* Office or agency at least 75% of *her* total service obligation;

132

IN WITNESS THEREOF, we have hereunder set our hands this __day of May, 2007, at ______ Mlesar PACIENCIA P. MILAN MAGDALENE A. CESAR Head of Agency (Grantee) Grantor Signed in the presence of: Who EDGARDO E. TULIN TERESITA L. QUIÑANOLA Witness Witness ACKNOWLEDGEMENT REPUBLIC OF THE PHILIPPINES) PROVINCE OF LEYTE) S. S. MUNICIPALITY OF BAYBAY BEFORE ME, this day of Municipality of Baybay, Philippines, personally appeared Dr. Paciencia P. Milan and Miss Maagdalene A. Cesar exhibiting to me their Residence Certificate No. 23331547 issued at Baybay, Leyte on January 8, 2007 and 2333 4334 issued at Raybay on January 8 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.. IN WITNESS WHEREOF, I have hereunto set my hand this ZENEN A. PURAY NOTARY PUBLIC FOR THE BROWN DESIGN LEYTE AND CITIES Until December AND OACLOBAN PTR NO. PL 0459400 DEC. 28/06 FOR CY '07, BAYBAY, LEYTE IBP NO. 654900 ISSUED DEC. 28/06 FOR CY'OZ, TAGLOS AN CITY 05 Doc. No. ROLL OF ATTY, Id. 11714 TIN NO. 146 240 380 Page No. Book No. I Series No. 2007