VISAYAS STATE UNIVERSITY
ViSCA, Baybay, Leyte

## TERMS OF REFERENCE

FOR SABBATICAL LEAVE

## 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-

DR. HENRY Y. GOLTIANO of legal age, married, Filipino, with residence and postal address at 40 Kilbourne Drive, VSU, Visca, Baybay City, Leyte, Leyte hereinafter referred to as the GRANTEE;

## WITNESSETH

WHEREAS, the Visayas State University has to promote and maintain its own merit system by encouraging its academic staff to study, investigate, undertake research or go into exchange professorship to improve staff competencies, efficiency and effectiveness or for rest and renewal for qualified faculty through sabbatical leave;

WHEREAS, the **GRANTEE** has fully and satisfactorily met all the requirements as to qualification, standards and criteria set for the sabbatical leave;

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

1. Subject to the terms and conditions stated below, the University hereby awards to the **GRANTEE** and the latter accepts a **Sabbatical Leave** (**Scholarly Work**) which will commence on **March 15**, 2021 and will terminate on **March 14**, 2022 and in compliance with the pertinent provisions of this Agreement for the completion of the Sabbatical leave to be pursued to and by virtue of this award, unless otherwise terminated earlier in accordance with this covenant. Dr. Goltiano is qualified for the grant because he has earned PhD degree, holds an Associate Professor V position and has served the university for more than 6 years;

2. The **GRANTEE** agrees and binds to wit:

- a. Pursue a sabbatical assignment for which this award is granted for one

   (1) year from March 15, 2021 and to terminate on March 14, 2022 of which his leave will be spent with in the Philippines;
- b. He shall be cleared of all responsibilities from the university. He shall relinquish and turn-over all his duties and responsibilities in instruction, research, extension, production, administration and other responsibilities to another faculty or staff of the unit, during the whole duration of the sabbatical leave. As such, he shall cease to be entitled to the services and privileges accorded to faculty members who are on active service, such as:
  - b.1. use of office space, laboratory and other facilities of the unit and the university (except library)

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- b.2. utilizing the services of administrative and research/extension staff of the unit
- b.3. use of department supplies, materials and equipment, including university vehicles
- c. He shall work on his intended sabbatical outputs, as approved by the BOR, during the period of the leave, and submit to the OVPAA thru the VSFC-AS together with the letter of intent to reinstate, one hard copy of each of the following outputs at the end of the Sabbatical period:
  - 1. Three research articles as **senior author**, published in a peerreviewed non-predatory or reputable journal. A Certification from the Editor/s-In-Chief indicating that such article has been accepted for publication will suffice if the publication is not yet off the press at the end of the sabbatical assignment;
- d. Pay back VSU the full amount spent for his Sabbatical Grant if the GRANTEE fails to submit his sabbatical outputs at the end of the Sabbatical Leave. A grace period of not more than 30 days to submit the outputs shall be subject to VSFC-AS approval of written request.
- e. Serve VSU for a period of one (1) year after his sabbatical assignment;
- f. The GRANTEE shall forfeit or otherwise cease to be entitled to all benefits and privileges (including travel privileges charged to the university) due him under this Agreement and shall likewise be required to reimburse in the same manner herein specified should he fail to comply or observe any of the obligations stipulated herein and for other causes within his control such as the following:
  - f.1 Going on leave without pay after the end of his sabbatical leave;
  - f.2 Optional retirement from the service;
  - f.3 Removal from office for a cause; or
  - f.4 Revocation of the grant/privilege by competent authority on account of the Grantee's conduct or behavior prejudicial to the University interests.
- g. The **GRANTOR** binds to pay the **Grantee** salary and other benefits as provided by law for the duration of his sabbatical assignment.

IN WITNESS WHEREOF, we hereunto set our hands this \_\_\_\_ day of MAR 2021, 2021 at Visca, Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY ViSCA, Baybay City, Leyte

By:

EDGARDO E. TULIN

Grantor

HENRY Y. GOLTIANO

Grantee

Signed in the presence of:

BEATRIZ S. BELONIAS Witness

HONEY SOFIA V. COLLS

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) PROVINCE OF LEYTE MUNICIPALITY OF BAYBAY)

1 0 MAR 2021 BEFORE ME, this day of 2021, in the City of Baybay, Province of Leyte, Philippines, personally appeared DR. EDGARDO E. TULIN and DR. HENRY Y. GOLTIANO exhibiting to me their VSU ID No. V00522 and VSU ID No. V000859, respectively, issued in Visca, Baybay City, Leyte, respectively, 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 consisting of three (3) pages including this acknowledgment has been signed on each 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.

> GUINOCOR Notary Public

Until June 30, 2021 PTR No. 5069132-Baybay, Leyte-1/12/2021 IBP No. 134491-Tacloban City-12/11/2020 Roll of Attorneys No. 57467

MCLE No. VI-0003619-04/14/2022 Visca, Baybay City, Leyte

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