

# LEYTE STATE UNIVERSITY Visca, Baybay, Leyte

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# KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

The Leyte State University (LSU) formerly the Visayas State College of Agriculture (ViSCA), an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700, and converted into a University by virtue of R.A. 9158 with principal office at Baybay, Leyte duly represented by the University President, Dr. Paciencia P. Milan, hereinafter referred to as the GRANTOR;

#### -and-

Arturo E. Pasa of legal age, Filipino, married with residence and postal address at LSU, Baybay, Leyte hereinafter referred to as the GRANTEE;

### WITNESSETH

WHEREAS, the Leyte 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:

- 1. Subject to the terms and conditions stated below, the University hereby awards to the Grantee, and the latter hereby accepts a Financial Assistance grant to be effective on June 1, 2004 and to terminate on May 31, 2005 subject to the renewal upon recommendation of the LSU Scholarship Committee and compliance with the pertinent provisions of this Contract for the completion of a Ph. D. in Forestry 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 Financial Assistance beyond the period specified in this Contract, there shall be no more necessity for another instrument to be drawn.
- The GRANTEE agrees and binds himself to:
  - a. Pursue a Ph. D. course/degree in Forestry for which this award is granted in the UP Los Baños
  - b. Conduct himself in a manner not to bring disgrace or dishonor to himself and/or his country;
  - c. Take a full academic load every semester without changing his field of specialization without prior clearance from the GRANTOR;
  - 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 Financial Assistance Grant;

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- e. Retain the financial assistant grant throughout the period unless compelled to withdraw for urgent reasons and upon approval of the GRANTOR;
- f. Accept no other kind of Assistanship without clearance from LSU;
- g. Maintain a semestral grade point average acceptable to the graduate school;
- h. Return to LSU immediately upon termination/completion of his studies or course under the grant; and submit a written report on his studies within sixty (60) days after return to duty;
- i. Serve LSU 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 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 of 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 his grant plus an equity charge equivalent to 100% of the total amount expended, in which case shall not be less than P 5,000.00 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.
- j. Pay back LSU the full amount spent for his grant if the GRANTEE fails to complete or finish the degree for any reason whatsoever. Returning back to LSU 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.
- k. Submit a copy of the thesis manuscript to the LSU Library.
- 3. The GRANTEE shall forfeit or otherwise cease to be entitled to all benefits and privileges due his under this Agreement and shall likewise be required to reimburse in the same manner herein specified should he fail to meet, comply or observe any of the obligations stipulated hereby and for other causes within his control like the following:
  - a. Withdrawal from the Contract either during the life of the grant or during the period within which the Grantee shall have to render service to the Grantor;
  - b. Optional retirement from the service;
  - Removal from the service for cause;
  - d. Revocation of the grant by competent authority on account of the Grantee's conduct or behavior prejudicial to the University interests.
  - e. The GRANTOR binds itself to pay:a) Salary

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IN WITNESS WHEREOF, v September at Baybay, Le	ve hereunto set our han vte, Philippines.	ds this _	3rd	day	of
LEYTE STATE					
Visca, Bayl	bay, Leyle	D			
By:		-			
	ADTIDOF	404			
PACIENCÍA P. MILAN	ARTURÓ E. P GRANTEE	ASA			
GRANTOR	GRANIEL				
Signed in the presence of:					
signed in the presence of.				/	
11, .		here	1/		
MANUEL K PALOMAR	EDUARDO	O. MANO	GAOANG		
Witness		Witness			
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	had 12 12.	ins I			
	TERESITA L. QU	IÑANOL	$\mathbf{A}$		
	Witness				
REPUBLIC OF THE PHILIPPINES)					
	S. S.				
MUNICIPALITY OF HILONGOS )					
* * * *					
BEFORE ME, this 3rd	day of September	2004, in	the Muni	cipality	y of
Hilongos, Province of Leyte, Philippine	es, personally appeared	Dr. Paci	encia P. N	1ilan	and
Arturo E. Pasa exhibiting to me their	Residence Certificate No	0.1028280	l issued	at Bayl	bay,
Leyte on January 08, 2004 ar	16720986	issued at	Hilongo	s, ney	(ch
4-7-2004 personally know	n to me to be the sam	ie person	who exec	uted	the
foregoing instrument and they acknowl	edged to me that the sam	e is their i	ree and vo	luntary	act
and deed.	4 (2)	41 41		1 1	41.1
This instruments consist of	hree (3) pages, include	ding this	page on v	which	this
acknowledgment is written, signed on	the left hand margin of pa	ages I and	1 Z and on	i the uj	pper
portion of this page by the parties and t	heir witnesses and sealed	a with my	notarial s	eal.	1000
IN WITNESS WHEREOF I	have hereunto set my har	id on the	day, year,	and p	nace
above written.	W	-			
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	Notary Publ				
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