

MEMORANDUM OF AGREEMENT

RECEIVED

29 APR 2014

10:30 am
OFFICE OF THE
SCHOOL DIVISION OFFICER

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into by and between:

The **VISAYAS STATE UNIVERSITY (VSU)**, an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700, and converted into a state university by virtue of R.A. 9158 & 9437, with principal office at Visca, Baybay City, Leyte, Philippines, duly represented by its University President, **DR. JOSE L. BACUSMO**, hereinafter referred to as the **VSU**;

-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 Rep. Act No. 7307, otherwise known as the Philippine Carabao Center Act of 1992, represented by **DR. FELOMINO V. MAMUAD**, Officer-in-Charge, hereinafter referred to as the **PCC**;

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, 2014 to December 31, 2014 under a secondment agreement with a monthly salary of Forty Nine Thousand Seven Hundred Fifty Pesos Only (P49,750.00);

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, Rule VII, Section 9 of the 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 provide it is with the consent of the detailed employee;

WHEREAS, the Board of Trustees of the Visayas State College of Agriculture, now the Visayas State University, passed BOT Resolution No. 9, s. 2001 dated 20 January 2001 on the occasion of the 161st BOT Meeting held at Visca, Baybay City, Leyte approving the Guidelines on the Secondment of ViSCA staff;

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, 2014 to December 31, 2014 with the agreement that PCC

Julius

Abela

shall pay the salary rate of Dr. Abela equivalent to Agriculture Center Chief IV amounting to Forty Nine Thousand Seven Hundred Fifty Pesos Only (P49,750.00) and P 1,500.00 personal relief allowances (PERA), P 500.000 additional compensation and P 10,000.00 as monthly Representation and Transportation Allowance (RATA) unless otherwise terminated by the receiving agency (PCC) for cause.

Section 1. SECONDMENT OF Dr. JULIUS V. ABELA.

Pursuant to Book V, Title I, Chapter 4, Section 9 (4) of Executive Order 292, otherwise known as the Administrative Code of 1987, the VSU agrees to second Dr. Julius V. Abela to the **PHILIPPINE CARABAO CENTER** as Agriculture Center Chief IV therein.

Section 2. PERIOD OF THE SECONDMENT ARRANGEMENT.

The Secondment arrangement of Dr. Julius V. Abela to the **PHILIPPINE CARABAO CETER** shall take effect from March 27, 2014 until December 31, 2014.

Section 3. SALARY

Dr. Julius V. Abela shall be entitled to receive a basic monthly salary of FORTY NINE THOUSAND SEVEN HUNDRED FIFTY PESOS & 00/100 (P49,750.00) and a monthly representation and traveling allowance of TEN THOUSAND PESOS (P10,000.00), respectively, chargeable against the funds of the Research Program of the **PHILIPPINE CARABAO CETER**.

Section 4. OTHER BENEFITS AND PRIVILEGES

Pursuant to Rules III (6) (c) (vii) of CSC MC. 15, s.1999, the mother agency shall pay the difference between the salary offered by the PCC and the actual monthly salary per plantilla item position of Assistant Professor III for the duration of the Secondment Agreement.

Furthermore, pursuant to Rules III (6) (c) (vii) of CSC MC. 15, s. 1999, Dr. Julius V. Abela shall also be entitled to earn leave credits which are commutable immediately after cessation of his *Secondment* and payable by the **PHILIPPINE CARABAO CETER**.

Section 5. APPROVAL BY THE VSU BOARD OF REGENTS.

It is understood that this Memorandum of Agreement for the Secondment of Dr. Julius V. Abela to the **PHILIPPINE CARABAO CETER** shall be subject to the formal approval of the VSU Board of Regents.

Section 6. APPROVAL BY THE CIVIL SERVICE COMMISSION.

This Memorandum of Agreement for the Secondment of Dr. Julius V. Abela to the **PHILIPPINE CARABAO CETER** shall be submitted to the Civil Service Commission.

Section 7. AMENDMENTS

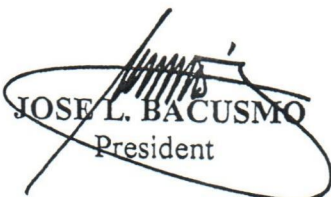
No modification of this Memorandum of Agreement or any of its provisions shall be made *except* by amendment which shall be signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives, affixed their signatures this 11 th day of April, 2014.

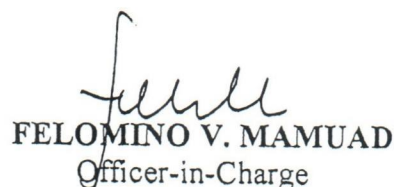
VISAYAS STATE UNIVERSITY
Baybay City, Leyte

PHILIPPINE CARABAO CENTER
City of Muñoz, Nueva Ecija

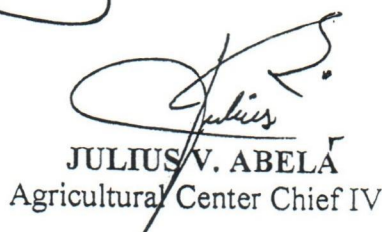
By:


JOSE L. BACUSMO
President

By:

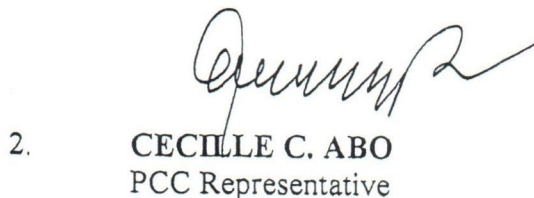

FELOMINO V. MAMUAD
Officer-in-Charge

CONFORME:


JULIUS V. ABELA
Agricultural Center Chief IV

Signed in the presence of:


1. **EDGARDO E. TULIN**
Vice President for Instruction

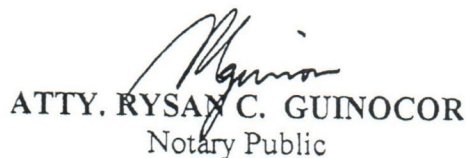

2. **CECILLE C. ABO**
PCC Representative

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for the City of Baybay, this 11 th day of April, 2014, personally appeared Dr. Jose L. Bacusmo with VSU ID No. V00065, known to me and to me known to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his voluntary act and deed. This instrument consisting of four pages including this 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 given.


ATTY. RYSAN C. GUINOCOR
Notary Public

Until December 31, 2014

PTR 7034762- Baybay City - 1/6/14

IBP 955320 - Tacloban City - 1/10/14

MCLE Compliance Cert. IV-003433 - 11/24/11

Roll of Attorney No. 57467

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 PROVINCE OF NUEVA ECIJA) S.S.
 SAN JOSE CITY N. ECIJA)

BEFORE ME, a Notary Public for the ~~SAN JOSE CITY N. ECIJA~~ day of 22 APR 2014, personally appeared Dr. Felomino V. Mamuad with Valid ID No. _____, known to me and to me known to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his voluntary act and deed. This instrument consisting of four pages including this 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 given.

~~ATTY. AVEGALE B. ESCUDERO-GARCIA~~

~~NOTARY PUBLIC~~

~~Commission expires on 12-31-15~~

~~Roll of Attorneys No. 54696~~

~~IBP Lifetime No. 010236~~

~~PTR No. 1264243; 01-02-14~~

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