



Office of the Secretary of the University
and of the Board of Regents

EXCERPT FROM THE APPROVED MINUTES OF THE
18th LSU Board of Regents Meeting
27 October 2004 * LNU, Tacloban City

HRMO

Lease Contract Between the Agricultural
Training Institute (DA-ATI) and
the Leyte State University (LSU)

BOR RESOLUTION NO. 80, s. 2004

Approving the lease contract between the Agricultural
Training Institute and the Leyte State University, as presented.

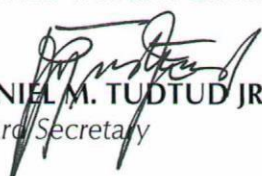
(attached is a copy of the approved lease contract)

BOARD ACTION: **APPROVED**

Date : 27 October 2004

ATTACHMENT : **R**

Certified True and Correct:


DANIEL M. TUOTUD JR.
Board Secretary

cc: OP
OVPAF
ODA
ATI

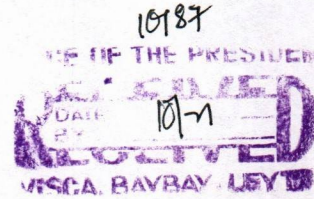
OVPAF



Item "R"
OP # 10187

Department of Agriculture
AGRICULTURAL TRAINING INSTITUTE
ATI Visca
LSU Campus, Visca, Baybay, Leyte
Tel/Fax No. (053) 335-2614
Email: ati_ntc_lsu@philwebinc.com

October 21, 2004



DR. PACIENCIA P. MILAN
President
Leyte State University
Visca, Baybay, Leyte

Dear **Dr. Milan**:

We are submitting herewith the revised copy of the Lease Contract between LSU and DA-ATI based on the comments and suggestions given during the LSU Administrative Council meeting on October 15, 2004.

We hope we were able to capture the highlights of the said meeting.

Very truly yours,


PAULINO T. CABAHT
Regional Center Director

LEASE CONTRACT BETWEEN LSU AND DA-ATI

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

LEYTE STATE UNIVERSITY, a state university created under Republic Act 9158 with address at Baybay, Leyte, hereinafter referred to as LSU Visca represented in this contract by its **PRESIDENT, DR. PACIENCIA P. MILAN**.

and

AGRICULTURAL TRAINING INSTITUTE, an agency attached to the Department of Agriculture created under Executive Order No. 116 with office address at Diliman, Quezon City hereinafter referred to as **DA-ATI** herein represented by its **DIRECTOR, DIR. ASTERIO P. SALIOT**.

WITNESSETH

WHEREAS, it is the priority goal of the government to ensure food security, enhancement of income and profitability and alleviate poverty of the agriculture and fishery sector;

WHEREAS, Republic Act 8435 also known as the Agriculture and Fishery Modernization Act (AFMA) of 1997 prescribed urgent measures to modernize the agriculture and fisheries sectors of the country to enhance their profitability and global competitiveness;

WHEREAS, the DA-ATI is mandated under AFMA to lead in the formulation of the national agriculture and fisheries extension agenda and budget, prepare integrated plan for the publicly-funded training programs in agriculture and fisheries, formulate and issue guidelines in planning, implementing, monitoring and evaluating agriculture and fisheries programs;

WHEREAS, in coordination with state universities and colleges (SUCs), the AFMA also mandated the DA-ATI to assist local government units (LGU) extension system by improving their effectiveness and efficiency through capability building and complementary extension activities such as technical assistance, training of LGU personnel, improvement of physical facilities, extension cum research and information support services;

WHEREAS, under Executive Order 116 Series of 1987 the DA-ATI is mandated to train the DA's clientele: extension workers, farmers, fisherfolks, rural women and farm youth; conducts multi-level training programs to accelerate agriculture and rural development; and disseminates research results through appropriate extension and training methodologies;

WHEREAS, LSU and DA-ATI share a common desire to develop agriculture and fisheries, protect the environment, save biodiversity, improve policy and nurture knowledge system in agriculture and fisheries;

WHEREAS, being the regional state university for agriculture in Region 08, LSU plays a very important role in the capability enhancement of the different stakeholders in the development of the agriculture and fisheries sectors.

WHEREAS, to maximize the capabilities of LSU and DA-ATI, collaborative efforts between them must be operationalized and institutionalized to better serve the needs of their clientele, particularly in upgrading farmers and fishers' knowledge and skills necessary in the pursuit of increased productivity and freedom from the bondage of poverty.

NOW THEREFORE, for and in consideration of the above premises, the parties hereby agree to the following:

ARTICLE I SCOPE/OBJECTIVE

This Contract shall form the basis to jointly develop and implement training programs, farm business advisory, farm demonstration and information and communication services related to agriculture and fisheries.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

A. The LSU shall:

1. Allow the continued use by DA-ATI the area which DA-ATI presently occupies such as academic building, cafeteria, garage, kitchen, dormitory, center director's cottage, six-door apartment, and the adjacent grounds around the aforementioned structures;
2. Allow the use of the area for a period of twenty-five (25) years and renewable for the same period upon agreement of both parties;
3. Allow access to and/or make available any facilities, expertise of the University that would enhance the integral promotion and performance of both institutions subject to the existing policies, rules and regulations of LSU;
4. Allow the DA-ATI access to and/or make use of existing staff house of the University within the center's vicinity at the back of the President's cottage to house its personnel/staff affected during their merging subject to the existing policies, rules and regulations of LSU;
5. Warrant the DA-ATI to have a quiet, peaceful and undisturbed utilization of the area throughout the duration of the contract.

B. The DA-ATI shall:

1. Use the area designated exclusively for the discharge of its mandated functions and those that are congruent with LSU's thrust and programs;
2. Likewise make available all its facilities and expertise to complement the integral promotion and performance of both institutions on instructions, research, extension programs, technology disseminations and projects of LSU subject to existing policies, rules and regulations of DA-ATI;

3. Pay LSU a rental of One Peso (₱1.00) per annum for the use of the said property in accordance with the principle and nature of this contract as both parties are government entities;
4. Likewise pay the usual rate on garbage disposal, power/electricity and water in accordance with the existing policies, rules and regulations of LSU;
5. Turn over to LSU all non-movable improvements and facilities upon termination of this contract, unless otherwise extended upon agreement by both parties;
6. Take care of the cleanliness and landscaping of the grounds around DA-ATI facilities inclusive the road network and create measures in maintaining and improving the cleanliness of the beach area bounding the said facilities;
7. Shall request LSU for a cottage proximate to DA-ATI facilities to house its personnel/staff affected during their merging and undertake improvements and/or expansion, if necessary, subject to the existing policies, rules and regulations of LSU;
8. Shall take care of the security of the facilities and maintaining the quiet, peaceful and undisturbed surrounding areas, as well as, provide reinforcement on the security force of the University by assigning security guards under the direction and general instructions from the Chief Security Force of LSU.

ARTICLE III EFFECTIVITY

This Contract shall take effect immediately upon signing by both parties recognizing the DA-ATI at LSU as the ATI REGIONAL CENTER in Eastern Visayas and shall supersede all other previous agreements/contracts signed by the parties herein.

IN WITNESS WHEREOF, the parties shall have hereunto set their hands this _____ day of _____ 2004 in the municipality of Baybay, Province of Leyte.

LEYTE STATE UNIVERSITY

AGRICULTURAL TRAINING INSTITUTE

PACIENCIA P. MILAN
President

ASTERIO P. SALIOT
Director

Signed in the presence of:

JOSE L. BACUSMO
Vice President for Research & Extension

PAULINO T. CABAHI
Regional Center Director

ACKNOWLEDGEMENT

Republic of the Philippines)
Municipality of Baybay) S.S.
Province of Leyte)

BEFORE ME, a Notary Public on this _____ day of _____ 2004 personally appeared before me:

PARTIES	COMM. TAX CERT. NO.	PLACE & DATE ISSUED
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PACIENCIA P. MILAN

ASTERIO P. SALIOT

Known to me and known to be the same persons who executed the four (4) pages including this page and acknowledged that the same are their free and voluntary acts and deed and that of the entities they represent for the purpose herein above set forth.

This instrument consisting of four (4) pages signed by the parties concerned and their instrumental witnesses in every page thereof is a contract to the use of the LSU property and collaborative development projects.

IN WITNESS WHEREOF, I hereto set my hand and affix my notarial seal at the place and on the date above written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2004