

Republic of the Philippines
DEPARTMENT OF SCIENCE AND TECHNOLOGY
PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL
RESOURCES RESEARCH AND DEVELOPMENT (DOST-PCAARRD)
Los Baños, Laguna

CONTRACT OF AWARD

KNOW ALL PERSON BY THESE PRESENTS:

This Contract made and entered into by and among:

The **DOST-PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT**, a government agency representing the Department of Science and Technology, with principal office at Paseo de Valmayor, Timugan, Los Baños, Laguna, represented herein by its Executive Director, **DR. REYNALDO V. EBORA**, and hereinafter referred to as “**DOST-PCAARRD**”;

The **VISAYAS STATE UNIVERSITY**, a state university in the Philippines with official address at Visca, Baybay City, Leyte herein represented by its Officer-in-Charge President, **DR. DANIEL LESLIE S. TAN**, and hereinafter referred to as “**HOST INSTITUTION**”.

- a n d -

DR. DONNA M. GUARTE, an awardee under the Balik Scientist Program, with address at Unit 4, Maple Apartment, Guadalupe, Baybay City, Leyte, and hereinafter referred to as “**AWARDEE**”;

W I T N E S S E T H

WHEREAS, Republic Act No. 11035 dated 15 June 2018 institutionalized the Balik Scientist Program (BSP);

WHEREAS, said PROGRAM aims to strengthen the scientific and human resources of the academe and public and private institutions including locally registered enterprises in order to promote knowledge sharing and accelerate the flow of new technologies into the country;

WHEREAS, the AWARDDEE has expressed the desire to participate in the PROGRAM under a Long-term Engagement;

WHEREAS, the HOST INSTITUTION has signified its willingness to be an active collaborator of the PROGRAM with terms of reference (TOR) referred to here as Annex A for the AWARDDEE duly noted and approved by the authorized DOST official as prescribed by the Implementing Rules and Regulations of Republic Act No. 11035.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agreed as follows:

1. DOST-PCAARRD shall:

- 1.1. Manage the Balik Scientist Program (BSP) and facilitate the release of funds for the following incentives to the AWARDDEE (long-term) whose engagement has been approved by the DOST Secretary;


DANIEL LESLIE S. TAN
Officer-in-Charge President, Visayas State University


DONNA M. GUARTE
Awardee


REYNALDO V. EBORA
Executive Director, DOST-PCAARRD

- 1.1.1. Accident and travel insurance with Php3 million coverage, a comprehensive health and medical (including dental) insurance (Php250,000 per illness) covering the duration of the engagement awarded by DOST, for each of the AWARDEE, her spouse and dependent(s).
- 1.1.2. Reimbursement of expenses for excess baggage allowance, to a maximum of 25 kilograms, related to scientific project and activities.
- 1.1.3. Reimbursement of one one-way international airfare at actual cost, and one return airfare to be provided after satisfactorily serving the contract for the AWARDEE, her spouse and dependent(s) originating from a foreign country to the Philippines (based on Peso exchange rate prevailing on the date when the ticket was purchased), exempt from Philippine travel tax.
- 1.1.4. Special non-immigrant visa for the AWARDEE, her spouse and dependent(s), provided, that the validity shall cover the duration of the engagement.
- 1.1.5. One-time relocation allowance of Php250,000.
- 1.1.6. Monthly housing or accommodation allowance at actual cost, with a maximum amount of Php40,000 per month.
- 1.1.7. Monthly transportation allowance of Php5,000.
- 1.2. Monitor and evaluate the activities of the AWARDEE to ensure the successful implementation of the AWARDEE's terms of reference;
- 1.3. Coordinate with the HOST INSTITUTION on the areas or aspects where the expertise of the AWARDEE can be tapped optimally;
- 1.4. Recommend or arrange other related activities as may be accommodated other than those pre-identified by the HOST INSTITUTION to ensure optimum benefits from the AWARDEE's presence and engagement under the Program;

2. HOST INSTITUTION shall:

- 2.1 Adhere to the responsibilities indicated in the approved terms of reference indicated in ANNEX A as prearranged with the AWARDEE;
- 2.2 Monitor and evaluate the activities of the AWARDEE and make proper recommendations to DOST through DOST-PCAARRD as warranted;
- 2.3 Provide adequate and available resources and facilities to ensure a productive stay of the AWARDEE;
- 2.4 When feasible, retain the AWARDEE as part of its organization subject to pertinent rules and regulations in case of government organizations or existing labor laws and regulations in the Philippines, in case of private institutions;
- 2.5 Submit Assessment Survey to DOST-PCAARRD immediately after the duration of stay of the AWARDEE; and
- 2.6 Organize the exit report presentation in coordination with DOST-PCAARRD.


DANIEL LESLIE S. TAN
 Officer-in-Charge President, Visayas State University


DONNA M. GUARTE
 Awardee


REYNALDO V. EBORA
 Executive Director, DOST-PCAARRD

3. **AWARDEE shall:**

- 3.1 Carry out the obligations and the enumerated activities contained in the approved terms of reference;
- 3.2 Submit to DOST through DOST-PCAARRD and HOST INSTITUTION report on activities conducted for proper evaluation, as follows:
 - 3.2.1 Quarterly report not later than 10 working days after the end of each quarter; and
 - 3.2.2 Terminal Report to be submitted during the exit report presentation.
- 3.3 Recommend other activities or programs to enhance engagement and other relevant undertakings to help achieve the objectives of the BSP;
- 3.4 Submit to DOST through DOST-PCAARRD discovery, innovation, design, model or process relating to or arising from work on a research project funded by DOST while on engagement as BSP AWARDEE in accordance with the rules governing intellectual property rights as observed by DOST and the HOST INSTITUTION. In case of disputes, DOST's policies on intellectual property shall prevail;
- 3.5 Secure prior approval from DOST of any intent to leave the country before expiration of her stay as covered by this Agreement;
- 3.6 Conduct herself in a manner befitting her stature and status as recipient of the DOST BSP and submit to the jurisdiction of duly constituted authorities, and existing laws of the Philippines; and
- 3.7 Refund expenses charged to the BSP incident to the award as determined by the BSP Steering Committee in case of failure to comply with the terms and conditions, service obligation, and to meet the target outputs through her fault or willful neglect, resignation or other causes within her control. The refund shall be paid in the following manner:
 - 3.7.1 Refund in full if she has rendered less than 50% of the service obligation; and
 - 3.7.2 Refund proportionately if she has rendered at least 50% of the service obligation.

4. **EFFECTIVITY** - This Agreement shall take effect on **January 16, 2024 until December 31, 2025** unless sooner terminated under any of the following grounds:

- 4.1 Conduct of the AWARDEE unbecoming of one's stature or prejudicial to the interest of the government;
- 4.2 Failure of the AWARDEE to execute the undertakings contained in the approved terms of reference;
- 4.3 False statement or misrepresentation in the application submitted to the BSP, or in the submitted terms of reference, or exerting undue influence in the approval thereof;
- 4.4 Completion of the services or project before the expiration of the contract period to the satisfaction of DOST, DOST-PCAARRD and/or HOST INSTITUTION; and
- 4.5 Events or circumstances beyond the control of the parties, including lawful orders that affect the duration of the agreement.



DANIEL LESLIE S. TAN

Officer-in-Charge President, Visayas State University



DONNA M. GUARDE

Awardee



REYNALDO V. EBORA

Executive Director, DOST-PCAARRD

5. DATA PRIVACY CONSENT – By signing this agreement, the AWARDEE:

- 5.1 Agrees to provide DOST-PCAARRD and the HOST INSTITUTION her personal information/data in relation to this Contract and her dealings with DOST-PCAARRD and the HOST INSTITUTION;
- 5.2 Acknowledges and consents that DOST-PCAARRD and the HOST INSTITUTION collect, use, share, disclose, transfer, retain, and destroy (collectively “Process”) such personal information/data for purposes relating to this Contract such as but not limited to:
 - 5.2.1 Ensuring compliance by the AWARDEE of obligations under the Contract;
 - 5.2.2 Conducting investigations of breaches of this Contract and DOST-PCAARRD’s and the HOST INSTITUTION’s internal policies, laws and regulations;
 - 5.2.3 Enforcing sanctions and pursuing legal actions, if necessary

The AWARDEE hereby agrees to release DOST-PCAARRD and the HOST INSTITUTION, and their officials/authorized representatives from every and all liabilities whether direct or indirect, special or consequential arising out of such personal information/data in connection with this Contract and her dealings and/or transactions with DOST-PCAARRD and the HOST INSTITUTION.


IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____ 2024 in _____, Philippines.

DOST-PCAARRD
By:




REYNALDO V. EBORA
Executive Director.

VSU
By:

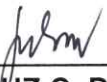


DANIEL LESLIE S. TAN
Officer-in-Charge, President




DONNA M. GUARTE
Awardee

SIGNED IN THE PRESENCE OF:




FEZOIL LUZ C. DECENA
Director, Institution Development Division
DOST-PCAARRD



DENNIS P. PEQUE
Vice President for Research, Extension, and
Innovation, VSU

Certified Funds Available:



JAIVEE ANN M. TABADERO
Accountant III, FAD-Accounting
DOST-PCAARRD

ACKNOWLEDGMENT

Republic of the Philippines)
City of LOS BAÑOS, LAGUNA, S.S.
Before me this MAR 15 day of 2024, personally appeared:

Name	ID/Passport No.	Issued at	Issued on
REYNALDO V. EBORA	S0026509A	DFA, Manila	October 6, 2022
DANIEL LESLIE S. TAN	P0533231C	DFA, Tacloban	June 15, 2022
DONNA M. GUARTE	P8232550A	PCG, Osaka	August 6, 2018

all known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that same is their free act and deed and that of the entity that they represent.

I certify that the foregoing **CONTRACT OF AWARD** consists of five (5) pages including this page on which this acknowledgement is written and the parties hereto and their witnesses have affixed their signatures on the space provided and on the margin of each and every page hereof.

WITNESS my hand and seal on the place and date first above mentioned.

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Series of 2024

Notary Public
Until
ATTY. ALDRIN LINCOLN P. PANOPIO, MBA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
PTR NO. 2634497 / 01-02-2024 / BAY, LAGUNA
IBP LIFETIME NO. 018806
NOT COM NO. 28-2023-C
ROLL NO. 68755