



Office of the Board Secretary

LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte 6521 A
Philippines


EXCERPTS OF APPROVED MINUTES OF THE
11th LSU Board of Regents Meeting
18 June 2003 * NEDA RO8
Government Center, Palo, Leyte

Memorandum of Agreement between LSU
and Mr. Mamerto Castillon Regarding the
Operation of the Pomology Project

BOR Resolution No. 53, s. 2003

Approving the Memorandum of Agreement between the
University and Mr. Mamerto Castillon regarding the operation of the
Pomology Project, as presented.

Certified True and Correct


DANIEL M. TUBTUD JR.
Board Secretary

Board Action: **APPROVED**
Date: 18 June 2003
Attachment: 0

Cc: OP - sta 8/21/03
OVPAF - 2/21/03
OAA - 8/21



LEYTE STATE UNIVERSITY

Visca, Baybay, Leyte 6521
Philippines

Office of the President

18 June 2003

**The Honorable Chairman and
Members of the LSU Board of Regents**

Ladies/Gentlemen:

I am hereby endorsing the **Memorandum of Agreement (MOA)** executed between the Leyte State University and Mr. Mamerto Castillon for operating a pomology project for research, instruction and production purposes.

I am therefore, recommending the same **FOR APPROVAL** by the Board of Regents.

Very truly yours,

PACIENCIA P. MILAN
President

BOARD ACTION: _____
DATE : 18 June 2003

MEMORANDUM OF AGREEMENT

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, 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. 9198, with principal office at Visca, Baybay, Leyte, duly represented by DR. PACIENCIA P. MILAN, hereinafter referred to as the FIRST PARTY;

-and-

Mr. MAMERTO CASTILLON, of legal age, married, Filipino, and a resident of Brgy. Guadalupe, Baybay, Leyte, hereinafter referred to as the SECOND PARTY;

WITNESSETH:

WHEREAS, the FIRST PARTY is operating a pomology project for research, instruction and production purposes;

WHEREAS, the FIRST PARTY believes that hiring laborers to maintain the existing fruit trees, plant additional trees, oversee the project area in terms of cleanliness, and harvest the fruits will appear costly on the part of the project;

WHEREAS, the FIRST PARTY feels that engaging the services of persons willing to perform the above functions but will be compensated of their services by way of granting them the privilege to carry out food production activity in the project area, and in the form of share from the pomological harvest as agreed by the parties will be more advantageous to the FIRST PARTY;

WHEREAS, the SECOND PARTY is willing to undertake the above functions, and accept the various forms of compensation for his services offered by the FIRST PARTY;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereunder stipulated, the parties have agreed on the following:

1. That the SECOND PARTY shall be assigned at the Pomology II;
2. That the SECOND PARTY shall;
 - 2.a. Account the number of trees under his jurisdictions;
 - 2.b. Oversee the project in terms of cleanliness and maintain the existing trees, and plant additional trees as directed by the project-in-charge;
 - 2.c. Harvest the fruits and help bring the produce to the designated office, the Department of Horticulture, and may assist in delivering the produce to buyers;
 - 2.d. Not construct any permanent structures in the project area;
 - 2.e. Not allow other parties to grow crops and harvest fruits, except for those emergency laborers which may be hired with the consent of the Department of Horticulture and approved by the IGP office;


- 2.f. Be allowed to grow annual and biennial crops in the project area of which the FIRST PARTY shall not ask for a share; and
- 2.g. Help protect the project from destructive human intrusion, and during fruiting season must exert efforts to protect the fruits from thieves.
3. That this agreement provides no employee-employer relationship nor tenancy relation between the parties;
4. That the proceeds from harvest fruits shall be shared as follows:
30%-share of the SECOND PARTY

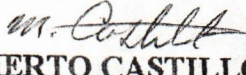
70%-LSU share
5. That violation by the SECOND PARTY of the provision of par. 2 will be the basis for the termination of this Memorandum of Agreement;
6. That this agreement shall take effect upon its signing by both parties, shall remain in force until March 31, 2004. This is subject to yearly renewal without need for an execution of another agreement. The agreement may be terminated by one of the parties to be served to the other party at least 30 days prior to the effectivity of the termination.

IN WITNESS WHEREOF, the parties hereunto affix their signatures this 23 th day of May, 2003 at Baybay, Leyte, Philippines.


LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte

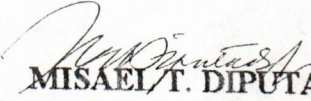
By:


PACIENCIA P. MILAN
President
(First Party)


MAMERTO CASTILLON
(Second Party)

Signed in the presence of:


LOURDES B. CANO
Director for Administration

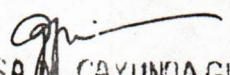

MISAEI T. DIPUTADO JR.
Head, Dept. of Horticulture

Republic of the Philippines
Province of Leyte
Municipal of Baybay

BEFORE ME, this 23 th day of May, 2003 at Baybay, Leyte, personally appeared Dr. Paciencia P. Milan with Community Tax Certificate No. 12367405 dated Jan 13 at Baybay, Leyte, and Mr. Mamerto Castillon with Community Tax Certificate No. 10365246 issued on May 6/03 at Baybay, Leyte, known to me as the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place first above given.

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Series of 0003


GLORIOSA M. CAYUNDA GUINOGOR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2004
PTR No. 7764022 Z BAYBAY, LEYTE 1-02-03
IBP No. 562080 TACLOBAN CITY 1-6-03