

CONSULTANCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT**, made and executed, by and between –

The **MARIANO MARCOS STATE UNIVERSITY**, an education institution, with main campus at the City of Batac, Ilocos Norte, created and existing under and by virtue of PD 1279, represented in this ACT by Dr Shirley C. Agrupis, authorized in her capacity as University President, hereinafter referred to as "**MMSU**."

- AND -

RAMON A. LEAÑO, of legal age, married, Filipino, with residence and postal address at Barangay 3, San Nicolas, Ilocos Norte, hereinafter referred to as the "**CONSULTANT**."

- W I T N E S S E T H -

WHEREAS, **MMSU** advertised its need of a law professional with knowledge and exposure in the operations, administration and management of a State University.

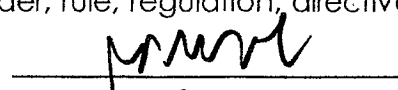
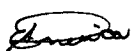
WHEREAS, the knowledge and exposure must consist of broad and extensive knowledge and hands-on experience in the operations and management of a State University, as well as, the implementation, application and/or compliance with government laws, circulars, orders, regulations, directives and policies, with emphasis on those issued by the CHED, COA, CSC, DBM, the GPPB and the PNP; acquired via active and direct affiliation with a State University, in an administrative/managerial capacity, for at least 10 years, completed within the last preceding year;

WHEREAS, such knowledge and hands-on experience must include implementation, application and/or compliance with the requirements for the offering of a law program, and the operations and maintenance of a college of law, particularly those issued by the Supreme Court of the Philippines and the Legal Education Board, for at least 10 years, and as faculty of law for the same period, completed within the last preceding year; and,

WHEREAS, the **CONSULTANT**, is a member of the Philippine Bar for at least 35 years, a retired government senior official, law faculty and law dean, and thus possess the required knowledge, exposure, hands-on experience, and qualifications of a State University Consultant and Dean of Law; and upon evaluation, **MMSU**, found that the former possess the needed qualifications and experience.

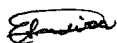
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have agreed, as follows:

1. The **CONSULTANT** shall take part in formulating compliance processes, procedures and strategies, on all matters of law, circular, order, rule, regulation, directive or



policy, issued by government agencies particularly the CHED, COA, CSC, DBM, the GPPB and the PNP, that has relevance to, or has impact on **MMSU**. For this purpose, and for records purposes, consultations and queries shall be made formally in writing, clearly indicating the issue/s and/or concern/s, subject matter thereof.

2. The **CONSULTANT** shall have direct and active role in the operations and management of the MMSU College of Law (MMSU COL), with duties and responsibilities, consisting of one or a combination of the following:
- a) Address all MMSU COL issues and concerns, on matters of instruction, academe, management, operations and finance.
 - b) Guide, counsel and tutor, whenever proper and necessary, law students on all matters relevant and appropriate to their interests and well-being as law students, and future members of the bar.
 - c) Make sure government laws, orders and circular affecting the MMSU COL, are complied with, and reportorial requirements submitted.
 - d) Oversee student admission processes, and directly supervise law students' compliance with the rules and policies of **MMSU** and the MMSU COL, including the enforcement and implementation thereof.
 - e) Draft and post the schedule of classes, and make necessary changes or adjustments as circumstances may require.
 - f) Make sure the MMSU COL has a roster of qualified law faculty, and at the beginning of each semester, see to it that each law subject/course offered is assigned to a qualified law faculty, and documented by a formal written appointment, singly or collectively.
 - g) Handle 2 units in the law program, per semester, exclusive of time spent for tutoring and counseling law students. Further, in the event a faculty becomes unable to continue handling a course or subject, and/or there is no one able and willing to handle the same, the **CONSULTANT** shall take over, and shall be entitled to honorarium, just like any other affiliate faculty, exclusive of the Consultancy Fee.
 - h) Draft, propose and submit the MMSU COL budget, and the MMSU COL PPMP, making sure all needed goods, supplies, services, equipment, books, reference materials and other library needs, including repairs and infrastructure works are listed, procured and delivered/completed on time.
 - i) Collect and collate course/subject syllabi, outlines and related materials submitted by the members of the law faculty.
 - j) At the end of the semester, make sure all grades are forthcoming and submitted on time.
 - k) Coordinate all activities and tasks of the MMSU COL, such as those in the MMSU academic calendar and those related to graduation and conduct of bar exam preparations.
 - l) Recommend ways and means to improve the law program, law student interests and welfare, admission and whenever necessary, bar examination performance.
 - m) Keep abreast of all relevant directives or issuances from the Supreme Court of the Philippines and the Legal Education Board.



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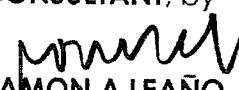
- n) Initiate the establishment, and take charge of the maintenance, of relevant linkages.
 - o) Perform other operational, administrative and executive tasks, relevant and germane to the foregoing; the **CONSULTANT** shall have no managerial or supervisory authority over **MMSU** permanent officials or employees.
3. Duration/Period. The duration/period of the consultancy shall be from August 1, 2019 to December 31, 2019; it may be renewed or extended upon the agreement of both parties. The **CONSULTANT** shall be on call, including Saturdays, Sundays, holidays and off-hours.
 4. Consultancy Fee. The **CONSULTANT** shall be entitled to a monthly Consultancy Fee of PESOS: SIXTY THOUSAND (P60,000.00), payable within the first five (5) calendars days of the immediately succeeding month, following the service, without the necessity of demand, less applicable taxes. The **CONSULTANT** shall not be entitled to any other monetary pay or benefit, under this Agreement, of whatsoever nature or kind, from **MMSU**. However, in case the **CONSULTANT** is tasked to travel in connection with his role as such, the latter shall be entitled to the cost of such travel, following the rate and computation, allowed of permanent government personnel. The **CONSULTANT** shall submit to MMSU a monthly summary of accomplishments.
 5. Nothing herein contained shall be construed to disallow or prohibit the **CONSULTANT**, from the practice of law or from doing any business or activity, provided the same is not in direct conflict or inconsistent with, the rights and interests of **MMSU**, and his role as a **CONSULTANT** of the latter.

DONE, this **1st day of August 2019**, at the City of Batac, Ilocos Norte.

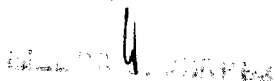
MARIANO MARCOS STATE UNIVERSITY, by



SHIRLEY C. AGRUPIS
 President
 MMSU ID# IP 0334

CONSULTANT, by


RAMON A. LEAÑO
 Driver's License# A03-06-001486
 Until 2024/06/14

SIGNED IN THE PRESENCE OF:




EUGENIA A. AMERICA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BATAC) SS
PROVINCE OF ILOCOS NORTE)

BEFORE ME, this ___ day of 16 AUG 2019 2019, personally came and appeared Shirley C Agrupis and Ramon A Leaño, with documents of identification indicated below their respective names, who known to me and to me known to be the same persons who executed the foregoing **CONSULTANCY AGREEMENT**, consisting of **FOUR (4) PAGES**, signed by them and the witnesses, on each and every page hereof, and acknowledged to me that the same is their free and voluntary act and deed, and duly authorized by the entities they represent.

City of Batac, Ilocos Norte, Philippines.

[Signature]
Notary Public
Until December 31, 2019
PTR No. 575274071-3-17 in the City of Batac, Ilocos Norte
Roll of Attorney's No. 30300
ICP Lifetime No. 07120
TIN 123-504-006

DOC. NO. 401
PAGE NO. 82
BOOK NO. CCXXXV
SERIES OF 2019

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