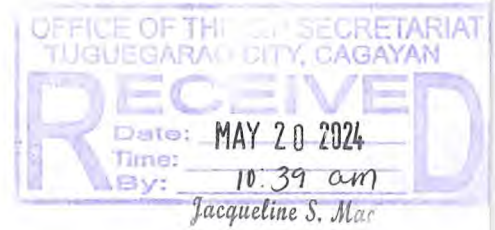


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**OFFICE OF THE CITY MAYOR**  
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20 May 2024

**THE PRESIDING OFFICER AND MEMBERS**

Sangguniang Panlungsod  
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the Service Obligation Contract between the Tuguegarao City Government and Mr. Elmer T. Bassig relative to the latter's six-month study leave pursuant to Civil Service Commission Memorandum Circular No. 14 series of 1999, as amended, for your information and appropriate action.

This matter is certified as **URGENT** pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160 or the Local Government Code of 1991.

Thank you!

In the name of public service,

  
**MAILA ROSARIO S. TING-QUE**  
City Mayor

Copy furnished: 0

- HRMO
- Mr. Elmer T. Bassig
- City Legal Office

**SERVICE OBLIGATION CONTRACT**

**KNOW ALL MEN BY THESE PRESENTS:**

This contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**CITY GOVERNMENT OF TUGUEGARAO**, a government agency duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Carig Sur, Tuguegarao City, Cagayan, represented herein by the City Mayor, **HON. MAILA ROSARIO S. TING-QUE**, hereinafter referred to as "**FIRST PARTY/GRANTOR**";

-and-

**ELMER T. BASSIG**, of legal, married, resident of Tuguegarao City and a permanent employee of the City Government of Tuguegarao, holding a position of HRMO-IV and currently assigned at the City Planning, hereinafter referred to as "**SECOND PARTY/GRANTEE**";

**WITNESSETH:**

WHEREAS, pursuant to Civil Service Commission Memorandum Circular No. 14, s. 1999, as amended by MC No. 21, s. 2004, the **SECOND PARTY/GRANTEE** desires to avail of the study leave for a period of not more than six (6) months in preparation for the September 2024 Bar examination;

WHEREAS, the **SECOND PARTY/GRANTEE** is qualified to avail of the study leave based on the requirements embodied in Section 68 (II) of the above-mentioned CSC Circular;

NOW, THEREFORE, the parties have agreed, that the **FIRST PARTY/GRANTOR** shall authorize the **SECOND PARTY/GRANTEE** to go on study leave with pay for a period of not more than six (6) months for the September 2024 Bar examination commencing from APRIL 01, 2024 until SEPTEMBER 30, 2024, under the following terms and conditions:

**ARTICLE I - ROLES AND RESPONSIBILITIES OF THE PARTIES**

**Section 1. The FIRST PARTY/GRANTOR shall:**

- 1.1. Authorize the **SECOND PARTY/GRANTEE** to go on study leave for a period of not more than six (6) months to review and take the 2024 Bar examination;
- 1.2. Pay the salary, allowances and other benefits of the **SECOND PARTY/GRANTEE** during the study leave period;

**Section 2. The SECOND PARTY/GRANTEE shall:**

- 2.1. Render service obligation for the duration study leave with the City Government of Tuguegarao as follows;

Period of Grant	Service Obligation
One (1) month	Six (6) months

Two (2) to three (3) months	One (1) year
More than three (3) months to six (6) months	Two (2) years

2.2. In case the Second Party will suffer illness or injury, resulting in an inability to continue the study leave, it should be supported by a certificate issued by the government physician stating the nature and extent of the sickness or injury incurred or sustained, facts and actual circumstance surrounding the acquisition of, or giving rise to the sickness or injury; and, that the illness was not the proximate result of the Second Party's misconduct, gross negligence, intemperate use of drugs or alcoholic liquor or vicious and immoral acts of habits;

2.2. In case of failure to render in full, the required service obligation referred to in the agreement on account of voluntary resignation, optional retirement, or separation from the service through one's fault, or other causes within one's control, refund to the City Government of Tuguegarao the gross salary, allowances and other benefits received while on study leave proportionate to the balance of the service obligation based on the following computed formula:

$$R = \frac{[SOR-SOS]}{SOR} \times TCR$$

Where R = Refund

TCR = Total Compensation Received [gross salary, allowances, and other benefits received while on study leave]

SOS = Service Obligation Served

SOR = Service Obligation Required

2.3. Inform the City Government of Tuguegarao through the Human Resource Management Office (HRMO), the failure or discontinuance to take the bar examination and pay the City the corresponding salaries, allowances and other benefits received during the period of leave.

2.4. Report for work the day after the expiration of the study leave, otherwise, shall be considered absent without official leave (AWOL).

#### ARTICLE II- EFFECTIVITY

**Section 3.** The terms and conditions of this contract shall be effective upon the approval and signing by both parties. Provisions in the contract may be modified, altered, or supplemented subject to the mutual agreement of both Parties.

#### ARTICLE III- OTHER PROVISIONS

**Section 4.** If any provision contained herein is invalid, illegal or unenforceable in any respect under any applicable law and existing rules and regulations, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

**Section 5.** If any provision contained a conflict arising from the interpretation of this contract, the parties shall mutually agree to arrive at an amicable solution, and shall take into consideration the objective for which the contract is executed.

IN WITNESS HEREOF, the parties hereto set their hands on the date and place above written:

**MAILA ROSARIO S. TING-QUE**  
City Mayor  
First Party/Grantor

  
**ELMER T. BASSIG**  
HRMO-IV  
Second Party/Grantee

**WITNESSES:**

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES        }  
PROVINCE OF CAGAYAN                } S.S.  
CITY OF TUGUEGARAO                 }

BEFORE ME, a Notary Public in and for the Province of Cagayan, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 2024, personally came and appeared the following:

NAME	CTC/ID NO.	DATE AND PLACE ISSUED
MAILA ROSARIO S. TING-QUE		
ELMER T. BASSIG	19218169	01 - 5 - 2024

known to me to be the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their own free will and voluntary act and deed. This instrument consists of three (3) pages including this page has been signed on the left-hand margin of each and every page thereof by the parties and their witnesses.

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

Notary Public

Doc. No.: \_\_\_\_\_  
Page No.: \_\_\_\_\_  
Book No.: \_\_\_\_\_  
Series of 2024