

CONTRACT OF SERVICE FOR INDIVIDUAL JOB ORDER WORKER

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

The **VISAYAS STATE UNIVERSITY**, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700 and converted into a state university by virtue of Republic Act No. 9158 and renamed as Visayas State University by virtue of Republic Act No. 9437, with principal office at Baybay City, Leyte, duly represented by its President **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

-and-

Mr. ERWEN Z. ESTALLO of legal age, Married, Filipino and with residence and postal address at Brgy. Pangasugan Baybay City, Leyte hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the FIRST PARTY is in need of persons who can provide administrative support services which cannot be performed by the existing regular manpower/employees of the specific units/departments/centers within the university;

WHEREAS, the SECOND PARTY, possesses the required qualification and expertise needed by the hiring department/center/unit/office and is willing to provide the services needed;

NOW, THEREFORE, premises considered, the parties hereto hereby agree as they have agreed under the terms and conditions, as follows:

The FIRST PARTY hereby contracts the services of the SECOND PARTY as **Science Research Aide** to perform the functions and deliver the following outputs as follows:

- a. Facilitate in the production and distribution of Tilapia fingerlings and freshwater prawns;
- b. Monitor the culture of Tilapia and freshwater prawns by fishfarmers;
- c. Conduct capacity building in the culture of Tilapia and freshwater prawn;
- d. Develop management strategy on the utilization of Tilapia and freshwater prawn wastes;
- e. Manage in the maintenance of the Tilapia and freshwater prawn hatchery;
- f. Perform other functions related to the enhancement of Tilapia and freshwater prawn hatchery as may be directed by the project leader.

THAT when the work demand for travel, the SECOND Party shall be entitled to payment of travel expenses (per diem and fare) when travelling on official business within the country subject to existing government accounting rules and regulations and to pertinent VSU policies and rules governing official travel.

THAT the SECOND PARTY shall abide by the rules and regulations of the FIRST PARTY and the terms and conditions as provided for in this service contract and performs the above-listed functions for a total of **18 days** per month at not less than **8** hours per day based on the work schedule as prescribed by the hiring department/office/center/unit;

THAT for and in consideration of the foregoing service, the FIRST PARTY binds itself to pay the SECOND PARTY in the amount of **SIX HUNDRED FORTY PESOS & FOURTEEN CENTAVOS (PhP 640.14)** per day inclusive of premium..

THAT the SECOND Party will be paid twice a month (per *quincena*) upon presentation of a certification of accomplishments and rendition of actual services issued by the FIRST PARTY or its duly authorized representative. The above payments will be charged to **Upgrading of**

Tilapia and Freshwater Prawn Hatchery Facilities and Capacity Building to Enhance Tilapia Production and Distribution at the Visayas State University. Extension. Ext. 81

THAT this contract shall take effect from **July 1, 2023** until **December 31, 2023** and may be renewed only upon recommendation of the head of the unit/department/office, duly supported with a copy of an evaluation report as to the quality of services rendered and quantity of the outputs delivered by the Job Order Worker for the period they were under contract of service by the university.

Confidentiality Clause: The SECOND PARTY is required to turn-over the data materials, equipment, and other things that come into his/her possession because of his/her job, and preserve the confidentiality of any information regarding the University, faculty, staff, and students. Any disclosure and divulgement of confidential information (including personal information kept on computer or other media, research, technologies and manuals) made unlawfully outside the proper course of duty will be grounds for dismissal without prejudice to filing of appropriate case in Court. The confidentiality clause will still apply even if the SECOND PARTY is no longer connected with VSU unless the University gives its express consent.

That this contract of service may also be terminated by the first party before the end of the stipulated term whenever the second party violates rules and regulations of the university or for unsatisfactory performance of the task assigned.

IN WITNESS THEREOF, the parties have hereto set their hands this ___ day of _____, 2021 at Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY
Baybay City

By:

EDGARDO E. TULIN
President
(First Party)

ERWEN Z. ESTALLO
(Second Party)

Signed in the presence of:

ELIZA D. ESPINOSA
Director, ITEEM

ALICIA M. FLORES
Head, Budget Office (for GAA & STF) or
Head, Accounting Office (for IGP & Externally funded proj.)

MIRIAM M. DELA TORRE
OIC Head, OHRSPPR

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) S.S.
CITY OF BAYBAY)

BEFORE ME, a Notary Public for and in the City of Baybay, Leyte, Philippines, this ___th day of _____, 2022, personally appeared Dr. Edgardo E. Tulin with VSU ID No. V000522 and Mr. Erwen Z. Estallo with PhilHealth ID No. 13-025480475-5, known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed, as well as the parties thereto.

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

Notary Public

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