



CONTRACT OF SERVICE

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. 9347, with principal office at Baybay City, Leyte, duly represented by its President **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

- and -

MS. MARIA FATIMA B. ESTROSAS, of legal age, Filipino, married and a resident of Brgy. Marcos, Baybay City, Leyte hereafter referred to as the **SECOND PARTY**;

WITNESSETH

WHEREAS, the FIRST PARTY is engaged not only in instruction but also in research and extension;

WHEREAS, the FIRST PARTY is a grantee of research funds from other government agencies such as PCARRD, DA and other private institutions;

WHEREAS, the FIRST PARTY is in need of personnel who possess the necessary technical know-how in the field of agricultural research to conduct researches or assist the researchers in the conduct of research activities;

WHEREAS, the SECOND PARTY possesses the required technical know-how in agricultural research and willing to participate in any research and development activities.

NOW, THEREFORE, premises considered, the parties hereto have hereunto agreed on the following terms and conditions to wit:

That the FIRST PARTY hereby employs the services of the SECOND PARTY as Science Aide of the Office of the Director for Extension at VSU, ViSCA, Baybay City, Leyte effective **July 1, 2022 to December 31, 2022** at the rate of **FOURTEEN THOUSAND NINE HUNDRED NINETY THREE PESOS (P 14,993.00)** per month with the following duties and responsibilities:

That the SECOND PARTY has the following duties and responsibilities:

1. Monitors and consolidates all VSU-funded extension projects' accomplishment vis-à-vis the targets and prepares quarterly, midyear and year-end (annual) reports for submission to the OVPREI planning unit for integration and submission to FMO and other concerned offices;
2. Monitors and consolidates reports of all trainings conducted from departments, centers, institutes and colleges;
3. Take charge of referral services and documents requests and actions taken by concerned departments, centers and institutes on requests by walk-in clients;
4. Assists in facilitating Extension In-House Review;
5. Assists in the Farmers and Fisherfolks' Day, Baybay Agro-Fair, Mobile Exhibits and other related activities;
6. Assists in facilitating training programs;
7. Performs other tasks that may be assigned by the superior.



That for and in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total of **P 101,958.00** only representing salary including PERA and ACA payable at least twice a month at VSU, ViSCA, Baybay City, Leyte upon presentation of daily time record duly attested by the representative of the FIRST PARTY;

THAT the SECOND PARTY authorizes the FIRST PARTY to deduct from the former's monthly salary the amount corresponding to contributions for GSIS, PhilHealth and PAG-IBIG premiums which could not be legally provided for by the FIRST PARTY over the duration of this contract.

THAT the FIRST PARTY grants the SECOND PARTY the necessary expenses for travels made officially in connection with the project and duly approved by the FIRST PARTY or her duly authorized representative upon presentation of pertinent supporting papers and subject to usual accounting and auditing rules and regulations.

THAT the SECOND PARTY shall be entitled to leave benefits as provided for the Joint CSC an DBM Circular No. 99-7 dated December 29, 1999. However, since monetization of leave credits and payment of terminal benefits of contractual employees are chargeable only to the lump sum appropriation of the agency, the SECOND PARTY should enjoy all leave credits within the year it's earned.

THAT the SECOND PARTY hereby undertakes to treat all research results derived from the research conducted or those information divulged by the researcher of which she has access to by reason of her duties and responsibilities as highly confidential albeit the possible presence of other available sources relative thereto.

THAT the SECOND PARTY will not claim as her own project-derived intellectual property as a result of the task assigned to her though she shall be duly acknowledged for the success of the same.

THAT the SECON PARTY hereby undertakes to refuse employment, which involves or may involve the disclosure or use of the confidence, reposed on her by the researcher.

THAT the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose, for the lack of funds, or for other just cause;

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 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.

Non-Competition: In the event the SECOND PARTY is separated or terminated from employment for whatever reason, he/she shall not seek employment doing similar research and technologies that he/she was working in VSU for a period of three (3) years from date of separation or termination, without the prior notice and consent to the University.

That in case either party desires to terminate this contract before its expiration ate, written notice shall be served to the other party at least thirty (30) days before effectivity of the termination.



IN WITNESS WHEREOF, we hereunto set our hand on this ____ day of 18 JUL 2022
in VSU, Visca, Baybay City, Leyte.

VISAYAS STATE UNIVERSITY
Visca, Baybay City, Leyte

By:


EDGARDO E. TULIN
University President
(First Party)


MARIA FATIMA B. ESTROSAS
(Second Party)

Signed in the presence of:


MARIA JULIET C. CENIZA
Vice President for Research, Extension & Innovation


HONEY SOFIA V. COLIS
OIC-Director, ODHRM

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 18 JUL 2022
day of January, 2022, personally appeared **DR. EDGARDO E. TULIN** with ID No.: **V000522** and
MS. MARIA FATIMA B. ESTROSAS with valid ID No. **V01001**, 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 hereto.

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


JOSEPH CARMELO M. BANDALAN

NOTARY PUBLIC

UNTIL DEC. 31, 2022

(PER BM NO. 3195)

TIN 146 845 848

44 C.H. DEL PILAR ST., BAYBAY CITY, LEYTE

PTR NO. 6308847 04-03-22

IBP NO. 475489 01-17-22

ATTY'S ROLL NO. 35375 05-28-88

MCLE COMPLIANCE NO. VI-0011099

Doc No. 355
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Book No. Xc11
Series of 2022