

CONTRACT FOR SERVICES
(Renewal)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

The Leyte State University, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700 with principal office at Baybay, Leyte, duly represented by the DR. PACIENCIA P. MILAN hereinafter referred to as the FIRST PARTY;

- and -

EDIESER A. NORIEL of legal age, Filipino, Married and residing at LSU, Visca, Baybay, Leyte hereinafter referred to as the SECOND PARTY.

WITNESSETH

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

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

WHEREAS, the FIRST PARTY is in need of personnel who posses 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 the following terms and conditions, to wit;

That the FIRST PARTY hires the services of the SECOND PARTY as Science Research Asst. in Project RSPB.04.165 (PS) effective September 1, 2004 until December 31, 2004 unless sooner terminated. (Study Title: "Evaluation and Selection of Promising Varieties of Aromatic Rice in Visayas")

That as the SECOND PARTY has the following duties and responsibilities:

1. Characterize and maintain germplasm collection of aromatic rice,
2. Do collection trip of aromatic rice in the region,
3. Conduct agronomic and sensory evaluation for aromaticity,
4. Assist in the commercial production of aromatic rice, and
5. Do other duties and responsibilities that the project leader may assign from time to time.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of Forty One Thousand Two Hundred Seventy Two Pesos Only (P41,272.00) representing salary including ACA & PERA for 4 months payable at least twice a mo. at LSU, Visca, Baybay, Leyte upon presentation of a certificate of services rendered duly attested by the representative of the FIRST PARTY;

That the SECOND PARTY authorizes the FIRST PARTY to deduct from the former monthly salary the amount corresponding to personnel contributions to GSIS, RLIP, Medicare ECIP and PAG-IBIG as provided for by existing laws and regulations.

That the FIRST PARTY grants the SECOND PARTY reimbursement of actual and necessary expenses for travels made officially in connection with the project and duly approved by the FIRST PARTY of his duly authorized representative upon presentation of pertinent supporting papers and subject to usual accounting and auditing rules and regulations;

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

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

That the SECOND PARTY will not claim as his own project-derived intellectual property as a result of the task assigned to him, though he/she shall be duly acknowledged for the success of the same.

That the SECOND PARTY hereby undertakes to refuse employment, which involves or may involve the disclosure or use of the confidence, reposed on him by the researcher.

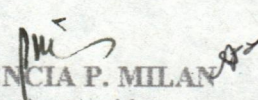
That the SECOND PARTY agrees to the reservation of a right or the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose of the project, for lack of funds,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

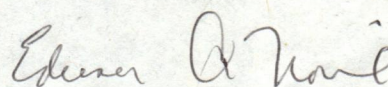
That in case either party to terminate this contract before its expiration date, a written notice shall be served to the other party at least (30) days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hands on this 30th day of Aug., 2004 in LSU, Visca, Baybay, Leyte.

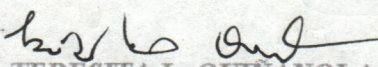
LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte

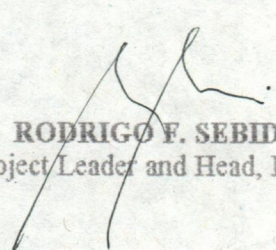
By:


PACIENCIA P. MILAN
University President
(First Party)


EDIESER A. NORIEL
(Second Party)

Signed in the Presence of:


TERESITA L. QUINANOLA
Director, HRMO


RODRIGO F. SEBIDOS
Project Leader and Head, DGRPB

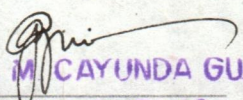
REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) S.S.
MUNICIPALITY OF BAYBAY)

On this 30th of August, 2004 personally appeared before me **DR. P. P. MILAN** representing the Leyte State University, Visca, Baybay, Leyte with Residence Certificate No. 10282801 issued on Jan. 8, 2004 at Baybay, Leyte and **EDIESER A. NORIEL** with Residence Certificate No. 10282684 issued on January 7, 2004 at Baybay, Leyte known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed.

This instrument consisting of (3) pages including this page where the acknowledgement has been written, signed on the left hand margin of each and every page hereto by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I hereunto set my hand the day, year and place above written.

Doc. No. 479
Page No. 74
Book No. XII
Series No. 2004


GLORIOSA M. CAYUNDA GUINOC
NOTARY PUBLIC
PTR NO PL 0575769
ISSUED AT BAYBAY LEYTE
ON Jan. 5, 04

Edieser A. Noriel