



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

THE VISAYAS STATE UNIVERSITY (VSU), an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700 and converted into state university by virtue of R.A. 9158 and 9437, with principal office at Visca, Baybay City, Leyte, Philippines duly represented by the University President, **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**.

- and -

MS. KIMBERLY V. CAINGCOY of legal age, Filipino, single and a resident of VSU, Visca, 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 possess 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 hires the services of the SECOND PARTY as Science Research Assistant in OVPREI-ATR at VSU, Visca, Baybay City, Leyte effective July 1, 2021 – December 31, 2021 at the rate of P19,593.00/month unless sooner terminated:

That the SECOND PARTY has the following duties and responsibilities:

1. Act as Editorial Assistant of the Annals of Tropical Research Journal.
2. Assists the Editorial Board in the production of the ATR Journal (article review, proofreading, editing, presswork).
3. Assists in the maintenance of the ATR website (i.e., updating of journal information, uploading of issues, etc.)
4. Facilitate the day-to-day operations of the ATR office (i.e. local and foreign correspondence, manage journal financial matters and subscriptions).

That for and in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total of **P129,558.00** only representing salary including **PERA** and **ACA** payable at least twice a month at VSU, Visca, Baybay City, Leyte upon presentation of the certificate of service rendered 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 contribution to 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 by Joint CSC and 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 SECOND 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 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.

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 date, 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 hands on this 17 JUN 2021 day of 2021 in VSU, Visca, Baybay City, Leyte.

VISAYAS STATE UNIVERSITY
Visca, Baybay City, Leyte

By:


EDGARDO E. TULIN
University President
(First Party)


KIMBERLY V. CAINGCOY
(Second Party)

Signed in the presence of:


MARIA JULIET C. CENIZA
Vice President R, E & I


HONEY SOFIA V. COLIS
OIC Director, ODHRM

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

17 JUN 2021

BEFORE ME, a Notary Public for and in the City of Baybay, Leyte, Philippines, this _____ day of _____, 2021, personally appeared Dr. Edgardo E. Tulin with VSU ID No. V000522 and Kimberly V. Caingcoy with valid ID No. V00992, 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.


ATTY. RYSAN C. GUINOCOR

Notary Public

Notary Public

PTR No. 5069132-Baybay, Leyte-1/12/2021

IBP No. 134491-Tacloban City-12/11/2020

Roll of Attorneys No. 57467

MCLE No. VI-0003619-04/14/2022

Visca, Baybay City, Leyte

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