

**CONTRACT OF SERVICES**  
**Renewal**

**KNOW ALL MEN BY THESE PRESENTS:**

This contract made and entered into by and between:

The Visayas State College of Agriculture, 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 College President, **DR. SAMUEL S. GO**, hereinafter referred to as the **FIRST PARTY**;

and

**Cecilio M. Banitez** of legal age, Filipino **Single** and residing at **Brgy. Kilim, Baybay, Leyte** hereinafter referred to as the **SECOND PARTY**:

**W I T N E S S E T H**

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, NSDB, MA 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 hires the services of the SECOND PARTY as Clerk I in the Project Applied Tropical Ecology Program effective July 1, 1997 until December 31, 1997 unless sooner terminated;

That the SECOND PARTY has the following duties and responsibilities:

1. Take charge in the processing of the procurement of supplies and materials for the project.
2. In-charge of withdrawal of the supplies and materials.
3. Act as property custodian of all supplies, materials and equipment of the program and will be accountable of the losses.
4. In-charge and monitor the renewal of registration and insurance of all project vehicles.
5. In-charge of the database inventory of project equipment, prepare, update and submit database inventory report to the Administrative Officer every quarter.
6. In-charge of processing of emergency laborers appointment (those who will work in the maintenance of the building & etc).
7. Participate in project related activities, does overtime when necessary or requested and perform other functions that may be assigned by the supervisor.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a monthly salary of **Five Thousand Nine Hundred Forty Seven and 20/100** (P5,947.20) payable at least twice a month at VisCA, Baybay, Leyte upon presentation of a certificate of service rendered duly attested by the representative of the FIRST PARTY;  
**6 months salary P35,683.20 + P6,000.00 representing ACA and PERA for 6 months.**

That the SECOND PARTY authorizes the FIRST PARTY to deduct from the former's monthly salary the amount corresponding to personal contributions to GSIS term life insurance and medical insurance as provided by existing laws and regulations;


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 of the project, for lack of funds, or for other just cause;


That in case either party desires to terminate this contract before its expiration date, a 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 1st day of July 1997 in VisCA, Baybay, Leyte.

VISAYAS STATE COLLEGE OF AGRICULTURE  
Baybay, Leyte

By:

  
**SAMUEL S. GO**  
President  
(First Party)

  
**CECILIO M. BENITEZ**  
(Second Party)

Signed in the presence of:

  
**PACIENCIA P. MILAN**

  
**LOURDES B. CANO**

  
**ROBERTA C. LEMOS**

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


  
**NORMA V. CALA**

On this 1st day of July, 1997 personally appeared before me **Dr. Samuel S. Go** representing the Visayas State College of Agriculture, Baybay, Leyte with Residence Certificate No. 1143509-E issued on February 5, 1997 at Baybay, Leyte and **Cecilio M. Benitez** with Residence Certificate No. 1144208 issued on February 10, 1997 at Baybay, Leyte known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of two (2) pages including this page where the acknowledgment 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. 916 ;  
Page No. 74 ;  
Book No. 98 ;  
Series of 1997 ;

  
**PEDRO YARANON**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 1997  
TR NO. 3685119 Q JAN 2 '97