

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The Visayas State University, an institution of higher learning established under Presidential Decree No. 9158 with principal office at Visca, Baybay City, Leyte duly represented by the University President **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**.

- and -

MS. JUVYLYN ROMEA GLORY 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** hereby employs the services of the **SECOND PARTY** as Science Research Assistant for OVPRE at VSU, Visca, Baybay City, Leyte effective January 1, 2017 – June 30, 2017 unless sooner terminated:

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

1. To perform chemical and physical analysis works in the laboratory
2. To assist in the conduct of research studies on the development and/or improvement of related chemical analysis works in support to R & D program of the university.
3. To keep records and help maintain laboratory equipment and apparatuses as well as the laboratory.
4. To help keep records of the laboratory income and other related activities.
5. To perform other related tasks assigned by the supervisor.

That in consideration of the services of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former a total of **P111,072.00** only representing salary including **PERA** and **ACA** payable at least twice a month at VSU, Visca, Baybay, Leyte upon presentation of 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



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;

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 26 day of JANUARY 2017 in VSU, Visca, Baybay City, Leyte.

VISAYAS STATE UNIVERSITY
Visca, Baybay City, Leyte

By:


EDGARDO E. TULIN
University President
(First Party)


JUVYLYN ROMEA GLORY
(Second Party)

Signed in the presence of:


OTHELLO B. CAPUNO
Vice President

LOURDES B. CANO
Director, ODAHRD

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

On this 26 day of January personally appeared before me **DR. EDGARDO E. TULIN** representing the Visayas State University, Visca, Baybay City, Leyte with Residence Certificate No. _____ issued on _____ at **Baybay City, Leyte**, VSU ID NO. V000522 and **MS. JUVYLYN ROMEA GLORY** with Residence Certificate No. 0112603 issued on JANUARY 11, 2017 at Baybay City, Leyte, VSU ID No. V000522 known 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.

Notary Public

Doc. No. 78
Page No. 16
Book No. xvi
Series of 2016


ATTY. RYSAN C. GUINOCOR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2017
PTR 0495869 - BAYBAY/LEYTE - 4/12/17
IBP 1030924 - TACLOBAN CITY - 12/19/16
MCLE COMP. NO. V-0007720-07/20/15
ROLL OF ATTORNEYS NO. 57467