

Republic of the Philippines  
LEYTE STATE UNIVERSITY  
Visca, Baybay, Leyte

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The Leyte State University, an institution of higher learning established under Republic Act No. 9158 with principal office at Visca, Baybay, Leyte, duly represented by the University President DR. PACIENCIA P. MILAN, hereinafter referred to as the FIRST PARTY.

- and -

MS. PAULINE S. CAINITIC, of legal age, Filipino, married and a resident of Brgy. Guadalupe, Baybay, 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 VICARP effective January 1-June 30, 2003 unless sooner terminated:

That the SECOND PARTY has the following duties and responsibilities:

1. Takes charge of word processing and reproduction of VICARP report, Minutes, publications and workshop proceedings.
2. Assist in monitoring R and D projects in the VICARP network.
3. Assist in the conduct of consortium sponsored R and D program/activities.
4. Performs other function assigned by superior.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of SIXTY ONE THOUSAND NINE HUNDRED EIGHT PESOS (P 61,908.00) representing salary including PERA and ACA for six (6) months payable at least twice a month at LSU, Visca, Baybay, 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 personnel contributions for GSIS, RLIP, MEDICARE, ECIP and PAG-IBIG premiums.

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 his 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 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 is 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;

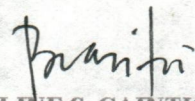
That the case either party desires to terminate this contract before its expiration date, written notice shall be served to the other party at least thirty (30) days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hand on this 31 days of, December 2002, in  
LSU, Visca, Baybay, Leyte.

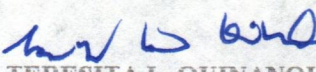
LEYTE STATE UNIVERSITY  
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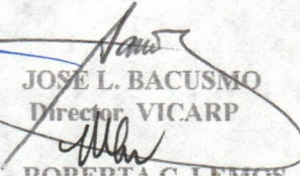
By:

  
PACIENCIA P. MILAN  
University President  
(First Party)

  
PAULINE S. CAINTIC  
(Second Party)

Signed in the presence of:

  
TERESITA L. QUINANOLA  
HRMD

  
JOSE L. BACUSMO  
Director, VICARP

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

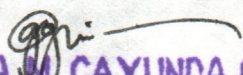
  
ROBERTA C. LEMOS  
Accountant IV

On this 31 day of December, 2002 personally before me DR. PACIENCIA P. MILAN representing the Leyte State University, VISCA, Baybay, Leyte with Residence Certificate No. 03651540 issued on February 12, 2002 at Baybay, Leyte and MS. PAULINE S. CAINTIC with Residence Certificate No. 13146547 issued on May 6, 2002 at Baybay, Leyte. Known to be the same persons who executed the foregoing instrument and they acknowledge to me the same is their free and voluntary act and deed.

This instrument consisting two (2) 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. 1213  
Page No. 29  
Book No. XI  
Series No. 2002

  
GLORIOSA M. CAYUNDA GUINOCOR  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2002  
PTR # 1127763 X - BAYBAY, LEYTE 01/22/02  
TBP # 540961 - TACLOBAN CITY 12/28/01