

CONTRACT FOR SERVICES

KNOW ALL MEN FOR THESE PRESENTS:

This Contract made and entered into by and between:

The Visayas State University, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential No. 700 with principal office at Visca, Baybay City, Leyte, duly represented by the University President, DR. JOSE L. BACUSMO, hereinafter referred to as the FIRST PARTY;

- and -

GINAS AUREA A. VILLAGONZALO of legal age, Filipino, MARRIED and residing at VSU, Visca, Baybay City, 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;

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 SCIENCE RESEARCH ASSISTANT (SRA) in Project DAS-CA ANIMAL NUTRITION LABORATORY effective July 1, 2009 until December 31, 2009 unless sooner terminated;

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

1. **Takes charge of the analysis of all samples accepted in the laboratory and assists in the operation and management of the Animal Nutrition Laboratory.**
2. **Assists in the collection and analysis of the experimental data.**
3. **Assists in laboratory classes performed at the Animal Nutrition Laboratory.**
4. **Performs other duties which 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 total amount of Seventy-nine thousand six hundred fifty pesos P79,650.00) representing six (6) months basic salary including ACA and PERA, payable at least twice a month at VSU, Visca, Baybay City, Leyte upon presentation of a Daily Time Record duly attested by the representative of the FIRST PARTY;

That the SECOND PARTY authorizes the FIRST PARTY to deduct from his/her monthly salary the amount corresponding to his/her personal 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 reimbursements of actual and 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 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/she has access to by reason of his/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 his/her own project-derived intellectual property as a result of the task assigned to him/her 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/her 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 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, 2009, in VISU, Visca, Baybay City, Leyte.

VISAYAS STATE UNIVERSITY
Visca, Baybay City, Leyte 6521-A

BY:

JOSE L. BACUSMO
University President
(First Party)

GINAS AUREA A. VILLAGONZALO
(Second Party)

Signed in the presence of:

TERESITA L. QUIÑANOLA
Head, HRMDO

SERENA L. SANCHEZ
(Project/Study Leader/In-charge)

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

On this 1st day of July, 2009 personally appeared before me JOSE L. BACUSMO representing the Visayas State University, Visca, Baybay City, Leyte with Residence Certificate No. 09419240 issued on January 9, 2009 at Baybay City, Leyte and GINAS AUREA A. VILLAGONZALO with Residence Certificate No. 09423367 issued on January 23, 2009 at Baybay City, Leyte known to me to be the same person who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed.

This instrument consisting to two (2) pages including this page where the acknowledgement has been written, signed 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 date, year and place above written.

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GLORIOSA M. CAYUNDA GUINOCOR
NOTARY PUBLIC
UNTIL DEC 31, 2013
PTR NO. 2032278-1/5/09
IBP NO. 743105-12/17/08
MCLE COMPL. NO. 11-0014009
ROLL NO. 42328