

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

The Leyte State University, formerly VISCA, established under Presidential Decree No. 470 as amended by Presidential Decree No. 700 and converted into a state university with principal office at Visca, Baybay, Leyte, duly represented by the University President, DR. PACIENCIA P. MILAN, herein after referred to as the FIRST PARTY

- and -

EDIESER A. NORIEL, legal age, Filipino, married and residing at LSU, Visca, Baybay, Leyte herein after 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 of the Project PRCRTC Proj. 180-8804-3-07 effective July 1, 2002 until Dec. 31, 2002 unless sooner terminated:

That the SECOND PARTY has the following duties and responsibilities:

1. To assist in the collection of yambean, arrowroot and other root crops;
2. To help in the establishment of germplasm of yambean, arrowroot and other root crops;
3. To help in the maintenance, evaluation, characterization of the genebank;
4. To help in making initial report of the project; and
5. To do other duties assigned to him by his supervisor.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of FIFTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-NINE PESOS AND 26/100 (P 59,889.26) representing salary including PERA and ACA for six (6) months net of six (6) days service break payable at least twice a month at LSU, Visca, Baybay, 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, PhilHealth, ECIP and PAG-IBIG as provided for by existing laws and regulations;

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 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 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 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 (3) days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hands on this 1st day of July, 2002 in LSU, Visca, Baybay, Leyte.

LEYTE STATE UNIVERSITY

Visca, Baybay, Leyte

By:

PACIENCIA P. MILAN

University President
(First Party)

Edieser A. Noriel

EDIESER A. NORIEL
(Second Party)

Signed in the presence of:

Velma P. Bontuyan

VELMA P. BONTUYAN
Budget Officer III

Teresita L. Quinanola

TERESITA L. QUIÑANOLA
HRMO IV

Rolinda T. Sanico

ROLINDA T. SANICO
(Project/Study Leader)

REPUBLIC OF THE PHILIPPINES)

PROVINCE OF LEYTE) S.S.

MUNICIPALITY OF BAYBAY)

On this 1st day of July, 2002 personally appeared before me Dr. Paciencia P. Milan representing the Leyte State University, Visca, Baybay, Leyte with Residence Certificate No. 08310466 issued on Jan. 11, 2002 at Baybay, Leyte and Mr. Edieser A. Noriel with Residence Certificate No. 03649318 issued on Jan 8 2002 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 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.

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Series of 2002

Gloriosa M. Cayunda Guinocor
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