



CONTRACT OF SERVICES

(New)

KNOW ALL MEN BY 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 Decree No. 700 with principal office at Baybay City, Leyte, duly represented by the University President, **EDGARDO E. TULIN**, herein after referred to as the FIRST PARTY

- and -

MARK ANTHONY T. CINCO of legal age, Filipino, Married and residing at Brgy. Sto. Niño 1, Hinunangan, Southern 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 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 SECOND PARTY (*Research Assistant*) hereby undertake to treat all research results derived from the research conducted or those information divulged by the researcher of which he has access to by reason of his duties and responsibilities as **highly confidential** albeit the possible presence of other available sources relative hereto.

That the SECOND PARTY (*Research Assistant*) will not claim as his own project-derived intellectual property as a result of the task assigned to him though he shall be duly acknowledged for the success of the same.

That the SECOND PARTY (*Research Assistant*) hereby undertakes to refuse employment, which involves or may involve the disclosure or use of the confidence, reposed on him by the researcher.

That the FIRST PARTY hires the services of the SECOND PARTY as Science Research Assistant in Project RJNA 91.015 S1 effective January 1, 2023 until June 30, 2023 unless sooner terminated;

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

Performs abaca breeding activities e. g. selection of parental materials, monitoring of flowering, hybridization, seed collection, seed germination, and care & maintenance of hybrid seedlings in seed boxes



Performs evaluation activities in single plant and two-row non-replicated trials

Performs field operations and supervision of laborers in land preparation, preparation of planting materials and lay-outing, etc.

Gathers research data, encodes to computer and analyzes data.

Makes study report (Midyear, annual and In-house reports)

Others: serves as resource person on techniques in artificial hybridization of self pollination in abaca.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of ₱ 134,412.00 representing salary including PERA and ACA for four mos. with year-end benefits, payable at least twice a month at VSU, Baybay City, Leyte upon presentation of a daily time record 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 personal contributions to GSIS term life insurance, PhilHealth and Pag-ibig as provided by existing laws and regulations;

That the FIRST PARTY grants the SECOND PARTY reimbursement 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;

Confidentiality Clause: The SECOND PARTY is required to turn-over the data materials, equipment, and other things that come into his/her possession because of his/her job, and preserve the confidentiality of any information regarding the University, faculty, staff, and students. Any disclosure and divulgement of confidential information (including personal information kept on computer or other media, research, technologies and manuals) made unlawfully outside the proper course of duty will be grounds for dismissal without prejudice to filing of appropriate case in Court. The confidentiality clause will still apply even if the SECOND PARTY is no longer connected with VSU unless the University gives its express consent.

Non-Competition: In the event the SECOND PARTY is separated or terminated from employment for whatever reason, he/she shall not seek employment doing similar research and technologies that he/she was working in VSU for a period of three (3) years from date of separation or termination, without the prior notice and consent to the University.

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 (30) days before effectivity of the termination.



IN WITNESS WHEREOF, we hereunto set our hands on this ____ day of _____ in
VSU, Baybay, Leyte.

VISAYAS STATE UNIVERSITY
Baybay City, Leyte

By:

EDGARDO E. TULIN
University President
(First Party)

MARK ANTHONY T. CINCO
(Second Party)

Signed in the presence of:

ROMEL B. ARMECIN
Director, NARC

HONEY SOFIA V. COLIS
ODHRM

MARIA JULIET C. CENIZA
Vice Pres., Research, Extension
& Innovation

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

On this ____ day of _____ 20____ personally appeared before me Dr. Edgardo E. Tulin
representing the Visayas State University, Baybay City, Leyte with VSU ID No. V000522 and Mark
Anthony T. Cinco with _____ 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 three (3) 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. 117
Page No. 24
Book No. 06
Series of 24

ATTY. EDEN B. CHAVEZ-BUTAWAN
NOTARY PUBLIC FOR THE PROVINCE OF LEYTE, CITY OF BAYBAY
NOTARIAL COMMISSION NO. 6 (Notary Public)
UNTIL DECEMBER 31, 2023
PTR NO. 300143706 ISSUED ON JAN. 3, 2023
IES NO. O.R. NO. 25123
MCLE COMPLIANCE NO. VII-0005523-VALID UNTIL APRIL 14, 2025
ATTORNEY'S ROLL NO. 42394
TIN NO. 207-628-019
R. MAGSAYSAY AVENUE, BAYBAY CITY, LEYTE