



**CONTRACT OF SERVICES
(Contractual Driver II)**

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

THE VISAYAS STATE UNIVERSITY (VSU), an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700, and converted into state university by virtue of R.A. 9158 and 9437, with principal office at Visca, Baybay City, Leyte, Philippines duly represented by the University President, **DR. PROSE IVY G. YEPES**, hereinafter referred to as the **FIRST PARTY**,

-and-

MR. MARIO P. NAYA, of legal age, Filipino, married, with residence address at Baybay City, Leyte, hereinafter referred to as the **"SECOND PARTY"**

WITNESSETH:

WHEREAS, the **FIRST PARTY** is in need of persons who can provide administrative support services which cannot be performed by the existing regular manpower/employees of the specific units/departments/centers within the university;

WHEREAS, the **SECOND PARTY**, possesses the required qualification and expertise needed by the hiring department/center/unit/office and is willing to provide the services needed;

NOW, THEREFORE, premises considered, the parties hereto have hereunto agreed on the following terms and conditions, to wit;

The **FIRST PARTY** hereby employs the services of the **SECOND PARTY** as **DRIVER II** in University Services for Health, Emergency and Rescue, VSU, ViSCA, Baybay City, Leyte effective November 4, 2024 to June 30, 2025 at the rate of P16,209.00/month with the following duties and responsibilities:

1. Operate and drive the assigned vehicle to convey university faculty and staff, official guest and properties to their authorized and specified destination;
2. Conduct "BLOWBAGETS" (Battery, Light, Oil, Water, Air, Gas, Engine, Tire and Self) procedure on the assigned vehicle using the "Daily Inspection Checklist" and "Vehicle Condition Report" to ensure roadworthiness and safety;
3. Promptly to report to specified call in the Trip Ticket;
4. Maintain the daily cleanliness, care and preventive maintenance service on the assigned vehicle and garage and its surroundings;
5. Observe road discipline and traffic rules including road courtesy, proper driving habits and careful/defensive driving;
6. Fill up Trip Ticket and submit immediately after travel;
7. Render services whether regular or overtime, as needed during disasters, emergencies, or other exigencies of the services.
8. Report any vehicular accident, breakdown or emergency and, secure Police Report and submit narrative report on the incident;
9. Demonstrate respect and courtesy to supervisors, dispatchers and passengers in the course of official duties as driver;
10. Assist mechanic/technician for the repair and maintenance of the unit to reduce downtime.
11. Operate other university vehicles in the exigency of service.

12. Perform other functions as may be assigned by immediate supervisors from time to time such as messengerial job.

That for in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of **ONE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED SEVENTY-TWO PESOS (₱ 145,672.00)** only representing salary including PERA & ACA payable at least twice a month at VSU, ViSCA, Baybay City, Leyte upon presentation of the daily time record 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 for 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 reimbursements of necessary expenses for travel 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 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 it is earned;

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 SECOND PARTY acknowledges and agrees that the FIRST PARTY has the right to terminate their services if the vehicle becomes unserviceable.

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 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.

JAN 02 2025

IN WITNESS WHEREOF, we have hereunto set our hands on this ____ day of _____,
20____ in VSU, Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY

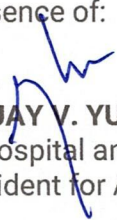
Baybay City, Leyte

By:


PROSE IVY G. YEPES
University President
(First Party)


MARIO P. NAYA
(Second Party)

Signed in the presence of:


ELWIN JAY V. YU
Chief of Hospital and
Vice-President for Admin and Finance


HONEY SOFIA V. COLIS
Director, HRMO

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF L EYTE) S.S.
CITY OF BAYBAY)

BEFORE ME, this JAN 02 2025 day of _____, 202__ at Baybay City, Leyte
personally appeared **DR. PROSE IVY G. YEPES** with Residence Certificate No. _____
issued on _____ at Baybay City, Leyte with VSU ID No. VOO2163 and **MR. MARIO P. NAYA**
with Residence Certificate No. 0945225 issued on 1-19-2024 at Baybay City, Leyte
known to me to be the same persons who executed the foregoing instrument and they
acknowledged to me that the same is their voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place first above given.


ATTY. RYSAN C. GUINOCOR
Notary Public
Until December 31, 2024
Notary Public Baybay, Leyte- 01/04/2024
IBF No. 395067- Tacloban City- 01/03/2024
Roll of Attorneys No. 57467
MCLE No. VII-0022195-04/14/2025
Visca, Baybay City, Leyte

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