

Republic of the Philippines
VISAYAS 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 Visayas 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. JOSE L. BACUSMO, hereinafter referred to as the FIRST PARTY.

-and -

MS. PAULINE S. CAIN TIC, 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 hereby employs the services of the SECOND PARTY as Science Research Assistant for VICARP at VSU, ViSCA, Baybay, Leyte effective November 1, 2010-December 31, 2010 at the rate of P11,275.00/month with the following duties and responsibilities:

That the SECOND PARTY has the following duties and responsibilities:

1. Coordinate in the conduct of consortium sponsored R&D program/projects/activities
2. Monitoring of R and D projects in the VICARP network.
3. Plan/coordinate and facilitate the day to day Secretariat's activities
4. Performs other duties assigned by the superior and VICARP Director.

That for and in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total of P 26,550.00 only representing salary including PERA and ACA payable at least twice a month at VSU, Visca, Baybay, Leyte upon presentation of certificate of services 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 contribution to GSIS, PhilHealth and PAG-IBIG premiums which could not be legally provided for by the FIRST PARTY over the duration of this contract.

Pauline S. Caintic *Dr. Bacusmo*

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 it's 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.

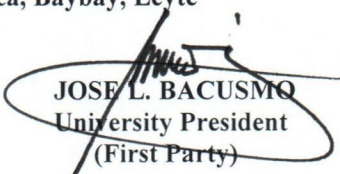
That the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose, for the lack of funds, or for other just cause;

That 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.

IN WITNESS WHEREOF, we hereunto set our hand on this 30 days of, November 2010 in VSU, Visca, Baybay, Leyte.

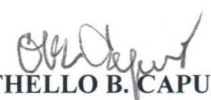
VISAYAS STATE UNIVERSITY
Visca, Baybay, Leyte

By:



JOSE L. BACUSMO
University President
(First Party)

Signed in the presence of:


PAULINE S. CAINTIC
(Second Party)


OTHELLO B. CAPUNO
Director, VICARP

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



LOURDES B. CANO
Director, ODAHRD

On this 30 day of November, 2010 personally before me DR. JOSE L. BACUSMO representing the Visayas State University, ViSCA, Baybay, Leyte with Residence Certificate No. 09419240 issued on January 9, 2010 at Baybay, Leyte and MS. PAULINE S. CAINTIC with Residence Certificate No. 25262667 issued on March 23, 2010 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.

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GLORIOSA M. CAYUNDA GUINOCOP
NOTARY PUBLIC
UNTIL DECEMBER 31, 2010
PTR NO. 2988354-BAYBAY CITY-1/4/10
IBP NO. 771305-TACLOBAN CITY-1/5/10
MCLE COMPL. NO. 11-0014009
ROLL NO. 42328