

CONTRACT OF SERVICES
(new)

KNOW ALL MEN BY THESE PRESENTS

This contract made and entered into by and between:

The LEYTE 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. PACIENCIA P. MILAN**, hereinafter referred to as the **FIRST PARTY**; and

JIMMY POGOSA, of legal age, Filipino, Single and residing at Sitio San Vicente, Kilim, Baybay, 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 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 knowhow in the field of agricultural research; to conduct researches or assist the researcher in the conduct of research activities;

WHEREAS, the **SECOND PARTY** possess the required technical knowhow in agricultural research and willing to participate in any research and development activities;

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

That the **FIRST PARTY** hires the services of the **SECOND PARTY** as **Science Aide** in project **PPP Abaca Project 416-10.43** entitled "**Public Private Partnership Project on Application of Abaca Fiber in the Automotive Industry (charge to Technical Component)**" under Dr. Roberto C. Guarte LSU, Visca" effective **February 1, 2005 to June 30, 2005** unless sooner terminated.

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

1. **Conduct research of activities of drying and storage of abaca fibers.**
2. **Prepare technical drawings as village level abaca processing center.**
3. **Supervise the construction of the village level abaca processing center and its operation.**
4. **Prepare project reports.**

That in consideration of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former in the total amount of **THIRTY SEVEN THOUSAND SIX HUNDRED TEN PESOS ONLY (P37,610.00)** including ACA and PERA for 6 months, 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 that **FIRST PARTY** to deduct from his/her monthly salary the amount corresponding to his/her personal contributions to GSIS, Medicare, 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 her 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 of contractual employees are chargeable 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 has access to by reason of his 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 own project-derived intellectual property as result of the task assigned to him 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 by the researcher.


That the **SECOND PARTY** agrees to the reservation of a right or the **FIRST PARTY** to terminate 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 **1st day of February 2005** in LSU, Visca, Baybay, Leyte.


LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte

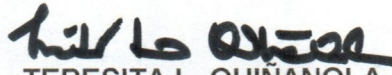
By:


PACIENCIA P. MILAN
University President
(First Party)


JIMMY O. POGOSA
Science Aide
(Second Party)

Signed in the presence of:


ROBERTO C. GUARTE
Component Leader


TERESITA L. QUINANOLA
HRMDO

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

On this 1st FEB 21 2005 day of February 2005 personally appeared before me **Dr. Paciencia P. Milan** representing the Leyte State University, Visca, Baybay, Leyte with Residence Certificate No. 00491537 issued on January 18, 2005 at Baybay, Leyte and **Jimmy O. Pogosa** with Residence Certificate No. 60491399 issued on January 11, 2005 at Baybay, Leyte known to me 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 of two (2) pages including this page where the acknowledgment has been written, signed on the left hand margin of each and every page hereto by the parties and their witnesses and sealed with the notarial seal.

IN WITNESS WHEREOF, I hereunto set my hand the day, year and place above written.

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ATTY. NORJUE I. JUEGO
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