



CONTRACT FOR SERVICES

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 Degree No. 470 as amended by Republic Act No. 9437 with principal office at VSU, Visca, Baybay, Leyte, duly represented by the President Dr. Prose Ivy G. Yepes, hereinafter referred to as the FIRST PARTY.

-and-

MS. NELITA C. BORNIAS, married, Filipino and residing at Guadalupe, Baybay City, Leyte Philippines hereinafter referred to as SECOND PARTY;

WITNESSETH:

WHEREAS, the FIRST PARTY is a grantee not only in instruction but also in research and extension activities;

WHEREAS, the FIRST PARTY is a grantee of research funds from other government agencies such as PCARRD, NSDB, 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 of 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 HEREOF, premises considered, the parties hereunto have agreed on the following and condition to wit:

That the FIRST PARTY hires the services of the SECOND PARTY as Science Research Assistant in the Research Project VVG-012 (02)– National Cooperative Testing of Solanaceous Crops for the period July 1, 2024 to December31, 2024 at the rate of **P21,211.00/month** with the following duties and responsibilities:

That the SECOND PARTY has the following duties and responsibilities:

1. responsible in the establishment, care and maintenance of the research project.
2. gather, collate and analyze data
3. make and submit periodic reports
4. supervise laborers
5. do other routine works that maybe assigned.

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 **139,266.00** only representing salary including **PERA** and **ACA** payable at least twice a month at VSU, VISCA, Baybay, City upon presentation of daily time record duly attested by the representative of the FIRST PARTY;

That the SECOND PARTY authorize the FIRST PARTY to deduct from her monthly salary the amount corresponding to her personal contribution to the GSIS, LRP, PhilHealth and Pag-ibig as provided for 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

PROSE IVY G. YEPES

NELITA C. BORNIAS

GLORIA E. BANCALE

ALICIA M. FLORES

SANTIAGO T. PENA JR.

HONEY SOFIA V. COLIS

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 is entitled TO LEAVE BENEFITS AS PROVIDED FOR BY Joint CSC and DBM Circular No. 99.7 dated Dec. 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 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 care.

That in case either party desires to terminate this contract before its expiration date, a written notice shall be served to other party at least (30) days before affectivity of the termination.

IN WITNESS WHERE OF, we hereunto set our hands on this 02 JUL 2024 at VSU, Visca, Baybay City, Leyte.


By:



PROSE IVY G. YEPES
President
(First Party)



NELITA C. BORNIAS
(Second Party)

Signed in the presence of:


GLORIA E. BANCALE
Project Leader


SANTIAGO T. PEÑA JR.
VP Research, Extension and Innovation


ALICIA M. FLORES
Head, Budget Office


HONEY SOFIA V. COLIS
Admin. Officer IV

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

On this _____ day of 02 JUL 2024 personally appeared before me Dr. PROSE IVY G. YEPES representing the VISAYAS STATE UNIVERSITY, Baybay City, Leyte with Residence Certificate No. _____ issued on _____ at Baybay City Leyte and NELITA C. BORNIA with Residence Certificate No. 0945-8354 issued on 03-12-2024 at Baybay City ID No. V-00660 known to me to be the same persons who execute the foregoing instrument and they acknowledge 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 acknowledgment has been written on the left-hand margin of each and every page hereto by the parties and their witnesses and sealed with notarial seal.

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

Doc. No. 503
Page No. 102
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Notary Public
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G.H. Del Pilar Street, Baybay City, Leyte

NELITA C. BORNIA

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