

Republic of the Philippines
Visayas State University
Baybay City, Leyte

CONTRACT OF SERVICES
(Renewal)

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 Presidential Decree No. 9158 with principal office at **Baybay City, Leyte**, duly represented by the University President, **DR. JOSE L. BACUSMO**, hereinafter referred to as the **FIRST PARTY**;

-And-

MS. LUZ G. ASIO, of legal age, Filipino, married, with residence address at VSU, Baybay City, 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, DOST 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** possesses 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** hires the services of the **SECOND PARTY** as Science Research Assistant in OVPRE-CASL effective **Jan 1, 2009 – June 30, 2009** unless sooner terminated:

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

1. To assist the Laboratory in-charge in the chemical analysis work.
2. To assist in the conduct of research studies on the development and/or improvement of related chemical analysis works in support to R and D program of the university.
3. To keep records and help maintain the laboratory and the different equipment.
4. To keep records of the laboratory income and other related activities and prepares/submit monthly financial and progress reports.
5. To perform other related tasks assigned by the supervisor.

That in consideration of the services of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former a total amount of P 79,650.00 only representing salary including PERA and ACA, payable at least twice a month at VSU, Baybay City, Leyte upon presentation of the certificate of service rendered duly attested by the representative of the **FIRST PARTY**;

That the **SECOND PARTY** authorizes the **FIRST PARTY** to deduct from the formers monthly salary the amount corresponding to personnel contributions for **GSIS, RLIP, Medicare, ECIP** and **PAG-IBIG** premiums;

That the **FIRST PARTY** grants the **SECOND PARTY** the 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** hereby undertakes to treat all research results derived from the research conducted or that 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 a 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;

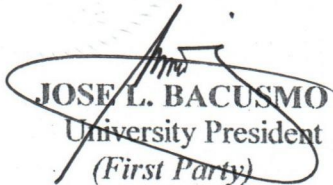
That the **SECOND PARTY** agrees to the reservation of a right of the **FIRST PARTY** to terminate the services of the former in the event that the performance of the **SECOND PARTY** is prejudicial to the smooth and efficient operation of the **FIRST PARTY** in achieving the purpose, for the lack of 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 hands on this 31st day of Dec., 2008 in VSU, Baybay City, Leyte.

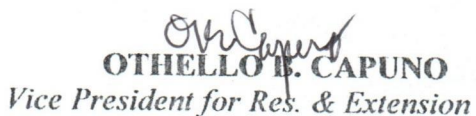
VISAYAS STATE UNIVERSITY
Baybay City, Leyte

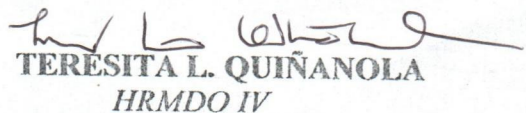
By:


JOSE L. BACUSMO
University President
(First Party)


LUZ C. ASIO
(Second Party)

Signed in the presence of:


OTHELLO B. CAPUNO
Vice President for Res. & Extension


TERESITA L. QUIÑANOLA
HRMDO IV

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

On this ~~2nd~~ day of Dec., 2008 personally appeared before me **DR. JOSE L. BACUSMO** representing the Visayas State University, Baybay City, Leyte with Residence Certificate No. 12301603 issued on Jan 07, 2008 at Baybay City, Leyte and **MS. LUZ G. ASIO** with Residence Certificate No. 02827068 issued on Jan 03, 2008 at Baybay City, Leyte known 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.

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Book No. XXIII
Series No. 7008


GLORIOSA M. CAYUNDA GUINOCOR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2008
PTR 1303852 BAYBAY, LEYTE - 01/03/08
IBP 721901 TAGLOBAN CITY - 01/04/04
ROLL NO. 42328

