

CONTRACT FOR SERVICES

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 9158 with principal office at Visca, Baybay, Leyte, duly represented by its President, Dr. PACIENCIA P. MILAN, hereinafter referred to as the FIRST PARTY;

- and -

FATIMA T. BALIÑA of legal age, Filipino, single and residing at Visca, Baybay, Leyte hereinafter referred to as the SECOND PARTY.

WITNESSETH

WHEREAS, the FIRST PARTY is a grantee of research funds from other government agencies such as PCARRD, NSDB, MA, 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 hereby employs the services of the SECOND PARTY as Science Research Assistant for the Farm and Resource Management Institute at LSU, Visca, Baybay, Leyte effective January 1, 2002 to June 30, 2002 with the following duties and responsibilities:

1. Finalize unfinished terminal reports.
2. Take charge of the FARMI library.
3. Document workshops/seminars conducted by FARMI
3. Assist in conducting requested PRA trainings.
4. Perform other functions as designated by the Director.

That for and in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of FIFTY NINE THOUSAND EIGHT HUNDRED FIFTY-FIVE PESOS & 80/100 (P59,855.80) representing salary, including ACA and PERA payable at least twice a month at LSU, Visca, Baybay, Leyte upon presentation of 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 former's monthly salary the amount corresponding to the personal contributions for GSIS, RLIP, Medicare, ECIP and PAG-IBIG as provided for by existing laws 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 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 shall be entitled to vacation and sick leave credits as prescribed for by MC 14, s. 1999. However, the SECOND PARTY shall use all leave credits earned within the year of service.

That the FIRST PARTY grants the SECOND PARTY reimbursements of necessary expenses for travels made official 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 the usual accounting rules and regulations;


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 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 thirty (30) days before effectivity of the termination;

In WITNESS WHEREOF, we hereunto set our hands on this 28th day of December 2001 at LSU, Visca, Baybay, Leyte.

LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte

By:

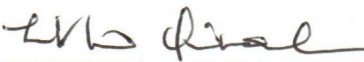

PACIENCIA P. MILAN
(First Party)


FATIMA T. BALINA
(Second Party)

Signed in the presence of:


ZOSIMO M. DE LA ROSA
Witness


EDWIN A. BALBARINO
Witness


TERESITA L. QUINANOLA
Witness


ROBERTA C. LEMOS
Witness


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

On this 1ST day of January 2002 personally appeared before me Dr. Paciencia P. Milan representing the Leyte State University, Visca, Baybay, Leyte with Community Tax No. 083/0466 issued on 1-11-02 at Baybay, Leyte and FATIMA T. BALINA with Community Tax No. 08292423 issued on 1/11/02 at Burauen, Leyte known to me 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 two (2) pages including this page where the acknowledgement has been written, signed in 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 date, year and place above written.

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Series of 2002


ZENEN A. PURAY
NOTARY PUBLIC
FOR THE PROVINCE OF LEYTE AND THE CITIES OF ORMOG AND TACLOBAN
UNTIL DECEMBER 31, 2002
PTR NO. 5963553 V. JAN. 2, 2002, BAYBAY, LEYTE
IBP NO. 0530 JANUARY 2, 2002, ORMOG CITY