

Republic of the Philippines
LEYTE 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 Leyte State University, a university with office address at Visca, Baybay, Leyte, represented by University President, **DR. PACIENCIA P. MILAN** hereinafter referred to as the First Party:

and

MR. GENESIS C. ALBARICO, of legal age, a Filipino and a resident of Baybay, Leyte, hereinafter referred to as the "Second Party"

WITNESSETH:

1. That the First Party is in need of the services of the Second Party who shall perform work not performed regularly by the regular personnel of the First Party;
2. That the Second Party has signified his intention to which the First Party has accepted, to provide the service needed by the First Party;
3. That the Second Party hereby possesses the education, experience, and skills required to perform the job as described herein;
4. That the Second Party hereby attests that he is not related within the third degree of consanguinity or affinity to the: 1) hiring authority and/or 2) representative of the First Party; that he has not been previously dismissed from government service by reason of an administrative offense; that he has not already reached the compulsory retirement age of sixty five (65);
5. That in view hereof, the Second Party is hereby contracted as an Science Research Aide for the period January 1, 2007 until December 31, 2007, in consideration of the monthly rate of Six Thousand Five Hundred Pesos Only (P6,500.00), to be paid on a monthly basis. – charged to CHED-funded Project on "Jatropha Enterprise Development and Integrated R&D Project for Biodiesel Production."
6. That as a Science Research Aide, the Second Party is expected to perform the following functions:
 - a. Assist the project Leader in the monitoring of the activities of the other components of the project;
 - b. Conduct research activities on the physico-chemical characteristics of Jatropha oil and its by-products;
 - c. Keep financial records of the project;
 - d. Prepare regular report of the project; and
 - e. Do other responsibilities related to the project as assigned by the project leader.
7. That the Second Party shall be entitled to a meal allowance of Fifty Pesos per meal (P50.00/meal), actual transportation cost, and lodging expenses as authorized when traveling on official business within the area coverage subject to existing government accounting rules and regulations and pertinent to LSU policies and rules on government official travel;
8. That the Second Party shall perform work at a time and schedule to be agreed upon by both parties;
9. That it is understood that this contract does not create an employer-employee relationship between the first Party and the Second Party, that the services rendered hereunder are not considered and accredited as government service, and the latter is not entitled to benefits enjoyed by the regular personnel for the First Party;
10. 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 he has access to by

reason of her duties and responsibilities as highly confidential albeit the possible presence of other available sources relative thereto.

- 11. That the SECOND PARTY will not claim as his own project-derived intellectual property as result of the task assigned to her though he shall be duly acknowledged for the success of the same.
- 12. 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.

IN WITNESS, WHEREOF, we hereunto set our hands on this _____ day of _____ 2007 in LSU, Visca, Baybay, Leyte.

LEYTE STATE UNIVERSITY
Name of Agency

GENESIS C. ALBARICO
Science Research Aide
(Second Party)

By: PACIENCIA P. MILAN
Representative

Signed in the presence of:

ANDRESITO D. ACABAL
Study Leader
Physico-Chemical Component

ROBERTO C. GUARTE
Project Leader and
Head, DAE/Dean, CEAI

OTHELLO B. CAPUNO
Director, ODREx

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in above jurisdiction, personally appeared the following:

NAME	COM. TAX CERT. NO.	DATE/PLACE ISSUED
DR. PACIENCIA P. MILAN		
GENESIS C. ALBARICO	23284983	Jan. 02, 2007, Baybay, Leyte

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free will and voluntary act and deed.

This instrument consisting of two (2) pages including this page where the acknowledgment is written and is signed by the parties and their instrument witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this 23 JAN 2007 of _____ 2007 at Baybay, Leyte, Philippines.

ATTY. RENE ALVARO JERVOSO
NOTARY PUBLIC
Until December 31, 2008
PTR NO. 095-057 / MARAPLAG, LEYTE / 1-3-07
IBP NO. 65496 / TACLOBAN CITY / 1-5-07
Issued at
TIN NO. 918-790-898
ROLL NO. 48353

Doc. No. : 182
Page No. : 39
Book No. : VIII
Series of : 12007