

## CONTRACT OF SERVICES

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 ViSCA, Baybay, Leyte, duly represented by the University President, DR. JOSE L. BACUSMO, hereinafter referred to as the FIRST PARTY;

-and-

**EDIESER A. NORIEL**, of legal age, Filipino, married, with residence at VSU, ViSCA, 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 a 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 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:

The FIRST PARTY hereby employs the services of the SECOND PARTY as Science Research Assistant in Project RSPB.04.165 A.III.c (PS), (Project Title: "National Vermicompost and Vermimeal Production Program (NV<sup>2</sup>P<sup>2</sup>)" at VSU, ViSCA, Baybay, Leyte effective **November 1, 2010 to December 31, 2010 at the rate of P 11,275.00/month with the following duties and responsibilities:**

1. Conduct yield observation using conventional and paper (office paper, newsprint) as raw materials;
2. To compare yield of selected vegetables using inorganic and vermicast;
3. Maintain vermiworm collection and mass propagation of vermicast for enterprise enhancement;
4. Supervise collection of raw materials (leaves, rice straw and other plant materials, manure and etc.) for vermiculture;
5. Supervise laborers in daily activities i.e. maintenance/repair of infrastructure in project site and cleanliness of project areas;
6. Prepare monthly reports;
7. Do other duties and responsibilities that the project leader may assign from time to time.

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 19,584.19 net of 8 days service break per month representing salary including PERA and ACA payable at least twice a month at VSU, 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 contribution to **GSIS, PhilHealth and Pag-ibig premiums which could not be legally provided for by the FIRST PARTY over the duration of this contract.**

That the FIRST PARTY grants the SECOND PARTY reimbursements of 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;

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 payments 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 those information divulged by the researcher of which she has access to by reason of her duties and responsibilities as highly confidential albeit the possible presence of other available sources relative thereto.

That the SECOND PARTY will not claim as her own project-derived intellectual property as a result of the task assigned to her though 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 her by the researcher.

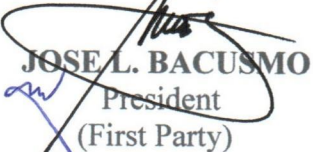
That the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose, for lack of funds, or for other 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 have hereunto set our hands this 29th day of October, 2010 at VSU, Baybay, Leyte, Philippines.

VISAYAS STATE UNIVERSITY  
Baybay, Leyte


By:

  
**JOSE L. BACUSMO**  
President  
(First Party)

  
**EDIESER A. NORIEL**  
(Second Party)

Signed in the presence of:

  
**PACIENCIA P. MILAN**  
Witness

  
**LOURDES B. CANO**  
Witness




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

BEFORE ME, this 02 th day of Dec., 2010 at Baybay, Leyte personally appeared DR. JOSE L. BACUSMO with Comm. Tax Cert. No. 13565669 dated January 6, 2010 at Baybay, Leyte, and EDIESER A. NORIEL with Comm. Tax Cert. No. 25196990 issued on January 14, 2010 at Baybay, Leyte, known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place first above given.

Doc. No. 713  
Page No. 042  
Book No. XXVII  
Series of 2010

  
GLORIOSA M. CAYUNDA GUINOCOR  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2010  
PTR NO. 2988354-BAYBAY CITY-1/4/10  
IBP NO. 771305-TACLOBAN CITY-1/5/10  
MCLE COMPL. NO. 11-0014009  
ROLL NO. 42328