

**CONTRACT OF SERVICES  
(Renewal)**

**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 Republic Act 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

**EDRALIN M. MALASAGA**, of legal age, Filipino, married and residing at Brgy. Guadalupe, 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 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 knowhow in the field of agricultural research; to conduct researches or assist the researcher in the conduct of research activities;

WHEREAS, the **SECOND PARTY** possess the required technical knowhow in agricultural research and willing to participate in any research and development activities;

NOW THEREFORE, premises considered, the parties hereto have hereunto agreed to the following terms and conditions, to wit:

The **FIRST PARTY** hires the services of the **SECOND PARTY** as **Science Research Assistant of the Farming Systems Section with Code No. NCRC.OC.211.03** at VSU, Visca, Baybay, Leyte effective January 1, 2011 until June 30, 2011 at the rate of P 11,275.00/month with the following duties and responsibilities:

- 1) Assist the project/study leaders in the implementation of Research Development, Extension and Production activities of the section
- 2) Supervise the laborers in implementing the activities of the section
- 3) Gather data, analyze and prepare reports;
- 4) Do laboratory analysis; and
- 5) Does other activities as requested by the supervisors.

That in consideration of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former in the total amount of **SEVENTY NINE THOUSAND SIX HUNDRED FIFTY PESOS ONLY (P79,650.00)** including ACA, PERA and ADDITIONAL COMPENSATION ALLOWANCE for 6 months, payable at least twice a month at VSU, Visca, Baybay, Leyte upon presentation of a Daily Time Record 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 her 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 of contractual employees are chargeable 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** hereby undertake 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 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 her own project-derived intellectual property as 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 her by the researcher.

That the **SECOND PARTY** agrees to the reservation of a right of the **FIRST PARTY** to terminate 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;

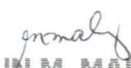
That in case either party desires to terminate this contract before its expiration date, a written notice shall be served to the other party at least (30) days before effectivity of the termination.

IN WITNESS, WHEREOF, we hereunto set our hands on this 22<sup>nd</sup> day of January 2011 in VSU, Visca, Baybay, Leyte.

VISAYAS STATE UNIVERSITY  
Visca, Baybay, Leyte

By:

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

  
**EDRALIN M. MALASAGA**  
Science Res. Asst.  
(Second Party)

Signed in the presence of:

  
**MARIO E. BALIAD**  
Section Head

  
**LOURDES B. CANO**  
HRMDO

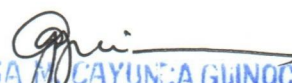
REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF LEYTE ) S. S.  
MUNICIPALITY OF BAYBAY )

On this 31<sup>st</sup> day of January 2011 personally appeared before me **Dr. Jose L. Bacusmo** representing the Visayas State University, Visca, Baybay, Leyte with Residence Certificate No. 31953891 issued on 1-6-11 at Baybay, Leyte and **Edralin M. Malasaga** with Residence Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at Baybay, Leyte known to me to be the same persons who executed the foregoing instrument and they acknowledge to me 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, signed on the left hand margin of each and every page hereto by the parties and their witnesses and sealed with the notarial seal.

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

Doc. No. : 007  
Page No. : 002  
Book No. : XXVIII  
Series of : 2011

  
**GLORIOSA M. CAYUNCA GUINOC**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2012  
PTR No. 3917709 BAYBAY, LEYTE - 1/10/11  
BP No. 843672 IACORAN CITY - 1/7/11