

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The Leyte 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. PACIENCIA P. MILAN**, hereinafter referred to as the **FIRST PARTY**.

- and -

FATIMA T. BALINA of legal age, Filipino, single and a resident of Barangay Guadalupe, Baybay, 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, 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** possess 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 VSU, Visca, Baybay, Leyte effective July 1, 2007 – December 31, 2007 with the following duties and responsibilities:

1. Conduct research and development activities
2. Handle/teach one subject at the College of Education
3. Serve as Secretary of the Eastern Visayas Sustainable Organic Agriculture Network (EVSOANet)
4. Document workshops/trainings/seminars conducted/collaborated by the Institute
5. Take charge of the FARMi Library
6. Take charge in consolidating the Institute's Quarter and Annual reports
7. 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 **P67,908.00** 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 personnel contributions for GSIS, RLIP, Medicare, ECIP and PAG-IBIG premiums as provided for by existing laws and regulations;

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 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 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 the lack of funds, or for other just cause;

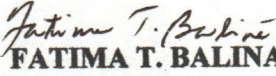
That in case either party desires to terminate this contract before its expiration date, written notice shall be served to the other party at least thirty (30) days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hands on this 18th day of June 2007 at VSU, Visca, Baybay, Leyte.


VISAYAS STATE UNIVERSITY
Visca, Baybay, Leyte

By:


PACIENCIA P. MILAN
(First Party)


FATIMA T. BALINA
(Second Party)

Signed in the presence of:


FE M. GABUNADA
Witness


TERESITA L. QUINANOLA
Witness

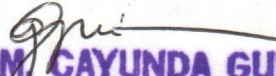
REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) S.S
MUNICIPALITY OF BAYBAY)

On this 18th day of July '07 personally appeared before me **DR. PACIENCIA P. MILAN** representing the Leyte State University, Visca, Baybay, Leyte with Residence Certificate No. **23331547** issued on January 8, 2007 at Baybay, Leyte and **MS. FATIMA T. BALINA** with Residence Certificate No. **21620471** issued on March 26, 2007 at Baybay, 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 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 my notarial seal.

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

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Book No. XXI
Series No. 2007


GLORIOSA M. CAYUNDA GUINOCOR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2008
PTR NO. 0500639-BAYBAY LEYTE-12/29/06
IBP NO. 654906-IALIGAN CITY-12/28/06
ROLL NO. 42328