

**CONTRACT OF SERVICES
(Renewal)**

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 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

JEREMIAS S. VESTRA, 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 the following terms and conditions, to wit;

That the **FIRST PARTY** hires the services of the **SECOND PARTY** as **Science Research Assistant** in project **RSRC.92.16** entitled "**Ccnservation of abiotic stress tolerant coconut types**" (former **Screening for typhoon tolerant coconut cultivars/hybrids**) effective **January 01, 2002 to June 30, 2002** unless sooner terminated.

That as the **SECOND PARTY** has the following duties and responsibilities:

- 1) **To gather data and monitor the occurrence of typhoon in the Visayas region**
- 2) **To supervise field activities**
- 3) **To compute data and assist the study leader in progress report preparation**
- 4) **To do other jobs that maybe assigned by his superior.**

That in consideration of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former in the total amount of **FIFTY NINE THOUSAND EIGHT HUNDRED FIFTY FIVE PESOS & 80/100 (P 59,855.50)** including ACA and PERA for 6 months net of 6 days service break, payable at least twice a month at LSU, Baybay, Leyte upon presentation of a Daily Time Record duly attested by the representative of the **FIRST PARTY** ;

That the **SECOND PARTY** authorizes that **FIRST PARTY** to deduct from his/her monthly salary the amount corresponding to his/her personal contributions to GSIS, Medicare, ECIP and PAG-IBIG as provided for by existing laws and regulations.

That the **FIRST PARTY** grants the **SECOND PARTY** reimbursement of actual and necessary expenses for travels made officially in connection with the project and duly approved by the **FIRST PARTY** or 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 leave benefits 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** agrees to the reservation of a right or 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;

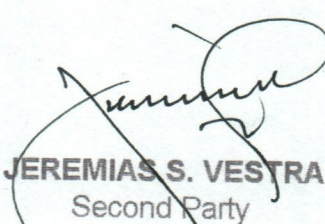
That in case either party desires to terminate this contract before its expiration date, a written notice shall be served to the other party at least (30) days before effectivity of the termination.

IN WITNESS, WHEREOF, we hereunto set our hands on this **1st day of January 2002** in LSU, Visca, Baybay, Leyte.

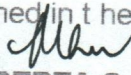
LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte

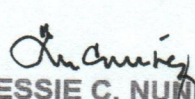
By:

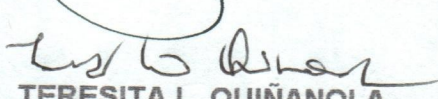

PACIENCIA P. MILAN
University President


JEREMIAS S. VESTRA
Second Party

Signed in the presence of:


ROBERTA C. LEMOS
Accountant


TESSIE C. NUNEZ
Study Leader


TERESITA L. QUIÑANOLA
OIC, HRMDO


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

On this 1st day of **January 002** personally appeared before me **Dr. Paciencia P. Milan** representing the Leyte State University, Baybay, Leyte with Residence Certificate No issued on 08/10/00 at Baybay, Leyte and **Jeremias S. Vestra** with Residence Certificate No. 11750168 issued on Feb. 22, 2001 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 seat.

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

Doc. No. : 252
Page No. : 46
Book No. : 38
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. 9363553 V. JAN. 2, 2002. BAYBAY, LEYTE
IBP NO. 0530 JANUARY 2, 2002. ORMOG CITY