

Republic of the Philippines
VISAYAS STATE UNIVERSITY
Visca, Baybay City Leyte

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

THE VISAYAS STATE UNIVERSITY (VSU), an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700, and converted into state university by virtue of R.A. 9158 and 9437, with principal office at Visca, Baybay City, Leyte, Philippines duly represented by the University President, **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**.

- and -

MS. ELMERA Y. BAÑOC, of legal age, Filipino, married and a resident of Brgy. Marcos, Baybay City 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** 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:

That the **FIRST PARTY** hereby employs the services of the **SECOND PARTY** as Science Research Assistant for VICARP at VSU, ViSCA, Baybay, City effective January 1-June 30, 2019 at the rate of **P17,473.00/month** with the following duties and responsibilities:

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

1. Takes charge/coordinates the development and production of applied communication materials in support of consortium flagship programs.
2. Assists in the coordination of applied communication activities.
3. Acts as the recording secretary of the Region Eight Applied Communication Task Force (REACTF)
4. Assists the RCTU Coordinator in the monitoring and documentation of consortium activities/project.
5. Takes care of the Scientific Literature Services (SLS) of the consortium.
6. Updates the database of popularized R and D information.
7. Assists in the implementation of Technogabay in Region 8
8. Does other tasks the superiors may assign.

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 116,838.00** only representing salary including **PERA** and **ACA** payable at least twice a month at VSU, ViSCA, Baybay, City upon presentation of 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 contributions for GSIS, PhilHealth and PAG-IBIG premiums which could not be legally provided for by the **FIRST PARTY** over the duration of this contract.



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- and -

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WITNESSETH

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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;

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That the **SECOND PARTY** authorizes the **FIRST PARTY** to deduct from the former's monthly salary the amount corresponding to contributions for 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 the 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 the 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's 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 hand on this ____ days of, _____ 2019, in VSU, Visca, Baybay City Leyte.

VISAYAS STATE UNIVERSITY
Visca, Baybay City Leyte

By: 
EDGARDO E. TULIN
University President
(First Party)


ELMERA Y. BAÑOC
(Second Party)

Signed in the presence of:

REPUBLIC OF THE PHILIPPINES)
City of Baybay)
Province of Leyte)

LOURDES B. CANO
Director, ODAHRD

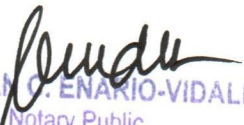

OTHELLO B. CAPUNO
Director, VICARP

On this 14 FEB 2019 day of _____, 2018 personally before me **DR. EDGARDO E. TULIN** representing the Visayas State University, ViSCA, Baybay City Leyte with **Residence Certificate No. 27139242** issued on **January 8, 2018** at **Baybay, City**, VSU ID No. _____ and **MS. ELMERA Y. BAÑOC** with **Residence Certificate No. 27143705** issued on **January 24, 2018** at **Baybay, City**, VSU ID No. _____ Known 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 two (2) pages including this page where the acknowledgement 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.

Doc. No. 777
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Book No. XIV
Series No. 2019


ATTY. VIVIAN C. ENARIO-VIDALLON
Notary Public
NC. NO. B-17-12-09, Jan. 3, 2018
Until December 31 2019
Roll No. 62930
PTR NO. 2766228 1/3/19 Baybay City, Leyte
IBP No. 053824 11/07/18 LEYTE
MCLE Compliance No. VI-0014899