

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 Presidential Decree No. 470 as amended by Presidential Decree No. 700 with principal office at Baybay, Leyte, duly represented by the University President, PACIENCIA P. MILAN, herein after referred to as the FIRST PARTY

- and -

Felix L. Ocon of legal age, Filipino Single and residing at Brgy. Guadalupe, Baybay, Leyte herein after 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, NSDB, MA, 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 SECOND PARTY (*Research Assistant*) 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 hereto.

That the SECOND PARTY (*Research Assistant*) will not claim as his own project-derived intellectual property as a result of the task assigned to him though he shall be duly acknowledged for the success of the same.

That the SECOND PARTY (*Research Assistant*) hereby undertakes to refuse employment, which involves or may involve the disclosure or use of the confidence, reposed on him by the researcher.

That the FIRST PARTY hires the services of the SECOND PARTY as Science Research Assistant in Project RSNA.87.018 entitled Collection, morphological characterization & maintenance of abaca germplasm effective January 1, 2005 until June 30, 2005 unless sooner terminated;

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

To supervise the laborers in all field activities of the study

To characterize abaca accessions in the germplasm collection

To collect, compare, analyze and interpret data and prepare research reports

To encode/document all germplasm data

To perform other related activities connected with the study and other responsibilities as directed by the immediate supervisor

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of P 61,908.00 representing salary including PERA and ACA for six mos. with year-end benefits, payable at least twice a month at LSU, Baybay, Leyte upon presentation of a 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 personal contributions to GSIS term life insurance and medical insurance as provided 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 his duly authorized representative upon presentation of pertinent supporting papers and subject to usual accounting and auditing rules and regulations;

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 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 31st day of DEC., 2004 in LSU, Baybay, Leyte.

LEYTE STATE UNIVERSITY
Baybay, Leyte

By:

PACIENCIA P. MILAN
University President
(First Party)

FELIX L. OCON
(Second Party)

Signed in the presence of:

LELITA R. GONZAL
Director, NARC

TERESITA L. QUIÑANOLA
HRMDO

JOSE L. BACUSMO
Vice Pres. Research & Extension

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

On this 31st day of DEC. 2004 personally appeared before me Dr. PACIENCIA P. MILAN representing the Leyte State University, Baybay, Leyte with Residence Certificate No. 10282801 Issued on 1-8-04 at Baybay, Leyte and Felix L. Ocon with Residence Certificate No. 10286724 issued on 1/26/04 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 free and voluntary act and deed.

This instrument consisting of 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.

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Page No. 37 :
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Series of 2004

Gloriosa M. Cayunda Guinda
NOTARY PUBLIC
(Notary Public)
PTR NO PL 0573769
ISSUED AT BAYBAY LEYTE
ON 1/05/04