



CONTRACT OF SERVICES
(Renewal)

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 OIC University President, **DR. DANIEL LESLIE S. TAN**, hereinafter referred to as the **FIRST PARTY**,

-and-

MS. MICHELLE E. GUMBA, of legal age, Filipino, married, with residence address at Brgy. Patag, Baybay City, 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 a grantee of research funds from other government agencies such as PCARRD, DOST, 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;

The FIRST PARTY hereby employs the services of the SECOND PARTY as Science Aide in PRCRTC 075 at VSU, Visca, Baybay, Leyte effective January 1 to June 30, 2024 at the rate of **P 15,586.00/month** with the following duties and responsibilities:

- Take charge of the collection and maintenance of cassava germplasm project;
- Perform HCN analysis and dry matter content of all cassava hybrids and introduced varieties;
- Help maintain cleanliness and orderliness of experimental field
- Do other jobs as needed by the center

That for in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of **ONE HUNDRED FIVE THOUSAND FIVE HUNDRED SIXTEEN PESOS (P 105,516.00)** only representing salary including PERA & ACA payable at least twice a month at VSU, Visca, Baybay City, Leyte upon presentation of the 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 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 reimbursements of necessary expenses for travel 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 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 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 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 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;

Confidentiality Clause: The SECOND PARTY is required to turn-over the data materials, equipment, and other things that come into his/her possession because of his/her job, and preserve the confidentiality of any information regarding the University, faculty, staff, and students. Any disclosure and divulgement of confidential information (including personal information kept on computer or other media, research, technologies and manuals) made unlawfully outside the proper course of duty will be grounds for dismissal without prejudice to filing of appropriate case in Court. The confidentiality clause will still apply even if the SECOND PARTY is no longer connected with VSU unless the University gives its express consent.

Non-Competition: In the event the SECOND PARTY is separated or terminated from employment for whatever reason, he/she shall not seek employment doing similar research and technologies that he/she was working in VSU for a period of three (3) years from date of separation or termination, without the prior notice and consent to the University.

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 have hereunto set our hands on this ____ day of _____, 20__ in VSU, Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY
Baybay, Leyte

By:


DANIEL LESLIE S. TAN
OIC University President
(First Party)


MICHELLE E. GUMBA
(Second Party)

Signed in the presence of:


DILBERTO O. FERRAREN
Project Leader


EDGARDO E. TULIN
Director, PhilRootcrops



HONEY SOFIA V. COLIS
Director, HRMO


MARIA JULIET C. CENIZA
VP for Res., Extn. & Innovation

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF L EYTE) S.S.
MUNICIPALITY OF BAYBAY)

BEFORE ME, this 29 DEC 2023 day of _____, 202__ at Baybay City, Leyte personally appeared **DR. DANIEL LESLIE S. TAN** with Residence Certificate No. _____ issued on _____ at Baybay City with VSU ID No. 106501 and **MS. Michelle E. Gumba** with Residence Certificate No. _____ issued on _____ at Baybay City and with VSU ID No. _____ known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place first above given.


ATTY. RYSAN C. GUINOCOR
Notary Public
Until December 31, 2023
PTR No. 0122334 Baybay, Leyte- 1/23/202
IBP No. 250100- Tacloban City- 1/18/2023
Roll of Attorneys No. 57467
MCLE No. VII- 0022195- 04/14/2025
Visca, Baybay City, Leyte

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