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

CONTRACT OF SERVICES
(New)

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. EDGARO E. TULIN,** hereinafter referred to as the **FIRST PARTY,**

-and-

Ms. Mikaela M. Gongora, of legal age, Filipino, single, with residence address at Hinunangan, Southern, 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, 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 Research Assistant of the PhilRootcrops effective August 16, 2020 to December 31, 2020 at the rate of 18,784.00/month with the following duties and responsibilities:

1. Documents the research, development and extension activities of PhilRootcrops;
2. Assists in maintaining the PhilRootcrops webpage, social media and other online platforms;
3. Facilitates the needs of visitors or clients of the center;
4. Prepares IEC materials of technologies used for extension activities;
5. Prepares the necessary reports and accomplishments of the center;
6. Performs other duties assigned by the supervisors.

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 **NINETY THREE THOUSAND FIVE HUNDRED TWENTY EIGHT PESOS** (₱ **93,528.00**) only representing salary including PERA & ACA payable at least twice a month at VSU, ViSCA, Baybay City, Leyte 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 contribution to GSIS, PhilHealth and PAG-IBIG premiums which could not 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 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 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;

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 ___ 0 9 SEP 2020 ___, 2020 in VSU, Visca, Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY
Baybay City, Leyte

By:

EDGARDO E. TULIN
University President
(First Party)

MIKAELA M. GONGORA
(Second Party)

Signed in the presence of:

ERLINDA A. VASQUEZ
Director, PhilRootcrops

LOURDES B. CANO
Dir., ODAHRD

OTHELLO B. CAPUNO
Vice President for Research, Extension
& Innovation

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

BEFORE ME, this 0 9 SEP 2020 day of _____, 2020 at Baybay City, Leyte personally appeared **DR. EDGARDO E. TULIN** with Comm. Tax Cert. No. **22021782** dated Jan. 3, 2020 at Baybay City with VSU ID No. V000522 and **MS. MIKAELA M. GONGORA**   with Comm. Tax Cert. No._____ issued on PN.13-2525174305 at _____ 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.

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