



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

-and-

MR. WILLIAM A. CRUZ, of legal age, Filipino, single, with residence address at Maasin City, 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, 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 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 PRCRTC Project 075 at VSU, ViSCA, Baybay City, Leyte effective January 1 to June 30, 2021 at the rate of P18,784.00/month with the following duties and responsibilities:

1. To set up hybridization plots and do hybridization of cassava;
2. To assist in the evaluation of progenies from single plot to NCT trials;
3. To set up experiments related to the propagation of new genotypes and associated cultural management practices;
4. To organize and analyze data and prepare organized data for NSIC reports;
5. To make quarterly, semi-annual and annual reports and annual-inhouse-review reports;
6. To prepare the purchase of field supplies and monitor the stocks of materials needed for the experiment;
7. To do other duties assigned by his supervisor.

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 TWENTY FOUR THOUSAND SEVEN HUNDRED FOUR PESOS (P 124,704.00)** only representing salary including PERA & ACA payable at least twice 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 to 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.

28 JAN 2021

IN WITNESS WHEREOF, we have hereunto set our hands on this ____ day of _____, 2020 in VSU, Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY
Baybay City, Leyte

By:

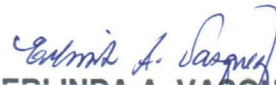

EDGARDO E. TULIN
University President
(First Party)


WILLIAM A. CRUZ
(Second Party)

Signed in the presence of:


LISA I. ARCE
Project Leader


LOURDES B. CANO
Director, ODHRM/ODAS


ERLINDA A. VASQUEZ
Director, PhilRootcrops


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

BEFORE ME, this 28 JAN 2021 day of _____, 2021 at Baybay City, Leyte personally appeared **DR. EDGARDO E. TULIN** with Residence Certificate No. **22021782** issued on **Jan. 3, 2020** at Baybay City, Leyte with VSU ID No. V000522 and **MR. WILLIAM A. CRUZ** with Residence Certificate No. 13050678 issued on SAN 10, 2021 at Baybay City, Leyte and with VSU No. 101203 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 June 30, 2021
PTR No. 5069132-Baybay, Leyte-1/12/2021
IBP No. 134491-Tacloban City-12/11/2020
Roll of Attorneys No. 57467
MCLE No. VI-0003619-04/14/2022
Visca, Baybay City, Leyte

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