

Republic of the Philippines
VISAYAS STATE UNIVERSITY
Visca, Baybay, 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**, an institution of higher learning established under Presidential Decree No. 9158 with principal office at **VISCA, Baybay City**, duly represented by the University President, **DR. JOSE L. BACUSMO**, hereinafter referred to as the "**FIRST PARTY**:"

-and-

MS. JULIEN A. RESOS of legal age, Filipino, single, with a residence address Magaupas, Liloan 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 in PRCRTC Project 075 at VSU, VisCA, Baybay, Leyte effective October 1 - December 31, 2012 at the rate of P 13,663.00/month with the following duties and responsibilities:

1. Conduct of field evaluation and screening of cassava hybrids;
2. Making of reports;
3. Propagation and Multiplication of promising lines and new varieties;
4. Variety evaluation and endorsement to NSIC;
5. Maintenance of cassava accessions in the germplasm;
6. Production of hybrid seeds in the hybridization blocks; and
7. Dissemination of planting materials.

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 **FORTY SIX THOUSAND NINE HUNDRED EIGHTY NINE PESOS (P 46,989.00)** only representing salary including PERA and ACA payable at least twice a month at VSU, Visca, Baybay, City upon presentation of 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 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 she 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 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 him by the researcher;

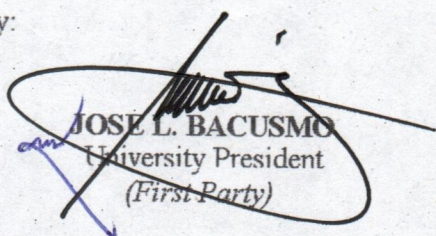
That the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose, for the lack of funds, or for other 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 _____, 20__ in VSU, Baybay, Leyte, Philippines.

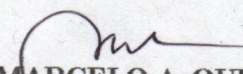
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Baybay, Leyte

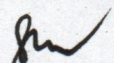
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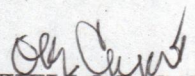

JOSE L. BACUSMO
University President
(First Party)


JULIEN A. RESOS
(Second Party)

Signed in the presence of:


MARCELO A. QUEVEDO
OIC, PhilRootcrops

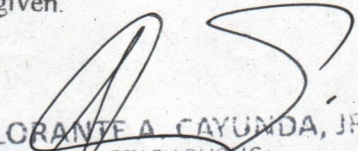

LOURDES B. CANO
Director, ODAHRD


OTHELLO B. CAPUNO
Vice President for Res. & Extension

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

BEFORE ME, this 29th day of October, 2012 at Baybay, Leyte personally appeared **DR. JOSE L. BACUSMO** with Residence Certificate No. 31073864 issued on January 9, 2012 at Baybay, Leyte and **MS. JULIEN A. RESOS** with Residence Certificate No. 04551163 issued on January 10, 2012 at San Mateo, Isabela 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.


FLORANTE A. CAYUNDA, JR.
NOTARY PUBLIC
Valid Until December 31, 2012
PTR No. 4934261 / 1-2-12 / Baybay City
IBP No. 276724 / 1-3-12 / Leyte
Roll No. 52649
Notary Public
C.H. Del Pilar St., Baybay City, Leyte

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