

CONTRACT FOR SERVICES

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 Visca, Baybay, Leyte, duly represented by the President Dr. PACIENCIA P. MILAN, hereinafter referred to as the FIRST PARTY,

- and -

MS. NELITA C. BORNIA of legal age, Filipino married and residing at Brgy. Gualupe, Baybay, Leyte hereinafter referred to as the SECOND PARTY;

W I T N E S S E T H

WHEREAS, the FIRST PARTY is engaged not only in instruction but also in research and extension activities;

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 term and conditions, to wit:

That the FIRST PARTY hires the services of the SECOND PARTY as Science Research Assistant in the research project VVG.01 National Testing Program for Solanaceous effective January 1, 2004 until June 30, 2004 unless sooner terminated;

That the SECOND PARTY has the following duties and responsibilities:

1. Responsible in the implementation, care and maintenance of the project.
2. Gather, compile and collate data.
3. Make and submit periodic reports.
4. Supervise laborers.
5. Do other routine works that maybe assigned by the Project Leader.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of SIXTY ONE THOUSAND NINE HUNDRED EIGHT PESOS ONLY representing salary including PERA and ACA for six months, payable at least twice a month at LSU, Visca, Baybay, Leyte upon presentation of a Daily Time Records duly attested by the representative of the FIRST PARTY.

That the SECOND PARTY authorizes the FIRST PARTY to deduct from his/her monthly salary the amount corresponding to his/her personal contribution to the GSIS, RLIP, Medicare and PAG-IBIG AS PROVIDED FOR 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:

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That the SECOND PARTY is entitled to leave benefits as provided for by Joint CSC and DBN Circular No. 99-7 dated December 29, 1999. However, since monetization of leave credits and payment of terminal leave benefits of contractual employees are chargeable only to the lump sum appropriation of the current year of the agency, the SECOND PARTY should enjoy all leave credits within the year it is earned.

That the SECOND PARTY AGREES to the reservation of a right or 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 herunto set our hands on this 30th day of December, 2003 in VisCA, Baybay, Leyte.

LEYTE STATE UNIVERSITY
Baybay, Leyte

By:


PACIENCIA P. MILAN
President (First Party)


NELITA C. BORNIAS
(Second Party)


ELIZABETH D. BRIONES
Project Leader


TERESITA L. QUINANOLA
HRMO III


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

On this 30th day of December, 2003 personally appeared before me Dr. Paciencia P. Milan representing the Visayas State College of Agriculture, Baybay, Leyte with Resident Certificate No. 1076745 issued on 1/21/03 at Baybay, Leyte and Nelita C. Bornias with Residence Certificate No. 10283837 issued on JANUARY 13, 2004 at BAYBAY, LEYTE known to me to be the same persons who execute the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of the 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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Book No. XII
Series No. 2003


GLORIOSA M. CAYUNDA GUINOCOR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2004
PTR No. 7761022 Z BAYBAY, LEYTE 1-02-03
IRP No. 562080 TACLOBAN CITY 1-A-03