

CONTRACT OF 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 Baybay, Leyte duly represented by the University President, DR. PACIENCIA P. MILAN, herein after referred to as the FIRST PARTY

- and -

JEFFREY LLOYD L. CAGANDE of legal age, Filipino, Single and residing at LSU, Visca, 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;

WHEREAS, the FIRST PARTY is a grantee of research funds from other government agencies such as PCARRD, NDSB, 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 terms and conditions, to wit;

That the FIRST PARTY hires the services of the SECOND PARTY as Science Aide in the Project Comprehensive Irrigation Research and Development Umbrella Program (CIRDUP) effective November 1, 2003 until December 31, 2003 unless sooner terminated;

That as the SECOND PARTY has the following duties and responsibilities:

1. To assist the study leaders in the conduct of the studies, specifically:
  - a. coordinate activities related to the studies with the DA of Region 7.
  - b. collection of essential information
  - c. evaluation of collected data
  - d. preparation of progress and terminal reports
2. Do other duties as will be assigned by the study leaders.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of Fifteen Thousand Forty-four pesos only representing salary including PERA and ACA for 2 months net of \_\_\_\_\_ days service break, payable at least twice a month at LSU, Visca, Baybay, Leyte upon presentation of a Daily Time Record 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 GSIS, RLIP, Medicare, ECIP and PAG-IBIG as provided for by existing laws and regulations;

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Alan J. Presbitero  
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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;

That the SECOND PARTY is 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 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 hereby undertake 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/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.

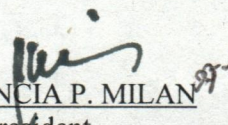
That the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose of the project, for lack of funds, or for other just cause;

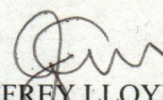
That in cases either party desires to terminate this contract before its expiration date, a written notice shall be served to the other party at least (30), days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hands on this \_\_\_\_\_ day of \_\_\_\_\_ in LSU, Visca, Baybay, Leyte.

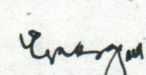
LEYTE STATE UNIVESITY  
Visca, Baybay, Leyte

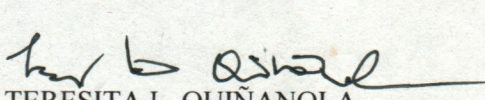
By:

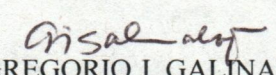
  
PACIENCIA P. MILAN  
President  
(First Party)

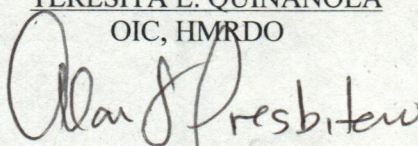
  
JEFFREY LLOYD L. CAGANDE  
(Second Party)

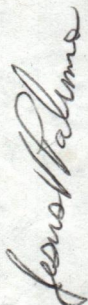
Signed in the presence of:

  
ERLINDA S. ESGUERRA  
OIC, Chief Accountant

  
TERESITA L. QUIÑANOLA  
OIC, HMRDO

  
GREGORIO J. GALINATO JR.  
CIRDUP Coordinator/Study Leader

  
ALAN L. PRESBITERO  
Study Leader







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

On this 12<sup>th</sup> day of November, 2003 personally appeared before me Dr. Paciencia P. Milan representing the Leyte State University, Visca, Baybay, Leyte with Residence Certificate No. 10362405 issued on 1-3-03 at Baybay, Leyte and Geffrey Lloyd S. Lagarda with Residence Certificate No. 19782768 issued on 4-23-03 at Baybay, Leyte known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of two (3) 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.

Doc. No. 2184 :  
Page No. 12 :  
Book No. XL :  
Series of 2003 :

*Jesus V. Palencia*  
JESUS V. PALENCIA  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2003  
PTR NO. 77633452  
1/2703 AT BAYBAY, LEYTE  
DN NO. 104324-775  
(Notary Public)