

Republic of the Philippines
LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered by and between

Leyte State University, a university with office address at **Visca, Baybay, Leyte**, herein represented by University President, **DR. PACIENCIA P. MILAN** hereinafter referred to as the "**First Party**":

-and-

MARCIANA B. GALAMBAO, of legal age, a Filipino and a resident of **Visca, Baybay, Leyte**, hereinafter referred as the "**Second Party**"


WITNESSETH:


1. That the First Party is in need of the services of the Second Party who shall perform work not performed by the regular personnel of the First Party;
2. That the Second Party has signified her intention, to which the First Party has accepted, to provide the service needed by the latter;
3. That the Second Party hereby possesses the education, experience and skills required to perform the job as described herein;
4. That the Second Party hereby attests that she is not related within third degree (fourth degree in case of LGUs) of consanguinity or affinity to the: 1) hiring authority and/or 2) representative of the First Party; that she has not been previously dismissed from government service by reason of an administrative offense; that she has not already reached the compulsory retirement age of sixty-five (65);
5. That in view hereof, the Second Party is hereby contracted as a Science Research Assistant for the period July 1, 2005 until December 31, 2005, in consideration of the monthly rate of **Eight Thousand Pesos Only (P8,000.00)**, to be paid on a monthly basis.
Study Title: Production Component (Tissue Culture)
Study Code: PPP 416-10-43
6. That as a Science Research Assistant, the Second Party is expected to perform the following functions:
 1. To assist in the optimization of the Temporary Immersion System (TIS)
 2. To assist in the in vitro mass propagation of disease-free high yielding abaca varieties using TIS and semi solid medium
 3. To collect, gather and analyze data and prepare research reports
 4. To perform other related activities that may be assigned by the immediate supervisor
7. That the Second Party shall be entitled to an actual transportation expenses as authorized when traveling on official business within the country subject to existing government accounting rules and regulations and pertinent to LSU policies and rules governing official travel.
8. That the Second Party shall perform work at a time and schedule to be agreed upon by both parties;
9. That it is understood that this contract does not create an employer-employee relationship between the First Party and the Second Party, that the services rendered hereunder are not considered and will not be accredited as government service, and that the latter is not entitled to benefits enjoyed by the regular personnel of the First Party.
10. 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 her duties and responsibilities as **highly confidential** albeit the possible presence of other available sources relative thereto.

11. 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.
12. That the Second Party hereby undertakes to refuse employment, which involves or may involve the disclosure or use of the confidence, reposed on her by the researcher.

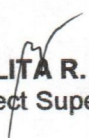
IN WITNESS WHEREOF, both parties hereto set their hands this 1st day of July, 2005 at Leyte State University, Visca, Baybay, Leyte.

LEYTE STATE UNIVERSITY
Name of Agency


MARCIANA B. GALAMBAO
Second Party

By: 
PACIENCIA P. MILAN
Representative

SIGNED IN THE PRESENCE OF:


LELITA R. GONZAL
Direct Supervisor


ANGELA A. FERRAREN
Director, REPO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Municipality of Baybay) S.S
Province of Leyte)

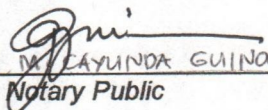
BEFORE ME, a Notary Public for and in above jurisdiction, personally appeared the following:

NAME	COM. TAX CERT. NO	DATE/PLACE ISSUED
DR. PACIENCIA P. MILAN	<u>00491537</u>	<u>Jan. 18, 2005, Baybay, Leyte</u>
MARCIANA B. GALAMBAO	<u>23592043</u>	<u>June 10, 2005, Baybay, Leyte</u>

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free will and voluntary act and deed.

This instrument consisting of 2 pages including this page wherein this Acknowledgment is written, and is signed by the parties and their instrument witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this 1st day of July, 2005 at Baybay, Leyte, Philippines.


GLORIOSA M. LAYUNDA GUINOCOR
Notary Public

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