

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between

The Visayas State College of Agriculture, 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 President, Dr. PACIENCIA P. MILAN, hereinafter referred to as the FIRST PARTY;

- and -

FATIMA T. BALINA of legal age, Filipino, single and residing at ViSCA, Baybay, 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 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 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:

That the FIRST PARTY hereby employs the services of the SECOND PARTY as Science Research Assistant for the Farm and Resource Management Institute at ViSCA, Baybay, Leyte effective January 1, 2001 to June 30, 2001 with the following duties and responsibilities:

1. Assist in finalizing terminal reports of some FARMi studies.
2. Take charge of the FARMi library.
3. Take charge in the operation of the FARMi email.
4. Finalize a training module on PRA.
5. Perform other functions as designated by the Director.

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 FIFTY FIVE THOUSAND THREE HUNDRED SIXTEEN PESOS AND TWENTY TWO CENTAVOS (55,316.22) representing salary, including ACA and PERA, net of 12 days service breaks, payable at least twice a month at ViSCA, Baybay, Leyte 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 the personal contributions for GSIS, RLIP, Medicare, ECIP and PAG-IBIG as provided for by existing laws 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 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 shall be entitled to vacation and sick leave credits as prescribed for by MC. 14, s. 1999. However, the SECOND PARTY shall use all leave credits earned within the year of service.

That the FIRST PARTY grants the SECOND PARTY reimbursements of necessary expenses for travels made official 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 the usual accounting rules and regulations;

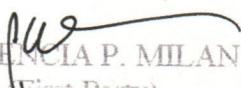
That the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose of the project, for lack of funds,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

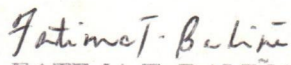
That in case either party desires to terminate this contract before its expiration date, a written notice shall be served to the other party at least thirty (30) days before effectivity of the termination;

In WITNESS WHEREOF, we hereunto set our hands on this 28th day of December, 2000 at VISCA, Baybay, Leyte.

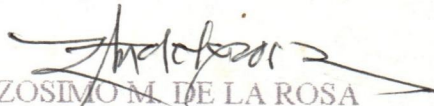
Visayas State College of Agriculture
Baybay, Leyte


By:


PACIENCIA P. MILAN
(First Party)



FATIMA T. BALINA
Second Party

Signed in the presence of :


ZOSIMO M. DE LA ROSA
Witness


EDWIN A. BALBARINO
Witness


MYRNA M. AVILA
Witness


ROBERTA C. LEMOS
Witness

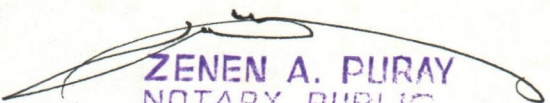
REPUBLIC OF THE PHILIPPINES }
PROVINCE OF LEYTE } S.S.
MUNICIPALITY OF BAYBAY }

On this firstth day of January 2001 personally appeared before me Dr. Paciencia P. Milan representing the Visayas State College of Agriculture, Baybay, Leyte with Community Tax No. 17566159 issued on 1-17 2000 at Baybay, Leyte and FATIMA T. BALINA with Community Tax No. 17570403 issued on January 28, 2000 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 (2) pages including this page where the acknowledgement has been written, signed in 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 date, year and place above written.

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Book No. 33
Series of 2001


ZENEN A. PURAY
NOTARY PUBLIC
FOR THE PROVINCE OF LEYTE AND THE CITIES OF ORMOG AND TACLOBAN
UNTIL DECEMBER 31, 2001
PTR NO. 7575952 R JAN. 2, 2001, BAYBAY, LEYTE
IBP NO. 501035 JAN. 3, 2001, ORMOG CITY