

## CONTRACT OF 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 College President, DR. PACIENCIA P. MILAN, hereinafter referred to as the **FIRST PARTY**;

-and-

Dale P. Loreto of legal age, Filipino Single and residing at M.L. Quezon St., 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 hires the services of the SECOND PARTY as Science Aide in the Project "Targeting Technology Intervention for Food Security in the Philippines: A GIS Application for Agricultural Research Prioritization" effective January 1, 2001 until June 30, 2001 unless sooner terminated;

That the SECOND PARTY has the following duties and responsibilities:

1. To assist in data collection
2. To assist in data encoding, data digitizing and data analysis;
3. To assist in the procurement of supplies, materials and equipment to be used in the project;
4. To perform clerical work as the need arises;
5. To prepare monthly/quarterly accomplishment report
6. To participate in project related activities
7. To perform other duties that may be assigned by the management/supervisor from time to time.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of Six Thousand Two Hundred Eleven Pesos (P6,211.00) representing salary including ACA and PERA for P1,000.00 net of P7,211.00 days service break, payable at least twice a month at 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 contributions to GSIS, RLIP, Medicare, ECIP and PAG-IBIG as provided 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;



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.

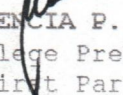
That the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose of the project, for lack of funds,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

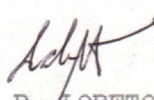
That in case either party desires to terminate this contract before its expiration date, a written notice shall be served to the other party at least thirty (30) days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hands on this 1st day of January 2001 in VisCA, Baybay, Leyte.

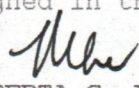
VISAYAS STATE COLLEGE OF AGRICULTURE  
Baybay, Leyte

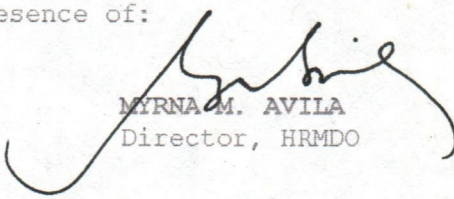
By:

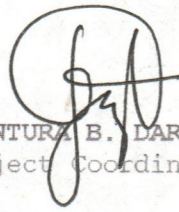
  
PACIENCIA P. MILAN  
(College President)  
(First Party)

  
DALE P. LORETO  
(Second Party)

Signed in the presence of:

  
ROBERTA C. LEMOS  
Accountant IV

  
MYRNA M. AVILA  
Director, HRMDO

  
BUENAVENTURA B. DARGANTES  
Project Coordinator

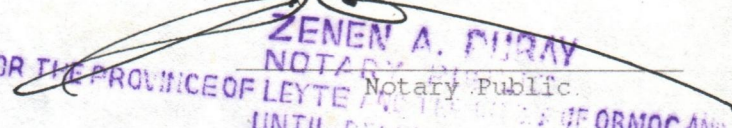
REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF LEYTE ) S.S.  
MUNICIPALITY OF BAYBAY )

On this 1st day of January 2001 personally appeared before me Dr. Paciencia P. Milan representing the Visayas State College of Agriculture, Baybay, Leyte with Residence Certificate No. 1766159 issued on 1-12-2000 at Baybay, Leyte and Dale P. Loreto with Residence Certificate No. 03661575 issued on 1-12-2001 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) pageps including this page where the acknowledgment 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. 125 ;  
Page No. 39 ;  
Book No. 33 ;  
Series of 2001 ;

  
ZENEN A. DURAY  
NOTARY PUBLIC  
FOR THE PROVINCE OF LEYTE  
UNTIL DECEMBER 31, 2001  
PTR NO. 7579952 R - 2001, BAYBAY, LEYTE  
IBP NO. 501035 JAN. 3, 2001, ORMOG CITY