

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

CONTRACT OF SERVICES
(New)

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The **Visayas State University**, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree 700 with principal office at **Baybay, Leyte**, duly represented by the University President, **Dr. Jose L. Bacusmo**, hereinafter referred to as the "**FIRST PARTY**:"

-and-

MS. JULIEN A. RESOS of legal age, Filipino, single, with a residence address Magaupas, Liloan Southern, Leyte, hereafter referred to as the "**SECOND PARTY**"

WITNESSETH:

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, 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 terms and conditions to wit;

That the **FIRST PARTY** hires the services of the **SECOND PARTY** as Science Research Assistant in PhilRootcrops effective **July 21, 2009 – December 31, 2009** unless sooner terminated:

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

1. To assist in the field maintenance of PhilRootcrops gabi and minor rootcrops germplasm and assist in the collection of additional accessions of gabi, takudo, sincamas and arrowroot;
2. To assist in the conduct of experiments related to rootcrops germplasm conservation, and the evaluation and characterization of gabi and minor rootcrops germplasm;
3. To make report and assist in the preparation of reports and presentation by the project leader; and
4. Assist in the hybridization/breeding and progeny evaluation of gabi;
5. To do other task that the project leader and Center Director may assign.

That in consideration of the services of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former a total amount of **SEVENTY FOUR THOUSAND NINE HUNDRED THIRTY NINE PESOS & 60/100 (P 74, 939.60)** only representing salary including PERA and ACA, payable at least twice monthly at VSU, Visca, Baybay, Leyte upon presentation of the 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 personnel contributions for GSIS, RLIP, Medicare, ECIP and PAG-IBIG premiums;

That the FIRST PARTY grants the SECOND PARTY the necessary expenses for travel 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 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 benefits of contractual employees are chargeable only to the lump sum appropriation of the agency, the SECOND PARTY should enjoy all leave credits within the year it is earned.

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 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, for the lack of funds, or for other just cause;

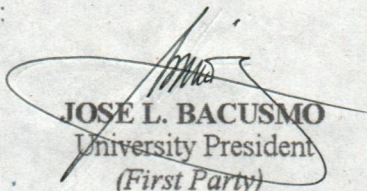
That in case either party desires to terminate this contract before its expiration date, written notice shall be served to the other party at least thirty (30) days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hands on this 3 day of Aug, 2009 in Visca, Baybay, Leyte.

VISAYAS STATE UNIVERSITY

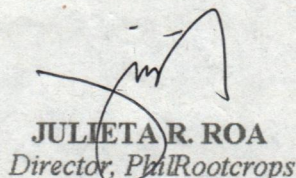
Visca, Baybay, Leyte

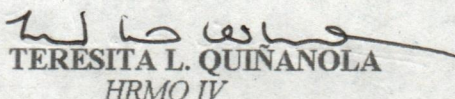
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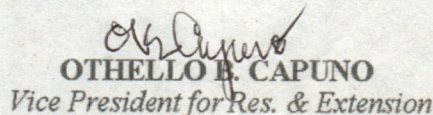

JOSE L. BACUSMO
University President
(First Party)


JULIEN A. RESOS
(Second Party)

Signed in the presence of:


JULIETA R. ROA
Director, PhilRootcrops


TERESITA L. QUINANOLA
HRMO IV


OTHELLO B. CAPUNO
Vice President for Res. & Extension

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF L EYTE) S.S.
CITY OF BAYBAY)

On this 3 day of Aug., 2009 personally appeared before me **DR. JOSE L. BACUSMO** representing the Visayas State University, Baybay, Leyte with Residence Certificate No. 09419240 issued on January 9, 2009 at Baybay, Leyte and **MS. JULIEN A. RESOS** with Residence Certificate No. 03620800 issued on May 17, 2009 at Magaupas, Liloan So. Leyte known 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 three (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.

Dr. Bacusmo

G. M. Cayunda
GLORIOSA M. CAYUNDA GUINOCOR
NOTARY PUBLIC
UNTIL DEC 31, 2010
PTR NO. 2032279-1/5/09
IRP NO. 743105-12/17/08
MCLE COMPL. NO. 11-0014009
ROLL NO. 42328

Dr. Bacusmo
Doc. No. 573
Page No. 10
Book No. xxv
Series No. 2009