

## CONTRACT OF SERVICES

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. 9158 with principal office at Visca, Baybay City, Leyte, duly represented by the University President Dr. JOSE L. BACUSMO, hereinafter referred to as the FIRST PARTY.

and

FATIMA T. BALIÑA of legal age, Filipino, single and a resident of Barangay Guadalupe, Baybay City, 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;

WHEREAS, the FIRST PARTY is a grantee of research funds from other government agencies such as PCARRD, DA, 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 VSU, Visca, Baybay City, Leyte effective January 1, 2008 to June 30, 2008 with the following duties and responsibilities:

1. Handle research and development studies.
2. Serve as Secretary of the Eastern Visayas Sustainable Organic Agriculture Network (EVSOANet)
3. Document workshops/trainings/seminars conducted /collaborated by the Institute.
4. Take charge of the FARMi Library.
5. Take charge in consolidating the Institutes Quarter and Annual reports.
6. 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 P 73,500.00 representing salary including PERA and ACA payable at least twice a month at VSU, Visca, Baybay City, 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 personal contributions for GSIS, RLIP, Medicare, ECIP and PAG-IBIG premiums as provided for by existing laws and regulations;

That the FIRST PARTY grants the SECOND PARTY reimbursements of 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 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 she has access to by reason of her duties and responsibilities as highly confidential albeit the possible presence of other available sources relative thereto.

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.

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.

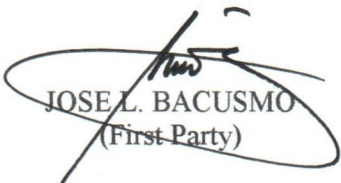
That the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose, for lack of funds, or for other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

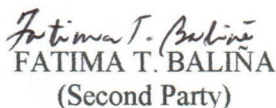
That in case either party desires to terminate this contract before its expiration date, written notice shall be served to the other party at least thirty (30) days before effectivity of the termination.

In WITNESS WHEREOF, we hereunto set our hands on this 31st day of December 2007 at VSU, Visca, Baybay City, Leyte

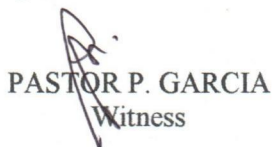
VISAYAS STATE UNIVERSITY  
Visca, Baybay City, Leyte

By:

  
JOSE L. BACUSMO  
(First Party)

  
FATIMA T. BALIÑA  
(Second Party)

Signed in the presence of :

  
PASTOR P. GARCIA  
Witness

  
TERESITA L. QUINANOLA  
Witness

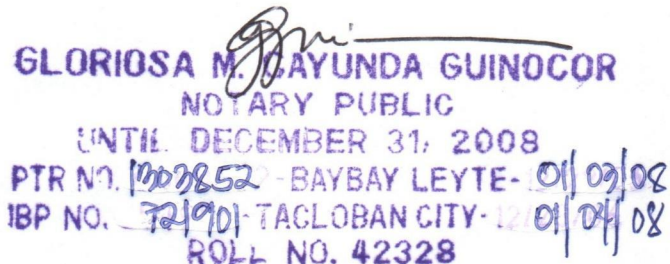
REPUBLIC OF THE PHILIPPINES     )  
PROVINCE OF LEYTE                 ) S.S.  
CITY OF BAYBAY                     )

On this 24th day of Jan. 2008 personally appeared before me DR. JOSE L. BACUSMO representing the Visayas State University, Visca, Baybay City, Leyte with Community Tax Certificate No. 23335878 issued on January 26, 2007 at Baybay City, Leyte and Ms. Fatima T. Baliña with Community Tax Certificate No. 21620471 issued on March 26, 2007 at Baybay City, 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 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.

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Page No. 19  
Book No. XXI  
Series No. 2008

  
GLORIOSA M. CAYUNDA GUINOCOR  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2008  
PTR NO. 1003852 - BAYBAY LEYTE - 01/03/08  
IBP NO. 724901 - TAGLOBAN CITY - 12/01/08  
ROLL NO. 42328