

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

The LEYTE STATE UNIVERSITY, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700 with principal office at Visca, Baybay, Leyte, duly represented by the President Dr. Paciencia P. Milan, hereinafter referred to as the FIRST PARTY,

- and -

Ms. NELITA C. BORNIAS Filipino and residing at LSU, 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, 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 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 hereunto have agreed on the following and conditions to wit:

That the FIRST PARTY hires the services of the SECOND PARTY as Science Research Assistant in the research Project VVG. 042- National Cooperative Testing of Vegetable (Solanaceous) effective July 1 to December 31 , 2005 unless sooner terminated.

That the SE3COND PARTY has the following duties and responsibilities:

1. Gather, collate and analyze data.
2. Make and submit periodic reports.
3. Assist in the care and maintenance of the research project.
4. Supervise laborers
5. Do other routine works that maybe assigned.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of SIXTY ONE THOUSAND NINE HUNDRED EIGHT PESOS ONLY representing salary including PERA and ACA FOR SIX MONTHS, payable at least twice a month at LSU, Visca, Baybay, Leyte upon presentation of a Daily Time Records duly attested by the representative of the FIRST PARTY.

That the SECOND PARTY authorizes the FIRST PARTY to deduct from her monthly salary the amount corresponding to her personal contribution to the GSIS,LRP, PhilHealth and Pag-Ibig as provided for 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.

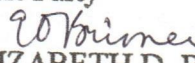
That in case either party desires to terminate this contract before its expiration date, a written notice shall be served to the other party at least (30) days before effectivity of the termination.

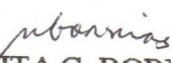
IN WITNESS WHEREOF, we hereunto set our hands on this 1st day of July 2005 at LSU, Visca, Baybay, Leyte

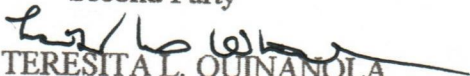
LEYTE STATE UNIVERSITY
Baybay, Leyte

By:


PACIENCIA P. MILAN
First Party


ELIZABETH D. BRIONES
Project Leader


NELITA C. BORNIAS
Second Party


TERESITA L. QUINANOLA
HRMO IV

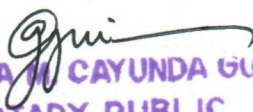
REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) S.S.
MUNICIPALITY OF BAYBAY)

On this 1st day of July 2005 personally appeared before me Dr. Paciencia P. Milan representing the Leyte State University, Baybay, Leyte with Residence Certificate No. 0049437 issued on 1-18-01 at Baybay, Leyte and Nelita C. Bornias with Residence Certificate Njo. 2/202167 issued on 1-27-01 at Baybay, Leyte known to me to be the same persons who execute 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 acknowledgment has been written 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 days, year and place above written.

Doc. No. 784
Page No. 72
Book No. XV
Series of 2005


GLORIOSA M. CAYUNDA GUINOD
NOTARY PUBLIC
PTR NO PL 1239535
ISSUED AT BAYBAY LEYTE
ON 01/03/05