

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

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 -

MS. MARIA VERJIE Q. SUBERE of legal age, Filipino, single and a resident of VSU, Visca, Baybay City, 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, 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 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 OVPRE effective July 1, 2009 – December 31, 2009 unless sooner terminated:

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

1. Assists in the monitoring and evaluation of the university's R & D programs and activities.
2. Establishes and maintains appropriate filing system of all R implemented R & D programs/proposed activities.
3. Assist in the production of R & D reports and other related documents
4. Performs other related tasks assigned by superiors.

That in consideration of the services of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former a total amount of P79,650.00 only representing salary including PERA and ACA payable at least twice a month at VSU, Visca, Baybay City, 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 travels made officially in connection with the project and duly approved by the **FIRST PARTY** or her 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's 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.

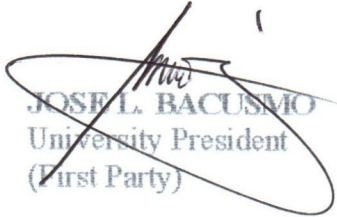
That the **SECOND PARTY** agrees to the reservation of a right of the **FIRST PARTY** to terminate the services of the former in the event that the performance of the **SECOND PARTY** is prejudicial to the smooth and efficient operation of the **FIRST PARTY** in achieving the purpose, for the lack of 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 18th day of July 2009 in VSU, Visca, Baybay City, Leyte.

VISAYAS STATE UNIVERSITY
Visca, Baybay City, Leyte

By:


JOSE L. BACUSMO
University President
(First Party)


MARIA VERJIE Q. SUBERE
(Second Party)

Signed in the presence of:


OTHELLO I. CAPUNO
Vice President


TERESITA L. QUINANOLA
HRMDO

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

On this 18 day of July 2009 personally appeared before me DR. JOSE L. BACUSMO representing the Visayas State University, Visca, Baybay City, Leyte with Residence Certificate No. 09419240 issued on January 9, 2009 at Baybay City and MS. MARIA VERJIE Q. SUBERE with Residence Certificate No. 22579235 issued on June 10, 2009 at Baybay City, 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.

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This instrument consisting of three (3) pages 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.

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GLORIOSA M. CAYUNDA GUINOCAN
NOTARY PUBLIC
UNTIL DEC 31, 2013
PTR NO. 25-2279-1/5/39
IBP NO. 743105-12/17/38
MCLE COMPL. NO. 11-0014009
ROLL NO. 42328

Dr. Bacusmo