

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract 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 No. 700 with principal office at VSU, Visca, Baybay City, Leyte, duly represented by the President Dr. JOSE L. BACUSMO, hereinafter referred to as the FIRST PARTY,

-and-

Ms. NELITA C. BORNIA, Filipino and residing at Brgy. Guadalupe, Baybay City, Leyte hereinafter referred to as the SECOND PARTY,

WITNESSETH

WHEREAS, the FIRST PARTY is a grantee not only in instruction but also in research and extension services;

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 condition to wit:

That the FIRST PARTY hires the services of the SECOND PARTY as Science Research Assistant in the Research Project VVG. 012 – National Cooperative Testing of Vegetable (Solanaceous) effective January 1 to June 30, 2008 unless sooner terminated.

That the SECOND PARTY has the following duties and responsibilities:

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

That in connection of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of SEVENTY THREE THOUSAND FIVE HUNDRED PESOS ONLY representing Salary, ACA & PERA for six months, payable at least twice a month at VSU, Visca, Baybay City upon presentation of a Daily Time Records duly attested by the representative of the FIRST PARTY.

That the SECOND PARTY authorize the FIRST PARTY to deduct from her monthly salary the amount corresponding to her personal contribution to the GSIS, LRP, PhilHealth and PAG-IBIG provided for by existing laws and regulations.

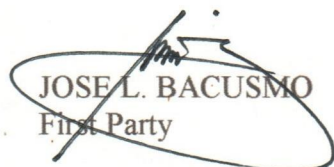
That the FIRST PARTY grants the SECOND PARTY reimbursement of actual and necessary expenses for travels made officially in connection with the project and duly approved by the FIRST PARTY or his duly authorized representative upon presentation of pertinent supporting papers and subject to usual accounting and auditing rules and regulations.


That the SECOND PARTY is entitled to leave benefits provided for by Joint CSC and DBM Circular No. 99.7 dated Dec. 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 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 case.

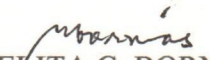
That in case either party desires to terminate this contract before its expiration date, a written notice shall be served to the other party at least (30) days before the effectivity of the termination.

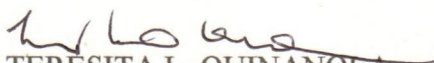
IN WITNESS WHEREOF, we hereunto set our hands on this 18th day of Jan. 2008 at VSU, Visca, Baybay City, Leyte.

By:


JOSE L. BACUSMO
First Party


ELIZABETH D. BRIONES
Project Leader & OIC, DOH


NELITA C. BORNIA
Second Party


TERESITA L. QUINANOLA
Head, HRMDO

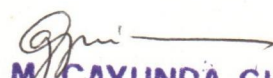
REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) S.S.
CITY OF BAYBAY)

On this day 8th of Jan. 2008 personally appeared before me Dr. JOSE L. BACUSMO representing the Visayas State University, Visca, Baybay City with Residence Certificate No. 22775878 issued on 1/26/07 at Baybay, Leyte and Ms. NELITA C. BORNIA with Residence Certificate No. 21618723 issued on March 20, 2007 at Baybay, Leyte known to me to be the same persons who execute the forgoing instrument and they acknowledge 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 notarial seal.

IN WITNESS WHEREOF, I hereunto set my hand this day, year and place above written.

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Page No. 22
Book No. XVI
Series of 2008


GLORIOSA M. CAYUNDA GUINOCOR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2008
PTR NO. 1303852 - BAYBAY LEYTE 01/03/08
IBP NO. 721901 TACLOBAN CITY 01/04/08
ROLL NO. 42328