

## CONTRACT FOR SERVICES

KNOW ALL MEN FOR 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 No. 700 with principal office at Visca, Baybay, Leyte, duly represented by the University President, DR. PACIENCIA P. MILAN, hereinafter referred to as the FIRST PARTY;

- and -

GINAS AUREA A. VILLAGONZALO of legal age, Filipino, MARRIED 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;

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 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 hires the services of the SECOND PARTY as SCIENCE RESEARCH ASSISTANT (SRA) in Project DAS-CA ANIMAL NUTRITION LABORATORY effective July 1, 2004 until December 31, 2004 unless sooner terminated;

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

1. Take charge of the analysis of all samples accepted in the laboratory and assist in the operation and management of the Animal Nutrition Laboratory.
2. Assist in the collection and analysis of the experimental data.
3. Assist in laboratory classes performed at the Animal Nutrition Laboratory.
4. Perform other duties which may be assigned by the supervisor.

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 (P61,908.00) representing six (6) months basic salary including ACA and PERA, payable at least twice a month at LSU, Visca, Baybay, Leyte upon presentation of a Daily Time Record duly attested by the representative of the FIRST PARTY;

That the SECOND PARTY authorizes the FIRST PARTY to deduct from his/her monthly salary the amount corresponding to his/her personal contributions to GSIS, RLIP, Medicare, ECIP and PAG-IBIG as provided for by existing laws and regulations;

That the FIRST PARTY grants the SECOND PARTY reimbursements 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 hereby undertake to treat all research results derived from the research conducted or those information divulged by the researcher of which he/she has access to by reason of his/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 his/her own project-derived intellectual property as a result of the task assigned to him/her 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/her by the researcher.

That the SECOND PARTY agrees to the reservation of a right or 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;

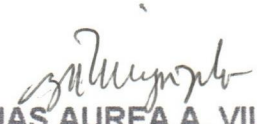
That in case either party desires to terminate this contract before its expiration date, a written notice shall be served to the other party at least thirty (30) days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hands on this 1<sup>st</sup> day of July, 2004, in LSU, Visca, Baybay, Leyte.

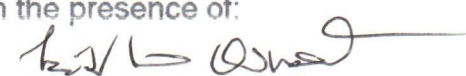
LEYTE STATE UNIVERSITY  
Visca, Baybay, Leyte 6521-A

BY:

  
PACIENCIA P. MILAN  
University President  
(First Party)

  
GINAS AUREA A. VILLAGONZALO  
(Second Party)

Signed in the presence of:

  
TERESITA L. QUIÑANOLA  
OIC, HRMO

  
SERENA L. SANCHEZ  
(Project/Study Leader/In-charge)

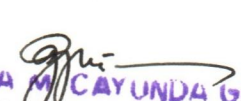
REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF LEYTE ) S.S.  
MUNICIPALITY OF BAYBAY )

On this 1<sup>st</sup> day of July, 2004 personally appeared before me PACIENCIA P. MILAN representing the Leyte State University, Visca, Baybay, Leyte with Residence Certificate No. 10282801 issued on January 8, 2004 at Baybay, Leyte and GINAS AUREA A. VILLAGONZALO with Residence Certificate No. 10286026 issued on January 16, 2004 at Baybay, Leyte known to me to be the same person who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed.

This instrument consisting to two (2) pages including this page where the acknowledgement has been written, signed 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 date, year and place above written.

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Book No. XIII  
Series No. 2004

  
GLORIOSA M. CAYUNDA GUINOD  
NOTARY PUBLIC  
PTR NO. PL 0575769  
ISSUED AT BAYBAY LEYTE  
ON Jan. 8, 2004