

Republic of the Philippines
LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The Leyte State University, an institution of higher learning established under Presidential Decree No. 9158 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 -

MS. LUZ G. ASIO of legal age, Filipino, married and a resident of LSU, Visca, Baybay, 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- CASL effective January 1, 2006 – June 30, 2006 unless sooner terminated:

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

1. To assist the Laboratory-in-charge in the chemical analysis work.
2. To assist in the conduct of research studies on the development and/or improvement of related chemical analysis works in support to R & D program of the university.
3. To keep records and help maintain the laboratory and the different equipment.
4. To keep records of the laboratory income and other related activities and prepares/submit monthly financial and progress reports.
5. To perform other related tasks assigned by supervisor.

That in consideration of the services of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former a total amount of **P61,908.00** only representing salary including **PERA** and **ACA** payable at least twice a month at LSU, Visca, Baybay, 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 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'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 he has access to by reason of his 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 own project-derived intellectual property as a result of the task assigned to him though he 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 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 31st day of Dec. 2005 in LSU, Visca, Baybay, Leyte.

LEYTE STATE UNIVERSITY


Visca, Baybay, Leyte

By:


PACIENCIA P. MILAN
University President
(First Party)


LUZ G. ASIO
(Second Party)

Signed in the presence of:


OTHELLO B. CAPUNO
Director, R & E


TERESITA L. QUIÑANOLA
HRMDO

Q.

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

On this 31st day of Dec. personally appeared before me **DR. PACIENCIA P. MILAN** representing the Leyte State University, Visca, Baybay, Leyte with Residence Certificate No. 06491537 issued on 1-18-05 at Baybay, Leyte and **MS. LUZ G. ASIO** with Residence Certificate No. 00447250 issued on January 1, 2005 Baybay, 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.

This instrument consisting of two (3) 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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Series No. 2003

ZENEN A. PURAY
NOTARY PUBLIC
FOR THE PROVINCE OF LETYE AND CITIES
OF ORMOC AND TACLOBAN
UNTIL DECEMBER 31, 2006
PTR NO. PL 1239271 JAN. 4/05 BAYBAY, LEYTE
IBP NO. 622648 JAN. 13/05 TACLOBAN CITY
ROLL OF ATTY. NO. 11914
TIN. NO. 146 240 380

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