

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 Republic Act 9158 with principal office at Visca, Baybay, Leyte, duly represented by its President, Dr. PACIENCIA P. MILAN, hereinafter referred to as the FIRST PARTY;

- and -

FATIMA T. BALIÑA of legal age, Filipino, single and residing at Barangay Guadalupe, Baybay, Leyte hereinafter referred to as the SECOND PARTY.

WITNESSETH

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 hereby employs the services of the SECOND PARTY as Science Research Assistant for the Farm and Resource Management Institute at LSU, Visca, Baybay, Leyte effective January 1, 2004 to June 30, 2004 with the following duties and responsibilities:

1. Serve as contact person of the CFTU Network secretariat and Project Liaison Officer of the CU-LSU (Cornell University-Leyte State University) including monitoring of disbursements and periodic reporting of ALO/USAID-funded project.
2. Document workshops/trainings/seminars conducted/collaborated by the Institute.
3. Take charge in consolidating the Institute's annual year-end reports.
4. Take charge of the FARMI library.
5. Take charge in the operation of the FARMI email and Fax machine.
6. Assist the FARMI technical staff in performing its role as members of the Provincial Technology Verification Team (PTVT)
7. Perform other functions as designated by the Director.

That for and 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 salary, including ACA and PERA payable at least twice a month at LSU, Visca, Baybay, Leyte upon presentation of 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 the personal contributions for GSIS, RLIP, Medicare, ECIP and PAG-IBIG as provided for by existing laws 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 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 shall be entitled to vacation and sick leave credits as prescribed for by MC 14, s. 1999. However, the SECOND PARTY shall use all leave credits earned within the year of service.

That the FIRST PARTY grants the SECOND PARTY reimbursements of necessary expenses for travels made official 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 the usual accounting rules and regulations;

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 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 30th day of December 2003 at LSU, Visca, Baybay, Leyte.

LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte


By:


PACIENCIA P. MILAN
(First Party)


FATIMA T. BALIÑA
(Second Party)

Signed in the presence of:


ZOSIMO M. DE LA ROSA
Witness


TERESITA L. QUIÑANOLA
Witness


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

On this 30th day of December 2003 personally appeared before me Dr. Paciencia P. Milan representing the Leyte State University, Visca, Baybay, Leyte with Community Tax No. 10363405 issued on January 3, 2003 at Baybay, Leyte and FATIMA T. BALIÑA with Community Tax No. 10362696 issued on January 10, 2003 at Burauen, Leyte known to me 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 (2) pages including this page where the acknowledgement has been written, signed in 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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GLORIOSA M. CAYUNDA GUINOCOR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2004
PTR No. 7764022 Z BAYBAY LEYTE 1-02-03
IRP No. 562080 TACLOBAN CITY 1-6-03