

CONTRACT OF SERVICES
(Renewal)

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 Presidential Decree No. 470 as amended by Presidential Decree No. 700 with principal office at Baybay, Leyte, duly represented by the University President, PACIENCIA P. MILAN, herein after referred to as the FIRST PARTY

- and -

Marciana B. Galambao of legal age, Filipino Single and residing at Visca, Baybay, Leyte herein after 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 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 SECOND PARTY (*Research Assistant*) hereby undertake 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 hereto.

That the SECOND PARTY (*Research Assistant*) 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 (*Research Assistant*) 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 FIRST PARTY hires the services of the SECOND PARTY as Science Research Assistant in Project Biotech 416-10.46 effective July 20, 2006 until December 31, 2006 unless sooner terminated;

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

Conduct technical review of the different approaches in producing genetically modified (GM) abaca resistant to virus diseases

Gather literatures in the different approaches in producing GM abaca

Interview experts involved in producing GM crops resistant to virus diseases

Assists in identifying laboratories locally and abroad that have the facilities and experts to undertake specific activities

Assists in determining timelines in developing GM abaca

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of P 60,971.16 representing salary including PERA and ACA for six mos. with year-end benefits, payable at least twice a month at LSU, Baybay, Leyte upon presentation of a 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 personal contributions to GSIS term life insurance and medical insurance as provided 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 her duly authorized representative upon presentation of pertinent supporting papers and subject to usual accounting and auditing rules and regulations;

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 (30) days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hands on this ____ day of _____, 2006, in LSU, Baybay, Leyte.

LEYTE STATE UNIVERSITY
Baybay, Leyte

By:

PACIENCIA P. MILAN
University President
(First Party)

MARCIANA B. GALAMBABO
(Second Party)

Signed in the presence of:

LELITA R. GONZAL
Director, NARC

TERESITA L. QUIÑANOLA
HRMDO

OTHELLO B. CAPUNO
Director Research & Extension

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

On this 27th day of July, 2006, personally appeared before me Dr. PACIENCIA P. MILAN representing the Leyte State University, Baybay, Leyte with Residence Certificate No. 17528011 Issued on 1-11-06 at Baybay, Leyte and Marciana B. Galambao with Residence Certificate No. 18383605 issued on 1-1-06 at Ducro, Bohol 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 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 of 2006

ZENEN A. PURAY
NOTARY PUBLIC
FOR THE PROVINCE OF LEYTE AND CITIES
OF ORMOG AND TACLOBAN (Notary Public)
UNTIL DECEMBER 31, 2006
PTR PL NO. 1742555 JAN. 5/06 BAYBAY, LEYTE
IBP NO. 654759 ISSUED DEC. 29/05 ORMOG CITY FOR CY 06
ROLL OF ATTY. NO. 11914
TIN NO. 146 240 38 0