

**CONTRACT OF SERVICES
(Renewal)**

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 Republic Act No. 9158 with principal office at Visca, Baybay City, Leyte duly represented by the University President, **DR. JOSE L. BACUSMO**, hereinafter referred to as the **FIRST PARTY**;

and

EDRALIN M. MALASAGA, of legal age, Filipino, married and residing at Brgy. Guadalupe, Baybay City, 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 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 knowhow in the field of agricultural research; to conduct researches or assist the researcher in the conduct of research activities;

WHEREAS, the **SECOND PARTY** possess the required technical knowhow in agricultural research and willing to participate in any research and development activities;

NOW THEREFORE, premises considered, the parties hereto have hereunto agreed to the following terms and conditions, to wit;

The **FIRST PARTY** hereby employs the services of the **SECOND PARTY** as **Science Research Assistant** in project **VCO. 42.026/2 "Characterization of local and introduced coconut cultivars/hybrids"** at **VSU, Visca, Baybay, Leyte** effective **November 1, 2010** to **December 31, 2010** at the rate of **₱ 11,275.00/month** with the following duties and responsibilities:

- 1) To supervise the laborers in field data collection and field maintenance
- 2) To do laboratory analysis
- 3) To assist the study leader in data organization and report preparation
- 4) To do other jobs that maybe assigned by her superior.
- 5) To assist the Study Leader in the extension activities.

That for and in consideration of the services of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former a total of **P 19,584.19**, net of 8 days service break per month representing salary including PERA and ACA payable at least twice a month at VSU, 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 contribution to GSIS, PhilHealth and Pag-ibig premiums which could not be legally provided for by the **FIRST PARTY** over the duration of this contract.

That the **FIRST PARTY** grants the **SECOND PARTY** reimbursements of 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** 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 of contractual employees are chargeable 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 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 her own project-derived intellectual property as result of the task assigned to him 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 her by the researcher.

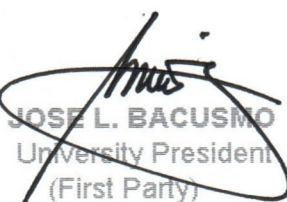
That the **SECOND PARTY** agrees to the reservation of a right of the **FIRST PARTY** to terminate services of the former in the event that the performance of the **SECOND PARTY** is prejudicial to the smooth and efficient operation of the **FIRST PARTY**, in achieving the purpose of the project, for lack of funds, or for other just cause;

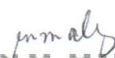
That in case either party desires to terminate this contract before its expiration date, a written notice shall be served to the other party at least (30) days before effectivity of the termination.

IN WITNESS, WHEREOF, we hereunto set our hands on this 21st day of November 2010 in VSU, Visca, Baybay City, Leyte.


VISAYAS STATE UNIVERSITY
Visca, Baybay City

By:


JOSE L. BACUSMO
University President
(First Party)


EDRALIN M. MALASAGA
Science Res. Asst.
(Second Party)

Signed in the presence of:


MARIO E. BALIAD
Study Leader


LOURDES B. CANO
HRMDO


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

On this 21st day of November 2010 personally appeared before me **Dr. Jose L. Bacusmo** representing the Visayas State University, Visca, Baybay City, Leyte with Residence Certificate No. 13565669 issued on January 06, 2010 at Baybay, Leyte and **Edralin M. Malasaga** with Residence Certificate No. 25264658 issued on April 7, 2010 at Baybay, Leyte known to me to be the same persons who executed the foregoing instrument and they acknowledge to me 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, signed on the left hand margin of each and every page hereto by the parties and their witnesses and sealed with the notarial seal.

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

Doc. No. : 502
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Book No. : 5
Series of : 2010


ZENEN C. DURAY
NOTARY PUBLIC - COMMISSION UNTIL DEC. 31/10
SERIAL NO CASE NO. B-03-01-01 ISSUED BY
RTC, 8TH JUDICIAL REGION, BR. 14, BAYBAY CITY [LEYTE]
FOR BAYBAY CITY [LEYTE] AND ALBUERA AND
MAHAPLAG, LEYTE - BOTH PROVINCE OF LEYTE
PTR PL 288635-A ISSUED 01-04-10 FOR CY 2010, BAYBAY CITY [LEYTE]
IBP NO 771286 ISSUED 12-24-08 FOR CY 2010, ORMOG CITY
ROLL OF ATTORNEY NO. 11314
TIN 146 240 380
MCLE EXEMPTION II-000434 DATED AUG. 23, 2006
ADDRESS: BAYBAY CITY [LEYTE] 6521, PHILIPPINES