

CONTRACT FOR SERVICES
(Renewal)

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

The **Visayas 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 City, Leyte, duly represented by **DR. JOSE L. BACUSMO** hereinafter referred to as the **FIRST PARTY**;

- and -

MR. EDIESER A. NORIEL of legal age, Filipino, married with residence address at VSU, Visca, 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 activities;

WHEREAS, the **FIRST PARTY** is a grantee of research funds from other government agencies such as PCARRD, NSTA, 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 the following terms and conditions, to wit;

That the **FIRST PARTY** hires the services of the **SECOND PARTY** as **Science Research Assistant** in Project Vermi.010.07 A.III.c (PS) July 1, 2012 until December 31, 2012 unless sooner terminated. (Project Title: "National Vermicompost and Vermimeal Production Program (NV²P²)").

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

1. To assist in the conduct of research on organic fertilizer production and testing in the field;
2. Maintain vermiworm collection and mass propagation of vermicast for enterprise enhancement;
3. Supervise collection of raw materials (leaves, rice straw and other plant materials, manure and etc.) for vermiculture;
4. Supervise laborer in daily activities i.e. maintenance/repair of infrastructure in project site and cleanliness of project areas;
5. Prepare monthly reports;
6. Do other duties and responsibilities that the project leader may assign from time to time.

That in consideration of the services of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former a total amount of **Ninety Three Thousand Nine Hundred Seventy Eight Pesos Only (P 93,978.00)** representing salary including ACA, PERA & ADCOM for **Six (6) months** payable at least twice a month at VSU, Visca, Baybay, Leyte upon presentation of a certificate of services rendered/DTR duly attested by the representative of the **FIRST PARTY**;

That the **SECOND PARTY** authorizes the **FIRST PARTY** to deduct from the former monthly salary the amount corresponding to personnel 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** reimbursement 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 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/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 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;

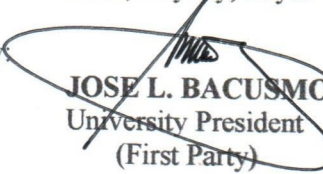
That in case either party to terminate this contract before its expiration date, a written notice shall be served to the other party at least (30) days before effectivity of the termination.


IN WITNESS WHEREOF, we hereunto set our hands on this 2nd day of August 2012 in VSU, Visca, Baybay City, Leyte.

VISAYAS STATE UNIVERSITY

Visca, Baybay, Leyte

By


JOSE L. BACUSMO
University President
(First Party)


EDIESER A. NORIEL
(Second Party)

Signed in the Presence of:


PASTOR P. GARCIA
Project Leader


LOURDES B. CANO
Director, ODAHRD



OTHELLO B. CAPUNO
Vice President for Research & Extension

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

On this 2nd day of August, 2012 personally appeared before me **DR. JOSE L. BACUSMO** representing the Visayas State University, Visca, Baybay City, Leyte, VSU I.D. # V00065, with Residence Certificate No. 31073864 issued on January 9, 2012 at Baybay City, Leyte and **MR. EDIESER A. NORIEL** (VSU I.D. # V00 485), with Residence Certificate No. 31073844 issued on January 9, 2012 at Baybay City, Leyte known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed.

This instrument consisting of (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.


RYSAN C. GUINOCOR
NOTARY PUBLIC

UNTIL DECEMBER 31, 2012.

PTR NO. 4933912 - BAYBAY CITY, LEYTE - 1/2/12

IBP NO. 843735 - TACLOBAN CITY - 1/3/12

MCLE COMPL CERT. NO. IV - 0003499 - 11/24/11

ROLL OF ATTORNEY'S NO. 57467

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