

CONTRACT FOR SERVICES

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 Presidential Degree No. 470 as amended by Republic Act No. 9437 with principal office at VSU, Visca, Baybay, Leyte, duly represented by the President Dr. Edgardo E. Tulin, hereinafter referred to as the FIRST PARTY..

-and-

MS. NELITA C. BORNIA, married, Filipino and residing at Brgy. Guadalupe, Baybay City Leyte hereinafter referred to as SECOND PARTY;

WITNESSETH:

WHEREAS, the FIRST PARTY is a grantee 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, NSDB, 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 of 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 HEREOF, premises considered, the parties hereunto have agreed on the following and condition to wit:

That the FIRST PARTY hires the services of the SECOND PARTY as Science Research Assistant in the Research Project VVG-012 (02)- National Cooperative Testing of Vegetable Legumes for the period January 1, 2022 to June 30, 2022 at the rate of **P20,402.00/month** with the following duties and responsibilities:

That the SECOND PARTY has the following duties and responsibilities:

1. responsible in the establishment, care and maintenance of the research project.
2. gather, collate and analyze data
3. make and submit periodic reports
4. supervise laborers
5. do other routine works that maybe assigned.

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 **134,412.00** only representing salary including **PERA** and **ACA** payable at least twice a month at VSU, Visca, Baybay, City upon presentation of daily time record duly attested by the representative of the FIRST PARTY;

That the SECOND PARTY authorize the FIRST PARTY to deduct from her monthly salary the amount corresponding to her personal contribution to the GSIS, LRP, PhilHealth 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.

Confidentiality Clause: The SECOND PARTY is required to turn-over the data materials, equipment, and other things that come into his/her possession because of his/her job, and preserve the confidentiality of any information regarding the University, faculty, staff, and students. Any disclosure and divulgement of confidential information (including personal information kept on computer or other media, research, technologies and manuals) made unlawfully outside the proper course of duty will be grounds for dismissal without prejudice to filing of appropriate case in Court. The confidentiality clause will still apply even if the SECOND PARTY is no longer connected with VSU unless the University gives its express consent.

Non-Competition: In the event the SECOND PARTY is separated or terminated from employment for whatever reason, he/she shall not seek employment doing similar research and technologies that he/she was working in VSU for a period of three (3) years from date of separation or termination, without the prior notice and consent to the University.

That the SECOND PARTY is entitled TO LEAVE BENEFITS AS PROVIDED FOR BY Joint CSC and DBM Circular No. 99.7 dated Dec. 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 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 care.

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

IN WITNESS WHERE OF, we hereunto set our hands on this 11 JAN 2023 day of _____ at VSU, Visca, Baybay City, Leyte.

By:



EDGARDO E. TULIN
President
(First Party)


NELITA BORNIAS
(Second Party)

Signed in the presence of:


GLORIA E. BANCALE
Project Leader


MARIA JULIET C. CENIZA
VP Research, Extension and Innovation


ALICIA M. FLORES
OIC- Head, Budget Office


HONEY SOFIA V. COLIS
Admin. Officer IV

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

On this _____ day of 11 JAN 2023 personally appeared before me Dr. EDGARDO E. TULIN representing the VISAYAS STATE UNIVERSITY, Baybay City, Leyte with Residence Certificate No. _____ issued on _____ at Baybay City Leyte VSU ID V00065 and NELITA C. BORNIA with Residence Certificate No. 13081830 issued on 02-10-2022 at Baybay City VSU ID No. V00660 known to me to be the same persons who execute the foregoing instrument and they acknowledge 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 acknowledgment has been written on the left-hand margin of each and every page hereto by the parties and their witnesses and sealed with notarial seal.

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

Doc. No. 72
Page No. 92
Book No. xxxix
Series of 2023

MITY. RYAN C. GUINOCOR
Notary Public
Until December 31, 2023
PTR No. 6588834- Baybay, Leyte- 1/18/2022
IBP No. 177903- Tacloban City- 02/11/2022
Roll of Attorneys No. 57467
MCLE No. VII-0022195- 04/14/2025
Visca, Baybay City, Leyte

EDGARDO E. TULIN

ALICIA M. FLORES

NELITA C. BORNIA

MARIA JULIET C. CENIZA

GLORIA E. BANCALE

HONEY SOFIA V. COLIS