

Republic of the Philippines
VISAYAS STATE UNIVERSITY
Visca, Baybay, Leyte

CONTRACT OF 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. 9158 with principal office at **VSU, Baybay, Leyte**, duly represented by the University President, **DR. JOSE L. BACUSMO**, hereinafter referred to as the **"FIRST PARTY"**:

-and-

MR. DALE P. LORETO, of legal age, Filipino, married, with residence address at Baybay, 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 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:

The **FIRST PARTY** hereby employs the services of the **SECOND PARTY** as Science Research Assistant in PhilRootcrops, VSU, ViSCA, Baybay, Leyte effective November 1, 2010 to December 31, 2010 at the rate of P 11,275.00/month with the following duties and responsibilities:

- a) To maintain the PhilRootcrops computer units and other computer related equipment
- b) To do programming work for computerization of the Center as well as establishment and maintenance of database for PhilRootcrops;
- c) To update LSU webpage; and
- d) To do other jobs that may be assigned by the direct supervisor and the Center 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 **NINETEEN THOUSAND FIVE HUNDRED EIGHTY FOUR PESOS & 19/100 (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 personnel 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 his 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 and payment of terminal benefits of contractual employees are chargeable only to the lump sum appropriation of the agency, the SECOND PARTY should enjoy all leave credits within the year it is earned.

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 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 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;

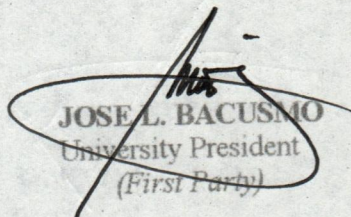
That the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose, for the lack of funds, or for other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

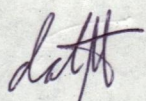
That in case either party desires to terminate this contract before its expiration date, written notice shall be served to the other party at least thirty (30) days before effectivity of the termination.

IN WITNESS WHEREOF, we have hereunto set our hands on this 2nd day of Nov, 2000 in VSU, Baybay, Leyte, Philippines.

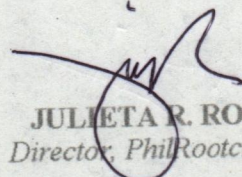
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Baybay, Leyte


By:

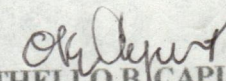

JOSE L. BACUSMO
University President
(First Party)


DALE P. LORETO
(Second Party)

Signed in the presence of:


JULIETA R. ROA
Director, PhilRootcrops

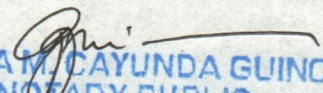

LOURDES B. CANO
Director, ODA-HRD

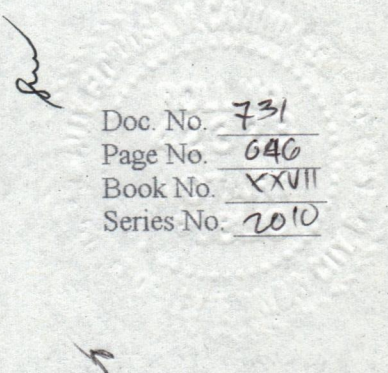

OTHELLO B. CAPUNO
Vice President for Res. & Extension

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF L EYTE) S.S.
MUNICIPALITY OF BAYBAY)

BEFORE ME, this 6th day of December, 2010 at Baybay, Leyte personally appeared **DR. JOSE L. BACUSMO** with Residence Certificate No. 13565669 issued on January 6, 2010 at Baybay, Leyte and **MR. DALE P. LORETO** with Residence Certificate No. 25254236 issued on January 22, 2010 at Baybay, Leyte known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place first above given.


GLORIOSA M. CAYUNDA GUINOCOR
NOTARY PUBLIC
UNTIL ~~DECEMBER 31, 2010~~
PTR NO. 2988354-BAYBAY CITY - 1/4/10
IBP NO. 771305-TACLOBAN CITY - 1/5/10
MCLE COMPL. NO. 11-0014009
ROLL NO. 42328


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