

OP# 10468
11/18

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

- and -

Alberto F. Valida of legal age, Filipino, Married and residing at Brgy. Guadalupe, 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 he has access to by reason of his 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 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 (*Research Assistant*) 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 FIRST PARTY hires the services of the SECOND PARTY as Science Research Assistant in Project NARC A.III.C effective November 1, 2010 until December 31, 2010 (unless sooner terminated); at the rate of P11,275.00/mo. with the following duties and responsibilities;

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

Performs abaca breeding activities e. g. selection of parental materials, monitoring of flowering, hybridization, seed collection, seed germination, and care & maintenance of hybrid seedlings in seed boxes

Performs evaluation activities in single plant and two-row non-replicated trials

Performs field operations and supervision of laborers in land preparation, preparation of planting materials and lay-outing, etc.

Gathers research data, encodes to computer and analyzes data.

Makes study report (Midyear, annual and In-house reports)

Others: serves as resource person on techniques in artificial hybridization of self pollination in 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 19,584.19 net of 8 days service break per month representing salary including PERA and ACA for two mos. with year-end benefits, payable at least twice a month at VSU, 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, PhilHealth and Pag-ibig 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 his duly authorized representative upon presentation of pertinent supporting papers and subject to usual accounting and auditing rules and regulations;

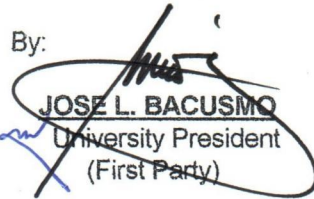
That the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose of the project, for lack of funds, 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 30 day of Nov. 2010 in VSU, Baybay, Leyte.

VISAYAS STATE UNIVERSITY
Baybay, Leyte

By:

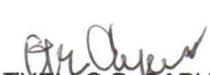

JOSE L. BACUSMO
University President
(First Party)


ALBERTO F. VALIDA
(Second Party)

Signed in the presence of:


RUBEN M. GAPASIN
Director, NARC


LOURDES B. CANO
ODA HRD


OTHELLO B. CAPUNO
Vice Pres., Research & Extension

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

On this 30 day of November 2010 personally appeared before me Dr. JOSE L. BACUSMO representing the Visayas State University, Baybay, Leyte with Residence Certificate No. 13565069 Issued on 01-6-10 at Baybay, Leyte and Alberto F. Valida with Residence Certificate No. 25255295 issued on 1-29-10 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 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 2010


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