

Republic of the Philippines
VISAYAS STATE UNIVERSITY
Baybay, Leyte

CONTRACT OF SERVICES

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 Visca, Baybay, Leyte, duly represented by the University President **DR. PACIENCIA P. MILAN**, hereinafter referred to as the **FIRST PARTY**.

- and -

MS. LUZ G. ASIO of legal age, Filipino, married and a resident of VSU, Visca, Baybay, Leyte hereafter referred to as the **SECOND PARTY**:

WITNESETH

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, 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 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:

That the **FIRST PARTY** hires the services of the **SECOND PARTY** as Science Research Assistant in ODTREX - CASL effective July 1, 2007 – December 31, 2007 unless sooner terminated:

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

1. To assist the Laboratory-in-charge in the chemical analysis work.
2. To assist in the conduct of research studies on the development and/or improvement of related chemical analysis works in support to R & D program of the university.
3. To keep records and help maintain the laboratory and the different equipment.
4. To keep records of the laboratory income and other related activities and prepares/submit monthly financial and progress reports.
5. To perform other related tasks assigned by supervisor.

That in consideration of the services of the **SECOND PARTY**, the **FIRST PARTY** binds itself to pay the former a total amount of **P67, 908.00** only representing salary including **PERA** and **ACA** payable at least twice a month at VSU, Visca, Baybay, Leyte upon presentation of the 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 formers monthly salary the amount corresponding to personnel contributions for GSIS, RLIP, Medicare, ECIP and PAG-IBIG premiums.

That the **FIRST PARTY** grants the **SECOND PARTY** the 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's earned.

That the **SECOND PARTY** hereby undertakes to treat all research results derived from the research conducted or that 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;

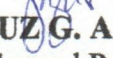
That in case either party desires to terminate this contract before its expiration date, written notice shall be served to the other party at least thirty (30) days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hands on this 27th day of June 2008 in VSU, Visca, Baybay, Leyte.

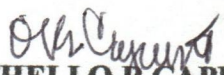
VISAYAS STATE UNIVERSITY
Visca, Baybay, Leyte

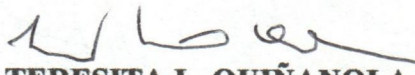
By:


PACIENCIA P. MILAN
University President
(First Party)


LUZ G. ASIO
(Second Party)

Signed in the presence of:


OTHELLO B. CAPUNO
Dir. Research & Extension


TERESITA L. QUIÑANOLA
HRMDO

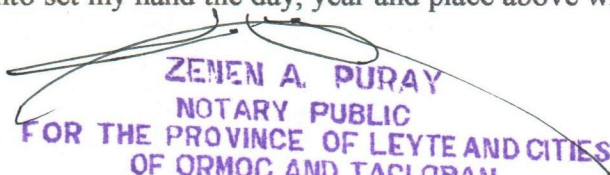
REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE)
MUNICIPALITY OF BAYBAY)

On this 28th day of June personally appeared before me **DR. PACIENCIA P. MILAN** representing the Visayas, State University, Visca, Baybay, Leyte with Residence Certificate No. 27371577 issued on 1/8/07 at Baybay, Leyte and **MS. LUZ G. ASIO** with Residence Certificate No. **23335867** issued on **January 25, 2007** Baybay, Leyte known 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 (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.

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Page No. 7
Book No. 57
Series No. 2007


ZENEN A. PURAY
NOTARY PUBLIC
FOR THE PROVINCE OF LEYTE AND CITIES
OF ORMOG AND TACLOBAN
UNTIL DECEMBER 31, 2008

PTR NO. PL 0459400 DEC. 28/06 FOR CY '07, BAYBAY, LEYTE
BP NO. 654908 ISSUED DEC. 28/06 FOR CY'07, TACLOBAN CITY
ROLL OF ATTY. NO. 11914
TIN NO. 146 240 380



