

81
Op# 708
1-10-03

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

The Leyte State University (LSU), as institution of higher learning established under Presidential Decree under No. 700 as amended by Republic Act No. with principal Office at Baybay, Leyte, duly represented by the President Dr. PACIENCIA P. MILAN, hereinafter referred to as the FIRST PARTY.

-and-

Ms NELITA P. CUYOS, of legal age, Filipino, single and residing 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 activities.

WHEREAS, the FIRST PARTY is a grantee of research funds from other government agencies such as PCARRD, NSDD, DA and other private institution.

WHEREAS, the FIRST PARTY is in need of personnel who possess the necessary technical know how in the field of agricultural research 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 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 the Project_PCARR VVG.011 - Natinal Cooperative Testing Program for Cucurbits effective January 1, 2003 until June 30, 2003 unless sooner terminated..

That the SECOND PARTY has the following duties and responsibilities:

1. Responsible in the implementation, care and maintenance of the project.
2. Gather, compile and collate data.
3. Make and submit reports.
4. Supervise laborers.
5. Do other routine works that maybe assigned by the Project Leader.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to the former a total amount of SIXTY ONE THOUSAND NINE HUNDRED EIGHT PESOS ONLY representing salary including PERA and ACA for six (6) months payable at least twice a month at LSU, Visca, Baybay, Leyte upon presentation of a Daily Time Record duly attested by the representative of the FIRST PARTY.

That the SECOND PARTY authorizes the FIRST PARTY to deduct from his/her monthly salary the amount corresponding to him/her personal contribution to the GSIS, RLIP, PhilHealth and PAG-ING 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 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 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 willnot 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 to the 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 31 December, 2002
In LSU, Visca, Baybay, Leyte.

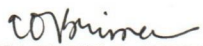
LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte

By:


PACIENCIA P. MILAN
President
(First Party)


NELITA P. CUYOS
(Second Party)

Signed in the presence of:


ELIZABETH D. BRIONES
Project Leader


TERESITA L. QUINANOLA
HRMO III


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

On this 31 day of December 2002 personally appeared before me Dr. PACIENCIA P. MILAN representing the LEYTE STATE UNIVERSITY, Visca, Baybay, Leyte with Residence Certificate No. _____ issued on _____ at _____ and Ms. NELITA P. CUYOS with residence Certificate No. 08352857 issued on Jan. 28, 2002 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 the 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.

Doc. No. 1191
Page No. 25
Book No. X1
Series No. 2002


GLORIOSA M. CAYUNDA GUINOCOK
NOTARY PUBLIC
UNTIL DECEMBER 31, 2002
PTR # 1127763 X - BAYBAY, LEYTE 01/22/02
IBP # 540961 - TACLOBAN CITY 12/20/01