



CONTRACT OF SERVICE FOR INDIVIDUAL JOB ORDER WORKER

KNOW ALL MEN BY THESE PRESENTS:

This Agreement 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 and converted into a state university by virtue of Republic Act No. 9158 and renamed as Visayas State University by virtue of Republic Act No. 9437, with principal office at Baybay City, Leyte, duly represented by its President **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

-and-

EDUARDO T. GUSTON, of legal age, Married, Filipino and with residence and postal address at Brgy. Pinamanagan, Abuyog, Leyte hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the FIRST PARTY is in need of persons who can provide administrative support services which cannot be performed by the existing regular manpower/employees of the specific units/departments/centers within the university;

WHEREAS, the SECOND PARTY, possesses the required qualification and expertise needed by the hiring department/center/unit/office and is willing to provide the services needed;

NOW, THEREFORE, premises considered, the parties hereto hereby agree as they have agreed under the terms and conditions, as follows:

THE FIRST PARTY hereby contract the services of the SECOND PARTY as **Laborer** to perform the functions and deliver the following outputs as follows:

1. Maintain (i.e., regular watering, weeding, and monitoring insect of infestation) of the seedlings in the nursery;
2. Assist the collection of data on morphological and physiological performance of native forest and fruit trees planted at RF;
3. Maintain dipterocarp germplasm, arboretum and rainforestation demonstration farm at the Terrestrial Division; and
4. Assist in the facilitation of farmers and students' during cross-visitation activity;
5. Perform other duties that maybe assigned by the Supervisor.

THAT when the work demand for travel, the SECOND PARTY shall be entitled to payment of travel expenses (per diem and fare) when traveling on official business within the country subject to existing government accounting rules and regulations and to pertinent VSU policies and rules governing official travel.

THAT the SECOND PARTY shall abide by the rules and regulations of the FIRST PARTY and the terms and conditions as provided for in this service contract and performs the above-listed functions for a total of 15 days per month at not less than 8 hours per day based on the work schedule as prescribed by the hiring department/office/center/unit;

THAT for and in consideration of the foregoing service, the FIRST PARTY binds itself to pay the SECOND PARTY in the amount of **Five Hundred Fifty-Three Pesos & Forty Centavos (PhP 553.40)** per day inclusive of up to ten percent (10%) premium. The SECOND Party will be paid twice a month (per *quincena*) upon presentation of a certification of accomplishments and rendition of actual services issued by the FIRST PARTY or its duly authorized representative. The above payments will be charged to **STF-PY-OTHER GENERAL SERVICES**;