



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. 9347, with principal office at Baybay City, Leyte, duly represented by its President **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

-and-

NOREVE JEAN M. AGAD, of legal age, female, Filipino and with residence and postal address at Brgy. Sta. Cruz, Baybay City, 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 **Chemical Technician** to perform the functions and deliver the following outputs as follows:

1. Conducts the maintenance and calibration of the laboratory equipment/ instrument and properly document them in the logbook.
2. Orients the researchers and student in instrument operation and supervises the handling and usage of the instrument used in lab experiment.
3. Maintains the cleanliness and orderliness in the instrument room, balance room and laboratory rooms (AC-101, AC-105 and AC-207).
4. Makes inventory and record keeping of instrument, its accessories and history.
5. Supervises the stockroom chemical storage and inventory.
6. Performs and supervises analysis for MS student and other research related request. Assists chemistry majors and other students in the conduct of student research and to secure laboratory permits.
7. Performs other functions as assigned by the department head.

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 **twenty-two (22) 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

actual services issued by the FIRST PARTY or its duly authorized representative. The above payments will be charged to **GENERAL FUND**.

THAT this contract shall take effect January 01, 2023 until June 30, 2023 and may be renewed only upon recommendation of the head of the unit/department/office duly supported with a copy of an evaluation report as to the quality of services rendered and quantity of the outputs delivered by the Job Order Worker for the period they were under contract of service by the university.

Confidentiality Clause: The SECOND PARTY is required to turn-over the data materials, equipment, and other things that come into his/her possession because of his/her job, and preserve the confidentiality of any information regarding the University, faculty, staff, and students. Any disclosure and divulgement of confidential information (including personal information kept on computer or other media, research, technologies and manuals) made unlawfully outside the proper course of duty will be grounds for dismissal without prejudice to filing of appropriate case in Court. The confidentiality clause will still apply even if the SECOND PARTY is no longer connected with VSU unless the University gives its express consent.

THAT this contract of service may also be terminated by the FIRST PARTY before the end of the stipulated term when the services is no longer needed or whenever the SECOND PARTY violates rules and regulations of the university or for unsatisfactory performance of the task assigned.

THAT this agreement will not in any manner result to any employer-employee relationship between the parties.

IN WITNESS THEREOF, the parties have hereto set their hands this ___ day of _____, 2023 at Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY
Baybay City

By:

EDGARDO E. TULIN
President
(First Party)

NOREVE JEAN M. AGAD
(Second Party)

Signed in the presence of:

1. **ELIZABETH S. QUEVEDO**
(DoPAC Head)

2. **ALICIA M. FLORES**
OIC Head, Budget Office

3. **MERIAM M. DELA TORRE**
OIC Head, OHRSPPR

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

BEFORE ME, a Notary Public for and in the City of Baybay, Leyte, Philippines, this ___ day of _____, 2023, personally appeared Dr. Edgardo E. Tulin with VSU ID No. V000522 and Noreve Jean M. Agad with valid PRC ID No. 0001912, 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, as well as the parties hereto.

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

Notary Public