



## 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-

**MARNEL B. ESPENILE** and **MHARLON CAILING**, of legal age, Single/Married, Filipino and with residence and postal address at 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 **Laborer** to perform the functions and deliver the following outputs as follows:

1. In-charge and focus on contour farming,
2. Maintain the herbs, legumes, and forage grasses,
3. Repair and maintain the farm structures,
4. Perform other duties as assigned by the project staff.

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 12 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 AND FORTY CENTAVOS (P553.40)** each 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 **EFARMI.OC.A.III.C**;

THAT this contract shall take effect July 1, 2022 until December 31, 2022 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 \_\_\_\_\_, 2022 at Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY  
Baybay City

By:

**EDGARDO E. TULIN**  
President  
(First Party)

  
**MARNEL B. ESPENILE**  
(Second Party)

  
**MHARLON CAILING**  
(Second Party)

Signed in the presence of:

1. **DHENBER C. LUSANTA**  
Office Head

2. **ALICIA M. FLORES**  
Head, Budget Office (for GAA & STF)

3. **JENNIFER E. ANDO**  
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 \_\_\_\_\_, 2022, personally appeared Dr. Edgardo E. Tulin with VSU ID No. V000522 and Marnel B. Espenile and Mharlon Cailing with valid ID No. 13-000103212-8 and 13-025463330-6, respectively, 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

Doc. No. \_\_\_\_\_  
Page no. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_