

30574

CONTRACT OF SERVICES



MAR 11 2014

This contract made and entered by and between:

UNIVERSITY OF THE PHILIPPINES, the National University established, a public secular institution of higher learning created by virtue of Act No. 1870, as amended and reorganized and operating by virtue of Republic Act No. 9500 through its constituent university, University of the Philippines in Diliman, with official address at College of Science, UP Diliman, Quezon City represented herein by its Dean, **DR. JOSE MARIA P. BALMACEDA**, hereinafter referred to as the **"UNIVERSITY"**;

- and -

ERICKSON ERIGIO FAJICULAY, of legal age, Filipino and with residence address at 55 COL. BRAVO ST. SIGNAL VILLAGE TAGUIG CITY, hereinafter referred to as **"SECOND PARTY"**;

- witnesseth -

1. That the University is in need of the services of the Second Party who shall perform work not performed by the regular personnel of the University for DOST-PCHRD research Project entitled **"Design, Fabrication, and Evaluation of Monitoring and Sampling Devices for Particulate Matter."**;
2. That the Second Party has signified his/her intention, to which the University has accepted, to provide the service needed by the latter;
3. That the Second Party hereby possesses the education, experience and skills required to perform the job as described herein;
4. That the Second Party hereby attest that he/she is not related within the third degree of consanguinity of affinity to the: 1) hiring authority and/or 2) representative of the University; that he/she has not been previously dismissed from government service by reason of an administrative offense; that he/she has not already reached the compulsory retirement age of sixty-five (65);
5. That in view hereof, the Second Party is hereby contracted as a **SCIENCE RESEARCH SPECIALIST I** from 01 March 2014 to December 31, 2014. In consideration of the monthly rate of **PHP 25,723.00** to be paid in monthly basis. Trust Account No. 9644900-499-416
6. That as **SCIENCE RESEARCH SPECIALIST I**, the Second Party is expected to perform the following functions: RESEARCH AND DEVELOPMENT FOR THE ABOVE MENTIONED PROJECT:

7. That the Second Party shall perform work at a time and schedule to be agreed upon by both parties;
8. That it is understood that this contract does not create an employer- employee relationship between the University and the Second Party, that the services rendered hereunder are not considered and will not be accredited as government service; and that the latter is not entitled to leave privileges and other benefits enjoyed by the regular personnel of the University, such as but not limited to PERA, ACA and RATA;
9. Notwithstanding the fixed duration of this contract, the services of the Second Party may be terminated earlier than the expiration date due to unsatisfactory service, unavailability of funds, early completion or discontinuance of the project, or other reasons within the control of the Second Party.

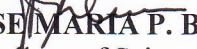
IN WITNESS WHEREOF, both parties have hereunto set their hands this ____ day of MAR 05 2014 2014 at Quezon City, Philippines.

UNIVERSITY OF THE PHILIPPINES

SECOND PARTY

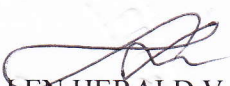
BY:

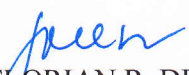
BY:


Dr. JOSE MARIA P. BALMACEDA, PhD.
Dean, College of Science
University of the Philippines
Diliman, Quezon City


ERICKSON E. FAJICULAY
TIN: 305-883-674-000

SIGNED IN THE PRESENCE OF:



DR. LEN HERALD V. LIM
Project Leader
Institute of Chemistry
College of Science, UP Diliman
Quezon City, Philippines


DR. FLORIAN R. DEL MUNDO
Director
Institute of Chemistry
College of Science, UP Diliman
Quezon City, Philippines

Funds available/Consistent with
the purpose of the Trust Account


JOSEPHINE G. BATILAONG
Accountant IV

NOTED


ELEANOR SARRA CORNEL
Assistant to the Director

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

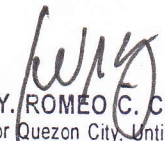
Name	ID No.	Date/Place Issued
ERICKSON E. FAJICULAY	TIN NO. 305-883-674-000	08-28-2013 / TAGUIG CITY
DR. JOSE MARIA P. BALMACEDA	UP ID NO. 023212751	UP Diliman, QC

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of three (3) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrument witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of MAR 05 2014 2014 at Quezon City, Philippines.

Notary Public
Doc. No.: 140 ;
Page No.: 31 ;
Book No.: 0111 ;
Series of 2014


ATTY. ROMEO C. CRUZ
Notary Public for Quezon City, Until Dec. 31, 2015
Adm. Matter NP-004 (2014-2015) / Roll No. 31559
PTR O.R. No. 9015717, 01-02-2014, Q.C.
IBP O.R. No. 915043, 11-05-13, Q.C.
122 Alumni, Ctr, UP Dil., Tel. No. 3523587
MCLE Nos. I, II, III, IV & V Completed