



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 Visca, Baybay City, Leyte, duly represented by its President **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

-and-

MS. VIJIA FRANCESCA C. MACUTO, of legal age, single, Filipino and with residence and postal address at Brgy. Himo-aw, Hilongos, Leyte, hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the **FIRST PARTY** is in need of persons who can provide extension 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 contracts the services of the **SECOND PARTY** as **Science Aide** to perform the functions and deliver the following outputs as follows:

1. Conduct primary data collection for the project for a minimum of 100 questionnaires;
2. Manage, organize, and encode the collected data;
3. Coordinate and work with science research analyst and project staff;
4. Submit receipt of transportation expenses incurred during data gathering;
5. Perform other tasks as required and directed by the project leader.

THAT when the work demand for travel, the **SECOND Party** shall be entitled to payment of travel expenses (per diem and fare) when travelling on official business within the country subject to existing government accounting rules and regulations and pertinent to 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 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 **EIGHTEEN SEVEN HUNDRED THREE (P18,703.00)** per month. Payment shall be released only after receipt of monthly accomplishment report. The above payments will be charged to the professional services (MOOE) of the project titled "**Impact Assessment of the Phil LIDAR Program**" with funding code **20201050-1.108**.

THAT this contract shall take effect February 15, 2023 until April 15, 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.

Non-Competition: In the event the SECOND PARTY is separated or terminated from employment for whatever reason, he/she shall not seek employment doing similar research and technologies that he/she was working in VSU for a period of three (3) years from date of separation or termination, without the prior notice and consent to the University.


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 _____, _____ at Baybay City, Leyte, Philippines.

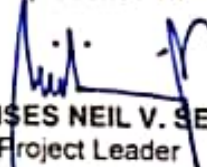
VISAYAS STATE UNIVERSITY
Baybay City

By:

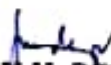

EDGARDO E. TULIN
President
(First Party)


VIJIA FRANCHESCA C. MACUTO
(Second Party)

Signed in the presence of:


1. MOISES NEIL V. SERIÑO
Project Leader


2. NICK FREDDY R. BELLO
Head, Accounting Office


3. MIRIAM M. DELA TORRE
OIC-Head, OHRSPPR