



COLLEGE OF ENGINEERING AND **TECHNOLOGY**

Visca, Baybay City, Leyte 6521-A, Philippines Email Address: cet@vsu.edu.ph Website: https://cet.vsu.edu.ph

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-

ENGR. MA. CLARISSA B. ASID of legal age, Single, Filipino and with residence and postal address at Brgy 104 Salvacion, Tacloban City, Leyte hereinafter referred to as the SECOND PARTY;

WITNESSETH:

WHEREAS, the FIRST PARTY is in need of persons who can provide research assistance and administrative services and 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 Research Assistant (SRA) to perform the functions and deliver the following outputs as follows:

- 1. Work with field technicians to perform fieldwork and laboratory work for groundwater quality assessment;
- 2. Identify and collect secondary data necessary for the analysis;
- 3. Perform groundwater quality spatial and temporal analysis:
- 4. Produce maps using GIS;
- 5. Draft technical and research articles for journal publications;
- 6. Provide regular updates on project status during project meetings or when necessary;
- 7. Do other responsibilities assigned by her immediate supervisor or her representative.

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 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 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 the SECOND PARTY in the amount of <u>Twenty-Two Thousand Five Hundred and Fifteen</u> Pesos Only (22,515.00) per month.

THAT the SECOND Party will be paid twice a month (per quincena) upon presentation of

THAT this contract shall take effect March 13, 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.

That the effectivity of this contract of services shall be subject to availability of funds and shall be deemed automatically terminated should the source of funds where this contract is charged is already depleted.

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.

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 (First Party)

MA. CLARISSA B. ASID (Second Party)

Signed in the presence of:

JANNET C. BENCURE Dean, CET & Project Leader ALICIA M. FLORES Head, Budget Office MIRIAM M. DELA TORRE OIC-Head, RSPPRO

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

2 0 MAD 2023

BEFORE ME, a Notary Public for and in the City of Baybay, Leyte, Philippines, this __, 2023, personally appeared Dr. Edgardo E. Tulin with VSU ID No. V000522 and Engr. Ma. Clarissa B. Asid with PRC ID No. 0012002 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.

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