



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 OIC-President **DR. DANIEL LESLIE S. TAN**, hereinafter referred to as the **FIRST PARTY**;

-and-

JOSHUA MHEL BONCALON married, **JOSHUA B. CUEVAS**, **RIENHARD ERIC B. BAQUERFO**, and **LYNDON C. BACASNO** single, of legal age, Filipino, and with residence and postal address GK Village, Poblacion, Albuera, Brgy. Conception, Ormoc City, D. Veloso St. Baybay and Brgy. San Pedro, Albuera, Leyte, Philippines, hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the FIRST PARTY is in need of persons who can provide Computer Programming 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 **Computer Programmer II** to perform the functions and deliver the following outputs as follows:

- Programming and testing the modules/subsystems of the MIS. Assigned Programs to develop:

Joshua Mhel Boncalon	- SPPMIS System and FMS
Joshua B. Cuevas	- Property System
Rienhard Eric B. Baquerfo	- Students Information & Admission, Integration of eDATS and CumulusOne (External Campus)
Lyndon C. Bacasno	- Financial Management System (FMS)
- Submit technical documentation and user manual for each modules/ Subsystems done;
- Submit progress reports to project leaders every 15th and 30th of the month;
- Train and orient users and clients of the assigned modules/subsystems; and
- Performs other functions as assigned by the superiors;

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 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 **THIRTY-EIGHT THOUSAND FIVE HUNDRED PESOS ONLY (P38,500.00)** each per month inclusive of 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 **Management Information System (MIS) Project;**

of total pay-

THAT this contract shall take effect **January 1, 2024** until **June 30, 2024** 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.

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 _____ at Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY
Baybay City


By:


DANIEL LESLIE S. TAN
OIC-President
(First Party)


JOSHUA MHEL BONCALON
(Second Party)



JOSHUA B. CUEVAS
(Second Party)


RIENHARD ERIC B. BAQUERFO
(Second Party)


LYNDON C. BACASNO
(Second Party)

Signed in the presence of:


1. **EDGARDO E. TULIN**
OIC-VP for Admin & Finance


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


3. **JENNIFER E. ANDO**
Head, RSPPRO



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 _____, 2024, personally appeared Dr. DANIEL LESLIE S. TAN with VSU ID No. V00501 and _____

Name

with valid ID No.

Joshua Mhel Boncalon

H03-20-000608

Joshua B. Cuevas

3738-0012D-G22915BC10000

Rienhard Eric B. Baquerfo

H12-17-000623

Lyndon C. Bacasno

13-025416324-5

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.

Doc. No. 1012
Page no. 39
Book No. LXVI
Series of 24

ATTY EDEN B. CHAVEZ-BUTAWAN
Notary Public for the Province of Leyte, City of Baybay
Notary Commission No. 828-12-07
Until December 31, 2025
PTR No. BC0210262 - Jan. 3, 2024
IBP O.R. No. 395660 - Jan 3, 2024
MCLE COMPLIANCE NO. VII-0008593-Valid until April 14, 2025
Attorney's Roll No. 42391
TIN No. 207628029
R. Magsaysay Ave., Baybay City, Leyte