

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Baybay) S.S
Province of Leyte)

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

NAME	LD #	DATE/PLACE ISSUED
DR. EDGARDO E. TULIN	V000522	Visayas State University
FRANCES ANN ARBIOL-SANTOS	H12-11-000070	Land Transportation Office

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

This instrument consisting of 4 pages including this page wherein this acknowledgment is written, and is signed by the parties and their instrument witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this DEC 23 2019 day of , 2019 at Baybay, Leyte, Philippines.

ATTY. RYSEN C. GUINOCOR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
PTR 2776248 - BAYBAY CITY, LEYTE - 1/25/13
IRF 048243 - TAGLOBAN CITY - 1/10/19
MILE COMP. NO. VI-0003549 - 09/22/17
ROLL OF ATTORNEYS NO. 57467

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IN WITNESS WHEREOF, both parties hereto set their hands this ____th day of _____, 2019 at Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY

Name of Agency

By: 
EDGARDO E. TULIN
Representative


FRANCES ANN ARBIOL-SANTOS
Second Party

SIGNED IN THE PRESENCE OF:



WINSTON M. TABADA
HRMIS Program Leader


REMBERTO A. PATINDOL
Vice President for Administration and Finance




MYRNA S. PANCITO
Budget Officer 

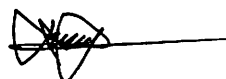
- 1.2. Make available the ICT facility of the University for assessment, evaluation and use for the completion of task, and installation of the system;
- 1.3. Organize seminars or lectures to enable the SECOND PARTY to consult, inform and educate relevant personnel of the University.

OBLIGATIONS OF THE SECOND PARTY:

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1. Working directly under the Office of the Vice President for Administration and Finance in close coordination with Human Resource Management Office Director Lourdes B. Cano and Project Leaders Prof. Winston M. Tabada of the Dept. of Computer Science and Technology and Eng'r. Sean O. Villagonzalo of the University Computer Center, the Computer Programmer shall provide the following services for the Project, as follows:
 - 1.1. Receive and release HRMIS documents;
 - 1.2. Preparation and monitoring of HRMIS financial and legal documents;
 - 1.3. Monitor HRMIS budget;
 - 1.4. Attend to HRMIS queries;
 - 1.5. Prepare and facilitate HRMIS training, workshops, meeting and other activities; and
 - 1.6. Perform other tasks assigned by immediate supervisor.

OTHER TERMS AND CONDITIONS:

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1. The payment rendered by the **FIRST PARTY** shall be subject to the usual accounting and auditing rules and regulations. Hence, **FIRST PARTY** shall be responsible to comply with the documentary requirements to meet the said accounting and auditing rules and regulations.
 2. The **SECOND PARTY** shall perform work at a time schedule to be agreed upon by both parties, which schedule shall form part of this contract.
 3. Ownership of intellectual property rights to any of the work (output) performed by the **SECOND PARTY** in the performance of the Contracted Services shall exclusively belong to the **FIRST PARTY**.
 4. The **SECOND PARTY** hereby undertakes to treat all information divulged by the project of which he has access to by reason of his duties and responsibilities as **highly confidential** albeit the possible presence of other available sources relative thereto;
 5. The **SECOND PARTY** shall be entitled to actual travelling expenses as authorized 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;
 6. The **SECOND PARTY** hereby undertakes to refuse employment, which involves or may involve the disclosure or use of the confidence, reposed on him by the program and project leaders;
 7. That this contract does not create employer-employee relationship between the parties. Moreover, neither party hereto shall be deemed a partner or agent of the other.
 8. That the **SECOND PARTY** hereby undertakes to refuse employment, which involves or may involve the disclosure or use of the confidence, reposed on him by the program and project leaders;
 9. This said contract of services shall automatically cease upon its expiration as stipulated above, unless renewed. However, services of the above name can be terminated prior to expiration of this contract for lack of funds or when their services are no longer needed.



Republic of the Philippines
VISAYAS STATE UNIVERSITY
Visca, Baybay, Leyte

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered 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 Leyte State University by virtue of Republic Act No. 9158, and then renamed as Visayas State University by virtue of Republic Act No. 9347 - with principal office at Baybay City, Leyte, duly represented by its President **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

-and-

FRANCES ANN ARBIOL-SANTOS of legal age, a Filipino and a resident of Brgy. Sto. Rosario, Baybay City, Leyte hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the FIRST PARTY is in need of the services of **Administrative Aide VI** who shall perform specialized tasks of the First Party in line with the project "DEVELOPMENT OF THE VSU HUMAN RESOURCE MANAGEMENT INFORMATION SYSTEM (HRMIS)" herein referred to as the "Project";

WHEREAS, the SECOND PARTY is a qualified computer programmer, possessing the necessary education, experience and skills who signified his intentions to provide the services needed for the Project, to which the FIRST PARTY accepts;

WHEREAS, the SECOND PARTY hereby attests that he is not related within the third degree of consanguinity of affinity to the: 1) hiring authority and/or 2) representative of the First Party; that he has not been previously dismissed from government service by reason of an administrative offense; that he has not already reached the compulsory retirement age of sixty-five (65);

NOW, THEREFORE, for and in consideration of the above mentioned premises and of the covenants and agreement herein below set forth, parties hereto have hereunto agreed, as follows:

OBLIGATIONS OF THE FIRST PARTY:

1. FIRST PARTY shall compensate the SECOND PARTY a monthly rate of **SEVENTEEN THOUSAND EIGHT HUNDRED SIXTEEN PESOS AND FORTY CENTS ONLY (₱ 17,816.40)** to be paid twice a month (per quincena basis) for the period **January 1, 2020 to June 30, 2020**. To be able to attain the desired output, and to improve the efficiency and accelerate the work of the SECOND PARTY, the University through the offices concerned shall:

1.1. Provide him free access to all documents and allow direct coordination with personnel related to human resource management;