## CONTRACT OF SERVICES

This Contract made and entered by and between:

The Fiber Industry Development Authority with postal address at 7<sup>th</sup> Floor, Sunnymede IT Center 1614 Quezon Avenue, Quezon City, represented herein by its **Administrator**, **CECILIA GLORIA J. SORIANO**, **CESO III** herein referred to as "FIRST PARTY".

## And

Professor AUGUSTO C. SUMALDE, Ph.D at the University of the Philippines at Los Baňos, married and resident of Ño. 16 Matapat Street, Jubileeville, Masaya, Bay, Laguna hereinafter referred to as the "SECOND PARTY."

## WITNESSETH

- That the FIRST PARTY is in need of the services of the SECOND PARTY who shall perform work not performed by the regular personnel of the FIRST PARTY;
- 2. That the SECOND PARTY has signified his/her intention, to which the FIRST PARTY 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 prescribed herein;
- 4. That the SECOND PARTY hereby attest that he/she is not related within the third degree of consanguinity or affinity to the: 1) hiring authority and/or 2) representative of the FIRST PARTY; 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 TECHNICAL CONSULTANT for the project entitled: "Abaca Disease Management Project" being implemented in Regions V, VI, VII, VIII and XI for the period March 01 2013 to June 30, 2013, in consideration of a monthly compensation of THIRTY THOUSAND PESOS (30,000.00) only to be paid on a monthly basis;
- That as a TECHNCAL CONSULTANT, the SECOND PARTY is expected to perform the following functions:
  - To assist and renew technical advices and recommendations on the proposed strategies and schemes in the implementation of the Abaca Disease Management Project;
  - To provide directions and guidance in the implementation of the project;
  - To assist in undertaking periodic review and field and field inspection of the progress of project implementation and evaluate the method being adopted in eradicating the disease plants;
  - To assist and recommend solutions to field problems and improvement in order to achieve project objectives efficiently and effectively; and
  - To submit inception, progress and final reports of his findings, assessments and recommendations for the project.
- 7. That the SECOND PARTY shall perform work at a place, time and schedule to be agreed upon by both parties;

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8. That it is understood that this contract does not create an employer-employee relationship between the FIRST PARTY 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 notentitled to leave privileges and other benefits enjoyed by the regular personnel of the FIRST PARTY, such as but not limited to PERA, ACA at RATA; and 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 CECILIA GLORIA J. SORIANO, CESO III AUGUSTO C. SUMALDE, Ph.D. First Party Second Party SIGNED IN THE PRESENCE OF: HONESTO TABUZO, Jr. Chief Accountant ACKNOWLEDGMENT . REPUBLIC OF THE PHILIPPINES) MUNICIPALITY OF 15.5. PROVINCE OF BEFORE ME, this day of \_\_\_\_\_, 2013 in the Municipality of Province of Philippines personally appeared the following: NAME ID. No. ISSUED BY: CECILIA GLORIA J. SORIANO Office ID No. 001 FIDA AUGUSTO C. SUMALDE 191002753 UPLB Known to me as the same persons who executed the foregoing Contract service; and acknowledged to me that the same is their own and voluntary act and deed. This instrument consisting of two (2) pages, including the page on which this acknowledgement is written, has been signed in the left margin of each and every page thereof by the herein parties and their witnesses, and sealed with my notarial seal. IN WITNESS WHEREOF, I have hereto set my hand on the day, year and place above written. MOTARY PUBLIC Doc. No. THE DECEMBER 31, 2014 Page No. 97 10 4 1 74. 7. 2013 B. L XIII Book No. CaG. 17, 2012 B. C

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