

## CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** is made and entered into by and between:

The **UNIVERSITY OF SOUTHEASTERN PHILIPPINES**, a state university organized and operating under Batas Pambansa Blg. 12, with principal office address at Ifigo St., Bo. Obrero, Davao City, represented herein by its University President, **DR. BONIFACIO G. GABALES, JR.**, hereafter referred to as the "**UNIVERSITY**",

The **SOUTHERN MINDANAO AGRICULTURE AND RESOURCES RESEARCH AND DEVELOPMENT CONSORTIUM** based at the **UNIVERSITY OF SOUTHEASTERN PHILIPPINES**, with office address at Ifigo St., Bo. Obrero, Davao City, hereinafter referred to as "**SMAARRDEC**";

-and-

**MS. JEANETTE N. ACLARACION**, of legal age, and a resident of 164 R. Castillo, Barangay Agdao, Davao City, hereinafter referred to as "**Project Administrative Aide III**".

-Witnesseth-

WHEREAS, the Southern Mindanao Agriculture, Aquatic and Natural Resources Research and Development Consortium (SMAARRDEC) was transferred to the University of Southeastern Philippine with the Research Division as its nucleus, from the Department of Agriculture Regional Field Unit XI on April 1, 2003.

WHEREAS, the Project Administrative Aide III has offered her services to the consortium and whose offer was accepted but subject to the terms and considerations hereinafter stipulated.

NOW, THEREFORE for and in consideration of the mutual covenant and agreements made herein, the **UNIVERSITY** through **SMAARRDEC** and the **Project Administrative Aide III** by these presents entered into Contract of Service whereby the **University** through **SMAARRDEC** hires the services of the latter under the following terms and conditions, that:

1. The duration of this contract shall be from January 1, 2025 until June 30, 2025, but subject to renewal after careful evaluation of the performance of the Project Administrative Aide III.
2. The **Project Administrative Aide III** shall report to the Consortium Director of SMAARRDEC who assigns and checks her daily activities.
3. This **Project Administrative Aide III** shall perform the following functions and duties, to wit:
  - Facilitates in retrieving documents of unliquidated projects of USEP;
  - Coordinates with and assists the CMLs in submission of financial reports of on-going and completed consortium-initiated/implemented projects and accountabilities to PCAARRD; and
  - Assist in the conduct of regional consultations on financial management including seminars/trainings for CMLs.

4. In the performance of her aforementioned functions and duties, the Project Administrative Aide III shall be entitled to a fixed monthly compensation of **TWENTY-TWO THOUSAND SEVEN HUNDRED FOURTY- EIGHT PESOS (P22,748.00)** of which the same shall report to the office eight (8) hours a day, 8:00 AM to 5:00 PM, from Monday to Friday. She shall be entitled to a Premium Pay

based on Joint Circular (CSC, COA, DBM) No. 1, 5, 2018 subject to availability of funds. Additionally, she shall be entitled to a travel expense, and the granting of per diem, for official travels related to SMAARDEC activities subject to the availability of funds and in accordance with existing rules and regulations on travel allowances.

5. The **Project Administrative Aide III** understands that she may be exposed to any risk arising out of and during the course of her official travel. Hence, the **Project Administrative Aide III** is expected to procure her own insurance coverage relating to these travels. Moreover, due to the nature of her relationship with the University, the **Project Administrative Aide III** exonerates the University from any and all liability or claim she may have with respect to any bodily injury, personal injury, illness, death or property damage.
6. The **SMAARDEC** may revoke/cancel this contract anytime or even before the expiration of this contract without the necessity of judicial proceedings for reasons such as but not limited to lack of funds, poor performance, and any violation of the terms and conditions of the contract made by the **Project Administrative Aide III**.
7. In the exigency of service, you will be required to perform overtime beyond the stipulated period provided that there is an approved letter request and plan of work/activities. Services rendered will be paid for the following rate as stipulated in the **Handbook on Workers' Statutory Monetary Benefits, 2019 Edition**:
  - 125% regular working days
  - 130% rest day
  - 150% special holiday during rest day
  - 200% X 130% regular holiday during rest day
8. That it is understood that this contract does not create an employer-employee relationship between the **University** and the **Project Administrative Aide III**; that the services rendered hereunder are not considered and will not be accredited as government service; and the latter is not entitled to benefits enjoyed by the permanent personnel of the University.
9. Non-Disclosure. It is expressly understood by the University to the contractor that all information on technology, process standard, quality assurance, methodologies, quality standards, production capabilities, marketing, finance and all other related document, manuals and operational or technical matter that the University shall make available to them in discharge of his work shall be kept with confidentiality. Both parties hereby undertake to prevent disclosure of transfer of such information, consciously or unconsciously, to any party outside of the workplace without the knowledge and written consent of the University. The **SMAARDEC** shall ensure that, upon the commencement of her duties, the **Project Administrative Aide III** promptly signs the Non-Disclosure Agreement and shall retain a copy of the agreement in its office records.

IN WITNESS WHEREOF, the parties hereunto signed and affixed their signature this \_\_\_\_\_ at Davao City, Philippines.

UNIVERSITY OF SOUTHEASTERN  
PHILIPPINES

DR. BONIFACIO G. GABALES, JR.  
SUC President IV

JEANETTE N. ACLARACION  
Project Administrative Aide III

Recommending Approval:

  
**GILBERT A. IMPORTANTE**  
Director, SMAARRDEC

Funds Available:

  
**MARIA LUISA B. FAUNILLAN**  
Vice President for Administration

  
**ABIGAIL F. FRANCISCO**  
Finance Director

### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF DAVAO ) S.S.

BEFORE ME, a Notary Public for and in the City of Davao, this \_\_\_\_\_, personally appeared:



Name	Government Issued ID No.	Date and Place Issued
BONIFACIO G. GABALES JR.	PRC ID NO. 0203287	Davao City
JEANETTE N. ACLARACION		

known to me and known to be the same persons who executed the foregoing Contract of Service consisting of three (3) pages, including the page in which this Acknowledgment is written, and who acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and place above written.

NOTARY PUBLIC

Doc. No. 7673  
Page No. 62  
Book No. 1  
Series of 2025.

  
ATTY. KARL MAX TULABANON, RN

Notary Public for Davao City  
Roll of Attorneys No. 82238  
Commission No. 2024-023-2025  
Until December 31, 2025  
IBP No. 485399, 12/19/2024  
PTR No. 0836088D, 12/26/2024  
NOT F Compliance Admitted May 28, 2022

## CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** is made and entered into by and between:

The **UNIVERSITY OF SOUTHEASTERN PHILIPPINES**, a state university organized and operating under Batas Pambansa Big. 12, with principal office address at Iñigo St., Bo. Obiero, Davao City, herein represented by its University President **DR. BONIFACIO G. GABALES, JR.**, hereafter referred to as the "**UNIVERSITY**";

The **SOUTHERN MINDANAO AGRICULTURE AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT CONSORTIUM** based at the **UNIVERSITY OF SOUTHEASTERN PHILIPPINES**, with office address at Iñigo St., Bo. Obiero, Davao City, hereinafter referred to as "**SMAARDEC**";

-and-

**MR. LLOYDS RYAN T. LUGATIMAN**, of legal age, and a resident of Barcelona St., Villa Alevida, Indangan, Davao City, hereinafter referred to as "**Project Technical Aide VI**".

-Witnesseth-

WHEREAS, the Southern Mindanao Agriculture, Aquatic and Natural Resources **Research and Development Consortium (SMAARDEC)** was transferred to the University of Southeastern Philippine with the Research Division as its nucleus, from the Department of Agriculture Regional Field Unit XI on April 1, 2003.

WHEREAS, the **Project Technical Aide VI** has offered his services to the consortium and whose offer was accepted but subject to the terms and considerations hereinafter stipulated.

NOW, **THEREFORE** for and in consideration of the mutual covenant and agreements made herein, the **UNIVERSITY** through **SMAARDEC** and the **Project Technical Aide VI (PTA)** by these presents entered into Contract of Service whereby the University through **SMAARDEC** renews the services of the latter under the following terms and conditions, that:

1. The duration of this contract shall be from January 1, 2025 until June 30, 2025, but subject to renewal after careful evaluation of the performance of the **Project Technical Aide VI**.
2. The **Project Technical Aide VI** shall report to the Consortium Director of **SMAARDEC** through Technology Transfer Cluster Coordinator who assigns and checks his daily activities.
3. This **Project Technical Aide VI** shall perform the following functions and duties, to wit:
  - Improves and maintains knowledge management systems of the consortium;
  - Coordinates with (KM/TTCC) ICT/TTTC focal persons of the consortium member institutions relative to the data needed for the systems;
  - Enhances and maintains web page of the consortium; and
  - Assists in routing documents for signature
- 4.

In the performance of his aforementioned functions and duties, the **Project Technical Aide VI (PTA)** shall be entitled to a fixed monthly compensation of **TWENTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY-ONE PESOS (P27,871.00)** of which the same shall report to the office eight (8) hours a day, 8:00 AM to 5:00 PM, from Monday to Friday. He shall be entitled to a Premium Pay based on Joint Circular (CSC, COA, DBM) No. 1, 5, 2018 subject to availability of

funds. Additionally, he shall be entitled to a travel expense and the granting of per diem for official travels related to SMAARDEC activities subject to the availability of funds and in accordance with existing rules and regulations on travel allowances.

5. The **Project Technical Aide VI**, understands that he may be exposed to any risk arising out of and during the course of his official travel. Hence, the Project Technical Aide VI is expected to procure his own insurance coverage relating to these travels. Moreover, due to the nature of his relationship with the University, the Project Technical Aide VI exonerates the University from any and all liability or claim he may have with respect to any bodily injury, personal injury, illness, death or property damage.

6. The **SMAARDEC** may revoke/cancel this contract anytime or even before the expiration of this contract without the necessity of judicial proceedings for reasons such as but not limited to lack of funds, poor performance, and any violation of the terms and conditions of the contract made by the Project Technical Aide VI.

7. In the exigency of service, you will be required to perform overtime beyond the stipulated period provided that there is an approved letter request and plan of work/activities. Services rendered will be paid for the following rate as stipulated in the **Handbook on Workers' Statutory Monetary Benefits, 2019 Edition**:

- 125% regular working days
- 130% rest day
- 150% special holiday during rest day
- 200% X 130% regular holiday during rest day

8. That it is understood that this contract does not create an employer-employee relationship between the **University** and the **Project Technical Aide VI**; that the services rendered hereunder are not considered and will not be accredited as government service; and the latter is not entitled to benefits enjoyed by the permanent personnel of the University.

9. Non-Disclosure. It is expressly understood by the **University** to the **Project Technical Aide VI** that all information on technology, process standard, quality assurance, methodologies, quality standards, production capabilities, marketing, finance and all other related document, manuals and operational or technical matter that the University shall make available to them in discharge of his work shall be kept with confidentiality. Both parties hereby undertake to prevent disclosure of transfer of such information, consciously or unconsciously, to any party outside of the workplace without the knowledge and written consent of the University. The **SMAARDEC** shall ensure that, upon the commencement of his duties, the **Project Technical Aide VI** promptly signs the Non-Disclosure Agreement and shall retain a copy of the agreement in its office records.

IN WITNESS WHEREOF, the parties hereunto signed and affixed their signature this \_\_\_\_\_ at Davao City, Philippines.

UNIVERSITY OF SOUTHEASTERN  
PHILIPPINES

DR. BONIFACIO G. GABALES, JR.  
SUC President

LLOYDS RYAN T. LUGATIMAN  
Project Technical Aide VI

Recommending Approval:

GILBERT A. IMPORTANTE  
Director, SMAARDEC

Funds Available:

MARIA LUISA B. FAUNILLAN  
Vice President for Administration

ABIGAIL F. FRANCISCO  
Finance Director

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF DAVAO ) S.S.

BEFORE ME, a Notary Public for and in the City of Davao, this  
\_\_\_\_\_, personally appeared:

Name	Government Issued ID No.	Date and Place Issued
BONIFACIO G. GABALES JR.	PRC ID NO. 0203287	Davao City
LLOYDS RYAN T. LUGATIMAN		

known to me and known to be the same persons who executed the foregoing Contract of Service consisting of three (3) pages, including the page in which this Acknowledgment is written, and who acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and place above written.

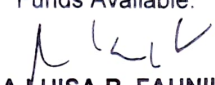
NOTARY PUBLIC

ATTY. KARL MAX LU LABANON, RN

Notary Public for Davao City  
Roll of Attorneys No. 82238  
Commission No. 2024-023-2025  
Until December 31, 2025  
IBP No. 485399; 12/19/2024  
PTR No. 0836088D; 12/26/2024  
MCLE Compliance: Admitted May 28, 2022

Doc. No. 307  
Page No. 62  
Book No. L  
Series of 2025.

Funds Available:

  
**MARIA LUISA B. FAUNILLAN**  
Vice President for Administration

  
**ABIGAIL F. FRANCISCO**  
Finance Director

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY OF DAVAO ) S.S.


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Name	Government Issued ID No.	Date and Place Issued
BONIFACIO G. GABALES JR.	PRC ID NO. 0203287	Davao City
LLOYDS RYAN T. LUGATIMAN		

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WITNESS MY HAND AND SEAL, on the date and place above written.

  
  
  
NOTARY PUBLIC

  
**ATTY. KARL MAX LU LABANON, RN**  
Notary Public for Davao City  
Roll of Attorneys No. 82238  
Commission No. 2024-023-2025  
Until December 31, 2025  
IBP No. 485399, 12/19/2024  
PTR No. 0836086D, 12/26/2024  
MCLE Compliance: Admitted May 28, 2022

Doc. No. 309  
Page No. 62  
Book No. 2  
Series of 2025.

## CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** is made and entered into by and between:

The **UNIVERSITY OF SOUTHEASTERN PHILIPPINES**, a state university organized and operating under Batas Pambansa Big. 12, with office and postal address at Iligo St., Bo. Obrero, Davao City, represented in this contract by its University President, **DR. BONIFACIO G. GABALES, JR.**, hereafter referred to as the "UNIVERSITY";

The **SOUTHERN MINDANAO AGRICULTURE AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT CONSORTIUM**, based at the **UNIVERSITY OF SOUTHEASTERN PHILIPPINES**, with office address at Iligo St., Bo. Obrero, Davao City, hereinafter referred to as "SMAARDEC";

-and-

**MS. JONNALYN L. SURA**, of legal age, Filipino, and a resident of Purok 3, Bigy, Tibagon, Pantukan, Davao de Oro, hereinafter referred to as "Project Technical Aide VI".

-Witnesseth-

WHEREAS, the Southern Mindanao Agriculture, Aquatic and Natural Resources Research and Development Consortium (SMAARDEC) was transferred to the University of Southeastern Philippine with the Research Division as its nucleus, from the Department of Agriculture Regional Field Unit XI on April 1, 2003.

WHEREAS, the Project Technical Aide VI(SRA) has offered her services to **SMAARDEC** and whose offer was accepted but subject to the terms and considerations hereinafter stipulated.

NOW, THEREFORE for and in consideration of the mutual covenant and agreements made herein, the **UNIVERSITY** through **SMAARDEC** and the **Project Technical Aide VI** by these presents entered into Contract of Service whereby the University through **SMAARDEC** renews the services of the latter under the following terms and conditions, that:

1. The duration of this contract shall be from January 2, 2025 until June 30, 2025, but subject to renewal after careful evaluation of the performance of the **Project Technical Aide VI**.
2. The **Project Technical Aide VI** shall report to the Consortium Director of **SMAARDEC** through Technology Transfer Cluster Coordinator who assigns and checks her daily activities.
3. This **Project Technical Aide VI** shall perform the following functions and duties to wit:
  - Maintains **SMAARDEC** webpage in coordination with the SRA-web developer;
  - Assists in consolidating reports of the consortium;
  - Coordinates with the **SMAARDEC** member institutions on collaborative activities; and
  - Does documentation of **SMAARDEC**-related activities
- 4.

In the performance of aforementioned functions, the **Project Technical Aide VI** shall be entitled to a fixed monthly compensation of **TWENTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY-ONE PESOS (P27,871.00)** of which the same shall report to the office eight (8) hours a day, 8:00 AM to 5:00 PM, from Monday to Friday. She shall be entitled to a Premium Pay based on Joint Circular

(CSC, COA, DBM) No. 1, 5, 2018 subject to availability of funds. Additionally, she shall be entitled to a travel expense and the granting of per diem for official travels related to SMAARDEC activities subject to the availability of funds and in accordance with existing rules and regulations on travel allowances.

5. The **Project Technical Aide VI** understands that she may be exposed to any risk arising out of and during the course of her official travel. Hence, the **Project Technical Aide VI** is expected to procure her own insurance coverage relating to these travels. Moreover, due to the nature of her relationship with the University, the **Project Technical Aide VI** exonerates the University from any and all liability or claim she may have with respect to any bodily injury, personal injury, illness, death or property damage.

6. The Consortium may revoke/cancel this contract anytime or even before the expiration of this contract without the necessity of judicial proceedings for reasons such as but not limited to lack of funds, poor performance, and any violation of the terms and conditions of the contract made by the **Project Technical Aide VI**.

7. In the exigency of service, you will be required to perform overtime beyond the stipulated period provided that there is an approved letter request and plan of work/activities. Services rendered will be paid for the following rate as stipulated in the **Handbook on Workers' Statutory Monetary Benefits, 2019 Edition**:

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8. That it is understood that this contract does not create an employer-employee relationship between the **University** and the **Project Technical Aide VI**, that the services rendered hereunder are not considered and will not be accredited as government service, and the latter is not entitled to benefits enjoyed by the permanent personnel of the University.

9. **Non-Disclosure.** It is expressly understood by the **University** to the **Project Technical Aide VI** that all information on technology, process standard, quality assurance, methodologies, quality standards, production capabilities, marketing, finance and all other related document, manuals and operational or technical matter that the University shall make available to them in discharge of his work shall be kept with confidentiality. Both parties hereby undertake to prevent disclosure of transfer of such information, consciously or unconsciously, to any party outside of the workplace without the knowledge and written consent of the University. The **SMAARDEC** shall ensure that, upon the commencement of her duties, the **Project Technical Aide VI** promptly signs the **Non-Disclosure Agreement** and shall retain a copy of the agreement in its office records.

IN WITNESS WHEREOF, the parties hereunto signed and affixed their signature this \_\_\_\_\_ at Davao City, Philippines.

UNIVERSITY OF SOUTHEASTERN  
PHILIPPINES

DR. BONIFACIO G. GABALES, JR.  
SUC President IV

JONMALYN L. SURA  
Project Technical Aide VI

Recommending Approval:

  
**DR. GILBERT A. IMPORTANTE**  
SMARDEC Director

Funds Available:



**MARIA LUISA B. FAUNILLAN**  
Vice President for Administration

  
**ABIGAIL F. FRANCISCO**  
Finance Director

### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF DAVAO ) S.S.

BEFORE ME, a Notary Public for and in the City of Davao, this  
personally appeared:

Name	Government Issued ID No.	Date and Place Issued
BONIFACIO G. GABALES JR.	PRC ID NO. 0203287	Davao City
JONNALYN L. SURA		

Known to me and known to be the same persons who executed the foregoing Contract of Service consisting of three (3) pages, including the page in which this Acknowledgment is written, and who acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and place above written.

NOTARY PUBLIC



Doc. No. 302  
Page No. 67  
Book No. L  
Series of 2025.

ATTY. KARL MAXIMILIANO LABANON, RN  
Notary Public for Davao City  
Roll of Attorneys No. 82238  
Commission No. 2024023-2025  
Expires December 31, 2025  
Until December 12, 2024  
IBF No. 465199, 12/16/2024  
PTR No. 08460861D, 12/16/2024  
Notary Public, Admitted May 28, 2022