

VINCENT PHILIP A. MORASTIL
Second Party



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. VIII
DENR 8 Compound, Brgy. 2, Jones Extension, Tacloban City
Tel No: (053) 832-1088 / (053) 832-2319
Email Address: embr8_records@cmb.gov.ph



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract of service is made and entered into by and between the DENR - Environmental Management Bureau Region 8, a government agency with office address at DENR 8 Compound, Brgy. 2, Jones Street, Tacloban City herein represented by **WILSON L. TRAJECO, PME, PHD.**, Regional Director, herein referred to as the **"First Party"**

and

VINCENT PHILIP A. MORASTIL of legal age, a Filipino and with residence address at Brgy. 92 Apitong, Tacloban City herein referred to as **"Second Party"**.

WITNESSETH: That-

WHEREAS, the FIRST PARTY is in need of the services of the SECOND PARTY who shall perform the job of a Programmer II which is not in the plantilla of personnel of the FIRST PARTY;

WHEREAS, the SECOND PARTY has signified his intention, to which the FIRST PARTY has accepted, to provide the service needed by the latter;

WHEREAS, the SECOND PARTY hereby possesses the education, experience and skills required to perform the job as described herein;

WHEREAS, the SECOND PARTY is not entitled to benefits enjoyed by government employees such as PERA and RATA and other benefits given by the First Party, such as mid-year bonus, productivity incentive, Christmas bonus and cash gifts;

WHEREAS, the SECOND PARTY has not been previously dismissed from government service due to commission of an administrative offense; the SECOND PARTY is not covered under the rules on nepotism; has not already reached the compulsory retirement of age and the services rendered hereof are not considered as government services.

NOW, THEREFORE, the parties agree as follows:

Section 1. **Position and Functions.** The Second Party shall act as **Computer Programmer**, assigned at the **Office of the Regional Director**, and perform the following functions:

- To take part or participate in the management of hardware and software resources;
- To design and develop systems and web-based applications crucial to the operation of the office;
- To assist in the maintenance and operationalization of existing systems;
- To perform maintenance activity of firewall appliance;
- To assist in multimedia creation;
- To assist in the updating of GIS shapefiles and related GIS Mapping activities;
- To assist in the conduct of trainings and seminars conducted by the Unit;
- To draft manuals of systems developed;
- To perform system maintenance of the Industry Information Management System, the Property Management System, the Online Daily Attendance and Accomplishment System and the Human Resource Management System;
- To perform all other functions assigned by immediate supervisor without prejudice to the above-mentioned primary tasks.

Section 2. **Contract Duration.** This Contract shall cover the period 3 January 2024 - 31 December 2024.

ENGR. MA. CORAZON G. DACUYAN
Chief, Finance & Admin. Division

WILSON L. TRAJECO, PME, PHD.
Regional Director



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Section 3. **Compensation.** For services rendered under this Contract, the Second Party shall receive a monthly compensation in the amount of **Twenty-three Thousand One Hundred Seventy-six Pesos** (23,176.00) chargeable against EMB Fund 101-Planning (Management and Information System) to be paid on the fifteenth (15th) day and end of the month (30th) basis.

3.1 **Premium.** The Second Party, **subject to availability of funds**, may also be paid/granted a premium/bonus of up to **20%** of his/her Monthly Compensation, pursuant/subject to existing laws and issuances of pertinent government agencies. The said premium/bonus shall be paid/granted at the end of the contract, which should preferably be at the end of the calendar year.

Section 4. **Confidentiality.** All data, material, books, records and information in any format or medium (including provided orally) submitted or made available to the "Second Party" by the "First Party", or any other person acting on behalf of the "First Party" (collectively, "EMB Data"), unless otherwise publicly available, and all data and information, and other work developed by the "Second Party" under this Agreement, shall be utilized by the "Second Party" solely in connection with the performance of the Services under this Agreement only and shall not be made available by the "Second Party" to any other person unless required by law. In the event of a breach of this Section 4, the Government shall have all rights available to it at law and in equity to enforce the provisions hereof including, but not limited to, applying to a court of competent jurisdiction for specific performance and/or injunctive relief. The obligations of this Section 4 shall expressly survive the expiration or earlier termination of this Agreement.

Section 5. **Rights and License in and to EMB Data.** The EMB Regional Office No. VIII shall own all data, information, and other work product developed or obtained by the "Second Party" pursuant to this Contract. The EMB Regional Office No. VIII shall at all times have access to review the ongoing work of the "Second Party" for the purpose of inspecting the same and determining that the Services are being performed in accordance with the terms of this Contract. Immediately upon termination of this Contract for any reason, all such data, information, and other work, in whatever form, including all EMB Data, shall be turned over to the EMB Regional Office No. VIII.

The parties agree that as between them, all rights including all intellectual property rights in and to data and information provided by the EMB or on behalf of EMB (including EMB Data) or created by the "Second Party" in the performance of the Services hereunder shall remain the exclusive property of the EMB. The "Second Party" has a limited, nonexclusive license to use such data and information solely for the purpose of performing its obligations under this Contract. This Contract does not give the "Second Party" any rights, implied or otherwise, data, information, or intellectual property, except as expressly stated in this Contract.

For purposes of this Contract, any copyrightable work ("Work") developed in the course of the "Second Party's" performance under this Contract shall be deemed "work made for hire" under existing copyright law and all ownership rights to such Work shall belong to EMB. Should such Work not constitute a "work made for hire" under copyright law, the "Second Party" hereby grants, transfers, assigns, and conveys to the EMB the entire right, title, and interest in the Work or any part thereof.

Section 6. **Accomplishment Report.** For the purposes of payment for services rendered, the Second Party shall submit an accomplishment report to the concerned Office.

Section 7. **Data Transfer Upon Termination or Expiration.** Upon expiration or termination of the Services, the "Second Party" will deliver to EMB all work performed under this Contract and return to EMB in a readily usable format, remove, or securely delete or destroy, as directed by the EMB, all EMB Data.

Section 8. **Termination.** This contract may be terminated by either party, with or without cause, before the expiration of the period indicated in Section 1 hereof, giving the other party prior written notice of not less than fifteen (15) days before the intended day of termination, during which the Second Party shall render a proper turnover of his/her tasks to his/her successor, if already available, or to his/her immediate supervisor. Unless otherwise a proper turnover is rendered by the Second Party, the First Party reserves its right to forfeit any outstanding balance of the Second Party's compensation in favor of the

ENGR. MA. CORAZON G. DACUYAN
Chief, Finance & Admin. Division

WILSON L. TRAJECO, PME, PHD.
Regional Director



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First Party and/or to deny the Second Party's request for a "Certificate of Employment", "Acceptance of Resignation" or such any equivalent document from the First Party.

IN WITNESSETH WHEREOF, the parties have affixed their signatures below in Tacloban City, Leyte, this ____ day of _____, 2024.

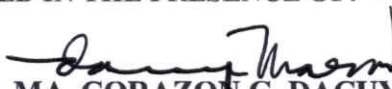
ENVIRONMENTAL MANAGEMENT BUREAU

By:

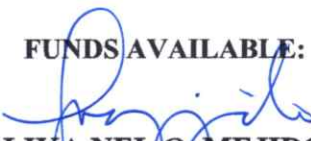

WILSON L. TRAJECO, PME, PHD.
Regional Director


VINCENT PHILIP A. MORASTIL
Second Party

SIGNED IN THE PRESENCE OF: -


ENGR. MA. CORAZON G. DACUYAN
Chief, Finance & Administrative Division

FUNDS AVAILABLE:


LIKA NEL Q. MEJIDO
Accountant III

ACKNOWLEDGEMENT

Republic of the Philippines)
Tacloban City) S.S.
Province of Leyte)

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




NAME	CTC/GOVT ISSUED ID	DATE/PLACE ISSUED
1. WILSON L. TRAJECO, PME, PHD.		
2. VINCENT PHILIP A. MORASTIL		


known to me to be the same person who executed the foregoing instrument and acknowledge to me that the same are their freewill, voluntary act and deed.

This instrument consists of three (3) pages including this page wherein this acknowledgement is written and signed by the parties and their instrumental witnesses on each page thereof.

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

JAN 18 2024

Doc. No. 
Page No. 
Book No. 
Series of 2024


ATTY. EDWIN Y. CHUA
Notary Public
Until Dec. 31, 2024
Appointment No. NC-2023-01-76
PTR No. 8789576
Roll No. 35362
IBP Lifetime No. 436783
Tacloban City