

# EMPLOYMENT CONTRACT

This work agreement entered into between:

**MARK VALLES** (hereinafter referred to as EMPLOYEE)

AND

**DBP Service Corp.**, a corporation duly organized and existing under any by virtue of Philippine Laws, with office address at 2nd/F Executive Bldg., Center, Sen. Gil Puyat Ave. corner Makati Ave., Makati City, represented in this Act by its President, **RAUL LUIS D. MANALIGOD** (hereinafter referred to as DBPSC).

The parties agree to the following terms and conditions:

- (1) The EMPLOYEE is hereby appointed as **PROJECT TECHNICAL SPECIALIST I** assigned at **DOST – PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING TECHNOLOGY RESEARCH AND DEVELOPMENT** (hereinafter referred to as the CLIENT) to render administrative services pertinent to the project starting **OCTOBER 4, 2021** with a salary rate of **Php 36,628.00 per month.**
- (2) The basic salary of the EMPLOYEE will not be less than the mandated wage in the region where his work assignment is located and shall be increased in case of any valid mandatory wage increase.
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- (3) The EMPLOYEE must strictly abide by DBPSC's and the CLIENT's policies, rules and regulations. Moreover, the EMPLOYEE is aware and recognizes that his/her EMPLOYER is DBPSC and shall perform such duties as assigned by DBPSC under its control and supervision.
- (4) This agreement shall be subject to the terms and conditions entered into and between DBPSC and its CLIENT and may also be considered terminated under the following conditions:
  - (a) Unsatisfactory performance by the EMPLOYEE of his/her assigned work;
  - (b) Violation by the EMPLOYEE of any rule or regulation of DBPSC or of the CLIENT as stated on the DBPSC Employee Handbook, Labor Laws of the Philippines or other rules and regulations promulgated by management. Pursuant to its exercise of its right of control and supervision over employees and as its management prerogative in the conduct of its business, DBPSC has the unquestioned prerogative to recall the erring employee from present assignment.
  - (c) Conduct and behavior of the EMPLOYEE inimical to the interest of the DBPSC or of the CLIENT;
  - (d) Where the CLIENT has lost confidence in the EMPLOYEE and asks for his/her recall;
  - (e) When there is no more need for the EMPLOYEE's services;
  - (f) Completion of the project and/or termination of the contract with the CLIENT;
  - (g) Violation of any of the provisions of this agreement;
  - (h) Abandonment of work;
- (5) If the EMPLOYEE decides to leave his work assignment or resign, it is agreed that the EMPLOYEE must give at least 30 days prior notice to DBPSC. Failure of the EMPLOYEE to comply with the 30-day notice would mean forfeiture of any money claim still due to the EMPLOYEE and may subject the EMPLOYEE to damages and the filing of an administrative case. In order for the EMPLOYEE to receive the benefits due him under the law upon his resignation, it is understood that the EMPLOYEE must claim such benefits at the offices of DBPSC and only after he has cleared himself of all accountabilities with DBPSC and the CLIENT.
- (6) If the EMPLOYEE leaves his/her work assignment without justifiable reason and information to the CLIENT or DBPSC for maximum period of five (5) working days, he/she shall be deemed to have abandoned his/her work. Likewise, his/her refusal to report to a new assignment for the same period of five (5) days shall be considered as abandonment of work, justifying his/her dismissal from employment.
- (7) Upon termination of this agreement, except for termination due to paragraph [4] (a),(b),(c),(g) and (h) the EMPLOYEE will be automatically entered into DBPSC's manpower pool for future work assignment.
- (8) In case the CLIENT informs the EMPLOYEE, without informing DBPSC, that the services of the EMPLOYEE is no longer needed or is terminated, it is agreed and understood that the employee should immediately report to the office of DBPSC at the address for possible assignments to another CLIENT or for placement in the manpower pool for future work.
- (9) DBPSC has the authority to assign the EMPLOYEE anywhere in the Philippines and to recall the EMPLOYEE anytime on any of the grounds mentioned in paragraph four [4] thereof.
- (10) The EMPLOYEE will be liable for any loss or damage resulting from the EMPLOYEE's act, maliciously done or with negligence, while inside the premises of the CLIENT.

**DBP Service Corporation**

By:

**RAUL LUIS D. MANALIGOD**

President

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this **29<sup>th</sup>** of **October 2021**

**MARK VALLES**

Name of Employee

HR-15F05/02/16