

CONTRACT OF SERVICE

_____ -2024- _____

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF SERVICE** entered into by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR), REGION IV-A, CALABARZON** with office address at DENR IV-A (CALABARZON) Compound, Mayapa Main Road (along SLEX). Barangay Mayapa, Calamba City, Laguna, represented herein by **NILO B. TAMORIA, CESO III** in his capacity as **REGIONAL EXECUTIVE DIRECTOR**, herein referred to as **FIRST PARTY**:

-and-

MARK KIM A. SACLUTI, of legal age, Filipino and with residence address at **#0573 E. AQUINO STREET, BRGY. PINAGSANJAN, PAGSANJAN, LAGUNA**, hereinafter referred to as **SECOND PARTY**:

- WITNESSETH -

1. That the **FIRST PARTY** is in need of the services of **COMPUTER PROGRAMMER II** with a specific place of assignment at **PLANNING AND MANAGEMENT DIVISION** who shall perform work not performed by the regular personnel of the **FIRST PARTY**;
2. That the **SECOND PARTY** is hereby contracted to furnish service/assist in the following:
 - a) Develop in-house information systems for DENR CALABARZON
 - b) Assists in maintaining the Information Systems implemented in DENR CALABARZON Regional Office.
 - c) Maintain computer networks, providing technical support and ensuring the computers run smoothly.
 - d) Assists in monitoring and maintaining the computer systems, installs, and configures hardware and software, and solves technical issues as they arise.
3. That the **FIRST PARTY** shall establish the respective standard salary rate reflecting the up to 20% premium provided under Section 11.5 of CSC-COA-DBM Joint Circular No. 1 series of 2018.
4. That the **SECOND PARTY** is contracted for a period of **OCTOBER 24, 2024 TO DECEMBER 31, 2024** to perform as **COMPUTER PROGRAMMER II** with a daily rate in the amount of **ONE THOUSAND SIX HUNDRED FORTY SIX PESOS AND FORTY EIGHT CENTAVOS (₱ 1,646.48)**, inclusive of the payment for SSS, PhilHealth, and Pag-IBIG (as indicated in the attached table of Standard Salary Rate for Contract of Services of DENR CALABARZON Region).
5. For the purpose of this Contract, the **FIRST PARTY** shall pay the **SECOND PARTY** a premium rate of **FOUR THOUSAND THREE HUNDRED EIGHTY EIGHT PESOS AND NINETY FIVE CENTAVOS (₱ 4,388.95)** to be paid on Year-End with a total of **NINE THOUSAND NINE HUNDRED TWENTY TWO PESOS AND EIGHTY FOUR CENTAVOS (₱ 9,922.84)**
6. That the **SECOND PARTY** shall pay the prevailing rate pursuant to the PhilHealth Circular 2020-0005. The said amount will be deducted in the **SECOND PARTY's** 's monthly salary.
7. That the **SECOND PARTY** shall perform forty (40) man-hours per week except during non-working holidays and other declared non-working day at a schedule to be set by the **FIRST PARTY**.
8. It is also understood that the "no-work no pay policy" shall be implemented except for those declared special non-working holidays.
9. That the **SECOND PARTY** shall submit an accomplishment report every 15th and end of each month together with the duly certified xerox copy of the monthly paid SSS and Pag-IBIG contributions to the Finance Division prior to the payment of his/her service.

10. That the compensation shall be paid every 15th and end of each month after compliance by the **SECOND PARTY** of all the requirements for its release; provided that any absences incurred by the **SECOND PARTY** for each regular working day shall be deducted from his/her compensation at a lawful and reasonable rate to be computed by the **FIRST PARTY**

11. The **SECOND PARTY** is office-based; If their assistance is needed on fieldwork, then, filling of Travel Orders will be allowed for DTR purposes only.

12. The **SECOND PARTY** is not allowed to claim actual transportation expenses.

13. That the **SECOND PARTY** shall undergo Drug Test as a requirement for his/her employment under the Contract of Service Provided in item 4.d of Memorandum dated December 12, 2018 of the Undersecretary for Administration, Finance, Human Resources, Information System, Legal, Legislative Affairs, and Anti-Corruption.

14. 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 the latter is not entitled to benefits enjoyed by the regular personnel of the **FIRST PARTY**. But, the **SECOND PARTY** shall abide by the governing Civil Service ruling on Code of Conduct of Government Officials and Employees, the Rules and Regulations imposed by the agency and the “Flag and Heraldic Code of the Philippines”.

15. That the **SECOND PARTY** shall be considered for appointment by the **FIRST PARTY** to the vacant positions by the latter subject to existing Civil Service Law and rules and agency CSC-approved Merit Selection Plan.

16. The **SECOND PARTY** shall submit Performance Evaluation Result before the Termination of this contract which be the basis for determining whether or not their services will be renewed.

17. The **SECOND PARTY** must submit a letter of resignation, and turn-over of work and property responsibilities one (1) month before the resignation. After the aforementioned requirements are submitted, the **FIRST PARTY** will issue a letter of acceptance and the last salary will be processed. If the **SECOND PARTY** fails to comply, the following sanctions will be imposed:

- The last salary and premium shall not be processed
- Non-issuance of Certificate of Employment
- Banned from applying for any vacant contract of service or permanent positions in DENR CALABARZON for 1 year from the date of separation without resignation

18. That this Contract may be terminated upon mutual agreement of the parties; if and when funds are no longer available or if the services of the **SECOND PARTY** is no longer needed.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____ 2024 at Calamba City, Laguna.

FIRST PARTY

SECOND PARTY

NILO B. TAMORIA, CESO III
Regional Executive Director

MARK KIM A. SACLUTI

RECOMMENDING APPROVAL:

RONITA A. UNLAYAO
OIC, Assistant Regional Director for Management Services

SIGNED IN THE PRESENCE OF:

Funds Available:

JEANELYN L. GURO-ARIASO
Chief, Accounting Section

MABEL C. GRASPARIL
Chief, Finance Division

REPUBLIC OF THE PHILIPPINES)

CITY OF CALAMBA) S. S.

BEFORE ME, a Notary Public this _____ day of _____ 2024 personally appeared the following:

Name	Community Tax Certificate No.	Date/Place Issued
NILO B. TAMORIA	_____	_____
MARK KIM A. SACLUTI	_____	_____

Known to me and to be the same persons who executed the foregoing instrument containing _____ pages, including this page, which they acknowledge to be their true and voluntary act and deed.

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

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