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# Bulacan State University

City of Malolos

**CONTRACT OF SERVICE**

This Contract is entered into by and between the Bulacan State University hereinafter referred to as the University, represented by **Dr. TEODY C. SAN ANDRES**, University President and **Ms/Mr\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as Instructor, a resident of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Whereas Bulacan State University wishes to hire **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** for the position of Instructor in the **College of Information and Communication Technology** and **Ms/Mr\_\_\_\_\_\_** wishes to be employed by the University, both parties agree to the terms of the contract.

The term of the contract shall be for one (*1*) **semester** commencing on **( DATE )**, and terminating **End of 1st semester 2023-2024**. This contract shall expire upon its terms, and neither party shall have any obligation to the other to enter into a new contract after the expiration of this contract. This contract may not be renewed or extended without need of further notice.

This Contract shall be further subject to the following terms and conditions that:

1. The Instructor shall receive compensation at a basic hourly rate of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**per hour, subject to existing accounting and auditing rules and regulations. Payment of honorarium will be made on the fifteenth (15th) and last working day of the month. Pag-ibig deductions and income tax withholding will be made from honorarium at the rate provided by the law;

2. As per Revenue Memorandum Circular No. 51-2018 dated June 08, 2018, if the Instructor submits his/her Income Payee’s Sworn Declaration of his/her gross receipts/sales to the lone income payor/withholding agent with a copy of Certificate of Registration, he/she will be subjected to five percent (5%) withholding tax rate. However, if the instructor failed to submit the same, he/she will be subjected to ten percent (10%) withholding tax rate;

3. The Instructor will report for work at the University rendering **\_\_** hours per week and accepts and agrees to serve the University in this position; **(CICT-\_\_)**

4. The Instructor will render synchronous and asynchronous classes, and willing to conduct classes under Small Private Online Courses (SPOC);

5. The Instructor will render services during the entire duration of this contract as specified in the approved Position Description Form (PDF);

6. The Instructor cannot pre-terminate this contract without the approval of the University President, otherwise the Instructor shall be liable for damages for BREACH OF CONTRACT; in case of pre-termination of contract without the approval of the University President, the Instructor shall refund to the University as penalty, twenty-five (25%) of all compensation received from the University, for which the University has the right to forfeit any amount accruing in his/her favor immediately prior to his/her termination of contract;

7. The honorarium corresponding to the last period of his/her contract shall not be released unless prior clearance is obtained, copy of which is submitted to the accounting office of the University;

8. The basis of compensation is based on no work- no pay rule, hence the Instructor is not entitled to receive compensation during the semester breaks, Christmas holidays, and such other regular holidays;

9. The Instructor is not entitled to any benefits due to a regular employee of BulSU;

10. The Instructor shall faithfully discharge his/her duties, comply in good faith with all existing policies and regulations of the University, as well as with those that may be subsequently adopted after signing this Contract not inconsistent with any stipulations herein;

11. Should the Instructor desire to voluntarily terminate his/her employment, he/she shall serve a written notice to the University at least thirty (30) days before the intended date of termination;

12. Under this Contract of limited and definite period, the Instructor shall not acquire any tenurial right, seniority or permanence of status;

13. The University reserves the right to terminate the services of the Instructor when performance is rated Unsatisfactory (US);

14. The University reserves the right to terminate this Contract anytime based on its judgment that it is for the good of the University to do so;

15. This Contract shall be subject to all existing rules and regulations of the University and such others as may be promulgated from time to time.

President

Competent Evidence of Identity (CEI):

Issued at:

Issued on:

Conformed:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Faculty

Competent Evidence of Identity

(CEI):

Issued at:

Issued on:

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SIGNED IN THE PRESENCE OF:

1. **DR. KENO C. PIAD** 2. **DR. ROMEO DC. INASORIA**

Dean/Head Chancellor

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

IN THE CITY OF MALOLOS

Before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023 at City of Malolos, Philippines, personally appeared the above-named persons with their CEI issued on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the same persons who executed the foregoing instruments and they acknowledged to me that the same is their free act and deed.

This instrument consisting of two (2) pages including this page where the acknowledgement is written have been signed by the parties together within their instrument witnesses in each and every page thereof WITNESS MY HAND AND SEAL.

Notary Public

Doc. No. \_\_\_\_\_/Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_/Series of 2023