

CONTRACT OF SERVICES

This Contract entered by and between:

UNIVERSITY OF THE PHILIPPINES, the national university, created by virtue of Act No. 1870 as amended, and strengthened by Republic Act No. 9500, through its constituent university, University of the Philippines Los Baños with principal office at College, Laguna, Philippines represented herein by **DR. ROSSANA MARIE C. AMONGO**, College of Engineering and Agro-Industrial Technology Dean, hereinafter referred to as the “UNIVERSITY”;

-and-

ARBYN ACOSTA, of legal age, Filipino, and with residence address at **255 Velasco Extension, Barangay 7, Caloocan, Metro Manila, 1400**, herein referred to as the “SECOND PARTY”;

WITNESSETH:

1. That the UNIVERSITY is in need of the services of the SECOND PARTY who shall perform work not performed by the regular personnel of the UNIVERSITY;
2. That the SECOND PARTY has signified his intention, which the UNIVERSITY has accepted, to provide the services needed by the latter;
3. That the SECOND PARTY hereby possesses the education, experience, and skills, as required to perform the job as described herein;
4. That the SECOND PARTY hereby attests that he is not related within the third degree of consanguinity or affinity to the: 1) hiring authority and/or 2) representative of the UNIVERSITY; that he has not been previously dismissed from government service by reason of administrative offense;
5. That in view hereof the SECOND PARTY is hereby engaged as **an Information Technology Officer I from JULY 1, 2022 to OCTOBER 31, 2022** in the PCIEERD-DOST funded project entitled “**Activity-Based Modelling for Transport Last Mile Mobility and Decision Support System Under COVID-19 Pandemic (ACTS)**” in consideration of the monthly rate amount of **Fifty-Nine Thousand Eight Hundred Two Pesos (Php59,802.00)**; charged against **FUND CODE: N832932**.
6. That as an **Information Technology Officer I** under “**Activity-Based Modelling for Transport Last Mile Mobility and Decision Support System Under COVID-19 Pandemic (ACTS)**” in the UNIVERSITY’s **Department of Civil Engineering**, the SECOND PARTY is expected to perform the following functions:
 - a. Develop detailed software architecture of ACTS software, with the technical assistance of the researchers of the project
 - b. Specify the technical requirements for the development and validation of ACTS software
 - c. Produce a working prototype ACTS software
 - d. Perform verification and system tests on ACTS software
 - e. Runs validation analysis/simulations for research work utilizing ACTS software
 - f. Assist in the development of training modules for the utilization of ACTS software
 - g. Assist in the conduct for training for the utilization of ACTS software
 - h. Provide input with regards to software development outputs and simulations, to the writing of paper for publication.
 - i. Develop website for ACTS
 - j. Other tasks assigned by the Expert Consultants on Software Development and the Project Leader
7. That given the nature of the project and the duties of the Second Party as specified herein, the Second Party shall be entitled to claim expenses for local travel such as reasonable transportation costs, food, accommodation, per diem, and/or travel insurance in accordance with the needs of the project, the donor/funding agency’s guidelines, and applicable government rules and accounting procedures.

8. That the SECOND PARTY shall perform work at a time and schedule to be agreed upon by both parties;
9. That it is understood that this contract does not create an employer and employee relationship between the UNIVERSITY and the SECOND PARTY, that the services rendered hereunder are not considered as bases for entitlements to leave privileges and other benefits enjoyed by the regular personnel of the UNIVERSITY, such as but not limited to PERA and RATA;
10. Notwithstanding the fixed duration of this contract, the services of the SECOND PARTY may be terminated earlier than the expiration date due to unsatisfactory service, unavailability of funds, early completion or discontinuance of the project, or other reasons within the control of the SECOND PARTY.
11. All intellectual outputs produced in the course of or as a result of this Contract shall belong to UNIVERSITY.
12. The Parties shall treat as confidential the terms of this Contract and all information supplied by or on behalf of one to the other pursuant to this Contract. The Parties agree that the duty of confidentiality shall continue after the termination or expiry of this Contract.
13. In case of conflict between the Parties arising from this Contract, both Parties agree to freely and voluntarily submit themselves to the necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. Existing University policies on alternative dispute resolution shall be followed by the Parties.
14. Should the Parties fail to reach an amicable settlement of their dispute, the same shall be submitted to arbitration, in accordance with the Philippine Law on Arbitration. However, should the dispute between the Parties reach the courts of law, the Parties agree that the competent courts of _____ shall have exclusive jurisdiction over the same.

IN WITNESS WHEREOF, both parties have hereunto set their hands this _____ day of _____
2022 at the **DEPARTMENT OF CIVIL ENGINEERING, CEAT, UPLB.**
SOURCE OF FUND: N832932

UNIVERSITY OF THE PHILIPPINES

SECOND PARTY

By:

By:

ROSSANA MARIE C. AMONGO
*Dean, College of Engineering and
Agro-Industrial Technology*

ARBYN ACOSTA
Information Technology Officer I

SIGNED IN THE PRESENCE OF:

MA. BERNADETH B. LIM
Project Leader

JEDIDIAH JOEL C. AGUIRRE
Chair, DCE, CEAT

Noted by:

NATHANIEL C. BANTAYAN
Vice-Chancellor for Res. & Extn

ERIC PAUL D. PERALTA
Director, HRDO

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
Los Baños, Laguna

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

NAME	GOVT. ISSUED ID NO.	DATE/PLACE ISSUED
ROSSANA MARIE C. AMONGO	CRN-006-0096-5707-6 (GSIS UMID)	
ARBYN ACOSTA	TIN: 347-956-411-000	

Known to me to be the same persons who executed the foregoing instrument and acknowledge to me that the same is their own free will and voluntary act and deed.

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

WITNESS MY HAND AND SEAL, this ____ day of _____ 2022 at Los Baños, Laguna, Philippines.

NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of 2022