CONTRACT OF SERVICE

**KNOW ALL MEN BY THESE PRESENTS:**

These agreement is entered into by and between the **DEPARTMENT OF SCIENCE AND TECHNOLOGY, REGION CALABARZON**, with office address at Jamboree Road, Timugan, Los Baños, Laguna, herein represented by ${agency\_head\_name}, ${agency\_head\_designation}, hereinafter referred to as the **“FIRST PARTY”**.

# AND

**${name}**, of legal age, ${nationality}, a resident and with postal address at **${address}** hereinafter referred to as **“SECOND PARTY”**.

# -WITHNESSETH-

1. That the FIRST PARTY is in need of the services of the SECOND PARTY who shall perform work not performed by the regular personnel of the former;
2. That the SECOND PARTY has signified his/her intention, to which the FIRST PARTY has accepted, to provide the service needed by the latter;
3. That the SECOND PARTY hereby possesses the education, experience and skills 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 FIRST PARTY; that he has not been previously dismissed from government service by reason of an administrative offense; and that he has not already reached the compulsory retirement age of sixty-five (65).
5. That in view hereof, the SECOND PARTY is hereby contracted as **${employment\_title}** for the period of ${contract\_duration},in consideration of the monthly rate of **${salary\_rate}** to be paid on a bi-monthly basis, for “*${charging}”* in accordance with DOST IV-A Memorandum No. 52 dated December 22, 2016.
6. That as **${employment\_title}**, the SECOND PARTY is expected to perform the following functions:
7. ${dar0}
8. ${dar1}
9. ${dar2}
10. ${dar3}
11. ${dar4}
12. ${dar5}
13. ${dar6}
14. ${dar7}
15. That the SECOND PARTY shall perform work at a time and schedule to be agreed upon by both parties;
16. That the SECOND PARTY agreed to be evaluated based on the list of deliverables made part of this contract as Annex A (PCD Target) and Annex B (PCD Rating);
17. That all oral or written information provided by the FIRST Party to the second party, regardless whether the information was provided before or after the date of this agreement, remains to be exclusive property of the Department of Science and Technology CALABARZON and cannot be divulged, in any manner, by the second party to any other person without the prior written approval of the First party; and
18. 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 as government service; and that the latter is not entitled to benefits enjoyed by the regular personnel of the FIRST PARTY.

**IN WITNESS WHEREOF**, both parties have hereunto set their hands this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, DOST Region IV CALABARZON, Los Baños, Laguna, Philippines.

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **${first\_party\_name}** | **${second\_party\_name}** |
|  |  |

Signed in the presence of:

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **${first\_witness\_name}**  **${first\_witness\_designation}** | **${second\_witness\_name}**  **${second\_witness\_designation}** |
|  |  |

|  |  |
| --- | --- |
| **Certified Allotment Available** | **Certified Funds Available** |
| **­­­­­­­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **${current\_budget\_officer\_name}** | **${current\_accountant\_name}** |
| **${current\_budget\_officer\_designation}** | **${current\_accountant\_designation}** |

###### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

**BEFORE ME**, a Notary Public for and in the above jurisdiction, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared the following persons:

|  |  |  |
| --- | --- | --- |
| **Name** | **Government Issued ID** | **Date and Place Issued** |
| ${agency\_head\_id\_name} | ${agency\_head\_id\_number} | ${agency\_head\_id\_date\_issued} |
| ${second\_party\_id\_name} | ${second\_party\_id\_number} | ${second\_party\_id\_date\_issued} |

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

This instrument consists of \_\_\_ pages including this page wherein this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND SEAL**, this day of 2021

at , Philippines.

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