

CONTRACT OF SERVICE

(RENEWAL)

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered by and between:

Industrial Technology Development Institute, a government agency with office address at **Gen. Santos Ave., DOST Cmpd, Bicutan, Taguig, M.M.**, herein represented by **ANNABELLE V. BRIONES, Ph. D. Director, ITDI**, hereinafter referred to as the "First Party."

-and-

MAECHAEL GREGORE D. ELCHICO, of legal age, Filipino and with residence/office address at **423 Luna Ext., San Roque, San Pedro City, Laguna**, hereinafter referred to as "Second Party" under the program entitled "**Technical Support for the DOST Regional Food Innovation Centers (RFICs)**"

-WITNESSETH-

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 First Party;
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/she 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/she has not been previously dismissed from government service by reason of an administrative offense; that he/she has not already reached the compulsory retirement age of sixty-five (65);
5. That in view hereof, the Second Party is hereby contracted as a **Computer Programmer II** for the period **January 1, 2022 to February 28, 2022** in consideration of the monthly rate of **Forty Thousand Two Hundred Ninety Pesos (Php 40,290.00)** to be paid on a **monthly** basis.

ANNABELLE V. BRIONES, Ph. D.
Director

THERESA MARIE N. CHAN-SEE
Project Leader

MAECHAEL GREGORE D. ELCHICO
Second Party

ANNABELLE V. BRIONES, Ph.D.
Director

THERESA MARIE N. CHAN-SEE
Project Leader

MAECHAEEL GREGORE D. ELCHICO
Second Party

6. That as a **Computer Programmer II**, the Second Party is expected to perform the following functions:

- Gather data for RFICs Information System
- Develop Information System for RFICs Project
- Provide ICT Technical Support and assistance to the project
- Implementation of new developed IS to all RFICs beneficiaries
- Other duties that may be assigned

7. That any technologies/intellectual property resulting from the engagement of the services of the party of the second part during the duration of his employment shall remain as the property of the **INSTITUTE**;

8. That the Second Party shall perform work on official time;

That the second party shall fulfill the contract period as specified in Provision No. 5 of this contract, however, the First Party has the right to terminate or cancel this Contract after observing due process for just and valid causes.

Termination may be due to any, but not limited to the following:

- (a) Inefficiency;
- (b) Incompetence;
- (c) Tardiness;
- (d) Insubordination;
- (e) Breach of confidentiality or non-disclosure;
- (f) Violation of the agency's Rules and Regulations; and,
- (g) Other analogous or related causes.

Items a and b will be defined by the Project Leader based on the performance of the Second Party should there be a reason for just and valid causes.

9. The Second Party may tender resignation by serving a written notice effective on a specific date which shall not be less than thirty (30) days from the date of such notice or as mutually agreed upon by the Second Party and the Project Leader and/or the concerned Division Chief and approved by the First Party.

10. 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 _____, 2022 at _____

INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE

Name of Agency

By: **ANNABELLE V. BRIONES, Ph. D.**
Director

MAECHAEL GREGORE D. ELCHICO
Second Party

Signed in the presence of:

THERESA MARIE N. CHAN-SEE
Project Leader

MERLITA M. REGONDA
Supv. Administrative Officer, OIC-ADM

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

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

NAME	GOVERNMENT- ISSUED ID	DATE/PLACE
ISSUED		

1. Annabelle V. Briones, Ph. D. PASSPORT ID#S0010495A OCT.06, 2017/DFA, NCR

2. Maechael Gregore D. Elchico

Known to me to be same persons who executed the foregoing instrument and acknowledged 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 _____, Philippines.

NOTARY PUBLIC

Doc. No. _____ :
Page No. _____ :
Book No. _____ :
Series of 2022