**CONTRACT OF SERVICES**

This contract entered into by and between:

**UNIVERSITY OF THE PHILIPPINES,** a state institution of higher learning established and operating under Act No. 1870 as amended, with principal office address at Diliman, Quezon City, represented herein by **DR. XXX**, Professor at the Institute of Biology and Project Leader of the **DOST-funded Project** entitled **“XXX”**, hereinafter referred to as the “UNIVERSITY”,

and

**MS./MR. XXX**,of legal age, Filipino and with residence at **XXX, Quezon City**,hereinafter referred to as “**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/her intention, to which the UNIVERSITY 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 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 UNIVERSITY; that he/she has not been previously dismissed from the government service by reason of an administrative offense. and 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 **Project Technical Specialist** **I** from **XXX to XXX** in consideration of the monthly rate of **Php XXX** to be paid on a twice a month basis, charged against **Project Name** with **Trust Fund Account Code: XXXXX**
6. That as a **Project Technical Specialist I** at the UNIVERSITY’s Institute of Biology, College of Science, U.P. Diliman, Quezon City under the project indicated above, the SECOND PARTY is expected to perform the following services:
	1. Leads and oversees the development and execution of laboratory activities;
	2. Facilitates the procurement of supplies, reagents, and equipment needed for the assigned project according to its approved line-item budget;
	3. Provides copies of detailed protocols of all experiments;
	4. Provides electronic copies of summarized experimental results;
	5. Submits summarized experimental results to be presented semi-annually at a laboratory meeting;
	6. Prepares electronic copies of progress reports, annual reports, terminal reports, and other documents needed by the funding agency;
	7. Disseminates research findings to the public and/or scientific community;
	8. Prepares at least one (1) manuscript for publication;
	9. Helps accomplish the 6Ps and 2Is described in the assigned project(s);
	10. Performs other duties as assigned.
7. That the SECOND PARTY shall perform work at a time and schedule to be agreed upon by both parties;
8. That the SECOND PARTY shall not disclose information / data generated during the program without the approval of the UNIVERSITY.
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 and as bases for establishments to leave privileges and other benefits enjoyed by the regular personnel of the UNIVERSITY, such as but not limited to PERA, ACA 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 during or as a result of this Contract shall belong to the 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 submit themselves freely and voluntarily 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. 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.

IN WITNESS WHEREOF, both parties have hereunto set their hands this \_\_\_\_\_\_

day of \_\_\_\_\_\_\_ 2023 at Quezon City.

UNIVERSITY OF THE PHILIPPINES SECOND PARTY

BY: BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XXX, Ph. D. Full name**

**Project Leader Project Technical Specialist** **I**

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IAN KENDRICH C. FONTANILLA, Ph.D. RICKY B. NELLAS, Ph.D.**

**DIRECTOR- INSTITUTE OF BIOLOGY ASSOCIATE DEAN FOR RESEARCH, INNOVATION,**

**INSTITUTE OF BIOLOGY DEVELOPMENT AND ENTERPRISE (AD RIDE)**

 **COLLEGE OF SCIENCE**

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)

Quezon City, Metro Manila ) S.S.

 BEFORE ME, a Notary Public for and in Quezon City, on this \_\_\_the day of \_\_\_\_\_\_2023 personally appeared the following:

| **Name** | **Competent Evidence of Identities** |
| --- | --- |
| FULL NAME OF STAFF | Gov’t ID Number: XXXValid until: 13/12/2028 |
| FULL NAME OF PROJECT LEADER | UP Employee number: XXXFaculty |

known to me to be the same persons who executed the instrument and they acknowledged to me that the same is their own free will and voluntary act and deed.

 This instrument consists of four (4) pages including this page wherein this Acknowledgement is written and signed by the parties and their instrument witnesses on each and every pages hereof.

 WITNESS MY HAND AND SEAL, this \_\_\_\_ day of \_\_\_\_\_\_\_ 2023 at Quezon City, Philippines.

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