

CONTRACT OF CONSULTANCY

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between the:

PHILIPPINE RICE RESEARCH INSTITUTE, a chartered government corporate entity under the Department of Agriculture (DA), with office address at Maligaya, Science City of Muñoz, Nueva Ecija, herein represented by **JOHN C. DE LEON**, Executive Director, hereinafter referred to as "**PhilRice**";

-and-

SILVESTRE C. ANDALES, of legal age, Filipino, and with residence address at #2 Narra St., Asiaville Subdivision Masaya, Bay, Laguna, Philippines 4033, hereinafter referred to as "**Post-harvest and Farm Mechanization Expert**";

-WITNESSETH-

Whereas, **PhilRice** needs the services of an expert on post-harvest and farm mechanization that cannot be provided by the regular personnel of **PhilRice**;

Whereas, the **Post-harvest and Farm Mechanization Expert (hereinafter referred to as Expert)** possesses the requisite education, experience, training, and skills, and is ready, willing, and able to efficiently provide the services as prescribed, and attests that he is not related within the third degree of consanguinity or affinity to the Executive Director of **PhilRice**, the signatories to this contract, the requisitioner, or the immediate supervisor; and has not been previously dismissed from the government service;

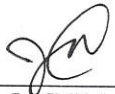
Now, therefore, for and in consideration of the foregoing premises, **PhilRice** and the **Expert** agree to the following terms and conditions of the contract:

1. The **Expert** shall render the following services for the period **July 01 – December 31, 2020**:
 - Provide technical guidance in enhancing, developing and implementing the Rice Farm Modernization and Mechanization R4D program and projects at CES and Branch Stations in accordance with the Rice Tariffication Act;
 - Assist PhilRice in liaising with PhilMech, CEAT, UPLB, PCAARRD, BAFE, PCAF in pursuing complementary roles in reinvigorating the rice seed industry through the Rice Competitiveness Enhancement Fund;
 - Mentor Branch Station research and development staff; review/enhance project reports, scientific papers and publications on farm modernization and mechanization;
 - Help PhilRice develop and promote a viable system of mechanized custom service provision in collaboration with the private sector;
 - Advise PhilRice on the evaluation of the Brown Rice Milling System (BRMS) in the Branch Stations and CES;
 - Actively participate in all PhilRice R4D reviews and conferences at CES and Branch Stations; and
 - Regularly meet with PhilRice CES and Branch Station management to help troubleshoot R4D operations especially on farm modernization and mechanization.
2. The **Expert** shall comply with the PhilRice Intellectual Property Policy and its implementing guidelines, and specifically, to: Disclose promptly to PhilRice any intellectual property or any information thereto which he may solely or jointly with other discover, generate or create in the performance of this contract, or with use

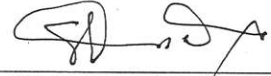
of PhilRice funds, facilities, or services: to do all things necessary to assist PhilRice in protecting and commercializing the intellectual property: use any proprietary information on any intellectual property of PhilRice only in the performance of this contract and employ all reasonable precautions to assure that they are not disclosed to unauthorized persons or used in an unauthorized manner, both during this contract or affiliation: and for a period of five (5) years after this contract.

3. In consideration of services actually rendered by the **Expert** as certified by the Executive Director, in accordance with the time and schedule to be imposed, **PhilRice** shall pay the **Expert** the amount of **TWENTY THOUSAND PESOS (P20,000.00)** per month, payable by check and to be collected from the PhilRice Cashier once a month.
4. The **Expert** shall be entitled to per diem whenever required to travel, subject to existing rules and regulations. The **Expert** shall also be entitled to support for the conduct of approved research work.
5. This contract does not create an employer-employee relationship between **PhilRice** and the **Expert**; the services rendered not considered as Government service; and that the **Expert** is not entitled to benefits enjoyed by the regular personnel of **PhilRice**. **PhilRice**, however, is not precluded from granting incentives due to excellent organizational performance from time to time, provided, the grant of such incentives shall not be construed as to have established an employer-employee relationship between **PhilRice** and the **Expert**; subject to availability of funds, and the existing auditing rules and regulations.

IN WITNESS WHEREOF, both parties have hereunto set their hands this ____ day of _____ at Maligaya, Science City of Muñoz, Nueva Ecija.



JOHN C. DE LEON
PhilRice



SILVESTRE C. ANDALES
Post-harvest and
Farm Mechanization Expert



EDUARDO JIMMY P. QUILANG
Witness

Signed in the presence of:



JOSELITO A. KALAW
Witness

Certified Funds Available




MARY GRACE B. CORPUZ
Head, Finance Division

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Nueva Ecija) S.S.
Science City of Muñoz)

BEFORE ME, this 18th day of AUG 18 2020 personally appeared **JOHN C. DE LEON** and **SILVESTRE C. ANDALES** with their valid IDs appearing below their respective names, personally known to me to be the same persons who executed the foregoing instrument consisting of three (3) pages duly signed by them and their instrumental witnesses on each and every page, and who acknowledged the same to be their own free voluntary act and deed.


RODOLFO T. TOBIAS
Notary Public
Until December 31, 2020
PTR No. 1002851 ; 01-02-2020
Science City of Muñoz, Nueva Ecija
Roll No. 39824
MCLE Compliance No. VI-0006549

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