

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service is made and entered by and between the:

PHILIPPINE RICE RESEARCH INSTITUTE, a government-owned and controlled corporation with original charter and with office address at Maligaya, Science City of Muñoz, Nueva Ecija, herein represented by **SOPHIA T. BORJA**, OIC, DED for Administrative Services and Finance, hereinafter referred to as "**PhilRice**";

-and-

PATROCENIA V. DELA YOLA with address at Maligaya, Science City of Muñoz, Nueva Ecija, hereinafter referred to as "**Contractor**";

-WITNESSETH-

Whereas, **PhilRice** is in need of the services of the **Contractor** who shall render services which the regular personnel of PhilRice; cannot perform;

Whereas the **Contractor** as independent contractor possesses the requisite education, experience, training and skills required and is ready, willing and able to efficiently perform the job as prescribed; warrants that he is not related within the third degree of consanguinity or affinity to the Executive Director of **PhilRice**, the signatories of this contract, the requisitioner, or the immediate supervisor; has not been previously dismissed from the government service; has not already reached the compulsory retirement age of sixty-five (65); and agrees to comply with PhilRice and government rules and regulations.

Now, therefore, for and in consideration of the foregoing premises **PhilRice** and the **Contractor** agreed to the following terms and conditions of the contract of service:

1. The **Contractor** by his own independent means and methods and under minimum guidance and supervision shall render service for the period **April 1, 2023 to May 30, 2023** which may be terminated by PhilRice at anytime for any valid reason, to perform the following functions:

Straight contract for manual harvesting of 40ha BDD Seed Production Area (Foundation and Registered Seeds) threshing and bagging of harvested seeds and hauling of threshed seeds from field to warehouse and straight contract for hauling of approximately 7,000 bags harvested-threshed (combine) seeds and palay.

2. The **Contractor** 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 others discover, generate or create in the performance of this contract, or with the use of PhilRice funds, facilities, or services; 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. The Contractor shall comply with the Integrated Management System (IMS) Rules, Environmental Policy, Procedures, Programs and Projects of PhilRice. The contractor shall pay P500.00 per violation of IMS rules and regulations, to be paid directly to the PhilRice cashier.
4. In consideration of services actually rendered by the **Contractor** as certified by the Head of Division or unit, in accordance with the time and schedule to be imposed, **PhilRice** shall pay to the **Contractor** the amount of **Seven Hundred Forty Thousand Pesos Only (PhP 740,000.00)**, payable based on progress billings. Any uncompleted task shall be performed beyond the contract period at no additional cost to PhilRice.





Patrocenia V. Dela Yola




5. This contract does not create an employer-employee relationship between **PhilRice** and the **Contractor**, 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 **PhilRice**. PhilRice however is not precluded from granting incentives due to excellent organizational performance from time to time, subject to availability of funds, and the existing auditing rules and regulations.
6. Disbursement of funds under this contract shall be in accordance with existing government accounting and auditing rules and regulations.
7. The exclusive venue for any legal action arising from this contract shall be the Municipal Trial Court of the Science City of Muñoz or the Regional Trial Court of Baloc, Sto. Domingo, Nueva Ecija.

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


SOPHIA T. BORJA
PhilRice
ID Number: 02-1103
Date Issued: November 2022
Place Issued: PhilRice


PATROCENIA V. DELA YOLA
Contractor
ID Number: 16675
Date Issued: July 2020
Place Issued: Talavera, Nueva Ecija


MAUREEN P. CAPISTRANO
Witness

Signed in the presence of:


JOSE A. ORCINO
Witness


*Certified funds available in the amount of **PhP 740,000.00***


MARY GRACE D. CORPUZ
Accountant

In SCIENCE CITY OF MUÑOZ, Philippines, this APR 04 2023 of 202 personally appeared to me, **PATROCENIA V. DELA YOLA** with his Community Tax Certificate No. _____ issued on _____ at _____ who is known to me and to me known to be the same person who executed the foregoing instrument and acknowledge to me under oath the same in his true and voluntary deed.

WITNESS MY HAND AND SEAL, on the date and place above written.

Doc. No. / 57
Page. No. 32
Book No. 380
Series of 2023


RODOLFO T. TOBIAS
Notary Public
Until December 31, 2024
Notarial Commission No. SD2023-002
PTR No. 6875148; 01-03-2023
Science City of Muñoz, Nueva Ecija
Roll No. 39824
MCLE Compliance No. Vm-0001310