

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract of service entered into and executed this _____ at _____, by and between:

The _____, an instrumentality of the government of the Republic of the Philippines, represented by _____, hereinafter referred to as the **FIRST PARTY**;

-and-

_____, Filipino, of legal age, (marital status), with residence and postal address at _____, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH:

That pursuant to the provisions of CSC Memorandum Circular No. 38 (Omnibus Guidelines on Appointments) and the DOLE Administrative Order No. 121, series of 1997, authorizing the contracting of services in the DOLE where manpower is inadequate, to be able to effectively and efficiently deliver services, the following terms and conditions are hereby set:

1. That the **SECOND PARTY** is fully competent to render services as a Project-based Individual-(Designation: Area Supervisor or Enumerator) in connection with the conduct of the _____ in accordance with the professional qualifications he/she alleged in the attached information sheet.
2. That the **SECOND PARTY** is specifically contracted by the **FIRST PARTY** to: (enumerate duties and responsibilities of area supervisor or enumerator as applicable)
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3. That the **FIRST PARTY** for and in consideration of the services rendered agrees to pay the **SECOND PARTY**, on a bi-monthly basis

Area Supervisor: --- the amount of _____ per month and the reimbursement of actual travelling expenses related to the conduct of the surveys but not to exceed the amount of _____.

Enumerator: ---the amount of fifty pesos (₱ 50.00) per establishment delivery. An establishment for which no delivery was made due to closure, non-location, duplication, strike, refusal and similar reasons shall also be remunerated the same amount subject to the verification of the establishment status by the supervisor.

The amount of one hundred fifteen pesos (₱ 115.00) for each collected/retrieved EHES or OIS questionnaire, subject to the acceptance of the questionnaire/verification of its authenticity by the supervisor.

(Optional: The enumerator is entitled to the reimbursement of actual travelling expenses related to the conduct of the surveys but not to exceed the amount of _____.)

- 4. That this contract takes effect from _____ to _____.
- 5. That notwithstanding the fixed duration of the employment, this contract of services can be terminated anytime by the **FIRST PARTY** for just cause such as but not limited to the unsatisfactory performance of the **SECOND PARTY** and only after due notice to the **SECOND PARTY** at least five (5) days prior to his/her termination.
- 6. That the herein parties do hereby agree and accept that there will be no employee-employer relationship between them during the tenure of this contract of service. As such, the **SECOND PARTY** shall not be subject to pertinent CSC rules and regulations and shall not enjoy the benefits given to government employees.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____ day of _____ at _____.

FIRST PARTY

SECOND PARTY

SIGNED IN THE PRESENCE OF:

WITNESS

WITNESS

CERTIFIED FUNDS AVAILABLE: