

# SERVICE AGREEMENT

## BETWEEN

Silliman University of 1 Hibbard Avenue, Dumaguete City, Negros Oriental  
(the “Customer”)

- AND -

Carlos Romarate Jr of Calindagan, Dumaguete City  
(the “Service Provider”).

## BACKGROUND:

1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
2. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

### Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the “Services”) consisting of:

• Maintenance of the official Silliman University website (<https://su.edu.ph>) and to do the following:

- Bug fixes
- Update content where necessary
- Update codes, templates, plugins
- Help with server maintenance

2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

## **Term of Agreement**

3. The term of this Agreement (the “Term”) will begin on **August, 2021** and will remain in full force and effect until **July 2022**.

4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days notice to the other Party.

5. Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement.

## **Performance**

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **Compensation**

7. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the “Compensation”) to the Service Provider as follows:

- The Customer will pay the Service Provider **Php 3,500** every end of the month or the last work day of the month.

8. The above Compensation includes all applicable sales tax, and duties as required by law.

## **Confidentiality**

9. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

10. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

11. All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

### **Capacity/Independent Contractor**

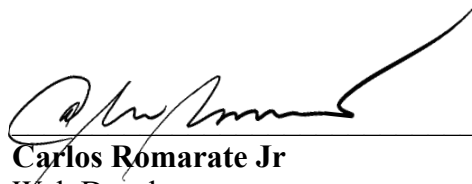
12. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand on this August 25, 2021.

**SIGNED** in the presence of:

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**Melita Aguilar**  
OIP Director  
Silliman University



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**Carlos Romarate Jr**  
Web Developer  
Service Provider