



Republic of Philippines
DEPARTMENT OF EDUCATION



DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 632-13-01, Website <http://www.deped.gov.ph>

MA. GRACE J. MALALUAN
Consultant's Witness

PROJECT: Hiring of Technical Consultant for Supervising Undersecretary for Education Futures Unit
CONTRACT NO.: 2020-OSEC2(004)-BV-NPHTC021-C006

CONTRACT OF CONSULTANCY SERVICES

THIS CONTRACT made this 08 day of JAN 2021 in PASIG CITY Philippines, by and between:

KRUPSKAYA M. AÑONUEVO
Consultant

The **DEPARTMENT OF EDUCATION (DEPED)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at DepEd Complex, Meralco Avenue, Pasig City, herein represented by its Undersecretary, **ATTY. NEPOMUCENO A. MALALUAN**, as per DepEd Order No. 67, s. 2016 (and its amendments) hereinafter referred to as the "**DepEd**"; and **KRUPSKAYA M. AÑONUEVO**, of legal age, Filipino and with residence and postal address at No. 20 Calla Lilly St., St. Dominic I, Brgy. Bahay Toro, Quezon City, Philippines, hereinafter referred to as, the "**CONSULTANT**";

WHEREAS, under Section 53.7 of the Republic Act (R.A.) 9184 and its revised Implementing Rules and Regulations (IRR), negotiated procurement for Highly Technical Consultant may be resorted to in the case of individual consultants hired or engaged to do work that is highly technical or proprietary;

JOHN JOSHUA G. BULJALAO
DEPED's Witness

WHEREAS, the **DepEd**, through the Office of the Secretary, pursuant to the approved Resolution to Hire Consultant No. 2020-OSEC2(004)-BV-NPHTC-021, dated 09 September 2020, on the hiring of highly technical consultant who shall perform work that cannot be performed by regular personnel of **DepEd**, engages the services of the **CONSULTANT** for the aforementioned purpose.

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

I. CONTRACT DOCUMENTS

The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

1. Resolution to Hire Consultants No. 2020-OSEC2(004)-BV-NPHTC-021, dated 09 September 2020, and all its attachments;
2. Notice of Award;
3. Terms of Reference;

II. DURATION OF ENGAGEMENT

This Contract will be for **THREE (3) MONTHS**. Extension of the period may be allowed on justifiable ground as determined by and/or subject to the

Neponuceno A. Malaluan
ATTY. NEPOMUCENO A. MALALUAN
Department of Education

approval of DepEd, provided that it shall be at no additional expense for DepEd, other than what is stipulated in this Contract.

III. TERMS OF REFERENCE

The CONSULTANT will execute her duties and responsibilities as stated in Clause V of this Contract and will submit the following required/expected outputs as provided in the Terms of Reference:

1. Comment and recommendation for each reviewed DepEd Order and Memorandum;
2. Identification of direct and indirect links between each reviewed DepEd Order and Memoranda and the policy research agenda of the Education Futures Unit;
3. Documentation of exchanges with, and additional information from, proponent offices;
4. Periodic Summary Reports of reviewed DepEd Orders and Memoranda, showing common themes and policy development practices; and
5. Technical assistance to the Chief of Staff/Supervising Undersecretary and/or the Secretary.

IV. PAYMENT

DepEd shall pay, subject to government accounting and auditing rules and regulations, the services of the CONSULTANT in the total amount of **PHILIPPINE PESOS ONE HUNDRED FORTY-FOUR THOUSAND and 00/100 (Php144,000.00)**, inclusive of VAT, to be made based on deliverables as payment milestones for a period of three (3) months. This is subject to submission of accomplishment report as payment to justify payment, detailed as follows:

Payment Schedule	Remuneration
Upon submission of First Monthly Progress/Accomplishment Report	Payment of 30% of the contract price
Upon submission of Second Monthly Progress/Accomplishment Report	Payment of 30% of the contract price
Upon submission of Third Monthly Progress/Accomplishment Report	Payment of remaining balance or 40% of the contract price

V. CONSULTANT'S RESPONSIBILITIES

The CONSULTANT will execute her duties and responsibilities as stated in the Terms of Reference, as follows:

a. Policy Development

- i. Review proposed DepEd Orders and Memoranda and their corresponding summaries, draft enclosures and policy analysis documentation from the proponent offices;

Consultant's Witness

Consultant

DEPED's Witness

Department of Education


Consultant's Witness


KRUPSKAYA M. AÑONUEVO
Consultant


JOHN JOSHUA H. DULULAO
DEPED's Witness


REP. NEPOMOCENO A. MALALUAN
Department of Education

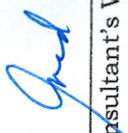
- ii. Request for discussion, clarification, additional information, or documents from the proponent offices in the conduct of the review;
- iii. Provide comments and recommendations to improve the proposed DepEd Orders and Memoranda, and ensures that the proposed policies:
 - Have been developed after exhaustive policy analysis;
 - Are based on reliable evidence and meaningful consultations;
 - Complete, clear and not open to confusion or misinterpretation;
 - Consistent with the values, mandate, issuance and ten-point agenda/Sulong Edukalidad thrust of DepEd, and with laws and policy issuances of other agencies;
 - Enable and empower education stakeholders, and are not overly restrictive;
 - Incorporate best fit practices which are socially and culturally equitable, gender sensitive, and reflective of stakeholder needs and economic interests;
 - Are implementable and do not pose insurmountable risks; and
 - Provide observations about the relevance of these orders and memoranda on the policy research agenda developed by the Education Futures Unit.
- iv. Identify whether there are direct or indirect links between the orders and memoranda and the policy research agenda of the Education Futures Unit.
- v. Perform other duties as may be assigned by the Chief of Staff/Supervising Undersecretary and/or the Secretary.


VI. INTELLECTUAL PROPERTY RIGHTS

All deliverables, studies, reports or other materials, prepared by the **CONSULTANT** for **DepEd** under this Contract shall belong to and remain the exclusive property of **DepEd** and shall not be used for any other purposes other than what is stipulated under this Contract. Immediately upon completion or termination of this Contract, the **CONSULTANT** shall return all copies, files, materials, records, notes, other written, printed, tangible or intangible materials (soft and hard copies), and any other property in her possession that belong or relate to the interest of **DepEd**.

VII. CONFIDENTIALITY

The **CONSULTANT** acknowledges that this Contract is dependent on the trust and confidence reposed on her by **DepEd**. She also acknowledges that, in the course of carrying out her duties under this Contract, she may receive, be furnished with, or become privy to confidential matters concerning the


Consultant's Witness


KRUPSKAYA M. ANONUEVO
Consultant


JOHN JOSHUA A. CUDJALAO
DEPED's Witness


ATTY. NEPOMUCENO A. MALALUAN
Department of Education

transactions of **DepEd** and/or sensitive discussions with or between **DepEd** official (the "Confidential Information"). The **CONSULTANT** shall not use any Confidential Information acquired during the term of this contract for her benefits enjoyed by the regular personnel of **DepEd**, unless otherwise provided by law.

CONSULTANT shall carefully restrict access to information relative to the Project to third parties without clearance from the Chief of Staff/Supervising Undersecretary and/or the Secretary.

VIII. EMPLOYER-EMPLOYEE RELATIONSHIP

It is understood that this Contract does not create an employer-employee relationship between **DepEd** and the **CONSULTANT**, that the services hereunder are not considered and will not be credited as government service; and that the **CONSULTANT** is not entitled to benefits enjoyed by regular personnel of **DepEd**, unless otherwise provided by law.

IX. LIQUIDATED DAMAGES

If the **CONSULTANT** fails to satisfactorily perform the Services within the period(s) specified in the Contract inclusive of duly granted time extensions if any, **DepEd** will, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual performance. The maximum deduction will be ten percent (10%) of the amount of contract. Once the maximum is reached, the **DepEd** may rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

X. SETTLEMENT OF DISPUTES

Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines, with the Philippines as the seat of arbitration according to the provision of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

Nepomuceno A. Malaluan

ATTY. NEPOMUCENO A. MALALUAN
Undersecretary
Department of Education

Krupskaya M. Anonuevo

KRUPSKAYA M. AÑONUEVO
Consultant

SIGNED IN THE PRESENCE OF:

John Joshua M. Duldulao
JOHN JOSHUA M. DULDULAO
Executive Assistant III
DepEd's Witness

[Signature]
Consultant's Witness

APPROVED BY:

[Signature]
ATTY. SALVADOR C. MALANA III
Assistant Secretary for Procurement



CERTIFIED FUNDS AVAILABLE: ₱144,000.-

[Signature]
MA. RHUNNAL CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S.

PASIG CITY

BEFORE ME, a Notary Public in and for _____, Metro Manila, Philippines, this _____ day of **JAN 08 2021** personally appeared the following and presented their competent proof of identification:

Name	Any Government I.D.		
	I.D.	Control No.	Expiry Date
ATTY. NEPOMUCENO A. MALALUAN <i>Undersecretary</i> DEPED	Passport	P4588879A	10/01/2022

KRUPSKAYA M. AÑONUEVO
Consultant

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrumental witness on the left-hand margin of each and every page hereof.

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

Doc. No.
Page No.
Book No.
Series of

473
25
23
2020.

NOTARY PUBLIC

GAUDENCIO A. BARBOZA, JR.
NOTARY PUBLIC
Cities of Pasig, San Juan and
in the Municipality of Pateros, Metro Manila
Until December 31, 2022
PTR No. A-5463681/01/04/2021 Taguig City
IBP No. 131041/10/22/2020-For Year 2021/ RSM
Roll No. 41369
MCLE Comp. VI-GT/21912 / March 28, 2019
No. 11, Unit J Fremont Arcade Bldg.
Shaw Blvd. Brgy. San Antonio, Pasig City
Appointment No. 38 (2021-2022)