PROJECT: **Hiring of Highly Technical Consultant**

CONTRACT NO.: **2020-OSEC2(004)-BV-NPHTC022-C007**

CONTRACT OF CONSULTANCY SERVICES

THIS CONTRACT made this _____ day of _____ 2020 in _____, Philippines, by and between:

JAN 13 2021

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 **DR. ALEX B. BRILLANTES, JR.**, of legal age, Filipino and with residence and postal address at No. 32 Amsterdam St., Capitol Park Homes, Matandang Balara, 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;

WHEREAS, the **DepEd**, through the Office of the Secretary (OSEC), pursuant to the approved Resolution to Hire Consultant No. 2020-OSEC2(004)-BV-NPHTC-022 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 Consultant No. 2020-OSEC2(004)-BV-NPHTC-022, 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 a period of **THREE (3) MONTHS**. Extension of the period may be allowed on justifiable ground as determined by and/or subject to the approval of **DepEd**, provided that it shall be at no additional expense for **DepEd**, other than what is stipulated in this Contract.

Consultant's Witness

DR. ALEX B. BRILLANTES, JR.
Consultant

JOHN JOSHUA M. DOLOLAO
DEPED's Witness

ATTY. NEPOMUCENO A. MALALUAN
Department of Education

Consultant's Witness

DR. ALEX B. BRILLANTES
Consultant

JOHN JOSHUA M. DULDULAO
DEPED's Witness

ATTY. NEPOMUCENO A. MALALUAN
Department of Education

III. TERMS OF REFERENCE

The **CONSULTANT** will execute his 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. Project Inception Report, which indicates the recommended interventions and strategies and the proposed work plan and corresponding budgetary requirements for the contract period;
2. Identification of deep-seated education issues and concerns based on review and previous education sector assessment reports and DepEd databases;
3. Analysis of data and identification of lessons from previous education sector assessments and of data from existing DepEd databases;
4. Report on the review of Previous Education Sector Assessment;
5. Review of the Proposed Structure and Staffing Pattern of the Education Futures Unit;
6. Preparation of Education Futures Advocacy Strategy and Communication Plan;
7. Orientation on Education Futures Unit and Foresight Strategy for National Policymakers;
8. Regular progress report on the status of deliverables;
9. Project Terminal Report; and
10. Expert technical advice and recommendations 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 THREE HUNDRED SEVENTY-TWO THOUSAND and 00/100 (Php372,000.00),** inclusive of VAT, to be made based on deliverables as payment milestones for a period of three (3) months. The method and conditions of payment to be made to the **CONSULTANT** shall be as follows:

MILESTONES	SCHEDULE OF PAYMENT AND DELIVERABLES
Milestone 1 • Project Inception Report, which indicates the recommended interventions and strategies and the proposed work plan and corresponding budgetary requirements. • Initial identification of deep-seated education issues and concerns based on review and on previous	Payment equivalent to 40% of the contract price shall be made upon submission of accomplishment report and milestone outputs.

education sector assessment reports and DepEd databases.	
Milestone 2 • Analysis of data and identification of lessons from previous education sector assessment reports and from existing DepEd databases. • Activity proposals for Fiscal Year 2021 Work and Financial Plan of the Education Futures Programme.	Payment equivalent to 30% of the contract price shall be made upon submission of accomplishment report and milestone outputs.
Milestone 3 • Completed the study on the review of previous education assessment reports, bridging them to education futures. • Draft Education Futures Advocacy Strategy and Communication Plan. • Project Terminal Report.	Payment of remaining balance equivalent to 30% of the contract price upon submission of accomplishment report and milestone outputs.

Consultant's Witness

DR. ALEX B. BRILLANTES
Consultant

JOHN JOSHUA M. DELGULAO
DEPED's Witness

ATTY. NEPOMUCENO A. MALALUAN
Department of Education

V. CONSULTANT'S RESPONSIBILITIES

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

a. Project Development

i. Conceptualize the needed Project interventions with the officers and/or assigned personnel of the OSEC Proper;
ii. Lead the Project team in providing technical support to the officers and/or assigned personnel of the OSEC Proper;

b. Project Management

i. Prescribe implementing strategies of the project;
ii. Drives the mobilization of project resources in consultation with the officers and/or assigned personnel of the OSEC Proper;
iii. Oversee the conceptualization, implementation, and evaluation of Project activities;
iv. Synergize the Project team efforts to ensure that all interventions are aligned with the Department's agenda.

c. Project Resources

i. Review and recommend approval of the allocation of human, financial, technological, and physical resources needed by the project to ensure efficient implementation.

d. **Network and Linkages**

i. Represent **DepEd** and participate in meetings, conferences, and other related activities upon request of the Secretary and/or the Chief of Staff/Supervising Undersecretary;
ii. Establish network and linkages with oversight agencies and education partners and stakeholders for the Education Futures Unit.

e. **Monitoring and Evaluation**

i. Conduct review, calibration and alignment in consultation with the officers and/or assigned personnel of the OSEC Proper for all project development and management matters.

f. **Planning**

i. Recommend approval of the Project Work Plan and Budget for its inclusion in the FY2020 WFP of OSEC for Education Futures Unit;

g. **Performance Management**

i. Oversee the implementation of the approved Project Work Plan and Budget;
ii. Review and align existing work assignment and processes with the approved Project Work Plan and Budget to ensure that plans, objectives and targets of the team are achieved;
iii. Regularly monitor and evaluate the Project Team performance according to its targets;
iv. Initiate and propose action plans to address issues and concerns.

h. **People Management**

i. Recommend qualified individuals to be hired as highly technical consultants to assist him in the project;
ii. Provide coaching and guidance to the subordinate in the performance of their functions;
iii. Monitor and evaluate individual and team performance against set targets of the projects;
iv. Conduct performance evaluation for subordinate and recommend appropriate action to the Chief of Staff/Supervising Undersecretary and/or the Secretary.

i. **Management Reports**

Consultant's Witness

DR. ALEX B. BRILLANTES
Consultant

JOHN JOSHUA M. DULDULAO
DEPED's Witness

ATTY. NEPOMUCENO A. MALALUAN
Department of Education

Consultant's Witness

DR. ALEX B. BRILLANTES
Consultant

JOHN JOSHUA M. DALDULAO
DEPED's Witness

ATTY. NEPOMUCENO A. MALALUAN
Department of Education

i. Validate and finalize all communication, dispatches, and reports related to the project to ensure clarity and completeness;
ii. Provide technical inputs, feedback and advise to the Chief of Staff/Supervising Undersecretary and/or the Secretary for management information and decision-making.

j. **Management of Finance and Administrative Resources**

i. Ensure that the Project team has sufficient resources for efficient operations and implementation of its activities;
ii. Monitor project team compliance with DepEd and government rules and regulations on financial and administrative transactions.

k. **Secondary Duties**

i. 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 his 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 him by **DepEd**. He also acknowledges that, in the course of carrying out his duties under this Contract, he may receive, be furnished with, or become privy to confidential matters concerning the 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 his 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.

Consultant's Witness

DR. ALEX B. BRILLANTES, JR.
Consultant

JOHN JOSHUA M. DULDULAO
DEPED's Witness

ATTY. NEPOMUCENO A. MALALUAN
Department of Education

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:

ATTY. NEPOMUCENO A. MALALUAN
Undersecretary
Department of Education

DR. ALEX B. BRILLANTES, JR.
Consultant

SIGNED IN THE PRESENCE OF:

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

Consultant's Witness

APPROVED BY:

ATTY. SALVADOR C. MALANA III
Assistant Secretary for Procurement

CERTIFIED FUNDS AVAILABLE: ₱372,000.-

MA. RHUNNA L. CATALAN
Chief Accountant
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY METRO MANILA) S.S.

BEFORE ME, a Notary Public in and for QUEZON CITY, Metro Manila, Philippines, this JAN 13 2021 day of _____, 2020 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 *Undersecretary* DEPED	Passport	P4588879A	10/01/2022
DR. ALEX B. BRILLANTES, JR. CONSULTANT	LTO Driver's License # N02-042098		10/29/2023

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 eight (8) 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. 74
Page No. 8
Book No. 69
Series of 2020.

NOTARY PUBLIC

Villareña

ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2021
PTR No. 0683154 / 1-4-2021/ QC
IBP No. 093587 / 10-22-2019/ QC
Roll No. 30457 / 05-09-80
MCLE VI-0030379 / 2-21-2020
Adm. Matter No. NP-001(2020-2021)
TIN NO. 131-942-754