



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 632-13-61, Website <http://www.deped.gov.ph>



PROJECT: Hiring of Technical Consultant (Program Lead to Oversee and Supervise the Operations of the Education Futures Unit).

CONTRACT NO.: 2020-OSEC2(004)-BV-NPHTC025-C011

CONTRACT OF CONSULTANCY SERVICES

THIS CONTRACT made this 12th day of January 2020 in _____, Philippines, by and between:

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. SHERYL LYN C. MONTEROLA**, of legal age, Filipino and with residence and postal address at G-104 Hardin ng Bougainvillea, UP Campus, Diliman, 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-025 dated 22 October 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-025, dated 22 October 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 **TWO (2) 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.

Vincent D. Joborg
12/17/2020
Vincent D. Joborg
Consultant's Witness

Sheryl Lyn C. Monterola
DR. SHERYL LYN C. MONTEROLA
Consultant

John Nepomuceno A. Malaluan
JOHN NEPOMUCENO A. MALALUAN
DEPED's Witness

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

Vincent D. Sabong
 Vincent D. Sabong
 Consultant's Witness

DR. SHERYL LYN C. MONTEROLA
 DR. SHERYL LYN C. MONTEROLA
 Consultant

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. Project Inception Report, which indicates the recommended interventions and strategies and the proposed work plan and corresponding budgetary requirements for the contract period;
2. Scout for cutting-edge resources and resource persons for futures thinking in education from both local and international sources and identify and adapt best practices;
3. Enhance Education Futures Scoping Paper
4. Activity proposals for engaging experts and stakeholders in the education futures;
5. Design and conduct of high-level visioning exercise;
6. Research and policy development agenda arising from scoping duty, expert panels and stakeholder workshops, and visioning exercise;
7. Regular progress report on the status of deliverables;
8. Project Terminal Report; and
9. Expert technical advice to the Chief of Staff/Supervising Undersecretary and/or the Secretary and technical assistance to the assigned personnel of OSec Proper.

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 SEVENTY THOUSAND and 00/100 (Php170,000.00)**, inclusive of VAT, to be made based on deliverables as payment milestones for a period of two (2) months. The methods and conditions of payment to be made to the CONSULTANT shall be as follows:

MILESTONES	SCHEDULE OF PAYMENT AND DELIVERABLES
<p><u>Milestone 1</u></p> <ul style="list-style-type: none"> • Project Inception Report, which indicates the recommended interventions and strategies and the proposed work plan and corresponding budgetary requirements. • Pre-final Education Futures Scoping Paper. • Identification of cutting-edge sources and resource persons for 	<p>Payment equivalent to 40% of the contract price shall be made upon submission of accomplishment report and milestone outputs.</p>

JOHN JOSHUA M. DULULAO
 JOHN JOSHUA M. DULULAO
 DEPED's Witness

Reponices A. Malaluan
 Reponices A. MALALUAN
 Department of Education

Vincent D. Se Beng
 12/17/2020
 Vincent D. Se Beng
 Consultant's Witness

Sheryl Lyn C. Monterola
 DR. SHERYL LYN C. MONTEROLA
 Consultant

<p>future thinking in education, from both local and international, and identification of best practices, which may be adapted.</p>	
<p>Milestone 2</p> <ul style="list-style-type: none"> • Research, program, and policy development agenda arising from the scoping study and meetings/conferences involving policymakers, experts, and stakeholders. • Activity proposals for Fiscal Year 2021 Work and Financial Plan of the Education Futures Programme. • Project Terminal Report. 	<p>Payment of remaining balance equivalent to 60% of the contract price upon submission of accomplishment report and milestone outputs.</p>

V. CONSULTANT'S RESPONSIBILITIES

The CONSULTANT will execute her 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. Recommends 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 overall 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.

Reponuceno A. Malaluan
 JOHN JOSHUA M. DALAJALAO
 DEPED's Witness

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

Vincent D. Seaborg
12/17/2020
Vincent D. Seaborg
Consultant's Witness

Sheryl Lyn C. Monterola
DR. SHERYL LYN C. MONTEROLA
Consultant

John Joshua M. Dululao
JOHN JOSHUA M. DULULAO
DEPED's Witness

Reponuceno A. Malaluan
ATTY. REPONUCENO A. MALALUAN
Department of Education

- d. **Network and Linkages**
 - i. Upon request of the Secretary and/or the Chief of Staff/Supervising Undersecretary, represent **DepEd** and participate in meetings, conferences, and other related activities;
 - ii. Establish network and linkages with oversight agencies and education partners and stakeholders for the Education Futures Unit.
- e. **Monitoring and Evaluation**
 - i. Conduct reviews, calibration and alignment in consultation with the officers and/or assigned personnel of the OSEC Proper for all project development and management matters.
- f. **Technical Assistance**
 - i. Render technical assistance to OSec Proper as it pertains to the implementation of project interventions;
 - ii. Guide assigned personnel in OSec Proper along the lines of liaison, coordination with oversight and other external agencies.
- g. **Planning**
 - i. Prepare the Project Work Plan and Budget to consider the activities and operational expenses relative to project implementation and coordinates with the assigned personnel of OSec Proper for its inclusion in the FY2020 WFP of OSEC for Education Futures Unit.
- h. **Performance Management**
 - i. Implement 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 office 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.
- i. **People Management**
 - i. Recommend qualified individuals to be hired to assist in the project;

Vincent D. Sabong
12/17/2020
Vincent D. Sabong
Consultant's Witness

- 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 Project;
- iv. Conduct performance evaluation for subordinates and recommend appropriate action to the Chief of Staff/Supervising Undersecretary and/or the Secretary.

j. **Management Reports**

- i. Validate and finalize all communications, 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.

k. **Secondary Duties**

- i. Perform other duties as may be assigned by the Chief of Staff/Supervising Undersecretary and/or the Secretary.

SHERYL LYN C. MONTEROLA
DR. SHERYL LYN C. MONTEROLA
Consultant

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 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**

JOHN JOSHUA M. DALDALAO
JOHN JOSHUA M. DALDALAO
DEPED's Witness

Repob. Vicen A. Malaluan
ATTY. NEPOMUCENO A. MALALUAN
Department of Education

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

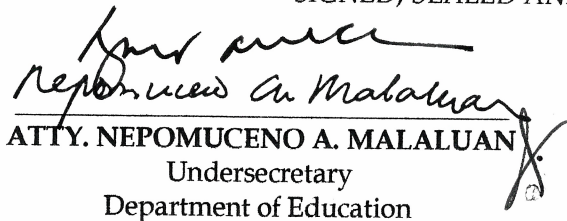
If the CONSULTANT fails to satisfactorily perform the Services within the period(s) specified in the Contract inclusive of duly granted time extensions if any, DepEd will, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the Contract Price, as liquidated 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.

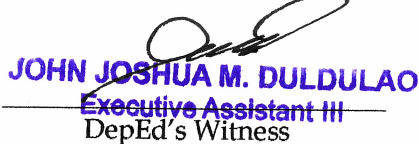
IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

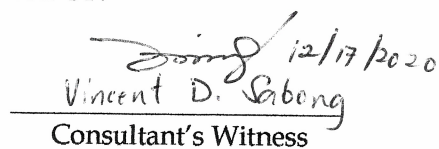
SIGNED, SEALED AND DELIVERED BY:


ATTY. NEPOMUCENO A. MALALUAN
Undersecretary
Department of Education


DR. SHERYL LYN C. MONTEROLA
Consultant

SIGNED IN THE PRESENCE OF:


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


Vincent D. Sabong
Consultant's Witness

APPROVED BY:

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



CERTIFIED FUNDS AVAILABLE: ₱170,000 -

[Signature]
MA. RHUNNAL CATALAN
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 _____ day of **JAN 2 2021**, 2020 personally appeared the following and presented their competent proof of identification:

Name	I.D.	Any Government I.D.	
		Control No.	Expiry Date
ATTY. NEPOMUCENO A. MALALUAN Undersecretary DEPED	Passport	P4528879A	10/01/2022
<i>[Signature]</i> DR. SHERYL LYN C. MONTEROLA CONSULTANT	Driver's license	N02-11-015889	10/24/2022

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 seven (7) 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.

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NOTARY PUBLIC

[Signature]
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2021 Page 7 of 7
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