



**PROJECT: Hiring of Highly Technical Consultant**

**CONTRACT NO.: 2022C-LS3(001)-BIV-NPHTC-005-C013**

**CONTRACT OF CONSULTANCY SERVICES**

*THIS CONTRACT* made this 15th day of June 2022 in Pasig City, Philippines, by and between:

The **DEPARTMENT OF EDUCATION**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at DepEd Complex, Meralco Avenue, Pasig City, herein represented by **ATTY. ALBERTO T. ESCOBARTE, CESO II**, Assistant Secretary for Legislative Affairs, as per DepEd Order No. 008, s. 2021, as amended by DepEd Order No. 023, s. 2021, hereinafter referred to as "**DEPED**"; and **ATTY. JOSE MARI O. MOLINTAS**, of legal age, Filipino, and with address at Room 305 & 306, Jose Miguel Building, No. Yandoc St., cor. Labsan St., Kayang Extension, Baguio City, Philippines, hereinafter referred to as "**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 Legal Division- Office of the Director, pursuant to the approved Resolution to Engage Consultant NO. 2022c-LS3(001)-BIV-NPHTC-005 dated 27 April 2022, engages the services of the **CONSULTANT**.

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

**1. CONTRACT DOCUMENTS**

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

- i. Resolution to Engage Consultant No. 2022c-LS3(001)-BIV-NPHTC-005 dated 27 April 2022 and all its attachments;
- ii. Notice of Award; and
- iii. Terms of Reference.

*Ferdinand N. Tapanen*  
**FERNAND N. TAPANEN**  
 CONSULTANT'S WITNESS

*Jose Mari O. Molintas*  
**ATTY. JOSE MARI O. MOLINTAS**  
 CONSULTANT

*Rhoan G. Lorebia*  
**RHOAN G. LOREBIA**  
 Director IV, Legal Service  
 DEPED's Witness

*Alberto T. EscobarTE*  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
 Department of Education

  
FERDINAND V. TAFALENS  
CONSULTANT'S WITNESS

  
ATTY. JOSE MARI C. MOLINTAS  
CONSULTANT

  
RHOAN C. O. A.  
Director IV, Legal Service  
DEPED's Witness

  
ATTY. ALBERIO T. ESCOBARTE, CESO II  
Department of Education

## 2. DURATION OF ENGAGEMENT

This Contract shall be binding and in effect for **SIX (6) MONTHS**. The commencement of the period will be determined by the parties after signing of this Contract. Extension of the Contract period may be allowed on justifiable grounds as determined by and/or subject to the approval of **DEPED**, provided that there shall be no additional expense to **DEPED** other than what is stipulated in this Contract.

## 3. TERMS OF REFERENCE

The **CONSULTANT** shall execute the following duties and responsibilities:

- a. Review contracts and other memoranda involving Civil, Administrative, Intellectual Property, International, Human/Child Rights, and Education Laws;
- b. Assist in the preparation of documents pertaining to, and/or related to Civil, Administrative, Intellectual Property, International, Human/Child Rights, and Education Laws;
- c. Draft and recommend legal opinion, review, and other appropriate actions on matters involving Civil, Administrative, Intellectual Property, International, matters involving Civil, Administrative, intellectual Property, International, Human/Child Rights, and Education Laws;
- d. Assist in the arbitration and/or litigation disputes involving Civil, Administrative, intellectual Property, International, Human/Child Rights, and Education Laws;
- e. Assist in the preparation of pleadings or documents necessary in any related case or matter;
- f. Assist in coordinating with the Office of the Solicitor General for cases that are pending or will be filed with the court of competent jurisdiction;
- g. Train, coach, mentor, legal officers and personnel on how to effectively evaluate and process various legal documents involving Civil, Administrative, Intellectual Property, International, Human/Child Rights, and Education Laws; and
- h. Perform related tasks and other legal functions which may be assigned by the Undersecretary, Assistant Secretary for Legal Affairs, or the Director of Legal Service.

## 4. PAYMENT

**DEPED** shall pay, subject to existing disbursement, accounting and auditing rules and procedures, the services of the **CONSULTANT** in the

total amount of **PHILIPPINE PESOS TWO HUNDRED TEN THOUSAND (Php210,000.00)**, inclusive of VAT, detailed as follows:

Position	Assignment	Contract Duration	Amount
Highly Technical Consultant	Political Law including Constitutional Law, Administrative Law	Six (6) Months	Php 210,000.00

Payment shall be disbursed in six (6) tranches subject to submission of accomplishment reports and/or outputs in accordance with the Output Schedule/Deliverables and Payment Schedule as provided under the Terms of Reference.

**5. INTELLECTUAL PROPERTY RIGHTS**

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

**6. CONFIDENTIALITY**

The **CONSULTANT** acknowledges that this Contract is dependent on the trust and confidence reposed on him or her by **DEPED**. The **CONSULTANT** also acknowledges that, in the course of carrying out his or her duties and responsibilities under this Contract, he or 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 his or her own benefits.

**7. EMPLOYER-EMPLOYEE RELATIONSHIP**

It is understood that this Contract does not create an employer-employee relationship between **DEPED** and the **CONSULTANT**; that the services rendered hereunder by the **CONSULTANT** are not considered and will

  
**FERDINAND N. TAFALING**  
 CONSULTANT'S WITNESS

  
**ATTY. JOSE MARI O. MOLINTAS**  
 CONSULTANT

  
**RHOAN G. J. OREBJA**  
 Director IV, Legal Service  
 DEPED's Witness

  
**ATTY. ALHERPO T. ESCOBARTE, CESO II**  
 Department of Education

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.

**8. LIQUIDATED DAMAGES**

If the **CONSULTANT** fails to satisfactorily render his or her 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 threshold for the accumulated deduction will be ten percent (10%) of the amount of Contract Price. 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.

**9. SETTLEMENT OF DISPUTES**

The 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.

  
**FERDINAND N. TAFELENA**  
CONSULTANT'S WITNESS

  
ATTY. JOSE MARK O. MOLINTAS  
CONSULTANT

  
**RHOAN G. I. OREBJA**  
Director of Legal Service  
DEPED's Witness

  
ATTY. ALBERTO T. ESCOBARTE, CESO II  
Department of Education

SIGNED, SEALED AND DELIVERED BY:



**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Assistant Secretary  
Department of Education



**ATTY. JOSE MARIO O. MOLINTAS**  
Consultant

SIGNED IN THE PRESENCE OF:



**RHOAN G.L. OREBIA**  
Director IV, Legal Service  
DepEd's Witness *ms RRP*



**FERDINAND N. TATALENG**  
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱210,000 -



**MA. RHUNNA L. CATALAN**  
Chief Accountant  
Chief Accountant

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA) S.S.

**PASIG CITY**  
BEFORE ME, a Notary Public in and for **PASIG CITY**, Metro Manila, Philippines, this JUN 15 2022 day of 2022 personally appeared the following and presented their competent proof of identification:

Name

Any Government I.D.  
(ID, Issued On, Issued By)

**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Assistant Secretary  
DEPARTMENT OF EDUCATION

**ATTY. JOSE MARI O. MOLINTAS**  
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. 191 :  
Page No. 40 :  
Book No. 79 :  
Series of 2022.

**NOTARY PUBLIC**  
*Leticia M. Amon*  
**ATTY. LETICIA M. AMON**  
Notary Public  
Pasig Pateros & San Juan  
Valid Until December 31, 2023  
Roll No. 22158  
PTR SCE No. 8121751 / 01-03-22  
Lifetime IBP Member No. 04286  
Official Receipt No. 574709, IBP Chapter  
MCLE Compliance No. VII-0000050 / 6-10 x 11  
Ground Flr. Armat Center, U. Velasco Ave.,  
Malinao, Pasig City

*Ferdinand N. Tafalen*  
**FERNAND N. TAFALAN**  
CONSULTANT'S WITNESS

*Jose Mari O. Molintas*  
**ATTY. JOSE MARI O. MOLINTAS**  
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*Rhoan G. L. Orebila*  
**RHOAN G. L. OREBILA**  
Director IV, Legal Service  
DEPED's Witness

*Alberto T. EscobarTE*  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Department of Education