



Republic of Philippines
DEPARTMENT OF EDUCATION

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



Jon V. R. 110
Consultant's Witness

PROJECT : Hiring of Highly Technical Consultant - For the Data Protection, Data Privacy, and Information Security

CONTRACT NO. : 2022-USEC7(005)-BIV-NPHTC-032-C015

Frances Nicola B. Mendez
Consultant

CONTRACT

THIS CONTRACT made this 14 DEC 2022 day of _____ 2022 in _____, 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 office address at DepEd Complex, Meralco Avenue, Pasig City, Metro Manila, Philippines herein represented by its Undersecretary, **JOSE ARTURO C. DE CASTRO, J.D., LL.M., J.S.D.**, as per DepEd Order No. 023, s. 2021, hereinafter referred to as "**DEPED**"; and **FRANCES NICOLA B. MENDEZ**, of legal age, Filipino and with address at Unit 14A Viceroy Tower, Florence Way, McKinley Hill, Pinagsama, Taguig City, Metro Manila, 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 Consultants may be resorted to in the case of individual consultants hired or engaged to do work that is highly technical or proprietary, or primarily confidential or policy determining;

WHEREAS, **DEPED**, through the Office of Undersecretary for Legal Affairs, pursuant to the approved Resolution to Engage Consultant No. **2022-USEC7(005)-BIV-NPHTC-032** dated 15 November 2022, 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:


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. 2022-USEC7(005)-BIV-NPHTC-032 dated 15 November 2022 and all its attachments;
- ii. Notice of Award; and
- iii. Terms of Reference.

Jose Arturo C. de Castro
DEPED's Witness

Jose Arturo C. de Castro
JOSE ARTURO C. DE CASTRO, J.D., LL.M., J.S.D.
Department of Education


Jan Hernandez, Ph.D.
Consultant's Witness

2. DURATION OF ENGAGEMENT

This Contract shall be for a period of **TWO (2) MONTHS**. Extension of the period may be allowed on justifiable grounds as determined by and/or subject to the approval of **DEPED**, provided that it shall be at no additional expense to **DEPED**, other than what is stipulated in this Contract.

3. TERMS OF REFERENCE

The **CONSULTANT** shall perform the following:

- i. Provide expert advice, inputs, and assistance in the review, formulation, and development of an effective road map or processes in the implementation of the **DEPED's** Data Privacy Manual (DDPM);
- ii. Assist in coordinating with local and international agencies and organizations for needed research, study, and advice on best practices in relation to Data Privacy and Information Security;
- iii. Provide technical advice to the Office of the Undersecretary for Legal Affairs (OULA) in the conduct of technical review and risk assessment in the implementation of the DDPM in the day-to-day operation of **DEPED**;
- iv. Provide expert advice and assistance in the formulation and development of supporting policies and procedures in the review of the existing safeguards on data usage and privacy;
- v. Assist the OULA and other offices of **DEPED** in the Conduct of Privacy Impact Assessment;
- vi. Provide expert advice and assistance on measures for the OULA and other offices of **DEPED** to attain internal and external objectives in the implementation of the DDPM; and
- vii. Perform related functions that may be assigned from time to time by either the Undersecretary for Legal Affairs or Assistant Secretary for Legal Affairs.

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 SIXTY THOUSAND and 00/100 (Php 260,000.00)**, inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Two (2) Months	Php 260,000.00

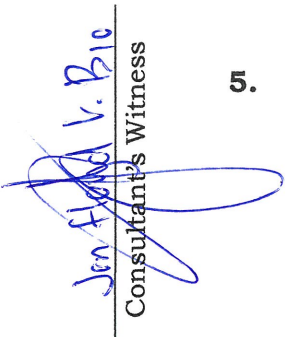
Payment shall be made on a monthly basis and subject to submission of accomplishment reports and/or outputs to justify payment as provided under the Terms of Reference.


FRANCES NICOLA B. MENDEZ
Consultant


JOSE ARTURO C. DE CASTRO, J.D., LL.M., J.S.D.
DEPED's Witness


JOSE ARTURO C. DE CASTRO, J.D., LL.M., J.S.D.
Department of Education




Consultant's Witness

5. INTELLECTUAL PROPERTY RIGHTS

All deliverables, studies, reports or other materials, prepared by the **CONSULTANT** for **DEPED** under this Contract, including the intellectual property rights thereto, shall belong to 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 return 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**.


FRANCES NICOLA B. MENDEZ
Consultant

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 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 any **DEPED** official (the "Confidential Information"). The **CONSULTANT** shall not use any Confidential Information acquired during the term of this Contract for his or her benefits.


DEPED's Witness

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 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.


JOSE ARTURO C. DE CASTRO, J.D., LL.M., J.S.D.
Department of Education

8. LIQUIDATED DAMAGES

If the **CONSULTANT** fails to satisfactorily perform 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 other remedies under the Contract and applicable laws, 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 of services required. The maximum 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 Contract.



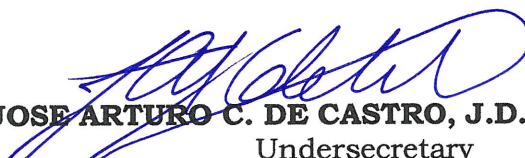
Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.


10. REPORTORIAL REQUIREMENTS

Pursuant to the authority given by the Office of the Solicitor General (OSG), the **CONSULTANT** shall submit her accomplishment report relative to the performance of her functions under this contract to the OSG through the Office of the Undersecretary for Legal Affairs.


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:


JOSE ARTURO C. DE CASTRO, J.D., LL.M., J.S.D.
Undersecretary
Department of Education


FRANCES NICOLA B. MENDEZ
Consultant

SIGNED IN THE PRESENCE OF:


DepEd's Witness


Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱260,000.-


MA. RJUNNAL L. CATALAN
Chief Accountant

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REPUBLIC OF THE PHILIPPINES)
_____, **METRO MANILA**) S.S.

BEFORE ME, a Notary Public in and for _____, Metro Manila, Philippines, this _____ day of DEC 14 2022, 2022 personally appeared the following and presented their competent proof of identification:

Name	Any Government I.D. (ID, Issued On, Issued By)
JOSE ARTURO C. DE CASTRO, J.D., LL.M., J.S.D. Undersecretary Department of Education	DRIVER'S LICENSE NO. NO3-95-188001 16 MARCH 2022 METRO MANILA
FRANCES NICOLA B. MENDEZ Consultant	DRIVER'S LICENSE NO. NO2-04-513392 2018 MANILA

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 five (5) 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. 518 ;
Page No. 105 ;
Book No. 1 ;
Series of 2022 .

NOTARY PUBLIC

MYRNA B. PACALA
Notary Public
PTR No. 2645009, 01/03/22 CSJDM
IBP No. 183270, 01/03/22, Pasig City
Commission Expires Dec. 31, 2022
Roll No. 486/2, MCLE VI-0024313