



PROJECT : Hiring of Highly Technical Consultant
CONTRACT NO.: 2023-ASEC3(004)-BV-NPHTC078-C151

CONTRACT

THIS CONTRACT made and entered into this 20th day of FEBRUARY 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**, as per Office Order (OO-OSEC-2023-267), dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **CARMELA C. ORACION**, of legal age, Filipino, and with address at 7 Magnolia St., Town and Country, Executive Village, Antipolo City (hereinafter referred to as the "**CONSULTANT**").

DEPED and the **CONSULTANT** are collectively called **PARTIES**.

WHEREAS, under Section 53.7 of Republic Act (RA) No. 9184 and its 2016 revised Implementing Rules and Regulations (IRR), negotiated procurement for Highly Technical Consultants (HTCs) 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 Information and Communications Technology Service-Office of the Director, pursuant to the approved Resolution to Engage Consultant No. **2023-ASEC3(004)-BV-NPHTC-078** dated 30 November 2023, on the hiring of a 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*:

- a. Resolution to Engage Consultant No. **2023-ASEC3(004)-BV-NPHTC-078** dated 30 November 2023 and all its attachments;
- b. Notice of Award; and
- c. Terms of Reference.

2. DURATION OF ENGAGEMENT

The **CONSULTANT** shall perform the required services for a period of **SIX (6) MONTHS** upon his or her receipt of the Notice to Proceed (NTP). 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.

[Signature]
 Consultant's Witness

[Signature]
CARMELA C. ORACION
 Consultant

[Signature]
ALDEPED'S WITNESS
 Assistant Secretary

[Signature]
ATTY. MICHAEL WESLEY T. POA
 DEPED

[Signature]

3. TERMS OF REFERENCE

The **CONSULTANT** shall perform the following:

- i. Provide high-level policy advice on topics/agenda that are confidential in nature;
- ii. Provide guidance, technical oversight, and expert advice to the Curriculum and Teaching (CT) Strand in the development, vetting, and implementation of knowledge materials for CT, such as learning delivery guides, pedagogical approaches, and learning resources on Peace and Values Education;
- iii. Facilitate the requirements and data gathering and focus group discussions for the review of SHS Curriculum;
- iv. Provide technical guidance to the SHS Task Force in the drafting and finalization of the policy recommendation;
- v. Coordinate with GO Negosyo, PSAC, and other partners on matters related to SHS Work Immersion Program;
- vi. Provide mentoring and support to Curriculum and Development, Learning Resources, and Learning Delivery Bureau Directors; and
- vii. Perform other duties as may be requested and/or assigned by the Assistant Secretary for Curriculum and Teaching.

[Signature]
Consultant's Witness

Carmela C. Oracion
CARMELA C. ORACION
Consultant

4. PAYMENT

DEPED shall, subject to existing disbursement, accounting, and auditing rules and procedures, pay the services of the **CONSULTANT** in the total amount of **PHILIPPINE PESOS Four Hundred Eighty Thousand AND 00/100 (PhP480,000.00) ONLY** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount (PhP)
Highly Technical Consultant	Six (6) Months	480,000.00

Payment shall be made on a monthly basis (*or per tranche*) and subject to submission of accomplishment reports, outputs, and/or deliverables by the **CONSULTANT** to justify payment as provided under the Terms of Reference, which is hereto attached as Annex "A" and made an integral part hereof.

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 by the **CONSULTANT** 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**.

[Signature]
ALMARIBY C. TORIO
DEPED's Witness

[Signature]
ATTY. MICHAEL WESLEY T. POA
DEPED

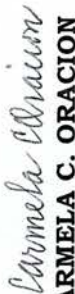
6. CONFIDENTIALITY

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 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 hold and maintain all Confidential Information relative to **DEPED** in the strictest confidence for the sole and exclusive benefit of **DEPED** and the **CONSULTANT** shall carefully restrict access to Confidential Information to third parties without consent from **DEPED** through the Supervising Undersecretary and/or the Secretary. This confidentiality shall survive the term of this Contract.


Consultant'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.


CARMELA C. ORACION
Consultant

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 the actual performance of services required. The maximum deduction will be ten percent (10%) of the amount of the 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.


ALMA RUBY C. TORIO
DEPED's Witness

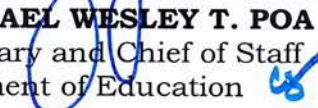
9. SETTLEMENT OF DISPUTES


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 RA No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.


ATTY. MICHAEL WESLEY T. POA
DEPED


IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.


SIGNED, SEALED AND DELIVERED BY:


ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
Department of Education


CARMELA C. ORACION
Consultant

SIGNED IN THE PRESENCE OF:


ALMA RUBY C. TORGIO
DepEd's Witness


Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱450,000.00


MA. RHUNNAL CATALAN
Chief Accountant



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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **PASIG CITY**, Philippines,
this ____ day of **01 MAR 2024** personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

Doc. No. 78;
Page No. 17;
Book No. 40;
Series of 2024.

ATTY. NEIL T. ANGIT ALBORNOZ
NOTARY PUBLIC

Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357680 /Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -634-4229

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY, Philippines, this MAR 01 2024 day of _____ 202__ personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

CARMELA C. ORACION
Consultant

se ID No. 202203219; OSCA - Antipolo City
issued June 2022

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

M. Damian

Doc. No. 404;
Page No. 81;
Book No. 48;
Series of 2024.

ATTY. MARY CATHERINE A. DAMIAN
Notary Public for Quezon City until 12-31-24
Per Adm. No. NF-54 (2023-2024)
Unit # Bldg. 2, Acacia Support Area, Laurel Ave., UP Diliman, Quezon City
IBPN 202305-258590; 01-16-2023 for 2023 & 2024, QC Chapter
PTR# 4055029D, 01-08-2023; QC
Roll No. 43243; MCLE Compliance No. VII-0017610, 05-11-2022 Pasig City

TERMS OF REFERENCE

I. Rationale/Overview

The Department of Education (DepEd) is vested by law with authority, accountability, and responsibility for ensuring access to, promoting equity in, and improving the quality of basic education.

The Office of the Assistant Secretary for Curriculum and Teaching (OASCT) ensures the delivery of a relevant, responsive, and inclusive basic education which leads to the continuous improvement of research-based curriculum and teaching practices, supported by appropriate learning delivery and assessment models and quality learning resources.

In consideration of the various plans and initiatives of the CT Strand as it responds to the need for development in education, for readiness to confront the rapid changes, challenges, and opportunities of the future, it shall find ways and exhaust all means to develop policies and programs that are current, relevant, and appropriate.

II. Objectives

In the fulfillment of the Department's mandates and in the spirit of good governance, the Office of the Assistant Secretary for Curriculum and Teaching (OASCT) shall engage the service of Dr. Carmela Oracion as a highly technical consultant. Dr. Oracion's expertise would greatly contribute to sowing the culture of quality education against the backdrop of values, character, and excellence. As a seasoned academic, she could impart valuable knowledge as the CT Strand fulfills its commitments anchored on the MATATAG Education Agenda.

III. Scope of Services, Expected Outputs/Deliverables

Under the oversight and direction of the Undersecretary, the Consultant will focus on the following priorities:

- a. Provide high-level policy advice on topics/agenda that are confidential in nature;
- b. Provide guidance, technical oversight, and expert advice to the Curriculum and Teaching (CT) Strand in the development, vetting, and implementation of knowledge materials for CT, such as learning delivery guides, pedagogical approaches, and learning resources on Peace and Values Education;
- c. Facilitate the requirements and data gathering and focus group discussions for the review of the SHS Curriculum;
- d. Provide technical guidance to the SHS Task Force in the drafting and finalization of the policy recommendation;
- e. Coordinate with GO Negosyo, PSAC and other partners on matters related to SHS Work Immersion Program;
- f. Provide mentoring and support to Curriculum Development, Learning Resources, and Learning Delivery Bureau Directors; and

- g. Perform other duties as may be requested and/or assigned by the Assistant Secretary for Curriculum and Teaching.

Qualifications

1. With more than ten (10) years of experience providing guidance and support, managing the Basic Education department of an exclusive private school
2. With five (5) years of experience as Junior High School and Senior High School principal
3. With experience in capacity-building activities on teaching, learning, and leadership
4. Has worked with local and international agencies on education

Expected Outputs/Deliverables

OUTPUTS/DELIVERABLES	INDICATIVE DELIVERY PERIOD
present work plan for TOR deliverables	month 1
plan and agree on SHS Task Force work plan	month 1
review of SHS data	month 1 to month 2
conduct Bureau Director consultation sessions	month 1 to 6
conduct and facilitate focus group discussions on SHS Curriculum Review	month 3
develop knowledge materials on Peace and Values Education	month 2 to 4
hold GO Negosyo, PSAC , and partners meeting to discuss SHS Work Immersion Program	month 2
develop TOR of GO Negosyo, PSAC, and Work Immersion partners	month 2
draft SHS policy recommendation	month 4

submit initial draft of SHS policy recommendation	month 4
finalize and submit SHS policy recommendation	month 5
present final SHS policy recommendation to CT Strand	month 6
present SHS Work Immersion Program updates	month 6
submit HTC accomplish report	month 6

Approved by:


ALMA RUBY C. TORIO
Assistant Secretary for Curriculum and Teaching