



R. Macalalad
ROSEVE L. MACALALAD
 Consultant's Witness

M. Leonor Josephine C. Jayme
MARIA LEONOR JOSEPHINE C. JAYME
 Consultant

J. V. Mercene
JASON V. MERCENE
 DEPED's Witness

M. Michael Wesley T. Poa
ATTY. MICHAEL WESLEY T. POA
 DEPED

PROJECT : Hiring of Highly Technical Consultant
CONTRACT NO.: 2024-PAS1(004)-BV-NPHTC004-C097

CONTRACT

THIS CONTRACT made and entered into this 30th day of April 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 **MARIA LEONOR JOSEPHINE C. JAYME**, of legal age, Filipino, and with address at 12 Sarangani Bay, Southbay Gardens, Paranaque 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 Public Affairs Service-Office of the Director pursuant to the approved Resolution to Engage Consultant No. 2024-PAS1(004)-BV-NPHTC-004 dated 14 March 2024, 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. 2024-PAS1(004)-BV-NPHTC-004 dated 14 March 2024 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.

[Handwritten signature]

3. **TERMS OF REFERENCE**

The **CONSULTANT** shall perform the following:

- i. Develop and present professional creative storyboard concepts that visually depict the narrative, sequences, and key scenes for the project's structure implemented by PAS;
- ii. Develop visually compelling compositions that effectively communicate the desired mood, tone, and emotions of the story. This involves considering factors such as shot framing, camera angles, lighting, and character expressions to enhance the storytelling experience;
- iii. Provide technical assistance accompanying the storyboard panels to convey specific instructions to the production team; and
- iv. Provide technical assistance in meetings and workshops by answering questions, providing feedbacks, addressing concerns, and offering expertise.

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 SIX HUNDRED NINETY THOUSAND AND 00/100 (PhP690,000.00) ONLY** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Six (6) Months	PhP690,000.00

Payment shall be made on a monthly basis (*or per tranche*) or in full upon completion and 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**.

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

Prima Castor
ROSELE L. NABONGSIAN
Consultant's Witness

Maria Leonor Josephine C. Jayme
MARIA LEONOR JOSEPHINE C. JAYME
Consultant

Jason A. Mergene
JASON A. MERGENE
DEPED's Witness

Michael Wesley T. Poa
ATTY. MICHAEL WESLEY T. POA
DEPED

“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.

P. Macang (Cw)
ROBERTO L. MANGALANG
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.

M. Jayme
MARIA LEONOR JOSEPHINE C. JAYME
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.

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.

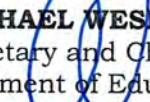
J. N. Mercante
JASON N. MERCANTE
DEPED's Witness

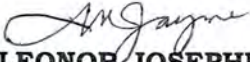
M. Wesley T. POA
MICHAEL WESLEY T. POA
DEPED

[Handwritten signature]


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.

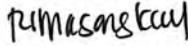
SIGNED, SEALED AND DELIVERED BY:


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


MARIA LEONOR JOSEPHINE C. JAYME
Consultant

SIGNED IN THE PRESENCE OF:


JASON N. MERGENE
DepEd's Witness


ROCHELLE L. MABANGAY
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: *₱60,000.00*


MA. KHUNNAL L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S
PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____ **PASIG CITY**, Philippines,
this ____ day of **03 MAY 2024** 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

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

DepEd ID No. 60-827125-2

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 six (6) pages (exclusive of attachments), including 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.

ATTY. NEIL TANGKIT ALBOPERA

NOTARY PUBLIC
NOTARY PUBLIC

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. 53 (2024-2025)
Cellphone No. 0977 -634-4229

Doc. No. **159**;
Page No. **77**;
Book No. **814**
Series of 2024.

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for MAKATI CITY, Philippines, this ____ day of 03 MAY 2024 2024 personally appeared:

NAME

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

MARIA LEONOR JOSEPHINE C. JAYME
Consultant

Passport ID No. P1277513B

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 six (6) pages (exclusive of attachments), including 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

Doc. No. 369
Page No. 74
Book No. 10
Series of 2024.



ATTY. SHERLUCK JUN C. VILLEGAS
Notary Public for Makati City
Appt. No. M-274 until Dec. 31, 2024
Unit 3C LRA Bldg., 115 Perea St
Legaspi Village, Makati City
Roll No. 70942
IBP No. 323-10 / 11-30-2023 / Pasig City
PTR No. 10074513 / 01-02-2024 / Makati City
MCLE Compliance No. VII-0020869/April 14, 2025