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Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 632-15-61, Website <http://www.deped.gov.ph>



PROJECT : Hiring of Highly Technical Consultant
CONTRACT NO. : 2023-OSEC1(009)-BV-NPHTC003-C002

CONTRACT

30 MAR 2023

THIS CONTRACT made and entered this ____ day of ____ 2023 in
_____, Philippines, by and between:

PASIG CITY

The **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary, **GLORIA JUMAMIL-MERCADO**, as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-60, hereinafter referred to as "**DEPED**"; and **NOLASCO A. MEMPIN**, of legal age, Filipino, and with address at Lot 8 Block 13 Burgundy St., Riviera Residential Estates, Brgy. Biluso, Silang, Cavite, Philippines, hereinafter referred to as the "**CONSULTANT**."

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

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 (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 the Secretary (OSec), pursuant to the approved Resolution to Engage Consultant No. **2023-OSEC1(009)-BV-NPHTC-003** dated 29 March 2023, on the hiring of HTC 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. **2023-OSEC1(009)-BV-NPHTC-003** dated 29 March 2023 and all its attachments;
- ii. Notice of Award; and
- iii. Terms of Reference.

2. DURATION OF ENGAGEMENT

This Contract shall be for a period of **SIX (6) 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

B. NOLASCO A. MEMPIN
Consultant's Witness

NOLASCO A. MEMPIN
Consultant

MELIE A. ASPREZ
DEPED's Witness

GLORIA JUMAMIL-MERCADO
DEPED

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 high-level policy advice on topics/agenda that are confidential in nature;
- ii. Provide guidance, technical oversight, and expert advice to **DEPED** in the development, implementation, monitoring and evaluation of various programs in all levels of governance on safety and security;
- iii. Engage/Collaborate with other Departments and security related services as may be required;
- iv. Submit a monthly status report to OSec; and
- v. Perform other duties as may be requested and/or assigned by the Supervising Authority and/or Secretary.

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)** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Six (6) Months	Php80,000.00 per month

Payment shall be made on a monthly basis and subject to submission of accomplishment reports and/or outputs by the **CONSULTANT** to justify payment 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, 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**.

6. CONFIDENTIALITY


EULOGIO M. DELA CRUZ
Consultant's Witness


NOLASCO A. MEMPIN
Consultant


HERLIE J. ASPRELL
DEPED's Witness


GLORIA YAMAMIL-MERCADO
DEPED


JOVEY M. SOL
Consultant's Witness

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 strictest confidence for the sole and exclusive benefit of **DEPED** and that he or she shall carefully restrict access to Confidential Information to third parties without consent from the Supervising Undersecretary and/or the Secretary.

7. EMPLOYER-EMPLOYEE RELATIONSHIP


NOLASCO A. MEMPIN
Consultant

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.

8. LIQUIDATED DAMAGES


MERLIE J. ASPER
DEPED's Witness

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


GLORIA J. MAMIL-MERCADO
DEPED

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.

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:


GLORIA JUMAMIL-MERCADO
Undersecretary
Department of Education


NOLASCO A. MEMPIN
Consultant

SIGNED IN THE PRESENCE OF:


MERLIE J. ASPREY
DepEd's Witness


BRYN M. RUEDA
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱420,000-


MA. RHUNNA 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 **30 MAR 2023** personally appeared:

NAME
NOLASCO A. MEMPIN
Consultant

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
DRIVER: LICENSE
D04-90-03819
Validity: 2032/01/28

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.

Lm Amon
ATTY. LETICIA M. AMON
Notary Public
NOTARY PUBLIC
Pasig, PANGASIPAN
Valid Until December 31, 2023
Roll No. 22188
PTR AA No. 0112306/01-03-23
Lifetime IBP Member No 04286
Official Receipt No 574709. IBP Chapter
MCLE Compliance No VII-0000050/6-18-2019
Ground Flr. Armal Centre, U. Velasco, Ave.,
Malinao, Pasig City

Doc. No. 497;
Page No. 101;
Book No. 81;
Series of 2023.

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

ACKNOWLEDGMENT

PASIG CITY

BEFORE ME, a Notary Public in and for _____,
Philippines, this ____ day of 30 MAR 2023 2023 personally appeared:

NAME
GLORIA JUMAMIL-MERCADO
Undersecretary
DEPED

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
Passport
P6519758A, March 22, 2018, DFA Manila

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.

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Page No. 101;
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Series of 2023.

L. Mamon
ATTY. LETICIA M. AMON
Notary Public
Pasig, Pateros & San Juan
Valid Until December 31, 2023
Roll No. 22188
PTR AA No. 0112306/01-03-23
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