



*Alan J. Samagdo*  
Consultant's Witness

**PROJECT : Hiring of Highly Technical Consultant**  
**CONTRACT NO. : 2023-OSEC1(008)-BV-NPHTC004-C005**

**CONTRACT** 30 MAR 2023

**THIS CONTRACT** made and entered this \_\_\_\_ day of \_\_\_\_\_ 2023 in ~~\_\_\_\_~~ **PASIG CITY**, Philippines, by and between:

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 **DR. SEVERINA M. VILLEGAS**, of legal age, Filipino, and with address at 042 Gen. Malvar Ave., Barangay 1, Sto. Tomas City, Batangas, 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(008)-BV-NPHTC-004** 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(008)-BV-NPHTC-004** 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

*Smillegas*  
DR. SEVERINA M. VILLEGAS  
Consultant

*Merle J. Asprey*  
MERLE J. ASPREY  
DEPED's Witness

*Gloria Jumamil-Mercado*  
GLORIA JUMAMIL-MERCADO  
DEPED



  
Consultant's Witness

no additional expense to **DEPED**, other than what is stipulated in this Contract.

**3. TERMS OF REFERENCE**

The **CONSULTANT** shall perform the following:

- i. Extend professional guidance to the core team of the National Educators Academy of the Philippines (NEAP) in relation to the educators' integral personal and professional development;
- ii. Revisit the Values Education Framework with the Values Education Focal Persons under the Office of the Undersecretary for Curriculum and Teaching through a comprehensive study on Values Education as a discipline, values integration across subject areas, values, and character as the foundation of education's culture of excellence;
- iii. Revisit the Values Education Framework's alignment with Republic Act No. 11476 (GMRC and Values Education Act);
- iv. Introduce the whole gamut of coaching culture as the consultant coaches the newly appointed Directors in the Central Office and the Directors of the Bureau of Curriculum and Development and Bureau of Learning Delivery; and
- v. Perform other duties as may be requested and/or assigned by the Supervising Authority and/or Secretary.

  
DR. SEVERINA M. VILLEGAS  
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 FIVE HUNDRED FORTY THOUSAND and 00/100 (Php540,000.00)** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Six (6) Months	Php90,000.00 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.

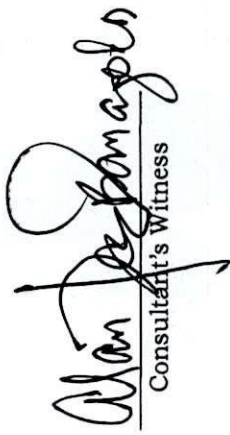
**5. INTELLECTUAL PROPERTY RIGHTS**

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

  
HERNIE J. ASPED  
DEPED's Witness

  
GLORIA MAMAIL-MERCADO  
DEPED



  
Consultant's Witness

  
DR. SEVERINA M. VILLEGAS  
Consultant

  
MELIE J. ASPER  
DEPED's Witness

  
GLORIA JUMAMIL-MERCADO  
DEPED

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 "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**

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**


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.

**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

  
**DR. SEVERINA M. VILLEGAS**  
Consultant

SIGNED IN THE PRESENCE OF:

  
**HERLIE J. ASPRER**  
DepEd's Witness

  
**Adam B. Somapala**  
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱540,000.-

  
**MA. RHUNNAL. CATALAN**  
Chief Accountant



REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_, METRO MANILA) S.S  
**PASIG CITY**

**ACKNOWLEDGMENT**

**PASIG CITY**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_,  
Philippines, this \_\_\_\_ day of 30 MAR 2023 2023 personally appeared:

**NAME**

**DR. SEVERINA M. VILLEGAS**  
Consultant

**GOVERNMENT ISSUED ID**

(Number, Issued On, Issued By)

Senior Citizen ID # 2444  
Issued on: October 2007  
Issued by: Mayor Edna P. Sanchez

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. 495 ;  
Page No. 100 ;  
Book No. 87 ;  
Series of 2023.

  
**ATTY. LETICIA M. AMON**  
Notary Public  
**NOTARY PUBLIC**  
Pasig, Pateros & San Juan  
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

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 0 MAR 2023 2023 personally appeared:

**NAME**  
**GLORIA JUMAMIL-MERCADO**  
Undersecretary  
DEPED

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)  
Passport  
P0519758A, 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.

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. JW;  
Page No. 102;  
Book No. 81;  
Series of 2023.

*L. Amon*  
**ATTY. LETHICIA M. AMON**  
Notary Public  
**NOTARY PUBLIC**  
Pasig, Pateros & San Juan  
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