



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
<https://www.deped.gov.ph/>



PROJECT: Hiring of Highly Technical Consultant
(Mr. Adonis P. David)
CONTRACT NO.: 2024-ASEC4(001)-BV-NPHTC055-C264

CONTRACT

THIS CONTRACT made and entered into this 21 day JAN 2025
2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd
Complex, Meralco Avenue, Pasig City, represented herein by its Assistant Secretary
for Curriculum and Teaching-Education Assessment and Alternative Education,
JANIR T. DATUKAN as per DepEd Order No. 017, s. 2024 dated 4 December 2024
(hereinafter referred to as "**DEPED**"); and **ADONIS P. DAVID**, of legal age, Filipino,
and with address at 1486 4A, Narra St., Tondo, Metro Manila (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 (RIRR), 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 Assistant Secretary for
Curriculum and Teaching- Education Assessment and Alternative Education,
pursuant to the approved Resolution to Engage Consultant No. 2024-ASEC4(001)-
BV-NPHTC-055 dated 13 November 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-ASEC4(001)-BV-NPHTC-055 dated 13 November 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 subject to the approval of **DEPED**, provided that it shall

SAH - JBS - JAD - JRY - SIA - RLO - GLC

A. DAVID
Consultant's Witness

ADONIS P. DAVID
Consultant

MICHAEL J. Opona
DEPED's Witness

JANIR T. DATUKAN
DEPED

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:

- a. Provide high-level policy advice on agenda and topics related to educational assessment and the basic education curriculum;
- b. Provide high-level advice in the formulation, development and implementation of strategic policies and reforms to basic education in relation to assessment and evaluation of learners in both national and international levels and the curriculum;
- c. Provide inputs on global trends and best practices in assessment and evaluation taking into consideration their contextualization in the Philippine setting;
- d. Provide guidance, technical oversight, and expert advice to the Curriculum and Teaching (CT) Strand in the development of various programs, and in the implementation, monitoring, and evaluation of various programs;
- e. Assist in coordinating with local and international agencies and organizations on needed research, study, and advice regarding assessment and evaluation in basic education and the curriculum;
- f. Provide mentoring and support to the CT Directors and Chiefs of the CT Strand;
- g. Review the operations manual of offices with focus on assessment and evaluation, which will serve to implement their programs; and
- h. Perform other duties as may be requested and/or assigned by the Assistant Secretary for Curriculum and Teaching.

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 THREE HUNDRED SIXTY THOUSAND AND 00/100 (Ph360,000.00) ONLY** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount (PhP)
Highly Technical Consultant	Six (6) Months	60,000.00 per month
Total (PhP)		360,000.00

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



SHEILA A. DAVILA
Consultant's Witness


ADONIS P. DAVID
Consultant


MITCHEL J. D. SPENZA
DEPED's Witness



JANIR T. DATUKAN
DEPED

Reference, which is hereto attached as Annex "A" and made an integral part hereof.


SHERYL A. DAVID
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 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**.


ADONIS P. DAVID
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 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.


MICHAEL D. UENOZA
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.


JANIR T. DATUKAN
DEPED

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. Once the liquidated damages amounts to at least ten percent (10%) of the Contract Price, 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.

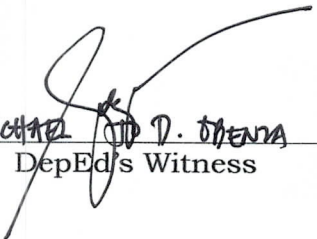
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.


SIGNED, SEALED AND DELIVERED BY:


JANIR T. DATUKAN
Assistant Secretary
Curriculum and Teaching-
Education Assessment and Alternative Education
Department of Education




ADONIS P. DAVID
Consultant

SIGNED IN THE PRESENCE OF:


MICHAEL D. OBENNA
DepEd's Witness


SHEREL A. DAVID
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱360,000.-


MA. RHUNNAL. CATALAN
Chief Accountant


REPUBLIC OF THE PHILIPPINES)

_____PASIG CITY_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the _____PASIG CITY_____,
Philippines, this _____ day of _____ 2024 personally appeared:

21 JAN 2025

NAME

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

JANIR T. DATUKAN
Assistant Secretary
Curriculum and Teaching-
Education Assessment and Alternative
Education
DEPED

Passport No. P6514692A

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 TAN ANGIT ALBOPERA
NOTARY PUBLIC

Until December 31, 2025
Pasig City and Mun. of Pateros, Metro Manila
PTR No. 2656184/01-02-2025/Pasig City
Roll of Attorney No. 76228
IBP No. 479644/11-29-2024

MCLE No. VIII-0014734 valid until April 14, 2028
G/F Temporary Pasig City Hall, Bridgetowne Blvd.,
Rosario, Pasig City
TIN No. 242-007-260-000
Appointment No. 58 (2024-2025)
Cellphone No. 0977-634-4229


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Series of 2024.

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

ACKNOWLEDGMENT

PASIG CITY

BEFORE ME, a Notary Public for and in the _____,
Philippines, this ____ day of JAN 2024 personally appeared:

NAME

ADONIS P. DAVID
Consultant

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


0000493, 9/16/2018/PEE

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

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Book No. XIV
Series of 2024


ATTY. NEIL TANGI ALBOBERA
NOTARY PUBLIC
Until December 31, 2025
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