



PROJECT: Hiring of Highly Technical Consultant
CONTRACT NO.: 2023-EPS3(002)-BV-NPHTC025-C013

CONTRACT

THIS CONTRACT made and entered into this 14 SEP 2023 day of 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Human Resource and Organizational Development, **GLORIA JUMAMIL-MERCADO**, as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-60, dated 14 March 2023 (hereinafter referred to as "**DEPED**"); and **DONNABELLE S. SASTRILLO**, of legal age, Filipino, and with address at 9 Armstrong St., Doña Faustina Village 1, Culiati, Quezon 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 External Partnerships Service-Government and Community Partnership Unit, pursuant to the approved Resolution to Engage Consultant No. **2023-EPS3(002)-BV-NPHTC-025** dated 29 May 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-EPS3(002)-BV-NPHTC-025** dated 29 May 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 **FOUR (4) MONTHS** upon his or her receipt of the Notice to Proceed (NTP).

[Signature]
DO KYUNG
Consultant's Witness

[Signature]
DONNABELLE S. SASTRILLO
Consultant

[Signature]
Sabina C. De Castro
DEPED's Witness

[Signature]
GLORIA JUMAMIL-MERCADO
DEPED

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.

3. TERMS OF REFERENCE

The **CONSULTANT** shall perform the following:

- a. Update the existing design prototypes and develop additional modules based on the consolidated recommendation after the DPAP launch;
- b. Conduct User Acceptance Test (UAT) for each developed module, enhance the workflow processes, and update the contents of the DPAP public site;
- c. Conduct orientations, capability-building activities, and consultation sessions for DPAP users, and consultation sessions for the next phase of the DPAP design, and development;
- d. Develop a proposal for NEDA Innovation Grant and assist in the preparation of documents to be submitted to the NEDA Innovation Council; and
- e. Perform other related functions and duties as may be assigned by the Head of the Office.

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 THOUSAND AND 00/100 (Php300,000.00) ONLY** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Four (4) Months	Php300,000.00

Payment shall be made in tranches subject to the 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

[Signature]
Do 14 JUN 2023
Consultant's Witness

[Signature]
DONNABELLE S. SASTRILLO
Consultant

[Signature]
Sabina C. De Castro
DEPED's Witness

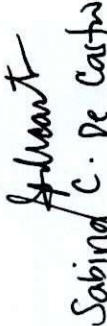
[Signature]
GLORIA JUMAMIL-MERCADO
DEPED


Do Kyung Lee

Consultant's Witness


DONABELLE S. SASTRILLO

Consultant


Sabina C. De Castro

DEPED's Witness


GLORIA JUMAMIL-MERCADO

DEPED

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 "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.

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 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.

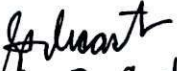
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.


SIGNED, SEALED AND DELIVERED BY:


GLORIA JUMANI-MERCADO
Undersecretary for Human Resource
and Organizational Development
Department of Education


DONNABELLE S. SASTRILLO
Consultant

SIGNED IN THE PRESENCE OF:


Sabina C. De Castro
DepEd's Witness


SOO KYUNG LEE
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱300,000-


MA. RHUNNA L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY,
Philippines, this 14 SEP of 2023 2023 personally appeared:

NAME	GOVERNMENT ISSUED ID <i>(Number, Issued On, Issued By)</i>
DONNABELLE S. SASTRILLO Consultant	P9544424A, 14 November 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. 468 ;
Page No. 94 ;
Book No. CXXXI ;
Series of 2023.

NOTARY PUBLIC
Rosalinda Adriano-Montenegro
ATTY. ROSALINDA ADRIANO-MONTENEGRO
NOTARY PUBLIC
Commission Expires on Dec. 31, 2023
PTR No. 4028249-D; Jan. 3, 2023- Q.C
IBP No. 263982- January 2023
Roll No. 68465
MCLE Comp. No. VII-0021672 Valid until April 14, 2025

93:

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY, Philippines, this 14 SEP 2023 day of 2023 personally appeared:

NAME

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

GLORIA JUMAMIL-MERCADO
Undersecretary for Human Resource and
Organizational Development
Department of Education


P6519758A, 22 March 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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78:



Republic of the Philippines
Department of Education
 EXTERNAL PARTNERSHIPS SERVICE

CONSULTANCY SERVICES
TERMS OF REFERENCE

PROJECT TITLE: Hiring of Highly Technical Consultant

DESCRIPTION	END-USER'S TERMS OF REFERENCE
RATIONALE / OVERVIEW	<p>The Department of Education through the External Partnerships Service (EPS) developed the DepEd Partnership Assistance Portal (DPAP) which aims to automate partnership processing and gathering data and reports. It systematizes the processes of partnership engagements and expedites the process of partnership agreements.</p> <p>DPAP was developed in collaboration with PLDT Gabay Guro and Metro Pacific Investments Corporation through the assistance of the EPS Knowledge Management Specialist, Ms. Donnabelle S. Sastrillo. DPAP is designed with a user responsive and user-friendly interface for its identified user type so that partnership data can be gathered and analyzed seamlessly, and that information is made available and accessible to support stakeholder decision-making.</p>
OBJECTIVE	<ul style="list-style-type: none"> • To provide readily available information and increase efficiency in bridging the gap between the resource needs of schools to available resources from public and private organizations.
SCOPE OF THE SERVICES	<p>The consultant will be required to do the following tasks:</p> <ol style="list-style-type: none"> a. Finalize the minimum viable product of the DepEd Partnerships Assistance Portal (DPAP) by conducting user tests, enhancing the workflow processes of the core modules, and completing the contents of the DPAP public site prior to the launching b. Perform necessary tasks in preparation for the launching of the DepEd Partnerships Assistance Portal such as leading the production and editing of the audio-visual presentations c. Enhance the DPAP roadmap based on initial

	<p>orientation and consultation with other DepEd offices</p> <p>d. Develop a Proposal for NEDA Innovation Grant</p> <p>e. Conduct orientations, capability-building activities, and consultation sessions for the next phase of the DPAP design and development</p> <p>f. Update the existing design prototypes and develop additional module designs as necessary</p> <p>g. Perform other related functions and duties as may be assigned by the Head of the Office.</p>										
<p>MINIMUM MANPOWER REQUIREMENTS</p>	<p><i>One (1) Highly Technical Consultant (HTC)</i></p> <ul style="list-style-type: none"> • Preferably with master's degree related to Education and System Management • Has at least five (5) years of progressive experience and proven track record in Knowledge Management work, particularly in designing and developing knowledge management systems, including framework, policies, standards, IT infrastructure, people and process components and its management and implementation thereof, designed for the public sector, with knowledge management practice certification. • With background knowledge on partnership management. <p>Has worked on government project(s) focusing on the design and development of information management systems, websites and other platforms, including software documentation.</p>										
<p>FACILITIES AND EQUIPMENT (TO BE PROVIDED BY PROCURING ENTITY)</p>	<p>N/A</p>										
<p>OUTPUT SCHEDULE/ DELIVERABLES AND PAYMENT SCHEDULE</p>	<p>WORK DELIVERABLES AND PAYMENT SCHEDULE</p> <table border="1" data-bbox="582 1561 1476 2020"> <thead> <tr> <th rowspan="2">Tranche</th> <th rowspan="2">Outputs / Deliverables</th> <th colspan="2">Payment Schedule</th> </tr> <tr> <th>Payment</th> <th>Timelines</th> </tr> </thead> <tbody> <tr> <td>1st</td> <td>Submit User test reports, enhanced workflow processes of the core modules and contents of the public site</td> <td>Php 75,000.00</td> <td>Processing of payment within two (2) weeks after the submission of User Test reports, enhanced workflow processes of core modules</td> </tr> </tbody> </table>	Tranche	Outputs / Deliverables	Payment Schedule		Payment	Timelines	1 st	Submit User test reports, enhanced workflow processes of the core modules and contents of the public site	Php 75,000.00	Processing of payment within two (2) weeks after the submission of User Test reports, enhanced workflow processes of core modules
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f 3: 

			and contents of the public site.
2 nd	Submit Audio-visual presentation flow and script, actual audio-visual presentation of the DPAP walkthrough, and Enhanced DepEd Partnership Assistance Portal Roadmap	Php 90,000.00	Processing of payment within two (2) weeks from the submission of Audio-visual presentation flow and script, actual audio-visual presentation of the DPAP walkthrough, and Enhanced DepEd Partnership Assistance Portal Roadmap
3 rd	Submit Proposal for the NEDA Innovation Grant	Php 75,000.00	Processing of payment within two (2) weeks from the submission of Proposal for the NEDA Innovation Grant
4 th	Submit Executive Summary Reports of orientations, capability-building activities and consultation sessions, and Updated design prototypes and additional module designs	Php 60,000.00	Processing of payment within two (2) weeks from the submission of Executive Summary Reports of orientations, capability-building activities and consultation sessions, and Updated design prototypes and additional module designs
	Total	Php 300,000.00	

fg. Souventilla