



PROJECT : Hiring of Highly Technical Consultant
 (Mr. Martin B. Española, Jr.)
CONTRACT NO.: 2024-FS7(001)-BV-NPHTC003-C023

CONTRACT

THIS CONTRACT made and entered into this day of APR 26 2024 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 **MARTIN B. ESPAÑOLA JR.**, of legal age, Filipino, and with address at 40 Onyx St., Barangay 180, Maricaban, Pasay 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 (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 Finance Service-Government Assistance and Subsidies Office, pursuant to the approved Resolution to Engage Consultant No. 2024-FS7(001)-BV-NPHTC-003 dated 12 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-FS7(001)-BV-NPHTC-003 dated 12 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.

[Signature]
 Consultant's Witness

[Signature]
MARTIN B. ESPAÑOLA JR.
 Consultant

[Signature]
BABY LYN J. BRIONES
 DEPED's Witness

[Signature]
ATTY. MICHAEL WESLEY T. POA
 DEPED

[Signature]

3. TERMS OF REFERENCE

The **CONSULTANT** shall perform the following:

I. JDVP System Development GASO Focal

a. Requirement Gathering and Validation:

- Participate in meetings with stakeholders to discuss and document specific needs and expectations for the JDVP system.
- Validate the documented functional and non-functional requirements by providing feedback based on the end-user perspective.

b. User Interface (UI/UX) Feedback:

- Provide insights during UI/UX design review sessions to ensure the interface is intuitive, user-friendly, and meets diverse user needs.

c. Testing and Quality Assurance:

- Participate in user acceptance testing (UAT) to identify issues from an end-user perspective and provide detailed feedback on encountered issues.

d. Training and Documentation:

- Assist in creating user manuals or guides, providing insights into common challenges and suggesting essential topics for training materials.
- Participate in and possibly conduct training sessions to ensure end users are comfortable with the system.

e. Security and Compliance Feedback:

- Provide feedback on security measures and privacy controls, ensuring they are practical without compromising usability.
- Help identify potential data protection and privacy concerns specific to educational operations.

f. System Deployment and Feedback:

- Act as a liaison between end users and the development team during deployment, communicating immediate feedback, issues, or concerns.

g. Ongoing Support and Improvement:

- Serve as a point of contact for end-user feedback, gathering insights for system improvements or new features.
- Collaborate with the technical support team to effectively resolve system-related issues.

h. Acting as System Support Post-Endorsement to ICTS:

- **First-Level Support:** Serve as the first point of contact for end users experiencing difficulties, attempting to resolve common issues or providing guidance on system usage.
- **Liaison with ICTS:** Communicate and escalate complex issues to the ICTS team, providing detailed reports and feedback to facilitate quick resolutions.
- **Feedback Collection for Continuous Improvement:** Continuously collect and analyze user feedback post-deployment to identify areas for improvement, additional training needs, or system enhancements.
- **Update and Patch Management:** Assist ICTS in coordinating the rollout of updates, patches, or new features, ensuring end users are informed and prepared for changes.
- **Security Monitoring:** Participate in monitoring the system for security threats or breaches, working closely with ICTS to address any vulnerabilities promptly.


Consultant's Witness


MARTIN B. ESPAÑOLA JR.
Consultant


BABY LYNN J. BRINES
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

- **Documentation and Knowledge Base Contribution:** Contribute to and maintain a knowledge base for the JDVP system, creating resources that help users troubleshoot common issues or understand new features.

II. Contribution to Legislative Deliberations

a. Expert Testimony and Information Sharing:

- Prepare and provide expert testimony on matters related to assistance and subsidies programs of DepEd, focusing on data-driven insights and the potential impact of proposed legislation.
- Develop informational materials, including research findings, case studies, and comparative analyses, to support DepEd's position and recommendations during legislative hearings.

b. Feedback on Draft Legislation:

- Compile and synthesize educational research, program data, and stakeholder feedback relevant to the assistance and subsidies programs for internal review.
- Provide detailed, written feedback on draft legislation to the legislative liaison office, focusing on technical expertise and the educational implications of proposed changes.

III. Leading the Drafting of Policies for Voucher Program Expansion

a. Strategic Planning:

- Conduct a comprehensive review of existing voucher programs, identifying strengths, weaknesses, opportunities, and threats related to the expansion to K to 6.
- Outline strategic goals and objectives for the voucher program expansion, ensuring alignment with DepEd's broader educational mission.

b. Stakeholder Engagement:

- Facilitate targeted engagement sessions with educators, parents, and students to gather insights and preferences concerning the expansion of the voucher program.
- Summarize stakeholder inputs, highlighting key themes and concerns to inform policy development.

c. Policy Drafting:

- Draft policy proposals based on a synthesis of educational research, stakeholder feedback, and strategic objectives, clearly articulating the rationale, goals, and implementation mechanisms for the voucher program expansion.
- Coordinate with relevant departments to ensure proposed policies are comprehensive, addressing operational, financial, and educational considerations.

d. Implementation and Feedback Loop:

- Outline a phased implementation plan for the voucher program expansion, including pilot phases, feedback mechanisms, and scalability considerations.
- Develop a framework for ongoing evaluation and feedback collection post-implementation to ensure the policy remains responsive to stakeholder needs and educational outcomes.


MARTIN B. ESPAÑOLA JR.
Consultant's Witness


MARTIN B. ESPAÑOLA JR.
Consultant


BABY LYN J. BRIONES
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

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 EIGHTY THOUSAND, ONE HUNDRED AND 00/100 (PhP380,100.00) ONLY** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount (PhP)
Highly Technical Consultant	Six (6) Months	380,100.00

Payment shall be made on a monthly basis (*or per tranche*) and subject to 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 "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

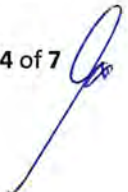
It is understood that this Contract does not create an employer-employee relationship between **DEPED** and the **CONSULTANT**; that the services rendered hereunder by the **CONSULTANT** are not considered and will not be credited as government service; and that the **CONSULTANT** is not


Consultant's Witness


MARTIN B. ESPAÑOLA JR.
Consultant


DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED



entitled to benefits enjoyed by regular personnel of **DEPED** unless otherwise provided by law.

8. LIQUIDATED DAMAGES

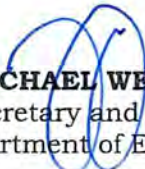
If the **CONSULTANT** fails to satisfactorily perform his or her services within the period(s) specified in the Contract inclusive of duly granted time extensions, if any, **DEPED** will, without prejudice to other remedies under the Contract and applicable laws, deduct from the Contract Price, as liquidated 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:


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


MARTIN B. ESPAÑOLA JR.
Consultant

SIGNED IN THE PRESENCE OF:


BABY LYN J. BRIONES
DepEd's Witness


MARIANNE KAT
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱380,100.00


MA. RHUNNAL CATALAN
Chief Accountant

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for TAGUIG CITY, Philippines,
this ____ day of APR 26 2024 2024 personally appeared:

NAME	GOVERNMENT ISSUED ID <i>(Number, Issued On, Issued By)</i>
MARTIN B. ESPAÑOLA JR. Consultant	Drivers NO3-22-303604

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 seven (7) 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. 31 ;
Page No. 8 ;
Book No. 6 ;
Series of 2024.


ATTY. ERIC WINSON F. CEA
Notary Public for Taguig City
Roll of Attorneys No. 85113
Novicio Bldg., Pendatun Ave., Upper Bicutan, Taguig City
IBP No. 325865 - 12/07/2023 - Manila I Chapter
PTR No. 6089652 - 01/08/2024 - Taguig City
MCLE Compliance: Admitted to the Philippine Bar: May 2023
Commission expires on 31, December 2025