



**PROJECT : Hiring of Highly Technical Consultant**  
**CONTRACT NO. : 2023-EPS3(001)-BV-NPHTC015-C009**

**CONTRACT**

**THIS CONTRACT** made and entered this 31 day of JULY 2023 in QUEZON CITY, Philippines, by and between:

The **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, 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-2023-060 (hereinafter referred to as "**DEPED**"); and **ASER B. JAVIER, Ph.D.**, of legal age, Filipino, and with address at Downhill Drive, Faculty Village, Los Baños, Laguna, Philippines (hereinafter referred to as the "**CONSULTANT**").

**DEPED** and the **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 External Partnerships Service-Government and Community Partnership Unit (EPS-GCPU), pursuant to the approved Resolution to Engage Consultant No. **2023-EPS3(001)-BV-NPHTC-015** dated 10 May 2023, on the hiring of 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:

- i. Resolution to Engage Consultant No. **2023-EPS3(001)-BV-NPHTC-015** dated 10 May 2023 and all its attachments;
- ii. Notice of Award; and
- iii. Terms of Reference.

**2. DURATION OF ENGAGEMENT**

The **CONSULTANT** shall perform the required services upon his or her receipt of the Notice to Proceed (NTP). This Contract shall be for a period of **SIX (6) MONTHS**. Extension of the period may be allowed on

*[Signature]*  
Consultant's Witness

*[Signature]*  
**ASER B. JAVIER, Ph.D.**  
Consultant

*[Signature]*  
JPO-AS A. LAMAS  
DEPED's Witness

*[Signature]*  
**GLORIA JUMAMIL-MERCADO**  
DEPED

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. Develop the Conceptual Framework for DepEd Partnership (in coordination with PMS, Curriculum and Teaching Strands, BHROD Strands and Legal Service);
- b. Prepare the Concept Note on the creation of partnership visual maps in the form of a partnership book that is both digital and print;
- c. Develop strategies for investment aligned with the MATATAG Agenda;
- d. Develop the Partnership Engagement Guidelines for Learning Hubs;
- e. Attend/undertake partnership engagement with DILG-Local Government Academy (DILG-LGA) on DepEd's role in the NEO Framework;
- f. Conduct Partnership Learning Sessions; and
- g. Prepare program design and act as resource person in the following:
  - i. Local Government Leagues Forum;
  - ii. Private and Public Convergence Meeting; and
  - iii. Capacity Building for Partnership Focal Persons.

**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	Six (6) Months	Php50,000.00 per month

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 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 for any purpose other than what is stipulated under this Contract. Immediately upon

*[Signature]*  
**MARIO S. DOMINGOS**  
 Consultant's Witness

*[Signature]*  
**ASER B. JAVIER, Ph.D.**  
 Consultant

*[Signature]*  
**JHOANA X. LUNA**  
 DEPED's Witness

*[Signature]*  
**GLOBA JUMAMIL-MERCADO**  
 DEPED

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 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**

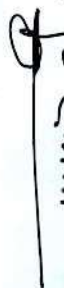
It is understood that this Contract does not create an employer-employee relationship between **DEPED** and the **CONSULTANT**; that the services rendered hereunder by the **CONSULTANT** are not considered and will not be credited as government service; and that the **CONSULTANT** is not entitled to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

  
WILFRED S. PARRAS  
Consultant's Witness


  
ASER B. JAVIER, Ph.D.  
Consultant

  
JHO-PAK A. LUNA  
DEPED's Witness

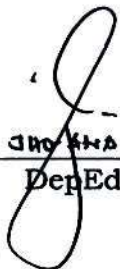
  
GLORIA JUMAMIL-MERCADO  
DEPED

**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 for Human Resource and  
Organizational Development  
Department of Education

  
**ASER B. JAVIER, Ph.D.**  
Consultant

  
**JOHANA A. LLANA**  
DepEd's Witness

*SIGNED IN THE PRESENCE OF:*

  
**MARIO S. TORRES**  
Consultant's Witness

**CERTIFIED FUNDS AVAILABLE: ₱300,000.-**

  
**MA. RHUNNAL CATALAN**  
Chief Accountant *7/2/19*  
*7/2/19*

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

**ACKNOWLEDGMENT**

QUEZON CITY

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_,  
Philippines, this \_\_\_\_\_ day of JUL 31 2023 2023 personally appeared:


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

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

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.

  
ATTY. ELISEO S. CALMA, JR.  
Notary Public for Q.C. / until Dec. 31, 2024  
Roll No. 50183  
**NOTARY PUBLIC**  
PTR No. 409717217, Jan. 03, 2023  
IBP No. 257225, Jan. 01, 2023  
MCLE Comp. No. VII-0006924(09/21/2021-04/14/2025)  
Adm. Matter No. NP-062(2022-2023)  
20 Kamagong St., Sapananai Vill. East Fairview Q.C.  
TIN: 138-541-197-000

Doc. No. 1100 ;  
Page No. 80 ;  
Book No. 1118 ;  
Series of 2023.

43:

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for QUEZON CITY,  
Philippines, this \_\_\_\_ day of JUL 31 2023 2023 personally appeared:

**NAME**  
*ASER B. JAVIER*  
**ASER B. JAVIER, Ph.D.**  
Consultant

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)  
CTO 9149388513 08/29/2018

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. U10 ;  
Page No. 80 ;  
Book No. VI ;  
Series of 2023.

**ATTY. ELISEO S. TALMA, JR.**  
Notary Public for Q.C. until Dec. 31, 2024  
**NOTARY PUBLIC**  
Roll No. 50183  
PTR No. 4007172D/Jan. 03, 2023/Q.C.  
IBP No. 257225, Jan. 01, 2023  
MCLE Comp. No. VII-0006924(09/21/2021-04/14/2025)  
Adm. Matter No. NP-062(2022-2023) .  
20 Kamagong St., Sapamanai Vill. East Fairview Q.C.  
TIN: 138-541-197-000

*an T-*  
*an T-*  
*an T-*

REPUBLIC OF THE PHILIPPINES  
 DEPARTMENT OF TRANSPORTATION  
 LAND TRANSPORTATION OFFICE  
**PROFESSIONAL DRIVER'S LICENSE**



**Last Name, First Name, Middle Name**  
**JAVIER ASER BAUTISTA**

**Nationality** PHL **Sex** M **Date of Birth** 1966/08/29 **Weight (kg)** 86 **Height (cm)** 1865

**Address**  
 DOWNHILL DRIVE FACULTY VILL LOS BAROS  
 LAGUNA

**License No.** D1A-88-038513 **Expiration Date** 2023/08/29 **Agency Code** D22

**Blood Type** O+ **Hair Color** BROWN

**Restrictions** 1,2 **Classification** A

Signature of Licensee: *Javier Aser Bautista*

EDGIAN C. SALVANTE  
 Assistant Secretary

**III. ORGAN DONATION:**  
 I WILL NOT DONATE ANY ORGAN

**IV. IN CASE OF EMERGENCY NOTIFY:**  
 NAME: LEAH BUENDIA  
 ADDRESS: PUTIHO TUNTINGIN LOS BAÑOS LAGUNA  
 TEL. NO.: 09175468569

**E-LTO DRIVER'S LICENSE - LTO DRIVER'S LICENSE - LTO**

**I. RESTRICTIONS:**  
 1. MOTORCYCLES/MOTORIZED TRICYCLES  
 2. VEHICLE UP TO 4500 KGS G V W  
 3. VEHICLE ABOVE 4500 KGS G V W  
 4. AUTOMATIC CLUTCH UP TO 4500 G V W  
 5. AUTOMATIC CLUTCH ABOVE 4500 G V W  
 6. ARTICULATED VEHICLE 1800 KGS G V W AND BELOW  
 7. ARTICULATED VEHICLE 1801 UP TO 4500 G V W  
 8. ARTICULATED VEHICLE 4501 & ABOVE G V W


**II. CONDITIONS:**  
 A. WEAR EYEGLASSES  
 B. DRIVE ONLY W/SPECIAL EOPT FOR UPPER LIMBS  
 C. DRIVE ONLY W/SPECIAL EOPT FOR LOWER LIMBS  
 D. DAYLIGHT DRIVING ONLY  
 E. ACCOMPANIED BY A PERSON W/NORMAL HEARING

Serial Number  
**096968078**



**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF TRANSPORTATION**  
**LAND TRANSPORTATION OFFICE**

**PROFESSIONAL DRIVER'S LICENSE**



Signature of Licensee

Last Name, First Name, Middle Name  
**TANDANG, MARIO SARMIENTO**

Nationality Sex Date of Birth Weight (kg) Height (m)  
**PHL M 1966/09/14 79 1.65**

Address  
**AGPUAN ST BAYOG LOS BANOS LAGUNA**

License No. Expiration Date Agency Code  
**D14-87-025472 2024/09/14 D22**

Blood Type Eye Color  
**B+ BLACK**

Restrictions Conditions  
**1,2,3,8 NONE**

Signature  
**EDGAR C. GALVANTE**  
 Assistant Secretary

III. ORGAN DONATION:  
 I WILL NOT DONATE ANY ORGAN

IV. IN CASE OF EMERGENCY NOTIFY:  
 NAME: LEONISA TANDANG  
 ADDRESS: SAME AS THE ADDRESS  
 TEL. NO. 049-536-3837

DRIVER'S LICENSE - ITO • DRIVER'S LICENSE - ITO • DRIV

- I. RESTRICTIONS:**
1. MOTORCYCLES/MOTORIZED TRICYCLES
  2. VEHICLE UP TO 4500 KGS G.V.W
  3. VEHICLE ABOVE 4500 KGS G.V.W
  4. AUTOMATIC CLUTCH UP TO 4500 G.V.W
  5. AUTOMATIC CLUTCH ABOVE 4500 G.V.W
  6. ARTICULATED VEHICLE 1600 KGS G.V.W AND BELOW
  7. ARTICULATED VEHICLE 1601 UP TO 4500 G.V.W
  8. ARTICULATED VEHICLE 4501 & ABOVE G.V.W
- II. CONDITIONS:**
- A. WEAR EYEGASSES
  - B. DRIVE ONLY W/SPECIAL EQPT FOR UPPER LIMBS
  - C. DRIVE ONLY W/SPECIAL EQPT FOR LOWER LIMBS
  - D. DAYLIGHT DRIVING ONLY
  - E. ACCOMPANIED BY A PERSON W/NORMAL HEARING

Serial Number  
**122028673**

