



PROJECT: Hiring of Highly Technical Consultant
CONTRACT NO.: 2024-USEC5(005)-BV-NPHTC023-C210

CONTRACT

THIS CONTRACT made and entered into this 17th day of August 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Finance, **ANNALYN M. SEVILLA**, as per Office Order (OO-OSEC-2024-179), dated 26 July 2024 (hereinafter referred to as "**DEPED**"); and **ATTY. ANNE RACHEL C. MIGUEL**, of legal age, Filipino, and with address at 8A Sta. Fe St., Brgy. San Antonio, SFDM, 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 (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 Undersecretary for Finance, pursuant to the approved Resolution to Engage Consultant No. 2024-USEC5(005)-BV-NPHTC-023 dated 27 May 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-USEC5(005)-BV-NPHTC-023 dated 27 May 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 be at no additional expense to **DEPED**, other than what is stipulated in this Contract.

Michael Kenneth Miel
 Consultant's Witness

ATTY. ANNE RACHEL C. MIGUEL
 Consultant

ANNALYN M. SEVILLA
 DEPED's Witness

ANNALYN M. SEVILLA
 DEPED

Michael Jenreth mje
Consultant's Witness

[Signature]
ATTY. ANNE RACHEL C. MIGUEL
Consultant

[Signature]
LILIAN ANNE
DEPED's Witness

[Signature]
ANNALYN M. SEVILLA
DEPED

3. TERMS OF REFERENCE

The **CONSULTANT** shall perform the following:

- a. Provide technical support relative to the Office's engagements related to Private Lending Institutions (PLIs), budget preparation, procurement, and Government Assistance and Subsidies (GAS);
- b. Provide technical support to the Employee Accounts Management Division (EAMD) Office in the preparation of board resolutions, memoranda, review of contracts, department orders, and other action documents relative to areas within its functional jurisdiction;
- c. Provide technical support relative to the Office's engagements with Congress, the Bureau of Internal Revenue (BIR), the Commission on Audit (COA), the Department of Budget and Management-Procurement Service (DBM-PS), and the Private Education Assistance Committee (PEAC);
- d. Provide policy advice to the Office of the Undersecretary for Finance relative to the improvement and enhancement of systems and processes of the various offices and units in the strand;
- e. Attend to events/meetings as instructed by the Undersecretary; and
- f. Perform related work as may be assigned by the Undersecretary and/or OUF Executive Assistants.

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 FOUR HUNDRED EIGHTY THOUSAND AND 00/100 (Php480,000.00) ONLY** inclusive of VAT, detailed as follows:

| Position | Contract Duration | Amount (PhP) |
|-----------------------------|-------------------|--------------|
| Highly Technical Consultant | Six (6) Months | 480,000.00 |

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.

Michael Fenwick mfe/
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**.

[Signature]
ATTY. ANNE RACHEL C. MIGUEL
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.

[Signature]
LATIPANI CRONIN
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.

[Signature]
ANNALYN M. SEVILLA
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. 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.

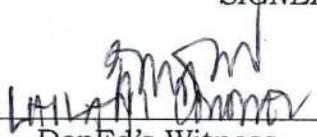
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.


SIGNED, SEALED AND DELIVERED BY:


ANNALYN M. SEVILLA
Undersecretary for Finance
Department of Education


ATTY. ANNE RACHEL C. MIGUEL
Consultant

SIGNED IN THE PRESENCE OF:


DepEd's Witness


michael kenneth miel
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱480,000.00


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 ___ day of AUG 17 2024 personally appeared:

NAME

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

ANNALYN M. SEVILLA
Undersecretary for Finance
DEPED

NATIONAL ID
6256-4813-7965-2473

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.

NOTARY PUBLIC
[Signature]

ATTY. FELIZARDO M. IBARRA
Notary Public for Q.C./ Until Dec. 31, 2024
Roll No. 80835

PTR No. 5452394D/Jan. 02, 2024/Q.C.
IBP No. 254794(2022-2024)/Q.C.

MCLE Comp. No. VIII- 0000973(04/15/2022-04/14/2025)
Admin. Matter No. NP-223(2023-2024)
Quirino Highway, Brgy. Kaligayahan Q.C.

Doc. No. 229;
Page No. 46;
Book No. 41;
Series of 2024.

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 AUG 17 2024 2024 personally appeared:

NAME

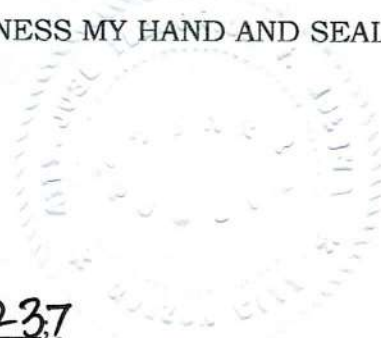
GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. ANNE RACHEL C. MIGUEL
Consultant

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.



NOTARY PUBLIC

Doc. No. 237
Page No. 48
Book No. N
Series of 2024.

ATTY. JOSE TEODORICO V. MOLINA
Notary Public for and in Quezon City
Block 65 Lot 01, Kudyapi St.,
Brgy. Greater Lagro, Quezon City
Contact Nos. 83760473 / 09615869112
Adm. Matter No. NP-019 (2023-2024)
Roll of Attorney No. 24542
MCLE Exemption No. VII-Acad003444 until 4-14-2025
Notary Commission Expires on December 31, 2024
PTR No. 5600554 / 01-08-2024 / Quezon City
ID No. 106827 / 01-08-2024