

CONSULTANCY AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Consultancy Agreement (the "Agreement") entered into on _____ by and between:

The **ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE (ASTI)**, a research and development agency attached to the **Department of Science and Technology (DOST)** of the government of the Philippines with principal office at ASTI Bldg., UP Technology Park Complex, CP Garcia Ave., Diliman, Quezon City, represented by its Director, **Dr. FRANZ A. DE LEON**, hereinafter referred to as the "**DOST-ASTI**";

-and-

CAMILLE D. PERLADA with address at 8 Kamedo St., Pasolo, 1444 City of Valenzuela, hereinafter referred to as the "**CONSULTANT**".

The **DOST-ASTI** and the **CONSULTANT** are collectively called "**PARTIES**" and individually called "**PARTY**".

WITNESSETH:

WHEREAS, the **DOST-ASTI** is in need of a Highly Technical Consultant to perform all the functions detailed below;

WHEREAS, the Solutions and Services Engineering Division, as end-user unit, has justified to the DOST-ASTI Bids and Awards Committee (BAC) the engagement of such Highly Technical Consultant pursuant to existing laws and regulations;

WHEREAS, procuring entities may contract the services of a technical expert or consultant in accordance with the provisions of Republic Act (RA) No. 9184, or the Government Procurement Reform Act, and its 2016 revised Implementing Rules and Regulations (IRR);

WHEREAS, Section 53 of the 2016 revised IRR of RA 9184 provides:

"Negotiated Procurement is a method of procurement of Goods, Infrastructure Projects and Consulting services, whereby the Procuring Entity directly negotiates a contract with a technically, legally, and financially capable supplier, contractor or consultant in any of the following cases:

[...]

53.7 Highly Technical Consultants. *In the case of individual consultants hired to do work that is (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the*

hiring of the consultant: Provided, however, that the term individual consultants shall, at the most, be on a six-month basis, renewable at the option of the appointing HoPE, but in no case shall exceed the term of the latter."

WHEREAS, the DOST-ASTI BAC conducted the necessary procurement activities in accordance with Section 53.7 of the 2016 revised IRR of RA No. 9184;

WHEREAS, the **CONSULTANT**, representing herself to have the requisite governmental permits, licenses, and necessary expertise, experience, and resources, has proposed to undertake all that is necessary for completing the services;

WHEREAS, the **DOST-ASTI** subject to the terms, conditions, and specifications of the procurement, has accepted the **CONSULTANT's** offer;

WHEREAS, the Head of the Procuring Entity approved DOST-ASTI BAC Resolution No. 25-04-046 dated 15 April 2025 recommending the award of contract for consultancy to Ms. Camille D. Perlada;

WHEREAS, on 16 April 2025, the DOST-ASTI BAC issued the Notice of Award to Ms. Camille D. Perlada;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and conditions herein contained, and other good and valuable considerations, parties hereto mutually agree as follows:

I. OBLIGATIONS OF THE CONSULTANT

The **CONSULTANT** hereby agrees that she shall devote her technical skills and expertise efficiently and effectively and to the best of her ability in the performance of the following functions:

- A. Real-time meteorological monitoring and evaluation of data, such as but not limited to:
 - 1. Tracking and assessing prediction accuracy and potential biases in meteorological data;
 - 2. Conducting in-depth analysis of forecast discrepancies to enhance model precisions; and
 - 3. Assessing the usability and overall system performance of the lightning and weather website.
- B. Algorithm enhancement and optimization, such as but not limited to:
 - 1. Improving machine learning models through ensemble techniques for better predictive accuracy;
 - 2. Developing advanced feature engineering methods to enhance forecast reliability; and
 - 3. Conducting thorough testing to ensure model robustness under diverse conditions.
- C. System development and scalability, such as but not limited to:
 - 1. Upgrading backend systems to optimize data ingestion and processing

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- efficiency;
 - 2. Implementing distributed computing frameworks to support scalability; and
 - 3. Consolidating multiple data sources to enhance the decision-making process.
- D. Stakeholder engagement and knowledge sharing, such as but not limited to:
- 1. Providing quarterly progress reports and presentations tailored to stakeholder needs;
 - 2. Conducting knowledge-sharing sessions to improve user proficiency with forecasting tools; and
 - 3. Incorporating stakeholder feedback into iterative system improvements.
- E. Final refinements and deployment of [insert name], such as but not limited to:
- 1. Performing tests and debugging of system components before deployment;
 - 2. Enhancing user interface based on usability testing and feedback; and
 - 3. Executing final comprehensive validation to ensure system reliability.

II. DELIVERABLES

The **CONSULTANT** shall submit the following to the **DOST-ASTI**:

- A. Monthly accomplishment reports duly accepted by **DOST-ASTI**;
- B. Monthly meetings to discuss project progress and outcomes, which will be supported by minutes of meeting, to be prepared by **DOST-ASTI** representatives; and
- C. Contingency work plan if there are delays from original work plan submitted.

III. PERIOD OF ENGAGEMENT

The engagement shall be from 05 May 2025 to 05 November 2025 and renewable at the sole option of **DOST-ASTI**, after review by the **DOST-ASTI** Management of the **CONSULTANT'S** performance under this Contract.

IV. COMPENSATION

The engagement fee for the **CONSULTANT** is **Three Hundred Thirty Thousand Pesos Only (P330,000.00)** inclusive of government taxes and other charges.

A monthly payment of **Fifty-Five Thousand Pesos Only (P55,000.00)** shall be made upon submission of her accomplishment report/s, as well as other requirements deemed necessary in processing such payment. It is understood that payment shall be prorated for any partial month payment that may be due to the **CONSULTANT**.

V. OWNERSHIP OF MATERIAL

All Intellectual Property (IP) rights arising from the individual intellectual contribution of the **CONSULTANT** during the contract period shall be recognized as her invention and/or creation under the project. The IP

management and other technology transfer initiatives relevant thereto shall be covered by the following rules and policies:

- A. Joint DOST-IPOPhil Administrative Order (AO) No. 001, s. 2019, amending the Implementing Rules and Regulations of RA No. 10055;
- B. DOST Policy on Intellectual Property as amended, AO No. 016, s. 2019;
- C. The Technology Transfer Protocol of the DOST R&D institutes as amended, AO No. 017, s. 2019; and
- D. The Intellectual Property Management Protocol of DOST as amended, AO No. 018, s. 2019.

The **CONSULTANT** agrees to disclose and assign its IP rights to DOST-ASTI to avail of the benefits of an inventor and/or author, as stipulated in the above rules and policies.

VI. NO EMPLOYER-EMPLOYEE RELATIONSHIP

It is expressly agreed that there is no employer-employee relationship between the DOST-ASTI and the **CONSULTANT**, it being understood that the **CONSULTANT** is an independent contractor.

VII. LIQUIDATED DAMAGES

Except when it is attributable to the DOST-ASTI's fault or to force majeure, the **CONSULTANT'S** failure to perform her obligations within the period shall be required by the DOST-ASTI for the submission of deliverables enumerated in Section II of this Contract shall make her liable for damages for the delay and shall be imposed of liquidated damages pursuant to RA No. 9184 and its 2016 revised IRR.

VIII. FORCE MAJEURE

Neither party shall be in breach of Contract if there is any partial or total failure by it of its obligations, which is occasioned by force majeure, any act of God, fire, act of the Government, war, commotion, insurrection, embargo, prevention from or hindrance in obtaining any material, energy or other supplies, labor disputes of whatever nature or any other reason beyond its control if such reasons continue and thereby prevent the performance of obligations under said circumstances.

IX. MISCELLANEOUS

In case any one or more of the provisions contained in this Contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

The DOST-ASTI reserves the right to amend any of the above terms and conditions upon written notice to the **CONSULTANT**. Such changes shall become effective and binding upon the **CONSULTANT** in the event she does

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not object or reply to such written notice within a period of ten (10) calendar days from receipt of the notice.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


FRANZ A. DE LEON, Ph.D.
Director, DOST-ASTI

CAMILLE D. PERLADA
Consultant

SIGNED IN THE PRESENCE OF:

ALVIN E. RETAMAR
Chief Science Research Specialist 

CERTIFIED FUNDS AVAILABLE:

ORS 02101102025-09-000286
APRIL 29, 2025
PHP 330,000.00


GAY CONCEPCION S. BUGAGAO
Accountant III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in the _____, Philippines, this _____, personally came and appeared:

NAME	IDENTIFICATION	DATE OF ISSUANCE	PLACE OF ISSUE
Franz A. de Leon	S0033689A (Passport)	08 March 2024	DFA, Manila
Camille D. Perlada			

Known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledge to me that the same is their own free and voluntary act and deed and that of the corporation which they hereby represent.

The instrument, consisting of six (6) page/s including the page on which this acknowledgment is written, has been signed on each and every page thereof by the parties and their witnesses.

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

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Qui.