

# CONSULTANCY AGREEMENT

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KNOWN ALL MEN BY THESE PRESENTS:

This Consultancy Agreement (the "Agreement") is 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-

**Atty. NATHAN J. MARASIGAN** with principal address at B-146, L-12, Terzaghi St., Casa Milan, Greater Lagro, Quezon City, 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** needs a Highly Technical Consultant for the Building the Foundation of the Blockchain Infrastructure for Strategic Technology Advancement and Research & Development in the Philippines (BlockSTART) project, to conduct a feasibility assessment for the establishment of a national research and development blockchain infrastructure in the Philippines;

**WHEREAS**, the Computer Software 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 himself 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. 25-06-091 dated 02 June 2025, recommending the award of contract to Atty. Nathan J. Marasigan;

**WHEREAS**, on 05 June 2025, the DOST-ASTI BAC issued the Notice of Award to Atty. Nathan J. Marasigan, which was accepted by the latter;

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

## 1. 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 his ability to perform the following functions:

- a. Lead the design and implementation of feasibility assessment;
- b. Evaluate existing blockchain technologies and recommend viable infrastructure components;
- c. Assess governance models and sustainability frameworks;
- d. Conduct stakeholder consultations and focus group discussions;
- e. Present key findings, recommendations, and progress updates to **DOST-ASTI** and the funding agency, as the need arises;
- f. Participate in coordination meetings, technical working groups, or public consultations related to the BlockSTART project;
- g. Collaborate closely with **DOST-ASTI** and BlockSTART project team; and
- h. Submit monthly accomplishment reports and relevant documentation aligned with the approved work plan.

## 2. DELIVERABLES

The **CONSULTANT** shall submit the following to the **DOST-ASTI** to be evaluated and accepted by the BlockSTART project team:

- a. Monthly accomplishment reports;

- 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.

### 3. **PERIOD OF ENGAGEMENT**

The engagement shall be from 16 June 2025 to 15 December 2025, and is renewable at the sole option of DOST-ASTI, after review by the DOST-ASTI Management of the Consultant's performance under this Contract.

### 4. **COMPENSATION**

The total engagement fee for the **CONSULTANT** is **Nine Hundred Ninety-Nine Thousand and Nine Hundred Ninety Pesos Only (P999,990.00)** inclusive of government taxes and other charges.

A monthly payment of **One Hundred Sixty-Six Thousand and Six Hundred Sixty-Five Pesos Only (P166,665.00)** shall be made upon submission of his 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**.

### 5. **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.

### 6. **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.

### 7. **LIQUIDATED DAMAGES**

Except when it is attributable to the **DOST-ASTI's** fault or to force majeure, the **CONSULTANT'S** failure to perform his obligations within the period or submit the deliverables enumerated in this Contract shall make him liable for damages for the



delay and shall be imposed of liquidated damages pursuant to RA No. 9184 and its 2016 revised IRR.

8. **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.

9. **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 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

**Atty. NATHAN J. MARASIGAN**  
Consultant

**SIGNED IN THE PRESENCE OF:**

  
**JOANNA G. SYJUOCO**  
Chief Science Research Specialist

**CERTIFIED FUNDS AVAILABLE:**

BURS 023080012025-06-000156  
JUNE 11, 2025  
Php 999,990.00

  
**GAY CONCEPCION S. BUGAGAO**  
Accountant III

Contract Amount, ₱999,990.00

999

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			
Atty. Nathan J. Marasigan			

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 five (5) 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 \_\_\_\_\_

