

CONSULTANCY AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

28 DEC 2023 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-

Dr. JOSE ILDEFONSO U. RUBRICO with address at Avida Towers Davao, CM Recto St., Brgy. 34-D, Poblacion District, 8000 Davao City, hereinafter referred to as the "**Consultant**".

The DOST-ASTI and the Consultant are collectively called "Parties" and individually called "Party".

WITNESSETH: THAT-

WHEREAS, the DOST-ASTI, in line with its mandate, continually undertakes Research and Development (R&D) activities aimed at strengthening and modernizing Information and Communications Technology and microelectronics to fully attain its goals and objectives;

WHEREAS, there is a need for a technical expert or consultant who shall assist the DOST-ASTI with the conceptualization and implementation of the Automated labeling Machine – Large-Scale Initiative (ALAM-LSI), one of its flagship R&D initiatives, to provide leadership, mentorship, direction, and decision-making for continued implementation of its tasks and deliverables;

WHEREAS, the DOST-ASTI 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 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:

[...]

6. Perform other tasks as may be required in relation to the conduct and completion of this project.

III. DELIVERABLES

Deliverables are tied down with that of the Program/Project Leader for ALAM-LSI, as follows:

1. Six (6) monthly accomplishment reports;
2. Workplan for the initiatives; and
3. Quarterly and/or annual progress reports.

IV. CONSULTING FEE AND PAYMENT

The total engagement fee for the Consultant is **Nine Hundred Ninety Thousand Pesos (Php 990,000.00)** inclusive of government taxes.

A monthly payment of **One Hundred Sixty-Five Thousand Pesos (Php 165,000.00)** shall be made on a monthly basis upon submission of accomplishment report/s.

V. DURATION OF ENGAGEMENT

The engagement shall be valid for six (6) months of the Year 3 implementation of the ALaM-LSI in which engagement shall start upon contract perfection and/or issuance of Notice to Proceed.

VI. 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 his 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:

1. Joint DOST-IPOPhil Administrative Order (AO) No. 001, s. 2019, amending the Implementing Rules and Regulations of RA No. 10055;
2. DOST Policy on Intellectual Property as amended, AO No. 016, s. 2019;
3. The Technology Transfer Protocol of the DOST R&D institutes as amended, AO No. 017, s. 2019; and
4. 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.


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


JOSE ILDEFONSO U. RUBRICO, Ph.D.
Consultant

SIGNED IN THE PRESENCE OF:

Digitally signed
by Joanna


JOANNA G. SY
Chief Science Research Specialist

CERTIFIED FUNDS AVAILABLE:

BURS 2023-12-000623


GAY CONCEPCION S. BUGAGAO
Accountant III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S. **QUEZON CITY**

BEFORE ME **28 DEC 2023** Notary Public for and in the **QUEZON CITY** Philippines, this
_____, personally came and appeared.

NAME	IDENTIFICATION	DATE OF ISSUANCE	PLACE OF ISSUE
Franz A. de Leon	S0023146A (Passport)	12 November 2021	DFA, Manila
Jose Idefonso U. Rubrico	N02-93-227417 (Drivers Lic.)	7 May 2022	Davao City

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.

28 DEC 2023

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

Doc. No. 07
Page No. 14
Book No. 11
Series of 2024

NOTARY PUBLIC
ATTY. FELIZARDO M. IDARRA
NOTARY PUBLIC until December 31, 2024
ADMIN MATTER NO. 223 (2023-2024)
ROLL NO. 89215
PTR No. 4023414 QUEZON CITY
IEP No. 254794 12 28 22
MCLE No VIII-0500973 - 04 14 25
No. 1160 Quirino Highway, Brgy. Kaligayahan, Q.C.



21 December 2023

NOTICE TO PROCEED
ALTERNATIVE MODE OF PROCUREMENT

Dr. JOSE ILDEFONSO RUBRICO
Avida Towers Davao
CM Recto St., Brgy. 34-D
Poblacion District, 8000 Davao City

Dear Dr. Rubrico,

This Notice to Proceed is hereby issued for the following contract details:

Contract Name	: <u>One (1) Lot Highly Technical Consultant</u>
Purchase Request No.	: <u>ALAM-23-11-18426</u>
Purchase / Work Order No.	: <u>Contract</u>
Total Contract Price	: <u>P990,000.00</u>
(Inclusive of taxes, import duties and all other charges or fees)	
Total Contract Price in Words	: <u>Nine Hundred Ninety Thousand Pesos Only</u>

Upon issuance of this Notice, you are hereby directed to commence the delivery of items and/or performance of services stipulated in the said Contract which shall become due and demandable in accordance with the delivery schedule stipulated therein.

Please acknowledge receipt and acceptance of this Notice by signing in the space provided below. There are two (2) copies of this document; you may keep one copy and return the other to the Bids and Awards Committee (BAC) Secretariat of the Advanced Science and Technology Institute. Should you have any questions or clarifications, you may reach us at bac-sec@asti.dost.gov.ph.

Respectfully,


FRANZ A. DE LEON, Ph.D.  Digitally signed
by Franz A. de Leon
on 2023.12.27 10:00:00
+08:00
Director

DATE OF ISSUANCE:

DEC 27, 2023

RECEIVED BY:


JOSE ILDEFONSO U. RUBRICO, Ph.D.
Signature over Printed Name

2023 Dec 28, 5 PM
Date and Time