



Annex "A"

**TECHNICAL SPECIFICATIONS FOR THREE (3) LOTS OF IP AND
TECHNICAL RESEARCH SERVICES**

Approved Budget for the Contract (ABC): P150,000.00

1. BACKGROUND AND OBJECTIVES

- 1.1. DOST-ASTI is seeking Intellectual Property (IP) and Technical Research Services for the delivery of the Freedom-to-Operate report of DOST-ASTI Technologies for commercialization.
- 1.2. The service provider must come up with a complete Freedom-to-Operate (FTO) Report of DOST-ASTI technologies for commercialization.
- 1.3. The ABC is inclusive of all applicable government taxes and service charges.

2. TECHNICAL SPECIFICATIONS

- 2.1. FTO should be drafted in accordance with the acceptable standards that analyzes the risk of potential infringement, comprising but not limited to the following:
 - 2.1.1. Comprehensive FTO search of similar, equivalent or closely related technology/system using databases such as IPOPHL, Espacenet, and Patentscope as minimum, with the following scope:
 - 2.1.1.1. Published pending Philippine patent, utility model applications and industrial design applications of similar and closely related or counterpart technologies;
 - 2.1.1.2. Valid Philippine-granted patents, utility model applications and industrial design registrations, if applicable; and
 - 2.1.1.3. Valid foreign patent applications or registrations that may enter the Philippines through the Patent Cooperation Treaty.
 - 2.1.2. Search pool in a table form including:
 - 2.1.2.1. Keywords used;
 - 2.1.2.2. Number of hits;
 - 2.1.2.3. Number of documents considered; and
 - 2.1.2.4. Number of relevant document/s.
 - 2.1.3. FTO report will be prepared on a technology basis, which may have at least one (1) IP protection, wherein the search will be based on the relevant technical features of the technology using the above-mentioned prior art search tools.
 - 2.1.4. FTO analysis, opinion, and recommendation on the technology being rolled out for commercialization (e.g., for licensing purposes or spin-off purposes).
- 2.2. Submit FTO report within thirty (30) working days from the date of receipt of complete and updated data/disclosures for the technology as evidenced by an email or any form of communication sent by DOST-ASTI Technology Licensing Office (TLO) to the service provider, and such disclosure was acknowledged as complete by service provider.
- 2.3. Non-acknowledgement of DOST-ASTI TLO's email in seven (7) calendar days would deem the disclosed data as complete.

- 2.4. Inclusive communications and other related FTO services expenses.
- 2.5. Inclusive of administrative fees, taxes, and other service and government charges.
- 2.6. Inclusive of a conclusive report of all outputs, and presentation to the DOST-ASTI management.

3. DELIVERY AND PAYMENT TERMS

- 3.1. Delivery of the service shall start not later than ten (10) calendar days upon issuance of Notice to Proceed (NTP). The engagement of the service provider shall be for sixty (60) calendar days upon commencement of services, in which reports must be submitted to DOST-ASTI.
- 3.2. Payment shall be made only upon certification/acceptance/by the end-user to the effect that the Services have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. No payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract.

**TECHNICAL SPECIFICATIONS FOR ONE (1) LOT IP AND TECHNICAL
RESEARCH SERVICES OF PRELIMINARY COMMERCIALIZATION/
TECHNOLOGY TRANSFER AND MARKET STUDY FOR
THREE (3) ASTI TECHNOLOGIES
ABC: P750,000.00**

**A. IP VALUATION WRITTEN REPORT INCLUSIVE OF RESULTS WITH ADVICE AND
RECOMMENDATIONS
PHP 150,000.00/TECHNOLOGY – THREE (3) TECHNOLOGIES**

1. BACKGROUND AND OBJECTIVES

- 1.1. DOST-ASTI is seeking IP and Technical Research Services for the delivery of the Technology/IP Valuation of DOST-ASTI technologies for commercialization.
- 1.2. The service provider must come up with a complete technology and/or IP valuation report for DOST-ASTI technology for commercialization.
- 1.3. The ABC is inclusive of all applicable government taxes and service charges.

2. TECHNICAL SPECIFICATIONS

- 2.1. Valuation report drafted in accordance with the acceptable and applicable tools and approaches.
- 2.2. Valuation report will be prepared per technology basis.
- 2.3. Provide assistance, guidance, feedback, as well as share his/her knowledge, experience and expertise on IP Valuation through a one-day training with DOST ASTI relevant personnel while discussing the results of the valuation report drafted.
- 2.4. Submit the valuation report within thirty (30) working days from the date of receipt of complete and updated data/disclosures for the technology as evidenced by an email or any form of communication sent by ASTI TLO to the contractor, and such disclosure was acknowledged as complete by contractor.
- 2.5. Non-acknowledgement of ASTI TLO's email seven (7) calendar days would deem the disclosed data as complete. Additional days may be added as deemed necessary which may be negotiated by ASTI TLO and the contractor.
- 2.6. Inclusive communications and other related Valuation expenses. Inclusive of subscription fee to royalty rate methodology, if applicable.
- 2.7. Inclusive of administrative fees, taxes, and other services, and government charges.
- 2.8. Inclusive of a conclusive report of all outputs, and presentation to the DOST-ASTI management.

3. DELIVERY AND PAYMENT TERMS

- 3.1. Delivery of service shall start not later than ten (10) calendar days upon issuance of NTP by which the service provider shall determine the TRL level of the technology and assess if subscription to royalty rates is applicable. The engagement of the service provider shall be for sixty (60) calendar days upon commencement of services, in which reports must be submitted to DOST-ASTI.
- 3.2. Payment shall be made in progress. 30% of the payment will be made upon successful identification of the technology readiness level (TRL), wherein assessment for royalty rates subscription as a valuation method will depend. The remaining 70% will be made only upon certification/acceptance/by the end-user to the effect that the services have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. No payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract.

B. PATENT IP FILING INCLUSIVE OF PRIOR ART SEARCH, PATENT REPORT DRAFTING, AND PATENT U/M PROSECUTION UNTIL GRANTED (ISSUANCE OF CERTIFICATE)

PHP 100,000 / TECHNOLOGY – THREE (3) TECHNOLOGIES

1. BACKGROUND AND OBJECTIVES

- 1.1. DOST-ASTI is seeking IP and Technical Research Services for Patent and IP Filing of DOST-ASTI technologies for commercialization.
- 1.2. The service provider must come up with a comprehensive Prior Art Search (PAS), draft claims, file, and prosecute a patent/utility model for selected DOST-ASTI technologies for commercialization.
- 1.3. The ABC is inclusive of all applicable government taxes and service charges.

2. TECHNICAL SPECIFICATIONS

- 2.1. Comprehensive PAS
 - 2.1.1. PAS report to be generated shall include the following:
 - 2.1.1.1. Published pending and valid granted local and foreign patent, utility model applications and industrial design applications of similar and closely related or counterpart technologies.
 - 2.1.1.2. Search pool in a table form including:
 - 2.1.1.2.1. Keywords used;
 - 2.1.1.2.2. Number of hits;
 - 2.1.1.2.3. Number of documents considered; and

- 2.1.1.2.4. Number of relevant document/s.
- 2.1.1.3. PAS Report will be prepared per technology basis wherein the search will be based on the relevant technical features of the technology.
- 2.1.1.4. PAS recommendation on the technology for IP protection.
- 2.1.1.5. Submit PAS report within thirty (30) working days from the said date of receipt of complete and updated data/disclosures as evidenced by an e-mail or any form of communications sent by DOST-ASTI TLO to the service provider, and such disclosure was acknowledged as complete by the service provider.
- 2.2. Patent / Utility Model Drafting and Filing – Non-Chemical.
 - 2.2.1. Drafting and filing to IPOPHIL of technology for patent/utility model application – non-chemical.
 - 2.2.2. Submit patent/utility model application within sixty (60) working days from the date of receipt of complete data and disclosures for the technology as evidenced by an email or any form of communication sent by DOST-ASTI TLO to the service provider, and such disclosure was acknowledged as complete by the service provider.
 - 2.2.3. In case technology to be filed for patent protection (or utility model) cannot be pursued, DOST-ASTI TLO may submit a new disclosure of another technology for IP filing.
- 2.3. Patent Prosecution
 - 2.3.1. Prosecution until grant of Patent/Utility Model Certificate of Registration of DOST-ASTI Technology.
 - 2.3.2. Submission of IPOPHIL Certificate of Patent/Utility Model Registration to DOST-ASTI.
 - 2.3.3. Timely communication on the progress/updates on patent filed until grant of Letters to Patent / UM Certificate.
- 2.4. Non-acknowledgment of DOST-ASTI TLO's e-mail in seven (7) calendar days would deem the disclosed data as complete.
- 2.5. Inclusive of communications and other related expenses.
- 2.6. Inclusive of professional fees, administrative fees, taxes other services, government charges, and other applicable filing fees until issuance of letters of patent / UM certificate.
- 2.7. Inclusive of a conclusive report of all outputs, and presentation to the DOST-ASTI management.

3. DELIVERY AND PAYMENT TERMS

- 3.1. Delivery of the service shall start not later than ten (10) calendar days upon issuance of NTP. The engagement of the service provider shall be for sixty (60) calendar days upon commencement of services, in which reports must be submitted to DOST-ASTI.
- 3.2. Payment shall be made only upon certification/acceptance/by the end-user to the effect that the services have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted or upon issuance of acknowledgement receipt from IPOPHIL with complete accompanying/supporting documents. No payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract.