



**Annex "A"**

**TECHNICAL SPECIFICATIONS**

**ITEM NO. 1 - IP SERVICES FOR PREPARING AND FILING OF IPs**

**1. GENERAL OVERVIEW**

- 1.1. DOST-ASTI is seeking Intellectual Property (IP) Services for Preparing and Filing of an IP Application.
- 1.2. The service provider must conduct a comprehensive prior art search, draft claims, and file a patent or utility model for one (1) technology generated by the ROAMER project.
- 1.3. The Approved Budget for the Contract (ABC) is inclusive of all applicable government taxes and service charges. The ABC likewise covers all consultancies and communication essentials for the entire IP application process.

**2. TECHNICAL SPECIFICATIONS**

**2.1. Comprehensive Prior Art Search (PAS) Service**

**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.

2.1.2. PAS report will be prepared wherein the search will be based on the relevant technical features of the technology, and;

2.1.3. PAS recommendation on the technology for IP protection.

2.1.4. Submission of the PAS report and updated data/disclosures as evidenced by an e-mail or any form of communications sent by DOST-ASTI to the Contractor, and such disclosure was acknowledged as complete by the Contractor.

**2.2. Patent or Utility Model Drafting and Filing – Non-Chemical Service**

2.2.1. Drafting and filing to IPOPHL of technology for patent / utility model application – non-chemical.

- 2.2.2. Submit patent / utility model application and disclosures for the technology as evidenced by an email or any form of communication sent by DOST-ASTI to the contractor, and such disclosure was acknowledged as complete by the contractor.
- 2.2.3. Transmittal of a copy of the final draft IP application with Acknowledgement Receipt of the filing by IPOPHL and the Official Receipt as proof of filing of the application with IPOPHL.
- 2.3. Non-acknowledgement of DOST-ASTI representative's email in seven (7) calendar days would deem the disclosed data as complete.
- 2.4. If, following a conducted PAS, it is determined that the technology intended for IP Protection cannot be pursued, charges will be based on the fees for the completed services. No fees shall be incurred for the drafting and filing of IP application if the technology is deemed ineligible for IP protection.
- 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 patent or utility model filing fees.

### **3. DELIVERY AND PAYMENT TERMS**

- 3.1. Payment shall be made upon completion of each service, which will be billed by the Contractor upon completion of the following services:
  - 3.1.1. Comprehensive PAS Service: Submission of Comprehensive PAS report to DOST-ASTI on or before 15 January 2025; and
  - 3.1.2. Patent or Utility Model Drafting and Filing – Non-Chemical Service: Final IP Draft and Filing and Acknowledgment Receipt from IPOPHL, with complete accompanying and/or supporting documents, must be submitted to DOST-ASTI on or before 15 February 2025.
- 3.2. The Contractor must provide a breakdown of their fees for each service upon submission of quotation for their services.
- 3.3. The billing per service shall be accompanied by an acknowledgment document / certification issued by DOST-ASTI certifying the completion of each service as specified in the contract.

### **4. ADDITIONAL PROVISION**

- 4.1. DOST-ASTI may engage the service provider for the prosecution of the IP application, which shall be subject to a separate contract.
- 4.2. The service provider is responsible for representing DOST-ASTI in the prosecution of the IP application, shall DOST-ASTI decide to continue with its engagement.