



EARIST

INTELLECTUAL PROPERTY
MANAGEMENT OFFICE
(E-IPMO)

an IPOPHL accredited ITSO

IP POLICY MANUAL



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**EXCERPT FROM THE MINUTES OF THE FIRST REGULAR MEETING (2021) OF
THE EARIST BOARD OF TRUSTEES HELD ON MARCH 8, 2020 VIA GOOGLE
MEET.**

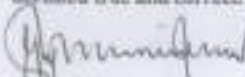
Upon motion duly seconded, the members of the Board of Trustees
approved the following resolution, viz:

Board Resolution No. 392-A-2021

APPROVING the following Manuals, with the final
endorsement by the Director of the DOST-NCR and
Chairman of the BOT Academic Committee, to wit:

1. Management Information System Manual
2. IP Policy Manual
3. Data Privacy Manual

Certified true and correct:


GILDA S. FAMILARA
Board Secretary

ATTESTED:


EDITHA V. PILLO, Ed.D.
President, EARIST
Vice-Chair, Board of Trustees

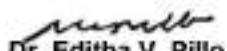
FOREWORD

Intellectual property protection is a vital function of educational institutions. With its mandate to pursue and undertake IP protection and commercialization, EARIST strives for excellence in ensuring that research output and its utilization is safeguarded by sound policies that will generate new knowledge through relevant and responsive research collaboration. The Institute serves as an avenue for the attainment of the collective aspiration for national development through IP protection and application of knowledge generation.

This revised IP Policy Manual will serve as definitive guide in fostering a vibrant IP culture in the Institute. The continuing pace of technology change needs a standard policies and procedures that will give direction in our aspiration to make the institution as a premiere technology generator among SUC's in the NCR.

Our gratitude should be given to the Office of the IPOPHL, DOST – NCR for the review of this IP Policy Manual.

I hope that this IP Policy Manual will serve as an inspiration to EARISTians to pursue more on the development programs of the institute in the field of IP Protection and Utilization.


Dr. Editha V. Pillo
President

PREFACE

This Intellectual Property Manual is a guide for the management of Intellectual Property of the institution. It has seventeen (17) chapters that cover policies Copyright and Related Rights, Trademarks and Service Marks, Geographic Indications, Industrial Designs, Patents, Layout-Designs (Topographies) of Integrated Circuits, and Protection of Undisclosed Information. It also includes the mode of ownership, technology transfer, and pathways of research output to commercialization, sharing of profits, incentives for patent searcher and drafter, and schedule of fees for application to IPOPHL among others.

Different government policies are considered in the crafting of this manual to ensure that proper implementation will be carried out without prejudice to existing laws about intellectual property, technology transfer and commercialization issued into law, and guidelines by the IPOPHL and DOST. Benchmarking with different Universities and Colleges are also taken into account in the development of the manual.

We hope that this manual will serve as a guide to the administrators, faculty members, and researchers in the implementation of IP policies in the institution.

For God Be the Glory!



Engr. Rogelio T. Mamaradlo, Ed.D
Director, ORDPS and ITSO Manager

Intellectual Property Policy Manual

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ARTICLE 1 – INTRODUCTION

1.1 Context and Institution Mission

- 1.1.1. The core mission of the Eulogio “Amang” Rodriguez Institute of Science and Technology (“Institution”) is to turn out vocationally, technically, technologically, and scientifically trained graduates who will be economically productive, self-sufficient, effective, responsible and disciplined citizens of the Philippines.
- 1.1.2. The Institution is committed to ensure that Intellectual Property (IP) emanate from its Research activities is used in support of the objectives set out in its mandate, and per its legal obligations, for the benefit of the Institution, the Creators and, most importantly, society-at-large.

1.2 Purpose of the IP Policy

- 1.2.1 **Promotion of IP utilization.** The IP Policy intends to facilitate the widespread use of the Institution’s IP through various modalities of access.
- 1.2.2 **IP management.** The IP Policy seeks to set the framework for the translation of the IP arising from the Institution’s Research into products, services, and processes. It encourages Staff Members, Students, and Visitors to become Creators and to identify IP with potential commercial value. It also establishes clear rules and procedures for the management and Commercialization of such IP generated in the Institution.
- 1.2.3 **Balance of interests.** The IP Policy seeks to ensure the legal protection, where applicable; effective management and Commercialization of Institution IP; while at the same time not impeding with the traditions of education and scholarship, academic freedom, open and timely publications, Institution sovereignty, and the Institution’s mission serving the public interest.

1.3 Overall Principles

The Institution operates under the following overall principles:

- 1.3.1 **Commitment.** The Institution shall create sound policies and guidelines to robust IP creation and IP Protection.
- 1.3.2 **Responsible Commercialization.** Where IP arises that has commercial potential as a result of Research, the Institution intends to make such IP available in a form that will most effectively promote its development and use for economic and social benefit.
- 1.3.3 **Incentives.** The Institution wishes to recognize and reward Staff Members, Students, and Visitors whose IP generates a demonstrable socio- and/or economic impact. It will also provide an honorarium to Staff Members involved in the IP Protection such as a patent searcher and drafter.

1.4 Adherence to National IP Policy.

The Policies incorporated herein are anchored on prevailing laws relevant to IP Protection, Commercialization, and Incentives.

- 1.4.1 R.A. 10055 - Philippine Technology Transfer Act of 2009
- 1.4.2 R.A. 8293 - Intellectual Property Code of the Philippines, as amended by:
R.A. 9150 – An act providing for the protection of layout designs (topographies) of integrated circuits, amending for the purpose certain sections of R.A. 8293 otherwise known as the Intellectual Property Code of the Philippines and for other purposes, and
R.A. 10372 – An act amending certain provisions of R.A. 8293, otherwise known as the Intellectual Property Code of the Philippines and for other purposes.
- 1.4.3 R.A. 9168 - Plant Variety Protection
- 1.4.4 R.A. 8182 - Official Development Assistance Act of 1996
- 1.4.5 R.A. 8439 - Magna Carta for Scientists, Engineers, Researchers, and Other Science and Technology Personnel in government
- 1.4.6 R.A. 8371 - Indigenous Peoples' Right Act
- 1.4.7 R.A. 7459 - Inventor's and Invention Incentives Act
- 1.4.8 R.A. 7147 - Wildlife Resources Conservation and Protection Act
- 1.4.9 IPOPIL Memorandum Circular No 17-002 Series of 2017 - IPOPIL Revised Fee Structure of 2017
- 1.4.10 Administrative Order No. 004 of 2015 – DOST IP Policy
- 1.4.11 Joint DOST-IPOPIL AO No. 001 Amending the IRR of RA10055 Issued March 7, 2019
- 1.4.12 DOST AO No. 016 s. 2019: The DOST IP Policy, as Amended

- 1.4.13 DOST AO No. 018 s. 2019: The IP Management Protocol of the DOST-Government Funding Agencies, as Amended
- 1.4.14 DOST MC 002 s. 2019: Guidelines on the Issuance of Fairness Opinion Report and Written Recommendation

ARTICLE 2 – DEFINITIONS

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

Applicant. A person/organization who has the right to file IP Protection to IPOPHL.

Appointment. A formal agreement for a Visitor at the Institution, which is a prerequisite to participate in or conduct research, scholarship, creative work, or teaching at the Institution.

Author. Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark, or copyrightable work, and who meets the criteria for authorship under the IP laws of the Philippines.

Background IP. Any pre-existing IP created before the execution of any Research Project, or before a Creator becoming subject to this IP Policy, by Appointment in the case of a Visitor, employment contract in the case of a Staff Member, or registration in the case of a Student.

Commercialization refers to the process of deriving income or profit from a technology, such as the creation of a spin-off company, or through licensing, or the sale of the technology and/or IPRs. **Commercialize** is similarly defined.

Commercialization Entity. A company that has access to the IP of the Institution, through any one or more of the available Commercialization modes, to produce new products, processes, or services. This can be a spin-off or start-up, or licensees.

Conflict of Commitment (COC). Any situation in which an individual Staff Member's or Visitor's primary professional loyalty is not to the Institution because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract of Appointment, respectively.

Conflict of Interest (COI). Any situation in which real or perceived interests of an individual Staff Member, Visitor or Student may run counter

to the interests of the Institution or negatively affect their employment or duties.

Coordinators. Selected College Representatives involved in IP activities.

Course Materials. All materials used in, or in connection with, and for teaching a course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum, and other teaching activities conducted by the Institution; and all IP in such materials.

Creator. Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of 'inventor', 'author' or 'breeder' as generally implied in the IP laws of the Philippines.

EARIST Intellectual Property Management Office (EIPMO). The administrative unit established in terms of Article 4.2, responsible for the day-to-day management of all IP-related activities of the Institution. Also serves as Technology Licensing Office (TLO) under ITSO guidelines and Technology Transfer and Commercialization Office (TCO).

Enabler. Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the Commercialization would not have been possible.

Enabling Disclosure. A disclosure that will allow a person skilled in the field in question to work the invention.

Faculty Collaborator. A faculty member of the institution that significantly contributed to the student research work that resulted in a possible potential IP.

Genetic Resources (GRs). "Genetic material of actual or potential value." Genetic material is defined as "any material of plant, animal, microbial or other origin containing functional units of heredity". Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific research. Examples include medicinal plants, crops, and animal breeds.

Government Funding Agency (GFA). refers to any government agency or instrumentality, or government-owned and/or controlled corporation that provides research grants and other technical and material support, from

government appropriations and resources and those sourced from government-managed Official Development Assistance (ODA) funds.

Gross IP Revenue. All revenue received by the Institution on Commercialization of Institution IP before any deductions for IP Expenses, as defined in Article 10.

Host Institution. Other Research or Academic Institutions in which a staff member entered/collaborate into a Research activity that may result in an IP.

Institution. Eulogio “Amang” Rodriguez Institute of Science and Technology. **Institute** is similarly defined.

Institution IP. IP owned or co-owned by the Institution.

Institutional Works. Works created at the instigation of the Institute, under the specific direction of the Institution, and for the Institution’s use, by a person acting within the scope of his/her employment or subject to a written contract.

Intellectual Property (IP). The term used to describe intangible assets resulting from the creative work of an individual or organization. IP also refers to creations of the mind, such as inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. IP can also refer to future tangible and/or intangible assets that may be recognized as intellectual property

Intellectual Property Rights (IP Rights or IPRs) refer to those rights recognized and protected in Republic Act No. 8293, otherwise known as the “Intellectual Property Code of the Philippines”, as amended. IPRs shall also include Plant Variety Protection as the term is defined under Title II, Sec 3(j) of Republic Act No. 9168.

Intellectual Property Rights Management refers to the principles, mechanisms and processes involved in the identification, assessment, protection, utilization and enjoyment of intellectual property rights.

Invention. Any technical solution of a problem in any field of human activity which is new, involves an inventive step and is industrially applicable.

Inventor. Any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventorship under the Intellectual Property Code of the Philippines (RA 8293).

IP Disclosure Form. The form provided in Annex A to be completed by Creators and submitted to ITSO to document their creation.

IP Expenses. All expenses incurred by the Institution in the management and Commercialization of IP for which Gross IP Revenue has been received.

IP Committee. The body within the Institution, set up in terms of Article 4.1, which is responsible for overseeing the drafting, implementation, monitoring, commercialization, and evolution of the Policy, and for providing strategic oversight of the E - IPMO.

IPOPHL refers to the Intellectual Property Office of the Philippines, the government agency mandated to, among others: 1) Examine applications for grant of letters patent for inventions and register utility models and industrial designs; 2) Examine applications for the registration of marks, geographic indication, integrated circuits; 3) Register technology transfer arrangements and develop and implement strategies to promote and facilitate technology transfer; 4) Promote the use of patent information as a tool for technology development; and 5) Coordinate with other government agencies and the private sector efforts to formulate and implement plans and policies to strengthen the protection of intellectual property rights in the country.

ITSO refers to the "Innovation and Technology Support Offices", a program of the Documentation, Information and Technology Transfer Bureau (DITTB) under the Intellectual Property Office of the Philippines (IPOPHL), which aims to foster creation of intellectual property (IP) in the academe and research sectors, particularly in invention and utility models and to increase the national innovative output and to push the presence of Filipino inventions in the international patent system.

Net IP Revenue. Gross IP Revenue less IP Expenses.

Office of the Research Development and Production (ORDP). The main office that supervises the E - IPMO.

Open Educational Resources (OER). Teaching, learning, and research materials that reside in the public domain and that have been released under an open license that permits their free use or modification by others.

Plant Variety is a homogenous grouping of plants that can be protected under the Philippine Plant Variety Protection Act of 2002, R.A. 9168.

Policy. The EARIST Intellectual Property Policy.

Potential IPRs. refer to intellectual property, or the products of creation and research that form the subject matter of IPRs, but which are not yet protected by the statutory grant of IP rights.

Premature Disclosure. The act of prematurely disclosing IP related information to the Public without first applying for protection.

Public Disclosure. The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an invention at a trade show; or the industrial application of an invention.

Public Domain. The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, is thereby held by the public at large and available for all to use without permission from the Creator or owner.

Research. Any creative work undertaken on a systematic basis to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research, and experimental development.

Research Contract. Any type of agreement such as Memorandum of Agreement (MOA) between the Institution and staff member of the Institution and an external party or research sponsor, concerning Research, which could result in IP being created at the Institution. This shall include but is not limited to, all sponsorships, donorship, and collaborations with the external party or research sponsor.

Research Project. Any project that forms the basis of Research undertaken by the Institution and includes projects undertaken by a Student, under the supervision of a Staff Member or a Visitor, as part of a research degree program.

Scholarly Works. All copyright works are the outputs of Staff Members, Students, or Visitors, including research, creative and other outputs in the area(s) of his/her expertise.

Spin-off firm or company refers to a juridical entity that is an independent business technology taker with a separate legal personality from the GFA, Institution, and researcher created through the initiative of the researcher-employee who generated the technology.

Staff Member. Any person who is permanent, regular or person under a contract of employment with the Institution including academic, research,

technical, administrative, and adjunct staff, whether full-time or part-time or on a temporary basis.

Student. Any student registered for an approved course at the Institution.

Substantial Use. Extensive use of the Institution's resources that include but are not limited to facilities, equipment, human resources, or funds and Background IP that is not publicly available. Facilities, office spaces, or resources that are commonly available to the public is not included.

Technology Transfer. The process by which one party systematically transfers to another party the knowledge for the manufacture of a product, the application of a process, or rendering of a service, which may involve the transfer, assignment or licensing of IPRs.

Technology Transfer and Commercialization Office (TTCO). The Office responsible for the utilization of output technology for community outreach use or income generation opportunities.

Trade Secret. Confidential information not publicly available that has commercial value because of its confidential nature, and which the owner has taken reasonable efforts to keep secret.

Traditional Knowledge (TK). The knowledge, innovations, and practices of indigenous and local communities embodying traditional lifestyles relevant for the conservation and sustainable use of biological diversity.

Visitor. Any person who is neither a Staff Member nor a Student of the Institution who engages in work at the Institution, including visiting professors, adjunct, and conjoint professors, teachers, researchers, scholars, consultants, and volunteers; and who concludes an Appointment agreement with the Institution.

ARTICLE 3 – SCOPE OF THE POLICY

3.1 IP. This Policy applies to all IP generated at the Institution, in particular by Staff Members, Students, and Visitors who participate in a Research Project or produce Scholarly Works. Rights and obligations under this Policy shall survive any termination of employment, enrolment, or Appointment at the Institution.

3.1.1 Matters Covered – This policy shall cover all research and/or creative activities, tangible research properties or outputs with or without patent or copyright protection,

whether for commercial or non-commercial purpose, undertaken using any Institution resource and including all technology transfer arrangements.

- 3.1.2 Personnel Covered** – This policy shall apply to all faculty members, researchers, students, staff, and visitors undertaking research and/or creative activities pursuant to any program, project, grant or contract under the auspices of the Institution.

- 3.2 Background IP.** Upon commencing employment, enrolment, or an appointment, Staff Members, Students, and Visitors must declare any existing IP they wish to exclude from the application of this Policy due to creation before their employment, enrolment, or appointment at the Institution. Should the Institute want to use the Background IP for whatever purposes in research, commercialization, etc. should be covered in an agreement.

- 3.3 Binding Effect of the Policy.** This Policy constitutes an understanding that is binding on the Institution, Staff Members, Students, and Visitors once adopted by the Board of Trustees of the Institution. As such, the Institution shall ensure that:

- 3.3.1** The employment contract or other agreement establishing any type of employment relationship between the Institution and Staff Members includes a provision placing Staff Members under the scope of this Policy;

- 3.3.2** Visitors sign an Appointment agreement before commencing any activity at the Institution. Such agreement shall place the Visitor under the scope of this Policy and shall refer to this Policy, a copy of which will be made available to the Visitor; and

- 3.3.3** This Policy is included in the Institution's website, the EARIST Faculty Manual, and the EARIST Student Handbook and a reference to this Policy is made in the terms and conditions of enrolment of students, academic catalogs, or their equivalent where the said reference shall be in sufficient detail to enable the full text of the Policy to be easily accessed.

- 3.4 Exclusion.** In cases where the GFA is under the administration of DOST and the institution as the RDI, the DOST IP Policy shall be adopted pertaining to research funds coming from the GFA under the DOST.

ARTICLE 4 – GOVERNANCE AND OPERATION

4.1 IP Committee

- 4.1.1 Purpose.** The Institution shall establish an IP Committee to oversee the implementation and evolution of this Policy and provide strategic guidance to the E - IPMO (according to Article 4.2 below).
- 4.1.2 Composition.** The IP Committee shall consist of the President and VP/REIA as consultants, ITSO Manager as the chairperson, ITSO Chief as the secretariat, and College Coordinators as members.
- 4.1.3 Responsibilities.** The IP Committee is the ultimate decision-making body in the determination of IP management and Commercialization strategy for a particular IP.
- 4.1.4 Meetings.** The IP Committee shall establish regular meetings and also be available for *ad hoc* meetings.

4.2 The EARIST Intellectual Property Management Office (E – IPMO)

- 4.2.1 Purpose.** The Institution designates the EARIST Intellectual Property Management Office (E - IPMO) to assist the Institution in managing the protection and commercialization of its IP in a form that will most effectively promote its development and use for economic and social benefit
- 4.2.2 Office.** The E – IPMO is under the ORDP Services.
There are two divisions under the E – IPMO.
ITSO – In charge of IP Protection
TCCO – In charge of Technology Transfer and Commercialization.
- 4.2.3 Responsibilities.** The responsibilities of the two divisions under E-IPMO shall include, but are not limited to:
- 4.2.3.1 ITSO.**
- Serve as a patent search facility and library for patent information;
 - Provide skills training in patent searching;
 - Render patent search services;
 - Organize a community of patent information users;

- e. Provide general information on patents and patenting;
- f. Provide general information on patents and patenting;
- g. Provide skills training in patent drafting and prosecution;
- h. Render patent drafting and prosecution services;
- i. Organize a community of experts to participate in patent examination.
- j. Render IP audit and evaluation services;
- k. Provide licensing support;
- l. Provide advice on IP management and commercialization strategies; and
- m. Be a depository of patent-related documents, papers, and statistics.

4.2.3.2 TCCO.

- a. Outreach/awareness to Creators;
- b. Relationship management with Creators;
- c. IP costs and revenue distribution;
- d. Undertake technology / IP / IPR licensing, transfer or commercialization negotiations;
- e. Promote technology / IP / IPR for commercialization and / or adoption; and
- f. Maintain database of technology / IP / IPR to ensure traceability.

4.2.4 Special Committee. The Instructional Material Development and Evaluation Committee (IMDEC) shall be in charge of the approval of the utilization of instructional materials developed by the staff members. The composition of IMDEC is :

4.2.4.1 Institutional Instructional Materials Development and Evaluation Committee

Chairperson : VPAA
 Co – Chairperson : VPREIA
 Members : Director for Instruction
 Director for Research
 Concerned Deans

4.2.4.2 College/Unit Instructional Materials Development and Evaluation Committee

4.2.4.2.1 Cluster A (Science, Technology and Related Areas)

Chairperson	: Concerned Deans / ECC Administrator
Co – Chairperson	: Associate Dean / Academic Supervisor
Members	: Area Chairpersons Experts/Senior Faculty Member

4.2.4.2.2 Cluster B (General Education)

Chairperson	: Director for Instruction
Members	: Area Chairpersons Experts/Senior Faculty Member

4.2.4.3 Standard Procedures shall be established by the committee for the evaluation and utilization of IM.

4.2.4.4 The IMDEC shall coordinate with the E – IPMO in the IP Protection and commercialization.

ARTICLE 5 – OWNERSHIP OF IP AND RIGHTS OF USE

5.1 Patent / Utility Model/ Industrial Design

The rights to patent/registration shall be prioritized to the Creator if self-funded and created without using significant resources and the committed time (official time) of the Institution. If the faculty would like to initiate Patent / Utility Model/ Industrial Design on his/her own provided that he/she cannot submit the same for the NBC 461 Evaluation.

5.2 Copyright

The rights to copyright shall be prioritized to the author or Author of the work if self-funded and created without using significant resources and the committed time (official time) of the Institution. If the faculty would like to initiate Copyright protection on his/her own provided that he/she cannot submit the same for the NBC 461 Evaluation.

5.2.1 Instructional Materials

Every staff member, by his/her employment and this policy, grants to the Institution a non-exclusive, perpetual and royalty-free right to use instructional materials that are:

- a. carried by the staff member upon his/her employment with the Institution and used during his/her employment; or
- b. created by a staff member during his/her employment with the Institution.

5.2.2 Institutional Works

The institution owns any administration manual, guidebook, handbook, computer program or application, and similar works developed by staff members classified in this policy as institutional works, and the intellectual properties attached to these works.

5.3 Trademarks

The Institution exclusively owns the trademarks, service marks, emblems, logos, symbols, and other marks that it uses and distributes for purposes of institutional identification, whether registered or not. Any use, display, and exploitation of the Institution marks must be expressly authorized by the Institution and must adhere to the style and usage guidelines issued by the Institute.

5.4 Student Works

5.4.1 Coursework

Works of students submitted as coursework or in compliance with course requirements and the intellectual property attached to these works are owned by the students, except in the instances enumerated in Article 5.6.

5.4.2 Agreements with Third Parties

5.4.2.1 Students are required to submit deed of assignment in favor of the Institution if, during their practicum, on-the-job training, Capstone, formal research, and similar undertakings that intends to expose and train them to apply classroom-based knowledge to actual industry practice and advance the total educational experience among others, intellectual properties which may be developed or produced by them in the course of the

undertakings, a suitable agreement may be established among parties concerned.

5.4.2.2 In instances when an IP Policy of a company will not allow students ownership of IP emanating from them, a suitable agreement may be established among parties concerned.

5.5 Use Rights of the Staff Member and Student Works

Notwithstanding ownership by the Creator of their work under the preceding articles, and unless there is an express agreement to the contrary, the Institution and any member of the Institution are allowed, without infringing any intellectual property right, free access to and use of faculty and student works found in or made available to the Institution, to pursue or develop them for non-commercial, academic purposes, subject to the following rules:

5.5.1 Institution Use Rights

The Institution is granted a non-exclusive, royalty-free, perpetual and irrevocable right to make a limited number of reproductions of faculty and student works, and to disseminate, exhibit, perform, and utilize those reproductions for the educational mission of the Institution, including but not limited to scholarship, exhibition, training, accreditation, certification, advancement, alumni relations, sponsorships, promotion and the like; or as an example of a staff member or student's work; and for inclusion in its permanent collection or archives.

5.5.2 Faculty Use Rights

Faculty are authorized to make a limited number of reproductions of student works and to disseminate, exhibit, perform and utilize those reproductions for non - commercial academic purposes and activities of the Institution. Provided, that the use of rights granted to faculty under this article does not extend to their personal use of the work and is co-terminus with the employment of said faculty with the Institution.

5.5.3 Fair Use of Copyrighted Work

Any member of the Institution has the right to use copyrighted works as defined under article 5.6 or any of the copyrighted works of any other member of the Institution without needed permission from the owner and without infringement of any copyright, for purposes of criticism, comment, news reporting, teaching including a limited number of copies for classroom use,

scholarship, research, and similar purposes, provided that such use is consistent with the criteria for the application of fair use of a copyrighted work under Section 185 of the IP Code of the Philippines, as amended.

5.5.4 Author's Right to Attribution and Integrity of His Work

Staff members and students whose works are used per this article shall receive proper attribution for their work and have the right to the integrity of their work.

5.6 Ownership by the Institution of Intellectual Property

5.6.1 Institution IP

The Institution has the right to own all intellectual property created by students, staff members regardless of rank or status, and visitors when the invention or work was created, developed, or produced under any of the following instances:

- a. Using funds provided by the GFA or the Institution;
- b. With the substantial use of Institution resources;
- c. In pursuance of their regular duties and responsibilities under a contract with the Institution;
- d. When commissioned by the institution, or created under the direction or control of the Institution in pursuit of a specific project or purpose, regardless of the source of funds or other resources;
- e. When the work is a "work-for-hire";
- f. When the work or invention was developed by the student when he/she received financial support from the Institution, either in the form of a scholarship, waiver of tuition fees, stipend or allowance, regardless of the amount;
- g. The work or invention, despite the application of the mechanisms provided under this policy, could not be determined to belong to one or a discrete number of creators, authors or inventors; and

- h. Ownership of the work or invention, and/or intellectual property rights thereof have been assigned by the creator, author, or inventor to the Institution.

5.6.2 Works Funded by Private Entities

Where the work or invention is funded using private resources or sponsorships the following provisions shall be observed:

- a. In the absence of a negotiated agreement, all intellectual property rights to works, the funds or resources for which were obtained by the Institution whether wholly or partially, shall be owned by the Institution.
- b. In other cases where the work or invention was created pursuant to or is a result of a project, contract or agreement, partnership or any other form of linkage between the Institution and an external party, the Institution shall negotiate with the external party as to the ownership of the work and the intellectual property rights including royalty sharing, if any. Research funding agreement shall contain the details of IP ownership and Royalties as provided in Article 11.
- c. Where the third party requires co-ownership of any intellectual property developed as one of the conditions of the funding agreement, the inventor, author, or creator must be sufficiently informed of this requirement and their written consent by assigning their intellectual property rights to the Institution must be secured before commencing such activity.
- d. Students and staff members are allowed without prejudice to the use of rights reserved to the Institution and Staff Member under Article 5.5, where the funding or resource was obtained without any participation of the Institution and the Institution has waived its right for IP Protection ownership as provided in Article 5.7., the agreement between the sponsor or external party and the author, creator or inventor shall apply.

5.6.3 Works of consultants and independent contractors

The institution shall own the works and intellectual property rights such as copyright, utility model, patent, trademark, and industrial design developed or produced by persons not employed with the institution, but who are contracted to perform certain work for the institution as a consultant or independent contractor, unless otherwise specified in the written agreement between the parties.

5.6.4 Staff Members as Outside Research Consultants

Consulting agreements between staff Members and outside entities are personal agreements to which the institution is not a party. However, it shall be the responsibility of the employee to ensure that the terms of external agreements do not create a conflict of interest or conflict of commitment with the institution, and are consistent with the employee's obligations on disclosure and assignment of IP to the institution. Staff members shall not use the institutions facilities and resources in the implementation of their outside research consultancy.

5.7 Waiver by the Institution of Intellectual Property Rights

5.7.1 Rights to IP under GFA

- 5.7.1.1 If the institution elects to waive its rights in favor of GFA such as DOST, DOH, DA the provision on RA 10055 Chapter 2 Rule 5 shall apply.

5.7.2 Rights to IP outside GFA

- 5.7.2.1 The institution decides not to file an IP application or claim ownership of the IP and the Creator is prepared to do so, it shall be presumed that the institution elects not to file an IP or claim ownership of the IP if no application is filed within three (3) months from the disclosure of the invention.
- 5.7.2.2 The waiver would enhance the transfer of technology or its access to the general public;
- 5.7.2.3 It is appropriate for equity considerations;
- 5.7.2.4 The waiver does not impair any existing obligations to third parties; and

- 5.7.2.5 The inventor agrees in writing, that the Institution shall no longer be involved to further develop the invention, whether financially or in the use of any of its resources.
- 5.7.2.6 The Institution is acknowledged by the author or creator in all publications of the work, whether local or international.
- 5.7.2.7 The considerations under this article shall also apply to the rights of the Institution to other intellectual properties.

ARTICLE 6 – DETERMINATIONS ON IP DISCLOSURE, CREATORSHIP, OWNERSHIP, PROTECTION, AND COMMERCIALIZATION

6.1 Responsibility to Disclose IP

- 6.1.1 Recording. Creators shall keep appropriate records of their Research following the Institution's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the Institution who need to have access to such records for the performance of their duties are granted such access.
- 6.1.2 IP Disclosure. Where a Creator identifies potential IP resulting from his/her Research (or that of his/her team), he/she shall disclose such potential IP to ITSO promptly using an IP Disclosure Form.
- 6.1.3 Complete disclosure. Creators must provide to ITSO such full, complete, and accurate information as ITSO may reasonably require to enable it to sufficiently assess the technical and related features and functions, ownership, commercial potential, and IP protection that might apply to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and ITSO will share this reference number with the Creators to signify that the IP Disclosure has been formally received by the Institution.

- 6.1.4** In case where Creators prematurely discloses their works to the public, the Creators shall be given a maximum 3 months from the date of the premature disclosure to submit complete disclosure using an IP Disclosure form to the Institution.

6.2 Creatorship and Ownership

- 6.2.1** Creatorship. Creators shall, upon request, sign the appropriate legal documents provided by ITSO that attest to creatorship. Where there is more than one Creator, and there is a dispute as to the contribution to creatorship, ITSO shall in consultation with the Creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equal undivided contribution.
- 6.2.2** Ownership. Once creatorship has been determined, the Creators shall be required to formally assign any right, title or interest they may have in that IP to the Institution in the form of a contract that specifies the rights that will accrue to the Creator(s) and the Institution and the obligations they will have to assist the Institution with the Commercialization of that IP.

6.3 Determination as to IP Protection and Commercialization

- 6.3.1** Evaluation and recommendation. ITSO will analyze the information disclosed in the IP Disclosure within 20 days of formal receipt. The analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, ITSO will prepare a preliminary report with findings that enable the Institution to decide if it will proceed with IP protection and Commercialization. ITSO shall share the preliminary report with the Creator(s), and seek their input.
- 6.3.2** Decision to protect/Commercialize. The Institution will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or Commercialize the IP. ITSO will use all reasonable efforts to notify the Creator(s) of the Institution's decision within 20 days of formal receipt of the IP Disclosure. ITSO will also determine the validity of any claim made by a Staff Member, a Visitor, or a Student that they are the true Creator(s) of that IP and concerning their rights under this Policy.

- 6.3.3 Institution's obligation to notify the Creators of its decision. Within no more than 20 days ITSO will notify the Creator(s) of the decision of whether the Institution will or will not pursue IP protection and Commercialization of their IP Disclosure.

6.4 Institution Elects not to Protect /Commercialize the IP

- 6.4.1 IP abandoned or not Commercialized. The Institution reserves the right not to protect or commercialize IP that it owns if after consultation with the Creators:
- a. there is no reasonable prospect of commercial success;
 - b. it is not deemed to be in the best interest of the Institution; or
 - c. it is not deemed to be in the public interest.
- 6.4.2 Transfer of Ownership. In the event the Institution decides not to pursue IP protection and/or Commercialization, it will take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of the external party/sponsor.
- 6.4.3 Written notification. If the Institution is unable to or decides not to protect or commercialize the institution IP, it should notify the relevant Creator(s) of its decision in writing and on time. Upon evaluation of ITSO that the IP has no commercial promise then within 20 days the Institution issue decision that it will not pursue commercialization.
- 6.4.4 No prejudice to IP protection. The Creator(s) should receive the written notification promptly that enables the relevant Creator(s) to take any formal steps to ensure the protection of IP, should they so desire. Upon recommendation of ITSO.
- 6.4.5 Assignment. If the Creator elects to take an assignment of the IP, the Institution shall ensure that a deed of assignment is executed without delay.
- 6.4.6 Terms and conditions. If the Institution assigns IPRs to the Creator in terms of this Article 8.8.5, the assignment may be subject to one or more of the following terms and conditions:
- a. that upon Commercialization, the Institution be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and/or

- b. that the Institution be granted a non-exclusive, royalty-free license to use the IP for Research and teaching purposes.
- 6.4.7 **Exclusion.** The previous sections under 6.4.1 to 6.4.6 are not applicable to Intellectual properties and potential intellectual property rights generated from works generated through research funding from government funding agencies (GFAs) such as the DOST, DOH, DA. The institution shall inform the GFA of their intention not to protect or commercialize the IP to give opportunity for the GFA to elect ownership, protection and commercialization.

6.5 Special Rules for Scholarly Works

- 6.5.1 **Publication.** The Institution recognizes and endorses the rights of Staff Members, Students, and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible Institutional IP shall first be cleared by ITSO after having an opportunity to protect such Institutional IP.
- 6.5.2 **Institutional repository.** Staff Members, Students, and Visitors should endeavor to obtain publishers' permission to include published Scholarly Works in the Institutional repository (whether as a published edition or in pre-publication form).
- 6.5.3 **Licensed to the Institution.** Staff Members, Students, and Visitors shall grant to the Institution a non-exclusive, royalty-free license to use their Scholarly Works for the Institute Publication on EARIST Research Journal.

6.6 Moral Rights

- 6.6.1 **Recognition.** The Institution undertakes to respect and protect the moral rights that copyright law confers on Authors of copyright works.
- 6.6.2 **Rights granted.** The Institution acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:
 - a. the right of attribution of authorship in respect of the copyright works;

- b. the right not to have authorship of the copyright works falsely attributed; and
- c. the right of integrity of authorship in respect of the copyright works.

6.6.3 No waiver. The Institution will not require Staff Members, Students, or Visitors to waive their moral rights as a condition of employment, enrolment, appointment, or funding.

6.7 Public Domain

6.7.1 Public Domain. Institution IP forms part of the Public Domain in the following circumstances:

- a. if a Research Contract provides that the Research results be placed into the Public Domain; or
- b. if Staff Members or Visitors made use of OERs or resources licensed through Open Source or Creative Commons Licences and the licensing conditions require the release of derivatives into the Public Domain.

6.7.2 Release into the public domain. The Institution will release IP into the Public Domain in the following circumstances:

- a. where it is deemed to be in the public interest;
- b. if the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
- c. if deemed necessary by the Institution.

ARTICLE 7 – PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

7.1 Right of publication. The Institution encourages and supports the right of Creators to publish their research results, per Article 5.5 above.

7.2 Non-disclosure for IP protection. In conjunction with the right of publication, Creators should be aware that premature Public Disclosure may result in loss of IP protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to Article 8, and

shall consult ITSO before making any Public Disclosure of potential Institution IP or exercising their academic freedom rights.

- 7.3 Trade Secrets.** The Institution may designate certain confidential information as a Trade Secret, owned by the Institution. In that event, all Creators will be obligated to maintain the secrecy of the Trade Secret and to follow the direction for the management of the Trade Secret by ITSO.

ARTICLE 8 – RESEARCH CONTRACTS

- 8.1 Modes of Research Contract.** There are different modes to which a research contract is entered into by the Institution with other parties.
- 8.1.1 The Research Project by the Staff members and / or students is funded by the GFA or the institution.
- 8.1.2 The Research Project by the Staff members and / or students is funded by the GFA or the institution and external private entity.
- 8.1.3 In such cases for 8.1.1 and 8.1.2, provisions on RA 10055 (Philippine Technology Transfer Act of 2009) and its amended implementing rules and regulations shall apply on IP Ownership and RA 8439 (Magna Carta For Scientists, Engineers, Researchers, and other S & T Personnel in the Government) for incentives and sharing of Revenues.
- 8.1.4 The Research Project by the Staff Members is funded by a private entity and a possible IP may emanate.
- 8.1.5 The Research Project by the Students is funded by a private entity and a possible IP may emanate.
- 8.1.6 In such cases for 8.1.3 and 8.1.4, the creators of IP should execute a deed of assignment transferring their IP rights to the Institution. The sharing of revenues shall be determined by the Institution and Private entity, taking into account the revenue sharing provisions stipulated in the Amended Implementing Rules and Regulations of the RA 10055 (Technology Transfer act of 2009) and the share of the creators as stipulated on RA 8439.

- 8.2 Authority.** Staff Members, Students, and Visitors shall not have the right to enter into a Research Contract with external parties on behalf of the Institution unless they are authorized to do so by an official representative of the Institution.
- 8.3 Research Contract Policy.** Research Contracts must be executed and performed in compliance with the Institution's Research Contract Policy.
- 8.4 Due diligence.** Persons acting for and on behalf of the Institution shall exercise all due diligence and consult ITSO when negotiating and signing contracts that may affect the Institution's IPRs.
- 8.5 Ownership and rights to use.** Subject to any provisions in the law to the contrary, ownership, and rights to use shall be agreed upon with the external entity, under existing laws of the Philippines.
- 8.6 Government rules.** Research Contracts shall comply with any applicable law and/or Government regulations and/or rules, which may apply to Research undertaken by the Institution, in particular, as far as it relates to the ownership of IP resulting from such Research. The appropriate legal representative of the Institution will be consulted in this respect before the signature of any Research Contract unless this responsibility has been delegated to ITSO by the Institution.
- 8.7 Approval.** Before signing, the full copy of the proposed Research Contract and other legal statements concerning the Institution's IPRs shall be submitted to ITSO for advice and recommendation to the Institute President by the IP Committee. Only the President of the Institution has the right to enter to a Research Contract and Memorandum of Agreement (MOA) on behalf of the institution.
- 8.8 Basic Principles.** The IP clauses in all Research Contracts shall be governed by the following basic principles:
- 8.8.1 Concluded from the outset.** A Research Contract must be executed in writing and signed by the institution and the external party/sponsor prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP.
- 8.8.2 Background IP.** All Background IP which belongs to the institution must be properly recorded and declared prior to the commencement of a Research Contract. Similarly, Background IP of the external party/sponsor belongs to such

a party or sponsor. The use of the Institution's Background IP requires express written permission.

- 8.8.3 Foreground IP (IP arising from the Research Contract).** IP generated pursuant to a Research Contract by Staff Members, Students or Visitors shall be governed in terms of the above provisions relating to IP generated by these parties. The general rule is that such IP shall be owned by the Institution.

8.8.4 Co-owned Foreground IP.

- a. **Terms for co-ownership.** Co-ownership of IP generated under a Research Contract shall be in accordance with national legislative provisions, failing which, as per the percentage of IP created by the Institution and the external party/sponsor, as mutually agreed contractually.
- b. **Costs for protecting and maintaining co-owned IP.** The costs for protecting and maintaining any IPRs shall be shared between the institution and the external party/sponsor as may be mutually agreed contractually.

- 8.8.5 Serendipitous IP.** Any IP created during the Research Contract which falls outside of the scope of the Research Contract shall be owned by the Institution or the external party(ies)/sponsor(s) which developed such IP unless agreed contractually otherwise in the Research Contract.

- 8.8.6 Right of first refusal to the IP.** The Research Contract may include provisions giving the external party/sponsor, a right of first refusal to commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.

- 8.8.7 Publication delay.** It is the strict policy of the Institution to allow Creators the freedom to publish their work. However, the Institution acknowledges that delays in publication to initiate statutory protection of the IP are often necessary. In this regard, the Institution will agree, on a case-by-case basis, to a contractual delay in the publication by Creators. Such delay will not exceed 20 calendar days from the date ITSO is notified of the intent to publish unless authorized by the ITSO Chief.

- 8.8.8 Use of the IP for Research and teaching.** In instances, where the institution IP is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to

secure a royalty-free license for use of the IP for on-going Research and teaching purposes.

- 8.9 Exceptions to the Policy.** In certain cases, it may be necessary and/or beneficial to the Institution to enter into a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior, written recommendation from the IP Committee submitted to the President for approval.

ARTICLE 9 – SCHEDULE OF PROCESSING FEES

9.1 Determination of the IP Processing Fees

9.1.1 IP developed with the institution as the Owner.

The source of funds for IP application will be sourced out from the budget of the Office of Research Development and Production.

9.1.2 IP application by external clients / private entity.

All prescribed fees will be in accordance with IPOPHL Memorandum Circular No 17 – 002 Series of 2017 – IPOPHL Revised Fee Structure of 2017 with additional processing fees of :

- | | |
|---------------------------------------|----------------|
| a. Administration Fee | – Php 1,000.00 |
| b. Honorarium for Patent Searcher Fee | – Php 2,000.00 |
| c. Honorarium for Patent Drafter Fee | – Php 5,000.00 |

9.1.3 Assessment and Collection of Fees – The ITSO office will assess the necessary fees and the client will directly pay to the cashier's office.

ARTICLE 10 – IP COMMERCIALIZATION STRATEGY AND PATHWAYS

- 10.1 Determination of the Commercialization Strategy.** Within 20 days of the decision to protect or commercialise the IP under Article 8.3.2, the Institution will determine, with input from the Creators, the most appropriate Commercialization strategy.

- 10.2 Assistance to ITSO.** With input from the ITSO and the Creators of IP which has been selected for IP protection and Commercialization by the Institution must provide ITSO with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and commercialization of the IP.
- 10.3 Sovereignty and Cooperation.** The Institution shall have the sole discretion regarding the Commercialization of IP owned by it. Notwithstanding, the Institution will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, involved in the Commercialization of the IP to which they contributed. The Commercialization of Institution IP will be planned, executed, and monitored by TTCO.
- 10.4 IP Utilization and Commercialization Pathways.** Modes of IP Commercialization may include:
- a. licensing, either exclusive or non-exclusive, and variations thereof, preference for licensing to small and medium-sized companies or businesses;
 - b. assignment (sale) in extraordinary circumstances;
 - c. spin-off;
 - d. non-profit use or donation;
 - e. joint ventures;
 - f. royalty-free access on humanitarian or other grounds; or
 - g. various combinations of the above.
- 10.5 Guidelines.** Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:
- a. protects the interests of the Institution, its Staff Members, Students, and Visitors;
 - b. retains rights for the Institution to use the IP for educational and research purposes;
 - c. assures that the IP will be utilized in a manner which will serve the public good;
 - d. assures that the IP will be developed and brought to the marketplace as useful goods and services; and
 - e. prohibits the "shelving" or "mothballing" of the IP or its use in any illegal or unethical manner.
- 10.6** The Institution will endeavor to commercialize IP in a manner that enhances local, regional, and national economic development.
- 10.7** The Institution will endeavor to commercialize IP in a manner that encourages and fosters entrepreneurship by Staff Members and others and which supports commercialization entities.

- 10.8 The institution shall secure a fairness opinion report from the fairness opinion board in cases of licensing, start-up and spin-off.

ARTICLE 11 – INCENTIVES AND DISTRIBUTION OF REVENUE

11.1 The Institution's Incentive Structure

- 11.1.1 Purpose and scope.** The institution, in the interest of promoting knowledge transfer, will give due consideration to incentives to researchers to foster Research that has socio-economic impact; such incentives may be financial or non-financial. A Creator/Enabler may receive incentives from each IP they created/enabled which is Copyrighted, Registered, and/or Commercialized.

The Students at their discretion may enter into a deed of assignment of their IP in favor of the institution in return of revenue share in case the creation is successfully commercialized.

11.2 Sharing of Revenues

- 11.2.1 General.** The institution, in line with the minimum requirements set in R.A. 8439, will award Creators/Enablers in the sharing of monetary benefits that may accrue to the institution from the Commercialization of institution IP.

11.2.1.1 Calculation of revenues for distribution.

Calculation of Gross IP Revenue, IP Expenses, and Net IP Revenue shall be in accordance with the following rules:

11.2.1.2 Calculation of Gross IP Revenue.

"Gross IP Revenue" is defined in Article 2 as "all revenue received by the institution for Commercialization of institutional IP before any cost recovery or deductions for IP Expenses" and includes, but is not limited to, the outright sale of IP, option payments received, license fees received, evaluation fees received, upfront and milestone payments received, royalty payments received, the share of profits received, dividends received, commissions, income through the disposal of equity, and direct sale of products or services.

11.2.1.3 IP Expenses.

"IP Expenses" is defined in Article 2 as *"all expenses incurred by the institution in the management of IP for which Gross IP Revenue has been received"* and includes, but is not limited to, those expenses that relate to (i) the Institution's expenses incurred by payment to external entities for securing, maintaining and enforcing IP protection, such as patenting and litigation expenses; (ii) costs incurred by the Institution in the licensing/assignment of IP, including marketing costs, contract negotiation, and drafting costs; and (iii) costs in making, shipping or otherwise distributing products, processes or services that embody the particular IP, but not including staff time or general administrative costs.

11.2.1.4 Calculation of Net IP Revenue.

ITSO shall maintain accurate and transparent documentation of IP Expenses incurred for a particular IP and shall be entitled to cover all IP Expenses it has incurred, as set out in D above. The "Net IP Revenue" is calculated as the Gross IP Revenue less IP Expenses.

11.2.1.5 Co-owned IP.

Where the IP is co-owned by the Institution and an outside organization, the Gross IP Revenue received by the Institution will be shared following a pre-determined formula as per a contractual arrangement. Thereafter, the Gross IP Revenue received by the Institution and the Net IP Revenue will be determined, and revenues will be shared according to RA 8439.

11.2.2 Sharing of revenues – Creators/Enablers

11.2.2.1 Standard Creator's share.

As reflected in R.A. 8439, 40% of the Net IP Revenue will be allocated to the Creator. Where there is more than one Creator, the Creators are entitled to an equal or *pro-rata* share, based on contribution, of 40% of the Net IP Revenue, except where there is a prior written agreement between all the Creators to the contrary.

In case of joint funding, where IP is funded by a GFA in part, and by other entity or entities in part, the Institute may enter into contractual agreements, including revenue sharing provisions, with the other entity or entities providing funding. The Institute shall submit a complete

and executed copy of the written agreement between it and the other funding entity or entities.

11.2.2.2 Standard Enabler's share.

The Institution shall elect to set aside 10% of the Net IP Revenue from its share to an Enabler. Where there is more than one Enabler, the Enablers are entitled to an equal or *pro-rata* share, based on practical contribution, of 10% of the Net IP Revenue, except where there is a prior written agreement between all the Enablers to the contrary.

11.2.2.3 Disputes.

In the event of a dispute or uncertainty regarding the Creators/Enablers' share of the Net IP Revenue from a specific IP, the issue shall be brought for a resolution to the IP Committee.

11.2.2.4 Payment.

Payment to the Creators/Enablers will be made by the Institution periodically as agreed in writing, but no later than twelve months after receipt of the Gross IP Revenue by the Institution.

11.2.2.5 Taxes.

Payments made to creators and enablers are subject to personal tax. The Institution may, if so obliged by national tax laws, make any applicable tax deductions before making payments to the Creators/ Enablers.

11.2.2.6 Entitlement.

Creators/Enablers and their heirs will be entitled to IP revenue sharing for as long as the Institution receives Gross IP Revenues from commercialization of the Institution IP. The entitlement to a Creator's/Enabler's share of Net IP Revenue shall survive any resignation/termination of employment.

11.2.2.7 Banking details.

The obligation is upon each Creator/Enabler to ensure that the Institution has its current banking details for revenue sharing. The Institution will keep the relevant IP revenue amounts in reserve for a maximum period of 3 (three) years after which all rights of Creators/Enablers to receive such payments will be forfeited. If the Institution pays an amount into an incorrect account as a result of information supplied to it being outdated or incorrect, the

Institution will not have any further obligation or liability in respect of such payment, which will be deemed to have been duly and properly made.

11.2.3 Sharing of Revenues – Institution. The Institution's share of Net IP Revenue is distributed internally as follows:

- 15% - Research and Development Fund;
- 10% - ITSO;
- 10% - Further IP prosecution and maintenance costs; and
- 15% - institutional overheads.
- 10% - enabler's

11.2.4 Sharing of Revenues for Trademarks Utilization.

11.2.4.1 All registered trademarks by the institution can be utilized in two modes :

- A. Official Use - If the trademarked symbol such as logo is used for official function then it can be freely used without written permission from the ITSO office.
- B. Income Generation – If the trademarked symbol such as logo is used for any income generation, then a written letter should be submitted to the ITSO office for recommendation to the president for approval of use. The following are the income sharing for the said activity :
 - 1. 70% - College Fund c /o the Dean
 - 2. 20% - Institution
 - 3. 10% - ORDP

11.2.5 Sharing of Revenues for Copyrighted Instructional Material Utilization.

11.2.5.1 Any Instructional Material developed by Staff members can be utilized by the institution provided that it passes through the approval of the Instructional Material Development and Utilization Committee (IMDEC).

11.2.5.2 Any approved Instructional Material shall be copyrighted before its utilization.

11.2.5.3 An incentive of 5,000 pesos will be given for every copyrighted instructional material developed by staff members outside their official functions.

11.2.5.4 The production of the Instructional Material will be sourced out with the following modes :

- A. The copyright of Instructional Material belongs to the author and the institution will serve as publisher. The income sharing will be divided as follows :
 - 1. 40 % - Author / s
 - 2. 50 % - Institution
 - 3. 10 % - ORDP
- B. The copyright of Instructional Material belongs to the author and an external publisher will carry the production cost. The income sharing will be divided as follows :
 - 1. 70 % - Author / s
 - 2. 20 % - Institution
 - 3. 10 % - ORDP
- C. The copyright of instructional Material belongs to the institution and will also act as a publisher, the income sharing will be divided as follows :
 - 1. 40% - Author / s
 - 2. 50% - Institution
 - 3. 10% - ORDP
- D. The sale of the Instructional Material will be carried out by the IGP.

11.3 Other Incentives

11.3.1 Incentive for Creator on IP Filing and Registration.

11.3.1.1 In the case where a creator filed an IP through the ITSO wherein the institution is one of the applicants, the creator shall receive a cash incentive of (subject to availability of funds):

- A. Php 10,000.00 - Patent Application
- B. Php 5,000.00 - Utility Model Application

- C. Php 3,000.00 - Trademark Application
- D. Php 3,000.00 - Industrial Design Application.

11.3.1.2 In the case that the filed IP through the ITSO receives a Certificate of Registration from the IPOPHL wherein the Institution is one of the applicants, the Creator shall receive a cash incentive of:

- A. Php 100,000.00 - For Registered Patent.
- B. Php 25,000.00 - For Registered Utility Model.
- C. Php 10,000.00 - For Registered Trademark.
- D. Php 10,000.00 - For Registered Industrial Design.

11.3.2 Incentive for Patent Drafter

11.3.2.1 A Patent Drafter assigned by the ITSO upon receipt of IP emanating from a Creator for filing shall receive a cash incentive of:

- A. Php 5,000.00 upon the filing of Patent Application drafted by the Patent Drafter and an additional 10,000.00 pesos upon registration of the said Patent Application;
- B. Php 3,000.00 upon filing of Utility Model Application drafted by the Patent Drafter and an additional Php 5,000.00 upon registration of the said Utility Model Application;
- C. Php 1,000.00 upon the filing of Trademark Application drafted by the Patent Drafter and an additional Php 3,000.00 upon registration of the said Trademark Application;
- D. Php 1,000.00 upon the filing of Industrial Design drafted by the Patent Drafter and an additional Php 3,000.00 upon registration of the said Industrial Design.

11.3.3 Incentive for Patent Searcher

11.3.3.1 A Patent Searcher assigned by the ITSO upon receipt of IP emanating from a Creator for filing shall receive a cash incentive of:

- A. Php 5,000.00 upon the filing of Patent Application that undergone Patent Search by the Patent Searcher and an additional Php 10,000.00 upon registration of the said Patent Application;
- B. Php 3,000.00 upon the filing of Utility Model Application that undergone Patent Search by the Patent Searcher and an additional Php 5,000.00 upon registration of the said Utility Model Application;
- C. Php 1,000.00 upon the filing of Trademark Application undergone Prior Art Search by the Patent Searcher and an additional Php 3,000.00 upon registration of the said Trademark Application;
- D. Php 1,000.00 upon the filing of Industrial Design Prior Art Search by the Patent Searcher and an additional Php 3,000.00 upon registration of the said Industrial Design.

ARTICLE 12 – IP OFFENSES AND PENALTY

12.1 IP Offenses

The Institution recognizes the exclusive rights of Creators and Authors over their intellectual property creations. For this reason, it shall protect the rights of the owners of intellectual property over all forms of infringement such as:

- a) Photocopying of printed materials or copying of computer software without the permission of the author/s or creator/s, subject to the rules on fair use of copyrighted work and the other exceptions thereto as stated in the Intellectual Property Code of the Philippines (RA 8293);
- b) Use, distribution, transfer, rental, sale or production of counterfeit, unlicensed or pirated intellectual property contained in optical media as defined under the Optical Media Act of 2003 (RA.9239);
- c) Violation of the confidentiality rule under Section 8 of these policies;

- d) Deliberate failure to comply with the prior disclosure requirement under Section 4 of these policies;
- e) Unauthorized use, distribution, transfer, rental, sale or production of university-owned intellectual property;
- f) Plagiarism and other forms of academic dishonesty;
- g) All other acts analogous to the foregoing.

12.2 Penalty

A violation of any of the provisions of this policy or its implementing rules and regulations, or commission of acts defined herein or in the IRR as an IP offense is a major offense. IP offenses shall be dealt with following the Students Handbook, the Staff Manual, the Teaching Faculty Manual, and the Academic Service Faculty Manual, as the case may be.

12.3 Contact Details

- 12.3.1 Contact details.** The obligation is upon each Creator/Enabler to ensure that the Institution receives their current address details for revenue sharing. Unless contrary to law, should the Institution be unable to locate the Creators/Enablers through reasonable efforts, to effect payment of the revenue share amount, and a period of 3 years has passed since an initial attempt, then the portion owed to that Creator/Enabler or his/her heirs will be paid to the Institution's central fund to be used to support research and innovation activities.

ARTICLE 13 – IP PORTFOLIO MAINTENANCE

- 13.1 Recording and monitoring.** ITSO shall maintain records of the Institution's IP in an appropriate form and sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.
- 13.2 Accounting.** TTCO shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

ARTICLE 14 – TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

- 14.1** When Research is conducted at the Institution using TK and/or GRs, provisions of national legislation must be observed, which provisions may include prior informed consent, and access and benefit-sharing, and the need to obtain any relevant permits.
- 14.2** The Institution shall formulate procedures and mechanisms for access to GRs/TK to comply with national legislation.
- 14.3** The Institution shall make provision in all Research Contracts concluded for the protection of any IP which may arise from the use of TK and/or GRs.

ARTICLE 15 – CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

- 15.1 Commitment to the Institution.** Staff Members' and Visitors' primary commitment of time and intellectual contributions should be to the education, research, and academic programs of the Institution.
- 15.2 Best interests of the Institution.** Staff Members and Visitors have a primary professional obligation to act in the best interests of the Institution: they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.
- 15.3 Agreements with External Parties.** It is the responsibility of all Staff Members and Visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with external parties. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.
- 15.4 Disclosure of External Activities and Financial Interests.** Staff Members and Visitors shall promptly report all potential and existing

Conflict of Interest (COI) or Conflict of Commitment (COC) to the appropriate Institutional authority, in compliance with applicable COI/COC policies. The authority will be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.

- 15.5 Policy.** The institution will develop a separate and comprehensive policy on COI, to increase the awareness of Staff Members and Visitors about COI and COC; outline requirements for disclosure of COI and COC; and establish procedures to identify them, avoid or properly manage such conflicts.

ARTICLE 16 – DISPUTE

- 16.1 Violation.** Breach of the provisions of this Policy shall be dealt with under the normal procedures of the institution, and in accordance with the relevant provisions of laws and regulations in force.

16.2 Dispute Resolution.

16.2.1 Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to ITSO Manager for consideration and mediation.

16.2.2 If the matter cannot be resolved by the ITSO Manager within two months, then the dispute or question of interpretation must be referred to the IP Committee for mediation.

16.2.3 The IP Committee may at their sole discretion refer the matter to Institution's Executive Committee and/or an independent committee for arbitration as the final arbiter of any disputed issues or final determination.

- 16.3 Appeal.** Individuals covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the IP Committee.

ARTICLE 17 – FINAL PROVISION

- 17.1 Revision.** This Policy may be amended every 5 (five) years by a decision of the IP Committee.
- 17.2 Repealing Clause.** These IP Policies supersede the previous IP Policies dated _____ and BOT Resolution No. _____. All other Institution policies inconsistent with these policies are repealed accordingly.
- 17.3 Effectivity Clause.** These Revised IP Policies shall take effect immediately upon its approval by the BOT.

[End of document]

ANNEX A – IP DISCLOSURE FORM (IPDF)

By completing and submitting this IPDF to the ORPDS and EARIST-ITSO, you will assist our Office in having a record of the date of conception of the invention and provide relevant information that would enable us to evaluate, protect and commercialize your invention. We may arrange a meeting with you to discuss your invention and clarify items contained in the IPDF and the documents that you submitted. Thereafter, we will convene a committee that will assess the patentability and commercial viability of your invention.

The ORPDS and EARIST-ITSO and its present, past and future staff, are hereby bound to confidentiality regarding any information disclosed herein. The ORPDS and EARIST-ITSO shall undertake to have confidentiality agreements executed by any other party to whom the ORPDS and EARIST-ITSO may give the information contained in this disclosure, for purposes of invention evaluation and patent application.

"Invention evaluation" shall be understood to comprise the steps taken by the ORPDS and EARIST-ITSO to assess the patentability and marketability of the invention. "Patent application" shall include all processes related to the filing of a patent application, such as but not limited to prior art searches and patent drafting.

If you have questions regarding the policies and procedures of the University on intellectual property rights or if you would like assistance in filling out the form or learning how to do prior art search please call ORPDS at tel. nos. 8243-9467 Loc 117 or e-mail earistrordps@gmail.com.

Kindly return the original Invention Disclosure Form together with supporting documents to:

EARIST Innovation and Technology Support Office

Office of the Research Development and Production Services

EARIST, Manila

Thank you.

Invention Disclosure Checklist Before submitting your IPDF to the ORDPS and EARIST-ITSO, kindly ensure that you have the following documents:

- ☐ **Invention Disclosure Form duly completed and signed**
- ☐ **Manuscript, thesis, dissertation, and/or technical papers including drawings**
- ☐ Publications, poster/paper presentations, conference presentations (slides used), news articles related to the invention, if any
- ☐ Funding agreements, IP sharing Agreements, and any other contracts related to the invention, if any
- ☐ Business plans for the invention, if any

Instructions: To be filled out by the IP creator or assigned representative. Please write in legibly print text and with black ink only.

I. Title of the invention: (The title should describe what the invention does, but how it is made or how it works. Please provide also a short name for your invention)

II. Profile of Creator(s) of Invention

List All Creators Information. Follow order of participation/contribution with students leading before the faculty (when applicable). You may add more profile of the other creators as attachment to this form if the provided tables are full.

Creator #1

Name	
Place & Date of Birth	
Address	
City	
Zipcode	
E-Mail	
Citizenship	

Creator #2

Name	
Place & Date of Birth	
Address	
City	
Zipcode	
E-Mail	
Citizenship	

III. ABSTRACT (250 Words Maximum, Description of Invention)

IV. SEARCH TERMS (Up to 10)

Please provide short list of words, synonyms, common industry phrases, and/or categories directly related to your invention so that our office will be able to assist you in conducting prior art search.

V. SUMMARY OF INVENTION (Provide a short, general layperson's description of the invention answering the following questions: What is it? What does it do? Why is it needed?)

VI. BRIEF OVERVIEW OF THE INVENTION (3-4 Paragraphs)

(The brief overview of the invention should answer the following questions: What problem does the invention solve? What else is available? What are the problems with other products/solutions? How does it work?)

VII. DRAWINGS (if possible)

(Hand drawings are fine-- do your best to show important details --Attach on separate sheets at rear of form) Please number drawing and specific elements within the drawings (when necessary)

VIII. BRIEF DESCRIPTION OF THE DRAWINGS.

(One sentence describing each drawing, what are we looking at?)

IX. SIMILAR INVENTIONS?

(Description of the device or method in detail--Be as descriptive as possible--Include more sheets, as necessary)

(How Is Your Invention/Product Superior? What Makes Your Product Different?)

X. Other Questions:

a. Date you invented it? __/__/20__

b. Have you made it or used it? If yes, when? _____

c. Have you told anyone about it? _____

If yes, who & when? _____

d. Have you offered it for sale or sold it? _____

e. Apportionment of Rights

Determine the percentage creative/scientific contribution of each inventor to the intellectual property. The apportionment agreed upon shall also become the basis for income and royalty shares that each inventor shall receive in case of commercialization of the intellectual property.

(If the percentages are left blank, it shall be deemed, for the purposes of filing this IPDF, that the inventors have equally contributed to the work and that their percentage shares are equal. However, this will still be subject to the approval through the execution of an IP Sharing Agreement.)

Creator / Inventor	Share / Contribution to the works (%)

f. I/We the creator(s) listed herewith truthfully disclosed the IP work and certified that all important detail have been disclosed to the best of our knowledge and effort. If there are any missing information, it shall be provided immediately to ORDPS & EARIST-ITSO in order to finish and transmit the IP application documents to IPOPHL.

COMPLETE LIST OF INVENTOR'S SIGNATURE OVER PRINTED NAME

Creator #1

Creator #2

Evaluated by:

_____ on __ / __ / 20__

Chief, Intellectual Property Service

Noted By:

_____ on __ / __ / 20__

Director of Research Development and Production Services

Approved by:

_____ on __ / __ / 20__

EARIST-ITSO, Manager