



Southern Tagalog Islands Research and Development Consortium

WESTERN PHILIPPINES UNIVERSITY

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Regional Intellectual Property Policy

ARTICLE 1

Introduction

Under the STIRDC mechanism, the planning and conduct of research projects and activities, and consequently the generation and application of research outputs are harmonized to lead to a more rationalized and significant impact on the growth of the MIMAROPA Region. This is in cognizance of the need for effective exchange of research information, efficient utilization of resources, and promotion of cooperation among R&D stakeholders within the Region. On this account, the STIRDC has established a unified Regional Intellectual Property Unit (IPU) to serve as the governing and controlling body among its researchers.

To guide the said STIRDC IPU in ensuring that any resultant intellectual property arising from the consortium member-agencies is equitably and consistently administered and protected in the public interest, a unified Regional Intellectual Property Policy is set forth. This Policy defines the procedure, responsibilities and governing rules and regulations for the protection of intellectual property rights of the researchers while at the same time facilitating the promotion of the progress of science and technology within the Region. It adopts the significant provisions on the Intellectual Property Policy of each of the member-agencies in such manner as to harmonize all of the STIRDC member-agencies' R&D efforts for building knowledge-driven economy through commercialization of innovations and inventions from research and other intellectual outputs in the scientific, industrial, literary and artistic fields.

Responsible for ensuring the effective implementation of these guidelines is the Intellectual Property Unit, under the direct charge of the Knowledge Management Committee of the Consortium.

ARTICLE 2

Policy Objectives

1. Promote and facilitate production of outputs from research and development undertakings for practical and commercial application
2. Facilitate the transfer of technology from the member-institutions to industry for the benefit of the public;



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3. Establish and maintain innovation fund for research and innovation;
4. Enhance the prestige of all the member-institutions and the regional R&D network as a whole through pursuit of the highest ideals of scholarly endeavors, primarily, scientific investigations and related scholarly and creative activities;
5. Encourage, assist, and provide mutually beneficial rewards to the researchers of the member-institutions and constituents of the wider community, that is, the MIMAROPA Region;
6. Establish uniform standards for determining the rights and obligations of the IP creators among member-institutions; and
7. Ensure compliance with applicable laws and harmonize various conflicting interests of stakeholders

ARTICLE 3

Coverage

- 3.1 **Personnel Covered.** This IP Policy applies to all faculty and staff members based in the SUC- and RLA- member agencies, as well as students participating in any research program, project or contract.
- 3.2 **Rights Covered.** This IP Policy shall cover all types of intellectual property rights under relevant IP Laws of the country, such as copyright and related rights, trademarks and service marks, geographic indications, industrial designs, patents, utility models, layout designs, undisclosed information, and new plant varieties, as provided in Republic Act No. 9168.

ARTICLE 4

Definition of Terms or Expressions

- 4.1 **“Copyright”** - the legal protection extended to the owner of the rights in an original artistic or literary work



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- 4.2 **“Creator”** - personnel of the Consortium member-institutions, or student from the SUC member-institutions who is considered the legal owner of literary, scholarly, scientific and artistic works or has made creative or authorship contributions
- 4.3 **“Geographical Indication”** - a name or sign used in certain products which corresponds to a specific geographical location or origin (e.g. town, region or country). The use of GI may act as a certification that the product possesses certain qualities, or enjoys a certain reputation due to its geographic origin
- 4.4 **“Industrial Design”** - any composition of lines or colors or any three-dimensional form, whether or not associated with lines or colors; provided, that such composition or form gives a special appearance to and can serve for an industrial product handicraft
- 4.5 **“Intellectual Property”** – any patentable invention, utility model, industrial design, undisclosed information or know-how, copyright, layout design of integrated circuits, tangible research property, rights relating to computer software, trade mark and any other industrial or intellectual property rights, registrable, registered or otherwise, including tangible research property
- 4.6 **“Intellectual Property Unit”**– the governing and controlling body among researchers within the SUC/RLA, or among the SUC- and RLA- member agencies of the STIRDC
- 4.7 **“Know-how”**-any methods, technique, processes, discoveries, inventions, innovations, non-patentable processes, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information.
- 4.8 **“Inventor”**- the personnel or student (covered under Article 3.1 of this IP Policy) who is considered the legal inventor of the work under relevant IP laws.
- 4.9 **“Layout Design of Integrated Circuits”** - an original topography (picture of a place) of elements, at least one of which is an active element, and of source or interconnections of an integrated circuit, or such three-dimensional position prepared for an integrated circuit intended for manufacturer.
- 4.10 **“Mark”** - any visible sign capable of distinguishing the goods (trademark) or services (service mark) of an enterprise and shall include a stamped or marked container of goods.
- 4.11 **“Patentable Invention”** - any technical solution of a problem in any field of human activity which is new, involves inventive step and is industrially applicable. Non-patentable inventions are those enumerated under Section 22 of the IP Code.



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- 4.12“**Published Works**” - works, which, with the consent of the authors, are made available to the public by wire or wireless means in such a way that members of the public may access these works from a place and time individually chosen by them, provided, that availability of such copies has been such, as to satisfy the reasonable requirements of the public, having regard to the nature of the work.
- 4.13“**Staff member**”- includes all administrative staff, non-researchers or any other persons employed by the SUC- and RLA- member agencies participating in research projects, whether part-time or full-time.
- 4.14“**Student**” - refers to all matriculated undergraduates; student employees and higher degree students i.e. graduate students, candidates for master’s and doctoral degrees at the SUC member agencies
- 4.15“**Tangible Research Property**” - research results that are in a tangible form and that include items such as materials, drawings, integrated circuit chips, computer software, computer and other databases, processes, prototypes and circuit diagrams.
- 4.16“**Utility Model**” - any technical solution of a problem in any field of human activity which is new and is industrially applicable. A utility model does not involve an inventive step.
- 4.17“**Undisclosed Information or trade secrets**” - information which is secret in the sense that is not, as body or in the precise configuration and assembly of its components generally known among or readily accessible to persons with the circles that normally deal with the kind of information in question; has commercial value because it is secret; and has been subject to reasonable steps under the circumstances to keep it secret, by the person who lawfully in control of the information.
- 4.18“**Works**” - original intellectual creations in the literary and artistic domain protected from the moment of their creation and shall include in particular:
- 4.17.1 Manuscripts, educational course materials and academic papers;
 - 4.17.2 Books, pamphlets, articles and other writings;
 - 4.17.3 Periodicals and News papers;
 - 4.17.4 Lectures, sermons, addresses, dissertations prepared for oral delivery, whether or not be reduced in writing not other material form ;
 - 4.17.5 Letters;
 - 4.17.6 Dramatic or musical compositions, choreographic works or entertainment in dumb shows;
 - 4.17.7 Musically compositions, with or without words;
 - 4.17.8 Works of drawing, painting, architecture, sculpture, engraving, lithography or other works of art; models or designs for works of art;



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- 4.17.9 Original ornamental designs or models for articles of manufacture, whether or not registrable as an industrial design, and other works of applied art;
- 4.17.10 Illustrations, maps, plans, sketches, charts and three-dimensional works relative to geography, topography, architecture or science;
- 4.17.11 Drawings or plastic works of a scientific or technical character;
- 4.17.12 Photographic works including works produced by a process analogous to photography; lantern slides;
- 4.17.13 Audiovisual works and cinematographic works and works produced by a process analogous to cinematography or any process for making audio-visual recordings;
- 4.17.14 Pictorial illustrations and advertisements;
- 4.17.15 Computer programs; and
- 4.17.16 Other literary, scholarly, scientific and artistic works.

ARTICLE 5

Intellectual Property Ownership

5.1 Copyright of Works

5.1.1 Copyright ownership of works shall vest in the Creator, except under the following circumstances:

5.1.1.1 If the Work is created in the course of or pursuant to an agreement between the Consortium member-agency and an external party, copyright ownership is subject to the terms on IP ownership set out in the relevant agreement; or

5.1.1.2 If the Work is the result of the performance of his regularly-assigned duties, unless there is an agreement, express or implied, to the contrary; or

5.1.1.3 If the Work is commissioned by the Consortium member-agency or is created at the direction of the said agency for its purpose; or

5.1.1.4 If the Work is created using funds provided by or through the Consortium member-agency for such purpose.

5.13 In the case of work commissioned by a person other than the Consortium member-agency which is the employer of the author, the work is made in pursuance of the commission and the person who so commissioned the work shall have ownership



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of work, but the copyright thereto shall remain with the creator, unless there is a written stipulation to the contrary.

5.1.4 In the case of works of joint ownership, the co-authors shall be the original owners of the copyright and in the absence of agreement, their rights shall be governed by the rules of co-ownership.

5.1.5 In the case of audiovisual work, the copyright shall belong to the producer, the author of the scenario, the composer of the music, the film director, and the author of the work so adapted. However, subject to contrary or other stipulations among the creators, the producers shall exercise the copyright to an extent required for the exhibition of the work in any manner, except for the right to collect performing license fees for the performance of musical composition, with or without words, which are incorporated into the works;

5.15 Copyright with respect to software is dealt with per other IP rights under Article 5.1 above.

5.1.6 The Consortium member-agency shall have the right to use, publish and reproduce such Works in whatever form, electronic or otherwise, for its teaching, research and academic purposes with appropriate notification to the owner.

5.1.7 If the owner of the copyright is other than the University, prior consent is required from the owner before any compilation, distribution and sale can be made.

5.2 Intellectual Property Ownership by the Consortium Member-agency of Patent and Other Rights

5.2.1 Right in IP made or created by the University personnel or students are owned by the University when either of the following applies:

5.2.1.1 The IP was developed in the course of or pursuant to the SUC- or RLA- member agency research. This includes:

5.2.1.1.1 In the case of SUC/RLA personnel, all research conducted in the course of his/her employment with the SUC/RLA as part of his/her duties or in fulfillment of his/her contract of employment;

5.2.1.1.2 In the case of Students, all research for which the Student receives financial support in the form of wages, allowance, salary, stipend or grant from funds whether or not administered by or through the SUC; and

5.2.1.1.3 All research conducted pursuant to a research agreement between the and an external party, subject to the terms on IP ownership set out in the relevant research agreement



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5.2.1.2 The IP was developed with substantial use of SUCs/RLAs resources. The following shall be deemed to be substantial use of the agency resources:

5.2.1.2.1 Where University funds are used to specifically support the development of the IP;

5.2.1.2.2 Where there has been use of resources at the member-agency that are not ordinarily available to most personnel or student. The use of office, library, computers and storage servers constitutes resources that are ordinarily available to personnel and students and do not constitute substantial use of agency's resources.

5.3 All IP developed by member-agency personnel or students in their own personal time, which are neither connected to the agency's research nor developed with substantial use of agency's resources, shall belong to such agency personnel or students as Inventors.

5.4 In the case of intellectual property generated from researches by the Department of Science and Technology (DOST) scholars in the undergraduate and graduate programs done as part of the programs and/or projects of the DOST or its agencies and submitted as part of the requirements in the pursuit of their degrees shall be jointly owned by the DOST and the HEI where they are enrolled, and shall share ownership and revenues in such proportion as agreed upon by them in a tripartite agreement between the DOST, the HEI, and the concerned scholar. This tripartite agreement must as far as practicable be executed prior to actual commencement of the research. (DOST Intellectual Property Policy Chapter 3, Section 2.c.2)

5.2.5 If the intellectual property generated from researchers of DOST scholars in the undergraduate and graduate programs is performed independently of the programs and/or projects of the DOST and its agencies and submitted as part of the requirements in the pursuit of their degrees, IP ownership shall be governed by the IP Policy of the HEI where the scholars are enrolled. (DOST Intellectual Property Policy Chapter 3, Section 2.c.1)

5.3 Trademarks

The SUC/RLA member agency shall be the sole owner of the SUC/RLA logo and shall have it registered with the Intellectual Property Office of the Philippines. Any use of the agency logo shall require prior license or permission from the agency.

5.4 Tangible Research Property (TRP) or research result



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As defined in Article 4.14 which cannot be the subject of any other kind of intellectual property protection are presumptively owned by the SUC/RLA member agency. In no case shall biological material in any form be the subject of patents or any form of acquisition.

5.5 Student Thesis/Dissertation

5.5.1 Student shall own the copyright of his/her thesis/dissertation subject to any agreement with the SUC or external parties. The Student shall grant to the SUC a royalty-free permission to reproduce, publish and publicly distribute copies of the thesis, in whatever form, electronic or otherwise.

5.5.2 If a thesis/dissertation contains information on an invention that may be patentable, the thesis may be required to be withheld in accordance with the procedures below:

5.5.2.1 The SUC may withhold public access to the Student's thesis/dissertation containing information on patentable invention until such time a patent application is filled by the SUC's IP Unit.

5.5.2.2 If the IP Unit decides not to pursue a patent protection, the thesis/dissertation may be released in accordance with the procedures adopted by the SUC.

5.5.2.3 If the Inventors' request for the return of the IP and wishes to pursue patent protection for the invention themselves, the Inventors may request the College/Department to withhold the thesis/dissertation for not more than three (3) months from the date of return of the IP in order for the relevant patent application to be filed.

5.6 Plagiarism

5.6.1 A researcher shall acknowledge in citations borrowed ideas, words, language or writings of another person.

5.6.2 A researcher shall as much as possible use own words and sentence structures even when writing about the ideas of others.

5.6.3 Original words from a source must be acknowledged by enclosing them in double open and close quotation marks.

5.6.4 A researcher found to use ideas or writings of another person as one's own shall be charged of "plagiarism," that is, stealing the ideas, words, language or writings of another writer or researcher.

5.6.5 A researcher found guilty of plagiarism shall be disowned of any research papers or articles published in his name and will be prohibited to publish any article in the SUC's research journal and other publications.



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ARTICLE 6

Administration

6.1 Creation of the Intellectual Property Unit

A unified regional Intellectual Property Unit within the STIRDC shall be created to serve as the governing and controlling body among the researchers within the Region. Generally, it would be the aim of the said Intellectual Property Unit of the STIRDC to harmonize all efforts of all member-agencies in the administration of the various intellectual property concerns and issues in MIMAROPA. It shall operate with the following functions and responsibilities:

- 6.1.1 Promote the access to, and use of research for attainment of regional development goals;
- 6.1.2 Ensure proper implementation of the Regional Intellectual Property Policy;
- 6.1.3 Implement monitoring and evaluation mechanisms for innovation and technology support services in the member-institutions;
- 6.1.4 Facilitate the establishment and maintenance of good reputation of the MIMAROPA R&D system and network through the growth and recognition of researchers, including faculty, staff and students and institutional partners;
- 6.1.5 Foster recognition of intellectual work of researchers by the wider society for the contributions made to industry;
- 6.1.6 Provide mechanisms for judicious use of fund for R&D;
- 6.1.7 Facilitate appropriate return for resources and services provided by member-institutions and other R&D sponsoring agencies;
- 6.1.8 Support the independence of indigenous peoples in the Region over their own intellectual work and culture; and
- 6.1.9 Resolve conflicts on IP-related issues

6.2 Structural and Functional Organization of the Regional Intellectual Property Unit



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The IPU shall be comprised of the following personnel to be designated in the Consortium and to perform functions as follows:

6.2.1 Regional IP Focal Person - Responsible for performing managerial tasks as planning, directing and controlling over all IP matters in the Region and officially accruing within the Consortium. Specific duties and responsibilities are:

6.2.1.1 Spearhead planning activities in accordance with prescribed major output requirements;

6.2.1.2 Direct the various operations of the Unit;

6.2.1.3 Formulate procedural guidelines and implement other enabling mechanisms for effective operations of the IPU and in compliance with standards;

6.2.1.4 Ensure provision of assistance and technical support to IP-related needs of member-institutions and other clientele groups in the Region;

6.2.1.5 Provide leadership in establishing and maintenance of linkages with industries and the public and private sectors for enhanced utilization of R&D outputs;

6.2.1.6 Evaluate and report to higher authorities in the Consortium IP performance measures of the Region and recommend viable solutions to identified problems and constraints;

6.2.1.7 Ensure provision of assistance and technical support to IP-related needs of member-institutions and other clientele groups in the Region;

6.2.1.8 Initiate IP capability-building projects and activities and tap, coordinate and establish pool of IP technical experts;

6.2.1.9 Preside over regular and special meetings of IPU personnel; and

6.2.1.10 Represent the Consortium for all IP coordination and liaison to higher administrative bodies such as the IPO Phils., CHED, and other partners, clients and stakeholders;

6.2.2 IP Representatives – Responsible for:

6.2.2.1 Providing assistance to the Regional IP Focal Person on all matters concerning IPU operations and in support for the smooth implementation of the functions of the Unit;

6.2.2.2 Performing relevant tasks as directed by the Regional IP Focal Person; and



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6.2.2.3 Recommending strategies for improving systems and operations

6.2.3 **Office Staff** – Under the direct supervision of the Regional IP Focal Person, perform the following administrative and support functions:

6.2.3.1 Maintain office records and develops data systems for utilization;

6.2.3.2 Data collection from member-institutions and other relevant data and information sources;

6.2.3.3 Prepare data or material for presentation, analysis, evaluation/assessment by direct supervisor;

6.2.3.4 Coordinate meetings, visits, trainings and other related activities which include scheduling and data recording;

6.2.3.5 Assist in facilitation of document processing, transacting fiscal matters and other vital administrative concerns;

6.2.3.6 Attends internal and external meetings as needed and cultivate wholesome relationship with officers/representatives of Consortium member-institutions and outside stakeholders;

6.2.3.7 Assess and respond to requests from Consortium members and outside stakeholders; and

6.2.3.8 Perform other duties as may be directed by superiors

ARTICLE 7

Disclosure, Evaluation and Commercialization of Intellectual Property

7.1 IP Disclosure and Evaluation Process

The disclosure and evaluation for intellectual property shall take place within the SUC/RLA member agency in the following process:

7.1.1 If an Inventor has developed any IP, the ownership of which is vested in the SUC/RLA, or pursuant to any obligation to disclose such IP under any agreement



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the SUC/RLA may have with an external party, the Inventor(s) must promptly disclose the full details to the IP Unit of the SUC/RLA by submitting a Technology Disclosure Form.

- 7.1.2 The SUC/RLA IP Unit will evaluate the commercial potential and patentability of the IP. The same IP Unit may make consultation with the Regional IP Unit where other IP SUC/RLA personnel or independent experts competent in the field to assist in the evaluation if appropriate or necessary shall be tapped.
- 7.1.3 The SUC/RLA IP Unit shall, within three (3) months from date of receipt of the Technology Disclosure Form, confirm in writing to the inventor(s) whether or not the SUC/RLA will pursue patenting and/or commercialization of the IP, subject to any obligations that may be owed to external parties.
- 7.1.4 Failure of the SUC/RLA IP Unit to act within the period as stated herein shall be deemed as waiver by the SUC/RLA of its right to patent and/or commercialize.
- 7.1.5 The SUC/RLA IP Unit generally will seek patent protection in order to pursue commercialization of the invention and/ or protect scientifically meritorious inventions.
- 7.1.6 If there are obligations owed to an external party under the terms of a grant research agreement in respect of the SUC/RLA IP, the IP Unit will contact the external party and proceed with the management of the IP in accordance with the terms of the agreement with such party.
- 7.1.7 The Inventor shall at all times maintain confidential the details of the invention in accordance with the Confidentiality policy set out in Article 9.1, in particular during the period when the IP Unit is assessing the viability of commercialization and/or patenting the invention. Any publication (even verbal disclosure) which describes an invention prior to filing for a patent may jeopardize the patenting process. During the evaluation process, the inventor is obliged to delay public disclosure until patent application has been filed. The university must endeavor to minimize delays in publication.
- 7.1.8 All Inventors shall disclose to the IP Unit the identity of any party interested in the commercial exploitation of the IP in sufficient detail and as soon as practicable after the relevant facts have come to their knowledge. All inventors are also required to disclose any conflict of interest as set out in Article 9.2.



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7.1.9 Prior to any patent filings or commercialization by the SUC/RLA personnel in respect of IP deemed owned by the agency under Article 5.2, the SUC/RLA personnel shall make full and truthful disclosure to the agency by submitting the Declaration of Mandatory Disclosure.

7.2 Return of IP to Inventor(s)

7.2.1 The SUC/RLA IP Unit shall within 3 months return the IP to the inventors for commercial exploitation where:

7.2.1. The IP Unit has informed the Inventor(s) that it does not wish to pursue the commercial exploitation and patenting of the IP under Article 7.1.3; or

7.2.2 The IP Unit does not inform the Inventor(s) within 3 months of the acknowledgement of receipt of the Technology Disclosure whether it wishes to pursue commercial exploitation and/or patenting of the IP; or

7.2.3 The university has not commercialized the IP after 3 years from the date of receipt of the Technology Disclosure and there are no on-going discussions with any interested parties.

7.3 Commercialization and Protection of the Consortium Member Agencies' IP

7.3.1 The SUC/RLA shall be entitled to approach, negotiate and enter into any binding IP agreement with any third party on such terms and conditions as the University, being the legal and beneficial owner of such IP, shall in its sole and absolute discretion deem fit.

7.3.2 The SUC/RLA shall be entitled to assign rights or grant licenses, whether exclusive or not, in respect of the IP for such periods as it shall deem fit, or make such other arrangements relating to such IP as it may deem appropriate in order to facilitate technology transfer while protecting the rights of the agency and the Inventors.

7.3.3 The SUC/RLA will not negotiate contracts for consulting services for individual Inventors as part of a license arrangement. Individual Inventors are free to negotiate such contracts on a personal basis.

7.3.4 The SUC/RLA may use any means whatsoever, as it shall in its sole and absolute discretion deem fit, to protect any IP owned by it, including but not limited to instituting proceedings concerning infringement of IP rights and breach of license agreements.



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7.3.5 The support and cooperation of the Inventors are usually critical for successful commercialization. The Inventor(s) shall provide all information and render all assistance to the SUC/RLA in any phase as may be required from time to time.

7.4 Distribution of Commercialization Benefits

7.4.1 The share between the SUC/RLA with the Inventor(s) of the IP on any Net Revenue shall be as provided for in the SUC/RLA IP Policy.

7.4.2 Net Revenue is defined as the gross consideration (including all royalties, fees and other benefits) received from the commercialization of the IP less all Expenses incurred in the commercialization of that IP. Expenses shall include all patent filing and legal fees, marketing and licensing costs, administrative expenses and fixed overhead costs and any other expenses necessarily incurred for patenting and commercializing the IP.

7.4.3 If the SUC/RLA receives shares in a company in exchange for a license or assignment of the RLA and the proceeds from the liquidation of the shares shall be distributed to the Inventor(s) according to the same ratio as set out in Article 7.4(a). An inventor may also request to hold his/her portion of the shares in his/her own name, in which case such Inventor shall no longer be entitled to any proceeds from the liquidation of the remaining shares by the agency.

7.4.5 The Inventors' share of Net Revenue under Article 7.4(a) will be distributed equally among any joint Inventors unless the University has been previously notified in writing of any different sharing arrangement agreed upon between the joint Inventors.

7.4.6 It is the responsibility and obligation of each Inventor to keep the SUC/RLA updated of his/ her current contact number and address in order for the agency to distribute his/ her share of the Net Revenue.

7.4.7 The SUC's/RLA's share of the Net Revenue shall be distributed in accordance with the provisions of their respective institutional IP Policy.

7.4.8 Where there are multiple Inventors from different departments of the SUC/RLA, the department's share of Net Revenue will be distributed among the Departments in accordance with the number of Inventors from each.

7.4.9 The SUC/RLA shall distribute to the Inventor(s) the proportion of the Net Revenue due to them in such manner and at such times the agency shall, in its sole and absolute discretion, deem fit.



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- 7.4.10 Where the SUC/RLA returns the IP to Inventor(s) under Article 7.2 above, the Inventor(s) shall sign a Letter Agreement, which shall include the terms and conditions for the return of the IP

:

ARTICLE 8

Research Collaborations With External Parties

8.1 Research Collaborations with Non-Commercial Parties

- 8.1.1 Non-commercial parties include other universities, research institutions, government agencies and non-governmental organizations.
- 8.1.2 In a collaboration with non-commercial parties, IP will generally be jointly owned where both parties have jointly developed the IP (i.e where employees/students of both parties are involved in creating, developing or generating the IP). Usually the parties will have the right to jointly commercialize the jointly-owned IP.
- 8.1.3 Where the IP is solely developed by the University, the University will retain the ownership of the IP but the non-commercial party will have free internal use of the subject IP. The terms and conditions of any commercial use of IP shall be subject to negotiations.

8.2 Research Collaborations with Industry

- 8.2.1 Collaborations with industry are encouraged as interaction with industry ensures that research at the university remains relevant and they also provide exposure to students to possible future employers. Companies will also benefit as they obtain access to the University's expertise, facilities and resources not otherwise available elsewhere.
- 8.2.2 The guidelines below lay down the factors that are taken into consideration in determining the IP terms in order to provide consistency in decision-making. The guidelines also recognize the different types of projects that can be undertaken with industry, which can range from exploratory research (where the application is not known), technology development (where the application is known) to product design and problem solving. The guidelines also provide for recognition of the University's



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contributions in the form of license fees payable by the Company as the Company obtains commercial benefits from IP generated with the help of the University.

8.2.3 The following guidelines on IP ownership and commercial use and licensing of the subject IP will apply to all research projects with industry.

8.2.3.1 The SUC/RLA will consider joint ownership where the Company will be contributing background IP to the project or will have intellectual contribution background IP, that is, employees of the company are also involved in creating or generating the IP together with the SUC/RLA. The Company must also be providing funding for a significant portion of the total project costs.

8.2.3.2 As a joint-owner which has contributed significantly to the development of the IP, the Company will have a non-exclusive royalty-free right to commercially exploit the project IP on its own without accounting to the agency, the SUC/RL will also retain the right to give out non-exclusive licenses without accounting to the Company.

8.2.3.4 The Company will have the right to license the IP non-exclusively to third parties but is required to account to the University a percentage of any licensing revenue it receives .

8.2.3.5 If the Company wishes to commercially exploit the IP exclusively, the Company will also have a first right to negotiate a royalty-bearing exclusive license with the University on commercial terms.

8.2.4 Sole Ownership of IP by the Company

8.2.4.1 The university will consider the sole ownership by the Company if the project meets the following criteria:

8.2.4.1.1 The project is focused mainly on product development or improvements to the Company's existing products or services and only the Company's background IP is involved;

8.2.4.1.2 The project has unambiguous known objectives and the Company lays down a defined way of performing the study;

8.2.4.1.3 The SUC's/RLA's existing IP is not involved as the Company requires mainly access to the expertise and know-how of the University's staff members;



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8.2.4.1.4 The University must benefit from the project and acquiring relevant industry experience through the exposure provided by working with the Company.

8.3 General Policies on Other Terms in Research Agreements

8.3.1 Publications

The SUC/RLA reserves the right to publish or present the findings of the project, subject to only the right of the external party to require the delay of any publication or presentation in order to remove any of its confidential information or for the filing of any patents in accordance with the term of the research agreement for the project.

8.3.2 Warranties

As the research is only conducted on a reasonable efforts basis, the results are provided “as-is” and without any representation or warranty of merchantability or fitness for any particular purpose or any warranty that any use will not infringe or violet any patent or other proprietary rights of any other person.

8.3.3 Indemnities

The SUC/RLA requires the external party to indemnify the University from any claim, loss, cost, expense or liability of any kind that may be incurred by the SUC/RLA due to the external party’s use (commercial or otherwise) of the results or IP generated from the project.

8.3.4 Overhead Charge

A ten percent (10%) overhead charge will apply to all research projects to take into account the overhead costs in providing the facilities and resources to carry out research at the SUC/RLA. The Overhead charge shall be distributed in the following ratio:

8.3.4.1 The overhead charge will be imposed on all direct funding received from the external party.

8.3.4.2 The overhead charge does not apply to unrestricted or outright grants or to government grants that do not allow such overhead charges.

ARTICLE 9

General Obligations



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9.1 Confidentiality

9.1.1 All SUC/RLA Personnel and Student shall at all times maintain confidential all information defined herein, whether made/developed on his/her own, in collaboration with University colleagues, or acquired through discussions (whether formal or informal) with University colleagues.

9.1.2 The above confidentiality obligations shall not apply in any of the following circumstances.

9.1.2.1 where disclosure is required by law or any government agencies.

9.1.2.2 where the information is in the public domain or becomes generally available to the public; or

9.1.2.3 where disclosure is made with the prior consent of the University.

9.2 Disclosure of Conflicts of Interest

9.2.1 All Inventor(s) Creator (s) who have any interest, whether directly or indirectly, in any party interested in commercial exploitation of SUC/RLA IP, shall make full and honest disclosure of the nature and extent of their interest to the agency, as soon as practicable and to the best of their knowledge. Without prejudice to the generality of the foregoing, an Inventor shall be deemed to have an interest if he/she (or a person over whom he/she has control) is a director of, or a share holder with a material shareholding in the organization or company interested in the commercial exploitation of the SUC/RLA IP.

9.2.2 In addition, all SUC/RLA Personnel shall make full and honest disclosure and seek the approval of the agency in the event of any situation where a conflict of interest may arise..

9.2.3 Failure to declare his/her interest in the commercial exploitation of the SUC/RLA IP and/or seek the approval from the SUC/RLA IP subject the SUC/RLA Personnel liable to disciplinary or other action which the agency shall, in its sole and absolute discretion impose.

ARTICLE 10

Consultancies/ Directorship in Companies

10.1 Consultancies



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10.1. SUC/RLA Personnel entering into consultancy work pursuing the commercialization of the IP shall commit not to disclose or to transfer to external party any IP belonging to the agency. They shall also ensure that a separate agreement is entered into with the appropriate College/ Department for the use of the university facilities, equipment or resources for such consulting work.

10.1.2 In any consulting service, SUC/RLA Personnel shall not breach the confidentiality obligations to which they are subject by virtue of being employees of the agency. They shall not disclose any Confidential Information which relate to SUC/RLA IP or any research which is being carried out at the SUC/RLA.

10.2 Conflict of Interest

10.2.1 Conflict of interest may arise in various situation relating to technology transfer interaction with industry. To minimize or prevent such conflict of interest situations, SUC/RLA Personnel must make full and honest disclosure to, and seek approval of, the agency in the following situations:

10.2.1.1 undertaking sponsored or collaborative research with a company that has licensed IP from the SUC/RLA, where the research is related or in the same area as the IP licensed.

10.2.1.2 deployment of Students by the SUC/RLA Personnel to do product and/or process research and development for a company in which the University Personnel has an interest. In cases where a SUC/RLA Personnel supervises final- year projects and higher degree students, this includes working on thesis topics in which the University Personnel has a commercial interest in the research area;

10.2.1.3 transmitting to a company information that is not generally available to the public. This includes withholding or reducing publications after transferring technology to the company, or failing to attend to industry visitors from competing companies;

10.2.1.4 undertaking or changing the orientation of the SUC/RLA Personnel's research (whether supported by SUC/RLA funds or external grants) to serve the research, product development or other needs of a company;

10.2.1.5 use of University Personnel's position in the SUC/RLA to participate in company activities;

10.2.1.6 purchasing of equipment, instruments, materials or other items for teaching and/or research from a company in which the SUC/RLA Personnel has an interest;



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RLA personnel or any person related to him (including without limitation, his parent, spouse, brother, sister, daughter, or any person who is holding legal title for the benefits of the university personnel) has an interest, whether legal, beneficial or otherwise.

10.3 Directorship of Companies (Including University Spin-Off Companies)

Subject to the conditions as laid down by the University for academic staff to undertake external consultation and specialist work (including Non-Executive Company Directorship), SUC/RLA Personnel may be given approval to accept appointment to non-executive directorships in companies, including companies to be formed, that will commercialize their inventions.

ARTICLE 11

GENERAL PROVISIONS

11.1 Interpretation

The Intellectual Property Code of the Philippines (Republic Act No. 8293), the Plant Variety Protection Act of 2002 (R.A 9168), the Agriculture and Fishery Modernization Act (R.A. 8435), the Philippine Fisheries Code of 1998 (R.A. 8550), the Wildlife Act (R.A 9147), Indigenous People Rights Act (IPRA Law), the Inventor's and Invention Incentives Act (R.A. 7459), the Magna Carta for Scientist, Engineers, Researchers and other Science and Technology Personnel in Government (R.A. 8439), the Administrative Code of 1987 (E.O. 292), and the respective chapters of agencies under the STIRDC, and other relevant laws and their corresponding amendments, implementing rules and regulation are deemed written into the IP Policy.

11.2 Construction

In the event of doubts in the interpretation of this IP Policy, the provision should be construed in favor of the generator of IP.

11.3 Waiver of Policy

The STIRDC shall have the discretion to waive or vary any all of the provision of this rules in particular case. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation of the same or any other provision on a future case.

11.4 Commencement and Application of IP Policy



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This policy is effective from 2016 and shall be applicable to all SUC/RLA member agencies' IP licensed after the effective date. The rules set out in the IP Policy are subject to the terms of any agreement with external parties that the SUC/RLA may enter into.

11.5 Amendments of the Rules and Guidelines of the IP Policy

The rules and guidelines set out in the IP Policy may be amended by the STIRDC from time to time. The STIRDC/RLA shall under take to notify University Personnel and Students as soon as is practicable of the amendments so made. In any case, the amendments shall be in full force and effect on the date the amendments have been announced by the university to take effect.

ARTICLE 12

PENALTIES

Any person found to have violated any of the provision of this IP Policy shall be dealt with in accordance with the provisions of faculty, staff, administrative or applicable employment manual. Any violation of this policies shall be considered as a disciplinary offence.