

**The De La Salle University
Knowledge and Technology Transfer Policy**

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The De La Salle University Knowledge and Technology Transfer Policy

1. Introduction

University Knowledge and Technology Transfer is the process by which academic research outputs, technologies, creative works, skills, and knowledge are translated into products and services to make them more accessible to the general public so that they can directly benefit society. With the enactment of the Philippine Technology Transfer Act of 2009 (RA 10055, 2009), the Innovative Startup Act (RA 11337, 2019), and the Philippine Innovation Act (RA 11293, 2019), the Philippine ecosystem for technology transfer and entrepreneurship has encouraged the transfer of research outputs, knowledge, and skills into commercializable products and services. Aside from publication, universities now have an opportunity to utilize their research results via the different modes of commercialization such as sale, licensing, and the creation of new ventures (i.e., spinoffs and startup companies). Moreover, as recipients of public funding for research, all universities and Research and Development Institutions are mandated to exert efforts to commercialize their research outputs to positively impact the Philippine economy.

2. Purpose and Interpretation

- 2.1. The purpose of this policy is to provide a process for transferring knowledge and technology from the University to society through the different modes of commercialization, such as sale, licensing, or creation of new ventures that would lead to economic and social impact, while remaining consistent with the mission-vision of the University. This policy shall provide structures and procedures to manage relationships among researchers, the University, and third parties to ensure that their respective interests are protected. It shall also provide a mechanism to ensure compliance with relevant laws and to manage risks and potential conflicts of interest.
- 2.2. To the extent possible, this policy shall be read as a whole and in context to give effect to every word in the policy. The provisions of this policy should be harmonized together with the DLSU Intellectual Property (IP) Policies and its Implementing Rules and Regulations (IRR) and not read to create a conflict.
- 2.3. The DLSU IP Office (DIPO) was established to facilitate the protection and management of University-owned IP and take the lead in the University's knowledge and technology transfer activities. The DLSU Innovation and Technology Office (DITO) shall support the DIPO by providing IP protection and technology transfer services. The DITO can provide services to third parties outside the University to realize the University's mission of serving society.

3. Objectives

The DLSU Knowledge and Technology Transfer Policy shall have the following Objectives:

- 3.1. Facilitate the utilization of knowledge and research outputs for positive socioeconomic impact.
- 3.2. Provide rules for different commercialization strategies for the transfer of knowledge and technology by the University.

- 3.3. Manage ownership issues, risks, conflicts of interest, and conflicts of commitment arising from the practice of knowledge and technology transfer.
- 3.4. Establish knowledge and technology transfer agreements among the University, University employees, and third parties.
- 3.5. Clarify the duties and responsibilities of the University, University employees, and third parties in relation to knowledge and technology transfer.
- 3.6. Establish a Knowledge and Technology Transfer Committee that would exercise functions as defined in this policy.

4. Definition of Terms

- 4.1. Business Incubation - a process of nurturing businesses, including social enterprises and technology startups, from business idea generation to startup formation and helping them grow and become successful.
- 4.2. Business Incubator - an entity, whether internal or external to the University, created to help develop new ventures through the provision of business support services such as entrepreneurship training, office space, and other resources.
- 4.3. Conflict of Commitment - any situation where a University Employee's involvement in knowledge and technology transfer activities has the possibility (either in actuality or in appearance) of interfering or competing with the University's educational, research, or service missions, or with that University Employee's ability or willingness to perform the full range of responsibilities associated with his/her position.
- 4.4. Conflict of Interest – any situation where a person, through their involvement in knowledge and technology transfer activities, derives any benefit from actions/decisions made in their official capacity as faculty, student, or employee, which may run counter to the interest of the University.
- 4.5. Dispute – any issue or controversy involving conflict of claims or rights regarding the exercise of rights of a third party where one of the parties is the University.
- 4.6. Fairness Opinion Report – a report prepared by the Fairness Opinion Board expressing its opinion as to the fairness to the Government Funding Agency and/or Research and Development Institution of the proposed transaction.
- 4.7. Intellectual Property Management – the identification, protection, maintenance, and disposition of University-owned IP.
- 4.8. Licensing – the act of authorizing one party (the licensee) to use or otherwise exercise any of the ownership rights of the intellectual property rights of another (the licensor).
- 4.9. Negotiation – the act of settling or arranging the terms and conditions of the license or any agreement involving intellectual property rights.

- 4.10. New Venture – a legal entity¹ established for the purpose of commercializing University-owned Intellectual Property.
- 4.11. Revenues – all monetary benefits derived as a result of the development, production, transfer, use, and/or commercialization of intellectual property rights, including income from assignments, and royalties from licenses.
- 4.12. Spinoff – an independent business technology taker with a separate legal personality from the Government Funding Agency, Research and Development Institution and researcher, and created through the initiative of the researcher-employee who generated the technology.
- 4.13. Startup – any person, team, or registered entity in the Philippines which aims to develop an innovative product, process, business, or service model.
- 4.14. University Employee – teaching and/or research faculty, academic service faculty, academic service personnel, and co-academic personnel whether part-time, full-time, contractual, or casual employees, including project staff of the De La Salle University. It shall also refer to visiting professors or other persons who have official teaching, research, or other academic engagement with the University.
- 4.15. University-owned Intellectual Property, or University-owned IP – intellectual property that is owned or has been assigned to the University pursuant to the University's intellectual property policies. Such University-owned IP include but are not limited to, patents, utility models, software, copyrighted materials, and trademarks.
- 4.16. University Knowledge and Technology Transfer – transfer of rights to use new discoveries and innovations resulting from university research to another party in order to transform the research into products/services to be utilized by society. University Knowledge and Technology Transfer activities include, but are not limited to: licensing, assignment, donation, or sale of intellectual property to a third party, including a new venture with participation by a university employee; delivery of specialized services to a third party; and transfer of specialized knowledge to a third party.

5. Scope of the Policy

This policy shall apply to all University employees and students (exercising administrative functions in the University), who shall engage in University Knowledge and Technology Transfer. This policy shall also serve as a guide to the University's engagement with third parties in the context of knowledge and technology transfer.

6. Functions of the DLSU Intellectual Property Office

The DLSU Intellectual Property Office (DIPO), a unit under the Office of the Vice Chancellor for Research and Innovation (OVCRI), is headed by a Director and shall have the following functions:²

¹ Including sole proprietorship, partnership, and corporation.

² The functions of the DIPO listed in this DLSU Knowledge and Technology Transfer Policy are the same as those listed in Section 11 of the DLSU IP Policies.

6.1. Protection and Management of Intellectual Property

- 6.1.1. Secure and manage the protection of University-owned IP and advise faculty, students, and staff in the protection of their own Intellectual Property, which may include registration for protection with the Intellectual Property Office of the Philippines (IPOP HL).
- 6.1.2. When appropriate, procure services of Intellectual Property service providers for the protection of University-owned IP.
- 6.1.3. Lead efforts in implementing the DLSU Intellectual Property policies and in drafting strategies, guidelines, and procedures concerning management of University-owned IP.
- 6.1.4. Recommend to the Vice-Chancellor for Research and Innovation (VCRI) appropriate actions for enforcement of Intellectual Property rights and coordinate with the Office of the University Legal Counsel (OULC) for the filing of appropriate actions and other measures to protect the Intellectual Property rights of the University.
- 6.1.5. Review documents that involve Intellectual Property matters, which include among others IP ownership in third-party agreements, pursuant to the University Policy on the Legal Review of Contracts.
- 6.1.6. Perform other functions analogous to the foregoing.

6.2. Manage Knowledge and Technology Transfer Activities

- 6.2.1. Lead efforts in implementing the Knowledge and Technology Transfer Policy and in drafting strategies, guidelines, and procedures concerning knowledge and technology transfer in the University.
- 6.2.2. Manage the utilization and commercialization of University-owned IP.
- 6.2.3. Serve as a “gateway” for industry to connect with the University in matters relating to the utilization and commercialization of University-owned IP.
- 6.2.4. Recommend to the University Chancellor the appropriate course(s) of action for the use of University-owned IP
- 6.2.5. Be responsible for the signing of licensing agreements for University-owned IP.

6.3. Engagement with Internal and External Stakeholders

- 6.3.1. Establish and nurture relationships with internal and external stakeholders to facilitate the protection, management, utilization, and commercialization of University-owned IP.

- 6.3.2. Answer queries from faculty, students, and staff, on matters relating to Intellectual Property, and Knowledge and Technology Transfer.
- 6.3.3. Organize awareness activities on Intellectual Property and Knowledge and Technology Transfer.
- 6.3.4. Supervise and manage the activities of the student organization for Intellectual Property (Intellectual Property Advocates).
- 6.3.5. Establish partnerships with industry and other external stakeholders to fulfill its mandate.
- 6.3.6. Co-represent the University in events, organizations, and societies relating to Intellectual Property, and Knowledge and Technology Transfer.

6.4. Management of Office Operations

- 6.4.1. Prepare and execute its own document management system for recording its transactions.
- 6.4.2. Coordinate internally with other functional units in the University to achieve its objectives.
- 6.4.3. Communicate periodically the performance of the office to stakeholders.
- 6.4.4. Manage budget for activities related to its functions.

7. Functions of the DLSU Innovation and Technology Office

The DLSU Innovation and Technology Office (DITO), a unit under the OVCRI, is headed by a Manager and shall have the following functions³:

7.1. Support for University Knowledge and Technology Transfer

- 7.1.1. Support the DIPO in implementing the Knowledge and Technology Transfer Policy and in drafting strategies, guidelines, and procedures concerning knowledge and technology transfer in the University.
- 7.1.2. Support the DIPO in managing the utilization and commercialization of University-owned Intellectual Property.
- 7.1.3. Create and execute marketing strategies for University researchers and their innovations.
- 7.1.4. Take the lead in the negotiation of licensing agreements and other licensing-related contracts, on behalf of the University.

³ The functions of the DITO listed in this DLSU Knowledge and Technology Transfer Policy are the same as those listed in Section 12 of the DLSU IP Policies.

- 7.1.5. Monitor the progress of licensees and ensure that the Parties comply with their contractual obligations under a licensing agreement.
- 7.1.6. Receive royalty payments from licensees on behalf of the University and assist the OVCRI in the computation of royalty payments from Intellectual Property licensing agreements.
- 7.1.7. Perform other functions analogous to the foregoing.

7.2. Engagement with Internal and External Stakeholders

- 7.2.1. Establish and nurture relationships with internal and external stakeholders in order to facilitate University Knowledge and Technology Transfer and the utilization and commercialization of University-owned Intellectual Property.
- 7.2.2. Refer New Ventures to a business incubator, such as but not limited to the Animo Labs Business Incubator.
- 7.2.3. Help capacitate internal and external stakeholders on matters relating to University Knowledge and Technology Transfer and the utilization and commercialization of IP.
- 7.2.4. Coordinate internally with other functional units to achieve its objectives.
- 7.2.5. Analyze and communicate the results of its activities and programs to relevant stakeholders.
- 7.2.6. Co-represent the University in events, organizations, and societies relating to Intellectual Property, and Knowledge and Technology Transfer.
- 7.2.7. Supervise and manage the activities of UNBOXD, a student start-up organization.
- 7.2.8. Provide patent services to the University and third parties⁴.
- 7.2.9. In meritorious cases, assist University employees and units in the utilization of non-University-owned Intellectual Property, including know-how such as, but not limited to, industry engagement for specialized services.⁵

7.3. Management of Office Operations

- 7.3.1. Manage budget and expenses for activities related to its functions.
- 7.3.2. Manage in-house Intellectual Property filing activities for cases referred to it.
- 7.3.3. Prepare and execute a document management system for recording its transactions.

⁴ The DITO process for providing patent services to third parties shall be provided in a separate document.

⁵ The DITO process for assisting University employees in the utilization of non-University-owned Intellectual Property or know-how shall be provided in a separate document.

8. Functions of the Knowledge and Technology Transfer Committee

- 8.1. The Knowledge and Technology Transfer Committee (KTTC) is established and shall have the following purposes:
 - 8.1.1. Recommend to the University Chancellor whether an application for licensing University-owned IP to a new venture, which is established or participated in by a University employee, be approved with or without conditions, or rejected.
 - 8.1.2. As part of its recommendation in Item 8.1.1, help determine whether granting rights to the new venture is the "best mode" for commercialization, as opposed to a licensing or disposition with a third party.
 - 8.1.3. Whenever appropriate, form an AdHoc working group to facilitate the marshaling of university resources in support of new ventures undertaking the commercialization of University-owned IP.
 - 8.1.4. Whenever appropriate, refer outside professional advisers and other resources to aid the university employee in structuring, organizing, and managing the new venture and obtaining capital financing.
 - 8.1.5. Resolve disputes on matters relating to new ventures referred to it and within its mandate.
 - 8.1.6. Whenever appropriate, recommend to the University Chancellor the extension or termination of a licensing agreement.
 - 8.1.7. Provide guidance on knowledge and technology transfer matters, including resolution of conflicts of commitment and conflicts of interest, referred to it.
 - 8.1.8. Defer matters relating to intellectual property management to the University Committee on Intellectual Property (UCIP).
 - 8.1.9. Make an annual review of this Knowledge and Technology Transfer Policy, and recommend changes whenever necessary.
 - 8.1.10. Whenever appropriate, form an AdHoc working group to discuss and recommend appropriate actions in response to special University Knowledge and Technology Transfer cases referred to it which cannot be resolved by the provisions of this policy.
 - 8.1.11. Provide advisory opinion on Knowledge and Technology Transfer matters within its mandate.
- 8.2. The KTTC shall be composed of one Chair and four other members: (1) the VCRI as Chair; (2) the Vice Chancellor for Academics (VCA); (3) the Vice Chancellor for Administration; (4) the Director of DIPO; and (5) the Manager of DITO. The KTTC shall have three other resource persons: (1) the Executive Director of the Animo Labs

Business Incubator; (2) the University Legal Counsel; and (3) an Industry Advisor nominated by the committee.

8.3. The KTTC may make decisions via email referendum or an online meeting.

8.4. **Creation of the DLSU Innovation Group**

The DLSU Innovation Group (DIG) is created to serve as a venue for members of the University to discuss all matters pertaining to technology transfer, commercialization, and innovation. It shall be presided by the Manager of the DLSU Innovation and Technology Office as Chair (as delegated by the Vice-Chancellor for Research and Innovation) and the Director of the DLSU Intellectual Property Office as Vice-Chair, and the following as members de officio: (1) Deans of all the Colleges of the University or their authorized representatives; (2) Research Center Directors under the VCRI or their authorized representatives; and (3) Executive Director of the DLSU Animo Labs Business Incubator. Other members of the academic community may be invited as resource persons or guests. It shall meet at times agreed upon by the members of the DIG, which shall be at least once per term. It shall be an attached group and supported by the budget of the OVCR.

9. **Modes of Transfer**

9.1. **Licensing**

9.1.1. **Licensing to a third party**

- 9.1.1.1. A third party interested in licensing a University-owned IP shall write a letter of intent to the DIPO Director. The third-party shall specifically identify the University-owned IP⁶ which it intends to license.
- 9.1.1.2. After an evaluation of the third party's letter of intent, the DIPO Director endorses the letter to the DITO Manager, who shall discuss with the third party the process of licensing the University-owned IP, including the signing of a confidentiality agreement, and the terms of a draft licensing agreement.
- 9.1.1.3. Inventors or creators of IP shall have no authority to enter agreements except when duly authorized in accordance with Policies on Signatory Authority of the University.
- 9.1.1.4. The third-party shall submit documents as evidence of their capability to commercialize the University-owned IP. Non-limiting examples of these documents are:
 - a. Financial documents
 - b. Financial projections

⁶ The DIPO shall ensure that assignment of intellectual property (patents, copyrights, etc.), and research contracts and grants relevant to the proposed licensing of University-owned IP are appropriately managed.

- c. Documents to support legal, social, environmental, or other impacts of the proposed transaction
- d. Background documents of the third party
- e. Documents relating to regulatory requirements or exemptions

The DITO may conduct further validation, such as ocular inspection and/or needs assessment, on the commercialization capabilities of the third party.

- 9.1.1.5. After an evaluation of the third party's capability to commercialize the University-Owned IP and negotiation of the licensing terms with the third party, the DITO Manager submits a draft licensing agreement to the DIPO Director.
- 9.1.1.6. Upon agreement, the University and the third party shall sign a licensing agreement in accordance with the Policies on Signatory Authority of the University.
- 9.1.1.7. The DITO shall monitor the progress of the third party in delivering its contractual obligations under the licensing agreement and shall report such progress to the OVCRI.
- 9.1.1.8. The OVCRI, with assistance from the DITO, shall be responsible for distributing royalty payments from IP licensing agreements based on the IRR of the University Intellectual Property policies, and policies of the University Accounting Office. In case there is a separate agreement between the University and the third party on the distribution of royalty payments, the agreement shall prevail.
- 9.1.1.9. In the event of a breach of contractual obligations under the licensing agreement, the DITO shall refer the matter to the KTTC. The KTTC shall then recommend to the University Chancellor the appropriate action to take as a result of the breach. The University Chancellor shall have the final decision on whether or not to terminate the licensing agreement with any licensee of University-owned IP.

9.1.2. Licensing to a new venture with participation by a University employee

- 9.1.2.1. In case a new venture established or participated in by a University employee intends to license University-owned IP⁷, the University employee shall write separately to his/her immediate supervisors and the DIPO Director of this intent. The University employee shall

⁷ The DIPO shall ensure that assignment of intellectual property (patents, copyrights, etc.), and research contracts and grants relevant to the proposed licensing of University-owned IP are appropriately managed.

specifically identify the University-owned IP that the new venture intends to license.

- 9.1.2.2. After an evaluation of the new venture's letter of intent, the DIPO Director endorses the letter to the DITO Manager. The DITO Manager shall discuss with the University employee the process of licensing the University-owned IP, including the signing of a confidentiality agreement, and the terms of a draft licensing agreement.
- 9.1.2.3. Upon agreement, the University and the University employee or an authorized representative of the new venture, as the case may be, shall sign a licensing term sheet, which shall contain the key terms of the licensing agreement.
- 9.1.2.4. After the signing of the licensing term sheet, the University employee or the new venture shall submit the University IP Licensing Form (UIPLF) to the DITO Manager. The University employee or the new venture must enclose a Business Plan for the proposed new venture with the UIPLF. In addition to the Business Plan, other documents that can support the request may be included with the UIPLF. Non-limiting examples of these additional documents are:
 - a. Financial documents
 - b. Financial projections
 - c. Documents to support legal, social, environmental, or other impacts of the proposed transaction
 - d. Background documents of the University employee
 - e. Documents relating to regulatory requirements or exemptions
- 9.1.2.5. Upon the complete submission of the requested documents, the DITO Manager shall endorse the request to the KTTC. The University employee or the new venture shall be required to make an oral presentation of their request to the KTTC unless waived by the DITO Manager or the KTTC.
- 9.1.2.6. The KTTC shall evaluate the application based on the criteria provided in Chapter 9.1.5 of this Knowledge and Technology Transfer Policy and shall submit to the University Chancellor a recommendation on the IP licensing request.
- 9.1.2.7. Prior to the issuance of a recommendation to the University Chancellor, the KTTC may recommend to the University Chancellor the grant of a provisional license, the validity of which shall not exceed six (6) months.

- 9.1.2.8. On a case-by-case basis and whenever allowed by law or institutional policy, the University may negotiate for an equity share in return for licensing University-owned IP or may retain an option to acquire an equity holding in a new venture. Moreover, the University, at its discretion, may request from the new venture appointment as a board observer or director (in the case of equity holding by the University).
 - 9.1.2.9. The University and the new venture shall sign the licensing agreement after the new venture has registered with the appropriate government agency in accordance with the Policies on Signatory Authority of the University.
 - 9.1.2.10. The DITO shall monitor the progress of the new venture in delivering its contractual obligations under the licensing agreement and shall inform the VCRI of such progress accordingly.
 - 9.1.2.11. The OVCRI, with assistance from the DITO, shall be responsible for distributing royalty payments from IP licensing agreements based on the IRR of the University Intellectual Property policies, and policies of the University Accounting Office. In case there is a separate agreement between the University and the creator of the Intellectual Property on the distribution of royalty payments, the agreement shall prevail.
 - 9.1.2.12. In the event of a breach of contractual obligations under the licensing agreement, the DITO shall refer the matter to the KTTC. The KTTC shall then recommend to the University Chancellor the appropriate action to take as a result of the breach. The University Chancellor shall have the final decision on whether or not to terminate the licensing agreement with any licensee of University-owned IP.
- 9.1.3. **Special provisions for new ventures covered by the definition of a spinoff under R.A. 10055**

This chapter applies when a University employee, who is the creator of University-owned IP generated using funds from the Philippine government, intends to establish or participate in a new venture undertaking commercialization of said University-owned IP.

- 9.1.3.1. The DITO and the new venture shall work together in the making of a request for a Fairness Opinion Report pursuant to R.A. 10055 and its IRR. Costs for securing the Fairness Opinion Report shall be settled in accordance with Rule 11, Section 5(g) of the IRR of R.A. 10055.
- 9.1.3.2. In exceptional cases, the DITO and the University employee may agree on a proposed royalty sharing scheme different from that

stated in the IRR of the University Intellectual Property Policies for consideration by the KTTC.

9.1.3.3. The KTTC may recommend whether the condition of taking a leave of absence as stipulated in Article VI, Section 12 of R.A. 10055 is applicable for the concerned university employee.

9.1.3.4. The new venture may be required to engage the services of a business incubator for business incubation if such a requirement is stipulated in an agreement with a funding agency or is part of the licensing agreement. The DITO may refer business incubators (such as the Animo Labs Business Incubator) to a new venture when deemed necessary by the DITO to help improve the chances of success of the new venture.

9.1.4. **Relationship between a University employee, who intends to establish or participate in a Company undertaking commercialization of University-owned IP, and the University; Relationship between the University and the Company; and Relationship between the University employee and the Company**

9.1.4.1. The relationship between a University employee and the University is an employer-employee relationship. As part of the University, the University employee is responsible for complying with the applicable University employment manuals and contracts, University Intellectual Property Policies and its IRR, University Knowledge and Technology Transfer Policy, and other relevant policies.

9.1.4.2. The University and the Company are independent contractors and will represent themselves as such in all transactions. Neither party is the agent of the other, and neither may make commitments on the other's behalf. Neither party is given the power to direct and control the day-to-day activities of the other. Neither party is allowed to create or assume any obligation on behalf of the other for any purpose whatsoever.

9.1.4.3. The University employee who is also a part of the Company has a legal fiduciary duty to the Company, distinct from his/her duty to the University. Hence, he/she should seek independent advice on his/her legal responsibilities to the Company.

9.1.5. **Criteria in licensing and disposition of University-owned IP**

In preparing its recommendation to the University Chancellor on the request for licensing or disposition of University-owned IP, the KTTC shall remain consistent with the mission-vision of the University and use the following non-limiting criteria in no particular order of preference in assessing the request. Substantial compliance with the following criteria may facilitate a favorable recommendation.

- 9.1.5.1. Market relevance of the product and/or service
- 9.1.5.2. Commercial viability and business model
- 9.1.5.3. Benefits of venture formation to the University and the new venture company
- 9.1.5.4. Business plan feasibility
- 9.1.5.5. Competitive advantage
- 9.1.5.6. Proposed management of the new venture company
- 9.1.5.7. How Conflict of interest and Conflict of commitment will be managed
- 9.1.5.8. Capitalization, or financial arrangements
- 9.1.5.9. Current status, accomplishments to date, timeline, and use of funds
- 9.1.5.10. Future company plans
- 9.1.5.11. Compliance with other University policies and procedures

9.2. Sale, Assignment, and Donation of University Intellectual Property

The University President shall have the sole authority to sell, assign or donate University Intellectual Property. No disposition of University Intellectual Property shall be valid unless it is in a written document and has undergone review pursuant to the University Policy on the Legal Review of Contracts.

9.3. Revenue Distribution

- 9.3.1. The OVCRI, with assistance from the DITO, shall distribute revenue from licensing or other disposition of the University Intellectual Property, according to the allocation as stated in the DLSU IP Policies and its IRR, unless there is a separate agreement, such as an agreement according to Chapter 9.1.2.11 of this Knowledge and Technology Transfer Policy.
- 9.3.2. The OVCRI shall provide an accounting of the revenue distribution on an annual basis.
- 9.3.3. Unless otherwise provided by law or by agreement, where a third party has a share in the revenue derived from the University-owned intellectual property, the distribution of revenue shall be made first to the third party, and then to the creator(s) and the University.

9.4. **Other Modes of University Knowledge and Technology Transfer**

The University recognizes that University Knowledge and Technology Transfer includes activities other than licensing, sale, assignment, and donation of University Intellectual Property. Other modes of University Knowledge and Technology Transfer include, but are not limited to, faculty advising, consulting for third parties, access to University equipment and facilities, provision of continuous professional development courses, and collaborative research with industry. The details for managing some of these other modes of University Knowledge and Technology Transfer shall be provided in separate policy documents.

10. **Conflicts of Interest and Conflicts of Commitment**

10.1. University employees are expected to allocate most of their time and intellectual effort to education, research, and other programs supporting the mission and vision of the University. Students exercising administrative functions in the University are also expected to allocate a reasonable amount of their time and effort in the exercise of such administrative functions. In the course of University Knowledge and Technology Transfer, there may arise conflicts of commitment and conflicts of interest that interfere with the University employee's or the student's performance of their duties to the University. For this reason, Chapter 10 of this Policy provides guidelines to consider to avoid these conflicts in situations involving University Knowledge and Technology Transfer.

10.2. A conflict of commitment arises when a University employee or a student (exercising administrative functions in the University) engages in an outside activity (e.g. consulting, government service, public service, or pro bono work) that may adversely affect their commitment to the University. Conflict of commitment in this policy is limited in scope to knowledge and technology transfer activities.

10.3. A conflict of interest is a situation in which financial, professional, or other personal considerations of a University employee or a student (exercising administrative functions in the University) may affect his/her professional judgment in exercising any duty or obligation to the University. Conflict of interest in this policy is limited in scope to knowledge and technology transfer activities. Non-limiting examples of University knowledge and technology transfer activities that potentially introduce a conflict of interest include:

10.3.1. Accepting gifts or special favors from entities doing business with the University⁸

10.3.2. Accepting a paid consultancy with a company having an interest in one's research

10.3.3. Holding equity interests, including stock options, in an entity that supports one's research at the University

⁸ Please see DLSU policy on accepting gifts.

- 10.3.4. Imposing restrictions on the actions of students or trainees, including disclosure of research findings, at the request of a sponsor or a financially interested company
 - 10.3.5. Using one's students or subordinates to perform services for a company in which the University employee has a financial interest
 - 10.3.6. Providing privileged access to information developed with University sponsorship to another entity in which the University employee has a financial interest
 - 10.3.7. Entering into transactions on behalf of the University for the purchase of goods and services from a company in which the University employee has a financial interest
 - 10.3.8. Directly influencing the negotiation of licensing contracts between the University and a company in which the University employee has a financial interest
 - 10.3.9. DIPO and DITO staff personally investing in non-public companies that are licensees of University intellectual property
 - 10.3.10. Any other situation analogous to the foregoing.
- 10.4. University employees or students (exercising administrative functions in the University) are expected to promptly identify and report, in writing, to their immediate superiors any potential, perceived, or actual conflict between their interests and their duties and responsibilities to the University. They are also expected to actively participate in dealing with the identified conflict as deemed appropriate by the University administration.
 - 10.5. Strategies to manage, mitigate or eliminate a conflict of interest or conflict of commitment depend on the significance of the conflict and can include:
 - 10.5.1. Declaring the perceived, potential, or actual conflict
 - 10.5.2. Removal from situation or conflict
 - 10.5.3. Restricting involvement in the situation or conflict
 - 10.5.4. Appointing an independent third party for oversight
 - 10.5.5. Divesting the personal interest which creates the conflict
 - 10.5.6. Resigning from the role in the University
 - 10.6. A University employee involved with a company that commercializes his/her research outputs must fully disclose his/her activities and ownership to any trainees, fellows, or students working on his/her research. Trainees, fellows, and students should not be assigned to research projects that will lead to a direct financial benefit for the University employee unless there is prior approval from the University.

11. Disposition and Use of Tangible Property Purchased Using Government Funds

- 11.1. At the end of a government-funded project, the University, through the proponent of the government-funded project, may request the donation of tangible property purchased using government funds in the course of the project, subject to rules of the Commission on Audit, provisions in the Research Funding Agreement, and guidelines of the Government Funding Agency on the disposition and use of tangible property purchased using government funds. Any use and/or disposition of such tangible property shall be with the approval of the University.
- 11.2. Unless otherwise provided in the licensing agreement, the University, at its discretion, may provide access to the new venture tangible project property that is essential for the new venture to commercialize licensed technology and that was donated to the University by the Government Funding Agency.

12. Settlement of Disputes

- 12.1. The University and the third party shall exert earnest efforts to settle any dispute amicably before resorting to any legal action. The parties agree to submit any dispute to the alternative modes of dispute resolution in accordance with the Philippine Dispute Resolution Center, Inc. (PDRCI) Arbitration Rules.
- 12.2. Disputes between a University employee and the University shall be governed by the applicable employment manual of the University.
- 12.3. Disputes between a student and the University shall be governed by the applicable Student Handbook or Manual.

13. Amendment or Revision

Any member of the DLSU academic community may propose changes to this Knowledge and Technology Transfer Policy by writing a letter addressed to the OVCRl specifying the proposed changes and the reasons for the proposed changes. The KTTC shall review this policy annually in one of its meetings.

14. Penalties

Any violation of this policy shall be considered a major offense and shall be dealt with and penalized in accordance with the applicable employee or student manual or policy of the University.

15. Waiver of Policy

The University President shall have the sole discretion to waive or vary any or all of the provisions of this policy on a case-by-case basis if a strict application of this policy shall not result in fairness and equity in a particular case. A waiver or variance of the Knowledge

and Technology Transfer Policy made in one case shall not serve as a precedent to any future or subsequent case.

16. Preservation of Existing Rights

Nothing herein shall adversely affect the rights acquired in good faith prior to the effective date of this Knowledge and Technology Transfer Policy.

17. Repealing Clause

All University policies, rules and guidelines inconsistent with this Knowledge and Technology Transfer Policy are repealed.

18. Separability Clause

If any provision of this policy or the application of such is held invalid, the remainder of this policy shall remain valid and effective.

19. Effectivity

This policy shall take effect on **7 May 2021** and shall be applied prospectively after the effectivity of this policy.