

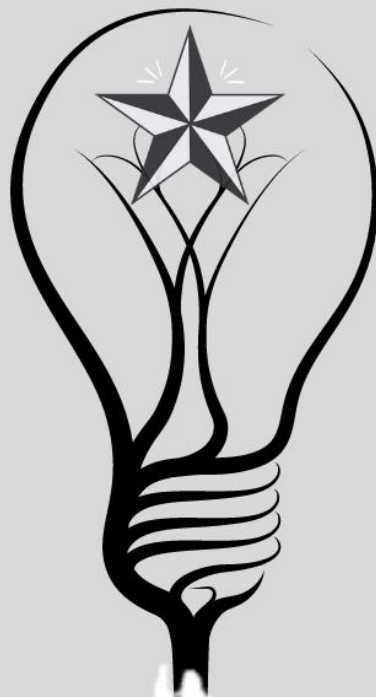


# THE DE LA SALLE UNIVERSITY POLICIES ON INTELLECTUAL PROPERTY





# **THE DE LA SALLE UNIVERSITY POLICIES ON INTELLECTUAL PROPERTY**





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Contributors: DLSU Intellectual Property Office (DIPO)  
DLSU Innovation and Technology Office (DITO)

For permission requests, contact:

**DLSU Intellectual Property Office**

Office of the Vice President for Research and Innovation  
3F Henry Sy, Sr. Hall, De La Salle University  
0922 Taft Ave., Manila 1004, Metro Manila, Philippines  
[dipo@dlsu.edu.ph](mailto:dipo@dlsu.edu.ph)

Please note that this document may be subject to updates and revisions over time. For the latest version of the DLSU Policies on Intellectual Property, please contact the DIPO.

The DLSU IP Office is responsible for overseeing the university's intellectual property matters and enforcing the policies outlined in this document. The DLSU Innovation and Technology Office plays a vital role in implementing these policies and fostering an environment of innovation and creativity within the university community.

The contributions of all parties involved in the creation and implementation of these policies are duly acknowledged and appreciated.

Please consult the DLSU Office of the Legal Counsel (OULC) for any further inquiries or concerns related to the copyright and use of this policy.

**De La Salle University**  
**POLICIES ON INTELLECTUAL PROPERTY**

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**De La Salle University**  
**POLICIES ON INTELLECTUAL PROPERTY**

**1. Introduction**

As an institution of higher learning, De La Salle University (DLSU) is committed to providing an environment that supports the scholarly and creative works of its faculty, students, and staff.

The University envisions to foster and nurture the creative and bright minds of the academic community by promoting awareness and respect for Intellectual Property (IP) Rights and by providing mechanisms for assisting them in the protection of their Intellectual Property.

The University acknowledges the necessity to provide policies that serve as the basic framework for the treatment of IP Rights. The University plays a vital role in promoting and encouraging the utilization of Intellectual Property, knowledge transfer, and commercialization that will pave the way for national development and social impact. It understands that a well-designed scheme in protecting IP rights and managing IP is an invaluable tool in introducing new products, processes, and services into society that will stimulate transformation.

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 IP Office (DIPO) was established. 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.

These policies should then be taken and interpreted hand in hand with the Knowledge and Technology Transfer Policy. These policies are stated in broad terms in order for the details of the policies to evolve from their interpretation and application in individual cases. The policies are not meant to be mechanically applied but should be interpreted in terms of two major concerns of the University. First, the University, as a resource of Church and State, is committed to the use of innovations and intellectual creations for the common good. Second, the University is committed to scholarship and individual academic freedom of its faculty, students, and staff.

**2. Definition of Terms**

Unless otherwise specified, the following terms shall have the meaning provided in these policies:

- 2.1.** *"Business Incubation"* is 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.

- 2.2.** *“Business Incubator”* refers to 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.
- 2.3.** *“Commercialization”* is the process of generating revenue.
- 2.4.** *“Commissioned Work”* or *“Work for Hire”* means a work where the University specifically commissions or hires a University employee or any third person to create a work for a fee and where the University on the one hand and the inventor, creator, or third on the other expressly agree in a written contract or agreement that it be considered as such. Commissioned work may include software development, and prototyping, literary and artistic works. The University shall own the intellectual property of the commissioned work unless otherwise provided in the contract.
- 2.5.** *“Confidential Information”* is any information not publicly available that has socio-economic value or which the creator has taken reasonable efforts to keep confidential.<sup>1</sup>
- 2.6.** *“Conflict of Commitment”* refers to 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.
- 2.7.** *“Conflict of Interest”* refers to 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.
- 2.8.** *“Copyright”* or *“Copyrightable Work”* means legal protection given to the owner of the rights in any literary or artistic work, whether original or derivative, which has been expressed or done in some tangible form as enumerated under Sections 172 and 173 of the Intellectual Property Code of the Philippines (RA 8293), including amendments thereto.
- 2.9.** *“Creator”* means any person who creates, conceives, reduces to practice, authors, or otherwise makes a significant/substantive intellectual contribution to the creation of Intellectual Property, as judged by the international norms of a given discipline.<sup>2,3</sup>

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<sup>1</sup> Adapted from the World Intellectual Property Organization’s (WIPO) Intellectual Policy Template for Universities and Research Institutions (2019)

<sup>2</sup> Adapted from the World Intellectual Property Organization’s (WIPO) Intellectual Policy Template for Universities and Research Institutions (2019)

<sup>3</sup> Adapted from the De La Salle University’s Authorship Guidelines for Scientific Publications

- 2.10.** *"Dispute"* refers to 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.
- 2.11.** *"Fairness Opinion Report"* is 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.
- 2.12.** *"IP Policies"* means the Policies on Intellectual Property of De La Salle University approved on **May 07, 2021**, and its amendments.
- 2.13.** *"Intellectual Property"* refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, and images used in commerce.<sup>4</sup>
- 2.14.** *"Intellectual Property Management"* is the identification, protection, maintenance, and disposition of University-owned IP.
- 2.15.** *"Intellectual Property Rights"* means ownership and associated rights relating to Intellectual Property. This includes rights to patents, copyrights, and trademarks.
- 2.16.** *"Licensing"* is 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).
- 2.17.** *"Negotiation"* is the act of settling or arranging the terms and conditions of the licensor or any agreement involving intellectual property rights.
- 2.18.** *"New Venture"* means a legal entity established for the purpose of commercializing University-owned IP. Entities may include sole proprietorships, partnerships, and corporations.
- 2.19.** *"Regularly assigned duties"* means the work, duty, or responsibility of the University employee as enumerated in the job description or employee/faculty manual, or the regular duties assigned by a superior as part of the employee's regular workload. Works submitted to the University as a requirement for continued employment or promotion shall be considered as work done according to the regularly assigned duties of the University employee.
- 2.20.** *"Revenue"* refers to all monetary benefits derived as a result of the development, production, transfer, use, and/or commercialization of IP rights, including income from assignments and royalties from licensees.<sup>5</sup>
- 2.21.** *"Spinoff"* is 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.

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<sup>4</sup> Taken from WIPO Publication No. 450(E), "What is an Intellectual Property?"

<sup>5</sup> As defined in the Republic Act No. 10055 of the Philippine Technology Transfer Act of 2009

- 2.22.** *“Startup”* refers to any person or registered entity in the Philippines which aims to develop an innovative product, process, or business model.
- 2.23.** *“Students”* shall have the same meaning as defined in the DLSU Student’s Handbook (All Levels) including Exchange and Joint Program students.
- 2.24.** *“Substantial use of the facilities and/or resources of the University”* means either:
- a. University funds were used to specifically support the development of the Intellectual Property;
  - b. The work could not have been developed or created without using the facilities or resources of the University; or
  - c. There is the use of University resources that are not ordinarily available to most University employees and students such as, but not limited to laboratories, equipment, and technical computer software. However, the use of the University library, computer laboratories, and the occasional use of office equipment of the University shall not constitute substantial use of University facilities and resources.
- 2.25.** *“Trademark”* or *“Mark”* means a distinctive word, device, design, symbol, logo, or any combination of word and design that identifies and distinguishes the goods or services of one from that of another.
- 2.26.** *“University”* refers to De La Salle University.
- 2.27.** *“University employee”* refers to teaching and/or research faculty, academic service faculty, academic service personnel, and co-academic personnel whether part-time or full-time and contractual or casual employees, including project staff of 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.
- 2.28.** *“University-owned IP”* refers to IP that is owned or has been assigned to the University pursuant to the University's IP policies. Such University-owned IP include but are not limited to patents, utility models, software, copyrighted materials, and trademarks.
- 2.29.** *“University Knowledge and Technology Transfer”* refers to the 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.



**2.30.** *“Utilization”* is the use of IP to create value, whether for commercial or non-commercial use.

**2.31.** *“Work/s”* shall mean any kind of Intellectual Property.

### **3. Coverage of these Policies**

These policies shall apply to University employees, students, and other persons who participate in research and other projects at the University. The policies cover all kinds of intellectual property under Republic Act 8293 (Intellectual Property Code of the Philippines), its amendments, and other related laws and policies.

### **4. Prior Disclosure Requirement**

All persons subject to these policies are required to promptly disclose all inventions and other scholarly works in which the University has or may have an ownership interest or rights under Sections 5.2 and 6.2 of these policies, or for which disclosure is required by contract or law.

### **5. Ownership of Patents Rights<sup>6</sup>**

#### **5.1. Owned by Creator**

**5.1.1.** Patent rights shall belong to the creator except in the instances stated in Section 5.2 of these policies.

**5.1.2.** In the case of works created by multiple creators and not covered by Section 5.2 of these policies, ownership shall be determined by agreement of the parties. In case of dispute, the matter may be referred to the DLSU Intellectual Property Office (DIPO) for advice.

**5.1.3.** Notwithstanding ownership of the creator/s’ works, the University or any member of the DLSU academic community is allowed, without infringing any IP Rights of the creator, royalty-free access to their works and to use their works to pursue or develop them for academic purposes and non-commercial purposes, subject to Section 8 of these policies unless the creator reserves the right to the IP.

#### **5.2. Owned by the University**

Patents rights shall belong to the University in any one of the following instances:

- a) The work was developed as part of the regularly assigned duties of the University employee, as defined in Section 2.19;

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<sup>6</sup> Applies to all industrial properties.

- b) The work was developed using funds provided or administered by, or through the University<sup>7</sup>;
- c) The work was developed making substantial use of the facilities and/or resources of the University, as defined in Section 2.24.;
- d) Commissioned work by the University or “Work for Hire”
- e) The patent rights were assigned by the creator to the University;
- f) In the case of students, the work, that was submitted to the University as an academic requirement and that involves patentable subject matter, was developed when the student received financial support from the university in the form of tuition waiver, scholarship, stipend, allowance, salary, or any similar benefit regardless of the amount; and
- g) Works whose creators cannot be determined.

### **5.3. Externally Funded, Sponsored Projects, and Collaborative Research Projects**

In the case of externally funded, sponsored projects or collaborative research projects entered into by the University as well as independent contractors contracted by the University, the terms of the agreement will prevail over these policies, subject to applicable law.<sup>8</sup> Where the work was developed through an agreement between the University and a third party, the ownership of the IP Rights shall be subject to the stipulations of the contract. Any agreement entered into by the University shall be treated on a case-by-case basis.

### **5.4. Outside Consultants and Independent Contractors**

The University shall own the patent rights of any work arising from a contract with non-university employees who are contracted and hired to perform certain work/s for the University as consultants, specialists, advisers, experts, or independent contractors unless specified otherwise in a written agreement between the parties.

### **5.5. Student Works**

**5.5.1.** The University may claim ownership rights over inventive contributions that were made by University employees in the course of their mentoring as part of their regularly assigned duties in accordance with Section 5.2(a). The faculty member/s and the student/s concerned shall enter into an agreement prior to the mentoring engagement specifying, among others, the ownership rights over the work and the sharing of revenues. In the

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<sup>7</sup> These may include but are not limited to works arising from government and University funded projects.

<sup>8</sup> e.g. Republic Act No. 10055 or the Philippine Technology Transfer Act of 2009, Republic Act No. 8293 or the Intellectual Property Code of the Philippines, etc.

absence of an agreement, the ownership rights over the work shall be discussed with the Department Chair.<sup>9</sup>

**5.5.2.** In cases falling outside the scope of Section 5.2(a), the faculty member/s and the student/s concerned are encouraged to enter into an agreement specifying, among others, the ownership rights over the work and the sharing of revenues.

**5.5.3.** Notwithstanding ownership by students of their works, the University or any member of the DLSU academic community is allowed, without infringing any IP right, royalty-free access to the student work and to use the works to pursue or develop them for academic and non-commercial purposes, subject to Section 8 of these policies unless the creator reserves the right to the work.

## **5.6. Reversion of Ownership**

In the event that the University decides not to file a patent application or claim ownership of the patent under Section 5.2 except (d), within one hundred (100) days from receipt of the Invention Disclosure Form for the work, the creator/s may file a written request to the DIPO for a reversion of ownership of the work. Any action on the request shall be subject to applicable law.<sup>10</sup> In cases under Section 5.2(d), the stipulations of the contract shall govern.

## **5.7. Revenue Sharing**

In cases where the patent rights which belong to the University under Section 5.2 except (d) are commercialized, the University shall distribute revenue according to the Implementing Rules and Regulations (IRR) of these Intellectual Property policies and applicable law<sup>11</sup>, unless there is an agreement to the contrary. In cases under Section 5.2(d), the stipulations of the contract shall govern.

## **5.8. Assignment of Patent**

**5.8.1.** In cases covered by Section 5.2, the creator shall execute a Record of Invention and Assignment of Intellectual Property Form required under Section 4 of these policies in favor of the University. The creator shall also execute a Deed of Assignment of Intellectual Property Rights upon request by the University.

**5.8.2.** In cases where the creator assigns the patent rights to the University, the University shall be responsible for preparing and filing the application and payment of the required fees with the Intellectual Property Office of the

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<sup>9</sup> Students may assign ownership rights to DLSU to give the University the authority to further develop the work

<sup>10</sup> e.g. Republic Act No. 10055 or the Philippine Technology Transfer Act of 2009, Republic Act No. 8293 or the Intellectual Property Code of the Philippines, etc.

<sup>11</sup> Republic Act No. 10055 or the Philippine Technology Transfer Act of 2009, Republic Act No. 8293 or the Intellectual Property Code of the Philippines, Republic Act 8439 or Magna Carta for Scientist, Engineers, Researchers, and other Science and Technology Personnel in the Government, etc.

Philippines (IPOPHL). Foreign applications shall be managed on a case-by-case basis.

- 5.8.3.** The University reserves the right to abandon a patent right for patents owned thereby.

## **5.9. Utilization and Commercialization of University-Owned Patents**

- 5.9.1.** Request for utilization of University-owned patents, without any intention to commercialize, shall be expressed in writing to the DIPO.
- 5.9.2.** Commercialization on the other hand shall proceed according to the Knowledge and Technology Transfer Policy of the University.

## **6. Ownership of Copyright**

### **6.1. Owned by Creator**

- 6.1.1.** Rights to copyright shall belong to the creator, subject to exceptions stated in Section 6.2 of these policies.
- 6.1.2.** In the case of works created by multiple creators and not covered by Section 6.2 of these policies, ownership shall be determined by agreement of the parties. In case of dispute, the matter may be referred to the DIPO for advice.
- 6.1.3.** Notwithstanding ownership of the creator/s' works, the University or any member of the DLSU academic community is allowed, without infringing any IP Rights of the creator, royalty-free access to their works and to use their works to pursue or develop them for academic and non-commercial purposes, subject to Section 8 of these policies unless the creator reserves the right to the Intellectual Property.

### **6.2. Owned by the University**

Ownership of Copyright shall belong to the University if any one of the following circumstances exists:

- a) The work was developed as part of the regularly assigned duties of the University employee, as defined in Section 2.19; The work was developed using funds provided or administered by, or through the University<sup>12</sup>;
- b) The work was developed making substantial use of the facilities and/or resources of the University, as defined in Section 2.24.;
- c) Commissioned work by the University or "Work for Hire";

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<sup>12</sup> These may include but are not limited to government and University funded projects.

- d) The copyright was assigned by the creator to the University;
- e) In the case of students, the work, that was submitted to the University as an academic requirement, was developed when the student received financial support from the University in the form of tuition waiver, scholarship, stipend, allowance, salary, or any similar benefit regardless of the amount; and
- f) Works whose authorship cannot be determined.

### **6.3. Externally Funded, Sponsored Work, and Collaborative Research Projects**

In the case of externally funded, sponsored projects, or collaborative research projects entered into by the University as well as independent contractors contracted by the University, the terms of the agreement will prevail over these policies, subject to applicable law.<sup>13</sup> Where the work was developed through an agreement between the University and a third party, the ownership of the IP rights shall be subject to the stipulations of the contract. Any agreement entered into by the University shall be treated on a case-by-case basis.

### **6.4. Outside Consultants and Independent Contractors**

The University shall own the copyright of any work arising from a contract with non-university employees who are contracted and hired to perform certain work/s for the University as consultants, specialists, advisers, experts, or independent contractors unless specified otherwise in a written agreement between the parties.

### **6.5. Student Works**

**6.5.1.** The University may claim ownership rights over creative contributions that were made by University employees in the course of their mentoring as part of their regularly assigned duties in accordance with Section 6.2(a). The faculty member/s and the student/s concerned shall enter into an agreement prior to the mentoring engagement specifying, among others, the ownership rights over the work and the sharing of revenues. In the absence of an agreement, the ownership rights over the work shall be discussed with the Department Chair.<sup>14</sup>

**6.5.2.** In cases falling outside the scope of Section 6.2(a), the faculty member/s and the student/s concerned are encouraged to enter into an agreement specifying, among others, the ownership rights over the work and the sharing of revenues.

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<sup>13</sup> e.g. Republic Act No. 10055 or the Philippine Technology Transfer Act of 2009, Republic Act No. 8293 or the Intellectual Property Code of the Philippines, etc.

<sup>14</sup> Students may assign ownership rights to DLSU to give the University the authority to further develop the work.

**6.5.3.** Notwithstanding ownership by students of their works, the University or any member of the DLSU academic community is allowed, without infringing any IP right, royalty-free access to the student works and to use the works to pursue or develop them for academic and non-commercial purposes, subject to Section 8 of these policies unless the creator reserves the right to the work.

## **6.6. Reversion of Ownership**

In the event that the University decides not to claim copyright ownership over the work/s under Section 6.2. except (d) within one hundred (100) days from receipt of the Copyright Disclosure Form, for the work, the creator/s may file a written request to the DIPO for reversion of copyright ownership to the DIPO. Any action on the request shall be subject to applicable law.<sup>15</sup> In cases under Section 6.2(d), the stipulations of the contract shall govern.

## **6.7. Revenue Sharing**

In cases where the copyrights which belong to the University under Section 6.2 except (d) are commercialized, the University shall distribute revenue according to the IRR of these Intellectual Property policies and applicable law<sup>16</sup>, unless there is an agreement to the contrary. In cases under Section 6.2(d), the stipulations of the contract shall govern.

## **6.8. Assignment of Copyright**

**6.8.1.** In cases covered by Section 6.2, the creator shall execute a Copyright Disclosure Form required under Section 4 of these policies in favor of the University. The creator shall also execute a Deed of Assignment of Intellectual Property Rights upon request by the University.

**6.8.2.** The University, at its discretion, may submit copies of the work to the National Library, Supreme Court Library, or to other appropriate government agencies.

## **6.9. Special Provision on Audiovisual Materials and Software**

The provisions stipulated in Sections 6.1 to 6.8 shall apply. Intellectual Property concerns on these copyrightable works will be tackled in greater detail in their specific guidelines.

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<sup>15</sup> e.g. Republic Act No. 10055 or the Philippine Technology Transfer Act of 2009, Republic Act No. 8293 or the Intellectual Property Code of the Philippines, etc.

<sup>16</sup> e.g. Republic Act No. 10055 or the Philippine Technology Transfer Act of 2009, Republic Act No. 8293 or the Intellectual Property Code of the Philippines, Republic Act 8439 or Magna Carta for Scientist, Engineers, Researchers, and other Science and Technology Personnel in the Government, etc.

## **6.10. Utilization and Commercialization of University-Owned Copyrights**

**6.10.1.** Request for utilization of University-owned copyrights, without any intention to commercialize, shall be expressed in writing to the DIPO.

**6.10.2.** Commercialization on the other hand shall proceed according to the Knowledge and Technology Transfer Policy of the University.

## **7. Ownership of Trademark**

**7.1.** The University exclusively owns the trademarks that it uses and distributes in relation to its goods or services. University-owned trademarks include, among others, marks of University offices and units, student organizations, and names and logos of research projects. The rules on the use and licensing of these trademarks are contained in the IRR of these policies. The DIPO shall be responsible for the registration and management of all marks/logos of the University, the details of which are also contained in the IRR of these policies. The DLSU Office for Strategic Communications (STRATCOM) has the sole authority to engage in or approve the development, design, marketing, or sale of merchandise/product with registered marks/logos of the University.

**7.2.** The process on how to request for the use of University-owned trademarks shall be detailed in the IRR of these policies.

## **8. Confidential Information**

All University employees and students are not allowed to disclose any information arising from research and other related activities (technologies, inventions, and trade secrets) which are necessary for the protection of the IP rights of the University or which are subject to a Confidential Disclosure Agreement between the University and any third party. Confidential information of the University shall be identified and marked accordingly.

## **9. Other Classifications of Intellectual Property**

All other kinds of University-owned intellectual property such as Utility Models, Industrial Designs, Layout Designs of Integrated Circuits, Geographical Indication, and Plant Varieties, shall be managed through the DIPO.

## **10. Material / Data Transfer**

**10.1.** The University recognizes that for some engagements, the transfer of data and tangible research materials between DLSU and an external party is necessary.

**10.2.** When the University or a University employee at DLSU wishes to receive or transfer material or data from/to an external party, the parties must execute a material/data transfer agreement (M/DTA) to ensure that the interests of the University and its University employees are protected, unless M/DTA provisions

are already present in an existing contract between the parties.

- 10.3.** All M/DTAs shall be subject to review according to the University's Policy on the Legal Review of Contracts.

## **11. Functions of the DLSU Intellectual Property Office (DIPO)**

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:

### **11.1. Protection and Management of Intellectual Property**

- 11.1.1.** 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 IPOPHL.
- 11.1.2.** When appropriate, procure services of Intellectual Property service providers for the protection of University-owned IP.
- 11.1.3.** Lead efforts in implementing the DLSU Intellectual Property policies and in drafting strategies, guidelines, and procedures concerning management of University-owned IP.
- 11.1.4.** 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.
- 11.1.5.** 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.
- 11.1.6.** Perform other functions analogous to the foregoing

### **11.2. Manage Knowledge and Technology Transfer Activities**

- 11.2.1.** 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.
- 11.2.2.** Manage the utilization and commercialization of University-owned IP
- 11.2.3.** Serve as a "gateway" for industry to connect with the University in matters relating to the utilization and commercialization of University-owned IP.



**11.2.4.** Recommend to the Chancellor the appropriate course(s) of action for the use of University-owned IP

**11.2.5.** Be responsible for the signing of licensing agreements for University-owned IP.

**11.3. Engagement with Internal and External Stakeholders**

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

**11.3.2.** Answers queries from faculty, students, and staff, on matters relating to Intellectual Property, and Knowledge and Technology Transfer.

**11.3.3.** Organize awareness activities on Intellectual Property and Knowledge and Technology Transfer.

**11.3.4.** Supervise and manage the activities of the student organization for Intellectual Property (Intellectual Property Advocates).

**11.3.5.** Establish partnerships with industry and other external stakeholders to fulfill its mandate

**11.3.6.** Co-represent the University in events, organizations, and societies relating to Intellectual Property, and Knowledge and Technology Transfer.

**11.4. Management of Office Operations**

**11.4.1.** Prepare and execute its own document management system for recording its transactions.

**11.4.2.** Coordinate internally with other functional units in the University to achieve its objectives.

**11.4.3.** Communicate periodically the performance of the office to stakeholders.

**11.4.4.** Manage budget for activities related to its functions.

**12. Functions of the DLSU Innovation and Technology Office (DITO)**

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

**12.1.** Support for University Knowledge and Technology Transfer

- 12.1.1.** 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.
- 12.1.2.** Support the DIPO in managing the utilization and commercialization of University-owned Intellectual Property.
- 12.1.3.** Create and execute marketing strategies for University researchers and their innovations.
- 12.1.4.** Take the lead in the negotiation of licensing agreements and other licensing-related contracts, on behalf of the University.
- 12.1.5.** Monitor the progress of licensees and ensure that the Parties comply with their contractual obligations under a licensing agreement.
- 12.1.6.** 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.
- 12.1.7.** Perform other functions analogous to the foregoing
- 12.2.** Engagement with Internal and External Stakeholders
  - 12.2.1.** 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.
  - 12.2.2.** Refer New Ventures to a business incubator, such as but not limited to the DLSU Animo Labs Foundation, Inc.
  - 12.2.3.** Help capacitate internal and external stakeholders on matters relating to University Knowledge and Technology Transfer and the utilization and commercialization of IP.
  - 12.2.4.** Coordinate internally with other functional units to achieve its objectives.
  - 12.2.5.** Analyze and communicate the results of its activities and programs to relevant stakeholders.
  - 12.2.6.** Co-represent the University in events, organizations, and societies relating to Intellectual Property, and Knowledge and Technology Transfer.

**12.2.7.** Supervise and manage the activities of UNBOXD, a student start-up organization.

**12.2.8.** Provide patent services to the University and to third parties.<sup>17</sup>

**12.2.9.** 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.<sup>18</sup>

### **12.3. Management of Office Operations**

**12.3.1.** Manage budget and expenses for activities related to its functions.

**12.3.2.** Manage in-house Intellectual Property filing activities for cases referred to it.

**12.3.3.** Prepare and execute a document management system for recording its transactions.

## **13. Establishment of the University Committee on Intellectual Property (UCIP)**

### **13.1. Purpose of the UCIP**

The University Committee on Intellectual Property (UCIP) is hereby constituted for the following purposes:

- a) To serve as an advisory committee to the VCRI on all University-owned IP (e.g., patents, utility models, copyright, trademark, confidential information, etc.), especially with regard to University policies on these matters.
- b) To serve as an advisory committee for any case-to-case IP issue.
- c) To help resolve disputes concerning the implementation and interpretation of these IP policies, for resolution by the VCRI.
- d) To review and recommend changes to these IP policies or its Implementing Rules and Regulations, for approval by the University management.
- e) To discuss emerging issues affecting the IP rights of the University, University students, and employees
- f) To perform other functions analogous to the foregoing.

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<sup>17</sup> The DITO process for providing patent services to third parties shall be provided in a separate document.

<sup>18</sup> 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.

### **13.2. Composition of the UCIP**

**13.2.1.** The UCIP shall be composed of the following:

- a) VCRI as Chair
- b) DIPO Director as Secretary
- c) Vice President for Lasallian Mission or appointed representative
- d) Vice Chancellor for Academics or appointed representative
- e) Vice Chancellor for Administration or appointed representative
- f) DITO Manager
- g) A representative from the Association of Faculty and Educators of DLSU (AFED), Inc.
- h) A representative from the DLSU University Student Government (USG)
- i) One (1) retired University Fellow.

**13.2.2.** The UCIP may invite technical expert(s) as resource person(s).

### **14. Intellectual Property Offenses**

The University recognizes the exclusive rights of creators over their works. The following are the Intellectual Property offenses covered by these policies:

- 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) Violation of the confidentiality rule under Section 8 of these policies;
- c) Deliberate failure to comply with the prior disclosure requirement under Section 4 of these policies;
- d) Negotiating with a third-party regarding the exercise of ownership rights over University-owned IP without authority from the University; and
- e) All other acts analogous to the foregoing.

## **15. Penalties**

Any violation of these policies 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.

## **16. Final Provisions**

### **16.1. Amendment or Revision**

Any member of the DLSU academic community may propose changes to these Intellectual Property Policies by writing a letter addressed to the VCRI specifying the proposed changes and the reasons for the proposed changes. The UCIP shall review these Intellectual Property Policies annually in one of its meetings.

### **16.2. Waiver of IP Policies**

The University President shall have the sole discretion to waive or vary any or all of the provisions of these policies on a case-by-case basis if a strict application of these policies shall not result in fairness and equity in a particular case. A waiver or variance of the IP policies made in one case shall not serve as a precedent to any future or subsequent case.

### **16.3. Preservation of Existing Rights**

Nothing herein shall adversely affect the rights acquired in good faith prior to the effective date of these IP Policies.

### **16.4. Repealing Clause**

These Intellectual Property Policies supersede the previous IP Policies and its subsequent revisions dated June 25, 2008, February 11, 2009, and July 07, 2010 respectively. All other University Intellectual Property related policies, rules and guidelines inconsistent with these IP policies are repealed accordingly.

### **16.5. Separability Clause**

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

### **16.6. Effectivity Clause**

These revised DLSU Intellectual Property Policies shall take effect on **May 07, 2021** and shall be applied prospectively after the effectivity of these policies.

