



22 June 2022

IMPLEMENTATION ORDER
No. 24, Series of 2022

To : Vice-President for RDEP
Director, Production Services and
Head, Intellectual Property Office
Campus Directors

Subject: Approval of the Intellectual Property (IP) Policy

1. The URS Board of Regents approved the Intellectual Property (IP) Policy during its 74th (1st Quarter) Hybrid Regular Meeting held on 20 June 2022.
2. Attached herewith is a copy of the Intellectual Property (IP) Policy.
3. For information and proper guidance.

NANCY T. PASCUAL, Ed.D., RGC
President

Encl.: Intellectual Property (IP) Policy



INTELLECTUAL PROPERTY (IP) POLICY

Republic of the Philippines
University of Rizal System
Province of Rizal



Intellectual Property (IP) Policy

BOR Resolution No. 24, S. 2022

2022

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HISTORY OF THE UNIVERSITY OF RIZAL SYSTEM

The University of Rizal System is a merger of two (2) state colleges and a University extension campus – the Rizal Polytechnic College, Rizal State College, and the Rizal Technological University extension campus. The Republic Act 9157 lapsed into law on August 11, 2001, established a State university in the province of Rizal to be known as the University of Rizal System, by integrating the Rizal State College and its extension campuses in Angono, Binangonan, Pililla and Rodriguez, the Rizal Polytechnic College and its extension campus in Cainta and Rizal Technological University- Antipolo Annex, all in the Province of Rizal. On June 18, 2002, CHED Resolution No. 411-2002 was issued identifying Tanay Campus as the main campus of the University.

The Rizal National Agricultural School (RNAS) was established by Republic Act Number 1560 authored by Cong. Serafin Salvador, which was approved on June 16, 1956. RNAS was opened on May 27, 1959. It was chartered as a state college on June 24, 1983 by Batas Pambansa Bilang 622 authored by Assemblyman Frisco F. San Juan making it the first state college in the Province of Rizal known as Rizal College of Agriculture and Technology (RCAT). RCAT was later renamed Rizal State College (RSC) by virtue of Republic Act 7858 sponsored by Hon. Congressman Emigdio S. Tanjuatco, Jr. and approved by His Excellency Fidel V. Ramos on January 21, 1995.

The College is about 67 kilometers away from Metro Manila and accessible to all towns of Rizal through the Manila East Road or through Marikina-Infanta highway and is set atop an elevation of about 1,800 feet above sea level in the Sierra Madre Mountain range and is overlooking the scenic Laguna Lake and the surrounding lake towns.

Rizal Polytechnic College was first established as Morong High School on August 16, 1944. It was converted into Morong National High School on August 20, 1976 and to Morong National Comprehensive School on March 30, 1977. With the integration of Tomas Claudio Memorial Elementary School, it was converted into Morong National Comprehensive School, later renamed Rizal Technological and Polytechnic Institute on August 10, 1983 through Batas Pambansa Bilang 469. RTPI became a state college, the Rizal Polytechnic College on March 1, 1995 through Republic Act 7933. Through Board of Trustees' Resolution No.06-13-98 dated February 12, 1998, RPC Cardona Research Extension was established.

At present the University operates with 10 campuses in the Province of Rizal, namely: URS Angono, Antipolo, Binangonan, Cainta, Cardona, Morong, Pililla, Rodriguez, Tanay and Taytay. It offers complete education from Kindergarten to Graduate School. The University implements a number of academic programs in the doctorate, masters, baccalaureate, non-degree and short-term courses. It also provides research, extension and production services as well as establishment of centers. The existence of the University caters to the needs of the stakeholders within and nearby provinces.

**UNIVERSITY CHARTER
(Republic Act No. 9157)**

“An Act Establishing the University of Rizal System by Integrating the Existing State Colleges in the Province of Rizal and the Rizal Technological University- Antipolo Annex Appropriating Funds Therefore and For Other Purposes”¹

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

Section 1. There is hereby established a State university in the Province of Rizal to be known as the University of Rizal System hereinafter referred to as the University, by integrating the Rizal State College and its extension campuses in Angono, Binangonan, Pililla and Rodriguez, the Rizal Polytechnic College and its extension campus in Cainta and the Rizal Technological University – Antipolo Annex, all in the Province of Rizal. The main campus of the University shall be determined by the Commission on Higher Education.

Section 2. The University shall primarily offer higher professional and technical instructions and training in science and technology and promote research, extension, and production services, advanced studies and specialized training in all fields deemed relevant to the development goals of the Province of Rizal.

Section 3. A reasonably-sized laboratory school shall be allowed to remain and operate subject to the maintenance of a College of Education within the University. Likewise, the University may adopt public elementary and secondary schools in the Province of Rizal to serve as pilot centers for innovative teaching and learning strategies and approaches so operated and maintained under an appropriate memorandum of agreement between the University and the Department of Education, Culture and Sports (DECS).

Section 4. The University may open new branches/annexes in consortium with other academic institutions only within the Province of Rizal.

Section 5. The governing body of the University shall be the Board of Regents, hereinafter referred to as the Board, which shall be composed of the following:

- (a) The chairman of the Commission on Higher Education (CHED) chairman;
- (b) The president of the University, vice-chairman;
- (c) The chairman of the Committee on Education, Culture and Arts of the Senate or his/her representative, member;
- (d) The chairman of the Committee on Higher and Technical Education of the House of Representatives or his/her representative, member
- (e) The regional director of the National Economic and Development Authority (NEDA), member;
- (f) The regional director of the Department of Science and Technology, member;
- (g) The president of the federation of faculty associations of the University, member;
- (h) The president of the federation of student councils or the student representative elected by the federation of student councils of the University, member;

¹Republic Act No. 9157

- (i) The president of the federation alumni associations of the University, member, and;
- (j) Two (2) prominent citizens who have distinguished themselves in their professions or in their specializations, member;

The two (2) prominent citizens shall be chosen from among the list of at least five (5) qualified persons in the Province of Rizal, as recommended by a search committee constituted by the University president in consultation with the chairman of CHED based on normal standards and qualifications for the position.

The term of office of the representatives of the federations of faculty associations, student councils and alumni associations shall be coterminous with their respective term of office.

For the purpose of the provisions of this section, the associations of faculty, alumni, and student councils in each branch of the University shall organize themselves to form their respective federations, which in turn shall elect their federation officials; The two (2) prominent citizens shall serve for a term of two (2) years.

Section 6. The Board shall promulgate and implement policies in accordance with the declared policies on education and other pertinent provisions of the Philippine Constitution on education, science and technology, arts, culture and sports as well as the policies, standards and thrusts of the CHED under Republic Act No. 7722. ²

Section 7. The Board shall have the following specific powers and duties in addition to its general powers of administration and the exercise of all the powers granted to the Board of Directors of a corporation under existing laws.

- (a) To enact rules and regulations not contrary to law as may be necessary to carry out the purposes and functions of the State University;
- (b) To receive and appropriate all sums as may be provided, for the support of the University in the manner it may determine, in its discretion, to carry out the purposes and functions of the University;
- (c) To receive in trust legacies, gifts and donations of real and personal properties of all kinds and to administer and dispose the same when necessary for the benefit of the University and subject to the limitations, directions and instructions of the donors, if any. Such donations shall be exempt from the donor's tax and the same shall be considered as allowable deductions from the gross income of the donor, in accordance with the provisions of the National Internal Revenue Code, as amended;
- (d) To fix tuition fees and other necessary school fees and charges such as, but not limited to, matriculation fees, graduation fees, and laboratory fees, as the Board may deem proper to impose after due consultation with the involved sectors.

Such fees and charges, including government subsidies and other incomes generated by the University, shall constitute special trust funds and shall be deposited in any authorized government depository bank, and all interests that shall accrue there from shall form part of the same funds for the use of the University.

²Republic Act No. 7722.

Any provision of existing laws, rules and regulations to the contrary, notwithstanding, any income generated by the University from tuition fees and other charges, as well as from the operation of the auxiliary services and land grants, shall be retained by the University, and may be disbursed by the Board for instruction, research, extension, or other programs/projects of the University. Provided, that all fiduciary fees shall be disbursed for the specific purposes for which they are collected.

If for reasons beyond its control, the University shall not be able to pursue any project for which funds have been appropriated and allocated under its approved program of expenditures, the Board may authorize the use of said funds for any reasonable purpose which, in its discretion may be necessary and urgent for the attainment of the objectives and goals of the University.

- (e) To adopt and implement a socialized scheme of tuition and school fees for greater access to poor but deserving students;
- (f) To authorize the construction or repair of its buildings, machineries, equipment and other facilities, and the purchase and acquisition of real and personal properties, including necessary supplies, materials and equipment. Purchases and other transactions entered into by the University through the Board shall be exempt from all taxes and duties;
- (g) To appoint upon recommendation of the president of the University, vice presidents, deans, directors, heads of departments faculty members and other officials and employees;
- (h) To fix and adjust salaries of faculty members and administrative officials and employees subject to the provisions of the Revised Compensation and Position Classification System and other pertinent budget and compensation laws governing hours of service, and such other duties and conditions as it may deem proper, to grant them, at its discretion, leave of absence under such regulations as it may promulgate, any provisions of existing law to the contrary notwithstanding; and to remove them for cause in accordance with the requirements of due process of law;
- (i) To approve curricula, institutional programs and rules of discipline drawn by the administrative and academic councils as herein provided;
- (j) To set policies on admission and graduation of students;
- (k) To award honorary degrees upon persons in recognition of outstanding contributions in the fields of education, public service, arts, science and technology, or in any field of specialization within the academic competence of the University; and to authorize the awarding of certificates for completion of non-degree and non-traditional courses;
- (l) To absorb non-chartered tertiary institutions within the Province of Rizal in coordination with the CHED and in consultation with the Department of Budget and Management, and to offer therein needed programs or courses, to promote and carry out equal access to educational opportunities mandated by the Constitution;

- (m) To establish research and extension centers where such will promote the development of the University;
- (n) To delegate any of its powers and duties provided for hereinabove to the president and/or other officials of the University as it may deem appropriate so as to expedite the administration of the affairs of the University;
- (o) To authorize an external management audit of the institution, to be financed by the CHED and to institute reforms, including academic and structural changes, on the basis of the audit results and recommendations;
- (p) To collaborate with other governing boards of State colleges and universities within the province or region, under the supervision of the CHED in consultation with the Department of Budget and Management (DBM), the restructuring of the University to become more efficient, relevant, productive and competitive;
- (q) To enter into joint ventures with business and industry for the profitable development and management of the economic assets of the University, the proceeds of which will be used for the development and strengthening of the University;
- (r) To develop consortia and other forms of linkages with local government units, institutions and agencies, both public and private, local and foreign, in furtherance of the purposes and objectives of the University;
- (s) To develop academic requirements for institution capability building with appropriate institutions and agencies, public and private, local and foreign, and to appoint experts, specialists as consultants, or visiting or exchange professors, scholars, researchers, as the case may be;
- (t) To set up the adoption of modern and innovative modes of transmitting knowledge such as the use of information technology, the dual system, open learning, community laboratory, etc., for the promotion of greater access to higher education;
- (u) To establish policy guidelines and procedures for participative decision making and transparency within the University;
- (v) To privatize, where most advantageous to the institution, management and non-academic services such as health, food, building or grounds or property maintenance and similar such other activities; and
- (w) To extend the term of the president of the University beyond the age of retirement but not later than the age of seventy (70) whose performance has been unanimously rated as outstanding and upon unanimous recommendation by the search committee;

Section 8. The Board of Regents shall regularly convene at least once every quarter. The chairman of the Board of Regents may call a special meeting whenever necessary: Provided that members are notified in writing at least three (3) days prior to the said meeting.

A majority of all members holding office shall consist a quorum for board meetings: Provided, that the chairman of the Board, or the president of the University is among those present in the meeting.

In the absence of the chairman of the CHED, a commission of the CHED, duly designated by him, shall represent him in the meeting: Provided, however, that during this meeting, the president of the University as vice-chairman shall be the presiding officer: Provided, further, That this proviso notwithstanding, the chairman of the CHED is hereby authorized to designate a CHED commissioner as the regular chair of the Board of Trustees, in which case said CHED commissioner shall act as the presiding officer.

The members of the Board shall not receive compensation but shall be reimbursed for necessary expenses incurred in their attendance of meetings or in connection with their official business authorized by resolution of the Board, subject to pertinent existing laws and regulations.

Section 9. The administration of the University shall be vested in the president of the University who shall render full-time service. He shall be appointed by the Board upon recommendation of the Committee on Higher Education, in consultation with a duly constituted search committee. He shall have a term of four (4) years and shall be eligible for reappointment for another term: Provided, however, That, this proviso notwithstanding, in order to effect a smooth transition to a university, the chairman of the CHED shall appoint an officer-in-charge pending the appointment of the first University president.

In case of vacancy in the office of the president by reason of death, resignation, incapacity of the president to perform the functions of his office, the Board shall have authority to designate an officer-in-charge of the University pending the appointment of a new president.

Section 10. There shall be an administrative council consisting of the president of the University as chairman, the vice-president(s), deans, directors and other officials of equal rank as members whose duty is to review and recommend to the Board policies governing the administration, management and development planning of the University.

Section 11. There shall be an academic council consisting of the president of the University, as chairman, the vice-president(s) and all members of the instructional staff with the rank of not lower than assistant professor, as members.

The academic council shall have the power to prescribe curricular offerings subject to the approval of the Board. It shall fix the requirements for admission to the University, as well as for graduation and the conferring of degrees, subject to review and/or approval by the Board through the President of the University. It shall also have the disciplinary powers over the students through the president within the limits prescribed by the rules of discipline, as approved by the Board.

In case of vacancy in the office of the president as mentioned in the and/or approval by the Board through the President of the University. It shall also have the disciplinary powers over the students through the president within the limits prescribed by the rules of discipline, as approved by the Board.

Section 12. There shall be a secretary of the University who shall be appointed by the Board upon recommendation of the president of the University. He shall also be

the secretary of the Board and shall keep such records of the University as may be determined by the Board.

Section 13. The Treasurer of the Philippines shall be the ex officio Treasurer immediately preceding paragraph, his successor shall hold office for the unexpired term. If the successor shall serve for a period of more than two (2) years, then such shall be considered as one full term for the successor. The powers and duties of the president of the University, in addition to those specifically provided in this Act, shall be those usually pertaining to the office of the president of similar universities. The salary of the president of the University shall be in accordance with the Revised Compensation and Position Classification System and shall be comparable to that being received by similar educational institutions of like enrolment and standing.

Section 14. No student shall be denied admission to the University by reason of sex, nationality, religion or political affiliation. The University shall provide a scholarship program and other affirmative action programs to assist poor but deserving students to qualify for admission to the university.

Section 15. No religious opinion or affiliation shall be a matter of inquiry in the appointment of faculty members of the University. Provided, however, that no member of the faculty shall teach for or against any particular church or religious sect.

Section 16. On or before the fifteenth (15th) day of the second month after the opening of the regular classes each year, the Board shall file with the Office of the President of the Philippines, through the Chairperson of the CHED and to both Houses of Congress, a detailed report on the progress, conditions and needs of the University.

Section 17. All the assets, fixed and movable, personnel and records of the Rizal State College and its extension campuses in Angono, Binangonan, Pililla and Rodriguez, the Rizal Polytechnic College and its extension campus in Cainta and the Rizal Technological University, Antipolo Annex as well as liabilities or obligations are hereby transferred to the University of Rizal System: Provided, That the positions, rights and security of tenure of personnel therein employed under existing laws prior to absorption by the University are not impaired: Provided, further, That the incumbents of the positions

shall remain in the same status until otherwise provided by the Board. All parcels of land belonging to the government, occupied by the Rizal State College and its extension campuses in Angono, Binangonan, Pililla and Rodriguez, the Rizal Polytechnic College and its extension campus in Cainta and the Rizal Technological University – Antipolo Annex shall be declared the property of the University of Rizal System and shall be titled under that name: Provided, furthermore, that should the University cease to exist or be abolished or such parcels of land aforementioned be no longer needed by the University, the same shall be transferred to the Province of Rizal. However, the provincial government of Rizal can only utilize such land for its equivalent monetary values) for higher education purposes as mentioned in this Act.

Section 18. All accounts and expenses of the University shall be audited by the Commission on Audit or its duly authorized representative.

Section 19. The heads of bureaus and offices of the national government are hereby authorized to loan or transfer upon request of the president of the University,

such apparatus, equipment or supplies as may be needed by the University and to detail employees for duty therein when in the judgment of the bureau or office, such apparatus, equipment, supplies or services of such employees can be spared without serious detriment to the public service. Employees so detailed shall perform such duties as required of them by the president of the University, and the time so employed shall be counted as part of their regular services.

Section 20. The amount necessary for the implementation of this Act shall be charged against the current year's appropriations of the Rizal State College, the Rizal Polytechnic College and the Rizal Technological University – Antipolo Annex. Thereafter, such sums as may be necessary for the continued operation and maintenance of the University of Rizal System shall be included in the annual General Appropriations Act.

Section 21. Sections 1, 4 and 22 of Republic Act No. 8365 are hereby repealed. All other laws, presidential decrees, executive orders, rules and regulations contrary or inconsistent with the provisions of this Act are hereby repealed, amended, or modified accordingly.

Section 22. Within a period of one (1) school year after the approval of this Act, the CHED is hereby empowered to define and design the process of reorganization and restructuring of the University.

Section 23. If for any reason, any part or provision of this Act is declared invalid or unconstitutional, the remaining parts or provisions not affected thereby shall remain in full force and effect.

Section 24. This Act shall take effect fifteen (15) days upon publication in the Official Gazette.

Approved.

(SGD.) AQUILINO Q. PIMENTEL, JR

President of the Senate

(SGD.) FELICIANO BELMONTE, JR.

Speaker of the House of Representatives

This Act which originated in the House of Representatives was finally passed by the House of Representatives and the Senate on June 7, 2001 and June 7, 2001 respectively.

(SGD.) LUTGARDO B. BARBO

Secretary of the Senate

(SGD.) ROBERTO P. NAZARENO

Secretary General

House of Representatives

APPROVED:

GLORIA MACAPAGAL-ARROYO

President of the Philippines

Lapsed into law on August 11, 2001 without the signature of the President, in accordance with Article VI, Section 27 (1) of the Constitution.

UNIVERSITY SEAL

(As per Board Resolution No. 042-390-13 adopted during the 42nd Regular Meeting held on March 14, 2013)



Map of Rizal	The service area and location of the University
Rope	The people from all walks of life who support and ideally carry the name of the University in mind, heart and in deeds
Pillar	The school as a citadel of learning providing knowledge and guidance developing values and shedding light on the minds and hearts of the learners
Diploma	The achievement for all the efforts of the students, the parents, the staff, Administration, the alumni and the community to attain quality education
Gear	The technology innovations which unify and facilitate the operational management of the University as a system
Orbit	Shows the continuous development of the individual as a learner and the University as an avenue of community development and nation building. It also symbolizes excellence in the four-fold functions of the University as Instruction, Research, Community and Extension
Leaves	The aim of the University for academic excellence and progress. Furthermore, it exhibits the component of agriculture as an instrument in the upliftment of productivity and the quality of life of the people
2001	The year when Republic Act No. 9157 lapsed into law
Globe	The challenges of global education
Wide space	The prospects of the University in providing relevant and responsive course offerings and community service

UNIVERSITY OF RIZAL SYSTEM

(As per Board Resolution No. 042-390-13 adopted during the 42nd Regular Meeting held on March 14, 2013)

VISION

The leading University in human resource development, knowledge and technology generation and environmental stewardship

MISSION

The University of Rizal System is committed to nurture and produce upright and competent graduates and empowered community through relevant and sustainable higher professional and technical instruction, research, extension and production services.

CORE VALUES

R	Responsiveness
I	Integrity
S	Service
E	Excellence
S	Social Responsibility

URS BRAND

“Nurturing tomorrow's noblest”

URS BRANDING SYMBOL

The GIANTS

GOALS

Quality and Excellence
Relevance and Responsiveness
Access and Equity

Efficiency and Effectiveness

URS VECTOR

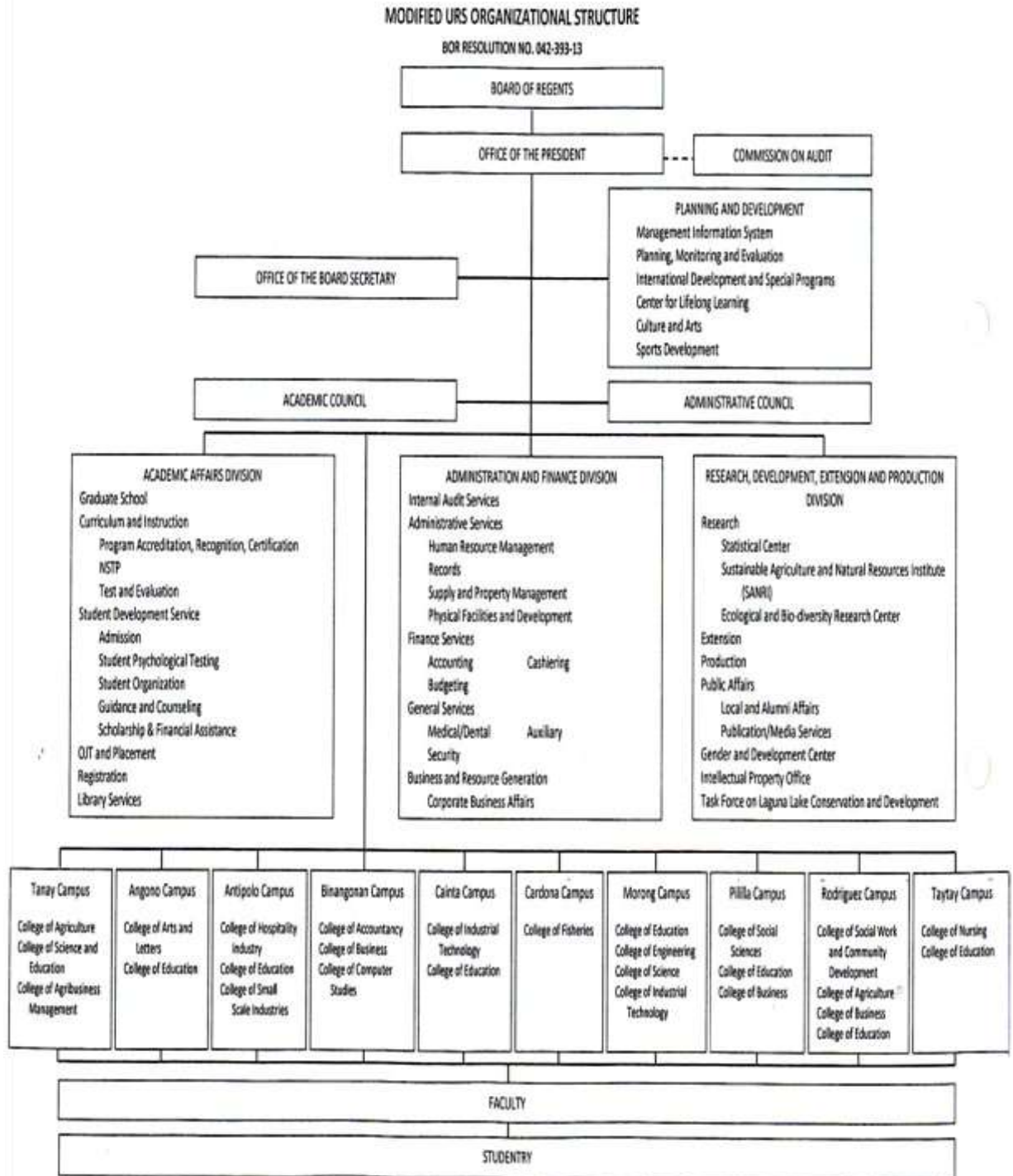


BOR Resolution No. 042-390-13

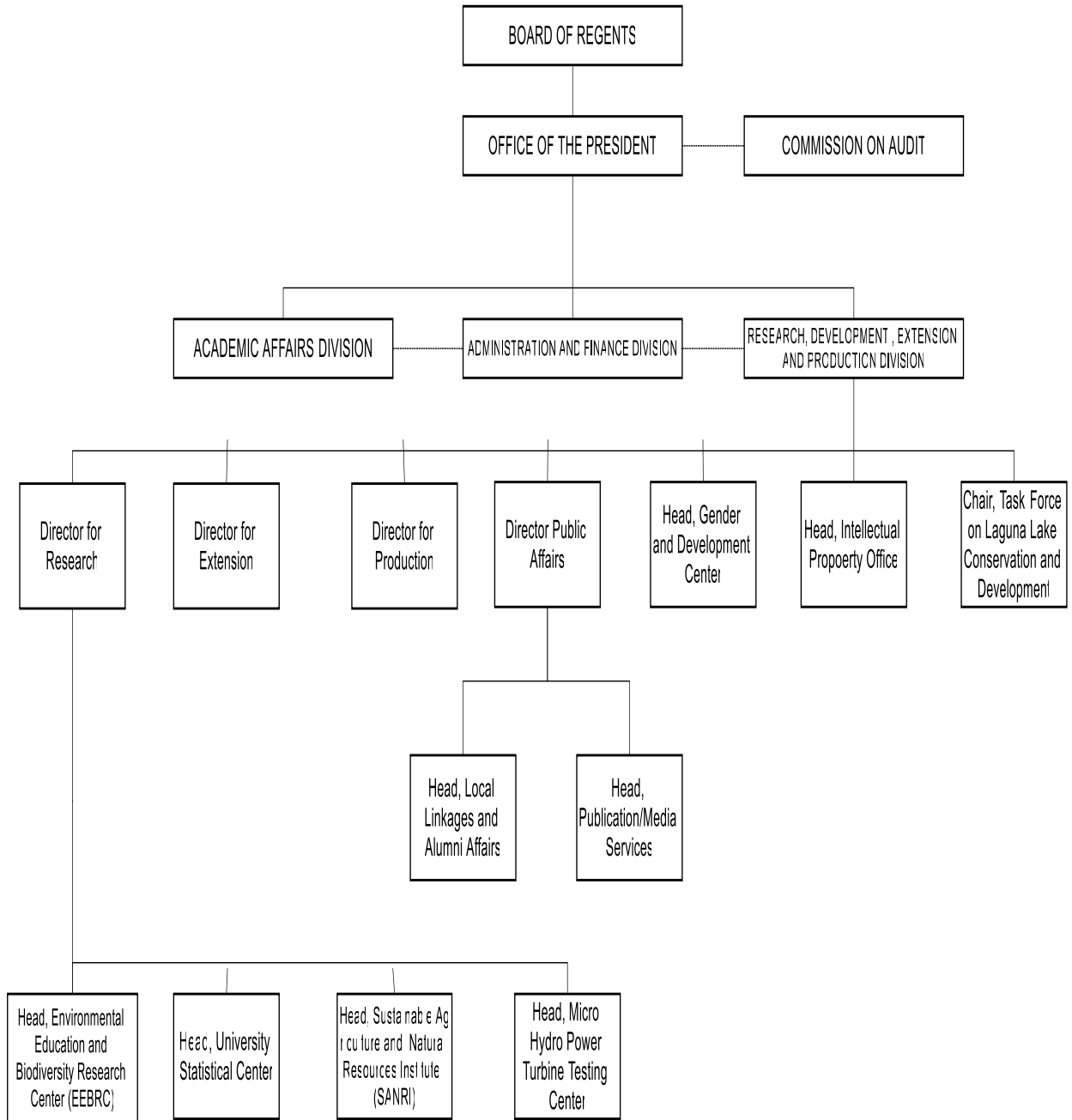
Administrative Council Resolution No. 02-007-13

In the Philippine myths, a legendary figure named Bernardo Carpio is a giant. He had a strength that was similar to that of Hercules of the Greek mythology. Giants or commonly called as Titans were a primeval race of powerful duties and the descendants of Earth and Sky that ruled during the legendary golden age. They were immortal beings of incredible strength and stamina and were also the first pantheon god and goddesses. Giants possessed overwhelming physique and power beyond human capacity. The basic form of the legend is that Bernardo Carpio, being of great strength, is trapped between two great rocks in the Mountains of Montalban. Accordingly, he is keeping the mountains from crashing into each other (similar to the Greek titan Atlas holding up the sky). When Carpio shrugs his shoulder, an earthquake occurs.

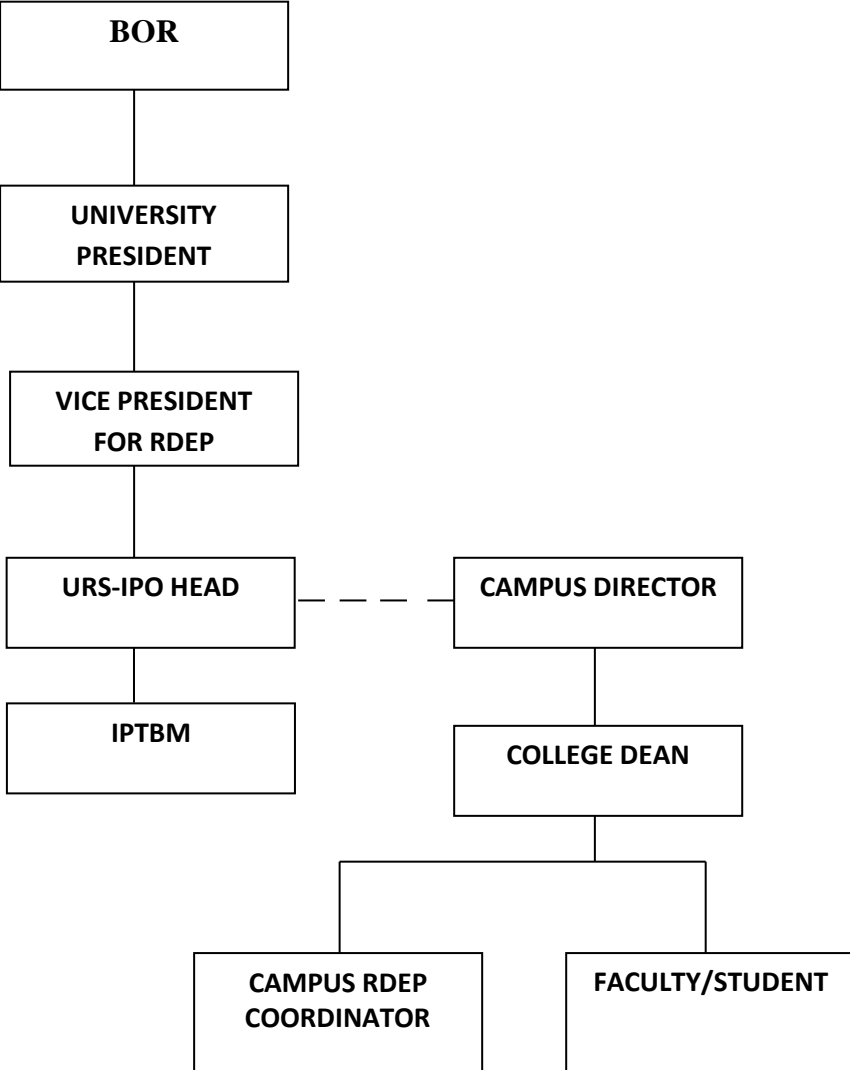
As an "icon" in the URS Vector, Bernardo Carpio depicts that the enslaving poverty and oppressing ignorance will be replaced with freedom and happiness through perseverance and education. The Giant in its colossal glory is at the center while lifting the word "Giants" with the name/acronym of the University written at the top. The brusque and masculine demeanor of the Giant represents the excellence and greatness of the institution and holds the URS core values. Giants are undefeatable and will always RISE to persevere odds and challenges. The state-of-trance-expression of the giant bordering from rage and duress conveys the feeling of "I'll give all my bests to strive Greatness and Excellence."



RDEP DIVISION ORGANIZATIONAL STRUCTURE



URS-IPO ORGANIGRAM



Article I POLICY STATEMENT

RA 9157 entrusts the University of Rizal System (URS) to deliver education, research and development, extension and production services and view them as the four major functions of the University and major pillars of its operation. The RA primarily guides the University towards a more relevant and responsive culture of research, extension and production services which aims to sustain the continuous pursuit of knowledge, to transfer skill to community and to increase the outcomes of research and development that are protected, utilized and commercialized.

Established as a State University in the province of Rizal, the URS is composed of interrelated units that coordinate and integrate system-wide functions and activities. Its primary function is to provide instruction, research, extension and production services to the public as it is envisioned as a leading university in human resource development knowledge and technology generation and environmental stewardship not only within the province but across the region. As a higher education institution, the URS is committed to nurture and produce upright and competent graduates and empowered community through relevant and sustainable higher professional and technical instruction, research, extension and production services.

The University operates with ten Campuses in the Province of Rizal, namely: URS Angono, URS Antipolo, URS Binangonan, URS Cainta, URS Cardona, URS Morong, URS Pililla, URS Rodriguez, URS Tanay and URS Taytay. It offers and serves a number of Baccalaureate programs in the tertiary level and Doctorate and Masters in the graduate school. It also offers a complete education from Laboratory School, K-12 and Continuing Life-Long Education. The University's existence is responsive to the needs of stakeholders in the province and surrounding provinces.

In order to cater to the needs of its stakeholders along IP rights, the URS adopts the IPOPHL's Mission³ "We are knowledge-driven government organization that works towards economic, technological, and socio-cultural development by communicating, enabling, and ensuring the effective use of the intellectual property in all levels of society for the creation, protection, utilization, and enforcement of Intellectual Property Rights.

³ <http://onlineservice.ipophl.gov.ph/ipophlsearch/ptents.aspx>

Laws significant to IP rights and registration were considered and adopted to ensure that the contents being contained in this Policy shall be carried out and be properly implemented without prejudice to the University, its administration, its faculty, students and stakeholders.

Article II POLICY PURPOSE

Generally, this IP Policy is intended to provide specific guidelines about intellectual property (IP) management pertaining to IP Rights protection, IP or technology disclosure and non-disclosure system, invention spotting, prior arts and document search, patent document drafting and registration, IP filing and other significant concerns. It binds all research outputs, technology, creative works and innovations funded or supported by the University, where the URS has the right to own, protect, generate, commercialize and receive income out of it.

Sec.1 Specifically, this IP Policy is developed to effectuate the intellectual property and technology business management of the University of Rizal System. It provides guiding principles for the management of the intellectual properties yielded from research and development undertakings, technology innovation and creative works being initiated by the faculty and student-researchers. It includes the system of ownership, registration process and giving of royalty, awards and incentives. It also presents the roles of the URS, the specific function of URS-IPMO and its staff as well as the duties and right of the faculty and student-researcher as Originator of IPs (author, inventor, maker, designer or creator). It guides the University administrators on some legal matters relevant to IP rights registration, protection and management.

Sec.2 Laws significant to IP right, registration, licensing, technology transfer and commercialization were considered and adopted to ensure that the contents being contained in this Policy shall be carried out and be properly implemented without prejudice to the University, its administration, faculty and students.

Article III

SCOPE AND COVERAGE

This IP Policy adopts the generally recognized laws and principles referred to in RA 10055; RA 8293, otherwise known as the IP Code of the Philippines; RA 11293, otherwise known as the Innovation Act, RA 7459, known as Investors and Invention Incentives Act of the Philippines and other relevant Laws significant to the Intellectual property management, technology transfer and commercialization.

Sec. 1 It covers URS funded R&D, technology innovations both tangible and intangible products, whether for commercial or non-commercial use as long as they are funded by the University or undertaken using the University resources. More specifically, the Protocol relates to the process and procedure for the management of University's intellectual properties and technologies.

Sec.2 It applies to URS as a recognized State University that supports R&D activities in the form of financial, technical expert, facility and/or material support.

Sec.3 It covers all intellectual property rights derived from R&D activities funded and supported by the URS, thus, it shall be applied to the following people who undertake research and/or engage in developing creative or innovative works whether under research grant or contract where the URS has a right to own, manage, protect and use the intellectual property yielded from such R&D undertakings.

- Faculty-researchers (teaching and non-teaching);
- Student-researchers; and
- External Funding Agency/ies

Sec.4 It shall cover all URS and externally funded R&D results, tangible and intangible innovation outputs with or without patent or copyright registration, whether for commercial and non-commercial purposes.

Sec. 5 It shall cover all types of intellectual property rights enumerated under the Intellectual Property Code of the Philippines (Republic Act No. 8293) and the Plant Variety Protection Act of 2002 (RA 9168) as follows: copyright and related rights, trademark and service mark, geographic indications, industrial design, patent, utility model, layout design, protection of undisclosed information or trade secret and new plant variety.

Sec. 6 This IP Policy is adapted to:

1. Conduct inventory and assessment of the University's IP assets
2. Assist and facilitate IP applications and registrations, licensing and the equitable distribution of royalties;
3. Provide a specific procedure relevant to IP matters where the University has a right to ownership or equity;
4. Obtain appropriate benefits for the University from utilization or commercial applications of the IPs;
5. Appropriate funds accruing to the University from commercialization of IPs for the support of the University's R&D and other related activities; and
6. Ensure that the rights and interests of all parties involved are fairly determined in accordance with applicable legislation and with the conditions established by the University in connection with this Intellectual Property Policy.

ARTICLE IV DEFINITION OF TERMS

For purposes of this IP Policy, the following terms are defined as follows⁴:

Assignee. This refers to the University of Rizal System or its representative to whom the rights, title and interest in intellectual property or proprietary information has been assigned by the originator/creator through an undertaking or any other legal instrument.

Assisted or Contracted research. This refers to any research & development activity undertaken by the faculty, student-researchers, funded or supported in whole or in part by the URS.

Author. This refers to a faculty, to a student and visiting professor of URS who acted as the researcher-writer of thesis or dissertation or as the creator or originator of any written articles and literary works.

Authorship. This refers to the state or fact of being the creator of the literary or art works or a researcher or writer of a thesis/ dissertation.

Co-author. A thesis or dissertation adviser who is appointed to provide advice and instruction to student-researcher or a group of researchers.

⁴ <http://onlineservice.ipophl.gov.ph/ipophlsearch/ptents.aspx>

Copyright. A right granted by statute to the author or originator of an intellectual production to its exclusive use and enjoyment to the extent specified in the statute, of literary, scholarly, scientific, or artistic productions. This right shall exist during the lifetime of the author and for fifty (50) years after his death.

Collaborative Work. These are the outputs of an R&D or innovation activity, project or program undertaken in partnership with an external partner.

Contributor. Individual or group of people whose ideas were incorporated to improve or enhance activities relevant to research development and to IPs.

Creative Work. This refers to the works initiated by the faculty relevant to professional advancement or accomplishment. Such works may include monographs, books, plays, poems, information software and other works of art.

Deed of Assignment. This refers to a legal document that records the transfer of ownership of the intellectual property of the originator to URS.

Disclosure. refers to the process of making facts or pertinent information be known by the URS-IPO which shall be used as reference in the preparation of IP related documents.

Dissertation. This refers to a long essay on a particular subject written as a requirement for the Doctorate degree program of URS.

Grant of Patent – This refers to a grant of Letters Patent once the application meets the requirement of the IP Code and regulations. The term of grant shall be twenty years from the filing date of the application.

Incentive. This refers to an appreciation incentive given to the Staff of URS-IPO for the services they rendered relevant to IP management, IP document preparation and technology transfer and commercialization-related initiatives.

Industrial Design. This refers to 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 as pattern for an industrial product or handicraft.

Innovation. It refers to the process that URS undertakes to conceptualize novel products, processes, and ideas, or to improve any existing technology into new products, processes or ideas. It also pertains to the outputs of non-R&D projects or activities that are funded by either the University of Rizal System or by external funding agency.

Intellectual Property (IP). This is a term used to describe intangible and tangible assets resulting from the R&D, creative works or innovations of the faculty and students of URS. It also refers to creations of the mind, such as inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. IP can also refer to future tangible and/or intangible assets that may be recognized as intellectual property.

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

Invention. This relates to a new or improved product or process which brings technical solution to a problem in any field of human activity. It must be novel and should involve inventive steps and industrial applicability.

Literary Works. These refer to original intellectual creations in the artistic domain protected from the moment of their creation and shall include, among others: **(1)** books, pamphlets, articles and other writings; **(2)** lectures, sermons, addresses, dissertations for oral delivery; **(3)** works of drawing, painting, architecture, sculpture and engraving; **(4)** original ornamental designs or models for articles of manufacture; **(5)** illustrations, maps, plans, sketches, charts and three-dimensional works relative to geography, topography, architecture and science; **(6)** drawings or plastic works of scientific or technical character; **(7)** photographic works including works produced by a process analogous to photography; **(8)** audio-visual works and cinematographic works and works produced by a process analogous to cinematography or any process for making audio-visual recordings; **(9)** computer programs; and **(10)** other literary, scholarly, scientific, artistic works and derivative works which are protected under Sec. 173 of the Intellectual Property Code.

Ownership. The act, state or right of possessing intellectual property.

Originator. This refers to the researcher, faculty, student(s) of the URS who substantially contribute to the creation and generation of the IP whether it's an invention, a utility model, a trademark, an industrial design or creative and literary works.

Patent. A right issued to inventor to exclude others from making, using, selling, or importing the product of his/her invention within the Philippines.

Patent Application. This refers to an application for a patent which shall be in written form either in Filipino or English and shall be filed by post or directly with the IPOPHL. It can also be done in electronic format through internet.

Research Work. This refers largely to all research activities, theses and dissertations written and accomplished by the faculty, students of personnel of the URS.

Research and Development (R&D). This refers to research and development undertaken by the Faculty or student-researchers of URS through which aims to increase the stock of knowledge of the University in order to develop new applications or to innovate and introduce technologies, products and processes.

Royalty. refers to a share in the proceeds of royalty payments arising from patents, copyrights and other intellectual property rights given to the originator of the intellectual property.

Student-Researcher. This refers to the student or group of students who are directly involved in the accomplishment of the thesis/dissertation as a requirement of the course where they are enrolled.

Technology. refers to knowledge and know-how, skills, products, processes, and/or practices of the URS through its faculty, students and personnel.

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

Technology Transfer Protocol. As defined in the IP Code, it refers to contracts or agreements involving the transfer of systematic knowledge

for the manufacture of a product, the application of a process, or rendering of a service including management contracts; and the transfer, assignment or licensing of all forms of IP rights or proprietary information.

Thesis. This refers to an essay involving personal research, written by a candidate for a College or Master degree in the URS.

Trademark. This refers to a symbol, design, word, letter or other device protected by a law and used to distinguish product/goods of an enterprise and shall include a stamped or marked container goods. In return, the trademark enjoys a 10-year term of protection which can be renewed for succeeding periods of ten years. A trademark can be one word, a group of words, sign, symbol, logo, or a combination of any of these.

University Assets. These refer to the R&D or innovation-based outputs in tangible or intangible properties of the URS.

University-Financed Work. This includes all works derived from research and development, inventions, innovations and creative works conducted in the course of the author/creator's employment with the University and/or with the use of University's facilities and resources.

University Resources. These are the tangible or intangible resources provided by the University to researcher including office, laboratory, studio space and equipment; computer hardware and software, secretarial service; research, teaching, and laboratory assistants; supplies; utilities; and/or funding for research activities.

URS. An acronym for University of Rizal System, the only State University in the Province of Rizal.

URS-Intellectual Property Office (URS-IPO). It refers to an arm of the University, responsible to apply management procedures of examining and registering patentable IPs yielded from R&D outputs and innovations leading to a potential commercialization partnership.

Utility Model. This refers to any useful or improvement of machine, tools, products, compositions or processes with practical utility and industrial applicability.

Article V GOVERNANCE AND OPERATION

Sec. 1 General Principles

The following principles were adopted to guide the University in all of its initiatives, activities and transactions on matters significant to intellectual property management and its corresponding rights protection, utilization and commercialization

Principle 1. As a State University, the URS fully recognizes that R&D and innovations are essential to national development and progress;

Principle 2. As a State University, the URS recognizes science, technology and innovation as essential elements contributory to national development by prioritizing inventions, innovation, technologies, products, processes and services generated from research and applying means for possible utilization and commercialization;

Principle 3. As a State University, the URS is guided by truth, relevance, and excellence in the pursuit of its four-fold functions. These functions seek to deliver excellent products and services to its community and stakeholders. This principle also serves as a guide for the University in all of its decision on matters pertaining to funding and resource allocations;

Principle 4. As a State University, the URS encourages and directs its faculty, students and researchers to adopt full freedom in the identification, generation and protection of the intellectual properties resulting from funded R&D or innovations they have conducted;

Principle 5. As a State University, the URS offers its support by providing scientific and technology based environment for the exploration of new knowledge, technologies, products or services.

Principle 6. As a State University that supports R&D and innovations, the URS reserves the right to own, protect, manage and commercialize or utilize the technologies derived from funded R&D and innovations.

Sec. 2 Responsibilities of the University of Rizal System

The following are the responsibilities of URS:

1. Identify the IPs (technologies, products, processes or creative works and innovative works) that can be generated from internally and externally funded R&D and innovations and pursue IP rights registration, management, utilization and commercialization undertakings based on the provisions of this IP Policy, Technology Transfer and Commercialization Protocol and in accordance to relevant Laws;
2. The URS shall allocate funds for the payment of fees relating to filing of IP applications registration, responses to examiners report/examination, and other IP related fees and shall support IPs with potential commercialization value;
3. The URS shall strengthen the University's intellectual property operation and management by institutionalizing the URS-Intellectual Property and Technology Business Management Office (URS-IPTBM), the Technology Transfer and Commercialization Office (TTCO) and the Innovation and Technology Support Office (ITSO).
4. The URS shall provide means to address any shortfall that may arise during the IP management, technology transfer and commercialization undertakings;
5. The URS shall accord its IP staff with incentives consistent with the scheme discussed in this IP policy considering relevant Laws to sustain efforts in the identification, protection and management of valuable IPs and in the preparation of the necessary IP related documents and IP management related tasks; and
6. The URS shall keep confidential from the public any document or information relating to potential IPRs that are not yet fully protected by Law.

Sec. 3 The URS-Intellectual Property Office (URS-IPO)

The URS-IPO as an arm of the University in the implementation of this Policy is expected to perform the following functions:

1. Conduct an inventory and audit of URS and externally funded R&D and innovations to identify and establish the University's IP assets;
2. Perform prior arts search relevant to the intellectual property such as invention, innovations, design, marks and creative works disclosed by the faculty and student-researchers;

3. Utilize different search engines to look for the closest relevant prior art documents to determine and establish the registrability of the disclosed intellectual property;
4. Undertake IP rights advocacies such as seminar, training or workshop to encourage the URS administration, the faculty and student-researchers to protect, use or commercialize their R&D or innovation results;
5. Provide technical assistance to faculty and student-researchers by assessing their disclosed inventions, innovations, design, trademark or creative works to determine their registrability and assist them prepare their IP applications under certain term and conditions;
6. Assist faculty and student-researchers in the preparation of the technical description, abstract, claims and drawing for the IP rights to be applied for protection;
7. Endorse to the Office of the President for the grant of financial support to faculty and student-researchers in the filing their respective IPs. as inventor, utility model maker, industrial designers, author of creative works under certain terms and conditions;
8. Assist the originator in the filing of the intellectual property documents through IPOPHIL's e-doc File system or through the e-mailing system of the National Library of the Philippines;
9. Implement this IP policy and ensure that all faculty and student-researchers, non-academic staff and visiting faculty-researchers comply with it;
10. Submit recommendation to the URS-IPO for the appropriate technology transfer and commercialization of the technologies or products that are found to have high commercial value and to the URS Production Services for the start-up or incubation of the technologies or products as a potential income generating projects for the University;
11. Conduct auditing of the research results as disclosed through a prescribed IP/Technology Disclosure Form and subsequently make recommendations as to the type of IP protection to be applied for;

12. Advise the faculty and student-researchers and visiting researchers to disclosure their respective research or innovations outputs;
13. Coordinate with the Director of R&D to observe signing of Confidential Disclosure Agreement/Evaluator's Affidavit of Undertaking during the conduct of In-house Review of research project proposal, completed researches and research congress.
14. Encourage the faculty and student-researchers as well as visiting researchers to assign their respective works, IP, creations or innovations to URS by accomplishing the Deed of Assignment;
15. Look for legal assistance who shall represent the faculty and student-researchers in infringement and in patent cases, subject to certain terms agreement and conditions;
16. Assist faculty and student-researchers publish and disseminate information about their respective inventions, designs, trademarks, utility model and creative works;
17. Hold regular quarterly sessions for the exchange of ideas with the faculty and student-researchers and recommend them to join local and international competitions on inventions;

Sec. 3 DUTIES AND RESPONSIBILITIES OF THE HEAD OF URS-IPO

The URS-IP Office operation shall be supervised and managed by the Head. The designated Head shall be responsible for the identification of University's intellectual properties yielded from R&D and innovations. The head shall initiate the conduct of IP audit, IP or technology spotting, IP document preparation, IP Rights protection registration and promotion of technology transfer and commercialization. The Office Head shall be assisted by an administrative staff and by the ten Campus IP Representatives, who are designated to enhance the operation of the IP Office.

To carry out the functions, the Head shall attend to the following concerns:

Sec. 4 Technical Assistance and Coordination

1. Perform supervision in the identification of appropriate type of protection for the disclosed IPs
2. Provide assistance to faculty/student researchers in preparation of relevant IP documents;

3. Initiate the conduct of IP audit or assessment of both ongoing and completed researches and innovations;
4. Coordinate with University offices, prospective industries and potential business partners on matters relating to IP management and technology transfer and commercialization concerns;
5. Establish partnership with external private sectors, industries and other SUCs for the conduct of technology transfer and adoption, technology incubation, utilization or commercialization of the identified IPs with high commercial value.

Article VI IMPLEMENTATION

The Head of URS-IPO under the supervision of the Vice President for RDEP shall implement this IP Policy consistent with all the provisions stated in other University's policies, protocol, implementing rules and regulation and other relevant laws.

The Office of the Vice-President for Administration and Finance shall assist the University President in the allocation of funds to support the IP management, start-up and production of the identified IPs found to potential commercial value and to sustain the conduct of IP related advocacies.

Article VII IP CREATION

Sec. 1 Disclosure All inventions, innovations, creative works, design, marks and research related outputs that are likely to yield IPs shall be disclosed by the following:

1. A faculty (teaching /non-teaching) who, in the course of service to the University, conducts research and development.
2. A faculty who conceptualized and performs innovation with potential commercial value or has done work that is likely to produce IP where the University has the right to manage, own, protect and commercialize.

3. A faculty or student(s) who are engaged in research work or innovations with fund support from external agencies other than the URS.
4. A student or group of student-researchers whose research output has a potential commercial value.

Sec. 2 Policy Analysis and Advocacy

The URS through its URS-IPO in coordination with the University administration and in collaboration with the faculty and students concerned shall:

1. Draw up and propose an appropriate IRR to support the implementation of some part of this IP policy;
2. Monitor and enforce the implementation of this IP policy;
3. Strengthen the research-based IP Right culture among faculty and student researchers;
4. Promote the use of IP information as a tool for IP management, technology transfer and commercialization; and
5. Provide means for the mediation and arbitration of conflicts related to creatorship and ownership).

Sec. 3 IP/Technology Management

1. Conduct inventory of patentable/registrable IPs in the form of technology, product, process, innovative work, and work of arts;
2. Process and safeguard patent and copyright agreements;
3. Locate suitable commercial development partners;
4. Accelerate the transfer of IP assets to potential technology takers;
5. Plan and implement technology transfer activities;
6. Prepare and maintain IP portfolios; and
7. Sustain IP rights application registration.

Sec. 4 Technology Transfer

1. Develop and implement a technology transfer protocol for the transfer and commercialization of potential IPs /technologies yielded from R&Ds or Innovations;

2. Conduct market analysis and product valuation of the URS technologies, products process or services in preparation to transfer and commercialization undertakings; and
3. Facilitate product registration with the appropriate government agencies.

Article VIII IP PROTECTION

Sec. 1 Ownership of Intellectual Property. The following provisions shall govern the Ownership of the IP/technology (copyrighted works, inventions, utility model, trademarks and industrial design or innovations) and right of use:

1. If the Work in which the IP exists was made as part of the official functions of the creator(s) or produced with financial assistance from the University, the work shall be owned by the University subject to condition set in an agreement.
2. If the Work to be protected is done beyond the official duties and was done or produced with financial assistance from the University, the work shall be owned by the University subject to condition set in an agreement.
3. If the object of protection is a result of collaborative efforts of the University, external agency and the creator(s), the project or innovation-based derived IP shall be jointly owned by the University, the creator(s) and the said external agency subject to an agreement and/or contract, except when the external agency concerned have recourse to any other form of agreement and/or contract subject to the limitation provided by an applicable law.
4. The University shall waive ownership of IP rights in favor of the Creator(s) if the materials to be registered are accomplished without fund support from the University and found contributory to enhance the teaching and learning process or found significant for the improvement of public related works and activities;

Sec. 2 Ownership of Invention, Utility Model and Industrial Design

1. IP rights for filed or registered invention, utility model or industrial design shall be owned by the faculty or student-researcher as the

originator and creator, unless a written assignment is made or the faculty or student-researcher are under an obligation to assign the IP, such as research agreement or contract. This IP Policy caters the idea that all R&D and Innovations funded or supported by the University shall be protected through legal means and be managed towards commercialization. Prior to application for registration of IP document, the originator concerned shall be advised to assign the ownership to the URS. The originator shall be acknowledged as the inventor, maker or designer respectively of the filed/registered IP. The URS as the owner may produce, use, license, and sell the invention in coordination with the originator(s).

2. In the case of externally funded research-based IPs whether filed or granted, the URS and the funding agency shall be recognized as the owners through a joint ownership agreement which requires them as joint owners to work together for any IP related management and commercialization undertakings. If the IP, whether filed or granted needs to be assigned to the University as single entity or allow the joint ownership to be governed by the said external Agency, a written agreement and contract duly notarized shall be made before any IP related undertakings happens.

Sec. 3 Ownership of Trademark

Trade and service marks are distinctive words or graphic symbols identifying sources, product, producer, or distributor of goods or services. The Marks include names or symbols used by the University with its technologies, products or services. The University shall own the trade or service Marks if the said Trade and service marks are output of funded R&D or innovations, thus, the University has the right to utilize them in conjunction with the commercialization of the technologies, products or services being offered and served to the people. Authorship shall still be given to the creator or to the one who designs the Mark. A waiver shall be signed by the designer in favor of the University to own the designed Mark.

Sec. 4 Ownership of Copyright

The University shall own all copyrighted Works as a result of activities, projects or program of research, extension or production funded or supported by the University. Naturally, the authorship of the protected work remains with the faculty, the student, the researcher or group of researchers who created the Work. A waiver shall be signed

by the author(s) and duly notarized in favor of the University for the ownership of the works.

Sec. 5. Copying of Works Owned by the Others

Members of the University community are cautioned to observe the rights of other owners. Relevant legislation and guidelines regarding the Intellectual Property Code of the Philippines (RA 8293) and Rules and Regulations Copyright Registrations, this IP Policy and other University policies and protocol must be properly observed.

Article IX INVENTION PATENT

Sec. 1 An Invention Patent is a government-issued grant, bestowing an exclusive right to an inventor over a product or process that provides any technical solution to a problem in any field of human activity which is new, inventive, and industrially applicable. The Intellectual Property Code of the Philippines sets three conditions for an invention to be deemed patentable: it has to be new, involves an inventive step, and industrially applicable. It is an exclusive right that allows the inventor to exclude others from making, using, or selling the product of his invention during the life of the patent. Patent owners may also give permission to, or license, other parties to use their inventions on mutually agreed terms. Owners may also sell their invention rights to someone else, who then becomes the new owner of the patent. The term of a patent shall be twenty (20) years from the filing date of the application. The patent must be maintained yearly, starting from the 5th year.

Sec. 2 Application for patent shall be written either in Filipino or English and should contain a request for the grant of a patent; description of the invention and drawings, one or more claims; and an abstract. Identity of the inventor must be disclosed for the application be granted with patent. The inventor may assign or appoint an agent or representative to serve the application in his/her behalf. (Sec. 32.2, RA. 8293). In the case of the URS, the faculty or student as the inventor, shall assign or appoint the URS-IPMO to be the agent or representative to prepare the necessary IP documents and do the filing at IPOPHIL in his/her behalf.

(1) During the application, the inventor should clearly and sufficiently disclose details about the invention. (Sec. 35, RA. 8293). Application should follow the prescribed contents of the description and order of presentation, (Sec. 35.2 R.A. No. 8293).

(2) The application should contain clear and concise one or more claims which define the matter for which protection is sought and proper discussion and description of each claim must be properly observed. (Sec. 36.1, R.A. No. 8293).

(3) The summary of the disclosure should be contained in the Abstract and should include the description, claims and drawings with not more than one hundred fifty words. It should be drafted to reflect a clear understanding of the technical problem, the summarized solution of the problem and the principal use or applications of the invention. (Sec. 37, R.A. No. 8293).

Sec. 3 Right to a Patent

1. The right to a patent belongs to the originator, to his/her heirs or assignees. If in case there are two or more individuals who are partners in doing the invention, the right of a patent belongs to them jointly (Sec. 28, R.A. 8293. However, as previously mentioned, the right to ownership shall be to the URS if the works are funded or supported by the University.

2. The right of a patent belongs to the faculty or student as originator/creator who has the earliest filing date or earliest priority date. (Sec. 29, R.A. 8293).

3. A Patent shall be conferred on its owner the following exclusive rights (sec. 71, RA. 8293)

a. Where the subject matter of a patent is a product, to restrain, prohibit, and prevent any unauthorized person or entity from making, using, offering for sale, selling or importing that product;

b. Where the subject matter of a patent is a process, to restrain, prevent, or prohibit any unauthorized person or entity from using the process and from manufacturing, dealing in, selling or offering for sale or importing any product obtained directly from such process;

c. Patent owners shall also have the right to assign or transfer by succession the patent and to conclude licensing contracts for the same; and

d. The provisions cited from A to C of sec. 108, RA. 8293) shall apply, mutatis mutandis, to Utility Models.

4. The right of a patent belongs to the person who initiated and created the work or entity who commissions the work. (Sec. 30, RA. 8293)

a The Faculty, if the activity relating to invention is not part of the regular duties and does not use the time, facilities and materials of the University;

b The University, if the invention is a result of a funded R&D, innovation, committee output or of the regularly-assigned duty. A duly signed and notarized Agreement or Office Order issued and properly disseminated shall justify this claim;

c The External Funding Agency, if the invention is a result of externally funded R&Ds, innovations, Non-R&D activities, projects or programs, the URS and the Funding Agency has the right to produce, utilize or commercialize the technologies, products and /or services out of the filed or registered IPs;

Article X UTILITY MODEL

Sec. 1 Utility Model (UM) is any technical solution to a problem in any field of human activity which is new and industrially applicable. It may or may not have an inventive step. It allows the right's holder to prevent others from commercially using the registered UM without his/her authorization. When Compared with invention patents, Utility model is relatively inexpensive, faster to obtain, and with less stringent patentability requirements.

Sec. 2 A new and industrially applicable innovation is a main requirement to qualify for registration for Utility Model (Section 21 of R.A No. 8293);

Sec. 3 From the date of filing of the application, an application being granted with utility model certification (7 Yrs) will expire and it cannot be renewed. (Sec. 109.3, R.A No. 8293)

Sec. 4 With reference to Sections 61 to 64, R.A No. 8293, the utility model registration will be cancelled due to the following reasons: (109.1 and Sections 22, 23, 24 and 27, RA No 8293) and (Sec. 109.4, R.A No. 8293)

- a. The claim utility model does not meet the requirements for novelty and industrial applicability;
- b. The description and the claims do not comply with the prescribed requirements;
- c. Absence of the necessary drawing;
- d. The owner of the utility model registration is not the inventor or his successor.

Sec. 5 The provisions regarding “Non-Patentable Inventions” as provided for in Part 2, Rule 202 of the Regulations for Patents shall apply, *mutatis mutandis*, to non-registrable utility models:

1. Discoveries, scientific theories and mathematical methods;
2. Schemes, rules and methods of performing mental acts, playing games or doing business, and programs for computers;
3. Methods for treatment of the human or animal body by surgery or therapy and diagnostic methods practiced on the human or animal body. This provision shall not apply to products and composition for use in any of these methods;
4. Plant varieties or animal breeds or essentially biological process for the production of plants or animals. This provision shall not apply to micro-organisms and non-biological and microbiological processes.
5. Provisions under this subsection shall not preclude Congress to consider the enactment of a law providing *sui generis* protection of plant varieties and animal breeds and a system of community intellectual rights protection:
6. Aesthetic creations; and
7. Anything which is contrary to public order or morality.

Article XI INDUSTRIAL DESIGN

Sec. 1 Industrial Design and Layout-Designs (Sec.112 R.A. No. 8293) An Industrial Design refers to any composition of shapes, lines or colors or combination or any three-dimensional form, whether or not associated with lines or colors which produce an aesthetic and ornamental effect in their tout ensemble or when taken as a whole Provided, that such composition or form gives a special appearance to and can serve as pattern for an industrial product or handicraft. Integrated circuit as an electronic product is one example of industrial design intended to perform an electronic function. Another example is the Layout-Design or 'Topography'. That refers to a three-dimensional disposition that shows all of the interconnections of an integrated circuit being design in preparation for manufacturing of an integrated circuit. The registration for an industrial design is for a period of 5 years from the filing date of the application. The registration of an industrial design may be renewed for not more than two (2) consecutive periods of five (5) years.

Sec. 2 Rights Conferred to the Owner of a Layout-Design

The owner will be conferred with the rights to reproduce and to sell or distribute for commercial purposes the registered layout-design, an article or a circuit in which the registered layout-design is incorporated. (Sec.119.4. RA 8293). The URS as the owner of a registered industrial design has the right to prevent third parties from making, selling or importing articles bearing or embodying a design which is a copy, or substantially a copy, of the protected design, when such acts are undertaken for commercial purposes.

Sec. 3 Non Eligibility

In order to be registered, an industrial design must be a new or original creation. The following industrial designs are not registrable:

1. Industrial designs that are dictated essentially by technical or functional considerations to obtain a technical result;
2. Industrial designs which are mere schemes of surface ornamentations existing separately from the industrial product or handicraft; and

- 3 Industrial designs which are contrary to public order, health, or morals.

Sec. 4 Limitations of Layout Rights

(Sec.119.5. RA 8293, as amended by Republic Act No. 9150, Protection of Layout-Designs (Topographies) of Integrated Circuits)

The faculty or student who crafted the layout design has no right to prevent third parties from reproducing, selling or distributing for commercial purposes the registered layout-design in the following circumstances:

1. Reproduction of the registered layout-design for private purposes or for the sole purpose of evaluation, analysis, research or teaching;
2. When the lay out design which the author wishes to apply for registration is to be incorporated to an integrated circuit which has been already in the market.
3. When the lay out design has an identical layout-design to what has been created independently by any party. (Sec.119.5. RA 8293, as amended by Republic Act No. 9150, Protection of Layout-Designs (Topographies) of Integrated Circuits)

Article XII

TRADEMARK/ SERVICE MARK

Sec. 1 A trademark is a word, a group of words, sign, symbol, logo or a combination thereof that identifies and differentiates the source of the goods or services of one entity from those of others. A trademark can be protected in perpetuity if regularly monitored and properly maintained. The period of protection is ten (10) years from the date of registration and is renewable for a period of ten (10) years at a time. As stated in Sec. 123 of the IP Code of the Philippines, the distinctiveness of the mark is the key point of consideration in order to be registered. Moreover, the IP Code also prescribes grounds for non-registrability of the Mark. Registration of the mark shall be written in Filipino or in English and should contain the following: (Sec.123.3. RA 8293).

- a. Request for registration;
- b. Name and Address of the applicant;

- c. Name of a State of which the applicant is a national or where he has domicile and/or has a real and effective industrial or commercial establishment;
- e. Appointment of an agent or representative, if the applicant is not domiciled in the Philippines;
- f., A Statement describing the names of the color or colors being claimed if the applicant claims color as a distinctive feature of the mark; and
- g. If mark being applied for has a three-dimensional feature, a statement to that effect must be included describing that specific claim.

Article XIII Copyright

Sec. 1 Copyright is a form of intellectual property which protects the rights of authors and creators of literary and artistic works. It refers to the main act in which, in respect of literary and artistic creation, may be made only by the author or with his authorization. Works are protected by the sole fact of their creation, irrespective of their mode or form of expression, as well as their content, quality and purpose. In addition, Copyright is the legal protection extended to the owner of the rights in an original work. "Original work" refers to intellectual creation in the literary, scientific and artistic domain. Among the literary and artistic works enumerated in the IP Code are books and other writings, musical works, films and photographic works, ornamental designs or models of manufacture, paintings, sculptures, and other works of arts, as well computer programs and mobile apps, etc. The IP Code grants authors, artists, and other creators, automatic protection for their literary and artistic creations, from the moment they create it. The term of protection for copyright in literary and artistic works, and in derivative works is generally the lifetime of the author plus fifty (50) years. (ipophil / nlp.gov.ph)

Sec. 2 Types of Copyright (nlp.gov.ph)

1. **Economic Rights:** refer to the rights of the author or copyright owner to derive financial reward from the use of his works by others.

2. **Moral Rights:** refer to the rights of the author to claim authorship of the work (*Right of Paternity*) and the right to restrain the use of his name with respect to any work not of his own creation or a distorted version of his work.

Sec. 3 Copyright Coverage (nlp.gov.ph)

1. Copyright covers literary and artistic works, which is understood to include every original work of authorship regardless of artistic or literary merit.
2. Works covered by copyright include but are not limited to literary works such as novels, poems and plays; newspaper articles; films and television programs; letters; artistic works including paintings, sculptures, drawing and photographs; architecture; computer programs; and advertisements, maps and technical drawings.

Article XIV

ASSIGNMENT AND TRANSMISSION OF RIGHTS

Sec. 1 Transmission of Rights-(Sections 103 to 106, RA No. 8293) Rights to invention, marks, design and copyright to which they relate, shall be protected in the same way as the rights of other property under the Civil Code. 103.2. Inventions and any right, title or interest in and to patents and copyright covered thereby, may be assigned or transmitted by inheritance or request or may be the subject of a license contract. (Sec. 50, R.A. No. 165a)

Sec. 2 Form of Assignment-The assignment must be in writing, acknowledged before a notary public or other officer authorized to administer oath or perform notarial acts, and certified under the hand and official seal of the notary or such other officer. (Sec. 52, R.A. No. 165)

Sec. 3 Deed of Assignment-This IP Policy adopts and applies the general rule and implementing policy for transferring or waiving ownership of intellectual property;

1. Document evidence/ identification of the author/creator.

1.1 for Natural persons : any competent evidence of identity, which refers to the identification of an individual based on:

(a) at least one current identification document issued by an official agency bearing the photograph and signature of the individual; or

(b) oath or affirmation of one credible witness, document or transaction who is personally known to the notary public and who personally knows the individual, or of two credible witnesses, document or transaction who each personally knows the individual and shows to the notary public documentary identification.

1.2 for Juridical persons:

(a) certificate of registration issued by the Securities and Exchange Commission (for corporations)

(b) or certificate of registration issued by the Department of Trade and Industry (for single proprietorships and only if the author is other than the owner of the single proprietorship).

2. Document evidencing authority to represent (i.e., with authority to sign in behalf of another person/entity):

2.1 for representatives of natural persons: special power of attorney;

2.2 for representatives of juridical persons: board resolution or secretary's certificate; Official receipt of the filing fee, or validated deposit slip if payment is made through the depository bank.

Article XV

Thesis and Dissertation

Sec. 1 The authorship and ownership of outputs of thesis or dissertation intend to give proper direction to address issues and concerns associated with undergraduate and graduate thesis and dissertation outputs and related activities across all Campuses of the University of Rizal System. This noble cause happens as a result of collaboration between the student and the adviser for both thesis and dissertation undertakings. The product of such collaboration normally brings a leap of important discovery or solution to particular issues or problem. The sad reality however brings into existence an array of questions which consequently label confusions, like as to who is entitled to claim for authorship or ownership of a thesis and

dissertation works. This raise the question, are advisers automatic co-author? Could the adviser be a corresponding author when such work has to be published?

This clause highlights the fundamental definitions and procedures of the University relating to copyright, authorship and ownership. It is intended to promote restrictions on the openness that normally characterizes property discourse. This Policy hopes to direct and provide direction to a topic that seem daunting, by virtue of its complexity. It was believed that incorporation of this Policy into the undergraduate and graduate programs will help the University to serve its function more significantly to help prepare every student for the societal roles they aspire to undertake. This part was written and included in this Policy to introduce to research-students and advisers that the works and outputs they have developed out of their thesis/dissertation shall be protected through a Copyright registration.

Sec. 2 Principles

1. The URS subscribes to the idea of recognizing the traditional practice of treating a Thesis/Dissertation student or group of students and the adviser as Author and co-Author respectively;
2. The URS encourages the students and adviser of a Thesis or Dissertation to practice full academic freedom in research writing, presentation and publication at their own initiative provided that IP right protection is secured prior to any presentation or publication;
3. The URS acknowledges the effort of a Thesis/Dissertation students and adviser who work hand in hand in order to come up with an excellent research results, thus, considered them principal owners of the work subject to agreement between them; and
4. URS provides support by recognizing the outcomes of the thesis or thesis that may have potential value for commercialization.

Sec. 3 Protection of Thesis/Dissertation- Intellectual property is the product of intellectual or creative activity that can be protected under the Law to some extent. There are various forms of legal protection, but the one which is most likely to be relevant to Thesis and Dissertation writing is the Copyright. It protects original research works and outputs saved as written materials and e-copy. It does not protect ideas, but rather the expression of such ideas. It prevents anyone from copying, publishing, translating, or broadcasting a work without the copyright owner's

permission. The Law grants intellectual property rights to authors, irrespective of their status as graduate or undergraduate students. Students have the rights for protection under the copyright or patent regimes, provided they satisfy the requirements of the IP Code.

Sec.4 Works Covered. It covers all on-going, finished and submitted Theses and Dissertations including the outputs collectively referred to in this Policy as “Research Work” prepared and submitted as a requirement of the respective courses within the URS undergraduate or graduate program.

Sec. 5 Authorship and Ownership of Copyright for Thesis/Dissertation

1. The Philippine Copyright Act provides that the author of a work has the right for copyright. Copyright of Research Work shall remain with the main Author except when he or she/they waived for its authorship and assign it to co-Author/s or to the URS through a signed and duly notarized agreement.
2. Ownership of Research Work shall remain with the main Author except when he or she/ waived for its ownership and assign it to co-Author/s or to the URS through a signed and duly notarized agreement.
3. The URS shall hold ownership of copyright for Research Work written in the course of the student's employment with the University or otherwise commissioned by the University under a written agreement with the student, where the student retains copyright authorship.

Sec. 6 Authorship issues and related concerns. It must be understood within the framework of Research policies of the URS as issued and implemented by the RDEP through the R&D Unit, it is the responsibility of every thesis/dissertation student and adviser to be aware of existing relevant policies and should be engaged in any research activities in a manner that is consistent with it.

Sec. 7 Determination of Authorship and Ownership in Case of Contributed Efforts. It is a productive collaborative activity which provides the student with the appropriate learning experience and skills required to succeed as an independent scholar. In case of research works resulting from the contribution of efforts coming from different students, authorship, whether sole or collaborative, shall remain considering the following:

1. by stipulation in the research contract if the Research Work is a recognized RDEP research project.
2. by application of the rules for joint, primary and sole authorship as determined by a presentation and publication policy for which the research work is intended.
3. through mediation which shall be facilitated by the respective Campus where the theses/dissertations originated or through RDEP division through the URS-IPTBM office if the theses/dissertations were recognized by the Research unit.

Sec. 7 Determination of Authorship in case of Presentation and Publication

If the main Author intends to present and publish research work with potential IP in any local or international conferences and research journals, it shall be disclosed first to the URS-IPO and applied for appropriate IP right registration and must follow the URS research presentation and publication protocol. Authorship for the presentation and publication depends on the agreement between the student and the adviser as main Author and the co-Author respectively. Authorship may be determined through the following;

1. Authorship depends on the specific guidelines of the host presentation institution and of the publication journal.
2. The main Author may publish the research work as sole author out of his/her own expenses, unless otherwise the accomplishment of the research work was funded by the URS. If that is the case, the URS shall identify to whom authorship may be credited to.
3. If the research work is an output of a collaborative effort, authorship shall be decided by the members of the group subject to existing University research policy.

Article XVI IP/TECHNOLOGY DISCLOSURE

In case of University funded research works, innovations, and creative works, the faculty or student researchers involved in such activities shall disclose the existence of the IP they have developed, created or innovated and assign rights of the specific work to the URS in

accordance with this Policy and other existing rules and regulations and implementing policy of the URS.

Sec. 1 Responsibilities of the Originator

1. Disclose to the University of Rizal System through its Intellectual Property Office, all significant information relevant to his/her research, creative or innovative works;
2. Keep complete all documents including notes on all experimental work, descriptions, diagrams and other data made while working in any particular research, creative or innovative works. These shall be made available for reference purposes;
3. The Originator/Creator shall fill up the Disclosure Form and provide therein all significant particulars that are relevant to assessment leading to IP registration and commercialization;
4. Assign to URS his/her rights, titles and interest of IPs through a Deed of Assignment. All assignments by the Author/Creator of IP to URS shall follow the provisions set in this IP policy;
5. All protection and transfer of IP shall be subject to a written agreement developed in accordance with this Policy and other related existing laws;
6. The Originator/Creator shall have the right to receive the share out of the proceeds resulting from commercial development by the University based on the share formula provided in this Policy;
7. The Originator/Creator shall retain his/her responsibility for the intellectual stewardship of the work, including the right to pursue related research or created activity, determine methodologies, draw conclusions and dissemination that does not breach any duty of confidentiality or violate any commitments to which the he/she has agreed.
8. The inability of the Originator/Creator to pursue the same within a reasonable period of time shall authorize the University to take over the technology to effect further development of the IP; and
9. The Originator/Creator shall assist the URS-IPO in obtaining protection for the IP and perform any obligations pertaining thereto.

10. The Originator/Creator shall submit sworn statement to the URS through the URS-IPO, prior to assumption of their duties, the list of IPs belonging to them;

11. The Originator/Creator shall bind themselves/ their heirs, successors and assignees that all matter pertaining to IPs as herein laid shall likewise be binding on them;

12. The Originator/Creator shall refrain from conducting similar researches during his/her research agreement with URS unless specifically authorized in writing by the President of the URS; and

13. The developed instructional materials (books, manuals, modules, workbook, etc.) that need to be produced and utilized by the University shall undergo evaluation and review process to be conducted by the by the Technical Review/Evaluation Committee and by the University Production Services Committee.

Article XVII COMMERCIALIZATION OF IP

Sec. 1 The University shall have the right to commercialize its IP assets in accordance with the commercialization rules and regulations stated in Republic Act 10055 the technology through transfer act and in consistency with the purpose of this policy.

Sec. 2 When commercialization is deemed necessary, the University through the URS-Intellectual Property Office, shall consult the originator(s) to systematically discuss the following:

1. Disclosure, prior arts search, patent document drafting, filing, assigning and licensing options;
2. Confidentiality and other necessary agreements;
3. Branding, trademark, packaging
4. Technology transfer, marketing and/ commercialization plan;

Sec. 3 The University shall share to the originator(s) the royalty from commercialization of the IP/technology.

Article XVIII ROYALTIES

Sec. 1 Sharing of Revenues and Royalties Out of Technology Transfer and Commercialization

In the case of the URS and technology taker(s), revenue is being considered and shared by them instead of a royalty. The revenue shall be distributed in accordance to the contract or agreement between the URS and the technology taker. The URS through its URS-IPO in coordination with the technology adopter shall determine an appropriate system for sharing of revenue out of commercialization according to the signed agreement. The URS and the technology adopter may adopt the percentage distribution as indicated below but still needs to be systematically discussed and agreed by both parties.

1. Distribution of Revenue

a. Revenue shall be distributed based on the following:

30 % is for URS
70 % is for Technology Taker/adopter

b. The revenue shall be deposited to the trust fund of URS and shall be used in support to R&D, IPRs protection registration, technology generation, transfer and commercialization undertakings. The URS shall have the preferential use of such funds to strengthen support specifically in the development of research and innovation capabilities.

d. All non-monetary revenues shall be converted to cash value and the URS shall have the discretion to determine the cash conversion value of the non-monetary benefits consistent with the signed agreement, contract and in accordance with implementing rules and regulations for RA 10055.

2. Distribution of Royalties

According to Republic Act No. 8439 otherwise known as the Magna Carta for Scientists, Engineers, Researchers and other S & T Personnel in the Government, the S & T scientists, Engineers, Researchers and other S & T Personnel shall be entitled to receive share in royalties. The share in royalties shall be on a sixty percent-forty percent (60%-40%)

basis in favor of the Government and the personnel involved in the technology generation or activity which has been produced or undertaken during the regular performance of their functions.

The URS shall follow an appropriate scheme for granting royalties to the faculty or student researchers concerned as IP originator (inventor/creator/maker/designer/author/) of the IPs or technologies derived from R&D or innovative works. Royalties out of funded commercialized R&D or innovation shall be given to them in recognition of their contribution to the URS commercialization efforts. The URS-IPO and its staff shall be given incentive for the services rendered in the management of the IP and technology of the University and preparation of IP Rights related papers and document. Thus, the URS-IPO and its support staff should receive incentive in recognition of their works contributory to the development of technology transfer and commercialization activities.

- a. Royalties for originator/creator and URS-IPO shall be taken from the 30 % revenue shares of URS out of commercialization and shall be distributed based on the signed agreement between the URS and the technology generator. An agreement shall be developed in consultation with the concerned technology generator prior to transfer and commercialization activity. The following percentage distribution may be adopted in the distribution of royalties. However, an agreement shall be developed, finalized and signed considering applicable royalty and incentive distribution.

60 % of the 30 % of the revenue share is for URS

35 % of the 30 % of the revenue share is for Originator

5 % of the 30 % of the revenue share is for URS-IPO

- b. The URS and originator/creator shall receive a percentage share and other benefits in net income revenue generated from the commercialized technology regardless of classification, subject to the terms and conditions stipulated in the signed agreement between the URS and technology generator.

- c. Share in royalties shall be obtained from the proceeds of commercialized technology. If there is more than one technology generators involved, the distribution of royalty shall be determined by them taking into consideration their respective individual contribution in the development and generation of their technology.

c. In the event of death of the originator/creator, his/her royalty shall be given to his/her heirs or assignees in accordance with existing laws. If royalty of the faculty or student-researchers cannot be distributed within five (5) years of diligent search for such heirs or assignees, it shall be reallocated under the discretion of the Board of Regents. Any person who has legal claim for any royalty shall be informed and advised to submit a letter of intent to the Office of the University President.

d. Other Incentives such as awards, prizes, honoraria and the likes to be given to the technology generator as recognition for his/her achievement in the development of the technology/IP shall not be considered part of the royalty.

Sec. 2 Royalties from University initiated Commercialization

The URS may choose to initiate the production and commercialization of funded R&D and innovation-based technologies before they are promoted or presented to potential partners. This will help the University to prepare its technologies in the form of products, processes or services prior to technology transfer. This commercialization activity will help strengthen the promotion of University's revenue generation through the help of Production Services and Corporate Business Affairs. The scheme below may be adopted by URS in giving royalty and incentive to all concerned. The distribution of royalties and incentives shall depend on the scheme as discussed and agreed by all the parties concerned.

50 % is for URS

35 % is for IP Originator

10 % is for Corporate Business Affairs

5 % is for URS-IPO

Sec. 3 Revenue, Royalty and Incentive from Commercialization of Externally funded R&D/Innovations-

Any R&D or innovation funded by an external agency or GFA shall be considered by URS in its technology transfer and commercialization efforts. The recognition of collaboration between the parties involved in R&D and innovation activities will surely generate additional revenues for the URS. Therefore, the income distribution and incentive scheme set out below is proposed as one of the options that may be adopted by the parties concerned. However, an

appropriate scheme must be determined, discussed and approved by them.

a. Distribution of Revenue

- 5 % is for External Funding Agency
- 70 % is for Technology Taker/adopter
- 25 % is for URS

b. Distribution of Royalty/ Incentive

- 30 % of the 25 % revenue share is for URS
- 65 % of the 25 % revenue share is for IP Generator
- 5 % of the 25 % revenue share is for URS-IPO

Sec. 4 The share in royalty shall be calculated from the proceeds of IP. If there is more than one IP, royalty shall be calculated for each and apportioned as stipulated in the contract. If there is more than one author/creator involved, the share of the royalty shall be divided equally, unless there is a written agreement to the contrary.

Sec. 5 Any person who has legal claims for any royalty shall submit the same in writing to the URS or through URS-IPO.

Sec. 6 The URS-IPO shall facilitate the necessary endorsement and communication to all concerned parties and offices to have the royalty resulting from the commercialization of the IP and the manner of payment of revenues to those who are entitled to the revenue shares be effectively and efficiently allotted and given to the creator subject to the University accounting procedure.

Sec. 7 Students who graduate and leave the institution are still eligible for a share of the royalty after transferring ownership of the IP to the University.

Article XIX AWARDS AND INCENTIVES

In consonance with the provisions of Section 2, RA 7459, otherwise known as the Investors and Invention Incentives Act of the Philippines, the provision of incentives to Filipino inventors, the promotion of technology and the prioritization of invention and its potential utilization shall be implemented by the government. The provision of incentive leads to the protection of the exclusive right of the invention, particularly when the

invention is beneficial to the people and contributes to national development and progress. Pursuant to the national policy, the Government shall provide a program to set up a climate conducive to invention and innovation, give encouragement and support to inventors who are creative and resourceful, as well as the imbued with a deep sense of nationalism, and maximize the capability and productivity and inventors through incentives and other forms of assistance and support.

To promote and encourage inventiveness and creativeness among faculty and student-researchers of the URS, they shall be induced to disclose R&D-based outputs provided that they are new and useful ideas, industrially applicable and with inventive steps that may help solve the problems of the URS constituents, its community and the Filipino people in general. The faculty and students as the originators of the IPs shall be recognized or rewarded in monetary terms considering the following:

- a. In case the invention or innovation has obtain patents/registration. The amount and where it will be sourced from shall be specified by the appropriate Offices of the University under certain terms and conditions;
- b. In case the invention, innovation or creative work has pending IP registration but was already utilized or commercialized within the University, provided that they are properly endorsed by the concerned Offices and acknowledged by the Office of the President through approval of their utilization, production and/or commercialization;
- c. An annual "R&D-based IP/Technology Contest" shall be conducted. Winners will be awarded with cash prizes and medals. The award shall be known as the "President Awards for Inventions and Innovations," in the field of Aquatic, Agriculture, Forestry, Business Mgt., Accountancy, ICT, Education, Engineering and Technology, Medicine, Chemistry/Physics, Public Safety and Welfare and other fields of Science which shall be open to all Faculty and Students of the URS who may submit entries in one or more fields;
- d. An appropriate IRR shall be crafted and established for the conduct of activities significant to the implementation of the

aforementioned awards and incentives-scheme. The giving of Award may form part of the University PRAISE.

Article XX

GENERAL OBLIGATIONS, CONFLICT OF INTEREST AND OF COMMITMENT

Sec. 1 If conflict arises during the course of implementation of this IP Policy, any faculty, student-researcher, visiting faculty or administrator found to have violated the implementation and non-observance of any of the contents cited in this IP Policy, shall suffer the following penalties:

1. Ineligibility for research grants from the University or any of its affiliated external funding agency partners for a period not exceeding five (5) years;
2. Automatic removal of research load credits and ineligibility to receive honorarium benefits for a period not exceeding five (5) years;
3. Removal from any University administrative position and disqualification for any administrative position for a period not exceeding five (5) years;
4. Ineligibility to submit research proposal to any external funding agencies and the opportunity to receive grant from them to finance the non-R&D projects, innovations or activities.

Article XXI

RESOLUTION OF CONFLICTS

All IP Rights related complaints must be filed in writing and addressed to the URS President, who will take appropriate action within the prescribed timeframe. All parties concerned shall be called for a meeting to resolve or settle any complaints, potential disputes and conflicts.

**Article XXII
SPECIAL SITUATIONS/EXEMPTIONS**

The URS-IPO on the recommendation of the VP for RDEP, under special circumstances, may recommend deviations from this IP Policy for a good reason. Such deviation shall require written consent of the URS President.

**Article XXIII
AMENDMENTS**

The URS-IPO Head and its Staff and the VP for RDEP shall amend, modify and/or revise this Policy every three (3) years or as it is deemed necessary. Any amendment is subject to the approval of the Board of Regents upon recommendation of the Members of the Academic Council and Administrative Council through the University President.

**Article XXIV
SEPARABILITY CLAUSE**

In the event of conflict between any provisions of this Policy and that of relevant existing laws, regulations or any other University Policy, Protocol, or Implementing Rules and Regulations, only the provision(s) affected shall be rendered ineffective.

**Article XXV
EFFECTIVITY**

This IP Policy will come into effect with the approval of the Board of Regents of the URS and 15 days after its publication on the University's official website following a broad information campaign under the guidance of URS-IPTBM Office in coordination with the various URS Campuses, Offices and Units.



4/2018/00005004

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Main Campus: URS Tanay Tel. (02) 401-4900; 401-4910; 401-4911; telefax 653-1735

Research Development Extension and Production
Intellectual Property Office
ipo@urs.edu.ph 09176376539

IP/TECHNOLOGY DISCLOSURE FORM

Pls. type inside the green box:

1. Title of Technology:

(Inventor/s, Author/s Maker/s or Designer/s)

Name:
Address:
E-mail:
Cellphone No.:

Name:
Address:
E-mail:
Cellphone No.:

2. Classification

- a useful machine
- a product
- a process
- an improvement of any of the foregoing
- microorganism
- non-biological and microbiological process

others pls. specify _____

3. Disclosure and Technical Description.

a. General purpose/objective of the invention

b. Preparation of the product

4. Status of Development

Concept only Laboratory tested
 With prototype Others (please specify) _____

5. Publication/Public Disclosure

Has the invention/utility model been described in any publication or discussed in seminars, for a public demonstration and similar activities?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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If so, where and when? Please provide details.

6. Have the Essential Elements of the Invention Been Communicated to Anyone Outside of your Laboratory, Either Orally or in Writing?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

7. What Are the Practical and Commercial Applications of the Invention?

8. Sale

Has the invention been offered for sale to the public or has sale ever been made?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

if so, where and when? Please provide details.

9. Funding of the Invention/technology

Source of funds for the development of the event

- personal
- URS funding
- other government agency
- other entity/private funding

If funded by the other government agency or other entity, please specify the terms of the formal agreement/contract with regard to intellectual property rights. A copy of the document may be attached hereto.

10. Specific objective/s of the invention/technology

11. What Are the advantages of your Patent / Creative Work/ Industrial Design / Mark over existing similar prior arts?

12. What Are the Practical and Commercial Applications of the Patents / Creative Works / Industrial Design / Mark? (e.g. what problem does it solve?)

13. Preliminary Search Report (Prior Arts Document Search)

Please use the following website for the preliminary Search

OFFICE	WEBSITE	SPECIFIC URL
US Patent and Trademark Office	www.uspto.gov	http://www.uspto.gov/patents/process/search/index.jsp
World Intellectual Property Office	www.wipo.int	http://www.wipo.int/patentscope/en/
European Patent Office	www.espacenet.com	http://worldwide.espacenet.com/?locale=en_EP
IP Philippines	www.ipophil.gov.ph	http://onlineservices.ipophil.gov.ph/ipophilsearch/patents.aspx
Google	www.google.com	https://www.google.patentsearch

Preliminary Search Result:

Website	Key words used	No. of hits

14. Closest prior art document, if any: *(from the search made, pls. cite at least two)*

15. Supporting Documents (pls put a check mark):

- Pictures, drawings, illustrations of working model, product, flowcharts or tables
- Complete list of inventor/s, author/s maker/s, or designer/s with photocopy of ID
- photocopy of Research paper, article / manuscript
- Funding-related documents
- Others: _____

16. Certification of Applicant or Applicant's Representative

- (a) Under the pain of fraud or perjury, the above information and attached documents are true and correct to the best of my/our knowledge;
- (b) All names appearing in the list are true and are the actual inventor/s, maker/s, or designer/s, and that nobody is either excluded or inappropriately included (i.e., anyone who did not contribute to the technical features of the Patent / Industrial Design / Mark for this application);
- (c) The technology/ product/process is the work of the above-named inventor/s, maker/s, or designer/s, and not copied from others.

Signature above Printed Name of Representative

This further certifies/y that:

1. The above technology/ product/process is my/our own work and not copied from others;
2. All name/s appearing in the list above and below is/are true and actual inventors for said invention/technology; and
3. The inventor/s of said invention is/are listed with nobody being excluded.

INVENTOR/S	SIGNATURE/S

It is understood by submitting this accomplished IP disclosure form, the inventor/s is/are seeking the assistance of URS in applying for IP related registration of the above-presented technology/product/process/creative work/design. The URS will through its IP Office shall treat the submitted information with utmost confidentiality. The inventor/s, author/s maker/s, or designer/s further authorized URS-IP Office/Campus Representative to conduct evaluations including prior art search, assessment of its registrability to determine its merits. Where appropriate, it is understood that the assessment shall be geared toward the preparation of the documents/papers including online filing with the IPOPHIL's e-file system.

Note:

Please send this duly accomplished Form to ipo@urs.edu.ph or submit a printed copy to the designated Head of URS-IPO at RDEP Building, URS Morong Campus/Tanay RDEP Center. For inquiry kindly contact or send message/s through 09176376539.



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Research Development Extension and Production

Intellectual Property Office

ipo@urs.edu.ph 09176376539

CREATIVE WORKS FOR COPYRIGHT DISCLOSURE FORM

Pls. type inside the yellow box

1. Title of the Creative Work:

--

3. Has the Creative Work been utilized?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

If Yes, please specify; _____

4. Classification of the Creative Work (pls. select one only and put a check on the space before the letter)

- (a) Books, Pamphlets, articles and other writings;
- (b) Periodicals and newspaper;
- (c) Lectures, sermons, addresses, dissertations for oral delivery, whether or not reduced in writing or other material form;
- (d) Letters;
- (e) Dramatic or dramatico-musical compositions; choreographic works or entertainment in dumb shows;
- (f) Musical compositions with or without words;
- (g) Works of drawing, painting, architecture, sculpture, engraving, lithography or other works of arts, model or design for works of arts;
- (h) Original ornamental designs, or models for articles of manufacture, whether or not registrable as an industrial designs and other works of applied art;
- (i) Illustrations maps, plans, sketches, charts and three-dimensional works relative to geography, topography, architecture or science;
- (j) drawings or plastic works of a scientific or technical character,
- (k) Photographic works including works produced by a process analogous to photography, lantern slide;
- (l) Audiovisual works and cinematographic works produced by a

process analogous to cinematography or any process for making audio-visual recordings;

___ (m) Pictorial illustrations and advertisements;

___ (n) Computer Programs;

___ (o) Other literary; scholarly, scientific and artistic works;

___ (P) Sound recordings, and

___ (q) Broadcast recordings

5a. Description of the Creative Work: Please provide a description of the function and use of the Creative Work.

6. Potential commercial applications/use of the Creative Work?

7. Funding Sources: (pls put a check mark)

Funding Source/s	Agency Type
Fund from other Government Agency/ies	
URS fund	
Private funds	
Personal fund	
Others (Please Specify)	

9. List of Agencies/Institutions as potential investors/partners/adopters

Name of Organization	Contact Information (email address/Tel.# or CP #)

10. Author/Creator Identification: Please include all Authors/Creators.

Note : Author/s or Creator/s associated with the development of the Creative Work must sign hereunder.

To the best of my/our knowledge, all representations and information provided in this copyright disclosure are true and complete.

<u>Author's information</u>	<u>Author's information</u>
Name:	Name:

Home Address:	Home Address:
Phone:	Phone:
E-mail:	E-mail:
Campus:	Campus:
Signature:	Signature:

<u>Author's information</u>	<u>Author's information</u>
Name:	Name:
Home Address:	Home Address:
Phone:	Phone:
E-mail:	E-mail:
Campus:	Campus:
Signature:	Signature:

Note:

Please send this duly accomplished Form to ipo@urs.edu.ph or submit a printed copy to the designated Head of URS-IPO at RDEP Building, URS Morong Campus/Tanay RDEP Center. For inquiry kindly call or send message/s through 09176376539.



4/2018/00005004

Republic of the Philippines
UNIVERSITY OF RIZAL SYSTEM

Province of Rizal
www.urs.edu.ph

ISO 9001-2015

Email Address: urmain@urs.edu.ph / urs.opmorong@gmail.com
Main Campus: URS Tanay Tel. (02) 401-4900; 401-4910; 401-4911; telefax 653-1735

Research Development Extension and Production
Intellectual Property Mgt. Office
ipo@urs.edu.ph 09176376539

NON-DISCLOSURE AGREEMENT

I hereby acknowledge and agree to the following terms and conditions:

- I. "Confidential Information" shall mean any and/or all information, know-how and data, technical or non-technical, and information relating to the Technology, disclosed by individual or parties, whether disclosed or provided in oral, written, graphic, photographic or any form.
- II. Keep confidential all information relating to the disclosed Technology, be it inventions or creative works, entitled "_____." whether disclosed electronically, orally or in writing.
- III. I will not, except as required or permitted by law, either throughout the duration of my involvement/participation to any activities related to "_____" or at any time afterwards, divulge any confidential Information to any third party; nor will I make use of such information other than in the proper, authorized performance of the task assigned. In particular, I will not use Confidential Information in a manner prejudicial or detrimental to the interest of the Disclosing Party.
- IV. I will not publish any literature, deliver any lecture or make any communication with the press, media or other such third party relating to "_____", unless I have the written permission of the Disclosing Party.
- V. I will not take photograph, make sketches or otherwise reproduce or copy details of Confidential Information unless I have written permission from the Disclosing Party.
- VI. Unless otherwise specified in writing, all Confidential Subject Matter remains the Disclosing Party's property.
- VII. I agree that the Disclosing Party may take legal proceedings against me if I am in breach of any of the undertakings set out above.
- VIII. I acknowledge that this **Non-Disclosure Agreement** shall be governed by Philippine laws.
- IX. I acknowledge that this **Non-Disclosure Agreement** shall be enforced upon signing and shall remain in force for the duration of my involvement to "_____" and shall remain in force thereafter for one year, or until an IP application is filed for the technology, product or process (Patents/Utility Model / Copyright / Industrial Design / Mark) whichever comes sooner.

Signature	
Name	
Home Address	
Contact #	
E-mail	
University/Institution	University of Rizal System
Campus	
Date	

LICENSE AGREEMENT

(Applicable for inventions, creations, and varieties)

KNOW ALL MEN BY THESE PRESENTS:

This License Agreement is made and entered into by and between:

The URS, with office address at ____ represent herein by its President hereinafter referred to URS; and _____
_____ hereinafter referred to as licensee;

WITNESSETH, THAT:

WHEREAS, the URS owns the rights to and has the right to grant license under the Intellectual Property Code of the Philippines and the Plant Variety Protection Act of 2002 of the Philippines (AS THE CASE MAY BE) of the herein intellectual property or proprietary information and wishes to have the same covered by license for public interest; and

WHEREAS, THE License wishes to obtain a license to utilize the intellectual property subject to the terms and conditions set by the licensor.

NOW, THEREFORE, for and in consideration of the foregoing and the faithful performance of the mutual covenants hereinafter set forth, parties agree follows:

ARTICLE 1 SUBJECT MATTER OF THE LICENSE

If the subject matter is registered, the Application No. ____ and priority date shall be stated. If not registered, then the name and description of the intellectual property, proprietary information, varieties or line. Proprietary information shall mean any information on all scientific, business or financial information. It also includes any and all technical data, information, materials, trade secrets, technology, formula, processes, and ideas, including any improvements thereto, in any form, owned or co- owned by or exclusively, semi-exclusively or non- exclusively licensed to any party prior to the date of this agreement or hereafter acquired by any party during the terms of this agreement)

ARTICLE II NATURE OF THE LICENSE

Section 1. URS hereby grants to the Licensee an exclusive, non- exclusive or option to license (AS THE CASE MAY BE), with or without right to sublicense, to make, have made, use, sell and lease the subject matter of this agreement.

Section 2. URS retains the right to continue to use the licensed intellectual property for any non- commercial purposes.

ARTICLE 111 NON- DISCLOSURE

Section 1. The subject matter of this agreement shall remain the property of URS and/ or agency during the affectivity of this agreement.

Section 2. Except to the extent expressly allowed under this agreement or otherwise necessary for the full exercise of the rights granted to the License, the latter shall not use the product prototype and the technical information or permit their use or any derivative thereof for any other purposes outside of this agreement without the written consent of URS.

Section 3. Access to confidential information shall be limited to key personnel of the license, in so far as necessary for the due performance of this agreement, provided the personnel are subject to the proper confidentiality undertaking consistent with this agreement. The parties also agree to agreement in confidence, to disclose them only to persons within their respective organizations having a need to know, and to furnish assurance to the other party that such persons understand this duty.

Section 4. The provisions on non- disclosure shall survive the termination of this agreement.

ARTICLE IV PAYMENT OF LICENSE FEES AND ROYALTIES

Section 1. For initial payment, the Licensee agrees to pay a licensing sign-up fee of _____ (_____)

Section 2. The Licensee shall pay URS an earned royalty of _____percent (____ %) of company's net sales of products and fifty (50%) of the sublicensing receipts, computed monthly.

Section 3. In the event any royalty is not paid as specified herein, then a compound interest of eighteen percent (18%) per annum shall be due in addition to the royalties accrued for the period or default.

ARTICLE V REPORTING AND BOOKKEEPING

Section 1. Reporting within thirty (30) days after the end of each calendar quarter, the License shall make a written report to URS on the sales of licensed intellectual property sold, leased or used by the Licensee and including the total sublicensing receipts during the same period. If there are no sales or sublicensing receipts, a statement to that effect, shall nevertheless, be made by the Licensee to

URS. At the time each report is made, the Licensee shall pay URS the royalties or other payments shown by such report to be payable hereunder.

Section 2. Books and Records, The Licensee shall keep books and records in such reasonable detail as will permit the reports provided for in the foregoing to be inspected by a representatives of URS to the extent necessary to verify the reports provided for in the foregoing section.

ARTICLE VI DUE DILIGENCE

Section 1. The Licensee shall exert its best efforts to bring the licensed intellectual property to the market through, vigorous and diligent marketing program and to continue to do so throughout the term of this agreement.

Section 2. The Licensee shall submit to URS a business plan for the development and marketing of the licensed intellectual property. A quarterly report on the implementation of the business plan shall be submitted by the Licensee to URS and/ or agency.

Section 3. The Licensee shall permit in-house inspections of company facilities by URS.

Section 4. The Licensee's failure to perform the provisions of either Section 1, 2, 3, of this article shall be a ground to terminate this agreement.

ARTICLE VI EFFECTIVITY AND TERMINATION

Section 1. This agreement shall take effect upon signing of the parties and their instrumental witnesses and shall remain effective until the expiration of the last to expire registration of the subject matter of this agreement.

Section 2. It shall not be modified, altered, or amended except upon written agreement by the parties.

Section 3. URS also reserves the right to terminate the license granted by this agreement if the Licensee is:

- a. in default in the payment of any royalty; or
- b. in default in the making of any report required herein after URS shall have given the Licensee a written notice of such default; or
- c. in default in the performance of any other material obligation contained in this agreement after URS shall have given to the Licensee written notice of such default.

Section 4. The termination of this agreement shall not in any way operate to impair or destroy any of URS's or the Licensee's right or remedy, either at law or in equity,

or to relieve the Licensee of any of its obligations to pay royalties or to comply with any other of the obligations under this agreement, accrued prior to the effective date of the termination of this agreement.

Section 5. The failure or delay by URS to exercise its rights of termination hereunder by reason of any default by the licensee in carrying out any obligation imposed by this agreement, shall not operate to prejudice URS right of termination for any other subsequent default by the Licensee.

Section 6. Upon termination of this agreement, all the licensed intellectual property shall be returned to URS by the Licensee.

ARTICLE VIII DISPUTE RESOLUTION

Section 1. This agreement sets forth the entire and understanding between the parties as to the subject matter thereof and covers all prior discussion between them.

Section 2. The parties agree that any disagreement of differences arising out of the interpretation of any of the provisions, terms and conditions of this agreement, shall be discussed, resolved or settled by the parties hereto or by their representatives through settlement or binding arbitration.

ARTICLE IX INTERPRETATION

Section 1. This agreement shall be construed in accordance with the laws of the Republic of the Philippines and the provisions of the Intellectual Property Code and the Plant Variety Protection Act on voluntary and compulsory licensing are deemed written into this agreement.

ARTICLE X WARRANTIES

Section 1. URS/ and or agency does not make any representation or warranty that the licensed intellectual property manufactured, used, sold or leased under this agreement is or will be free of claims of infringement by any other person or persons.

Section 2. The Licensee shall indemnify, hold harmless, and defend URS and its trustee, Officers, employees and agent's any and all allegations and action for death, illness, personal injury, property damage, and improper business practices arising out of the use of the licensed intellectual property.

Section 3. The Licensed intellectual property is experimental in nature and it is provided without warranty or representations of any sort, express or implied, including without limitations warranties of merchantability and fitness for a

particular purpose of non-infringement. URS makes no representation and provides warranty that the use of licenses intellectual property will not infringe any patent or propriety rights of third parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

LICENSOR : _____ LICENSEE : _____

