Manual on Rules and Regulations of the TSU IP Policy

The primary purpose of this IRR is to provide protection and incentives to encourage both the discovery and development of new knowledge and its transfer for public benefit. A secondary purpose is to enhance the generation of revenue for the University and creators. Revenues accruing to the University as a result of the commercialization of intellectual property covered in this manual will be for the purposes of advancing the University’s mission. The University is guided by the following objectives:

1. To ensure that the mission of the University is advanced;
2. To optimize the environment and incentives for research and for the creation of new knowledge at the University;
3. To bring the results of research and scholarship into practical use for the public benefit as quickly and effectively as possible;
4. To protect the interests/rights of faculty, staff, and students through their investment in research and scholarship.

Introduction and Brief History

The Board of Regents on its Special Meeting on July 30, 2007 at CHED Central Office, Pasig City, passed Resolution No.62, s.2007 approving the “Policies on Intellectual Property of the Tarlac State University”. By virtue of the TSU administrative order No. 20, s.2007 dated August 7, 2007, the “Office of the Intellectual Property” of TSU was established effective August 8, 2007 under the Office of the President then it was later placed under the Office of the Vice-President for Research, Extension, and Planning.

The establishment of the Intellectual Property policy of the University is intended to strengthen current protection of the reputation of the name “Tarlac State University” and their variations and appendages.

This is the first university-wide policy to provide the necessary protections and incentives to encourage its employees and students both in the discovery and development of new knowledge and its transfer for public benefit; and to enhance the generation of revenue for the University and creators. A description of the mechanism for distribution of revenues received from the Intellectual Property is included in the policy statement. The KISS Guide in Intellectual Property from the Intellectual Property Philippines (IPOPhil), Implementing Rules and Regulations of the University of the Philippines Los Baños, and the primer “Getting Ahead with Intellectual Property” developed by the IPOPhil and Asia-Pacific Economic Cooperation were used as references in the development of this IRR.
CHAPTER I – GENERAL PROVISIONS

Article 1

Preliminary matters

Section 1. This document shall be called and known as the “Implementing Rules and Regulations (IRR) of BOR Resolution No. 62, s. 2007 otherwise known as Policies on Intellectual Property Policy of Tarlac State University”.

Section 2. Coverage. This IRR shall cover the following:

a. All faculty and personnel researchers participating in research program, project, contract, and creative works.

b. All visiting professors participating in research program(s), project(s), contract(s), and work(s).

c. All students who will be conducting thesis/dissertations and other works.

d. All researches, research contracts, tangible research outputs or properties whether for commercial and non-commercial purposes, undertaken using university resource and including all technology transfer arrangements, done or carried out upon the approval and effectivity of these guidelines.

Section 3. Purpose. This IRR is intended as a guide in the management of Intellectual Property in the Tarlac State University.

Section 4. Definitions. The Terms and acronyms used in this IRR are defined as follows:

CDA – refers to Confidential Disclosure Agreement.

Copyright – includes literary and artistic works and the related rights of performers, producers, and broadcasters.

Creator – the person responsible in developing the Intellectual Property as defined.

Dissertation – researches created by graduate students of TSU as a requirement of the course.

Intellectual Property – refers to works or to any creation of the human mind or intellect.

Invention – a discovery or creation of a new material (either a new manufactured product, a new composition of matter, or a genetically engineered product), a new process, a new use for an existing material, or an improvement of any of these.

IP – refers to intellectual property.

IPO – refers to the Intellectual Property Office of TSU.

IPC – refers to the Intellectual Property Committee.

IRR – refers to the implementing rules and regulations of TSU IP policy.
Patent - an agreement between an inventor and the public (through the government) which provides that in return for a full public disclosure, the inventor is granted the right for a fixed period of time to exclude others from making, using, selling, or importing the described invention (a “legal monopoly”).

Research Contract – agreement made between the researcher(s) and TSU.

Research Programs – programs related to researches approved by the TSU University Research Office.

Research Projects – studies conducted by TSU employee(s)/students recognized by the University Research Office of TSU.

Royalty - a payment made to the legal owner of the patent or copyright for each article or process sold under the patent or copyright.

Service marks - is the same thing as a trademark except that it identifies and distinguishes services rather than products.

Thesis – research created by undergraduate students of TSU as requirement of the course.

Trademark (or “mark”) - includes any word, name, symbol, or design adopted and used by an individual or organization to distinguish its goods from those of others, are distinctive words or graphic symbols identifying the sources, products, producers, or distributors of goods or services.

Trade secret – refers to undisclosed information(s) regarding the intellectual property.

TSU – refers to the Tarlac State University.

UCT – refers to University Committee on Textbook

VPRED – refers to the Vice-President for Research, Extension and Development

Work – intellectual property developed by the creator.

Article 2
General Principles

Section 1. The university subscribes to a policy of recognizing the traditional academic practice of treating its constituents as creators of intellectual properties they create independently or in collaboration with others.

Section 2. The university encourages its constituents to disclose their works to the university.

Section 3. The university recognizes intellectual property rights of inventors and authors as effective ways to ensure accountability and accessibility of knowledge and technologies.
Section 4. Use of the University's name in connection with the commercialization of property by any party should be approved in writing by the University.

CHAPTER II - MANAGEMENT OF INTELLECTUAL PROPERTY

Article 1
The University Intellectual Property Office

Section 1. General Functions. The Office of the Intellectual Property shall manage the intellectual property development and protection, and technology licensing activities of the university.

Section 2. Specific Functions. The office of the intellectual property shall perform the following functions:

a. To conduct an information and education campaign on the intellectual Property Code and other laws on Intellectual Property;

b. To lead in the development, registration, and licensing of intellectual property of the University;

c. To review and recommend revisions of the policies on intellectual property; and

d. To publish a gazette for patented/copyrighted works.

Article 2
The Director of the University Intellectual Property Office

Section 1. General Functions. The Director of the Intellectual Property Office shall be responsible in the operation of the intellectual property office and the enforcement of this IRR.

Section 2. Specific Functions. The specific functions of the Director of the Office of Intellectual Property are the following:

a. Supervise the disclosure of works created and inventions conceived or already in used by creators;

b. Facilitate the preparation of agreements, affidavits, and other documents needed for the application of works and inventions for intellectual property rights;

c. Register copyrights and patents with the Intellectual Property Office Philippines (IPOPhil) on behalf of the university.

d. Undertake activities in coordination with the colleges, such as workshops and symposia to familiarize university personnel with these guidelines as well as to continually solicit feedback on its directions and implementation.

e. Formulate and recommend policies regarding IPR.
Article 3

Intellectual Property Committee

Section 1. Composition. The TSU shall create an Intellectual Property Committee (IPC) to be composed of the following:
   a. VP RED as chairman
   b. IPO in charge as vice chairman;
   c. Patent Lawyer, as member;

   Note: In the absence of a patent lawyer, a faculty from the Law Program of the University may be designated as member.

Section 2. Functions. The committee shall perform the following functions:
   a. Make arrangements for finalizing an agreement regarding the rights of the creator, the university and/or an outside funding entity, if any;
   b. Deal with reputable publishing houses in connection with the printing/publication of the work, especially with those instances where the TSU Press is not able to accommodate such work;
   c. Attend to grievances in case of disputes on claiming of rights;
   d. Evaluate and verify the right ownership of the created work and submit recommendations for request on assistance for patent application to the office of the university president.

CHAPTER III - MECHANICS OF IMPLEMENTATION OF IP

Article 1

Basic Provisions

Section 1. All works covered by this IRR are not allowed to be presented to the public without the approval of the University President and the creator(s). Violation to this provision shall be subjected to penalties as provided from Chapter 5 under Article 3 of this IRR.

Section 2. Only final theses and dissertations can be converted into journal articles or presented in any form. TSU employee(s) who contributed much to the thesis/dissertation can be recognized as editor(s) of the journal article provided that a formal consent by the student creator(s) is issued and provided further
that such has been recommended by the University Research Evaluation Committee and approved by the University President.

Section 2. Works produced with financial assistance from the UCT shall be endorsed by the same to the IPC thru the IPO Director for evaluation and review. Other works produced shall be endorsed by the URO to the IPC thru the IPO Director for evaluation and review.

Section 3. Created works that passed the evaluation and review conducted by the IPC shall be endorsed by the same to the University President. The VPRED shall prepare and submit endorsement letter to the University President for the approval of giving assistance in the application of Intellectual Property Rights to authorized agencies of the Philippine Government.

Section 4. Only created works approved by the University President shall be qualified for application on Intellectual Property Right to authorized Philippine government agencies.

Section 5. A University intellectual property gazette shall be published as an instrument in providing information to the general public.

Article 2

Procedures for Obtaining Copyrights of Works

Section 1. The process for obtaining of copyrights of works shall be consists of two phases (1) IPC level and (2) University level.

Section 2. IPC level. The following steps are involved in the process of reviewing and evaluating of works up to the IPC level:

a. Appropriate body endorses created work with required attachments to the IPO director for checking of required attachments (see section 4 under this article for the list of required attachments).

b. The IPO director confers with the creator(s), prepares, and present report to the IPC for review and evaluation of the work.

Section 3. University level. The IPC endorses the work to the University President for approval of request on assistance in the copyrighting of said work.

Section 4. Required Documents for Copyrightable Works. Following are needed in the evaluation of intellectual properties:

a. Endorsement letter from URO/UCT.

b. Research contracts/agreements if any.

c. A sample of the completed work.
Article 3
Procedures for Obtaining Patent of Works

Section 1. The process for obtaining patent of works shall be consists of two phases (1) IPC level and (2) University level.

Section 2. IPC level. The following steps are involved in the process of reviewing and evaluating of works up to the IPC level:
   a. The URO Director endorses the created work with required attachments to the IPO director for checking and verification of required attachments (see section 4 under this article for the list of required attachments).
   b. The IPO director confers with the creator(s), prepares, and present report to the IPC for review and evaluation of the work.

Section 3. University level. To avail assistance in the patenting of the work in the university level, the following steps shall be observed:
   a. The IPC presents and submits report to the patent lawyer hired by TSU for the final review of requirements and other necessary documents for IPR application to the authorized Philippine government agencies.
   b. The patent lawyer endorses the work for assistance in the patenting of said work to the VPREd.
   c. The VPREd recommends the work to the University President for approval of request for patent application assistance.

Section 4. The following required documents shall be submitted to the IPO Director for obtaining assistance from the university for Patenting of Works:
   a. Endorsement letter from URO
   b. A sample of the completed work.
   c. Deed of assignment (if the creator wishes to assign the right of patent to the university). See Attachment A for a copy of Deed of Assignment Form.
   d. Confidential disclosure agreement. See Attachment B for copy of CDA.
   e. TSU invention Disclosure Report. See Attachment C for copy of Confidential Disclosure Report Form.
   f. Other necessary documents that will be required by the patent lawyer.

Article 4
Agreements
Section 1. Deed of Assignment. Where assignment of right of patent to the university is proper, the inventor shall execute a Deed of Assignment. See Attachment A for a copy of Deed of Assignment of patent.

Section 2. Confidential Disclosure Agreement (CDA). All patent applications shall be strictly kept confidential until the patent issues. A CDA shall be obtained first before disclosing information regarding intellectual property to industry or outside party. The CDA shall be signed by the recipient of the confidential material and TSU before any information material is disclosed. The CDA shall be signed by the TSU President to be effective. See Attachment B for a copy of CDA.

Section 3. Other Agreements. In case of a need of other necessary agreements not specified in the above sections, such agreements can be entered upon the recommendation of the VPRED and approval of the University President.

Article 5
Collection, Disbursement, and Utilization of Royalties

Section 1. The collection of royalties and fees in connection with intellectual property rights shall be under the responsibility of the Administration and Billing Office.

Section 2. The proper disbursement of royalties and fees in connection with intellectual property rights shall be under the responsibility of the Budget Office of the University.

Section 3. The revenues shall accrue to the fund of the University or college/unit for use in the promotion of invention or discovery, particularly research and development.

CHAPTER IV – MONITORING, EVALUATION, AND FUNDING OF INTELLECTUAL PROPERTIES

Article 1
Monitoring and Evaluation

Section 1. Monitoring. Monitoring of intellectual properties shall be as follows:

a. The Dean of the College or Head of Unit where the creator belongs shall lead in monitoring projects/works conducted.

b. The IPC shall submit its recommendations/reports on the matter to the Office of the VPRED.

c. The VPRED recommends/submits report from the IPC to the Office of the University President.

d. In case of problem(s) encountered by concerned parties, the IPC thru the IPO director must be informed in writing for study.

Section 2. Evaluation of Intellectual Properties. In the event of evaluating intellectual properties, the IPC shall conduct evaluation and verification on the right ownership of the intellectual property.
Article 2
Funding for Intellectual Properties

Section 1. Funding of Intellectual Properties. All expenses incurred relative to the registration of intellectual properties such as filing fees and attorney’s fees prior to the generation of revenue/income therefrom, shall be charged against the university.

Section 2. Owners of Intellectual Properties Based on Contract. No allocation of research funds from the university shall be made in cases of works to be produced by collaborative efforts until and unless the provisions for ownership of intellectual property rights and ownership of resulting tangible materials, including processes for settling disputes on authorship or inventorships, shall be clearly provided in a contract.

Section 3. In charge of Budget Allocation. For the initial funding for registration expenses of patentable and copyrightable works prior to generation of revenue income, the budget office of the university shall be in charge on the allocation of budget on all needed expenses relative to the registration of copyrightable and patentable works prior to the generation of revenue/income thereto.

CHAPTER 5 – PREVILEGES AND RESPONSIBILITIES OF Creators

Article 1
Privileges and Incentives of Creators

Section 1. Patented and copyrighted works of creators can be credited for performance evaluation with incentives such as royalties.

Section 2. Creators of only patented and copyrighted works filed by the TSU Office of Intellectual Property at the Philippine Intellectual Property Office are qualified to avail of any royalties generated from their created works.

Article 2
Responsibilities of Creators
Section 1. Upon approval of the application of patent or copyright on the university level, the creator(s) shall enter into a contract or agreement with the university.

Section 2. Any use of or reference to all university funded works/research projects shall make proper acknowledgements to the university.

Section 3. Publication or presentation or use of any created works shall require the university approval and full consent of all authors of said works.

Article 3
Penalties

Section 1. Aside from penalties which may arise from the violation of any other law or university policies or guidelines, a person found to have violated any of the provisions of these guidelines shall be meted out any of the following penalties:

a. Ineligibility for research grants from the university or any of its affiliated foundations for a period not to exceed three years;

b. Automatic removal of research load credits and ineligibility to receive these benefits for a period not to exceed three years;

c. Removal from any administrative position and disqualification for any administrative position for a period not exceeding three years;

d. Ineligibility for outside teaching activities or the privilege to practice profession, for a period not exceeding three years.

Article 4
Transitory Provisions

Section 1. Effectivity. This IRR shall be effective upon approval of the TSU Board of Regents.

Section 2. Amendments. Amendments or changes in the content of this IRR will be possible after presentation and adoption of the administrative council and upon approval of the University President.

Section 3. Any existing orders promulgated prior to the approval of this IRR, that are inconsonant with any provision hereof shall be deemed superseded by this manual, unless otherwise contrary to any existing government laws or statutes governing such.
DEED OF ASSIGNMENT

Tarlac State University
DEED OF ASSIGNMENT

Republic of the Philippines)
Province of Tarlac ) S.S.
City of Tarlac )

WHEREAS, THE TARLAC STATE UNIVERSITY with principal office address at Romulo Blvd., Tarlac City and__________________________
________________________________________
(NAME(S), ADDRESS(ES) OF OTHER ASSIGNORS)
hereafter referred to as Assignors, have made in-joint ownership, application for letters patent/ did obtain
letters __________ of patent __________ of the Philippines
for ____________________________,

________________________________________
(TITLE OF INVENTION)
which bear(s) application Serial No./Letter Patent No.________ filed/issued on _____________, 20____.

WHEREAS, TARLAC STATE UNIVERSITY with principal address at Romulo Blvd., Tarlac City represented
by its ______________________________
(NAME AND ADDRESS OF ASSIGNEE)
hereinafter referred to as Assignee, is desirous of acquiring interest therein.

NOW, THEREFORE, Assignors herein, by these presents, do hereby assign and transfer unto said
Assignee the whole right and interest to the said patent application/letters patent be/are granted as fully and
entirely as the same would have been held by the Assignors herein had this assignments not been made.

This Deed of Assignment shall be subject to the University Policies, Rules and Regulations Governing
Copyrightable and Patentable Works Produced by University Personnel and Students as approved by the Board
of Regents on its Special Meeting date July 30, 2007.

DONE IN ____________________________ on ______________________.

___________________________________  _______
FOR THE TARLAC STATE UNIVERSITY  (Signature and Title, if any, of other Assignors)
CONFIDENTIAL DISCLOSURE AGREEMENT

regarding the protection of Confidential Ideas to be disclosed by the Provider to the Receiver.

PROVIDER _______________________________________________

RECEIVER _______________________________________________

EFFECTIVE DATE Of Agreement _________________________

In return for possible benefits to be received in the future, both parties (above) agree to the following Terms Of Disclosure:

1. Provider agrees to disclose Confidential Ideas which are believed by the Provider to have potential value to the Receiver.

2. Receiver agrees not to disclose any of these Confidential Ideas to any others in any way without the prior consent of the Provider.

3. Receiver agrees not to use any of these Confidential Ideas in any way without the prior consent of the Provider.

4. On request of the Provider, the Receiver shall immediately return all documents and other items associated with this Disclosure and shall not retain any unauthorized copies or likenesses.

It is understood that this Agreement does not cover ideas which were already in the Public Domain or which were already legally known to the Receiver prior to their disclosure by the Provider.

As with all legal agreements, this Agreement can be terminated or amended at any time by mutual agreement of both parties.

SIGNING FOR THE PROVIDER ________________________________

Date ________________________________

SIGNING FOR THE RECEIVER ________________________________

Date ________________________________
ATTACHMENT C
Invention Disclosure Report Form.

<table>
<thead>
<tr>
<th>TSU Invention Disclosure Report</th>
<th>Date:</th>
<th>TSU IPO Case No.</th>
</tr>
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</table>

Information in this report is supplied by the IPREC pursuant to obligations of researchers specified in the TSU Intellectual Property Policies and Procedures for University Research.

If you have questions about completing this document contact the TSU Intellectual Property Director. Please distribute copies to all individuals who worked on this invention as identified in the inventor information section of this document.

Invention Summary

Title of invention:

Technical abstract of the invention (or attach a publication or draft). This will be provided, when required, to sponsoring agencies.
What makes this invention superior to existing technology?

The invention was conceived of at least as early as:

When was the invention shown to work?

Have you disclosed this invention to anyone in a non-confidential manner?

If so, when and to whom?

If not, do you anticipate such a disclosure in the next six months (when and to whom)?

Names of Inventors: Please include the names of all TSU and any non-TSU personnel who contributed to this invention.

Inventor A

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<td>Last name:</td>
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<td>Title and department affiliations:</td>
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<td>E-mail address:</td>
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Inventor B
**Funding and Materials**

A grant, contract or cooperative agreement is a source of funds if the invention was conceived or reduced to practice in the performance of work sponsored by the funding agreement.

Which government funds contributed to making this invention?

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<th>Sponsoring Agency</th>
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Which non-government funds contributed to making this invention?

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(expand as needed for more sources)

Check if any other agreements are relevant to this invention (list):

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<th>Agreement Type</th>
<th>Other parties to agreement, and description of agreement</th>
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If none, check here________

(expand as needed for more sources)

Name of person completing this form:

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In submitting this form you are accepting the responsibility for the accuracy of the information supplied and for ensuring that all inventors will be provided with copies of this form.

Submit this report to the Tarlac State University Intellectual Property Office.
ATTACHMENT D
Process of Obtaining Assistance for Application of IPR at TSU

URO/UCT Head
Prepares & Submits endorsement letter to IPC thru the IPO Director

IPO Director
Confers with the Creator(s), prepares & presents report to IPC

IPC
IPC review and evaluates reports & endorses IP application to VPRED

Copyrightable IP

VPRED
Recommends application to the University President for approval

TSU PRESIDENT
President signs and approves application

Patent Lawyer
Review submitted requirements and prepare necessary documents for IPR application

Patentable IP