DE LA SALLE-COLLEGE OF SAINT BENILDE
INTELLECTUAL PROPERTY RIGHTS POLICY
with Implementing Rules and Regulations
2015-2017
INTELLECTUAL PROPERTY MANAGEMENT CENTER

De La Salle-College of Saint Benilde
Intellectual Property Rights Policy
with Implementing Rules and Regulations
2015-2017
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MEMORANDUM AY 2014-2015 005

26 May 2015

TO : Benildean Community

SUBJECT : De La Salle-College of Saint Benilde

Intellectual Property Rights Policy
with Implementing Rules and Regulations

This is to inform the Benildean Community of the approval and adoption of the Intellectual Property Rights Policy with Implementing Rules and Regulations effective AY 2015-2016 to 2016-2017.

As an institution of higher learning that promotes creativity and practices innovation, the IPR Policy provides the framework and mechanisms for recognizing, protecting and managing intellectual property generated in or through the College. This policy endeavors to inspire everyone to be more creative and innovative, and at the same time become more mindful of the intellectual property rights of others.

The IPR Policy and IRR will be administered by the Intellectual Property Management Center under the Office of the President and Chancellor with the support of the Office of the Vice Chancellor for Academics.

BR. DENNIS MAGBANUA, FSC
President and Chancellor
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ARTICLE 1
INTRODUCTION

With a vision-mission to “building a just and humane society by being at the forefront of innovative education that is accessible to the poor and diversely-gifted learners”, De La Salle-College of Saint Benilde (DLS-CSB) offers pioneering, non-traditional, industry-responsive, specialized courses in the fields of Hotel, Restaurant and Institution Management, Design and Arts, Multidisciplinary Studies, Management and Information Technology, Deaf Education and Applied Studies, and Continuing Professional Education to all learners. DLS-CSB recognizes that the successful attainment of this vision-mission is a collaborative effort among administrators, faculty, support staff, students, alumni, parents, and external stakeholders.

DLS-CSB is an innovative educational institution that adopts a “learner-centered” teaching philosophy, and values honesty, integrity and meritocracy. A repository of theoretical and applied knowledge and a stimulus for artistic expression and creativity, DLS-CSB acknowledges the need to institute policies for dealing with intellectual property. This handbook entitled “De La Salle-College of Saint Benilde Intellectual Property Rights Policy with Implementing Rules and Regulations 2015-2017” establishes the basic framework and mechanisms for recognizing, protecting and managing intellectual property generated in or through the College.

With the adoption of this policy De La Salle-College of Saint Benilde -

- encourages and supports the members of the Benildean Community to create, innovate and excel by pursuing their academic, creative, research and other scholarly endeavors whether independently or in collaboration with others;
recognizes and respects the intellectual property rights of authors, creators, and inventors as an effective means of maintaining accountability;

upholds its rights to identify, preserve and protect its intellectual properties particularly those generated with the substantial use of Benilde resources. Benilde resources are to be utilized primarily to advance the College’s mission and objectives;

obliges members of the Benildean Community to disclose their works to the College; and

reserves the right to grant or deny permission to any use of the name and trademarks of DLS-CSB in connection with any work or the commercialization thereof by any party.

The policy is outlined in broad terms to be comprehensive in coverage and inclusive in approach, and any doubts in the interpretation and implementation of the policy should be resolved in favor of recognizing and protecting the intellectual property rights of the owner. The policy must be read hand in hand with the implementing rules and regulations and such intellectual property guidelines as may be adopted by the College from time to time to address specific IP-related concerns. This policy shall complement existing or future policies of DLS-CSB on Research, Research Ethics and Academic Integrity, and policies on Discipline.
ARTICLE 2
COVERAGE

2.1. This policy shall apply to all faculty, both teaching faculty and academic service faculty, all students including paying undergraduate or graduate students, scholars, and student professionals, personnel which include academic service personnel, administrative staff and support staff regardless of status, rank and contract, all researchers and guests including visiting professors, exchange students, consultants and independent contractors, who are undertaking research and other scholarly or creative activities in DLS-CSB or outside DLS-CSB, under a contract with DLS-CSB or using College resources, collectively and interchangeably referred to in this policy as “members of the Benildean Community”, “members”, or “Benildeans”.

2.2. This policy covers all kinds of intellectual properties under the Intellectual Property Code of the Philippines (RA 8293), and amendments thereto, other related Philippine laws, international treaties and agreements in which the Philippines is a signatory; all artistic, creative, literary, musical, scientific, technological and innovative undertakings; and all pedagogical, scholarly works, research, whether or not covered with copyright, patent, trademark or any other IP protection, whether for academic or non-academic purposes, utilizing College resources.

2.3. This policy covers all types of intellectual property rights recognized under RA 8293 and its amendments, related Philippines laws and international treaties and agreements in which the Philippines is a signatory.
ARTICLE 3
DEFINITION OF TERMS

Unless otherwise specified or the context otherwise requires, the following terms shall be given the following meanings in this policy:

3.1. “Assignment” means the transfer by the inventor of all or a portion of his/her intellectual property rights, title and interest in the work or invention to another person or entity.


3.3. “Commissioned work” means (i) a work in which intellectual property subsists that the College specifically engages a faculty, support staff or student to create outside the scope of the said person’s duties; or (ii) a work created by a natural or juridical person upon the initiative and under the direction of the College, for the use of the College and subject to a written contract with the College; or (iii) works denominated as “work for hire”.

3.5. “Committee on Intellectual Property” refers to the committee constituted under Article 9 of this policy.

3.6. “Copyright” means the exclusive right granted to the creator of original literary, scholarly, scientific or artistic work, to restrict others from reproducing, adapting, distributing to the public, performing in public or publicly displaying the said work. It gives the creator or the assignee the legal right to determine how the work is to be used and how to obtain economic benefits from the work.
3.7. "Copyrighted work" means a work of authorship, whether original or derivative, literary or artistic in nature and which has been fixed in a tangible form, as enumerated under Sections 172 and 173 of the Intellectual Property Code of the Philippines.

3.8. "College" refers to the De La Salle–College of Saint Benilde, or DLS-CSB.

3.9. "Benilde resources" or "College resources" refer to all the resources of and support provided by the De La Salle-College of Saint Benilde not limited to financial, technical, or personnel, which are utilized by the author, creator or inventor, including Benilde facilities, materials, online resources, workspace, faculty advising/mentoring/coaching, employee or staff time/effort, laboratory and other equipment, computer hardware or software, utilities, consumables, funding, allowances, and reimbursements for research and teaching activities including travel, confidential information and Intellectual property owned by or licensed to DLS-CSB.

3.10. "Fair use" is the right to the limited use of copyrighted work without permission from the author for purposes of criticism, comment, news reporting, teaching including limited number of copies for classroom use, scholarship, research and similar purposes, and compatible with the criteria for fair use set forth in Section 185 of the Code, as amended.

3.11. "Industrial design" is 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.

3.12. "Institutional work" is a work created upon the initiative and under the direction of the College, and for the use of the College, by a person
acting within the scope of his/her employment, or subject to a written contract with the College.

3.13. “Instructional materials” are works, which are primarily used for the instruction of students. These include audiovisuals, textbooks, multimedia presentations, syllabi, handouts and study guides.

3.14. “Intellectual Property” means any property defined as such under the Intellectual Property Code of the Philippines (RA 8293) and amendments thereto, such as, but not limited to, copyright and related rights, marks, geographic indications, industrial designs, patents, patentable inventions, layout designs of integrated circuits, utility models, computer software, know-how, tangible research property, trade secrets, and plant varieties, and all other intellectual or industrial property rights either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

3.15. “Intellectual Property Management Center” or “IPMC” is the institutional center under the Office of the President of De La Salle-College of Saint Benilde created to manage Benilde IP pursuant to article 7 of this policy.

3.16. “Inventor” (used interchangeably in this policy with the terms “Author” or “Creator”) refers to the person who creates, produces, invents, designs, composes, enhances, develops, generates, makes, originates or otherwise brings into existence intellectual property.

3.17. “Invention” is the creation of a new technical idea and of the physical embodiment of the idea or means to accomplish it. To be patentable, an
invention must be new, involves an inventive step and is industrially applicable.

3.18. “License” is a grant of permission to use an intellectual property within a defined time, context, market line, or territory. A license may be exclusive or non-exclusive.

3.19. “Patent” refers to the exclusive right granted to an inventor to restrict others from making, using or selling his/her invention.

3.20. “Policy” or “IPR Policy”, or "IPRP", refers to the De La Salle-College of Saint Benilde Intellectual Property Rights Policy, as the same may be amended from time to time.

3.21. “Trademark” means a distinctive sign, symbol, design, word, letter or other device, including container and packaging, protected by law and used to identify certain goods or services from those of competitors. For purposes of the IPR policy and its implementing rules and regulations, trademarks or service marks refer to the institutional identification marks of DLS-CSB, whether or not registered or applied for Trademark registration with the IPO.

3.22. “Utility model” means an invention that does not satisfy all the requirements of patentability but has an industrial use.

3.23. “Use rights” is the non-exclusive and royalty-free, perpetual and irrevocable rights of a party to make specified uses of particular works.

3.24. “Works” refers to all works of authorship, artistic works, inventions and all other work products to which intellectual property rights may attach.
ARTICLE 4
OWNERSHIP

4.1. Patent

Rights to patent shall be owned by the inventor, except in the cases mentioned under article 4.6.

4.2. Copyright

Rights to copyright shall belong to the author or creator of the work, except in the cases mentioned under article 4.6.

a. Instructional materials

Every faculty and personnel, by virtue of his/her employment and this policy, grants to the College a non-exclusive, perpetual and royalty-free right to use instructional materials that are:

a. brought by the faculty or personnel upon his/her employment with the College, and used during the course of his/her employment; or

b. developed by the faculty or personnel during the course of his/her employment with the College.

b. Administrative works

The College owns any administration manual, guidebook, handbook, computer program or application, and similar works developed by
faculty or personnel classified in this policy as institutional works, and the intellectual properties attached to these works.

4.3. Trademarks

The College exclusively owns the trademarks, service marks, emblems, logos, symbols and other marks that it uses and distributes for purposes of institutional identification, whether registered or not. Any use, display and exploitation of the College marks must be expressly authorized by the College and must adhere to the style and usage guidelines issued by the College.

4.4. Student works

4.4.1. Coursework

Works of students submitted as coursework or in compliance to course requirements, and the intellectual property attached to these works are owned by the students, except in the instances enumerated in article 4.6 and as otherwise provided in the IPR policy and its implementing rules.

4.4.2. Agreements with third parties

Academic linkages for purposes of practicum, on-the-job training, Capstone, formal research, and similar undertakings between the College and third parties intended to expose and train students to apply classroom-based knowledge to actual industry practice and advance the total educational experience of students must be supported by a written agreement between the College and the third party, specifying among others, ownership of intellectual properties
which may be developed or produced by students in the course of the project. Where the third party requires ownership of any intellectual property developed as one of the conditions of the agreement, students must be sufficiently informed of this requirement and their written confirmation to voluntarily participate and consent to assign their intellectual property rights to the College or directly to the third party must be secured prior to commencing such activity.

4.5. Use rights of faculty and student works

Notwithstanding ownership by the inventor, author or creator of their work under the preceding articles, and unless there is an express agreement to the contrary, the College and any member of the Benildean Community is allowed, without infringing any intellectual property right, free access to and use of faculty and student works found in or made available to the College, to pursue or develop them for non-commercial, academic purposes, subject to the following rules:

4.5.1. College Use Rights

The College is granted a non-exclusive, royalty-free, perpetual and irrevocable right to make limited number of reproductions of faculty and student works, and to disseminate, exhibit, perform and utilize those reproductions for the educational mission of the College, including but not limited to scholarship, exhibition, trainings, accreditation, certification, advancement, alumni relations, sponsorships, promotion and the like; or as an example of faculty or student's work; and for inclusion in its permanent collection or archives.
4.5.2. Faculty use rights

Faculty are authorized to make limited number of reproductions of student works and to disseminate, exhibit, perform and utilize those reproductions for noncommercial academic purposes and activities of the College. Provided, that the use rights granted to faculty under this article does not extend to their personal use of the work and is coterminous with the contract of said faculty with the College.

4.5.3. Fair use of copyrighted work

Any member of the Benildean Community has the right to use copyrighted works Benilde IP as defined under article 4.6 and rule 3.3 or any of the copyrighted works of any other member of the Benildean Community without need of permission from the owner and without infringement of any copyright, for purposes of criticism, comment, news reporting, teaching including limited number of copies for classroom use, scholarship, research and similar purposes, provided that such use is consistent with the criteria for the application of fair use of a copyrighted work under Section 185 of the Code, as amended.

4.5.4. Inventor’s right to attribution and integrity of his work

Faculty, personnel and students whose works are used in accordance with this article shall receive proper attribution for their work and have the right to the integrity of their work.

4.6. Ownership by the College of Intellectual Property

4.6.1 Benilde IP
Except in the specific instances provided in this policy, or where there is an express agreement with, consent granted, release or waiver by the College, the College has the right to own all intellectual property created by students, faculty or personnel regardless of rank or status, including visitors, guests, consultants and independent contractors, when the invention or work was created, developed or produced under any of the following instances:

a. Using funds provided by the College;

b. With the substantial use of College resources;

c. In pursuance of their regular duties and responsibilities under a contract with the College;

d. When commissioned by the College, or created under the direction or control of the College in pursuit of a specific project or purpose, regardless of the source of funds or other resources;

e. When the work is a “work for hire”;

f. When the work or invention was developed by the student when he/she received financial support from the College, either in the form of a scholarship, waiver of tuition fees, stipend or allowance, regardless of the amount;
4.6.2 Other Benilde IP

Except in the specific instances provided in this policy, or where there is an express agreement with, consent granted, release or waiver by the College, the College shall likewise own all intellectual property created by students, faculty and personnel regardless of rank or status, visitors, guests, consultants and independent contractors, under any of the following instances:

a. The work or invention, despite application of the mechanisms provided under this policy, could not be determined to belong to one or a discrete number of creators, authors or inventors; and

b. Ownership of the work or invention, and/or intellectual property rights thereof has been assigned by the creator, author or inventor to the College.

4.6.3 Works funded by outside entities

Where the work or invention is funded using external resources or sponsorships the following rules shall be observed:

4.6.3.1 Where the funding or resources were obtained through the College whether wholly or partially, the College shall negotiate with the sponsor or external party the ownership of the work, the intellectual property rights thereof and royalty sharing, if any, subject to the confirmation of the Vice Chancellor and/or the President of the College. In this case, the agreement shall bind the sponsor, the College and the
authors, creators or inventors. In the absence of a negotiated agreement, all intellectual property of works the funds or resources for which were obtained by the College whether wholly or partially, shall be owned by the College.

4.6.3.2 In other cases where the work or invention was created pursuant to or is a result of a project, contract or agreement, partnership or any other form of linkage between the College and an external party, the College shall negotiate with the external party the ownership of the work and the intellectual property rights including royalty sharing, if any, subject to the confirmation of the Vice Chancellor and/or the President.

4.6.3.3 For articles 4.6.3.1 and 4.6.3.2, and where the third party requires ownership of any intellectual property developed as one of the conditions of the funding agreement, the inventor, author or creator must be sufficiently informed of this requirement and their written consent assigning their intellectual property rights to the College or directly to the third party must be secured prior to commencing such activity.

4.6.3.4 Without prejudice to the use rights reserved to the College and faculty under Art. 4.5, where the funding or resource was obtained without any participation of the College, the agreement between the sponsor or external party and the author, creator or inventor shall apply.
4.6.3.5 All contracted works by any student, faculty or personnel of the College from third parties pursuant to this article 4.6.3. must comply with the disclosure requirement under article 5 of this policy.

4.6.4. Works of consultants and independent contractors

The College shall own the works and intellectual property rights over works developed or produced by persons not employed with the College, but who are contracted to perform certain work for the College as consultant or independent contractor, unless otherwise specified in the written agreement between the parties.

4.6.5. Consulting activities of College employees

Outside professional activities of College employees that contribute to their profession are significant components of the academic exercise and an effective means for faculty and other researchers to keep abreast of research directions and priorities that exist in private industries. Consulting agreements between College employees and outside entities are personal agreements to which the College is not a party. However, it shall be the responsibility of the employee to ensure that the terms of external agreements do not create a conflict of interest or conflict of commitment with the College, and are consistent with the employee's obligations on disclosure and assignment of inventions to the College. The College through the IPMC may issue appropriate guidelines for the protection of Benilde Intellectual Property created or developed in consulting activities of College employees.
4.7. Waiver by the College of Intellectual Property Rights

4.7.1. Rights to Patent

The College may waive its rights to patent under the instances enumerated under article 4.6 in favor of the inventor and subject to the agreement, if any, entered into by the College with an outside entity or sponsor, if:

4.7.1.1. The College decides not to file a patent application or claim ownership of the patent and the inventor is prepared to do so. It shall be presumed that the College elects not to file a patent or claim ownership of the patent if no application is filed within six (6) months from the disclosure of the invention.

4.7.1.2. The waiver would enhance the transfer of technology or its access to the general public;

4.7.1.3. It is appropriate for equity considerations;

4.7.1.4. The waiver does not impair any existing obligations to third parties; and

4.7.1.5. The inventor agrees in writing, that the College shall no longer be involved to further develop the invention, whether financially or in the use of any of its resources.

The considerations under this article shall also apply to the rights of the College to other intellectual properties.
4.7.2. Copyright Ownership

The College may waive copyright ownership under the instances enumerated under article 4.6, in favor of the author or creator if:

4.7.2.1. It would enhance the transfer of technology or improve the access of the works by the public in general;

4.7.2.2. It does not impair any existing contractual obligations to third parties; and

4.7.2.3. The participation of the College in the work is acknowledged by the author or creator in all publications of the work, whether local or international.

4.7.3. Except in the case of article 4.7.1.1, all waivers by the College of Intellectual Property rights shall be confirmed by the President, upon recommendation of the Vice Chancellor.
ARTICLE 5
PRIOR DISCLOSURE REQUIREMENT

5.1. Any person covered by this policy who has developed an intellectual property over which the College claims ownership under article 4 and whether or not the same has potential commercial value, is required to promptly disclose in full all details of the intellectual property to the Intellectual Property Management Center of the College in accordance with this article.

5.2. The mandatory requirement of disclosure under article 5 also applies to any person covered by this policy who has developed or is developing a work or invention but is uncertain whether or not the College has a claim of ownership of the intellectual property.

5.3. Disclosure required under this article shall be made by submitting the completed Disclosure Form to the IPMC (see Appendix: IPM Form 001).

5.4. All exiting members of the DLS-CSB community shall execute a Manifestation that they have submitted full disclosure of any and all Intellectual Property as required under this policy (see Appendix: IPM Form 002).
ARTICLE 6
COMMERCIALIZATION

6.1. Evaluation

6.1.1. The Intellectual Property Management Center (IPMC) shall evaluate the disclosure forms submitted pursuant to Article 5, to validate the rights of the College to own the intellectual property in accordance with contracts or agreements, this policy and its implementing rules and regulations and related guidelines issued by the College, and applicable laws, and to determine whether the College should protect and/or commercialize the intellectual property. For this purpose, the College may engage the services of experts in the field to assist the College in the evaluation process.

6.1.2. The IPMC shall endeavor to inform the author or inventor of the results of its evaluation and decision within a month from the receipt of the disclosure form.

6.1.3. During the period of evaluation, the author or inventor concerned shall protect the intellectual property from public disclosure.

6.1.4. If it is determined that ownership of the invention or work and/or intellectual property belongs to the College, the author or inventor, at the College’s request, shall assign to DLS-CSB all of his/her right, title and interest in the work or invention in writing.
6.2. Commercialization

6.2.1. In cases where the College owns the intellectual property rights, it shall have the sole discretion to decide on the commercialization or use of the work or invention and related intellectual properties in accordance with the terms of this policy. For such purpose, it is free to enter into such agreements or execute such documents necessary for the commercialization of the intellectual property with third parties.

6.2.2. In the event of commercialization, the College shall make reasonable efforts to inform, and where it deems necessary, consult the author, creator or inventor of the work or invention regarding the plan of action to be taken.

6.2.3. If the College decides to commercialize or use the intellectual property, the author, creator or inventor shall support and cooperate with the College in the process of commercialization, consistent with the terms and conditions of its contractual agreement with the College.

6.3. Profit Sharing

6.3.1. DLS-CSB promotes creativity and innovation among the members of the community, and to encourage participation in this endeavor, any financial benefit from commercialization of Benilde intellectual property shall be shared by the College with the creator, author or inventor. The College reserves the right to modify this provision on profit sharing.
6.3.2. Unless otherwise agreed upon in writing, any profit earned after the deduction of all expenses incurred for the protection, development and commercialization of the intellectual property, shall be shared by the College with the author, creator or inventor of the intellectual property, in the following ratio:

a. 50% to the author/creator/inventor;

b. 15% to the author/creator/inventor’s academic program/department/office, to fund research and scholarly activities;

c. 15% to the Intellectual Property Management Center to support its core programs and activities; and

d. 20% to the College's Intellectual Property Fund dedicated to research, creative and innovative endeavors of the College.

6.3.3. The profit sharing percentages may be modified by mutual agreement among the parties.
ARTICLE 7
INTELLECTUAL PROPERTY MANAGEMENT

7.1. Intellectual Property Management Center

There shall be created, under the Office of the President, an Intellectual Property Management Center (IPMC) lead by the IPMC Director, which shall handle the development and implementation of the Benilde Intellectual Property Rights policy and its implementing rules and regulations.

7.2. Functions and responsibilities

The IPMC shall have the following principal functions and responsibilities:

7.2.1. Inform, educate and guide the Benildean Community about the IPR policy of the College and advocate intellectual property rights in general;

7.2.2. Administer and monitor the implementation of the IPR policy, and in connection therewith:

a. Formulate implementing rules and regulations and from time to time issue specific guidelines to effectively implement the Benilde IP policies.

b. Build capacity, undertake trainings and participate in conferences to keep abreast of Intellectual Property laws and best practices in IP in the academe.
c. Organize and train student IP ambassadors to assist in the promotion of the IPRP and IRR at the students’ level.

d. Administer the funds allocated for the implementation of this policy, including payments derived from commercialization.

e. Document programs and activities, and submit reports to the President.

7.2.3. Receive disclosures of works and/or inventions, determine ownership of IP in accordance with this policy and evaluate the commercial potential of the works and/or inventions;

7.2.4. Support and assist Benildean inventors, creators and authors in the protection and management of their own works and inventions;

7.2.5. Manage disputes arising from results of the evaluation of disclosures, the interpretation or implementation of the IPRP, this IRR and related rules, and assist and provide support services to the ad hoc Dispute Resolution Panel and the IP Management Committee in IP-related disputes or cases.

7.2.6. Develop, maintain and manage the DLS-CSB Intellectual Assets Inventory and Benilde IP portfolio, including technology transfer and licensing agreements, and make recommendations for consideration of the Management on matters affecting intellectual property;

7.2.7. Such other activities necessary and reasonable to perform its principal functions and responsibilities under this policy.
ARTICLE 8
IP OFFENSES

8.1. IP offenses

A violation of any of the provisions of this policy or its implementing rules and regulations, or commission of acts defined herein or in the IRR as an IP offense is a major offense. IP offenses shall be dealt with in accordance with the Students Handbook, the Staff Manual, the Teaching Faculty Manual and the Academic Service Faculty Manual, as the case may be.

8.2. Penalties

The application of the sanctions under the foregoing rules upon persons found to be in violation of this policy, shall be without prejudice to the imposition of the following penalties, as applicable:

8.2.1. Ineligibility to receive or forfeiture of financial grants of any kind from the College or its affiliate for a period not to exceed two (2) years;
8.2.2. Removal of teaching and/or research load for a period not to exceed two (2) years;
8.2.3. Forfeiture or disqualification for promotion or for any administrative position for a period of at least two (2) years.

8.3 Other sanctions

The application of the foregoing penalties is without prejudice to other sanctions and penalties that may be imposed under the policies on Academic Integrity, Research Ethics, and policies affecting Discipline.
ARTICLE 9
DISPUTE RESOLUTION

9.1. Ad hoc dispute resolution panel

A 5-member ad hoc dispute resolution panel composed of a Dean or Director, and one representative each from the administration, faculty, personnel and students shall hear, mediate or resolve any conflict or dispute arising from the determination of ownership of intellectual property, or the interpretation or implementation of any provision of the IPR policy.

9.2. Appeals

Appeals from the resolutions of the panel may be filed with the Committee on Intellectual Property.
ARTICLE 10
COMMITTEE ON INTELLECTUAL PROPERTY

10.1. Composition and term

There shall be constituted a DLS-CSB Committee on Intellectual Property composed of a Vice Chancellor as Chairman, Director of the Center for Instruction, Research and Curriculum (CIRC), a Director from the Learning Information, Systems and Services (LISS), Finance Director, and as the case may be, the Human Resources Manager, Faculty Association President, and Student Government President or Vice President. The Director of the IPMC shall also sit as ex-officio member. Members shall have a term of two (2) academic years and their appointment shall be confirmed by the President. The President may in the exercise of his discretion, change the composition of the Committee.

10.2. Functions

The Committee shall perform the following principal functions:

10.2.1. Hear and decide appeals from the decisions of the Dispute Resolution Panel.

10.2.2. Review proposed amendments to the IPR policy or IRR, for the approval of the President.

10.2.3. Such other functions affecting Benilde IP rights, as may be assigned by the President from time to time.
ARTICLE 11
FINAL PROVISIONS

11.1. Revision

This policy shall be reviewed and revised by the Committee every two years or sooner when necessary, to respond to the changing times.

11.2. Amendment

At any time or for reasons of urgency or necessity, the IPMC or the Committee on Intellectual Property, may initiate and recommend amendments to any of the provisions of the IPR policy or IRR. Any such amendment shall become effective upon the approval of the President, or at such other time as may be specified by the President.

11.3. Waiver of IPR policies

The President of DLS-CSB shall have the sole discretion to waive or modify any or all of the provisions of these intellectual property policies on a case-to-case basis if a strict application of these policies will not result to fairness and equity, or is contrary to the College's vision-mission, or unjustly defeats the potential for commercialization of the work. An exercise by the President of this prerogative in one case shall not serve as a precedent to any future or subsequent case.

11.4. Effectivity

The IPR policy shall be approved by the President and shall be effective at such time as may be specified by the President. The IPR policy and IRR shall be distributed in print and published in the College's website.
IMPLEMENTING RULES & REGULATIONS

RULE 1 – GENERAL PROVISIONS

1.1. **Title.** This document shall be known as the “Implementing Rules and Regulations of the Intellectual Property Rights Policy (IPRP-IRR) of De La Salle-College of Saint Benilde, 2015-2017 Edition”.

1.2. **Construction.** This IRR shall be interpreted liberally and all doubts in the interpretation and implementation of the IPR policy and this IRR shall be determined in favor of recognizing and protecting the intellectual property rights of the owner of the intellectual property, as these terms are discussed in the IPR policy and this IRR.

1.3. **Coverage.** Upon its approval and effectivity, this IRR shall apply to the following:

1.3.1. **Persons:** Members of the Benildean Community including -
   a. All faculty, whether teaching or in the academic service or both, regardless of status, rank, and contract.
   b. All students, graduate and undergraduate, paying and non-paying.
   c. All personnel and staff, including academic service personnel, administrative staff, and support staff, regardless of status, rank and contract.
   d. All researchers and guests, including visiting professors, exchange students, guest lecturers, consultants and independent contractors under a special contract with DLS-CSB.
1.3.2. **Matters:**

   a. All intellectual properties defined under Republic Act No. 8293 known as the “Intellectual Property Code of the Philippines” and amendments thereto, and related Philippine laws;
   
   b. All artistic, creative, literary, musical, scientific, technological and innovative undertakings expressed in a tangible form; and
   
   c. All pedagogical, scholarly works, research, including any tangible research properties, whether or not covered with copyright, patent, trademark or any other IP protection, whether for academic or non-academic purpose, utilizing College Resources.

1.3.3. **Rights:** All types of intellectual property rights recognized under Republic Act No. 8293 known as the Intellectual Property Code of the Philippines and its amendments, related Philippine laws and international treaties and agreements in which the Philippines is a signatory.

1.4. **General principles.** De La Salle-College of Saint Benilde -

   - encourages and supports the members of the Benildean Community to create, innovate and excel by pursuing their academic, creative, research and other scholarly endeavors whether independently or in collaboration with others;
   
   - recognizes and respects the intellectual property rights of authors, creators, and inventors as an effective means of maintaining accountability;
   
   - upholds its rights to identify, preserve and protect its intellectual properties particularly those generated with the substantial use of Benilde resources. Benilde resources are to be utilized primarily to advance the College's mission and objectives;
   
   - obliges members of the Benildean Community to disclose their works to the College;
reserves the right to grant or deny permission to any use of the name and trademarks of DLS-CSB in connection with any work or the commercialization thereof by any party;

1.5. **Purpose.** This IRR provides the details and mechanisms for the management, licensing and commercialization of intellectual property in De La Salle-College of Saint Benilde.

1.6. **Definition of terms.** Unless otherwise specified or the context otherwise requires, the following terms and acronyms shall be given the following meanings:

“**Author**” (used interchangeably with “Creator” or “Inventor”) refers to the natural person who creates, produces, invents, designs, composes, enhances, develops, generates, makes, originates or otherwise brings into existence intellectual property.

“**Assignment**” means the transfer by the author in writing of all or a portion of his right, title and interest in the work or invention to another person or entity.

“**Benilde intellectual property**” or “**Benilde IP**” refers to the ownership of intellectual property and related rights of De La Salle-College of Saint Benilde under article 4.6 of the IPR policy, or otherwise result from intellectual activities under or through its academic programs including research, and related services.

“**Benilde resources**” or “**College Resources**” refer to all the resources of and support provided by the De La Salle-College of Saint Benilde not limited to financial, technical, or personnel, which are utilized by the author, creator or inventor, including Benilde facilities, materials, online
resources, workspace, faculty advising/mentoring/coaching, employee or staff time/effort, laboratory and other equipment, computer hardware or software, utilities, consumables, funding, allowances, and reimbursements for research and teaching activities including travel, confidential information and Intellectual property owned by or licensed to DLS-CSB.


“Commissioned work” refers to either (i) a work in which intellectual property subsists that the College specifically engages a faculty member, personnel, staff, or student to create outside the scope of the said person’s regularly-assigned duties or responsibilities; (ii) a work created by a person upon the initiative and under the direction of the College, for the use of the College and subject to a written contract with the College; or (iii) Works denominated as “work for hire”.

“Committee on Intellectual Property” or “Committee” refers to the committee constituted under article 10 of the IPR policy.

“Copyright” means the exclusive right granted to the creator of original literary, scholarly, scientific or artistic work, to restrict others from reproducing, adapting, distributing to the public, performing in public or publicly displaying the said work. It gives the creator or the assignee the legal right to determine how the work is to be used and how to obtain economic benefits from the work.

“Copyrighted work” means a work of authorship, whether original or derivative, literary or artistic in nature and which has been fixed in a
tangible form, as enumerated under Sections 172 and 173 of the Intellectual Property Code of the Philippines, and amendments thereto.

“College” as used in the IPR policy and this IRR, is used interchangeably with “De La Salle-College of Saint Benilde”, “Benilde”, or “DLS-CSB”.

“Commercialization” means any use of intellectual property, including assignment, licensing, internal use by the College and commercialization via a spin-off enterprise or external partners under a written contract.

“Substantial use of College resources” refers to the use of Benilde resources above and beyond the type or level of resources commonly provided to a similarly situated member of the Benildean Community. Substantial use of resources also include the use of College resources that result in additional expenditure by the College, or the use of the College’s proprietary equipment, specialized resources, or other intellectual property owned by the College.

“Fair Use” is the right to the limited use of copyrighted work without permission from the author for purposes of criticism, comment, news reporting, teaching including limited number of copies for classroom use, scholarship, research and similar purposes, and compatible with the criteria for fair use set forth in Section 185 of the Code, as amended.

“Instructional Materials” are materials designed primarily to aid in the instruction of students. These include textbooks, syllabi, handouts and study guides, multimedia presentations using computer software applications and their printout.

“Intellectual Property” means any property defined as such under the Intellectual Property Code of the Philippines (RA 8293) and amendments
thereunto, such as, but not limited to, copyright and related rights, marks, geographic indications, industrial designs, patents, patentable inventions, layout designs of integrated circuits, utility models, computer software, know-how, tangible research property, trade secrets, and plant varieties, and all other intellectual or industrial property rights either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

“Intellectual Property Management Center” or “IPMC” is the Center or office created pursuant to article 7 of the IPRP.

“Inventor” (used interchangeably in this IRR with the terms “Author” or “Creator”) refers to the person who creates, produces, invents, designs, composes, enhances, develops, generates, makes, originates or otherwise brings into existence intellectual property.

“Implementing Rules” or “Implementing Rules and Regulations” or “IRR” refer to the rules and regulations implementing the IPR policy of DLS-CSB, including guidelines subsequently issued by the College.

“Patent” refers to the exclusive right granted to an inventor to restrict others from making, using or selling his/her invention.

“Policy” or “IPR policy” refers to the Intellectual Property Rights Policy of DLS-CSB and its amendments.

“Researcher” refers to any person covered by the IPRP and these Rules who uses Benilde resources and who performs any research task at
DLS-CSB or otherwise participates in any research project administered by the College, including those funded by external sponsors.

“Standard and customary resources” are those resources commonly provided or made available to similarly situated members of the Benildean Community, and/or do not entail additional expenditure by the College. They include but are not limited to, support such as workspace, library and laboratory facilities, research assistance, ordinary access to College computers and network facilities, secretarial and administrative support staff, and general supplies. In general, for any given department, unit, or individual, what constitutes a standard and customary resource will depend on the functions and responsibilities of that department, unit or individual. In case of students, except in the specific instances provided in the IPR policy, or in the absence of evidence or agreement to the contrary, their academic requirements, participation in academic and non-academic activities and other non-formalized research activities are a normal part of their educational experience and their access to College resources are considered standard and customary.

“Trademark” means a distinctive sign, symbol, design, word, letter or other device, including container and packaging, protected by law and used to identify certain goods or services from those of competitors. For purposes of the IPR policy and this IRR, trademarks or service marks refers to the institutional identification marks of DLS-CSB, whether or not registered or applied for Trademark registration with the IPO.

“Utility Model” means an invention that does not satisfy all the requirements of patentability but has an industrial use.
“Use Rights” is the non-exclusive, royalty-free, perpetual and irrevocable rights granted by the owner of the intellectual property to make specified uses of particular works.

“Works” refers to all works of authorship, artistic works, creative works, inventions and all other work products to which intellectual property rights may attach.
2.1. Disclosure requirement.

2.1.1. Purpose of Disclosure. Disclosure is necessary to properly determine the ownership, enforce protection, and establish rights and obligations of authors, creators and inventors, and to establish mechanisms in opportunities for commercialization of Benilde Intellectual Property ("Benilde IP").

2.1.2. Who must disclose. All inventors of intellectual property covered by these IRR shall disclose promptly to the College all works regarded as Benilde IP or where disclosure is mandated by contract or agreement or by existing laws.

2.1.3. How to disclose. Disclosure shall be in writing using the appropriate form provided by the IPMC, and shall be submitted by the inventor simultaneously to his/her/their Vice Chancellor or Director and the IPMC. In case of doubt as to whether intellectual property is Benilde IP or not, inventors must comply with Disclosure process under this rule for the determination of ownership.

a. Two or more creators. All inventors are required to accomplish and sign the IP Disclosure Form (See Appendix: Benilde IPM Form 001), describing therein their individual participation and contribution in the work, and the circumstances under which the work was created.

b. Contracted works. Persons holding full time permanent positions in DLS-CSB are expected to devote their efforts to the education of Benildean students and render services to the
College for the accomplishment of the College’s teaching, research, and service mission, and may not hold another appointment at another learning institution except in connection with Benilde-sponsored joint programs with that institution or other scholarly exchanges of the College, or in other exceptional cases or arrangements approved by the Dean, Vice Chancellor or the President. Ownership of intellectual property over works and inventions created pursuant to a contract between DLS-CSB and a third party shall be primarily governed by the provisions of the contract and in the absence thereof, by the IPRP and this IRR.

c. Separation from the College. All exiting members of the Benildean Community shall execute a Manifestation (See: Benilde IPM Form 002) that they have complied with the Disclosure requirement as required under these rules, as part of their final clearance.

2.1.4. When to disclose. Disclosure shall be made by the inventor at the earliest opportunity possible and not later than thirty (30) days after the invention (whether partial or complete) of the intellectual property and before any disclosure, presentation, display, performance or publication of the work to the public or attempt to distribute or commercialize the intellectual property.

2.1.5. Failure to disclose. Omission or blatant disregard of the requirement to disclose Benilde IP is an intellectual property offense under the IPR policy and shall be dealt with accordingly. Complaints involving IP offenses may be initiated by the IPMC, or any member of the Benildean Community and shall be processed following the appropriate disciplinary or administrative
procedures as defined in the Students Handbook, the Staff Handbook, Teaching Faculty Manual and the Academic Service Faculty Manual, as the case may be.

2.2. **Determination of Ownership Rights**

2.2.1. *Ownership determination.* The IPMC will review the disclosure form, and applying the provisions of the contract or agreement, if any, the IPR policy and these rules, the Code and applicable laws, shall determine:
   a. who is/are the inventors of the work
   b. who owns the intellectual property to the work

2.2.2. *Benilde IP.* Where it is established that the College has the right to own the IP, upon the College’s request each inventor shall assign to the College all of his/her/their right, title and interest in the Benilde IP. The IPMC in consultation with the Vice Chancellor concerned and where applicable, the Dean, shall determine whether the College should acquire protection or pursue licensing or commercialization of the Benilde IP, or waive its rights to the intellectual property in favor of the inventor(s). The following factors shall be considered in making such determination:
   a. the agreement of the parties if there is a contract or agreement;
   b. the vision-mission of the College; and
   c. the potential and benefit of the invention to the public.

2.2.3. *Ownership by inventor.* Ownership of intellectual property not otherwise owned by the College shall remain with the inventor(s), subject to the limited Use Rights granted to the College under the IPR policy and these rules.
2.2.4. *Notice to inventor.* The IPMC shall notify the inventor(s) in writing of the College's decision to assert or waive ownership of the intellectual property within one hundred twenty (120) days from disclosure. Within fifteen (15) calendar days from receipt of notice from the IPMC that the IP belongs to the College, the inventor who disagrees with the determination of the IPMC may file a written request for reconsideration with the IPMC, and an ad hoc committee shall be formed in accordance with the provisions of articles 9 and 10 of the IPR policy on Dispute Resolution and rule 11 herein.

2.2.5. *Waiver of Benilde IP.* If the College elects not to obtain protection or not to commercialize, or to abandon protection or commercialization, or disclaim ownership of any Benilde IP within one hundred twenty (120) calendar days from the disclosure of the inventor under rule 2.2.4, ownership of the work shall revert to the inventor, subject to the rights of any sponsor and the Use Rights granted to DLS-CSB. In cases of copyright, any waiver by the College of copyright ownership shall be in writing in favor of the author, where such waiver -

a. is consistent with and in adherence to the vision-mission of the College; or

b. would enhance the transfer of technology or improve the access of the works by the public in general, for the common good; and

c. does not impair any existing contractual obligations of the College to third parties.
2.3. **Release of Benilde Intellectual Property**

2.3.1. *Request for Release of Benilde IP.* The inventor may request the College, through the IPMC, assignment to him/her of some or all of the Benilde IP rights by submitting a formal request for a release of the Benilde IP under the following circumstances:

a. If the inventor has been notified by the IPMC of the College's decision not to obtain protection or elects not to commercialize, or to abandon protection or commercialization;

b. If the 120-day period in rule 2.2.3 has lapsed and the inventor has not received the notice from the IPMC that the College: (i) disclaims ownership of the Benilde Intellectual Property or (ii) has commenced efforts and continues to take actions to protect or commercialize the Benilde IP.

c. For reasons consistent with the College's vision-mission, and on such other meritorious grounds deemed just and equitable by the President of the College.

2.3.2. *Action to Request for Release.* Within ninety (90) calendar days from receiving the request for release from the inventor, the IPMC, upon consultation with the Vice Chancellor concerned and the approval of the President of the College, shall notify the inventor in writing that the College either –

a. waives ownership of the Benilde IP and is willing to execute a release/assignment in favor of the creator, or
b. has elected to assert its ownership rights and will obtain protection and/or pursue commercialization of the intellectual property.

2.3.3. Documentation, agreements and certifications. The IPMC shall document the release of any Benilde IP to the inventor pursuant to this rule, and execute the appropriate agreements with the inventor setting forth the terms and conditions of the release. The inventor may request for a certification from the IPMC in respect of the inventor’s ownership of the intellectual property.

2.4. Effect of Waiver, Abandonment, Assignment or Release of Benilde IP. In the event of waiver or disclaimer, abandonment or release by the College of Benilde IP under this rule, the inventor shall have the right to acquire protection and pursue commercialization including licensing of the intellectual property in the inventor’s own name, and at the inventor’s own expense. In all instances where there is a waiver, abandonment, assignment or release by the College of Benilde IP, the participation of the College in the work shall be acknowledged by the inventor in all display, distribution or publication of the work, derivative and subsequent works, locally and internationally.

2.5. Intellectual Property Audit

2.5.1. Scope. Within a reasonable period from the effectivity of these rules the IPMC shall undertake an audit and assessment of all intellectual property generated in De La Salle-College of Benilde, and shall evaluate such data to determine and assess the intellectual property portfolio of the College. All schools, departments, offices and units, shall fully cooperate and supply
the required information and data within the time period set by the IPMC.

2.5.2. **Purpose.** Results of the IP Audit shall be presented to the Academic Council and the President’s Council for reference and policy considerations.

2.5.3. **When conducted.** The IP audit shall be conducted every two years from the first audit, or as often as may be required by the President.

2.6. **Issuance of IP Guidelines.** The IPMC may from time to time and after consultation with stakeholders of the College, initiate, formulate and recommend additional guidelines, to clarify and/or aid in the proper interpretation and effective implementation of the IPR policy and this IRR.
RULE 3 – OWNERSHIP OF COPYRIGHT

3.1. **General Rule.** Rights to copyright shall be retained by the author or creator of the work, except if the work is regarded as Benilde IP or where there is an express agreement to the contrary. Any member of the Benildean Community shall be required to sign an agreement to adhere to the IPR policy and this IRR prior to undertaking any theses, Capstone project, or research, and similar activities.

3.2. **Use Rights.** In cases where the rights to copyright belong to the author or creator of the work, the College or any member of the Benildean Community is granted, without infringing any intellectual property right, free access to and use of the works, to pursue or develop them for non-commercial, academic purposes, pursuant to 4.6 of the IPR policy. In these cases, the author or creator of the work must be properly cited in any subsequent work.

3.2.1. **College use rights of faculty and students works.** The College is authorized to make limited number of reproductions of the faculty and students Works found in or made available to the College, and to disseminate, exhibit, perform and utilize those reproductions for noncommercial, academic purposes, or for scholarship, exhibition, trainings, accreditation, certification, advancement, alumni relations, sponsorships, promotion and the like; or as a representation of faculty and student work; and for inclusion in its permanent collection and/or archives.

3.2.2. **Faculty use rights of students’ works.** A faculty of the College is authorized to make limited number of reproductions of their students’ works and to disseminate, exhibit, perform and utilize those reproductions for noncommercial academic purposes or
activities of the College, or as an example of a student’s work. The use rights of students’ works granted to the faculty does not extend to personal use by the faculty, or when said faculty is no longer employed or under contract with the College.

3.2.3. **Fair use of copyrighted work.** Any member of the Benildean Community has the right to use Benilde IP as defined under article 4.6 and rule 3.3 or any of the copyrighted works of any other member of the Benildean Community without need of permission from the owner and without infringement of any copyright, for purposes of criticism, comment, news reporting, teaching including limited number of copies for classroom use, scholarship, research and similar purposes, provided that such use is consistent with the criteria for the application of fair use of a copyrighted work under Section 185 of the Code, as amended.

3.3. **Benilde copyright and related rights.** Rights to copyright and related rights shall belong to the College under any of the following circumstances:

3.3.1. using funds directly or indirectly provided by the College;

3.3.2. substantial use of College resources, subject to the following rules:
   a. Before using College funds under rule 3.3.1 or substantial use of College resources under rule 3.3.2 to develop a copyrightable work, the author/creator and the College shall enter into a written agreement setting forth the terms of –
      i. Copyright ownership
      ii. Division of royalties, in case of commercialization;
      iii. Use, revision and maintenance.
b. Where College funds under rule 3.3.1 or substantial use of College resources under rule 3.3.2 were used to develop a copyrightable work without a written agreement, the College, may, in its discretion, claim copyright ownership and/or a share of royalties.

c. Written agreements under rules 3.3.1 and 3.3.2. must be endorsed in writing by the head of the office/department, the Dean, the Vice-Chancellor concerned and the President, and filed with the IPMC.

3.3.3. when the work was commissioned by the College for the use of the College, or created under the direction or control of the College in pursuit of a specific project or purpose, regardless of the source of funds or other resources;

3.3.4. when the work is a “work for hire”;

3.3.5. instructional, training, administrative, process or system manuals or modules, guidebooks, handbooks and similar materials in whatever tangible form, created as part of the regularly-assigned duties of a College employee, including those developed under the Faculty Research Program, output of Student-Assistants (SAs) as part of their assigned-duties.

3.3.6. when the work, despite application of the mechanisms provided under the IPR policy and this IRR, could not be determined to belong to one or a discrete number of creators;

3.3.7. when the author or creator of the work cannot be determined after the College announced to the community the existence of
such work, and despite exerting reasonable efforts no one claims ownership over the work after sixty (60) days from notice;

3.3.8. in case of students works, the work was created, developed or produced when the student received financial support from the College either in the form of scholarship or waiver of tuition fees (full or partial), stipend or allowance regardless of the amount, or where there was substantial use by the student of College resources above and beyond what is normally allocated to students;

3.3.9. ownership of the work and/or copyright thereof has been assigned by the author or creator to the College; and

3.3.10. other cases analogous to the foregoing.

3.4. **Multiple authors or creators.** In case of multiple authors or creators, ownership of the right to copyright shall be determined by the agreement of the parties. In the absence of stipulation, the IPMC may assist the parties in determining their respective ownership in the work upon compliance to Disclosure requirements. In case the authors or creators cannot agree or their specific contributions were not determined, they shall be considered to have equal shares in the ownership of the intellectual property.

3.5. **Copyrighted works funded by outside entities.**

3.5.1. *Works covered by agreements between author/creator with third parties.* If the work was created or developed pursuant or related to an undertaking covered by an external agreement between the author or creator and a third party using funding or sources
obtained without any participation of the College, the terms of the agreement between the author or creator and the third party shall apply. In the absence of any contrary provision in the agreement, these policies shall apply to externally funded or sponsored research.

3.5.2. *Works funded through the College.* Where the funding or source was obtained through the College whether wholly or partially, the following rules shall be observed:

a. The College shall negotiate with the third party/sponsor/funder and terms of the agreement between the College and the sponsor with respect to the ownership of the work, the intellectual property rights thereof, and royalty sharing if applicable.

b. The agreement shall bind the sponsor, the College and the participating authors, creators or inventors. In the absence of a negotiated agreement, all intellectual property of works the funds for which were sourced by the College whether wholly or partially, shall be owned by the College.

c. In any invention, work or creative undertaking funded through the College, participating authors, creators or inventors must be informed prior to their participation of the terms and conditions of the ownership of intellectual property, and when required by the terms of the agreement, shall expressly assign any and all of their intellectual property rights to the College prior to the start of any work or undertaking.
3.6. **Students Works.**

3.6.1. *General Rule.* Works of students which are submitted as class assignments and coursework, including theses and Capstone projects are owned by the students for as long as they are not regarded as Benilde IP under article 4.6. of the IPR policy and 3.3. of these rules. Notwithstanding copyright ownership by the students of their work, the College or any member of the Benildean Community is granted Use Rights under article 4.5 of the IPR policy and rule 3.2 of this IRR, and may exercise rights to fair use. In any exercise of Use Rights, the author or creator shall be properly cited in any subsequent work.

3.6.2. *Mentoring and student advising.* Students retain rights to copyright to their work wherein College faculty, personnel or staff provided customary mentoring or advising as part of their regularly-assigned duties. Otherwise, and where the mentor’s/adviser’s contribution is considered to be above and beyond what is expected and customary for mentoring and advising as College faculty/personnel/staff, and where such contribution was a significant factor to the development of the student’s work, the faculty/personnel/staff and the student must enter into an agreement specifying the ownership of the intellectual property including any assignment, and any sharing of royalties accruing to the authors/creators in the event of commercialization. In the absence of such agreement or any other proof to the contrary, the student will be considered to own the copyright to the work. In cases of Benilde IP, the faculty/personnel/staff acting as mentor/adviser and the student concerned shall specify in writing their respective contributions to the work following the Disclosure procedures under rule 2, noted by the Program
Chairperson and Dean, prior to the mentoring or advising engagement.

3.6.3. *Agreements with third parties.* Academic linkages for purposes of practicum, on-the-job training, Capstone, formal research, and similar undertakings between the College and third parties intended to expose and train students to apply classroom-based knowledge to actual industry practice and advance the total educational experience of students must be supported by a written agreement between the College and the third party, specifying among others, ownership of intellectual properties which may be developed or produced by students in the course of the project. Where the third party requires ownership of any intellectual property developed as one of the conditions of the agreement, students must be sufficiently informed of this requirement and their written confirmation to voluntarily participate and consent to assign their intellectual property rights to the College or directly to the third party must be secured prior to commencing such activity.

3.7. **Faculty Works.** The faculty will continue to hold copyright for original works of authorship that are developed in their roles as teachers and scholars including material such as books, workbooks, study guides, handouts, music and performances, and other literary, scholarly, and artistic works, for as long as they are not regarded as Benilde IP under article 4.6 and 3.3. of these rules. Notwithstanding copyright ownership by the faculty of their work, the College or any member of the Benildean Community is granted Use Rights pursuant to article 4.5 of the IPR policy and 3.2 of this rules, and subject to the principles of fair use. In any exercise of Use Rights, the author or creator shall be properly cited in any subsequent work.
3.8 **Research.** The College administers research programs intended to promote and nurture a culture of research in the institution, and grants incentives to members of the Benildean community who pursue high-quality and meaningful research undertakings. The right to copyright for formal research work shall remain with the author, subject to Use Rights and rules on fair use. Provided, that for research covered under the research programs of the College, or awarded with research grants or incentives from or through the College, the following minimum conditions shall be embodied in the written agreement for compliance of the researcher:

   a. their primary or sole affiliation, as the case may be, of the research proponents/presenters/awardees must be De La Salle-College of Saint Benilde;

   b. a copy of the final output must be submitted to the College;

   c. properly acknowledge De La Salle-College of Saint Benilde in the first and subsequent publications, written or online, and public exhibitions of the final output;

   d. participate in the research colloquium of the College.

3.9 **Consultants and Independent Contractors.**

3.9.1. *Consultants and independent contractors of the College.* Unless otherwise specified in writing, the College shall own the works and rights to copyright over works developed or produced by persons who are contracted to perform certain work for the College as consultant or independent contractor, where the work
or invention results directly or indirectly from contractual obligations.

3.9.2. Consulting activities of Benildean employees. Outside professional activities of College employees that contribute to their profession is a significant component of the academic exercise and an effective means for faculty and other researchers to keep abreast of research directions and priorities that exist in private industries. Consulting agreements between College employees and outside entities are personal agreements to which the College is not a party. The College will not claim rights to copyright provided the following rules are observed:

a. that the terms of external agreements do not create a conflict of interest or conflict of commitment with the College;

b. the external agreement is consistent with the employee’s obligations on disclosure and assignment of inventions to the College;

c. College resources were not utilized by the employee.
4.1. **Copyrighted work.** Original intellectual creations in the literary and artistic domain are copyright protected from the moment of their creation and expression in a tangible form.

4.2. **Deposit of copyrighted work.** Registration and deposit of copyrighted work with the National Library, Intellectual Property Office of the Philippines or the Supreme Court is a prima facie evidence of copyright ownership.

4.2.1. *Who may file.* The owner of the copyright, whether DLS-CSB, the faculty, personnel, staff or student, may request the assistance and guidance of the IPMC in writing, in applying for copyright registration with the National Library or the Intellectual Property Office of the Philippines, or the Supreme Court, as applicable.

4.2.2. *Costs of application.* Where the copyright is owned other than by the College, all fees and expenses related to the application of the owner seeking assistance from the IPMC shall be borne by the owner. The IPMC may impose reasonable service fees, which fees shall be approved by the President. In case of Benilde IP or in cases where the author or creator assigns the intellectual property to the College wholly, the College will bear the costs of the expenses, and pro-rata with the author/creator in cases of partial assignment.

4.2.3. *Royalties.* Where the author/creator assigns the copyright to the College, the College will share royalties to the author/creator in the event of commercialization of the intellectual property, in accordance with article 6 of the IPR policy and rule 9.
4.2.4. *Data, information and documents.* Where the owner of the intellectual property other than the College seeks the assistance of the IPMC in copyright application, the owner shall cooperate with and submit all necessary documents and complete all forms required by the IPMC related to the application.
RULE 5 – OWNERSHIP OF INVENTIONS

5.1. **General Rule.** Rights to patent shall belong to the inventor of the work except if the work is regarded as Benilde IP under rule 5.3.

5.2. **Use Rights.** In cases where the rights to patent belong to the inventor of the work, the College or any member of the Benildean Community is granted Use Rights, pursuant to article 4.5 of the IPR policy.

5.3. **Benilde Inventions.** Rights to patent shall belong to the College, where the invention was developed under any of the following circumstances:

5.3.1. as part of the regularly-assigned duties of the inventor, including those developed by Student Assistants (SAs) and/or Student-Trainees, as part of their regularly-assigned duties;

5.3.2. using funds directly or indirectly provided by the College, or funds administered by or through the College;

5.3.3. substantial use of College resources;

5.3.4. when commissioned by the College, or created under the direction or control of the College in pursuit of a specific project or purpose, regardless of the source of funds or other resources;

5.3.5. when the work is a “work for hire”;

5.3.6. when the invention, despite application of the mechanisms provided under the IPRP and this IRR, could not be determined to belong to one or a discrete number of inventors;
5.3.7. when the inventor of the work cannot be determined after the College announced to the community the existence of such invention, and despite exerting reasonable efforts no one claims ownership over the work after sixty (60) days from notice;

5.3.8. in case of student works, the invention was developed when the student received financial support from the College either in the form of scholarship or waiver of tuition fees (full or partial), stipend or allowance regardless of the amount;

5.3.9. ownership of the invention and rights to patent thereof has been assigned by the inventor to the College.

5.4. **Inventions funded by outside entities.**

5.4.1. *Inventions covered by agreements between inventor and third parties.* If the patentable invention was created or developed pursuant or related to an undertaking covered by an external agreement between the inventor and a third party using funding or sources obtained without any participation of the College, the terms of the agreement between the inventor and the third party shall apply. In the absence of any contrary provision in the agreement, the IPR policy and IRR of DLS-CSB shall apply to externally funded or sponsored research.

5.4.2. *Inventions funded through the College.* Where the funding or resource for the development of the patentable invention was obtained through or administered by the College whether wholly or partially, the terms of the agreement between the College and the sponsor with respect to the ownership of the invention, the intellectual property rights thereof and royalty sharing shall
prevail. In this case, the agreement shall bind the sponsor, the College and inventors. In the absence of a negotiated agreement, all intellectual property of inventions the funds for which were sourced or administered by or through the College whether wholly or partially, shall be owned by the College.

5.5. **Student works.**

5.5.1. **General Rule.** Inventions of students submitted as class assignments or in compliance to course requirements are owned by the students for as long as they are not regarded as Benilde IP under article 4.6 of the IPR policy. Notwithstanding ownership by the students of their work, the College or any member of the Benildean Community is granted, without infringing any intellectual property right, free access to and use of the works, to pursue or develop them for non-commercial, academic purposes, pursuant to article 4.5 of the IPR policy. In these cases, the inventor of the work must be properly cited in any use or exhibition of the work.

5.5.2. **Mentoring and student advising.** Students retain rights to patent to their inventions wherein College faculty, personnel or staff provided customary mentoring or advising as part of their regularly-assigned duties. Otherwise, and where the mentor’s/adviser’s contribution is considered to be above and beyond what is expected and customary for mentoring and advising as College faculty/personnel/staff, and where such contribution substantially contributed to the development of the student’s work, the faculty/personnel/staff and the student must enter into an agreement specifying the ownership of the intellectual property including any assignment, and any sharing
of royalties accruing to the inventors in the event of commercialization. In the absence of such agreement or any other proof to the contrary, the student will be considered to own the rights to patent to the work. In cases of Benilde IP, the faculty/personnel/staff acting as mentor/adviser and the student concerned shall specify in writing their respective contributions to the work following the Disclosure procedures, noted by the Program Chairperson and Dean, prior to the mentoring or advising engagement.

5.5.3. **Agreements with third parties.** Academic linkages for purposes of practicum, on-the-job training, Capstone, formal research, and similar undertakings between the College and third parties intended to expose and train students to apply classroom-based knowledge to actual industry practice and advance the total educational experience of students must be supported by a written agreement between the College and the third party, specifying among others, ownership of intellectual properties which may be developed or produced by students in the course of the project. Where the third party requires ownership of any intellectual property developed as one of the conditions of the agreement, students must be sufficiently informed of this requirement and their written confirmation to voluntarily participate and consent to assign their intellectual property rights to the College or directly to the third party must be secured prior to commencing such activity.

5.6. **Consultants and Independent Contractors.**

5.6.1. **Consultants and independent contractors of the College.** Unless otherwise specified in writing, the College shall own the invention
and rights to patent over the works of persons not employed with the College and who are contracted to perform work for and render service to the College related or resulting to the invention, as a consultant or independent contractor.

5.6.2. Consulting activities of Benildean employees. Outside professional activity of College employees that contribute to their profession is a significant component of the academic exercise and an effective means for faculty and other researchers to keep abreast of research directions and priorities that exist in private industries. Consulting agreements between College employees and outside entities are personal agreements to which the College is not a party. The College will not claim rights to patent provided the following rules are observed:

a. that the terms of external agreements do not create a conflict of interest or conflict of commitment with the College;

b. the external agreement is consistent with the employee's obligations on disclosure and assignment of inventions to the College;

c. College resources were not utilized by the employee.
RULE 6 – PATENT APPLICATION

6.1. **Who may file.** The owner of the invention, whether DLS-CSB, faculty, personnel, staff or student, may request the assistance and guidance of the IPMC in the drafting and filing a patent application.

6.2. **Costs of application.** Where the right to patent belongs to the inventor, all fees and expenses related to the application for patent shall be borne by the inventor. The IPMC may impose reasonable service fees to cover filing costs and expenses. In case of Benilde IP or in cases where the inventor assigns the intellectual property to the College wholly, the College will bear the costs of the application, and pro-rata in cases of partial assignment.

6.3. **Royalties.** Where the inventor assigns the intellectual property rights to the College, the provisions of article 6 of the IPR policy in relation to rule 9 shall apply in case royalties are generated from commercialization.

6.4. **Data, information and documents.** Where the owner of the invention seeks the assistance of the IPMC in applying for a patent, the owner shall cooperate with and submit all necessary documents and complete all forms required by the IPMC related to the patent application.

6.5. **Prior art search.** Before submitting the data, information and documents required in rule 6.4, the owner must make a prior art search to ensure that his/her invention is novel.

6.6. **Patent application with IPO Philippines.** The IPMC may assist inventors and owners of inventions in filing patent applications with the IPO Philippines. When necessary in the interest of time and to access patent resources, the IPMC may also engage the services of accredited
Innovation and Technology Support Services (ITSOs), patent agents and law firms to conduct the drafting and filing of patent applications under this rule.
RULE 7 – TRADEMARKS

7.1. **Benilde marks.** The trademarks and service marks covered by the IPR policy and this IRR cover only the institutional identification marks of the College, including trade or service marks relating to its educational programs and services, and related goods distributed, whether or not registered or applied for registration with the IPO. These include names, signs and symbols, and other distinguishing marks adopted in connection with College activities and events.

7.2. **Use of Benilde marks.** Benilde marks shall be used only with the express permission of the College and in accordance with the usage policy of the College.

7.2.1. *License Agreements with External Parties.* Benilde schools, departments, units, faculty, personnel and students shall inform and consult the IPMC before entering into any agreement allowing external parties to use Benilde Marks for whatever purpose. In case of commercial use, the IPMC shall determine and make recommendations on the imposition of royalties on products and services bearing Benilde marks and used under license from the College. Royalties from licensing agreements shall be utilized in accordance with the provisions of rule 9.

7.2.2. *Internal Use of Benilde Marks.* Non-commercial, academic use of Benilde marks by any member of the Benildean Community must be consistent with the existing policies of the College applicable to institutional identification.
RULE 8 – ASSIGNMENT, COMMERCIALIZATION & LICENSING
OF BENILDE INTELLECTUAL PROPERTY

8.1. Assignment of Royalties. In case of commercialization of Benilde IP where profits are realized and unless there is a written agreement to the contrary, the College shall assign royalty shares to the author/creator/inventor in accordance with article 6 of the IPR policy and subject to rule 9 of this IRR.

8.2. Assignment of IP Rights. In cases of Benilde IP, the College through the President, may, at its own discretion, assign the rights of ownership to intellectual property to the inventor or to any third person in writing, and signed by the President representing the College as assignor, and the inventor or third person as assignee. No assignment shall be effective as against the College unless there is an agreement in writing.

8.3. Assignment of IP to the College. In cases of Benilde IP, the author/creator/inventor shall execute a deed of assignment of intellectual property rights together with the disclosure form required under rule 2. The author/creator/inventor shall cooperate and assist the College in the application for protection, including submission of the necessary documentation and agreements to clearly declare the ownership of the Intellectual Property pursuant to the IP policies. (See Benilde IPM Form 003).

8.4. Costs of Protection. DLS-CSB shall shoulder the costs for protection of Benilde IP, unless there is a written agreement to the contrary such as in cases of externally-funded works through the College. In the event of commercialization, the College shall be entitled to reimbursement for the costs of protection in accordance with article 6 of the IPR policy and rule 9.
8.5. **Commercialization and licensing.** The IPMC shall evaluate the feasibility of any Benilde IP for commercialization and submit its recommendation to the President for approval. The author/creator/inventor shall assist and cooperate with the College in the possible commercialization of any Benilde IP, including identifying parties having an interest in using, developing, or commercializing Benilde IP.
9.1. **Policy.** DLS-CSB promotes creativity and innovation among the members of the community, and to encourage participation to this endeavor, any financial benefit from commercialization of intellectual property will be shared by the College with the creator, author or inventor. The College reserves the right to modify this rule on profit sharing in accordance with article 6 of the IPR policy.

9.2. **Profit-sharing.** The terms of the agreement of externally-funded works and inventions, or the terms of the agreement between the College and the author/creator/inventor shall apply with respect to the sharing of royalties. In the absence of any agreement, gross income generated from commercialization of Benilde IP shall be distributed according to the following order:

9.2.1. To pay or reimburse the expenses incurred by the College for the management, protection and commercialization of the intellectual property;

9.2.2. After deducting expenses in rule 9.2.1, fifty percent (50%) of the revenue shall be granted to the author/creator/inventor;

9.2.3. The remaining income after deductions under rules 9.2.1 and 9.2.2 shall be distributed as follows:

a. fifteen percent (15%) to the author/creator/inventor’s academic program/department, or office, as the case may be, to support research, scholarly and innovative endeavours;
b. fifteen percent (15%) to the Intellectual Property Management Center to fund the management, protection, prosecution, maintenance and commercialization of Benilde IP, and to support continuing IP education and awareness programs in DLS-CSB; and

c. the remaining twenty percent (20%) shall be set aside and deposited to an Intellectual Property Fund at the College to be dedicated for research, creative and innovative programs and activities of the College.

9.3. **Multiple Authors/Creators/Inventors.** In the absence of any written agreement between and among multiple authors/creators/inventors with respect to their sharing of revenues from commercialization of Intellectual Property, royalties shall be shared equally among them.
RULE 10 – BENILDE INTELLECTUAL PROPERTY MANAGEMENT CENTER (IPMC)

10.1. **General Functions.** The Intellectual Property Management Center (IPMC) is hereby created under the Office of the President pursuant to article 7 of the IPR policy, with oversight of the Office of the Vice Chancellor for Academics during its initial year of operation or as deemed necessary by the President. The IPMC shall manage the development, protection, registration and licensing of all Benilde intellectual property, and shall administer the IPR policy and this IRR.

10.2. **Specific Functions.** The IPMC shall have the following functions and responsibilities:

10.2.1. Inform, educate and guide the Benildean Community about the IPR policy of the College and advocate intellectual property rights in general;

10.2.2. Administer and monitor the implementation of the IPR policy, and in connection therewith:

   a. Formulate implementing rules and regulations and from time to time issue specific guidelines to effectively implement the Benilde IP policies.

   b. Build capacity, undertake trainings and participate in conferences to keep abreast of Intellectual Property laws and best practices in IP in the academe.

   c. Organize and train student IP ambassadors to assist in the promotion of the IPRP and IRR at the students’ level.
d. Administer the funds allocated for the implementation of the IPR policy, including any share in the proceeds of commercialization, in accordance with the duly approved plans and programs of the office.

e. Document programs and activities, and submit reports to the President.

10.2.3. Receive disclosures of works and/or inventions, determine ownership of IP in accordance with this policy and evaluate the commercial potential of the works and/or inventions;

10.2.4. Support and assist Benildean inventors, creators and authors in the protection and management of their own works and inventions;

10.2.5. Manage disputes arising from the evaluation of disclosures, the interpretation or implementation of the IPRP, this IRR and related rules, and assist and provide support services to the ad hoc Dispute Resolution Panel and the IP Management Committee in IP-related disputes or cases.

10.2.6. Develop, maintain and manage the DLS-CSB Intellectual Assets Inventory and manage the Benilde IP portfolio, including copyrights, trademarks, patents, technology transfer and licensing agreements, and make recommendations for consideration of the Management on matters affecting intellectual property, and in this connection:

   a. Draft, file and process applications for registration of Benilde IP with the Intellectual Property Office (IPO) of
the Philippines and where necessary, international IP offices;

b. Advise authors/creators/inventors, Deans, Vice-Chancellors, office managers and directors, on intellectual properties developed in their respective areas, and the application of the IP policies of the College to these works.

c. Oversee linkages and opportunities for innovation and commercialization of IP in cooperation with the Office of the Vice Chancellor for Advancement.

d. Collaborate with internal and external stakeholders, negotiate and manage all contracts and agreements with respect to the College IP assets, including licensing agreements;

e. Discuss and negotiate with DLS-CSB inventors and authors on the development of independently owned technologies if determined to be with commercial potential, for purpose of registration, licensing or joint venture arrangements;

10.2.7. To conduct such other activities necessary and reasonable to perform its principal functions and responsibilities under the IPR policy and IRR, or as may be directed by the President.
10.3. **IPMC Director**

10.3.1. *General Functions.* The Director of the IPMC shall be primarily responsible for the effective and efficient operation of the IPMC, and implementing and enforcing the IPR policy, this IRR, and IP guidelines.

10.3.2. *Specific Functions.* The specific functions of the Director of the IPMC include the following:

a. Evaluate the works disclosed by authors and determine the IP rights in accordance with the IPRP and this IRR.

b. Manage the preparation of agreements, forms, and other documents necessary to facilitate the registration of IP rights, assignments, licensing and technology transfer.

c. Register Benilde IP with the Intellectual Property Office of the Philippines (IPOPhil) on behalf of DLS-CSB.

d. Advise authors/creators/inventors, Deans, Vice-Chancellors, office managers and directors, on the management of intellectual properties developed in their respective areas, and the application of the IP policies of the College to these works.

e. Initiate, and in coordination with the pertinent offices and persons of DLS-CSB, execute plans and programs for the effective implementation of the IPRP and its IRR.
f. Recommend amendments to the IPRP and implementing rules, and formulate supplemental rules and guidelines.

h. Coordinate with and submit recommendations to the Office of the President, IP Committee, Vice Chancellors and other pertinent offices of DLS-CSB, for the effective integration of IP policies in the academics and over-all operations of the DLS-CSB.

i. Perform such other functions and activities necessary and reasonable to allow the IPMC to fulfill its general and specific functions, or as may be directed by the President.

10.4. The Committee on Intellectual Property (CIP).

10.4.1. Composition. The Committee on Intellectual Property shall be composed of a Vice Chancellor as Chairman, Director of the Center for Instruction, Research and Curriculum (CIRC), a Director from the Learning Information, Systems and Services (LISS), Finance Director, and as the case may be, the Human Resources Manager, Faculty Association President, or Student Government President or Vice President. The Director of the IPMC shall also sit as ex-officio member. Members shall have a term of two (2) academic years and their appointment shall be confirmed by the President. The President may in the exercise of his discretion, change the composition of the Committee. Where any member is unavailable or in cases of conflict, the member may designate his/her authorized
representative(s) to sit in the CIP, to be confirmed by the Chairman.

10.4.2. Decision of the CIP. The members shall endeavor to decide appeals by consensus, taking into consideration the vision-mission of the College and policy objectives of the IPR policy. The IPMC Director shall not vote, but shall sit in the CIP as a resource person. Decisions of the CIP may be brought to the President on final appeal.

10.4.3. Functions. The CIP shall perform the following functions:

a. Hear and decide appeals from the decisions of the Dispute Resolution Panel.

b. Review proposed amendments or initiate amendments to the IPR policy or IRR, for the approval of the President.

c. Such other functions affecting Benilde IP rights, as may be assigned by the President from time to time.
RULE 11 – DISPUTE RESOLUTION

11.1. **Ad Hoc Dispute Resolution Panel.** The IPMC shall constitute the Ad Hoc Dispute Resolution Panel within seven (7) days from the receipt of a written request for reconsideration from the inventor pursuant to rule 2.2.4 or as soon as practicable, and in other cases where there is a conflict or dispute arising from the interpretation or implementation of the IPR policy, IRR, and related rules, including but not limited to issues affecting ownership of IP.

11.2. **Composition.** The IPMC shall constitute a 5-member ad hoc dispute resolution panel composed of the following:
   a. a Dean or Director, to act as Chairman
   b. a faculty representative
   c. an administration representative
   d. a personnel representative, and
   e. a student representative

11.3. **Procedure.** The Panel shall endeavor to convene, hear, mediate and resolve the conflict or dispute within thirty (30) days from receipt of notice of the constitution of the Ad Hoc Dispute Panel. With due regard to the basic requirements of due process, the Panel shall implement such procedures, and require the submission of documents and evidences it may deem necessary to resolve the dispute or conflict within a reasonable time.

11.4. **Findings of the ad hoc panel.** The written findings of the Ad Hoc Dispute Resolution Panel including recommendations shall be provided to the party requesting for reconsideration under rule 2.2.4. or to the parties to the dispute or conflict, and the IPMC.
11.5. **Appeals.** Decisions of the Dispute Resolution Panel may be appealed to Committee on Intellectual Property within fifteen (15) days from receipt of the Panel’s decision. Otherwise, the decision of the Panel shall be deemed final.
RULE 12 – CONFIDENTIALITY OF INFORMATION

12.1. **General policy on confidentiality and non-disclosure.** To protect the rights of inventors and researchers and preserve opportunities for IP registration and commercialization, every person covered by the Intellectual Property Rights Policy of DLS-CSB is duty-bound to maintain the confidentiality of all information affecting research and inventions including processes and information within the College that are necessary to protect Benilde IP. In case of doubt as to the nature of the information, the party concerned should treat the information as confidential and refrain from unauthorized disclosure, and immediately seek advice from his/her respective Vice Chancellor or the IPMC before disclosing any information to any other party (see Appendix: Benilde IPM Form 005).

12.2. **Use of non-disclosure agreement.** All members of the Benildean Community participating in any research, invention, and other types of innovative activity where there may be proprietary, confidential, trade secret and any other important information should exercise diligence in disclosing information and accomplish a Non-Disclosure Agreement or Confidential Disclosure Agreement. In case of breach of the agreement, the other party may be entitled to seek financial and other compensation.
RULE 13 - INTELLECTUAL PROPERTY OFFENSES

13.1. **Offenses.** De La Salle-College of Saint Benilde recognizes and respects the exclusive rights of authors, creators and inventors to their intellectual assets, and undertakes to protect the rights of the owners of intellectual property against violations of intellectual property rights, such as:

13.1.1. Unauthorized reproduction, including photocopying or any manner of copying, exhibit, use, or distribution, of any printed matter in whole or in part, including software and multimedia presentations, without permission of the author/creator/owner of the intellectual property, subject to the Use Rights policy of the IPR policy, fair use principles for copyrighted works, and other exceptions provided in the Code.

13.1.2. Use, distribution, transfer, rental, sale or production of counterfeit, unlicensed or pirated intellectual property contained in an optical media as defined in the Optical Media Act of 2003 (Republic Act 9239).

13.1.3. Deliberate failure to comply with the Disclosure and Manifestation requirements under these rules.

13.1.4. Failure to disclose, identify or cite co-authors, co-creators or co-inventors in a research, creative work or invention despite knowledge of the identities and contributions of these persons.

13.1.5. Unauthorized use, distribution, transfer, rental, sale or production of Benilde IP, and merchandise bearing Benilde marks.
13.1.6. Non-compliance to the usage policy for Benilde marks.

13.1.7. Plagiarism and acts constituting academic dishonesty.

13.1.8. Violation of the rights to attribution and integrity of the work of authors, inventors and creators in exercising Use Rights and fair use.

13.1.9. Failure of any person to cite or acknowledge De La Salle-College of Saint Benilde in inventions and works developed or produced with the substantial use of College resources, or receiving grants or incentives from or funded through the College, or when the College assigned, released or waive its intellectual property rights in favor of such person.

13.1.10. Knowingly aiding or abetting anyone, or failure to report anyone who commits Intellectual Property offenses.

13.1.11. Violation of the provision on Confidentiality under rule 12.

13.1.12. All other acts analogous to the foregoing.

13.2 Procedure and Penalties

13.2.1. A violation of any of the provisions of the IPR policy or its Implementing Rules, or commission of an Intellectual Property Offense under rule 13 shall be equivalent to and processed as a major offense under the Students Handbook, the Staff Manual, the Teaching Faculty Manual and the Academic Service Faculty Manual, as the case may be.
13.2.2. The injured party, or any member of the Benildean community with personal knowledge of the commission of IP offenses, or who has received written information about the commission of an IP offense may report such violation in writing to the IPMC. After verification and if there is basis to file a complaint, the IPMC shall endorse the filing of the complaint to the Office of the Vice Chancellor for Academics, the Human Resource Department, or the Office of the Student Behavior, as the case may be.

13.2.3. The application of the sanctions of the College upon persons found to be in violation of the Policy, shall be without prejudice to the imposition of the following penalties:

   a. Ineligibility to receive or forfeiture of financial grants of any kind from the College or its affiliate for a period not to exceed two (2) years.

   b. Removal of teaching and/or research load for a period not to exceed two (2) years.

   c. Forfeiture or disqualification for promotion or for any administrative position for a period of at least two (2) years.

13.2.4. The application of the foregoing penalties is without prejudice to other sanctions and penalties which may be imposed under the policies of the College on Academic Integrity and Research Ethics, and to the right of the injured party to avail of other remedies and reliefs under the law.
RULE 14 – WAIVER OF IP POLICY

The President of DLS-CSB shall have the sole discretion to waive or modify any or all of the provisions of these intellectual property policies on a case-to-case basis if a strict application of these policies is contrary to the College's vision-mission, or will not result to fairness and equity, or unjustly defeats the potential for commercialization of the work. An exercise by the President of this prerogative in one case shall not serve as a precedent to any future or subsequent case.
15.1. **Revision.** The Intellectual Property Rights Policy shall be reviewed and revised by the Committee on Intellectual Property every two (2) years or sooner when necessary, to respond to the changing times.

15.2. **Amendment.** At any time or for reasons of urgency or necessity, the IPMC or the Committee on Intellectual Property, may initiate and recommend, or act upon written proposals of members of the Benildean community to amend any of the provisions of the IPR policy or IRR. Any amendment shall become effective upon the approval of the President, or at such other time as may be specified by the President, and deemed incorporated in the existing IPR policies and IRR.
RULE 16 – FINAL PROVISIONS

16.1. **Application of this IRR.** These rules shall not adversely affect the rights already acquired in good faith before its affectivity.

16.2. **Repealing Clause.** All policies, rules and issuances or portions of policies, rules and issuances inconsistent herewith, are hereby repealed.

16.3. **Separability Clause.** Any provision of this IRR or the application of any of the provision which is held invalid, shall not affect the remainder of the IRR which shall remain valid and effective.

16.4. **Effectivity.** The IRR policy shall be approved by the President and shall be effective at such time specified by the President. The IPR policy and IRR shall be distributed in print and published in the College’s website.
Sources and references:

Intellectual Property Code of the Philippines (RA 8293), as amended.

Intellectual Property of the Philippines (www.ipophil.gov.ph)

World Intellectual Property Organization (http://www.wipo.int)

IP Handbook of Best Practices (http://www.iphandbook.org)

Association of University Technology Managers (https://www.autm.net)

Intellectual Property policies of various Philippine colleges, universities and ITSOs:
  • De La Salle University
  • De La Salle-Dasmarinas
  • University of the Philippines
  • University of Sto. Tomas
  • Technological University of the Philippines
  • Tarlac State University

Intellectual Property Policies of foreign colleges and universities:
  • Arts University Bournemouth
  • California State University
  • Cambridge University
  • Cleveland Institute of Art
  • Cornell University
  • Michigan State University
  • National University of Singapore
  • Oregon Institute of Technology
  • Oxford University
  • RMIT University
  • Rochester Institute of Technology
  • Stanford University
  • University of Cincinnati
  • University of Manchester
  • University of Queensland
  • University of Sydney
  • University of Texas-Austin
  • University of Wisconsin
  • University of California
    Los Angeles
APPENDIX: IP FORMS

Forms and templates may change without prior notice.
Visit the IPMC Office for the proper use of the IP forms, or to request for other IP forms/templates.
The purpose of this disclosure form (Form 001) is to provide a written, dated notice to DLS-CSB of your work or invention and to comply with the Intellectual Property Rights Policy of the College.

This form includes questions about the work or invention, ownership, and the technical and commercial aspects of the work or invention.

All persons who created, contributed, and in any manner participated in a work or invention within or through De La Salle-College of Saint Benilde are required to complete and sign this form and attach any supporting documents, and return to:

The Director
Intellectual Property Management Center
De La Salle-College of Saint Benilde
4th Flr., SDA Campus
950 Pablo Ocampo St.,
Malate, Manila

You are encouraged to retain a copy of the completed disclosure form for your reference.

If you have any questions about this form or Intellectual Property in general, please visit the office of the Director of the Intellectual Property Management Center.

**IMPORTANT NOTE:** Information in this disclosure form are treated as confidential information. Other than persons authorized to participate in the evaluation of disclosure forms, the information provided will not be disclosed without permission of the author/creator/inventor, except as required by law.
1. Summary

List all Benilde Authors/Creators/Inventors

<table>
<thead>
<tr>
<th>Mr/Ms</th>
<th>Last Name</th>
<th>First</th>
<th>Course, ID#/Dept./Office</th>
<th>E-mail/Phone</th>
<th>% Contribution</th>
<th>Scholar/receiving funds from CSB?</th>
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List all Non-Benilde Authors/Creators/Inventors

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<th>Mr/Ms</th>
<th>Last Name</th>
<th>First Name</th>
<th>Company/Dept./Office</th>
<th>E-mail/Phone</th>
<th>% Contribution</th>
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Title of Work/Invention (include version # if any)

If completed, the date the work was completed. If still ongoing, the estimated date of completion (MM/YYYY):

Brief description of Work/Invention (include the nature & medium of the work)

Is the work/invention part of a series or larger collection of work?

☐ Yes.

☐ No.

Is the work derivative of another work?

☐ Yes.

☐ No.

Has this work been registered with the IPO? If so, please attach documents.

☐ Yes.

☐ No.
### 2. Funding and resources (Check where appropriate and describe below)

<table>
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<th>Question</th>
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<td>For students, was the work/invention developed to comply with school requirements? For non-students, was the work/invention developed as part of assigned duties or outside contract with the College?</td>
<td>☐</td>
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<tr>
<td>Did you receive any funding or grant from the College? If so, please indicate the specific source, and attach supporting documents.</td>
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<tr>
<td>Did you receive any funding or grant from any third party? If so please, please list names(s) and organizations and attach supporting documents.</td>
<td>☐</td>
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<tr>
<td>Did you receive any advice or assistance from any faculty or staff or the College? If so, please list name(s), contact information and describe the extent of their contribution.</td>
<td>☐</td>
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<tr>
<td>Did you receive any advice or assistance from any third party collaborators (from outside the College)? If so, please list name(s), contact information and describe the extent of their contribution.</td>
<td>☐</td>
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<td>Did you enter into/sign any contract or agreement with third parties related to this work or invention? If so, please identify these contracts and attach a copy.</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Was the work/invention developed using intellectual property, resources, equipment, materials, laboratory, or staff services of any unit of the College? If so, list all.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Was the work/invention developed with materials, information or data received from a third party in exchange for intellectual property rights? If so, please describe and attach supporting documents if any.</td>
<td>☐</td>
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Could anyone else make a claim to the work/invention, including a third party for which you did consulting work? If so, please describe.

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3. Software

Complete this [ ] only if the work/invention consists of or includes software. Please indicate whether any third party code is embedded in or accessed by the software when run. Kindly attach any documentation you prepared in connection with the software (e.g., user's guide, installation guide, technical documentation, etc.)

☐ YES, third party code is embedded or accessed by the software when run. (If so, please indicate the name and copyright holder if known, of any open source code, free executable code, public domain code, and any other executable or source code not written by any of the Benildean authors/creators/inventors listed in Section 1. Indicate whether the use of third-party code is under a license agreement, and if so, attach a copy of the license agreement).

☐ NO, this software is completely original code.

☐ Unknown.

4. Publication/Disclosure/Distribution

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<th>YES</th>
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Has the work/invention been published, disclosed or distributed outside of DLS-CSB? If so, provide details of such publication, disclosure or distribution, including dates.

If the work/invention was published, disclosed or distributed, was it under a confidentiality, non-disclosure, or similar agreement limiting the recipient's right to disclose?

Do you intend to disclose to the public the essential elements of the work/invention in the next six (6) months? If so, please describe the nature of the disclosure and anticipated date.
5. Commercialization Potential

Please check the reason(s) that best describe why you submitted this disclosure form.

☐ To comply with an existing research agreement/contract and/or the College IP policy.
☐ I/We believe that the work/invention has significant commercial potential.
☐ I/We believe that this invention is a platform and/or pioneering technology.
☐ I/We are interested in being involved with a startup company based on this work/invention/technology.
☐ I/We are aware of a specific company that is interested in licensing the work/invention.

Below are the third parties who have expressed interest in the work/invention with their names & contact details.

<table>
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<tr>
<th>Author/Creator/Inventor Printed Name</th>
<th>Signature</th>
<th>Date</th>
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DECLARATION

Each Benildean author/creator/inventor as listed above in Section 1, hereby:

- acknowledges and confirms that where the work/invention is “Benilde IP” or where ownership of the work and intellectual property belongs to the College as provided in the DLS-CSB IPR policy and IRR, and in the absence of any written agreement, DLS-CSB holds all rights in the work herein disclosed.
- for the avoidance of doubt by any third parties in connection with the licensing and commercialization of Benilde IP, agrees to assign, and does hereby assign to DLS-CSB, the entirety of his/her intellectual property rights in the Benilde IP and agrees to execute, and upon request of the College, any and all documents that the College deems necessary to complete the assignment of the rights to the College.
- each non-Benildean author/creator/inventor agrees to promptly notify DLS-CSB IPMC of any employment contract or arrangement with other parties which transfers or assigns, any of his/her rights in the work/invention to a non-Benilde entity.

Add sheets if necessary.
I ______________________________, Filipino, of legal age, hereby manifest and declare that:

I have read the Intellectual Property Rights Policy of De La Salle-College of Saint Benilde and I understand the provisions therein.

I have fully and completely disclosed all Benilde Intellectual Property and any work/invention I have developed wherein the College may claim ownership of any intellectual property rights, and for this purpose I have submitted the required Disclosure form in a format approved by the College promptly following the completion or conception or the first reduction-to-practice of any Benilde Intellectual Property, work/invention.

I have assigned to the De La Salle-College of Saint Benilde all rights that I may have or may acquire in any of the works, inventions, discoveries or rights of patent therein that were conceived or reduced to practice by me and -

a. were the result of research carried on by me individually or under the direct supervision of a College faculty, staff, personnel or consultant, and/or the costs thereof paid from College funds under the control of or administered by the College;

b. were developed by me in relation to a contract or agreement between the College and a third party/part of my duties or field of work at the College; or

c. were developed in whole or in part by the substantial use of College resources.

I agree to fully cooperate and do whatever may be further required to enable De La Salle-College of Saint Benilde (or its assignee), at the College's expense, to protect Benilde IP by patent or otherwise, and where necessary I can be contacted at the contact information I have provided below.

<table>
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<tr>
<th>Printed Name, CTC No./Driver's License/Passport No.</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Contact Information (Address, Phone Number, E-mail)</td>
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SUBSCRIBED AND SWORN to before me this __ day of __ 201_, affiant exhibiting to me his/her competent evidence of identity above written.

BOOK NO. ______
PAGE NO. ______
DOC. NO. ______
SERIES of. ______
General Rule

Intellectual property conceived or first reduced to practice by a student at De La Salle-College of Saint Benilde ("College") as part of coursework is owned by the student except in certain cases. This may include theses, course projects and assignments, and special and independent study projects, developed without substantial use of College resources.

Special cases

In accordance with the Intellectual Property Rights Policy of the College, the student is required to assign their intellectual property rights to the College under the following circumstances:

1. where the student received monetary support from the College (e.g., scholarship, allowances, stipend, and other forms of financial assistance, regardless of amount);
2. where the intellectual property was developed, conceived, or first reduced into practice with the substantial use of College resources;
3. where the student voluntarily participates in projects or activities of the College that advances the student's total educational experience, in which ownership of any resulting intellectual property is required to be assigned to the College or to an external party or sponsor, directly.
4. where students are presented with the opportunity and voluntarily participate in projects or activities pursuant to an agreement between the College and a sponsoring entity that advances the student's total educational experience, in which ownership of any resulting intellectual property is required to be assigned to the College.
5. in other special cases, where the College may seek to take assignment of intellectual property created by the student.

Purpose

The benefit of assigning intellectual property to the College is that the College can utilize its resources to ensure that the IP can be protected and commercialized. Accordingly, if the College should receive any financial benefit from commercialization of the intellectual property assigned by the student, the student will receive a reasonable share in the revenues under the profit-sharing policy of the College.

To ensure protection of Benilde intellectual property, all students are obliged to maintain confidentiality over any intellectual property and related information that received or generated by them.

Further info

Complete details on intellectual property rights can be found in the De La Salle-College of Saint Benilde Intellectual Property Rights Policy with Implementing Rules and Regulations. You may also consult the Intellectual Property Management Center of the College for further information and guidance.
Legal advice

The student should understand that the assignment of intellectual property is a binding legal agreement and that they have the right to seek independent legal advice at their own expense prior to signing this agreement.

ASSIGNMENT OF RIGHTS

I agree and recognize my/obligations with regard to intellectual property and confidential information as above-stated.

In consideration of the conditions established in this agreement and DLS-CSB Intellectual Property Rights Policy and implementing rules and regulations, and related policies and guidelines of the College governing my obligations as a student of DLS-CSB, and the financial benefit I may receive under the College's revenue sharing policy, I agree to assign to DLS-CSB (including De La Salle Philippines, or any of the branches or affiliates of DLS-CSB) any and all of my existing and future rights, title and interest in any IP I create, solely or jointly with others, during the course of my research and study at DLS-CSB. Where relevant this assignment shall take effect as a present assignment of future rights on the date that the IP in question is developed or created. To the extent that the assignment above is not effective to assign said IP to DLS-CSB, I will hold such IP in trust for DLS-CSB. I agree to execute such documents and take such actions as DLS-CSB may require to give effect to such assignment. I further agree to maintain confidentiality of all such IP and related information.

In particular (without limiting the generality of the preceding paragraph), I agree to maintain confidentiality of and assign to DLS-CSB any and all of my right, title and interest in any intellectual property, know-how, data and other information that may arise from or in connection with the project described in the attached Disclosure form.

A parent or legal guardian signature is required for students younger than 18 years of age.

Printed Name, CTC No./Driver’s License/Passport No. Signature Date

Course and ID No. Contact Information (Permanent address, Phone Number, E-mail)

Signature of Parent/Guardian over printed name:

SUBSCRIBED AND SWORN to before me this ___ day of ___ 201_, affiant exhibiting to me his/her competent evidence of identity above written.

BOOK NO. ________
PAGE NO. ________
DOC. NO. ________
SERIES of. ________
CONFIDENTIALITY, ASSIGNMENT & NON-SOLICITATION AGREEMENT

In consideration of my engagement by De La Salle-College of Saint Benilde ("DLS-CSB"), and in consideration of the compensation and/or remuneration and benefits paid to me by DLS-CSB in connection with my engagement, as a condition of my engagement, compensation and/or remuneration and benefits, I covenant and agree with DLS-CSB as follows:

1. Confidential College Information
   I agree that, for the purpose of this Agreement, the phrase “Confidential College Information” shall mean information possessed by DLS-CSB and its business activities not generally known, which is used or is useful in the conduct of the DLS-CSB's academic and research mission, or which exposes DLS-CSB or its learning partners from illegal or damaging actions by individuals or groups – either knowingly or unknowingly, or which confers or tends to confer a competitive advantage over one who does not possess the information or know of the activities. Confidential College Information includes but is not limited to classified school records, data, information systems and applications, infrastructure, the type of equipment or its configuration used by DLS-CSB and the marketing and business plans of DLS-CSB, each and all as may exist from time to time. Confidential College Information also includes information received by the DLS-CSB from others which DLS-CSB has an obligation to treat as confidential. All other information, which becomes known to me as a result of my employment, which DLS-CSB takes measures to protect, shall also be regarded as Confidential College Information.

2. Inventions
   I agree that for the purpose of this Agreement, the word “Inventions” shall mean any original works of authorship or techniques, whether or not patentable, copyrightable or protectable as a trade secret or as any other form of intellectual property right that are created or developed by me or another employee or contractor of DLS-CSB resulting from or related to my engagement or pertaining to any actual or anticipated DLS-CSB work or research.

3. Non-Disclosure
   I recognize and acknowledge that Confidential College Information and Inventions comprise valuable, special and unique assets of the DLS-CSB's business. I will never, except as authorized by DLS-CSB in the performance of my duties, directly or indirectly, use or disclose any trade secret. During my employment by DLS-CSB and thereafter, I will not, except as authorized by the DLS-CSB in the performance of my duties, directly or indirectly use or disclose to any person or entity any Inventions or any Confidential College Information that I have or may acquire during my engagement by the DLS-CSB (whether or not developed or compiled by me and whether or not I have been authorized to have access to such Inventions and Confidential College Information). I will never take plans or
specifications of Inventions or Confidential College Information, including school records, data, information systems and applications, equipment, software, types of configurations, list of the DLS-CSB’s contractors, suppliers, marketing and business plans or any part thereof to any person or entity for any reason or purpose whatsoever. Upon termination of my engagement with DLS-CSB all records regarding any Confidential College Information or Inventions will be left with DLS-CSB.

4. Assignment of Inventions

I agree, during my engagement, promptly to disclose to DLS-CSB any Invention which I conceive or reduce to practice. Except as may be specifically excused in advance writing by a duly authorized DLS-CSB officer, I do hereby assign to DLS-CSB my entire right and title in all Inventions and the related goodwill without further compensation or award unless expressly provided by agreement or policy. I recognize that the DLS-CSB will have the right to use and/or apply for and protect patents, copyrights, trademarks and other common law and statutory protections for Inventions. I agree, both during and after my engagement, to execute and deliver all documents DLS-CSB deems necessary to facilitate such protections.

5. Non-Solicitation

During my engagement and for a period of six (6) months from and after lawful termination of my engagement, I will not, either directly or indirectly, separately or acting with or on behalf of others:

i) employ, solicit, persuade, or entice any DLS-CSB managerial or technical employee to discontinue employment with DLS-CSB, to work for a competing enterprise;

ii) solicit the business of any person or enterprise whose business DLS-CSB has solicited during the 90 days prior to my termination, for the benefit of an enterprise competing with DLS-CSB and with which I or someone reporting to me was materially involved on behalf of the DLS-CSB; or

iii) do business with or deal with any person or entity for which the DLS-CSB has done business during the ninety days prior to my termination for the benefit of any enterprise competing with DLS-CSB and with which I or someone reporting to me was materially involved on behalf of the DLS-CSB.

6. Enforcement

In the event of a breach or threatened breach by me of the provisions of the Agreement, I agree that DLS-CSB shall be entitled to an injunction restraining me from disclosing, in whole or in part, Confidential College Information or Inventions (including without limitation, trade secrets), and/or from rendering any services to any person or entity to whom such information, in whole or in part, has been threatened to be disclosed. I acknowledge and agree that the validity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or modified, as applicable. Nothing herein shall be construed to replace or affect other legal rights of DLS-CSB or as prohibiting DLS-CSB from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages from me.
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<th>Printed Name, CTC No./Driver’s License/Passport No.</th>
<th>Signature</th>
<th>Date</th>
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<tr>
<th>Employee ID No.</th>
<th>Contact Information (Permanent address, Phone Number, E-mail)</th>
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SUBSCRIBED AND SWORN to before me this ___ day of ___ 201_, affiant exhibiting to me his/her competent evidence of identity above written.

BOOK NO. ________
PAGE NO. ________
DOC. NO. ________
SERIES of. ________
NONDISCLOSURE AGREEMENT

THIS AGREEMENT is dated 201_ and made

BETWEEN

(1) [Name and address].......................... (“Owner”) and

(2) [Name and address].......................... (“Recipient”)

WHEREAS

(A) Owner possesses certain Proprietary Information which Owner is willing to disclose to Recipient on the terms set out below

(B) Recipient is willing to accept the Proprietary Information on those terms and to use the Proprietary Information only for the purpose of.................. (“the Permitted Purpose”).

NOW IT IS AGREED AS FOLLOWS

1. “Confidential Information” means any and all information whether commercial or technical relating to the business of Owner, including without limitation, know-how, data, processes, designs, photographs, drawings, specifications, software programs, and samples, which is marked with an indicator such as “Confidential” or “Proprietary”, but excluding information which:

   1.1 is or comes into the public domain otherwise than by disclosure or default by the Recipient;

   1.2 was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or

   1.3 was already known to the Recipient as evidenced by written record pre-dating such disclosure.

2. In consideration of Owner disclosing Proprietary Information, the Recipient hereby undertakes for a period of [five] years from the date of this Agreement

   2.1 to keep confidential all Proprietary Information that it may acquire in any manner;
2.2 to use such Proprietary Information exclusively for the Permitted Purpose and not to use the Proprietary Information for the Recipient’s own purposes or benefit;

2.3 not to disclose such Proprietary Information to anybody, except to authorized employees or other agents of the Recipient who need to have access to the Proprietary Information for the purpose of carrying out their duties in connection with the Permitted Purpose;

2.4 to inform everybody to whom it discloses Proprietary Information that it is confidential and obtain their agreement to keep it confidential on the same terms as this Agreement;

2.5 to keep safe any drawings, documents, samples or materials provided on loan by Owner, not to reproduce, part with possession of, modify or otherwise interfere with such items, to return them immediately upon Owner’s request and in any event spontaneously when no longer required for the purposes of this Agreement;

2.6 to notify Owner immediately upon becoming aware of any breach of confidence by anybody to whom the Recipient has disclosed the Information and give all necessary assistance in connection with any steps which Owner may wish to take to prevent, stop or obtain compensation for such breach or threatened breach.

3. Nothing in this Agreement shall be deemed to grant to the Recipient a license expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all existing and future intellectual property rights relating to the Proprietary Information are the exclusive property of Owner. The Recipient will not apply for or obtain any intellectual property protection in respect of the Proprietary Information. All intellectual property rights relating to any drawings, documents and work carried out by the Recipient (whether past, present or future) using the Proprietary Information will belong to and will vest in Owner. The Recipient will do all such things and execute all documents necessary to enable Owner to obtain, defend or enforce its rights in such drawings, documents and work.

4. This Agreement is voluntarily signed by the parties and will be governed by and will be construed in accordance with Philippine laws.

For and on behalf of Recipient: For and on behalf of Owner:
Signed:_________________ Signed:_________________
Name:_______________ Name:_______________
Position:_______________ Position:_______________
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<th>Reproduction of the Mark* (Note: If color/s is/are claimed as a feature of the mark, show color/s claimed, if any)</th>
<th>Title of Mark or Logo</th>
<th>Description of the Mark (Note: If the mark consists of image/s or words and images, give a complete and concise description of the mark, including description of colors claimed)</th>
<th>Check if the Mark is-</th>
<th>Disclaimer (We are not claiming EXCLUSIVE RIGHT TO USE which element/s of the mark, if any):</th>
<th>Goods/Services to which mark is/will be attached or used (Refer to the NICE CLASSIFICATION 9th ed., indicate Class #)</th>
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Note: Add rows as necessary.

REQUEST INFORMATION:

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<th>Date:</th>
<th>For IPMC Use Only</th>
<th>Date of Receipt:</th>
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Approved:

Date:

Remarks:

School/Office/Unit:
Having read and understood in its entirety this Intellectual Property Rights Policy with Implementing Rules and Regulations,

I ______________________________ pledge to abide by the provisions stated therein, exemplify the Benildean way of life, doing ordinary things extraordinarily well, integrating the Gospel Perspectives and values into the conduct of my daily life.

I commit to recognize and respect the works of others, and to practice and promote academic integrity and honesty in all my professional and personal undertakings.

Furthermore, I will subject myself to the College’s discipline procedures as appropriate for any and all infractions I may commit.

________________________________________  __________________________
Signature over Printed Name                Date signed

________________________________________  __________________________
Student ID Number>Title/Designation       Department/Unit

________________________________________  __________________________
Parent’s signature over Printed Name       Date signed