



INTELLECTUAL PROPERTY POLICY

De La Salle Lipa

Intellectual Property Management Office



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INTELLECTUAL PROPERTY POLICY

De La Salle Lipa

1. INTRODUCTION

De La Salle Lipa (or DLSL) recognizes the growing importance of Intellectual Property (IP for brevity) in the generation of new knowledge, scholarship and learning through research and other scholarly works of Lasallian Partners and students, and its invaluable contribution towards providing not only economic rewards but also environmental and societal benefits as well.

It is in this context that DLSL is committed to foster a culture which advances an enabling and nurturing IP administration and management in the evolving IP ecosystem. This IP policy seeks to provide clarity about and guidance on DLSL's position in relation to the ownership, disposition, use, and commercial development of IP.

The intent of this IP policy is to set down a sturdy and sound framework which ensures that creativity and innovation would thrive not just in the formulation and development of theories and abstract thought but also in providing real world solutions to real world problems through responsible application and networked engagement in a manner that balances the interests of all stakeholders. Moreover, this IP policy is crafted in order:

- a. to promote an enabling environment that supports and encourages the creation and development of inventions and innovations;
- b. to encourage Lasallian Partners and students to consider the application of relevant knowledge in the exploration of possible opportunities for invention;
- c. to create partnerships for community-based research and sponsor-supported Intellectual Property, bridge the gap of academia and industry, and encourage mutually beneficial relationships with civil society and government; and,
- d. to provide a mind-to-market platform in the value creation of IP consistent with the tenets of education and scholarship, academic freedom, open and timely publications, and the mission of the institution.

2. POLICY STATEMENT

DLSL is committed to provide an enabling and nurturing environment for IP generation, protection for, and utilization by Lasallian Partners and students' academic work and scholarship, research, and innovation endeavors. In the spirit of its mission to advance quality human and Christian education, DLSL will aid in the promotion of IP ownership and the realization of its full value.

DLSL owns all Intellectual Property arising from Institutional Work. In consideration of the creators' responsibilities with DLSL or by otherwise engaging in Institutional Work as described in this IP Policy, creators recognize that ownership resides in DLSL. This however is subject to modifications and exceptions on ownership as contained in this policy and in respect of rights of networked partners or sponsors.

DLSL owns or retains an interest as well in any portions, modifications, extensions, derivations, improvements, or translations of Intellectual Property as it would in the original work. DLSL and the creator of work may exercise their economic rights from the creation, invention or innovation, and share in the royalties as described in this policy.

3. DEFINITION OF TERMS

- 3.1 Assignment. A transfer of ownership by the creator of all or part of his / her right, title and interest in the Intellectual Property.
- 3.2 Author. The natural person or persons who created the work in a media under the Copyright Law.
- 3.3 Commercialization. Any form of utilization of IP intended to generate a marketable product or service, commercial returns, or similar monetary benefits as well as non-monetary or non-revenue generating output that has societal benefits and impact. Commercialization includes assignment, licensing, spin-off, etc., as well as non-profit use or donation.
- 3.4 Confidential Information. Any information in any form including but not limited to orally transmitted information or electronically stored information or written information of a confidential nature or relating to any Intellectual Property Rights which is owned or controlled or may in the future be owned or controlled by DLSL, disclosure of which may in any way endanger or invalidate the ability of DLSL to properly protect or utilize such.¹
- 3.5 Copyright. A form of protection or set of exclusive rights for published and unpublished works provided to authors of original and derivative work of authorship fixed in a medium of expression as enumerated and contained in

¹ Adapted from The University Policy on Intellectual Property, Confidential Information and Commercialization. Heriot Watt University. Retrieved from <https://www.hw.ac.uk/documents/HW-IP-Policy.pdf>

section 177 of Intellectual Property Code of the Philippines (RA 8293). Exceptions to copyright allows a user other than the author or creator of the copyright-protected work to exercise a right without authorization or royalty payment under certain conditions.

- 3.6 Copyrightable work. All original and derivative intellectual creations in the literary and artistic domain as defined in sections 172 and 173 of Intellectual Property Code of the Philippines (RA 8293) including course materials for e-learning and Borderfree Education, regardless of format in which it was created or produced.
- 3.7 Creator. Any Lasallian Partner, students (student), consultants (consultant) or external contractor who contributes to the creation, development or invention of any Intellectual Property whether or not in conjunction with other persons.²
- 3.8 Courseware. Technology-based materials designed for educational and training purposes used for delivery of individual course content and communications created by Lasallian Partners in the course of their employment with DLSL. Those works³ shall include but not limited to:
 - a. materials developed as a learning module and utilizing DLSL resources, including lecture notes, study guides, resource materials, course outlines, unit profiles, illustrations and designs included therein;
 - b. computer programs or software designed and provided for the teaching of a course of study;
 - c. literary, dramatic, musical or artistic works incorporated as part of a learning module;
 - d. audio, video or other materials produced for and provided as part of a learning module; and,
 - e. such other forms of material (including web pages) as provided to students or developed by Lasallian Partner in the course of delivering a course or program of study.
- 3.9 Disclosure. The act of reporting a creation of Intellectual Property as required under this policy.
- 3.10 Industrial Designs is any composition of line or color or any three-dimensional form, whether or not associated with lines or colors; provided that such composition or form gives special appearance to and can serve as a pattern for an industrial product or handicraft.⁴

² As defined in ANU Intellectual Property Policy. Retrieved from https://policies.anu.edu.au/ppi/document/ANUP_003603.

³ Intellectual Property and Moral Rights Policy. University of Australia. (2016). Retrieved from <https://www.cqu.edu.au/policy/view-all-policies>.

⁴ As defined in Sec.112 RA 8293 as amended. Retrieved from <https://www.ipophil.gov.ph/intellectual-property-code-implementing-rules-and-regulations/>.

- 3.11 Intellectual Property. Creations of the mind may take the form of copyrights, patents, and trademarks and similar or other forms of creation that are vested with rights and privileges as well as duties and responsibilities under the law, jurisprudence, and contracts.
- 3.12 Institutional Work/ DLSL-Owned IP. Any research or development activity that is undertaken in connection with an externally-funded project or sponsor-supported project, or which is conducted with substantial use of DLSL facilities or resources, or work commissioned by DLSL, or made use of a DLSL grant or the DLSL name, and including anonymous work done using the DLSL name.
- 3.13 Lasallian Partner. Academic Teaching Faculty, Academic Services Faculty, and Academic Services Personnel whether part-time, full-time, or contractual employee of DLSL. Consultants and external contractors are also referred as Lasallian Partners in this IP Policy.
- 3.14 License. A right to exercise the rights over an invention without which the exercise will constitute an infringement. It also refers to the instrument that grants those rights.
- 3.15 Mark. Any visible sign, whether stamped or marked or however similarly indicated, capable of distinguishing the goods (trademark) or services (service mark) of an enterprise.⁵ A trademark includes any word, name, symbol, device, or combination that is used in commerce to identify and distinguish the goods of one manufacturer or seller from those manufactured or sold by others, and also to indicate the source of the goods. A service mark is any word, name, symbol, device, or combination that is used, or intended to be used, in commerce to identify and distinguish the services of one provider from those of others.⁶
- 3.16 Patent. A patent is an exclusive right that allows the inventor to exclude others from making, using, or selling the product of his invention.⁷
- 3.17 Patentable Invention. Any technical solution of a problem in any field of human activity which is new, involves inventive steps and is industrially applicable.⁸
- 3.18 Publication. A public disclosure of Intellectual Property, which may be verbal or printed. Public disclosures include communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis;

⁵ As defined in Sec. 121.1 RA 8293 as amended. Retrieved from <https://www.ipophil.gov.ph/intellectual-property-code-implementing-rules-and-regulations/>.

⁶ Adapted from IP OPHL Glossary of Key Terms related to Intellectual Property. Retrieved from <https://www.ipophl.gov.ph/glossary-of-key-terms-related-to-intellectual-property//>

⁷ As defined in IPOPHL services on Patent Benefits section. Retrieved from <https://www.ipophl.gov.ph/service/patent/>

⁸ As defined in Sec. 21, RA 8293 as amended. Retrieved from <https://www.ipophil.gov.ph/intellectual-property-code-implementing-rules-and-regulations/>.

demonstration of an Invention at a trade show; or the industrial application of an Invention.⁹

- 3.19 Public Domain. The Public Domain has been defined in the field of copyright and related rights as the scope of those works and objects of related rights that can be used and exploited by everyone without authorization, and without the obligation to pay remuneration to the owners of copyright and related rights concerned – as a rule because of the expiry of their term of protection, or due to the absence of an international treaty ensuring protection for them in the given country.¹⁰
- The Public Domain in relation to patent law consists of knowledge, ideas and innovations over which no person or organization has any proprietary rights. Knowledge, ideas and innovations are in the Public Domain if there are no legal restrictions of use (varying in different legislations and forming, therefore, different public domains), after expiration of patents, in consequence of non-renewal, after revocation and after invalidation of patents.¹¹
- 3.20 Regular Duties. “Any activity or work undertaken by a Lasallian Partner within the scope of one’s employment, as enumerated in the job description or employee/faculty manual or the regular duties assigned by a superior as part of one’s regular load. Works submitted to DLSL as a requirement for continued employment or promotion shall be considered as work done according to the Lasallian Partner’s regularly assigned duties. In cases of copyright, the ownership of works submitted by a Lasallian Partner as a requirement of incentive pay under the employee manual shall not be considered work done according to the regularly assigned duties of the Lasallian Partner and shall, therefore, be owned by the author.”¹²
- 3.21 Royalty. The payment made to an owner or licensor of a particular asset/right for the use of such asset/right.
- 3.22 Sponsor-Supported Intellectual Property. Intellectual Property created under a grant or sponsored research agreement with an external agency or entity.

⁹ Adapted from Public Disclosure and Patent Bars, KU Center for Technology Commercialization. Retrieved from <http://ctc.ku.edu/faculty/protect-your-ideas/protecting-intellectual/public-disclosure>.

¹⁰ Adapted from 5 Things not Covered by Copyright. Retrieved from <https://creativecommons.org/2017/01/16/public-domain-5-things-not-covered-copyright>

¹¹ Adapted from The Public domain in Intellectual Property: Beyond the metaphor of a domain. January 2009. Refer to <http://www.crid.be/pdf/public/7229.pdf>

¹²Policies on Intellectual Property. The DLSU Intellectual Property (IP) Policies and Its Implementing Rules and Regulations (IRR). (2011)

- 3.23 Student Work. Work produced by an enrolled student at DLSL, without the use of DLSL funds and not a work for hire, commissioned work, or work produced under the terms of a contract.
- 3.24 Substantial Use. The utilization of DLSL facilities, equipment, personnel, or other resources beyond that which is normally provided to carry out one's assigned duties. Normal use of assigned office space, office equipment, library resources, or administrative staff would not be considered "substantial use."
- 3.25 Technology Transfer. The evaluation, protection, marketing and licensing of Intellectual Property to spin-offs, start-ups and existing companies.
- 3.26 Works. Any kind of Intellectual Property.

4. SCOPE

This IP Policy covers all kinds of intellectual properties under the Intellectual Code of the Philippines (RA 8293) as amended and related laws.

- 4.1 This policy applies to Lasallian Partners, students, consultants, and external contractors, who create or develop Intellectual Property resulting from or connected with their duties or employment, or engagement with DLSL;
- 4.2 Work commissioned by DLSL which is part of a larger institutional work and related to activities on external sponsorship grants or contracts are also governed by this IP Policy.
- 4.3 Third-party projects but not limited to teaching materials; artistic products; research materials, including data; commercialization materials; and inventions, trademarks, and or design products.
- 4.4 This policy does not apply to Intellectual Property created by an individual prior to being employed by DLSL. In instances that such work is subject to pre-existing rights in copyright works which are incorporated in the courseware, DLSL will obtain a license to use any such work.

5. DISCLOSURE

All individuals subject to the IP Policy have a duty to communicate in writing and in a timely manner, all creations of IP in which DLSL has or may have an ownership interest. Creators must disclose in full detail information to the Intellectual Property Management Office (IPMO) all intellectual creations by accomplishing the Creation Disclosure Form within 30 days prior to submission of work for publication, distribution to the public or attempt to license, distribute, or manufacture commercially.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

The ownership of Intellectual Property depends on the creator's responsibilities to DLSL and extent of his/her use of DLSL facilities and resources. In some cases, the terms of the Sponsored-Supported Agreement may impact on ownership.

6.1 Copyright Ownership

The IP rights of literary and artistic works, which are original intellectual creations in the literary creations and artistic domain, and derivative works will be treated based on the following:

6.1.1 Owned by Author/Creator

- 6.1.1.1 Rights to copyright shall belong to the author of the work in the case of original literary and derivative such as textbooks, academic publications, journal articles, papers, presentations, and monographs, but does not include courseware, unless such works falls under the instances of modifications of ownership;
- 6.1.1.2 Rights to copyright shall belong to the author of other original literary and derivative dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs and sculptures, drawings, and architectural designs, unless such works are created under a grant or sponsored program that specifies ownership rights in some entity other than the creator, unless such works falls under the instances of modifications of ownership;
- 6.1.1.3 Rights to copyright shall belong to the author of the work if the creation of the object is not a part of his/her regular duties even when he/she uses facilities and resources of DLSL.; and,
- 6.1.1.4 Rights to copyright shall belong to the author of the work not funded or in any way substantially supported by DLSL facilities and resources.

6.1.2 Owned by DLSL

Creators shall disclose the existence and assign copyright over Institutional Works in accordance with this policy and contractual stipulations as well as the implementing rules and

regulations of the Philippine Technology Transfer Act of 2009. Creators agree to cooperate in the execution of any documents required by DLSL to record and perfect the assignment of such rights to DLSL.

6.1.2.1 Rights to Copyright shall belong to DLSL on any or all of the following circumstances:

- a. work in the course of regular assigned duties;
- b. work for hire/commissioned work;
- c. work provided with specific fund allocation by DLSL;
- d. work done using substantial DLSL facilities and resources;
- e. sponsored-supported works that use the name of the institution unless covered by a distinct agreement on authorship;
- f. work produced by consultants or independent contractors engaged by DLSL in the delivery of specific performance outcomes, unless specified otherwise in a written agreement between the parties; and,
- g. works whose ownership cannot be determined.

6.1.2.2 DLSL owns the copyright in the courseware created by Lasallian Partners whether in electronic, written or any other form of media created for use in, or in connection with a course or subject offered by DLSL or by an affiliated provider unless there is an agreement to the contrary.

6.1.2.3 Rights to Copyright shall belong to DLSL if the ownership of the copyright was assigned by the author to DLSL.

6.1.3 Joint Ownership

If the work is the result of collaborative efforts between DLSL, an outside entity and the creator/s, the copyright shall be dependent on the agreement.

6.1.4 Authorship in Cases of Contributed Efforts

If the work is the result of the contribution of efforts coming from different persons, authorship, whether sole or collaborative, shall be determined based on:

- 6.1.4.1 contractual stipulations;
- 6.1.4.2 application of the rules for joint, primary and sole authorship as determined by a publication for which the work was intended; and,
- 6.1.4.3 alternative modes of dispute processing.

6.1.5 Student Works

In general, the student owns the copyright of works created in the course of study at the Institution such as class project, thesis, approved student competition, and non-curricular activity using normal DLSL facilities and resources such as those generally available to all other students as part of enrollment with the Institution, except as follows:

- 6.1.5.1 work provided with specific fund allocation by DLSL;
- 6.1.5.2 work done using substantial DLSL facilities and resources;
- 6.1.5.3 work commissioned by DLSL that is arising from participation by the student in institutional project and the student is required to enter into an agreement with the DLSL;
- 6.1.5.4 work in collaboration with a Lasallian Partner covered by a co-authorship agreement; and,
- 6.1.5.5 work arising from sponsored-supported works unless covered by a distinct agreement on ownership.

The student shall grant a royalty-free license to DLSL to use works of the copyrighted works, for educational or research purposes or non-commercial purposes.

6.2 Patent Ownership

The IP rights of inventions will be treated based on the following:

6.2.1 Owned by Inventor

Rights to patent and/or other rights to the invention shall belong to the inventor except as otherwise provided in section 6.2.2 of the IP policy.

6.2.2 Owned by DLSL

6.2.2.1 Except as otherwise provided in this IP Policy or in a separate agreement, DLSL owns the Intellectual Property originated by Lasallian Partners:

- a. work in the course of regular assigned duties;
- b. work for hire/commissioned work;
- c. work provided with specific fund allocation by DLSL;
- d. work done using substantial DLSL facilities and resources;
- e. sponsored-supported works unless covered by a distinct agreement on authorship; and,
- f. work produced by consultants or independent contractors engaged by DLSL in the delivery of specific performance outcomes, unless specified otherwise in a written agreement between the parties.

Inventors shall disclose the existence of and assign patent rights and other related rights pertaining to the inventions to DLSL in accordance with contractual stipulations, the implementing rules and regulations of the Philippine Technology Transfer Act of 2009. Inventors agree to cooperate in the execution of any documents required by DLSL to record and perfect the assignment of such rights to DLSL.

6.2.2.2 Rights to patents and/or other related rights to invention shall belong to DLSL if the ownership of the invention was assigned by the inventor to DLSL.

6.2.2.3 DLSL may, at any time and in its sole discretion, elect not to pursue a patent or other legal protection or commercialization activities. Under the authority of the President, the IPMO may either:

- a. release the ownership rights to the creators/inventors or research sponsor where applicable; or
- b. define ownership rights of DLSL subject to any restrictions imposed by grant, sponsor or other requirements.

6.2.2 Student Works

In general, the student owns Intellectual Property right of inventions created in the course of study at the Institution such as class project, thesis, approved student competition, and non-curricular activity using normal DLSL facilities and resources such as those generally available to all other students as part of enrollment with the Institution, unless it falls under the following instances:

- 6.2.2.1 work for hire /commissioned work;
- 6.2.2.2 work provided with specific fund allocation by DLSL;
- 6.2.2.3 work done using substantial DLSL facilities and resources;
- 6.2.2.4 work commissioned by DLSL that is arising from participation by the student in institutional project and the student is required to enter into an agreement with the DLSL; and
- 6.2.2.5 sponsored-supported works unless covered by a distinct agreement on ownership.

The student shall grant a royalty-free license to DLSL to access and use the invention, and to exploit further for academic or research purposes, or non-commercial purposes.

6.2.3 Patent Registration

Creators of patentable works may coordinate with IPMO of DLSL on matters relating to IP registration.

6.2.4 Assignment of Ownership Rights

DLSL at its own discretion may assign, license, or otherwise transfer DLSL-owned Intellectual Property rights to a third party. The assignment may be subject to any of the following terms and conditions:

- 6.2.5.1 that DLSL be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and
- 6.2.5.2 that DLSL be granted a non-exclusive, royalty-free license to use the IP for research and educational purposes.

In instances of transfer of DLSL-owned IP rights through donation, the condition set forth in section 6.2.5.1 is not applicable.

6.3 Trademark Ownership

DLSL values the rich heritage of the institution and its brand identity by promoting the responsible use and association of its names, seals, logos, emblems, images, symbols and taglines that are representative of DLSL (together referred herein as “Marks”), and ensuring the fair share of the economic value that the use of DLSL name produces.

DLSL owns and controls its Marks that have become commonly associated with DLSL. In particular, DLSL prohibits use of DLSL’s Marks in connection with an actual or implied endorsement of non- DLSL entities or their products, services or activities that might compromise the integrity of DLSL.

DLSL declares and acknowledges the trademarks ownership of De La Salle Brothers Inc. (DLSBI) and shall honor the Memorandum of Agreement on DLSBI trademark ownership.¹³

6.3.1 Authority and Responsibilities

6.3.1.1 The President has the delegated authority for approving use of DLSL Marks as follows:

- a. Vice Chancellor for Academics and Vice Chancellor for Research: for use in connection with educational, research, and other scholarly activities;
- b. Chief of Strategic Services Officer and Chief Finance Officer: for use on merchandise in connection with DLSL business activities and licensing program;
- c. Chief Strategic Services Officer: for use in film, video, print and digital media, and web pages;
- d. Strategic Communications Office (STRATCOM): for use of DLSL name and marks may be used, and by whom to ensure

¹³ The Memorandum of Agreement was between DLSLBI and De La Philippines Schools (who have existing Intellectual Property Office in 2018) represented by De La Salle University Inc. (DLSU), De La Salle- College of St. Benilde (DLSL-CSB), De La Salle University Dasmarias (DLSU-D), and De La Salle Health and Sciences Institute (DLSHI).

- these are used on high-quality, socially responsible and appropriate collaterals, and merchandise;
- e. Intellectual Property Management Office and Resource Generation Office: for the joint responsibility to protect DLSL IP assets by seeking a fair share of the economic value that the use of the DLSL name and marks produces;
 - f. Central Purchasing Department: for the responsible in transacting business with accredited and licensed vendors (with brand approval) only; and,
 - g. Institutional Registrar: for the custody of the DLSL seal and act as the designate of the President in the administration of its use.

6.3.2 DLSL Trademark Use

- 6.3.2.1 Lasallian Partners and students may use the DLSL trademark on activities for which the DLSL takes institutional responsibility. Approval is not required on the following materials/activities.
 - a. Stationery, business cards, and other materials used by the institution or other units in the ordinary course of business;
 - b. Materials prepared for use in connection with courses and programs conducted by DLSL;
 - c. Electronic presentations for lectures, research/scholarship or professional conferences;
 - d. Official publication of DLSL and related materials of the institution and its various units;
 - e. Official homepage and similar electronic publications issued by the DLSL and its various units; and,
 - f. Journals in printed or digital form published by DLSL or any of its units.
- 6.3.2.2 Lasallian Partners and students may use the DLSL trademark or refer to affiliation with DLSL on activities for which DLSL or one of its delegated authorities is accountable.
- 6.3.2.3 Lasallian Partners and students may not use DLSL trademark or refer to affiliation with DLSL in any manner that suggests or implies DLSL support or endorsement that is not official DLSL business;
- 6.3.2.4 Lasallian Partners association, student's organization, and the Advancement Office are permitted to use the name and/or

marks of DLSL with the approval of the responsible official, in the case of the use of the name or marks on merchandise;

6.3.2.5 Individuals, businesses, and organizations seeking to use the DLSL name or mark in written, electronic, or any form of communication that might be interpreted as a DLSL endorsement must obtain prior approval. This includes but is not limited to event signage and programs, advertisements, and promotional items; and,

6.3.2.6 Authorized or accredited individuals or institutions outside the institution may use DLSL Marks for sale of merchandise with the approval of the responsible authority and if it satisfies the general criteria of accuracy, appropriateness, and fair share of economic value.

6.3.3 Prohibition of Trademark Use

6.3.3.1 Lasallian Partners and students are not permitted to use DLSL name and trademark in connection with any product, image, entity, person, name, or service which is not consistent with its educational purposes and may negatively impact DLSL's reputation; this includes but is not limited to cigarettes or other tobacco products, alcoholic beverages, firearms, gambling activities, sexually suggestive products, gaming;

6.3.3.2 Lasallian Partners and students are not permitted to use DLSL name and trademark in association with any commercial activity or outside venture; and,

6.3.3.3 Lasallian Partners and students are not permitted to use DLSL name and trademark in connection with partisan political activities.

6.3.4 Trademark Registration

No one may register or authorize the registration of any trade or service mark of DLSL without the prior written permission of the President. IPMO is the designate of the Office of the President to facilitate the filing for trademark registration, declaration of actual use and renewal with the Intellectual Property Office of the Philippines (IPOPPL).

6.3.5 Licensing of Merchandise

Any individual, organization, or business that wishes to receive a license for the DLSL name and/or marks use on merchandise (such as uniforms, T-shirts, lanyards, mugs, planners, and umbrellas) must be an accredited vendor of the Central Purchasing Department (CPD) and may only enter into agreements with DLSL designated authority.

Authorized or accredited individuals, organizations, or businesses outside the institution may use DLSL Marks for sale of merchandise if it satisfies the general criteria of accuracy, appropriateness, and fair share of economic value. All merchandise bearing the Marks are royalty-bearing at the rate established by the Resource Generation Office. Only items intended for internal use by DLSL and not offered for resale, are not royalty-bearing.

The Resource Generation Office facilitates the preparation of the Licensing Agreement. A copy of the Licensing Agreement is submitted to CPD to aid the Purchase Order preparation. Proceeds from the licensing program royalties are used to support the scholarship and manpower development initiatives.

7. OTHER FORMS OF INTELLECTUAL PROPERTY RIGHTS

The other forms of Intellectual Property rights are utility model, industrial design, geographic indications, and trade secrets.

- 7.1 A utility model is also known as a petty patent, a protection option that covers innovations that are not sufficiently inventive to meet the inventive threshold required for a standard patent application, such as any useful machine, tools, product, or composition, process, improvement or part of the same.¹⁴
- 7.2 An industrial protection covers the ornamental or aesthetic aspect of an article. Any technical or functional feature to which an industrial design is not protected.¹⁵
- 7.3 Geographic indications is a form tradename registrability consisting exclusively of signs or indications that may serve in trade to designate the geographical origin of the goods or rendering of the services, or other characteristics of the goods or services.¹⁶

¹⁴ Adapted from IPOPHL flyer on Utility Model and Industrial Design.

¹⁵ Adapted from IPOPHL flyer on Utility Model and Industrial Design.

¹⁶ Section 123, RA 8293 as amended. Retrieved from <https://www.ipophil.gov.ph/intellectual-property-code-implementing-rules-and-regulations/>.

- 7.4 Trade Secrets are Intellectual Property rights on confidential information which may be sold or licensed. Its legal protection forms part of the general concept of protection against unfair competition or is based on specific provisions or case law on the protection of confidential information.¹⁷

8. DISTRIBUTION OF ROYALTY

DLSL shall receive all payments arising from royalty to an endowment fund set up for this purpose. DLSL shall distribute earnings under the terms of this policy within thirty (30) days from the receipt of payment. Prior to distribution DLSL shall recover administrative expenses incurred by DLSL in the management of IP, equivalent to 10% of the gross royalty. DLSL may embark on an equal rate of distribution of the net royalty with the creator/s: 50% Creator/s and 50% DLSL.

In instances of sponsor-supported projects, the terms of agreement on distribution of royalty will prevail.

9. CONFLICT OF INTEREST

The management of any potential conflict of interest shall be undertaken in accordance with DLSL's Conflict of Interest policy.

All individuals covered by the IP Policy must disclose a significant or substantial financial interest to the Vice Chancellor for Research in which the financial interest may present a conflict of interest involving the use of students, technology transfer activities, or the outcome of research that is performed or directed by that individual with significant use of DLSL funds, facilities, and resources.

The provision of this policy must be clear to all parties involved in the creation of IP and the institution must ensure that all stakeholders comply with DLSL's Conflict of Interest policy.

10. CONFIDENTIAL INFORMATION

¹⁷ Frequently Asked Questions: Trade Secrets. Retrieved from wipo.int/tradesecrets/en/tradesecrets_faq.html

Any individual covered by this IP Policy is expected to take all steps reasonably necessary to maintain confidentiality of any IP works, including potentially exploitable IP. Lasallian Partners and students who come into contact with any confidential information have a duty:

- 10.1 to hold in strict confidence any confidential information;
- 10.2 not to publish or otherwise disclose in any way or permit the disclosure of any confidential information.
- 10.3 not to make unauthorized use of confidential information in any way other than is permitted in writing by DLSL;
- 10.4 not to reproduce or reveal to any party confidential information or any part of it in any manner or form or take notes of it other than expressly permitted by DLSL; and,
- 10.5 to return to DLSL any and all confidential information in whatever form it is maintained if requested by DLSL.

11. DISPUTE RESOLUTION

A dispute arising from the interpretation or operation of this policy will be handled by the Intellectual Property Management Office in the first instance in consultation with the IP Committee. If the matter cannot be resolved in the IPMO, the dispute must be referred to a Special Legal Counsel for mediation.

Individuals who wish to appeal to decisions covered by this Policy shall have recourse to the Office of the President whose decision will be final.

12. ADMINISTRATION

The President of De La Salle Lipa under the guidance of the Board of Trustees has ultimate authority for the stewardship of Intellectual Property developed at the institution and the Vice Chancellor for Research, as the President's designate, is responsible for the oversight of the Intellectual Property Management Office (IPMO). DLSL, acting in accordance with this Policy, has the sole discretion to decide how best to deal with DLSL-owned Intellectual Property.

The Vice Chancellor for Research, as designate of the President, is the final arbiter of any disputed issues of interpretation relating to this Policy. In unusual circumstances, the Vice Chancellor for Research may also authorize exceptions to the normal procedure.

12.1 Intellectual Property Committee

DLSL Intellectual Property Committee will consist of seven (7) permanent members and an ad hoc committee which may consist up to six (6) sectoral representatives. The Vice Chancellor for Research will serve as Chair of the Committee. The President, through the Vice Chancellor for Research, will appoint the members of the Committee upon recommendation of the President's Council. The terms of the Committee members will be staggered to provide that a minimum of one new member per year be added to the committee.

The IPC permanent members are the Vice Chancellor for Research, Associate Vice Chancellor for Academics, School Lawyer, NEXUS Innovation Labs Managing Director, IPMO Director, ORP Director, and an invited resource person. The resource person is not a permanent member since he/she will only be invited depending on the nature of the issue on the table. Among the possible Ad Hoc committee members, the President may consider are an IS Representative, College Representative, IDII Director, HR Director, and the RMAC Director.

12.2 Roles and Responsibilities

The committee has the following purposes:

- 12.2.1 Proposes amendments or addendum to existing DLSL IP Policy;
- 12.2.2 Reviews and determines appropriate categorization of IP in accordance with the DLSL Ip Policy;
- 12.2.3 Interprets IP policies for guidance and clarity;
- 12.2.4 Recommends to the President strategic directions, and courses of action, relative to IP concerns. The IPC will provide counsel, upon request by the President, on commercialization decisions; and,
- 12.2.5 Adjudicate ownership issues or concerns about disclosure review.

12.3 Meetings

Meetings of the Committee are convened at least every semester or as needed. The President, the IPMO Director or any member of the IPC, may request additional or special meetings if deemed necessary.

12.4 Reporting

The IPMO Director will include activities of the IP Committee in the annual report to the President.

12.5 Review of Charter

The Charter (IPC) shall be reviewed by the President or his designate every two years. The IPC will also review its charter periodically in consultation with the other sectors. Any revisions will subsequently be recommended to the President for approval.

13. FUNCTIONS OF THE INTELLECTUAL PROPERTY MANAGEMENT OFFICE

The Intellectual Property Management Office (IPMO) was created as DLSL embodies an enabling and nurturing IP administration and management structure in the evolving IP ecosystem. IPMO is under the Office of the Vice Chancellor for Research.

IPMO is responsible for the promotion and implementation of DLSL IP Policy in a culture of IP consciousness and IP integrity. The services it provides are:

- a. IP management activities: Covers IP education, IP advisory, IP prosecution/protection and maintenance;
- b. IP audit and compliance issues: Focuses on IP inventory and recordkeeping, tracking, and compliance to regulatory agencies and contractual obligations; and,
- c. IP enforcement: Involves development and implementation of infringement protocol including reporting mechanism of allegations of IP violations, and development of enforcement strategies and undertakes enforcement actions.

IPMO also provides administrative support to the Technology Transfer Office in managing the commercialization and coordination of all the different aspects of technology transfer activities¹⁸ on:

- a. development of IP,

¹⁸ Innovation & Commercialization: Role of Technology Transfer Office in Malaysia Universities. Retrieved from https://www.researchgate.net/publication/256038436_Innovation_Commercialization_Role_of_Technology_Transfer_Office_in_Malaysia_Universities.

- b. diffusion and exploitation of patent policies and strategies,
- c. management of industrial and government agency partnership,
- d. management of licensing activities, and,
- e. organization and deployment of turn-key supports towards venture creation in collaboration with Nexus Innovation Labs.

IPMO plays an important role in paving the way for a culture of Intellectual Property integrity, as such, IPMO extends assistance on program development and execution of institutional wide Intellectual Property related shared activities and issues.

14. INTELLECTUAL PROPERTY OFFENSES AND PENALTIES

DLSL values IP integrity and acknowledges that it has both a moral responsibility and a legal duty to recognize and respect the exclusive rights of IP owners. DLSL shall protect the rights of the IP owners over all forms of IP violations such as:

- 14.1 Unauthorized reproduction of printed materials or copying computer software, subject to the rules on fair use of copyrighted work and other exceptions thereto as stated in the Intellectual Property Code of the Philippines (R.A. 8293).
- 14.2 Knowingly in possession of unlicensed, counterfeit or pirated Intellectual Property contained in optical media as defined under the Optical Media Act (RA 9239 for the purpose of use, copying, reproduction and/or distribution (sale or rental) or for any other purpose to an extent that will prejudice the rights of the copyright owner of the work.
- 14.3 Registering an Internet domain name that is similar, or identical that will likely caused confusion and deception as to affiliation, connection, or association to DLSL trademarks in bad faith to profit, mislead, and destroy DLSL's reputation as described in Cybersquatting section of the Cybercrime Prevention Act of 2012 (RA 10175).
- 14.4 Making available the access and use of DLSL Learning Management System (Canvas) and courseware to unauthorized individuals or entities.
- 14.5 Violations of the DLSL Copyright and Fair Use Guidelines for Teachers in posting materials in online class.
- 14.6 Violations of the confidentiality rule under Section 9 of the IP Policy.
- 14.7 Violations of the prohibition of trademark use rule under Section 6.3.3 of the IP Policy.

14.8 Plagiarism and other forms of intellectual dishonesty such as but not limited to the following:

- a. false claim of authorship;
- b. falsification and/or procrustean manipulation of data; or
- c. misrepresentation.

14.9 All other acts analogous to the foregoing.

Any individual found to have violated any of the IP Policy shall be dealt with in accordance with the provisions of the appropriate administrative manual for Lasallian Partners, and students.¹⁹

15. REVISION

This policy will be reviewed periodically by the IP Committee, or as requested by the President. Amendments may be proposed where the President or the Vice Chancellor for Research, as his designate, gives the final approval. In any case, the amendments shall be in full force and effect on the date the amendments have been announced by DLSL.

16. WAIVER OF IP POLICY

DLSL may grant a waiver of any provision of this policy on a case-by-case basis taking into account the best interest of DLSL and the facts of the particular situation involved. The President of DLSL shall have the sole discretion to waive or vary any or all provisions of the IP Policy.

17. EFFECTIVITY AND REPEAL

This IP Policy will take effect immediately upon approval by the President on August 6, 2020. Policies inconsistent with this IP Policy are deemed repealed.

¹⁹ The Employee Manual and Student Handbook is available for download at <https://www.dlsl.edu.ph/for-partners/> and <https://www.dlsl.edu.ph/for-students/> respectively.