



University Innovation and Technology Support Manual

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PREFACE

This University Innovation and Technology Support Manual aims to enforce intellectual protection of the creative results from the university's research endeavors of its faculty members, researchers, students, staff and visiting professors. This manual presents and contains the set of intellectual property related policies and guidelines for the evaluation, application, classification, and eventual registration of the intellectual property works of the university to the Intellectual Property Office of the Philippines (IPO-PHL). The manual also presents the intellectual property registration incentives and promotion of intellectual property culture within the university through the Innovation and Technology Support Office (ITSO) under the Research Support Services of the Research Management Office.

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ABBREVIATIONS

BuISU	-	Bulacan State University
CHED	-	Commission on Higher Education
DOST	-	Department of Science and Technology
IP	-	Intellectual Property
IPOPHL	-	Intellectual Property Office of the Philippines
ITSO	-	Innovation and Technology Support Office
KTTO	-	Knowledge and Technology Transfer Office
OEVP	-	Office of the Executive President
OP	-	Office of the President
OVPAF	-	Office of the Vice President for Administration and Finance
OVRPDE	-	Office of the Vice President for Research, Development and Extension
RMO	-	Research Management Office
RSS	-	Research Support Services
TBI	-	Technology Business Incubator
URC	-	University Research Committee
VCIRE	-	Vice Chancellor for Instruction, Research and Extension
WIPO	-	World Intellectual Property Organization

ADDITIONAL REFERENCES AND AUTHORITY:

- R.A. 7459: *Investors and Invention Incentives Act of the Philippines.*
- R.A. 8293: *Intellectual Property Code of the Philippines (IP Code)*
- IPOPHL Office Order No. 13-171, Series of 2013: *Rules and Regulations on Copyright Registration and Deposit.*
- IPOPHL Memorandum Circular No.2020-024: *Copyright Rules and Regulations for the Government*
- IPOPHL Memorandum Circular No. 2020-036: *Alphabetical Schedule On 24 - 27 August 2020 And Mandatory Online Filing And Payment Starting On 1 September*
- WIPO Intellectual Property Policy Template for Universities and Research Institutions
- University of Sto. Tomas Intellectual Property Policy 2009
- Policies on Intellectual Property, De La Salle University, Manila
- Revised Intellectual Property Rights (IPR) Policy of the University of the Philippines System

ARTICLE I

INTRODUCTION

Section 1. Rationale:

The World Intellectual Property Organization (WIPO) believes firmly that “Universities and public research institutions (PRIs) are the factories of the knowledge economy”. Research and Academic outputs from both faculty and students are true sources of Innovation. These innovations are what make up an Intellectual Property (IP) and which drives the world economy and progress over the years.

These knowledge and technologies generated should be protected and those innovative persons behind these IP’s should be recognized and rewarded for their valuable efforts.

The University recognizes the value of registering these IP’s in order to protect the work of the creators and to facilitate lawful and fair transfer of new technologies to industry and society.

Section 2. Title:

This document shall be known as the “University Innovation and Technology Support Manual”.

Section 3. Coverage/Scope:

3.1. Personnel. The provisions in the manual shall cover all faculty members, researchers, students, staff and visiting professors who conduct researches, creative activities, and scholarly undertakings as part of any program, project, grant, or contract under the supervision and management of the university.

3.2. Matters. The provisions in the manual shall cover all research activities, creative undertakings, actual research properties or outputs, which may or may not have intellectual property protection, which may have or may have not been created for commercial purpose conducted and completed using any university resource and including all technology transfer agreements.

3.3. Rights. The provisions in the manual are anchored on the provisions of the Intellectual Property Code of the Philippines (RA 8293, as amended), the Philippine Technology Transfer Act of 2009, and recognizes the intellectual property rights as protected by all laws that exist in the state, including the Philippine Plant Variety Protection Act of 2002 and concurrent memorandum circulars of the IPOPHL.

3.4. Intellectual Property The provisions in the manual shall cover all types of intellectual property produced in the university, specifically the faculty members, researchers, students, staff, and visiting professors. These are patents, utility models, industrial designs, architectural designs, trade and service marks, geographical indications, copyright and related rights, lay-out designs, and new plant varieties.

ARTICLE 2

PURPOSE

The university, in its goal to generate knowledge, encourages the research endeavors of its faculty members, researchers, students, staff and visiting professors. The following rights are acknowledged through this manual.

Section 1. Ownership Rights.

The university owns all intellectual property and recognizes that faculty members are the creators of inventions, works, and other intellectual outputs that may be translated as creative works, that have been completed without the use of university funding and/or third party funding acquired through the university; and without the use of university resources and/or third party resources acquired through the university. University resources shall be used for the benefit of the university alone. Faculty members shall not derive personal gain or personal commercial advantage when using university resources. These resources may be accessed by faculty through the usual instruction process, as well as when conducting research and extension work.

Section 2. Intellectual Property Rights.

The university acknowledges that the grant of intellectual property rights to inventors and authors is the maximum protection to their exclusive ownership and right to earn from their inventions and creations. These rights also ensure that the knowledge created is accounted for and made accessible through the IP rights.

Section 3. Publication Rights

The university recognizes the faculty members' freedom in publishing their research outputs in the form of a research journal article, a book or book chapter, or in any creative format that they deem worthy of their intellectual output. This shall be recognized as long as they perform their teaching duties fully, and adequately.

Section 4. Right to Commercialize.

The university recognizes that some research outputs may be commercialized, with the intent on maximizing the potential of the results. The effort to generate income shall not hinder the use of the research outputs in knowledge-generation and for community engagement.

ARTICLE III

ADMINISTRATION

Section 1. Innovation and Technology Support Office.

The University and the Intellectual Property Office of the Philippines (IPOP HL) entered a Memorandum of Agreement (MOA) initially signed on 16 October 2012, which was subsequently renewed for the third time in February 2020. The MOA established the University's Innovation and Technology Support Office (ITSO).

The ITSO is a franchise of the IPOP HL and is subject to all the requirements and obligations dictated by the MOA between the two parties. The office was established to promote IP in the academe and to utilize the research outputs of the university in technology and industry.

The research outputs shall be given protection by applying for IP rights duly attributed to the IP creators. The ITSO is under the supervision of the Research Management Office (RMO) through the Research Support Services (RSS).

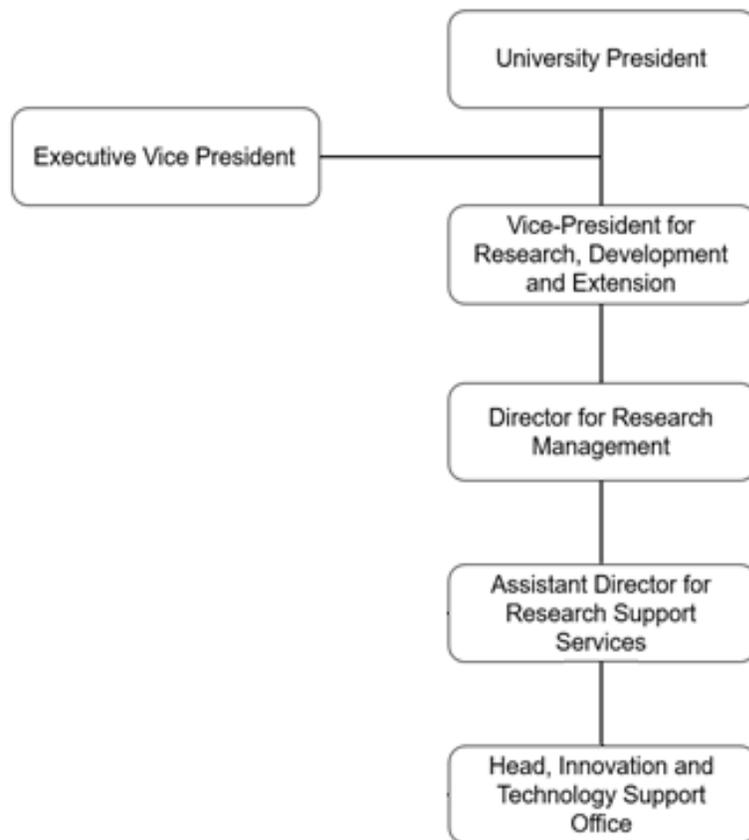


Figure 1: Organizational Structure for ITSO

Section 2: ITSO Personnel. The ITSO shall comprise of the following personnel, designated to fully implement the functions of the office:

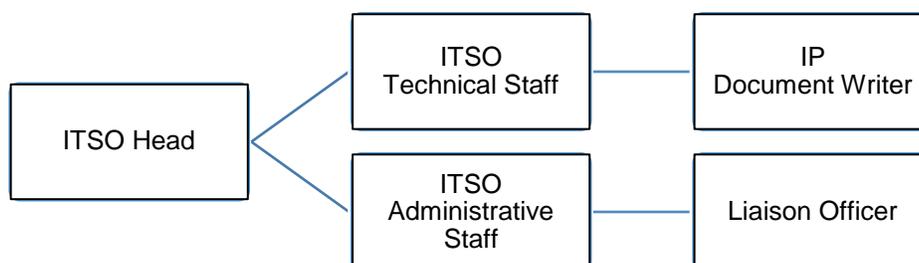


Figure 2: ITSO Internal Staffing Structure

2.1. ITSO Head

- 2.1.1. Supervise the IPOPHL filings and registrations activities of the IP works of the university
- 2.1.2. Supervise the conduct of prior art search with potential IP work for IPOPHL registration
- 2.1.3. Review researches with regards to their patentability and other IP registrations potentials
- 2.1.4. Perform IP education, consultancy and training in the university
- 2.1.5. Closely work with IPOPHL as per requirements with the latest Memorandum of Agreement
- 2.1.6. Act for the University as Attorney-in-fact or representative for IP applications.
- 2.1.7. Perform related functions as may be assigned

2.2. ITSO Technical Staff

- 2.2.1. Perform patent searches and/or patent drafting
- 2.2.2. Provide patent analysis and reports
- 2.2.3. Perform technology searches
- 2.2.4. Provide IP services and trainings to host institution, ITSO customers and stakeholders
- 2.2.5. Perform related functions as may be assigned

2.3. ITSO Administrative Staff

- 2.3.1. Assist the ITSO Head.
- 2.3.2. Perform secretarial tasks, preparation of reports and documentations.
- 2.3.3. General administration function at the ITSO
- 2.3.4. Develop and build client relations
- 2.3.5. Receives IP related inquiries and IP registration application,
- 2.3.6. Perform related functions as may be assigned.

2.4. IP Document Writer

- 2.4.1. Assists the ITSO Technical Staff in drafting and preparing the IP related documents.
- 2.4.2. Proof-reads and corrects IP document contents.
- 2.4.3. Finalizes the IP document for submission to IPOPHL
- 2.4.4. Perform related functions as may be assigned.

2.5. Liaison Officer.

- 2.5.1. Coordinates with IPOPHL, National Library, DOST and other ITSO's.
- 2.5.2. Assists the ITSO Administrative Staff with client concerns.
- 2.5.3. Update and coordinate with the IP applicant
- 2.5.4. Monitor status of filed applications.
- 2.5.5. Perform related functions as may be assigned.

Section 3. IP Records.

- 3.1. The ITSO shall maintain records of the University's IP and store them in appropriate form and in sufficient detail.
- 3.2. It shall monitor the deadlines for the payment and other obligations related to the maintenance or annuity fees of protected IP.

Section 4. IP Services.

University clients, such as faculty, researchers, students, and non-academic personnel shall avail themselves of the IP services with no fees to be incurred. External clients, such as those with no formal ties to the university, shall, however, be subject to appropriate fees reflective of the services requested from the office.

4.1. Intellectual Property Filings

The main IP service of the ITSO is to provide IP protection through IPO-PHL registration of IP's that the University has direct or joint ownership. The office can also provide to IP registration service for Technology Transfer and/or TBI clients for a certain fee stipulated under their contract or based on standard service fees.

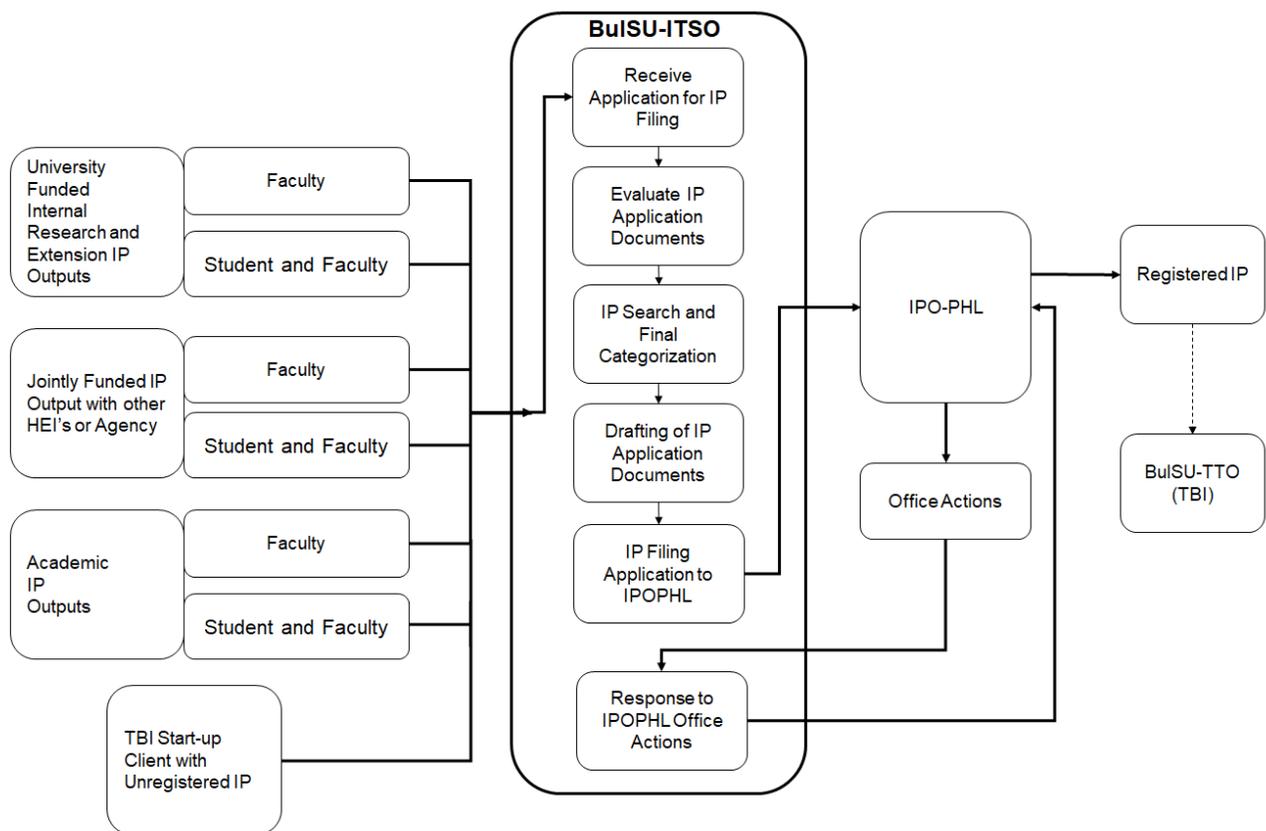


Figure 3: Input-Process-Output Diagram for ITSO

4.2. Intellectual Property Trainings

The secondary function of the ITSO is to provide IP trainings for the University which objectives are:

- 4.2.1. Provide IP Culture Awareness
- 4.2.2. Promote IP Protection

4.2.3. Capacitate Faculty, especially those with research grants with IP Patent Draft Writing Skills for their preparation of IP documents.

4.3. University Representative in Intellectual Property Related Events

ITSO Officers and staff are the University's de-facto IP representative to the following:

4.3.1. IPO-PHL Sponsored and/or Facilitated Trainings and Seminars

4.3.2. WIPO Sponsored and/or Facilitated Trainings and Seminars

4.3.3. National and Regional HEI Association Sponsored and/or Facilitated IP Trainings and Seminars.

4.3.4. University IP related activities and meetings.

Section 5: Responsibilities of the Innovation and Technology Support Office.

The office shall be responsible for the following.

5.1. Provide information about intellectual property (IP).

5.2. Provide IP services for university clients.

5.3. Recommend appropriate IP protection for products to be commercialized.

5.4. Assist creators in the IP application process.

5.5 Conduct IP knowledge and skills trainings and seminars.

5.6. Perform patent search functions, patent drafting functions, IP education and IP awareness

Article IV

CATEGORIES AND TYPES OF INTELLECTUAL PROPERTY INDUSTRIAL RIGHTS

Section 1. Intellectual Properties based on Technology

In terms of technology, there are two main categories of IP's

1.1. Mechanical IP: Mechanical IP's generally includes all hardware forms of IP (i.e: engine, motor, electric or electronic appliances, computer related systems, and the likes). Including the method(s) of making thereof.

1.2. Chemical IP: Chemical IP's generally includes all non-hardware of IP (i.e: food products, new materials, medicine, pesticides, and the likes). Including the method(s) of making thereof.

Section 2. Industrial Property Rights (IPR):

2.1. IPs are further specifically categorized into five kinds of IPR's: Invention Patent, Utility Model, Industrial Design, Trademark, Geographical Indication, and Trade Secrets or Undisclosed Information.

2.2. The ITSO shall work on the applications to IPOPHL of the first four of the abovementioned IPR's with exception of Geographical Indication and Trade Secrets or Undisclosed Information. This is due to IPOPHL at the moment does not process applications of these two kinds of IPR's.

2.3. Invention Patent or Patent

2.3.1. A Patentable invention is any technical solution of a problem in any field of human activity which is new. The Intellectual Property Code of the Philippines sets three conditions for an invention to be deemed patentable: it has to be new, involves an inventive step, and industrially applicable.

2.3.2. An invention involves an inventive step if, having regard to prior art, it is not obvious to a person skilled in the art at the time of the filing date or priority date of the application claiming the invention. An invention that can be produced and used in any industry is considered industrially applicable.

2.3.3. A patent is an exclusive right that allows the inventor to exclude others from making, using, or selling the product of his invention during the life of the patent. Patent owners may also give permission to, or license, other parties to use their inventions on mutually agreed terms.

2.3.4. Owners may also sell their invention rights to someone else, who then becomes the new owner of the patent.

2.3.5. When two or more persons have jointly made an invention, the right to a patent shall belong to them jointly.

2.3.6. The term of a patent shall be twenty (20) years from the filing date of the application. The patent must be maintained yearly, starting from the 5th year.

2.4. Utility Model

2.4.1. A Utility Model (UM) allows the right holder to prevent others from commercially using the registered UM without his authorization, provided that the UM is new based on the Registrability Report.

2.4.2. Compared with invention patents, it is relatively inexpensive, faster to obtain, and with less stringent patentability requirements.

2.4.3. Utility model registration is a protection option that expires at the end of the seventh year from the date of filing without the possibility of renewal.

2.5. Industrial Design

2.5.1. An industrial design is the ornamental or aesthetic aspect of an article. Design, in this sense, may be three-dimensional features (shape or surface of an article), or the two-dimensional features (patterns or lines of color). Handicrafts, jewelry, vehicles, appliances - the subject of industrial designs range from fashion to industrial goods.

2.5.2. The owner of a registered industrial design has the right to prevent third parties from making, selling or importing articles bearing or embodying a design which is a copy, or substantially a copy, of the protected design, when such acts are undertaken for commercial purposes.

2.5.3. In order to be registrable, an industrial design must be a new or original creation.

2.5.4. The following industrial designs shall not be registrable:

2.5.4.a. Industrial designs that are dictated essentially by technical or functional considerations to obtain a technical result;

2.5.4.b. Industrial designs which are mere schemes of surface ornamentations existing separately from the industrial product or handicraft; and

2.5.4.c. Industrial designs which are contrary to public order, health, or morals.

2.5.5. Industrial design registration is a protection option that expires at the end of the fifth year from the date of filing and may be renewed for not more than two consecutive periods of five years.

2.6. Trademark or Servicemark

2.5.1. A trademark is a word, a group of words, sign, symbol, logo or a combination thereof that identifies and differentiates the source of the goods or services of one entity from those of others.

2.5.2. A trademark protects a business' brand identity in the marketplace. Registration gives the owner the exclusive rights to prevent others from using or exploiting the mark in any way.

2.5.3. Aside from being a source-identifier, differentiator, quality indicator, and an advertising device, a protective mark may also bring another stream of income to the owner through licensing or franchising.

2.5.4. The period of protection is ten years from the date of issuance and is renewable for a period of ten years at a time.

Article V

COPYRIGHTS

Section 1. Copyright

1.1. Only Copyright filings by non-governmental entities shall be covered herewith.

1.2. Copyright is the legal protection extended to the owner of the rights in an original work. "Original work" refers to every production in the literary, scientific and artistic domain.

1.3. There are two types of rights provided under the copyright law, namely; economic rights and moral rights (RA 8293 as amended).

1.3.1. Economic rights allow the author or copyright owner to earn "royalty" from the use of his/her work by others. The share in royalties for researchers in government is defined in Section 7(b) of RA 8439.

1.3.2. Whereas, moral rights allow the author to claim authorship of the work and oppose any changes that could harm his/her reputation even after his/her economic rights has been transferred.

1.4. The term of protection for copyright in literary and artistic works, and in derivative works is generally the lifetime of the author plus fifty (50) years. Different rules may apply, however in:

1.4.1. Works of joint authorship

1.4.2. Works of anonymous or pseudonymous works

1.4.3. Photographic works

1.4.4. Works of applied art

1.4.5. Audio-visual works

Section 2. Government Works:

2.1. Government Works are NOT subject to a copyright in accordance with Section 176, R.A. 8293 and Sec.4 of IPO-PHL MC: 2020-24:

2.1.1. *"No copyright shall subsist in any work of the Government created by an officer or employee thereof as a part of his or her regularly prescribed official duties."*

2.2. The government agency has the right to protect its own work. The "government is not precluded from exercising proprietary rights over the work against any party".

2.3. Copyrights can be transferred to the Government, if the works is:

2.3.1. *"Works that are not part of the regularly prescribed official duties of a government employee;"* or

2.3.2. *"Works made for the Government by an author who is NOT a government employee. This includes works created by a consultant."*

Article VI

OWNERSHIP

Section 1: State of Ownership:

1.1. Circumstances of ownership of the IP work shall be disclosed in the IP Disclosure Form to the applicant(s) and/or their representative by the ITSU.

1.2. Full Ownership of the IP by the University does not remove any attribute or due recognition to the IP creator(s) of the registered IP. In fact, they are legally and officially listed and recognized as either the Inventors, Makers or Designers in the IP registration document itself.

Section 2: University Ownership:

Unless specified otherwise in a written agreement between parties; the IP rights to the IP work shall belong to the university, under the following circumstances:

- 2.1. The IP work was commissioned by the University
- 2.2. The IP work was developed using funds of the University
- 2.3. The IP work would not come into existence without the substantial use of facilities or resources of the University.
- 2.4. The IP work was developed by the inventor(s)/maker(s)/designer(s) (i.e. University employee) as part of his/her regularly-assigned duty given by the University (i.e. University funded research outputs, and Faculty-Student Outputs).
- 2.5. The IP work was developed by students, who received in any amount, financial support from the university in the form of scholarships, stipend, tuition waiver or allowance.
- 2.6. The **registered-IP** was assigned or given to the University by the IP creator with duly accomplished deed of assignment.
- 2.7. Subject to the provisions of the Intellectual Property Code of the Philippines and the Philippine Technology Transfer Act of 2009, if the research that resulted to the IP has been funded by another agency, wholly or in part, the university shall decide along with the funding agency on the ownership of the invention, patent rights, and royalty sharing subject to the approval of the Board of Regents. The agreement shall bind all parties.
- 2.8. In the absence of a negotiated agreement, all patents to IP, wherein the funds were sourced by the university, shall be owned by the university.

Section 3. Creator Ownership:

Unless specified otherwise in a written agreement between parties; the IP rights to the IP work shall belong to the IP creator, under the following circumstances:

- 3.1. The IP work was externally funded and developed by an agreement between the creator and a sponsor or third-party that has no connection with the University.

3.2. The IP work was entirely developed and submitted by students, as a course requirement or assignment. With the student(s):

3.2.1. Bearing all the financial requirements of its completion.

3.2.2. Using facilities and resources that does NOT belong to the university.

Section 4. Joint Ownership:

Unless specified otherwise in a written agreement between parties; the IP rights to the IP work shall be equally shared by the University and members of another party once registered, under the following circumstances:

4.1. The IP work was jointly developed by University faculties and students after submission as a course requirement or assignment with the Faculty providing developmental and/or technical advising and assistance (for that without, no output IP is possible).

4.2. The IP work or works came into existence as a direct or indirect output from a joint venture, collaboration or partnership between BulSU and another institution. (i.e. Other HEI's, and agencies)

4.3. There must be present in the partnership MOU or MOA an IP provision that shall cover: the percentage of ownership, IP document processing responsibilities, IP fee application sharing agreement, the use of the IP pending registration, and terms of royalties for the IP once registered

Section 5: Sharing of Ownership:

5.1. Upon registration of the IP and said IP falls under the "Joint Ownership" provision, the University as the assignee through the ITSO shall prepare a special deed of assignment that shall equally distribute the IP assignee rights with the IP creator(s).

5.2. Ownership sharing shall not be the reference for Royalties and Revenue Sharing. An independent Royalty Sharing agreement shall be through the KTTO, if the IP is to be commercialized.

Section 6: Waiver of Ownership:

6.1. The university, through its representatives and designated officials shall waive its rights to ownership of works in favor of the IP creator if all of the following conditions are true.

6.1.1. The university chooses not to file a patent application for reasons like no obvious commercial value or viability, or the inventor already elected to file.

6.1.2. The waiver would expedite the transfer of technology and allow for the ready access of the public of the works.

6.1.3. The waiver would not violate any contractual obligations with a third party.

6.1.4. In fair practice, the situation clearly indicates that a waiver shall be executed.

6.2. No waiver shall be issued unless a written commitment to no longer develop the invention using university funds or other university resources will be executed by the IP creator(s).

6.3. No waiver shall be issued that may violate any contractual obligation with the university.

6.4. The university shall dictate the other conditions of a waiver, such as revenue sharing, university shares in a spin-off company formed around the IP.

6.5. The university shall dictate the other conditions of a waiver, such as revenue sharing, university shares in a spin-off company formed around the invention, a non-exclusive royalty free license to use the invention for teaching, academic and other non-commercial purposes.

Article VII

IP DISCLOSURE

Section 1: Confidentiality of Information

An IP work applied for IPOPHL registration developed by a faculty member or student to which the University claims full or partial ownership must promptly disclose the details of the IP work to the ITSO. All information are bound to confidentiality.

Section 2: Non-Disclosure Prior to IPOPHL Publishing

Public disclosures are allowed only AFTER IPO-PHL has published the filed IP based on agency's own IP registration procedure.

Section 3: Funding Related Disclosures

3.1. The faculty member or student must inform the ITSO about their intent to present for purposes of external funding for their work.

3.2. Presentations may be allowed but with restrictions as to the disclosed information.

Article VIII

INCENTIVES

Section 1. Incentive Program

A board-approved incentives program shall govern the grant of such to all faculty members, researchers, students, staff and visiting professors, who may apply for the grant of such.

The university recognizes the efforts of the researchers to go through the process for patents and copyrights by the Intellectual Property Office of the Philippines (IPOP HL). The following incentives are permitted for the researchers.

1. Submission of full invention disclosure and NDA (non-disclosure agreement) for the intellectual property work for subsequent patent search and draft	Php	10,000.00
2. Filing of IP application to IPOP HL	Php	10,000.00
3. Registration of IP by IPOP HL		
3.1 Patented invention	Php	60,000.00
3.2 Utility model	Php	40,000.00
3.3 Industrial design/Trademark	Php	20,000.00

Section 2. Royalties for Institutional IP's:

2.1. For duly **registered IP** rights owned or co-owned by the university. The university shall enter into an agreement for royalty sharing of the IP rights with the corresponding IP creator(s), if the registered IP is to be commercially exploited by an outside party.

2.2. Specifics on the Royalties and Revenue Sharing Agreement shall be determined and accomplished by the KTTO.

Article IX

SPECIFIC GUIDELINES AND PROCEDURES

Section 1. Guidelines for IPOPHL Application

1.1. Overview of General Requirements:

1.1.1. The application for IP registration and deposit through ITSO may be applied by the author or creator of the work, his/her heirs, authorized representative or legal assignee.

1.1.2. Creators must file the application in person, or through a duly authorized representative. Listed are the general requirement forms:

1.1.2.a. IP Evaluation Form

1.1.2.b. IP Work Disclosure Form

1.1.2.c. Non-Disclosure Agreement

1.1.3. Applicants are to disclose among others, the circumstances to their ownership and role in the development of his/her/their IP work.

1.1.4. These general requirement forms for request for a grant of a Philippine Patent, Utility Model, Industrial Design and Trademark are available at the ITSO and RMO office.

1.1.5. Electronic versions (i.e. fillable PDF's) of these forms will be developed and uploaded in the University Official Website.

1.2. Accomplishing the IP Evaluation Form

1.2.1. The title of the IP work should be the end product of the research or thesis. Avoid using the research or thesis paper's original title.

1.2.2. Mostly for chemical IP's the process is included in the title. Add the phrase "and the process of making of" or "and the method of making of" after the product in the title.

1.2.3. Lists of names of creators shall be in this format:

Last Name, Given Name and Middle Name.

1.2.4. Naming Order of Creators shall be:

(a) For Student and Faculty IP work. The student's names shall be listed first and then the faculty names shall be listed last.

(b) Order of names shall be based on the amount of contribution of the creators, with the first name listed as the main creator and complying with provision in (a), when applicable.

(c) In case of equal creative contribution: Names will be arranged alphabetically and complying with provision in (a), when applicable.

(d) Applicant must already know the order of contribution of the creators before filing. ITSO will encode the names in the application to IPO-PHL based on the provided information as is.

1.2.5. A sample of the form is found in the Appendices as appendix A.

1.3. Accomplishing the IP Disclosure Form

1.3.1. This form is accomplished by the assigned representative.

1.3.2. The disclosure form contains the general description of the IP work and should have the following information disclosed:

(a) The Title (same as found on the IP Evaluation form)

(b) A brief statement of its nature and purposes

(c) Brief explanation of the drawings, if any.

(d) Complete list of IP creators arranged in the order as found in the IP evaluation form.

(e) Recent home and active email address information of each creator must be provided.

1.3.3. A sample of the form is found in the Appendices as appendix B.

1.4. Accomplishing the Non-Disclosure Agreement (NDA)

1.4.1. This form is accomplished by the assigned representative.

1.4.2. This form prevents the creators from prematurely divulging the IP work before IPO-PHL publishing.

1.4.3. The NDA has no more effect when IPOPHL publically publishes the IP work as part of the agency's own IP registration procedure.

1.4.4. A sample of the form is found in the Appendices as appendix C.

1.5. Accomplishing the Letter of Designation of Representative

1.5.1 In cases of multiple IP creators a "Letter of Designation of Representative" shall be included along with three earlier forms.

1.5.2. All listed creators must sign this document for the ITSO will only update and send related IP documents to the assigned representative.

1.5.3. It is required that the Representative **MUST BE ONE** of the IP creators.

1.5.4. Any changes in representative shall be made known in writing or email to the ITSO.

1.5.5. Letter or email must state the reason for the change. A new and notarized "Letter of Designation of Representative" must be prepared and signed by the creators and sent to ITSO.

1.5.6. All forms received from the original representative are still valid prior to his/her replacement.

1.5.7. A sample of the letter is found in the Appendices as appendix D.

1.6. Accomplishment of Specific Requirements:

1.6.1. In addition to the general requirements, the applicant or representative must also submit all specific documents both hard and soft copies to the ITSO for his/her/their application to proceed.

1.6.2. Specific Requirements for MECHANICAL Invention or Utility Model:

1.6.2.1. Documentary description of the Invention or utility model (specification and claim/s). This document provides the following information:

- (a) The Title
- (b) A brief statement of its nature and purposes
- (c) Brief explanation of the drawings, if any
- (d) Complete and detailed enabling description
- (e) Distinct and explicit claim or claims which the applicant seeks to be protected.

1.6.2.2. The abstract of the invention or utility model.

1.6.2.3. Technical Line Drawings of the invention or utility model with:

- (a) Top, Bottom, Front, Rear, Sides and Perspective views
- (b) One set with numbered part labels and one set without part labels
- (c) If it has procedural/method component include the Process Flow Chart(s)
- (d) Optional: Document or Video of Product and/or Process to support claim of innovation and/or inventive step.

1.6.3. Specific Requirements for CHEMICAL Invention or Utility Model:

1.6.3.1. Documentary description of the Invention or utility model (specification and claim/s). This document provides the following information:

- (a) The Title
- (b) A brief statement of its nature and purposes
- (c) Brief explanation of the drawings, if any
- (d) Complete and detailed enabling description
- (e) Distinct and explicit claim or claims which the applicant seeks to be protected.

1.6.3.2. The abstract of the invention or utility model.

1.6.3.3. Process Drawings of the invention or utility model with:

- (a) Detailed Process Flowcharts: as this may have more than one process in order to attain the end product.
- (b) Table of Ingredient or Component to Product Ratio either by weight or volume.
- (c) Supportive Test Results from an external agency or party, related to prove the safe and efficient use of end product (i.e. eco-friendly, acceptable level of toxicity, food safety grade, etc).
- (d) Optional: Document or Video of Product and/or Process to support claim of innovation and/or inventive step.

1.6.4. Specific Requirements for Industrial Design:

1.6.4.1. Documentary description of the industrial design (specification and claim/s)

- (a) The Title
- (b) A brief statement of its nature and purposes
- (c) Brief explanation of the drawings (required)
- (d) Complete and detailed enabling description

1.6.4.2. Drawings of the industrial design with:

- (a) Top, Bottom, Front, Rear, Sides and Perspective views
- (b) Only one set of drawings without part labels.

1.6.5. Specific Requirements for Trademark or Servicemark:

1.6.5.1 Documentary description of the mark

- (a) The Title
- (b) The Mark itself. It should be a clear sized picture or drawing of the Mark in its correct, original and intended color(s).
- (c) Claim of color. List of other color(s) that this marks can come to use.
- (d) A short description of the design elements found in the mark
- (e) List of SPECIFIC goods and services that this mark is to be used.

1.6.5.2. Declaration of Actual Use (DAU): this form is an additional form, if the purpose is a renewal of the mark.

1.7. Verification of Documents:

1.7.1. All submitted documents are verified and inspected for compliance and completeness by the ITSO-Technical Staff

1.7.2. Applicant or representative will be informed for any incomplete document or incorrect entries.

1.7.3. Incomplete or incorrect documents would be returned to the applicant or representative for completion or corrections.

1.7.4. Resubmitted documents are subject to a second verification.

1.7.5. Any misrepresentation discovered on the part of the applicant or representative with regards to the submitted documents during the application process could lead to the rejection/cancellation of his/her/their IP work application.

Section 2. Guidelines for IP Keyword and Patent Search:

- 2.1. Once the documents are verified complete and correct. The ITSO-Technical staff shall perform an IP Keyword Search of the IP work being applied.
- 2.2. The level of novelty of the IP work would be the basis to categorize the IP work, if it is an invention/patent, utility model, industrial design or trademark.
- 2.3. The ITSO-Technical Staff shall use free-online patent search webpages or engines to verify the patentability of the IP work. Listed are the commonly used patent search websites also used by IPOPHL.
 - 2.3.1. IPOPHL Patent/Design Search (Local)
 - 2.3.2. Patentscope (from WIPO)
 - 2.3.3. Espacenet (European)
 - 2.3.4. Google Patents (International)
 - 2.3.5. JPPTO (Japan)
- 2.4. The use of subscription-based patent search account is also another way to perform the search. It is to be utilized once available for ITSO.
- 2.5. In the event that an IP work fails the IP Keyword Search, and/or it does not qualify for registration due to an existing or an EXACTLY matching IP, the IP work will not be considered for document drafting and/or filing to IPOPHL. The applicant or their representative shall be informed about the existence of an earlier similar IP work to his/her application.
- 2.6. The IP Search Report is signed by the ITSO Technical Staff and a copy is provided to the applicant or representative, regardless of the search result.
- 2.7. The format of the patent search report is derived from IPOPHL. A sample of the form is found in the Appendices as appendix E.

Section 3. Guidelines for IPOPHL Application Document Drafting

- 3.1. Once that the ITSO determined the level of novelty of the IP work, the appropriate IPOPHL application forms will be drafted. This can be for an invention patent, or a utility model, industrial design or trademark.
- 3.2. ITSO still requires the applicant or representative to submit additional documents in order to comply with IPO-PHL's format of IP documentation.
- 3.3. The ITSO Technical Staff and/or the IP Document Writer shall perform a proof read of the IP document before transmitting to the ITSO Head for signing.
- 3.4. The required finalized documents will be prepared and printed by ITSO-Technical and the IP document writer and duly signed by the ITSO Head as the 'IP Agent'.

Section 4. Guidelines for IP Disclosure:

4.1. After signing of IP Work Disclose Form (IPDF) and the Non-Disclosure Agreement (NDA) the applicant or representative must be responsible to protect the IP work by avoiding early public disclosure such as peer publications and presentations that would pre-empt the IPO-PHL's publishing.

4.2. If the presentation is required for funding from DOST or any funding institutions. There must be non-disclosure agreement prior to the presentation between the University through the presenter and the funding institution before presenting.

4.3. The content of the presentation will depend on the status of the IP Application filed:

4.3.1. IPO Filed and Not yet IPO-PHL Publish

The presentation must be general in content. No specific information as to the formulation, exact parameters and special process shall be divulged in the presentation.

4.3.2. IPO-PHL Published or Registered

The content of the presentation may contain or disclose the formulation, exact parameters and special process.

Section 5. Guidelines for IPOPHL Online Application Filing:

5.1. Rationale: IPOPHL started exclusive online processing of application starting September 2020 for fees below PHP 100,000.00. This is due to the COVID-19 pandemic and is the subject of IPOPHL MC2020-024

5.2. After the ITSO Head has signed the IP documents will be scanned and/or converted to PDF and sent to the IPO-PHL's e-services for IP applications either by the ITSO Technical Staff or the ITSO Head.

5.3. Online acknowledgment receipts from the electronic filing shall be printed for purpose of documentation.

Section 6. Guidelines for IPOPHL Online Payments:

6.1. Rationale:

Payment of fees for IPO-PHL is also online. Funds for the fees shall be sourced from either the RMO Budget and/or the University's Income Generating Fund (IGF).

6.2. Request for Internal Funding for Fee Payment

6.2.1. Online acknowledgements for online IPOPHL transactions include the statement of account (SOA) for a certain payable fee.

6.2.2. The SOA is printed out and a request for funding is prepared by the ITSO Administrative staff, duly noted by the ITSO head and filed for

approval of the RSS assistant director, RMO director, VPRDE and the University President.

6.2.3. Careful monitoring of the funding request and the due date of payment must be ensured by the ITSO Administrative Staff, to prevent the withdrawal or cancellation of application.

6.2.4. In case of application cancellation due to missing the due payment date. The application can be electronically re-applied by the ITSO technical staff, provided that the released amount for payment and payment due are the same.

6.3. Reimbursable Payment by Applicant or Representative

6.3.1. If the applicant or representative offers or agrees to shoulder the payment of the fees to expedite the transactions. He/she can do so and reimburse the amount from ITSO later on.

6.3.2. The online payment shall be overseen or made by the ITSO Liaisons staff upon receiving the amount from the applicant or representative.

6.3.3. In order for the amount to be reimbursable, the “applicant name” on the IPOPHL receipt or online bank transaction receipt must be “BULACAN STATE UNIVERSITY” and the “payee’s” name is either the applicant or their assigned representative and/or the -ITSO Officer or staff. The receipt is to be retained to ITSO.

6.3.4. ITSO shall prepare a “Reimbursement Request” for the online transaction payment. The original receipt will be attached to this request and submit this to the Accounting Office

6.3.5. Once the amount is available, ITSO will contact the applicant or the representative to receive the reimbursed amount.

6.3.6. The applicant or the representative will sign a proof of receipt of the amount.

6.3.7. This reimbursement form of payment is applicable to any fee that may arise during the application process of the IP registration.

6.3.8. A sample of the Reimbursement form is found in the Appendices as appendix F.

Section 7. Guidelines for Responding to IPOPHL Office Actions

7.1. Rationale:

IPOPHL after receipt of the application documents shall examine and evaluate it. Their findings and suggestions to correction to the documents come in the form of a letter (and an advance email notices of the same letter) known as “Office Actions”.

Online filed application has this feature of advance email notices, whereas previously manual filed just have the regular post or snail mail.

7.2. Online Reply to IPOPHL Office Actions

7.1.1. Reply to both forms of Office Actions is through the IPOPHL e-patent portal.

7.1.2. Response to the office actions shall be prepared by the ITSO Technical Staff with the assistance of the IP document writer.

7.1.3. Responses shall be signed by the ITSO Head, after which the response documents will be scanned and submitted to the IPOPHL e-patent portal.

7.1.4. Office actions shall be made immediately as possible as not to delay response, to avoid cancellation or withdrawal of application.

7.1.5. If the office action will require payment of an online fee, provisions of Section 6 of this article shall be followed.

Section 8. Guidelines for Sharing for Joint Ownership

8.1. Rationale:

This is to implement the joint ownership of the registered IP that was temporarily assigned to the University during the application process with IPOPHL. This covers only Joint Owned IP's certified by ITSO.

8.2. Computation of fractional ownership. The table below shows is how the fractional sharing of the IP Ownership.

Number of Creators	Fraction of Ownership per Creator	Fraction of Ownership University
1	$\frac{1}{2}$	$\frac{1}{2}$
2	$\frac{1}{3}$	$\frac{1}{3}$
3	$\frac{1}{4}$	$\frac{1}{4}$
4	$\frac{1}{5}$	$\frac{1}{5}$
5	$\frac{1}{6}$	$\frac{1}{6}$
n	$\frac{1}{(n+1)}$	$\frac{1}{(n+1)}$

8.3. ITSO shall prepare a special deed of assignment that shall equally distribute the IP assignee rights with the inventors/makers/designers.

8.4. In this special deed of assignment, it shall be made clear via a provision or statement that the university shall still retain an assignee designation with the same fraction as the individual inventor/maker/designer to the said jointly owned IP.

8.5. Certified True Copies or Duplicates of the Special Deed of Assignment shall be given to the owners after the originals have been notarized.

Section 9. Guidelines for Granting of Incentive for Registered IP

9.1. Rationale:

The following guidelines come directly from the Incentive Provision in the approved 2020 RMO Manual, Article 12, Section 3, which states as follows:

9.1.1 *The University recognizes the efforts of the researchers/inventors to go through the screening process for patents by the Intellectual Property Office of the Philippines (IPOP HL).*

9.1.2 *Submission IP evaluation form and NDA (non-disclosure agreement) for the intellectual property work for subsequent patent search and draft* Php 10,000.00

9.1.3 *Filing of IP application to IPOP HL* Php 10,000.00

9.1.4 *Registration of IP by IPOP HL*

i. *Invention* Php 60,000.00

ii. *Utility Model* Php 40,000.00

iii. *Industrial Design* Php 20,000.00”

9.2 . Application Procedures

9.2.1. *The applicant shall submit all the required documents to the Research Management Office (RMO). Incomplete submission shall not be accepted.*

i. *Letter of Request*

ii. *Proof or Evidence of Submission/Acceptance and/or Certification from IPOP HL*

9.2.2. *Upon receipt of the documents, the RMO shall conduct evaluation of the request.*

9.2.3. *The RMO shall recommend action on the application and forward the same to VPRDE, EVP and University President for approval.*

9.3. Other Conditions

9.3.1. *The grant of incentive is only applicable to applications filed in the Philippines.*

9.3.2. *The name of the University should be listed as the applicant’s affiliation in the submission, filing or application.*

9.2.3. *The process filing and application shall be overseen by the ITSO.*

9.2.4. *For those still with unclaimed incentives with registered IP assigned to the university, the inventor/maker/designer/ is to be given the maximum full incentive depending on the IP type registered.*

9.2.5. *For multiple inventors, the incentive shall be equally divided among the inventors. However, other collaborating inventors who are connected in other universities or agencies are not eligible to the incentive program.*

9.2.6. *The aforementioned amounts are merely incentives and NOT royalties.*

9.2.78. *A sample of the request letter form is found in the Appendices as appendix G.*

Section 10. Guidelines for Confirmation of IP Registration

10.1. At the moment the IP is registered, the ITSO shall obtain the official registration from IPO-PHL after paying the appropriate fee.

10.2. The original IP Registration will be presented to the University President together with (if possible) all the IP creators and/or representative.

10.3. This special event shall be scheduled and properly documented by the RMO and ITSO.

10.4. Incentives or Awards maybe given during the IP registration presentation, if these incentive or awards are available at the time. Otherwise the awarding shall be done based on any of the following events:

10.4.1. University Anniversary

10.4.2. Graduation

10.4.3. Flag Ceremonies

10.4.4. Special Scheduled Ceremonies

10.5. Certified True Copies (CTC) of the IP Registration shall be provided upon request from ITSO for all the listed creators of the IP as found in the IP Evaluation Form. These CTC's can be used as proof of IP registration for any purpose that the IP creator is required to present.

10.6. The original registration shall be turned over to the University Records Office.

10.7. Certified True Copies (CTC) of the registration can be requested from the Records Office

ARTICLE X

PENALTIES

Any person found to violate any of the provisions of this policy shall be subject to disciplinary action in accordance with the provision of the applicable faculty, administrative, staff and employee manual.

ARTICLE XI

REVISIONS

This document is subject to policy and procedural revision(s), as required due to future changes in concerned agencies memorandum circulars, office orders, new IP related legislation and amendments in the IP code.

For the purpose of continuous improvement in the administering of the ITSO. Revisions are subject to the evaluation and final approval of the BulSU Research Director, VPRDE, and the University President.

ARTICLE XII

EFFECTIVITY

This policy shall take effect upon approval of the Board of Regents.

TERMINOLOGIES

Listed are the terminologies associated with this manual, along with their abbreviations. Additional terms are provided as these are mentioned in the references, mainly the Intellectual Property (IP) Code of the Philippine – R.A. 8293 and WIPO.

Without prejudice to any applicable laws, in this manual the definitions set out below shall apply:

Architectural Design. A concept that focuses on components or elements of a structure.

Author. Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP Code of the Philippines (R.A. 8392).

Background IP. Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of a An employee, or registration in the case of a Student.

Breeder. A university personnel or student who bred, or discovered and developed a new plant variety; or the person who is the employer of the aforementioned person or who has commissioned the work; or the successor-in-interest of the forgoing persons as the case may be; or the holder of the Certificate of Plant Variety Protection. (R.A. 9168 Sec 3.c)

Commercialization. Any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. Commercialize is similarly defined.

Confidential Information (CI). Any information or data of confidential nature, including all oral and visual information or data, and all information or data recorded in writing or in any other medium or by any other method, and all information and data which the University is under obligation, whether contractual or otherwise, not to divulge.

Copyright. The legal protection extended to the owner of the rights in an original artistic or literary work(s).

Course Materials. All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted in the University; and all IP in such materials.

Creator. Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of ‘inventor’, ‘author’ or ‘breeder’ as generally implied in the IP Code of the Philippines (R.A. 8392).

Designer(s). Any person to whom this Policy is applicable, who is/are the creator(s) of an industrial design.

Employees. Any person who is under a contract of employment with the University including technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

Faculty. Any person who is under a contract of employment with the University specifically for academic, research, extension and appointed administrative works, whether full-time or part-time or on a temporary basis.

Genetic Resources (GRs). “Genetic material of actual or potential value.” Genetic material is defined as “any material of plant, animal, microbial or other origin containing functional units of heredity”. Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific Research. Examples include medicinal plants, agricultural crops and animal breeds.

Geographical Indication (GI). A sign used on products that have a specific geographical origin and possess qualities or a reputation that are due to that origin. In order to function as a GI, a sign must identify a product as originating in a given place.

Industrial Design (ID). An 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. (Sec. 112 R.A. 8392)

Institutional IP. IP claimed, owned or co-owned by the Institution/University.

Intellectual Property (IP). All outputs of creative endeavor in any field at the University for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- a) literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of University resources or facilities;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable and non-patentable technical information;
- g) designs including layout designs (topographies) of integrated circuits;
- h) plant varieties and related information;

- i) trade secrets;
- j) know-how, information and data associated with the above; and
- k) any other University-commissioned works not included above.

Intellectual Property Rights (IPRs). The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trade mark, registered design or plant breeders' right, respectively.

Invention. This refers to Patentable Inventions which is "any technical solution of a problem in any field of human activity which is new, involves an inventive step and is industrially applicable shall be patentable. It may be, or may relate to, a product, or process, or an improvement of any of the foregoing". (Sec. 21, R.A. 8392)

Inventor(s). Any person to whom this Policy is applicable, who individually or jointly with others makes a patentable invention and who meets the criteria for inventorship under the IP Code of the Philippines (R.A. 8392).

IP Code. Refers to Republic Act (R.A.) 8392 or the Intellectual Code of the Philippines and its amendments.

IP Disclosure Form. The form provided by ITSO to be completed by Creators and submitted to ITSO to document their creation.

IP Work. Refers to research, academic and extension output that has potential IP registrability. Also refers to unregistered IP.

Innovation and Technology Support Office (ITSO). The IP administrative unit established and responsible primarily for the IP protection management of all IP-related activities and concerns of the University.

Higher Education Institution (HEI). These institutions of higher learning that are both private or public colleges and universities, both local and international. Locally, these are administered and regulated by the Commission on Higher Education (CHED).

Joint Venture. (As within the concept of Philippine law) is organized or established only for some transient or temporary business objective.

Know-how. Any methods, techniques, processes, discoveries, inventions, innovations, non-patentable processes, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information.

Maker(s). Any person to whom this Policy is applicable, who is/are the creator(s) of an utility model.

Mark. Any visible sign capable of distinguishing the goods (trademark) or services (service mark) of an enterprise and shall include a stamped or marked container of goods.

Open Educational Resources (OER). Teaching, learning and Research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

Partnership. By the contract of partnership two or more persons bind themselves to contribute money, property, or industry to a common fund, with the intention of dividing the profits among themselves (Philippine Civil Code : Art. 1767)

Plant. "Includes terrestrial and aquatic flora." (R.A. 9168 Sec. 3.i)

Public Disclosure. The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; 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; demonstration of an Invention at a trade show; or the industrial application of an Invention.

Public Domain. The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

Research. Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

Research Contract. Any type of agreement between the University and an external party or research sponsor, concerning Research, which could result in IP being created at the University. This shall include, but is not limited to, all sponsorships, donorships and collaborations with the external party or research sponsor.

Research Project. Any project that forms the basis of Research undertaken by the University and includes projects undertaken by a Student, under the supervision of an employee or a Visitor, as part of a research degree program.

Scholarly Works. All copyright works which are the outputs of Faculty, Students or Visitors, including Research, creative and other outputs in area(s) of his/her expertise. It does not include Course Materials and computer software and databases.

Student. Any student registered for an approved course at the University.

Substantial Use. Extensive and unreimbursed use of the University's resources which include but are not limited to facilities, equipment, human resources or funds and

Background IP that is not publicly available. Not included is routine use of libraries and/or office space.

Trade Secret or Undisclosed Information. Shall mean information which is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; confidential information not publicly available that has commercial value because of its confidential nature, and which the owner has taken reasonable efforts to keep secret.

Traditional Knowledge (TK). A living body of knowledge resulting from intellectual activity in a traditional context, which includes know-how, practices, skills, and innovations. TK embodies the traditional lifestyles of indigenous peoples and local communities and is transmitted from generation to generation, often forming part of the cultural and spiritual identity of the community. TK is not limited to any specific technical field, and may include agricultural, environmental and medicinal knowledge. TK also often encompasses knowledge associated with Genetic Resources.

University. Bulacan State University (BuSU). Comprising the Main Malolos Campus and all the Satellite and Extension Campuses.

University Resources. All tangible resources provided by the University to inventors, including:

- (a) Facilities such as office, laboratory, studio space and equipment;
- (b) Computer hardware and software;
- (c) Advisory support and secretarial services;
- (d) Research teaching, and laboratory assistance;
- (e) Supplies;
- (f) Utilities;
- (g) Funding and reimbursement for research and teaching activities, including travel.

University resources does not include salary, insurance or retirement plan contribution paid to or for the benefit of the Creators.

Utility Model (UM). Any technical solution of a problem in any field of human activity which is new and is industrially applicable. Utility Model does not involve an inventive step.

Variety. "A plant grouping within a single botanical taxon of the lowest known rank, that without regard to whether the conditions for plant variety protection are fully met, can be defined by the expression of the characteristics resulting from a given genotype or combination of genotypes, distinguished from any other plant groupings by the

expression of at least one (1) characteristics, and considered as a unit with regard to the suitability for being propagated unchanged. A variety may be represented by seed, transplants, plants, tubers, tissue culture plantlets, and other forms.” (R.A. 9168 Sec 3.m)

Visitor. Any person who is neither an Employee nor a Student of the University who engages in work at the University, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the University.

Works. Original intellectual creations in the literary and artistic domain protected from the moment of their creation and shall include in particular:

(a) Manuscripts, educational course materials and academic papers;

(b) Books, pamphlets, articles & other writings;

(c) Periodicals and newspapers;

(d) Lectures, sermons, addresses, dissertations prepared for oral delivery, whether or not reduced in writing or other material form;

(e) Letters;

(f) Dramatic or dramatic-musical compositions, choreographic works or entertainment in dumb shows;

(g) Musical compositions, with or without words;

(h) Works of drawing, painting, architecture, sculpture, engraving, lithography or other works of art; models or designs for works of art;

(i) Original ornamental designs or models for articles of manufacture, whether or not registrable as an industrial design, and other works of applied art;

APPENDICES

Appendix A ; IP Evaluation Form



Republic of the Philippines
Bulacan State University
Research Management Office
Innovation and Technology Support Office
City of Malolos, Bulacan
Tel. No. 919-7800 loc. 1029

Intellectual Property (IP) Evaluation Form

Instructions: To be filled out by the IP creator or assigned representative. Please write in legibly print text and with black ink only.

I. Title of the IP work:

II. Creator(s) of IP Work

a. Campus:

- Malolos-Main Bustos Meneses (Bulakan)
 Hagonoy SJDM Pulilan
 San Rafael

b. College(s)

c. IP work is Output of:

- University Funded Research Academic Requirement
 Jointly Funded Research Extension

d. NAME OF IP CREATOR(S): LAST NAME, GIVEN NAME, M.I.

Alphabetical Order = Equal Participation/Contribution to IP Creation

Non-Alphabetical Order = In Order of Highest to Lowest Degree of Participation/Contribution to IP Creation.

Students:

College:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Faculty:

College:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

e. NAME OF IP CREATOR(S) REPRESENTATIVE: LAST NAME, GIVEN NAME, M.I.

Certified True and Correct:

Signature Over Printed Name of Representative

Date Signed

VIII. Action to be taken by BulSU-ITSO

For IPO-PHL Filing

Further Evaluation

Remarks:

Evaluated by:

_____ on __ / __ /20__

Head, BulSU-ITSO

Noted by:

_____ on __ / __ /20__

MS. CARLA M. CLEMENTE

Asst. Director of Research Support Services

Approved by:

_____ on __ / __ /20__

RICHARD F. CLEMENTE, Ph. D

Director of Research Management

Appendix B : IP work Disclosure Form



Republic of the Philippines
Bulacan State University
Research Management Office
Innovation and Technology Support Office
City of Malolos, Bulacan
Tel. No. 919-7800 loc. 1029

Intellectual Property (IP) Work Disclosure Form

Instructions: To be filled out by the IP creator or assigned representative. Please write in legibly print text and with black ink only.

I. Title of the IP work:

--

II. Profile of Creator(s) of IP Work

List All Creators Information. Follow order of participation/contribution with students leading before the faculty (when applicable). You may add more profile of the other creators as attachment to this form if the provided tables are full.

Creator #1.

Name	
Place and Date of Birth	
Address	
City	
Zipcode	
E-mail	
Citizenship	

Creator #2.

Name	
------	--

Place and Date of Birth	
Address	
City	
Zipcode	
E-mail	
Citizenship	

Creator #3.

Name	
Place and Date of Birth	
Address	
City	
Zipcode	
E-mail	
Citizenship	

Creator 4.

Name	
Place and Date of Birth	
Address	
City	
Zipcode	
E-mail	
Citizenship	

Creator #5.

Name	
Place and Date of Birth	
Address	
City	
Zipcode	
E-mail	
Citizenship	

Creator #6:

Name	
Place and Date of Birth	
Address	

If yes, who & when?

d. HAVE YOU OFFERED IT FOR SALE OR SOLD IT?

If yes, who & when?

e. I\We the creator(s) listed herewith truthfully disclosed the IP work and certified that all important detail have been disclosed to the best of our knowledge and effort. If there are any missing information, it shall be provided immediately to BulSU-ITSO in order to finish and transmit the IP application documents to IPO-PHL.

COMPLETE LIST OF INVENTOR'S SIGNATURE OVER PRINTED NAME

INVENTOR 1

INVENTOR 2

INVENTOR 3

INVENTOR 4

Evaluated by:

_____ on __ / __ /20__

Head, BulSU-ITSO

Noted by:

_____ on __ / __ /20__

MS. CARLA M. CLEMENTE

Asst. Director of Research Support Services

Approved by:

_____ on __ / __ /20__

RICHARD F. CLEMENTE, Ph. D

Director of Research Management

Appendix C: Non-Disclosure Agreement



Republic of the Philippines
Bulacan State University
Research Management Office
Innovation and Technology Support Office
City of Malolos, Bulacan
Tel. No. 919-7800 loc. 1029

NON-DISCLOSURE AGREEMENT (NDA)

I. The Parties. This Mutual Non-Disclosure Agreement, herewith referred to as the "Agreement" effective as of _____ 20____, hereinafter referred to as the "Effective Date", is by and between:

Party A described as the entity known as **Innovation and Technology Support Office (ITSO) of the Bulacan State University (BulSU)**

AND

Party B described as the individual(s) known as **Intellectual Property Creator(s) and/or Representative(s)**

For the Invention / Utility Model entitled:

_____ as disclosed in the
accomplished Invention Disclosure Form (IDF)

For the Industrial Design/ Trademark entitled

_____ as disclosed in the
accomplished IP Evaluation Form (IPEF)

II. Confidential Information. In this Agreement, the term "Confidential Information" shall be proprietary information in reference to Intellectual Property herewith referred to as "IP" by Party A and Party B that is defined as:

(a) for Inventions and Utility Model : *All IP related Documentations, these includes: resource dissertations and/or thesis, design drawings and/or photographs, audio and video recordings, scripts, and all related filled-in forms.*

(b) for Industrial Designs and Trademark (servicemarks) : *Specific IP related Documentations. These includes: exact design dimensions and information in materials used. The exposed nature of industrial designs and trademarks exempts these said IP's from violating this NDA by being photographed or recorded in video.*

III. Non-Disclosure. The Parties agree that while the IP has not been published by the IPO-PHL and/nor registered by the National Library, they shall have the obligation to:

(a) hold the Confidential Information in the strictest confidence;

(b) not use the Confidential Information for any personal gain or detrimentally to the other Party;

(c) take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against disclosure;

(d) not disclose the fact that the Confidential Information has been made available or that discussion and negotiations are taking place or have taken place or any of its terms, conditions or other facts with respect in the transactions; and

(e) not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of a breach by any of the Parties and their confidentiality obligations hereunder.

IV. Exceptions to Confidential Information. The Parties shall not be restricted from disclosing or using Confidential Information that:

(a) is provided by either Party A or Party B as part of the requirements to the process of filing for IP registration and protection to the Intellectual Property Office of the Philippines (IPO-PHL) and/or Copyright registration and protection to the National Library of the Philippines;

(b) is provided by either Party A or Party B in response to a valid order by a court or other governmental body, as otherwise requires by law;

(c) was freely available in the public domain at the time it was communicated between the Parties;

(d) subsequently, came to the public domain through the Publishing stage of the IP registration and protection process; or

(e) is provided by Party A for purposes of external agency funding, office reports, documentation for accreditation and certifications by signed authorization of an officer or representative of Party A.

V. Use or Disclosure of Confidential Information. The Parties shall only use the Confidential Information for purposes of the IP filing and registration process. Party A and Party B shall disclose the Confidential Information received under this Agreement to persons within their organization only if such persons are on a "need to know" basis. The Parties shall advise each person to whom disclosure is permitted that such information is confidential and proprietary property and may not be disclosed to others or used for their own purpose.

VI. Notice of Disclosure. In the event that any of the Parties receive a request or is required (by deposition, interrogatory, and requests for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Confidential Information, the Parties agree, if legally permissible, to:

(a) promptly notify the other Party of the existence, terms and circumstances surrounding such request or requirement;

(b) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request or requirement; and

(c) assist the other Party in seeking protective order or other appropriate remedy; provided, however, that the disclosing Party shall not be required to take any action in violation of applicable laws.

VII. Term. This Agreement, with respect to Confidential Information will remain in effect for until the IP has been duly published by IPO-PHL and/or duly registered by National Library.

VIII. Covenants. The parties hereto agree that the covenants, agreements, and restrictions (hereinafter "this covenant") contained herein are necessary to protect the IP.

IX. Enforcement. The Parties acknowledge and agree that due to the special and sensitive nature of the Confidential Information, any breach of this Agreement that would cause delay or failure of the IP registration process to which damages or equitable relief may be sought.

X. Authority. This Agreement may not be modified or discharge, in whole or part, except by consent in writing signed by the Parties.

XI. Assignment. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.

In Agreement: Please sign under printed name:

Party A:

Party B:

_____/_____/_____
Printed name over signature
BulSU-ITSO Head

_____/_____/_____
Printed name over signature
Representative IP Creator(s) Representative

Noted by:
_____/_____/_____
MS. CARLA M. CLEMENTE
Asst. Director of Research Support Services

Approved by:
_____/_____/_____
RICHARD F. CLEMENTE, Ph. D
Director of Research Management

Appendix D: Assignment of IP Representative



Republic of the Philippines
Bulacan State University
Research Management Office
Innovation and Technology Support Office
City of Malolos, Bulacan
Tel. No. 919-7800 loc. 1029

Assignment of Representative for Intellectual Property Application

Date: _____

This is to assign _____ as the representative for our Intellectual Property (IP) Application entitled:

He/she will be the contact person between us the IP creators and the BulSU-ITSO during the filing up to the registration of the IP work. He/she is given the authority to submit and sign documents in our names as collective creator of the IP work during the entire application process for he/she is also one of the creator of said IP work.

Affixed is our signature of approval for his/her assignment as our IP application representative

Inventor(s)/ Maker(s) / Designer(s) Name(s) :	Signature	Date
1.		
2.		
3.		

Name of Representative:	Signature	Date
1.		

Evaluated by: _____ on __ / __ /20__

Head, BulSU-ITSO

Noted by: _____ on __ / __ /20__

MS. CARLA M. CLEMENTE
Asst. Director of Research Support Services

Approved by: _____ on __ / __ /20__

RICHARD F. CLEMENTE, Ph. D

Director of Research Management
Appendix E: IP Search Report



Republic of the Philippines
Bulacan State University
Research Management Office
Innovation and Technology Support Office
City of Malolos, Bulacan
Tel. No. 919-7800 loc. 1029

INTELLECTUAL PROPERTY SEARCH REPORT

Title				
Filing Date				
Abstract				
International Patent Classification				
Keywords				
Database		String	Search	Number of Hits
DOCUMENTS CONSIDERED TO BE RELEVANT				

Category***Citation of Documents***

Category	<i>Citation of Documents</i>

Special Categories of Cited Documents:

- A document defining the general state of the art which is not considered to be of particular relevance
- X document of particular relevance; the claimed invention cannot be considered novel or cannot be considered to involve an inventive step when the document is taken alone.
- Y document of particular relevance; the claimed invention cannot be considered to involve an inventive step when the document is combined with one or more other such documents, such combination being obvious to a person skilled in the art.

Note: Further references not indicated in this search report may be cited during substantive examination.

CERTIFICATION

Signature of Authorized ITSO Officer

Appendix F: Reimbursement Form



Republic of the Philippines
Bulacan State University
Research Management Office
Innovation and Technology Support Office
City of Malolos, Bulacan
Tel. No. 919-7800 loc. 1029

Intellectual Property Fee Reimbursement Form

Date: _____

This is to kindly request for the reimbursement of fee(s) related to the IPO-PHL application filing with the following information:

IP Application no. : _____

Title : _____

Amount : Php _____ for

Filing and Publishing Fee

Registration Fee

Modification of Entries (Specify) _____

Others (Specify) _____

Paid for **Bulacan State University** by: _____

Supporting Documents: Printout of IPO-PHL SOA and Receipt of Payment

Remarks:

Evaluated by:

_____ on __ / __ / 20__

RICHARD F. CLEMENTE, Ph. D

Director of Research Management

Noted by:

_____ on __ / __ / 20__

ERWIN DR. MAGSAKAY, REE, MSc

VP, Research, Development and Extension

Appendix G: Incentive Letter of Request



Republic of the Philippines
Bulacan State University
Research Management Office
Innovation and Technology Support Office
City of Malolos, Bulacan
Tel. No. 919-7800 loc. 1029

Letter of Request for Incentive of Intellectual Property Application

Date: _____

This is to kindly request for the claim of incentive related to the IPO-PHL application filing with the following information:

IP Application no. : _____

Title : _____

And that the application is now at the stage:

Stage*	Amount
<input type="checkbox"/> 1. Submission IP evaluation form and NDA	Php 10,000. 000
<input type="checkbox"/> 2.Filing of IP application to IPOPHL	Php 10,000. 000
<input type="checkbox"/> 3.Registration of IP by IPOPHL	
<input type="checkbox"/> Invention	Php 60,000. 000
<input type="checkbox"/> Utility Model	Php 40,000. 000
<input type="checkbox"/> Industrial Design	Php 20,000. 000

Regards,
Inventor(s)/ Maker(s) / Designer(s) Name(s) with Signatures

- | | |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

**Intellectual Property (IP) Incentives based on RMO Manual (2020 Edition) Article 12.4 ,Section 3
Attach Supporting Documents*

Evaluated by:
_____ on __ / __ /20__
RICHARD F. CLEMENTE, Ph. D
Director of Research Management

Noted by:
_____ on __ / __ /20__
ERWIN DR. MAGSAKAY, REE, MSc
VP, Research, Development and Extension

Appendix H: DEED OF INTELLECTUAL PROPERTY (IP) ASSIGNMENT



Republic of the Philippines
Bulacan State University
Research Management Office
Innovation and Technology Support Office
City of Malolos, Bulacan
Tel. No. 919-7800 loc. 1029

DEED OF INTELLECTUAL PROPERTY ASSIGNMENT

THIS DEED OF INTELLECTUAL PROPERTY (IP) ASSIGNMENT is made on [Insert the date the agreement is signed by all parties].

BETWEEN:

(1) [Insert the full name of the inventor/Author/IP creator/Originator] of [insert individual's home address, institutional affiliation, position], as the "Assignor"; and

(2) [Name of HEI/RDI, hereinafter to be known as [popular name/acronym of institution], [description and address of institution], as the "Assignee".

BACKGROUND:

(A)The Assignor is an employee of [or state whatever relationship the assignor has to institution]] of institution.

(B)The Assignor is the owner of the Assigned Intellectual Property Rights (as defined below).

(C)The Assignor wishes to assign all its rights, title to, and interest in, the Assigned Rights to institution [assignee].

IT IS AGREED:

1.DEFINITIONS AND INTERPRETATION

1.1The definitions and rules of interpretation in this clause apply in this Assignment.

Assigned Rights: the intellectual property described in Schedule 1.

Intellectual Property Rights (write only those applicable i.e. the actual IP rights being assigned by assignor to assignee): patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, trade names, service marks and domain names, rights in get-up and trade dress, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.2The Schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the Schedules.

1.3Any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.ASSIGNMENT

In consideration of the sum of [specify the amount in Pesos; that is, if assignor is to be paid in monetary terms; otherwise, state the scheme or means or terms through which assignor may be compensated for the transfer or assignment of his or her IP rights as specified in this document] (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to assignee absolutely with full title guarantee all its property, right, title to, and interest in:

(a)the Assigned Rights; and

(b)the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

3.WARRANTIES

The Assignor warrants that:

- (a)He/She is the sole legal inventor/author/creator/originator of the Assigned Rights, and has all the rights and interests in, such Assigned Rights;
- (b)Save as set out in Schedule 2, he/she has not licensed or assigned any of the Assigned Rights, and the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (c)He/She is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (d)So far as he/she is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application listed in Schedule 1 proceeding to grant;
- (e)So far as he/she is aware, exploitation of the Assigned Rights will not infringe the rights of any third party; and
- (f)The materials which are the subject of the Assigned Rights are his/her original work and have not been copied wholly or substantially from any other source save where indicated otherwise in the materials.

4.MORAL RIGHTS

The Assignor irrevocably and unconditionally waives in favour of assignee all and any moral or equivalent rights (whether conferred by the Intellectual Property Law of the Philippines or otherwise) which the Assignor may now or at any time possess in respect of the works comprised within the Assigned Rights in so far as legally possible in any part of the world.

5.FURTHER ASSURANCE

5.1The Assignor shall, at the request and cost of assignee, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents which assignee reasonably considers necessary to give full effect to this Assignment or to vest in assignee the full benefit of the Assigned Rights including registration of assignee as applicant or proprietor of the Assigned Rights.

5.2The Assignor shall, at the request and cost of assignee, assist assignee with any proceedings which may be brought by or against assignee, against or by any third party in relation to the Assigned Rights.

5.3In order to secure the performance of the Assignor's obligations under this Assignment, the Assignor irrevocably and unconditionally appoints assignee to be his/her attorney in his/her name and on his/her behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for assignee to obtain for itself or its nominee the full benefit of this clause.

6.WAIVER

No failure or delay by either assignor or assignee to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7.ENTIRE AGREEMENT AND VARIATION

7.1This Assignment and the documents referred to or incorporated in it constitute the entire agreement between the parties relating to the subject matter of this Assignment, and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this Assignment.

7.2Each of the parties acknowledges and agrees that they have not entered into this Assignment in reliance on any statement or representation of any person (whether a party to this Assignment or not) other than as expressly incorporated in this Assignment.

7.3Without limiting the generality of the foregoing, each of the parties irrevocably and unconditionally waives any right or remedy they may each have to claim damages and/or to rescind this Assignment by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether party to this Assignment or not) and upon which they each have relied in entering into this Assignment.

7.4 Each of the parties acknowledges and agrees that the only cause of action available to each of them under the terms of this Assignment and the documents referred to or incorporated in this Assignment shall be for breach of contract.

7.5 Nothing contained in this Assignment or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.

7.6 No variation of this Assignment shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Assignment.

8. SEVERABILITY

The invalidity, illegality or unenforceability of any provisions of this Assignment shall not affect the continuation in force of the remainder of this Assignment.

9. GOVERNING LAW AND JURISDICTION

9.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the laws of the Philippines.

9.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the Philippines over any claim or matter arising under or in connection with this Assignment.

10. COUNTERPARTS

This Assignment may be executed in any number of counterparts each of which when executed and delivered by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same Assignment.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.