



SOUTHERN LUZON STATE UNIVERSITY

2021

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INTELLECTUAL  
PROPERTY POLICY (IPP)  
OF THE SOUTHERN LUZON  
STATE UNIVERSITY



# 2021

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# INTELLECTUAL PROPERTY POLICY (IPP)

# OF THE SOUTHERN LUZON STATE UNIVERSITY

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## **ABOUT THIS IPP**

The **2021 Intellectual Property Policy** of Southern Luzon State University is a revision of the 2008 Intellectual Property Policy, which was approved by the Board of Regents in the 94th Regular Meeting held in July 21, 2008. This IPP of 2021 was approved during the Second Quarter (145th) Regular Meeting of the Board of Regents (BOR) in December 3, 2021. Under the Office of the University President's Memorandum Order No. 98, s. 2021, the Innovation and Technology Support Services Office (ITSSO) was permitted to disseminate the revised IPP or the 2021 Intellectual Property Policy.

The review of the 2008 Intellectual Property Policy was initiated by the ITSSO Director through the support of the project, "Enhancing Technology Transfer through Intellectual Property and Technology Business Management (IP-TBM) in Southern Luzon State University (SLSU)", which was funded by the Department of Science and Technology—Philippine Council for Agriculture, Aquatic and Natural Resources Research and Development' (DOST PCAARRD). The mentioned project is under the umbrella program on "Support to the University's Strategies in Technology Acceleration Initiatives by Nurturing (SUSTAIN) the Intellectual Property and Technology Business Management (IP-TBM) Offices of the Consortia Member Agencies (Phase II)".

SLSU is thankful to the persons, offices, and organizations who helped in the review of the 2021 Intellectual Property of SLSU: the Intellectual Property Office of the Philippines (IPOPHL), SLSU's 2020 Intellectual Property Committee (IPC), Research and Extension Council (REC), and the BOR.

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# TITLE & INTRODUCTION

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INTELLECTUAL PROPERTY POLICY (IPP)

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## **I. Title**

This policy shall be known as the “Intellectual Property Policy of the Southern Luzon State University”.

## **II. Introduction**

Southern Luzon State University (SLSU), as an educational institution, possesses intellectual property (IP) that may have potential in contributing to the country's economic and social development. “To promote the diffusion and information for the promotion of national development and progress and the common good”<sup>1</sup>, this IPP shall be applied.

Scholarly activities in the University create Intellectual Property (IP) that will be disseminated in the most efficient and effective manner possible. To fulfill its mandate, SLSU seeks to “primarily provide advanced education, professional, technological instruction... it shall also undertake research and instruction service and provide progressive leadership in its areas of specialization.”<sup>2</sup>

SLSU recognizes that an effective intellectual property system is vital to expand faculty and institutional research capacity, independent of potential gain from the royalties or other profits. This system makes the knowledge products and technologies, created by SLSU staff and students, available for public use under the condition that these activities will contribute to the technologies' effective utilization and commercialization. Moreover, this system provides adequate incentive to faculty, student, and non-teaching personnel creators through formal recognitions and allocation of profit derived from their IP.

<sup>1</sup>Republic Act 8293 (Intellectual Property Code of the Philippines)

<sup>2</sup>Republic Act 9395 (An Act Converting the Southern Luzon Polytechnic College in the Municipality of Lucban, Province of Quezon, its Units and Satellite Campuses in the Municipalities of Sampaloc, Infanta, Polillo, Tagkawayan, Alabat and Tiaong, and the Lucena Dual-Tech Livelihood and Training Center in the City of Lucena, all in the Province of Quezon, into a State University to be known as the Southern Luzon State University (SLSU) and Appropriating Funds Therefor)

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Thus, SLSU hereby adopts this Intellectual Property Policy (IPP). This IPP provides the rationale and the mechanisms to establish ownership criteria and resolve ownership questions, if such arise. This IPP likewise defines the responsibilities, rights, and privileges of those involved in IP production and development.

This IPP covers all research and other academic activities, tangible research outputs—with or without patent or copyright protection—whether for commercial or non-commercial purpose, undertaken using any resource of SLSU. The types of IP covered by this IPP are patents, copyrights, trade and services marks, trade secrets, trade names, and new plant varieties, geographical indications, industrial design, and utility models.

This IPP also applies to all faculty members, non-teaching staff and researchers, students, visiting professors and/or activities under any program, project, grant, contract under the auspices of the SLSU and other cases as defined in the succeeding sections.

# III. DEFINITIONS

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INTELLECTUAL PROPERTY POLICY (IPP)

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## **DEFINITIONS**

**Copyright** – the rights given to creators for their literary and artistic works, such as novels, poems, plays, reference works, newspapers, computer programs, databases, films, musical compositions, and choreography as well as artistic works such as paintings, drawings, photographs, sculpture, architectural works, advertisements, maps, technical drawings, and all other works defined in Section 172 of R.A. No. 8293.

**Creator** – refers to the following: (1) inventors (including know-how and other technological things listed in Sections A and B of this IPP); or (2) author of a copyrightable work, or (3) originator of creative work.

Terms of art used in this section shall have the same meaning as with those defined in R.A. No. 8293.

Students working with faculty and non-teaching personnel in research projects or other academic activities may also be identified as creators under this policy.

**Industrial Design** – refers to the ornamental or aesthetic appearance of an article. The design may consist of three-dimensional features, such as its shapes or surface, or two-dimensional characteristics such as patterns, lines, or colors.

Industrial designs are embodied in a wide variety of industry and handicraft products, from technical and medical instruments to watches, jewelry, and other luxury items, household ware, electrical appliances, vehicles, architectural structures, textile design, leisure goods, and the like.

**Intellectual Property** – includes any invention, know-how, and show-how (to the extent that they relate to a work otherwise covered by this IPP), research material, copyrightable work fixed in any tangible medium of expression (including electronic form), computer software, compilations, collective works, original data, and other creative or artistic works which may have commercial value.

It also encompasses: (1) new and useful processes, and (2) the physical embodiments of intellectual effort, for example, models, machines, devices, designs,

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apparatus, instrumentation, circuits, computer programs, and visualizations, biological materials, chemicals, other compositions of matter, plants, and records of research.

It includes, but is not limited to, protectable by statute legislation, such as patents, copyrights, trademarks, service marks, trade secrets, industrial designs, utility model, mask works, and plant variety protection certificates.

**Invention Disclosure Form** – The official mechanism for disclosing intellectual property, especially products and processes for potential patent and utility model protection, including exceptional research results that are novel and may have commercial potential. This form shall be University-approved and shall be made available online or provided in hard copy form by submitting a letter of request to the Intellectual Property Management Division (IPMD) of the Innovation and Technology Support Services Office (ITSSO) of the University.

**New Plant Varieties** – under the International Convention for Protection of New Varieties of Plants (UPOV Convention), an intellectual property right, namely “Plant Breeder’s Right” can be granted to a breeder if the obtained variety is considered to be new, distinct, uniform, stable, and has a suitable denomination.

**Patentable Inventions** – any technical solution of a problem in any field of human activity which is novel, involves an inventive step, and is industrially applicable.

**Patent** – a title of ownership and an exclusive right granted for an invention under R.A. No. 8293. It is a product or a process that provides a new way of doing something or offers a new technical solution to a problem. The protection is granted for a limited period, usually twenty (20) years (as stipulated in the Agreement on Trade-Related Aspects of Intellectual Property Rights), from the date of filing.

**Prior Art Search** – an activity conducted by the researcher/creator or the IPMD to evaluate whether a technology/research product is patentable or may qualify for other IP Applications. It entails evaluation of the scientific and technical information that exists prior to the effective date of a patent or utility model application.

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It may refer to any of the following activities: (1) patent search, (2) trademark search, (3) literature search, and (4) product search. The output for this activity is a Prior Art Search Report which is a prerequisite to processing the patent/utility model application by the IPMD.

**Research** – a creative expression, intellectual inquiry, examination, investigation, or experimentation aimed at discovery and interpretation of facts, revision of accepted theories or law in the light of new facts, or practical application of such new or revised theories or law. It applies equally to scholarly and creative activities across all disciplines.

**SLSU** – refers to the University proper, the Southern Luzon State University, and all affiliated corporations or organizations controlled by the University or governed by the University Board of Regents' members.

**Specialized Resources** – refer to all resources, tangible or intangible, owned or under the control of the University, except for: (1) resources such as library facilities (that are generally available without charge to the general public), and (2) general office equipment and technology resources (made available for the use of the faculty, staff, other employees, student or that person's department), such as copiers, office space, personal computers, computer accounts, software, and online services made available to most faculty, staff, other employees, and students.

**Trademark** – a distinctive sign or unique mark that identifies certain goods or services as those produced or provided by a specific person or enterprise. It helps consumers identify and purchase a product or a service because of its nature and quality that meets their needs. It also affords protection to the mark's owner by ensuring their exclusive right to use it to identify goods or services or authorize another to use it against payment.

**Trade Secrets** – consists of confidential data, information, or compilations used in research, business, commerce, or industry. The information may include confidential scientific and technical data and business, commercial, or financial information not publicly known but is useful to an enterprise and confers a competitive advantage on one having a right to use it.

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**Traditional Works** – include creative works and research materials that are educational, scholarly, artistic, musical, sculptural, or literary works. Examples include: books, articles, class notes, theses, dissertation, manuscripts, poems, films, videotapes, digital and analog recordings, musical works, dramatic works including any accompanying music, pantomimes and choreographic works, pictorial, graphic, and sculptural works, works as outlined in an annual work plan, and other works of artistic imagination or the kind that are not created as a result of a specific employment assignment or are specifically commissioned by SLSU.

(The term “literally” has its ordinary dictionary definition, not the broader definition set out in the R.A. No. 8293.) As defined herein, the status of a work as a Traditional Work will not be affected by the tangible medium in which it appears.

**Utility Models** - an invention that does not meet all the patentability requirements into the intellectual property system. Its primary objective is to nurture the rapid evolution of indigenous innovativeness, particularly in small and medium-scale enterprises and private businesses.

# IV. AUTHORITY

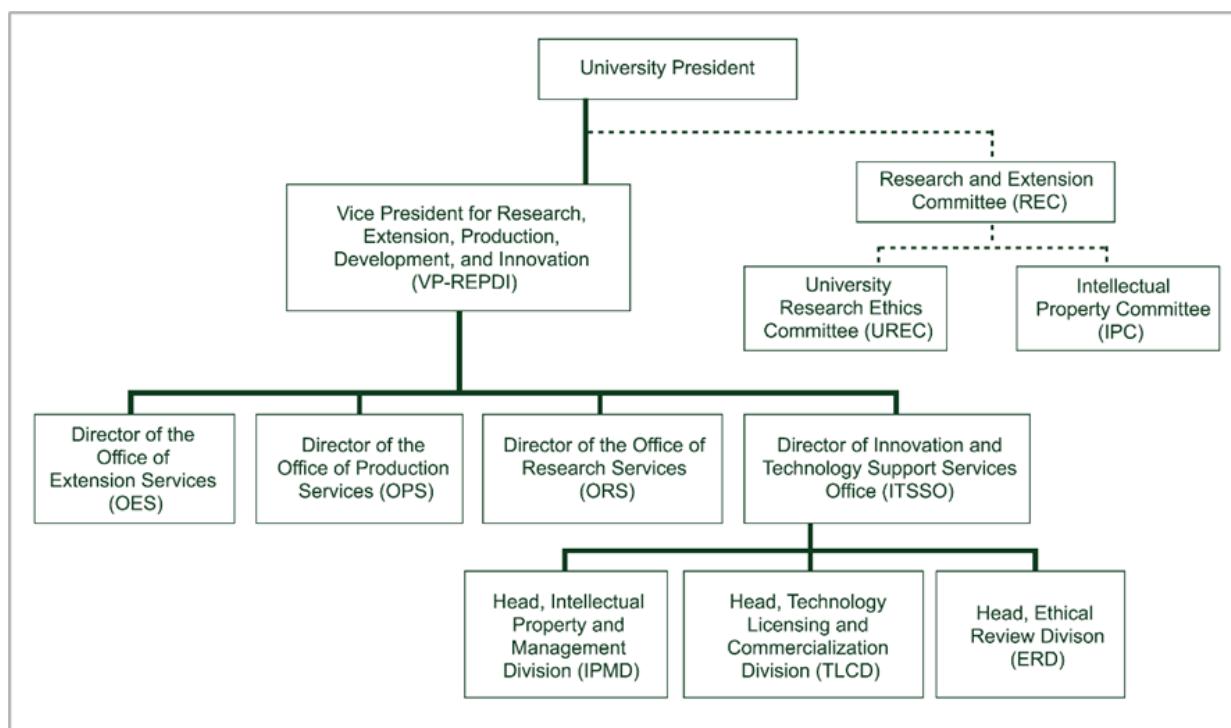
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INTELLECTUAL PROPERTY POLICY (IPP)

## AUTHORITY

The overall responsibility for the implementation of this IPP is vested in the University President. This will include operations at the university level which are related to Intellectual Property.

The University President shall designate the head of the IPMD, the office responsible for the administration, operation, dissemination, and over all implementation of this IPP. The IPMD is under the direct supervision of the Director of Innovation and Technology Support Services Office (ITSSO) of the Vice President (VP) for Research, Extension, Production, Innovation, and Development (REPDI).



*Organizational Chart of REPDI showing ITSSO and IPC.*

The University President is authorized to secure the services of lawyers and IP management agencies, and to enter various types of contracts to enhance the University's IP.

### A. SIGNATURE AUTHORITY

Unless otherwise designated in writing by the University President, signature authority for subjects covered by this IPP shall rest in any of the following officials: the University President, the Head of the IPMD, the Director of the ITSSO, or other designated officers of the Intellectual

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Property Committee (IPC).

## B. OVERSIGHT OF IPP

### 1. *Intellectual Property Committee (IPC)*

The University President shall appoint the members of the IPC. The Chair, Co-chair, and Committee Secretary will be elected by the IPC members. Five faculty members will be part of the IPC. The IPC shall be composed of five (5) members coming from the following campuses: SLSU Main, Lucena, Tiaong, JGE Tagkawayan, and Catanauan. However, the IPC membership can be increased in the future, depending on the need of the university or the IP case being evaluated. A faculty member from the college or campus where the intellectual property being evaluated came from shall be invited as resource person of the IPC. In cases where a student output will be subjected for IP evaluation, the Committee shall invite the Head of the Legal Affairs of the SSC Federation as resource person.

The appointed IPC members, who are entitled to three (3) units of Equivalent Teaching Load (ETL), shall be co-terminus to the University President. The members of the IPC should be permanent employees of SLSU. Any member shall cease to be members of IPC upon the termination of their respective employment in the SLSU.

All IPC members shall execute confidentiality agreements to ensure that all information concerning IP that is disclosed to the IPC is held confidential until protected or made public.

### 2. *Duties of the IPC*

The IPC shall:

- a. Review and evaluate IP management procedures to encourage the development and commercialization of SLSU's IP.
- b. Recommend research and other academic outputs of faculty, students, and non-teaching personnel that should be granted funding for IP protection.
- c. Participate in SLSU's IP-related activities and encourage the involvement of students, faculty members, and non-teaching personnel in these activities.
- d. Evaluate products, processes, and other technologies which might have potential for technology transfer, licensing, and commercialization.
- e. Review this IPP every five years for necessary revision.

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- f. Review disputes between the creators or appeals by faculty, staff, other employees, or students subject to this IPP and recommend resolution.

### **3. *Qualifications of IPC Members***

IPC members shall have professional backgrounds and expertise spanning the SLSU's fields of endeavor. The members, who have been deeply involved in university research, extension, or innovation projects, should be knowledgeable about the Philippines' Intellectual Property Code and should at least have experience in IP management. They should also express interest or be knowledgeable about the IP of research outputs and the economic/marketing aspects of technology transfer, specifically the technical-economic merit of the individual IPs.

Individually, each IPC member should have the following characteristics:

- a. Background and experience to contribute to at least two of the areas outlined above.
- b. Desire to be involved with matters relating to IP utilization.
- c. Willingness to devote at least 30 hours per semester to IPC/IP matters

### **4. *Meetings of the IPC***

The Chair, who was elected by the IPC Members, shall convene a special meeting within twenty (20) days from the constitution of IPC to discuss this IPP. If the Chair is not present in the meeting, the Co-Chair is tasked to preside over the meeting.

The IPC shall convene a meeting within fifteen (15) days upon receipt of a dispute or appeal, conduct usual legal procedures, and recommend through a written letter the resolution of such disputes to the University President within sixty days (60) thereafter. If an intellectual property dispute involves a student or a student output, the IPC shall invite a representative from the Student Body as resource person during IPC meetings.

The IPC Secretariat will write a written report about the decisions and results of the meetings. The drafting of the resolutions will be facilitated by the Chair.

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## **5. Appointment and Term of IPC Members**

The University President will appoint the IPC members upon the recommendation of the Deans, Campus Directors, IPMD Head, ITSSO Director, or VP REPDI. All members may be reappointed. Interim appointments to serve incomplete terms shall be upon the recommendation of IPC Chair in Consultation with IPC membership.

## **6. IPC Secretariat**

The IPMD will serve as the secretariat for the IPC. Its task is to inform the IPC Chair of any IP issue or appeals raised by faculty, students, non-teaching personnel, and external funding agencies. It is also in charge of documenting the IPC meetings. The IPC Secretariat shall be composed of four project support staff from ITSSO: one (1) Project Assistant I, two (2) Project Assistant II, and one (1) Project Staff III.

## **7. Authority and Responsibility of the IPC**

The IPC shall have the following authority and responsibility:

- a. To formulate and recommend policies to be incorporated to the IPP to the University Board of Regents.
- b. To regularly review invention disclosures and research outputs submitted by SLSU faculty, staff, and students to the IPMD for:
  - b.1. Complete and appropriate disclosure of individuals involved in the invention and/or governmental agencies.
  - b.2. Determination of IP ownership by SLSU, especially in cases where a dispute exists.
  - b.3. Recommendations to the President as regards the sharing of royalties between the SLSU and the author or investor(s) of the IPs.
- c. To promulgate such guidelines and procedures as may be necessary for the implementation of this IPP.

## **C. INTELLECTUAL PROPERTY MANAGEMENT DIVISION (IPMD)**

To carry out the IP management strategies effectively, the IPMD, under the ITSSO, is responsible for the identification and protection of IP. The IPMD shall be led by a head and assisted by competent staff and designated faculty members.

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The activities of the IPMD include the following, among others:

1. Conducting annual IP inventory in the SLSU.
2. Processing and safeguarding all of the SLSU intellectual property.
3. Determination of the protectability of the IP (including receiving patent disclosures, undertaking prior art search, and completing applications for industrial design, utility models, patents, trademarks, and copyright).
4. Evaluating the commercial potential of the invention with the recommendation of the IPC and other technology transfer/marketing/business experts.
5. Obtaining appropriate intellectual property protection for all SLSU employees and students' IP produced in the university.
6. Organizing IP awareness campaigns and seminar-trainings for faculty members, non-teaching staff, and students.

# V. IPP GUIDELINES

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INTELLECTUAL PROPERTY POLICY (IPP)

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## **IPP GUIDELINES**

### **A. COVERAGE**

This IPP covers the following:

- Patents
- Industrial Design
- Copyrights
- Utility models
- Geographical indications
- Trade and service marks
- New plant varieties
- Trade secrets

### **B. GENERAL RULE**

SLSU shall have legal rights over all IP conceived, first used (in the case of trademark or service mark), or reduced to practice, discovered, or created, by any SLSU employee, during his/her employment in the SLSU.

SLSU shall have also legal rights over all IP conceived, first used, or reduced to practice, discovered, or created by any SLSU student.

To ensure that SLSU is aware of all such IP, all those persons covered by this IPP are required to disclose to the SLSU any IP, except those Traditional Works as defined in Section III (Definitions) of this IPP.

When in doubt about whether IP may, in a reasonable opinion, have commercial value, the creator should complete an Invention Disclosure Form, Prior Art Search Report, and consult with the ITSSO about any commercial potential. Such disclosure shall occur either simultaneously with or before public disclosure.

The SLSU shall also have legal rights over IP that is not covered by any exception, as described in the succeeding sections, and operating in compliance with policies stated herein. Prior patentable IP or any other rights to prior IP held by faculty, staff, other employees, or students before their association with SLSU are excluded from this IPP.

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Prior patentable IP should be identified by the creator and acknowledged by SLSU in writing at the time of appointment or enrollment.

## C. EXCEPTIONS

SLSU shall have no ownership rights over the IP under the following circumstances:

1. The law provides that some party other than the SLSU holds the legal rights over the IP;
2. The IP related to the same was produced both outside the scope of the faculty or staff member's employment or research, and without significant use of specialized resources;
3. The IP related to the same is a Traditional Work, unless the Traditional Work was specifically commissioned by SLSU (productivity measures as agreed to in a work plan – books, articles, paintings, etc. – unless specifically, commissioned by SLSU, are exempt):
  - a. If a creator is unsure if a specific Traditional Work is exempt under the terms of this IPP, he/she may submit a copy (tangible or electronic form) of his/her work as well as a written request addressed to the Head of the IPMD for the conduct of expedited review to determine if the work is exempt. Within thirty days of receipt, IPMD shall provide a written response on whether the Traditional Work also contains IP required to be disclosed under this IPP.
  - b. The IP was produced by part-time or non-regular faculty currently serving SLSU and the IP was produced utilizing specialized resources.

## D. COVERED FACULTY AND STAFF

All faculty, staff, and other SLSU employees, including those on sabbatical leave and on-leave with pay, and part-time, and visiting faculty and staff, are subject to this IPP's provisions.

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SLSU shall have a legal interest in any IP created or discovered by faculty, staff, or other employees while *on-leave without pay* if they have used specialized resources, university funds, facilities, or materials. However, faculty, staff, and other employees, while engaged in university-approved private consulting activities or authorized outside employment, are excluded unless such activities or authorized outside employment include the substantial use of the University facilities or specialized resources.

#### **E. COVERED STUDENTS**

Students who independently create IP arising out of their participation in programs of study at the University will retain legal rights thereto, jointly with SLSU. SLSU jointly owns IP created by students using specialized resources.

# VI. OWNERSHIP OF IP

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INTELLECTUAL PROPERTY POLICY (IPP)

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## **OWNERSHIP OF IPS**

For purposes of this IPP, creations are divided into two groups:

**A. The traditional results of academic scholarship, i.e., textbooks, literary works, artistic creations, and artifacts.**

IP in this (traditional) group are those utilized in teaching, further development, and enhancement of the SLSU's academic stature, among others. Thus, unless there is explicit evidence that SLSU specifically commissioned the work, the IP rights remain with the author(s), and the university rights are limited to free (no cost) use in teaching, research, extension, etc. in perpetuity.

**B. The novel results of research such as products, processes, machines, software, biological technology, etc.**

In this group, the IP's ownership is presumed to belong to SLSU (with the originator having a right to share in the benefits derived therefrom). Thus, unless there is convincing and explicit evidence that the IP was developed without the significant use of the University resources and/or facilities (which may include but is not limited to any of the following: use of equipment, lab or office space, university time of originator and/or personnel under his/her control, funds supplied by the University and/or funds originating from sponsored research projects and/or donations to university/affiliated companies, etc.), ownership of the IP belongs with the University, and the originator(s) are obliged to sign the appropriate legal assignment documents upon request.

Within the above general guidelines, the following situations are more specifically defined:

- 1. Sponsor rights:** In the case in which an IP is generated because of research funded by a private sector company under a sponsored research project, the IP rights of the sponsor as defined in the applicable clauses ("Patents & Copyrights", "Intellectual Properties," "inventions," etc.) of the Sponsored Research Agreement (as approved by the University President) shall take precedence over the rights of the university/inventor(s). Any residual rights not accruing to the sponsor shall be as defined in the general guidelines in this IPP.

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- 2. National Agency Rights:** Research projects sponsored by an agency of the national government have limited statutory IP rights (in almost all cases) to a non – exclusive non – transferrable royalty-free license to any patent generated by the research, provided the inventor(s)/university advise the agency promptly of their intent to retain their rights and provide for legal protection (i.e., patenting). The researcher's responsibility is to notify the agency of the creation of the IP and (with the assistance of the IPMD) advise of the protection steps being undertaken. The residual rights not belonging to the sponsoring agency shall be as defined in the general guidelines above.
  - 3. Student Ownership:** The student will own IPs generated because of class requirements and other academic activities. Moreover, the students' IP may be subject to any applicable prior rights of private sector or government sponsors at no cost. Ownership of IPs developed by students who are also employees of the SLSU will be determined by the rules which apply to all university employees. Given that the student approves in writing, the faculty member also becomes a co-author of intellectual property produced by students given that the faculty member has made significant contribution to the intellectual property. Significant contribution means that the faculty member participated in the (1) conception, design, analysis and interpretation of data; (2) drafting/fabrication and revision of the IP; and (3) approved the final revision to be applied or published.
  - 4. Joint Inventorship:** For IPs generated by a team of inventors in which one or more are not members of the faculty/staff/supported students, each inventor is usually entitled (by law) to shared ownership of the entire right. SLSU's claim to the shares of University –associated inventors will be outlined in these guidelines. Ownership of outside inventors will vest in them or their assignees.
  - 5. Special Situations:** If an IP ownership dispute or issue arises that is not addressed in either the general or specific guidelines outlined above, the IPC shall make a recommendation based on the guidelines' intent. A record of the rationale used to arrive at their recommendation shall be kept and used as a precedent for handling future special situations, if applicable.

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### **C. OBLIGATION TO DISCLOSE**

While it is recognized that faculty mission and expertise are concentrated and directed in areas other than commercial utilization, originators of new technology are strongly encouraged to disclose the research findings even when there is doubt about their commercial viability. Timely (i.e., before publication or other enabling non-confidential disclosure) submission of disclosure to SLSU is critical to the IP's value and is thus, strongly encouraged.

To the extent (and as soon as) the researcher/inventor/creator obtains research results that may be considered an IP and recognizes that they may have the potential for commercial utilization, there is an obligation to bring these results to the SLSU's attention in the form of disclosure.

If in the absence of timely disclosure, commercial utilization of technology takes place with the direct or indirect involvement of the originator(s) but without involvement by the SLSU, it will be deemed that the originator(s) have not fulfilled their obligation to disclose and SLSU may:

1. Take the appropriate legal and/or business action to protect its rights and to obtain share of the financial benefits.
2. Deny to the originator(s) any share of revenues that would otherwise accrue to them under this IPP.
3. The faculty cannot use the IP for his/her application for promotion.

### **D. MANAGEMENT RESPONSIBILITY**

IPMD is the office charged with the mission of protecting and utilizing IPs for the benefit of SLSU.

All IPs of SLSU shall flow to IPMD by assignment for operational management. The IPC should make appropriate inputs and recommendations as to the disposition and priority of individual IPs. Originator(s)' inputs/suggestions to IPMD are also appreciated.

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The University President, after consultation with the IPMD Head, ITSSO Director, and the IPC, shall determine the disposition of SLSU's discoveries and inventions described in this IPP as deemed prudent and consistent with SLSU's mission to ultimately convey the benefits of its research to the public for the general welfare of the nation.

In determining the proper disposition of SLSU's discoveries and inventions, the IPC and IPMD shall consult as necessary with scientific and/or technical and/or business subject matter experts in fields appropriate to the discovery or invention under consideration.

Among other choices, the University President may:

1. License the discovery and/or invention to third parties to provide for the further development and/or commercialization of the property;
2. Transfer the discovery and/or invention for commercialization by entering into commissioned agreements with third parties to identify potential licenses to further develop and commercialize the property;
3. Transfer rights to the property to a patent service organization to further develop and commercialize the property;
4. Allow rights (Philippine and foreign) to the discovery or invention to revert to the national agency that funded the development of the discovery;
5. Transfer rights (Philippine and foreign) to the discoverer(s)/ inventor(s) if requested by the discoverer(s)/investor(s), and the University President determines that the discovery/invention will not be pursued further by the IPMD;
6. Transfer rights to the discovery and/or invention to the person(s) or entity sponsoring the research during which the discovery or invention was made if such action is required under the terms of the research agreement or is required by law; or
7. Transfer the discovery non patentable and/or invention into the public domain by the publication of the discoverer/inventor's invention.

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All transfers of university discoveries or inventions shall be subject to and contingent upon any rights in third parties as may be governed and/or required by, among other things, sponsored research agreements, other third-party contracts, or the law.

Such transfer shall be subjected to an irrevocable, non-exclusive, royalty-free, and worldwide right and license to make, use, and/or practice the discovery (make clear) or invention for SLSU education, research, and/or service purposes. SLSU also reserves the right to publish and or present information and data obtained in the research project resulting in the discovery or invention being transferred, if such rights do not jeopardize the discoverer's/inventor's patent rights. Faculty, staff, and students shall execute all documents, as the SLSU deems reasonably necessary to confirm or enforce such reserved right and license.

## **E. REVENUE SHARING**

The University may assign or license its IPs to others. The following proportion shall be the shared revenues generated by the successful commercialization of IPs owned by the SLSU (whether protected by a patent and/or copyright): 60 percent for the University and 40 percent for the originator(s) of the IP, subject to the conditions and exceptions outlined below.

1. Revenues subject to sharing include royalties, licensing fees, incentives, etc., received by the assignee licensor organization, less the costs/expenses described below. Expenses are to be subtracted from gross revenue before sharing shall be limited to documented direct and indirect costs for the processing (patenting), marketing, and development of the IP.
2. Expressly excluded are costs incurred in the generation of the IP (i.e., research costs). Development costs shall include (but not be limited to) payments made to (or retained by) non – affiliated organizations involved in the process of commercializing the IPs owned by the SLSU.
3. Excepted explicitly from sharing are payments received and designated for specific purposes such as sponsored or unrestricted research grants, services to SLSU, research equipment and/or materials, consulting fees to researchers, etc. These payments will go directly to the designated entity and purpose.

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4. Also excepted from sharing are revenues resulting from:
    - a. Tasks and/or activities specifically and explicitly assigned to employees by an administrative unit of SLSU; or
    - b. Activities and/or tasks clearly defined in a written, University-approved IPP of an administrative unit of the SLSU.

Such revenues, flowing through the SLSU assignee organization, will accrue to the originating administrative unit of the university net of development costs.

The share of net revenue not paid to the originator(s) shall be applied as follows:

- a. A portion equivalent to at least 10 percent of total net revenue may be distributed to the originator(s)' primary unit(s) (e.g., Departments, Centers, etc.);
- b. and the remainder should be for the university assignee organization.

Non-cash compensation for rights to an IP may be accepted but only with the informed written consent from the IP's originator(s).

The discoverer(s)/inventor(s) and his or her college shall be paid their share of the cash revenues upon receipt of SLSU and will be furnished with a statement of revenue derived from the invention's commercialization at the time of payment.

In case of litigation concerning patent rights, SLSU may withhold distribution until resolution of the conflict. Nonetheless, SLSU does not act as a fiduciary for any person relating to the consideration received under the terms of this IPP.

## F. USE OF FACILITIES

The use of SLSU facilities by a business enterprise or private business entity is allowed only if that project involves the research or development of a university technology, whether the technology is protected according to national law governing intellectual property and the results of which have potential economic and academic value for the University.

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Such use of facilities must be on a “space – available” arrangement in which normal University activities are not displaced. The use of such facilities by a business enterprise or private business will be done on a fee-for-service contract and in conjunction with projects where SLSU has a vested interest in the outcome of the transfer of SLSU technology, through research and development of a discovery/invention for commercialization purposes, scholarly rewards, or SLSU's educational, research, or public service missions.

SLSU may take an equity stake in such business enterprises or private businesses in consideration for the use of such facilities and/or the development of SLSUs discoveries/inventions that shall be managed according to SLSU's policies on stock acquisition and management.

Any cash revenues received from the sale or trade of such equity stocks shall be distributed as if received as royalty income. If the equity interest is acquired through an exchange of value other than money and the exchange of value is made in connection with the development of technology by the private business enterprise through the use of the facilities or resources or both of an institution within the country, acquisition of an equity interest shall be permissible through the use of the facilities, premises, or assets of an institution through the use of faculty expertise or student expertise, including the value of time expended by faculty or students upon developing technology in connection with a private business enterprise or private business entity.

# VII. IPP FOR INSTRUCTIONAL MATERIALS

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INTELLECTUAL PROPERTY POLICY (IPP)

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## **IPP FOR INSTRUCTIONAL MATERIALS**

R.A. No. 8293 provides for the principle “fair use” for the reproduction and distribution of copyrighted works, specifically instructional materials, for educational purposes. According to Section 185 of the same Act, “fair use of a copyrighted work for criticism, comment, news reporting, teaching including multiple copies for classroom use, research, and similar purposes is not an infringement of copyright.

Nevertheless, these instructional materials (which include course guides, textbooks, worksheets, assessment materials, and learning modules) created by SLSU faculty and staff specifically for university use, are types of creation that have resulted from academic scholarship in the University and thus are subject to the following guidelines:

1. The owners of the instructional material will be both the author(s) and SLSU. The authors must always be credited and properly cited whenever these materials are used, copied, and distributed. However, if the author has terminated his or her contract or has resigned from SLSU, his/her instructional materials may still be used by SLSU on account of joint ownership.

Unless the faculty member develops, creates, or assists in developing or creating the instructional material entirely on her/his own time, without the instruction or not commissioned by the SLSU and without the use of the SLSU's facilities or equipment, the IP rights remain with the author(s) and the university rights are limited to free (no cost) use in teaching, research, extension, etc. in perpetuity.

2. The authors may not use the materials for commercial purposes—for instance, sell the instructional materials to students enrolled in the course. However, if it has been fully developed into a textbook (even in electronic form) and made to be commercialized, revenue must be shared between the author and SLSU, subject to the sharing arrangement *i.e.*, 60 percent for the University and 40 percent for the authors.

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## A. INFORMATION SOURCES OF THE MATERIAL

The instructional material created in SLSU must be original and must be a result of the author's intellectual effort, experience, reading and study, critical analysis, and synthesis. All instructional materials must be subjected to originality tests or plagiarism checks through the assistance and services of ITSSO of the Office of the Vice President REPDI.

## B. THE NUMBER OF WORK CITATIONS

Each module should at least cite five authors/works or more. Authors and works should be cited using the APA (American Psychological Association) format's latest edition. Hence, an in-text citation and a reference list should both be included in each learning module. Faculty members must determine which literature must be used in the module, considering the credibility and validity of information used.

## C. USE OF PRINTED AND ELECTRONIC TEXT-BASED MATERIALS

In copying materials for educational purposes, the rule of thumb is that copying must not result in replacements or substitutes for the purchase of books, reprints, periodicals, tests, workbooks, compilations, or creative works.

The following guidelines for the copying of works for instructional materials are adapted and lifted from the Library of Congress' *Reproduction of Copyrighted Works by Educators and Librarians*.

The following will be considered 'permissible copying' under the fair use principle for the instructional materials:

1. **Poetry:** (a) A complete poem if less than 250 words and if printed on not more than two pages or, (b) from a longer poem, an excerpt of not more than 250 words.
  
2. **Prose:** (a) Either a complete article, story, or essay of fewer than 2,500 words, or (b) an excerpt from any prose work of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words.

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- 3. Illustration:** One chart, graph, diagram, drawing, cartoon or picture per book or periodical issue. The instructor or author may use a photograph or illustration in its entirety but no more than five images by an artist or photographer may be reproduced or otherwise incorporated as part of the instructional material. Moreover, the images must still be cited using the APA citation style.
  - 4.** Not more than one short poem, article, story, essay or two excerpts may be copied from the same author, nor more than three from the same collective work or periodical volume during one class term

Notwithstanding any of the above, the following shall be considered 'prohibited copying':

- 1.** Copying shall not be used to create or to replace or substitute for anthologies, compilations, or collective works. Such replacement or substitution may occur whether copies of various works or excerpts therefrom are accumulated or reproduced and used separately.
- 2.** There shall be no copying of or from works intended to be "consumable" in studying or teaching. These include workbooks, exercises, standardized tests, and test booklets and answer sheets and like consumable material.

#### **D. INFORMATION SOURCES OF THE MATERIAL**

The following are guidelines for using and creating music and other multimedia projects in the instructional materials:

- 1.** Authors/instructors may incorporate portions of lawfully-acquired copyrighted works (music and video) when producing their educational multimedia projects or instructional materials. Music and video clips used must always be cited and credited using the APA citation style. Hence, copying of all multimedia must be done with the inclusion of the copyright notice.

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2. Instructors may upload lawfully acquired copyrighted works in a network/system for only 15 days after its first real-time remote use during instruction or 15 days after its assignment for directed self-study. Students shall be advised not to make their own copies of the educational multimedia project. However, if the multimedia is available in multimedia sites for free, the instructor may direct the students to the original publication site.
  3. In making his/her own educational multimedia, the instructor, professor, or author may use a photograph or illustration in its entirety but no more than five images by an artist or photographer may be reproduced or otherwise incorporated as part of an educational multimedia project. Moreover, the images must still be cited using the APA citation style or any recommended citation style specifically used by the discipline.

# TERM, RESOLUTION OF CONFLICT, MISCELLANEOUS & EFFECTIVITY

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INTELLECTUAL PROPERTY POLICY (IPP)

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## **TERM**

The terms of this IPP shall become part of the university's contractual relationship with any member of the faculty, staff, or student body. As amended from time to time, this IPP shall be deemed to be part of the conditions of employment of every SLSU employee or a part of the conditions of enrollment and attendance of every SLSU student.

Any licensing revenues received shall be distributed in accordance to the IPP can only be changed through mutual agreement of the parties receiving portions of such revenue.

## **RESOLUTION OF CONFLICT**

Should disputes arise relative to the ownership of IP between the creator and SLSU, the matter will be referred to the IPC, which shall conduct arbitration and recommend a resolution to the University President. SLSU employees, officials, or the creator, may course their request for dispute resolution to the IPC through IPMD.

## **MISCELLANEOUS**

The provisions of this IPP shall apply to IP protection in SLSU. If the application of this IPP conflicts with the provisions of the Intellectual Property Code of the Philippines and other relevant laws, the latter will prevail.

The IPC shall also review this IPP from time to time and recommend changes to the President.

The IPC shall formulate the implementing rules and regulations for this IPP. IPC shall also review this Policy from time to time and recommend changes to the President. This IP policy shall be updated or amended every five (5) years or whenever it is necessary.

## **EFFECTIVITY**

This IPP shall take effect fifteen days (15) upon the written approval of the Board of Regents and the dissemination of the IPP by the ITSSO.

# **SOUTHERN LUZON STATE UNIVERSITY**

*Lucban, Quezon*

## **VISION STATEMENT**

Southern Luzon State University as an excellent academic Hub in its curricular programs, transdisciplinary researches, and responsive extension services.

## **MISSION STATEMENT**

The University commits to develop a sustained culture of delivering quality service and undertaking continuous innovations in instruction, research and extension in its relevant curricular programs supportive in national and global development goals.

## **CORE VALUES:**

**G**O – God-loving

**S** – Service-oriented

**L** – Leadership by Example

**S** – Sustained Passion of Excellence

**U** – Undiminished Commitment to Peace and Environment Advocacy.

## **CONTACT US**

**If you have any questions, suggestions and comments regarding this Intellectual Property Policy (IPP) , please do not hesitate to contact the Innovation and Technology Support Services Office (ITSSO):**

Address: Research, Extension, Production, Development, & Innovation (REPDI)  
Building, Southern Luzon State University Main Campus, Kulapi,  
Lucban 4328 Quezon

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