



***INTELLECTUAL PROPERTY
POLICY***

OF

***MIRIAM COLLEGE
FOUNDATION, INC.***

Approved: October 27, 2020

VISION OF THE INSTITUTION

Miriam College Foundation, Inc., (hereinafter, “Miriam College” or “Institution”) is a premier Filipino Catholic institution of learning that forms leaders in service who combine competence with caring, are rooted in Filipino culture and Asian tradition, and yet are citizens of the world.

Miriam College, by integrating the work of education with the life of faith, develops persons, particularly girls and young women to build the Filipino nation and to be co-creators of God’s kingdom on earth.

Miriam College is committed to excellent academic programs infused with Christian values, enhanced by modern technology and enriched by national and international linkages.

Finally, Miriam College commits itself to creating and living within its school community the very changes it seeks to realize in society.

MISSION OF THE INSTITUTION

Miriam College, in partnership with families and the community, provides quality and relevant Christian education that prepares students to become effective leaders, lifelong learners, and productive citizens.

It offers excellent programs at the basic, tertiary, post-graduate, and adult education levels through learner-centered, value-integrating, research-based, and innovative approaches.

CORE VALUES

Truth

We believe in the power of knowledge and the liberating force of truth. We commit ourselves to the systematic and scientific search for truth and to fairness and openness in its pursuit. We reject all forms of deceit, falseness and dishonesty. We strive for the highest quality of intellectual and academic output while we recognize and value the wisdom of the heart.

Justice

We believe that all human beings should be equally blessed to be responsible for and to enjoy the fruits of knowledge-generation and social progress. We commit ourselves to a society where power and opportunity are equally shared and where the “naked are clothed and the hungry are fed.” We reject discrimination of any kind against any individual or any group. We believe in gender equality and strive for and support a diverse and interdependent human community in which people’s rights, welfare, and empowerment are centrally valued.

Peace

We believe that we should be peacebuilders. We also believe that peace means the absence of violence as well as the presence of values, attitudes, behavior and ways of life based on nonviolence and respect for the fundamental rights and freedom of every person. We reject violence of every form and in every social interaction and all institutions. We are committed to work for creative and constructive ways of solving conflict and to foster caring and loving relationships among all human beings and between humans and the rest of creation.

Integrity of Creation

We believe that God has called us to be stewards of all creation and that the well-being and happiness of future generations rest upon sustainable and equitable systems and processes of production and consumption. We reject destruction of the environment and waste of natural resources. We commit ourselves to care for the earth and to practice a lifestyle that sustains the health of the planet on which all life depends.

ACKNOWLEDGMENT

The Draft Template on Intellectual Property Policy for Higher Education Institutions (HEIs) developed by Intellectual Property Office of the Philippines (IP Philippines), Guidelines on Developing Intellectual Property Policy for Universities and R&D Institutions in African Countries developed by the World Intellectual Organization (WIPO), Bulacan State University Intellectual Property Policy, Institution of the Philippines (UP) Intellectual Property Policy, MSU- Iligan Institute of Technology (MSU-IIT) Intellectual Property Policy, Institution of Mindanao Intellectual Property Policy, Policies on Intellectual Property of De La Salle University, Manila and its Implementing Rules and Regulations, KU Leuven Policy on Authorship were used as references in the development of this Intellectual Property Policy.

The Miriam College Intellectual Property Policy is hereby promulgated as follows:

ARTICLE 1

GENERAL STATEMENT

- 1.1** The Institution conducts research in the pursuit of knowledge for enriching the minds and lives of the Institution’s faculty, staff and students, and for the benefit of society as a whole.
- 1.2** As the Institution becomes increasingly active in research, technology transfer, and as its personnel and students actively participate in ensuing entrepreneurial activities, there is a need for the Institution to promulgate an Intellectual Property Policy (“IP Policy”).
- 1.3** The IP Policy seeks to provide guidelines that can be consistently applied to facilitate the commercialization of research outputs and to arrive at equitable solutions to possible intellectual property issues relating to the conduct of research, technology transfer and commercialization.

ARTICLE 2

POLICY OBJECTIVES

The Institution hereby adopts this IP Policy in order to:

- 2.1** Promote, preserve, encourage and aid scientific investigation and research;
- 2.2** Facilitate the transfer of technology from the Institution to industry/private sectors in order that research conducted at the Institution results in applications that would benefit the public;
- 2.3** Establish and maintain a fund for research and innovation;
- 2.4** Enhance the prestige of the Institution as an academic research institution and as a member of society by pursuing the highest ideals of scholarship and teaching and by conferring the benefits of that scholarship and teaching on the Institution community and society;
- 2.5** In its broad discretion and consistent with its overall mission, encourage, assist and provide mutually beneficial rewards to the Institution and members of the community who transfer Institution IP to the public through commercial channels under this IP Policy;
- 2.6** Establish standards for determining the rights and obligations of the Institution and creators of IP;
- 2.7** Ensure compliance with applicable laws and regulations and enable the Institution to secure sponsored research funding at all levels of research;
- 2.8** Ensure protection of Institution owned IP under relevant laws.

ARTICLE 3

COVERAGE

- 3.1 Personnel Covered.** This IP Policy applies to all faculty members, researchers, students, other employees, whether full-time or part-time, and visiting professors undertaking research or creative activities in the Institution using the Institution's facilities and resources or conducting activities under the supervision of Institution personnel.
- 3.2 Intellectual Property Rights Covered.** This IP Policy shall cover all types of intellectual property rights under relevant intellectual property Laws in the Philippines, such as but not limited to:
- (a) Copyright and Related Rights;
 - (b) Trademarks and Service Marks;
 - (c) Patents;
 - (d) Utility Models;
 - (e) Industrial Designs;
 - (f) Geographical Indication (GI);
 - (g) Lay-out Designs (Topographies of Integrated Circuits);
 - (h) Undisclosed Information; and
 - (i) New plant varieties, as provided in Republic Act No. 9168.

ARTICLE 4

DEFINITION OF TERMS OR EXPRESSIONS

When used in this document, the following words shall mean:

- 4.1 **“Academic and Research Staff”** include all faculty members, whether full or part-time, visiting teachers and professors, emeritus faculty members while rendering service for the Institution, fellows and other researchers carrying out research at the Institution.
- 4.2 **“Confidential Information”** means any information or data of a 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 Institution is under an obligation, whether contractual or otherwise, not to divulge.
- 4.3 **“Copyright”** is the legal protection extended to the owner of the rights in an original artistic or literary work.
- 4.4 **“Creator”** means the Institution personnel or student (covered under Article 3.1 of this IP policy) who created or authored the literary, scholarly, scientific and artistic works or has made creative or authorship contributions.
- 4.5 **“CSR”** refers to Center for Strategic Research of the Institution
- 4.6 **“Faculty”** refers to the entire body constituting the teaching force of the Institution.
- 4.7 **“Faculty member”** refers to any teacher, professor, lecturer who receives compensation for teaching a particular course or subject.
- 4.8. **“Fellow”** a researcher who is visiting from another institution or another country to work with researchers at the Institution.
- 4.9 **“Geographical Indication (GI)”** is a name or sign used on certain products which corresponds to a specific geographical location or origin (e.g. a town, region or country). The use of a GI may act as a certification that the product possesses certain qualities, or enjoys a certain reputation, due to its geographical origin.

- 4.10 “HSSIC” refers to the Henry Sy, Sr. Innovation Center**
- 4.11 “ITSO”** refers to the Innovation and Technology Support Officer
- 4.12 “IP Code”** means Republic Act 8293 or the Intellectual Property Code of the Philippines and its amendments.
- 4.13 “IP Policy”** means the Institution’s “Policy on Intellectual Property, Technology Transfer and Research Collaboration” as may be amended from time to time.
- 4.14 “Intellectual Property” or “IP”** means any patentable invention, utility model, industrial design, undisclosed information or know-how, copyright, layout design of integrated circuits, tangible research property, rights relating to computer software, trade mark and any other industrial or intellectual property rights, registrable, registered or otherwise, including tangible research property.
- 4.15 “Invention”** refers to patentable inventions, utility model, industrial design and the like that may be protected under the IP Code;
- 4.16 “Inventor”** means the Institution personnel or student (covered under Article 6.1 of this IP policy) who is considered the legal inventor of the work under relevant IP laws.
- 4.17 “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.
- 4.18 “Institution”** refers to Miriam College.
- 4.19 “Institution IP”** are patents, trademarks, copyrights and other IP rights owned by Miriam College.
- 4.20 “Layout Design of Integrated Circuits”** is an original topography (picture of a place) of elements, at least one of which is an active element, and of source or all interconnections of an integrated circuit, or such three-dimensional disposition prepared for an integrated circuit intended for manufacture.

- 4.21 **“Mark”** means 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.
- 4.22 **“Patentable Invention”** means any technical solution of a problem in any field of human activity which is new, involves inventive step and is industrially applicable. Non-patentable inventions are those enumerated under Section 22 of the IP Code.
- 4.23 **“Student”** means all matriculated undergraduates, student employees and higher degree students i.e. graduate students, candidates for masteral and doctoral degrees, post-doctoral fellows, and students belonging to the basic education unit at the Institution.
- 4.24 **“Tangible Research Property”** shall mean research results that are in a tangible form and that include items such as materials, drawings, integrated circuit chips, computer software, computer and other databases, processes, prototypes and circuit diagrams.
- 4.25 **“Utility Model”** means any technical solution of a problem in any field of human activity which is new and is industrially applicable. A utility model does not involve an inventive step.
- 4.26 **“Institution Personnel or Employees”** means all persons employed by the Institution, whether part time or full time.
- 4.27 **“Institution Resources”** are defined as all tangible resources provided by the Institution to inventors, including:
- (a) Facilities such as office, lab and studio space and equipment;
 - (b) Computer hardware and software;
 - (c) Support and secretarial services;
 - (d) Research teaching, and lab assistants;
 - (e) Supplies;
 - (f) Utilities;
 - (g) Funding and reimbursement for research and teaching activities including travel.

Institution resources do not include salary, insurance or retirement plan contributions paid to or for the benefit of Creators.

- 4.28 **“Undisclosed information or trade secrets”** 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; has commercial value because it is secret; and has been subject to reasonable steps under the circumstances to keep it secret, by the person lawfully in control of the information.

4.29 “**Works**” are original intellectual creations in the literary and artistic domain protected from the moment of their creation and shall include, but not be limited to, the following:

- (a) Manuscripts, educational course materials and academic papers;
- (b) Books, pamphlets, articles & other writings;
- (c) Periodicals & newspapers;
- (d) Lectures, teaching materials, syllabi, 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;
- (j) Illustrations, maps, plans, sketches, charts and three-dimensional works relative to geography, topography, architecture or science;
- (k) Drawings or plastic works of a scientific or technical character;
- (l) Photographic works including works produced by a process analogous to photography; lantern slides;
- (m) Audiovisual works and cinematographic works and works produced by a process analogous to cinematography or any process for making audio-visual recordings;
- (n) Pictorial illustrations and advertisements;
- (o) Computer programs; and
- (p) Research papers;
- (q) Other literary, scholarly, scientific and artistic works

ARTICLE 5

INTELLECTUAL PROPERTY OWNERSHIP

Ownership of Copyright, Patent and Other IP Rights

5.1. Ownership of Copyright, Patent and Other IP Rights

Unless otherwise provided in this document, the Creator shall own the IP to the Work or Invention.

5.2 Multiple Creators

In case of multiple Creators or Inventors, copyright over the Work and Patent and Other IP Rights over the Invention shall be determined by contractual stipulation of the parties. In case no agreement has been made, the CSR or the HSSIC, as the case may be, shall assist the Co-Creators in coming to an agreement with respect to the ownership in the work. In case the Co-Creators cannot come into an agreement, they shall be presumed to have equal share in the ownership of the intellectual property.

5.3 Consent

Section 5.1 notwithstanding, in order for the Institution to perform its duty to transfer knowledge to the public, the Institution shall have the right to use, publish, reproduce such Works in whatever form, electronic or otherwise, and or exploit the Invention, for its teaching, research and non-commercial and academic purposes. In case of copyright, the publication or republication by the Institution in a public document of any work in which copyright is subsisting shall not be taken to cause any abridgment or annulment of the copyright or to authorize any use or appropriation of such work without the consent of the copyright owner. Provided, However, that prior consent is required from the creator before any compilation, distribution, publication, reproduction, use and sale can be made. (Annex "A"-Consent Form)

5.4 Acknowledgment and Citation

The Institution or any member of the Academic Staff and Research Staff shall be allowed free access to and use of their works or inventions for teaching, research,

development and other non-commercial and academic purposes, provided, however, that the Creator must be properly cited and acknowledged.

5.5 Use Rights. In cases where the rights to Copyright belong to the author or creator of the Work, the Institution or any member of the Miriam College Community is granted, without infringing any intellectual property right, is granted free access to and use of the works, to pursue or develop them for educational purposes. In these cases, the author or creator of the Work must be properly cited and acknowledged in any subsequent work.

a. **Institution use rights of faculty and students works.** The Institution is authorized to right to use, publish and reproduce such Works in whatever form, electronic or otherwise, for its teaching, research and non-commercial and academic purposes , including the right to limited and necessary editing for purposes of format or style, and to disseminate or exhibit such Works including uploading online in the Institution's websites, social media pages, learning information systems, and learning management systems, perform and/or utilize those reproductions for educational purposes, or for scholarship, exhibition, trainings, accreditation, certification, advancement and linkages, alumni relations, sponsorships, promotion and the like; or as a representation of faculty and student work; and for inclusion in its permanent collection, digital library and/or archives.

b. **Faculty use rights of students' works.** Any member of the Academic Staff and Research Staff is authorized to make limited number of reproductions of their students' works and to disseminate, exhibit, perform and utilize those reproductions for educational purposes or activities of the Institution, or as an example of a student's work. The use rights of students' works granted to the faculty does not extend to personal use by the faculty, and ends when said faculty is no longer employed or under contract with the Institution.

5.6 Fair use of copyrighted work. Any member of the Miriam College Community has the right to use Institution IP or any of the copyrighted works of any other member of the Miriam College Community without need of permission from the owner and without infringing any Copyright, for a reasonable and limited purpose, and provided that such use is consistent with the criteria for the application of fair use of a copyrighted work under Section 185 of the IP Code

5.7 Externally Funded or Sponsored Research

Copyright, Patent and Other IP Rights over research conducted pursuant to a research agreement between the Institution and an external party shall be governed

by terms on IP ownership set out in the relevant research agreement. In the absence of an agreement, the rules set out in this policy shall be applicable.

ARTICLE 6

COMMON PROVISIONS ON

INTELLECTUAL PROPERTY OWNERSHIP

6.1 By way of exception to the general rules on intellectual property ownership under Articles 5 and 6, rights to copyright, patents, utility model or industrial design shall belong to the Institution if any one of the following circumstances exists:

- (a) The Work or Invention was created or developed by an Institution Employee in connection with the performance of his/her duties set forth in the faculty manual or his/her employment contract;
- (b) The Work or Invention was done using funds provided or administered by the Institution;
- (c) The Work or Invention was done making substantial use of the facilities or resources of the Institution;
- (d) Commissioned Work or Invention by the Institution or “Work for Hire”;
- (e) Teaching or training materials or modules created as part of the regularly-assigned duties of the Academic and Research Staff;
- (f) The ownership of the copyright, patent and other IP rights was assigned by the Creator to the institution.
- (g) In case of students, the Work or Invention was developed or created when he/she received financial support from the Institution in the

form of tuition waiver, scholarship stipend or allowance regardless of the amount;

- (h) The Work or Invention was created or developed by the Institution Employee outside of his/regular duties but he/she received, in addition to his regular salary, financial support from the Institution in the form of paid leaves, honoraria or allowance regardless of the amount, or in the form of decrease in teaching loads without decrease in salary;
- (i) The Work or Invention was done pursuant to Institution-organized contests, competitions, and other related activities; and
- (j) Work/s or Invention/s whose inventor/s cannot be determined.

6.2 For the avoidance of doubt, the consent of the Creator for Works or Inventions falling under Section 5.3 to exercise economic rights over the same shall not be required, it being agreed and understood that copyright, patent and other IP rights over the Works or Inventions under Section 6.1 belong to the Institution.

6.3 Output produced by the Faculty Member as required under the Faculty Manual and their respective employment contracts, such as, but not limited to, syllabus, Course Outline and Lesson Plan ("COLP"), teaching modules, lectures, recorded or otherwise, and examination materials made in the course of their employment and other documents submitted for the accreditation of the Institution shall be deemed as produced in the performance of their duties. Thus, such Works shall be owned by the Institution in accordance with Sec. 6.1 (a) hereof.

6.4 The Institution employee is granted a royalty-free, non-exclusive license for personal use of the work he/she created or authored, including teaching purposes, even after the end of his/her employment in the institution, provided that such use will be of a non-commercial character. In this case, the right to exploit and license the work belongs to the institution, but the creator may be given a share in the commercialization revenues generated by successful exploitation of the IP.

ARTICLE 7

INTELLECTUAL PROPERTY OWNERSHIP

Trademarks

7.1 Ownership and Management of Trademark

The Institution shall be the sole owner of the Institution's logo, emblems and marks, as well as its other colleges' logos, emblems, marks. The CSR shall have them registered with the Intellectual Property Office of the Philippines. Any use of the Institution logo shall require prior license or permission from the Marketing Department of the Institution. Likewise, the Marketing Department shall coordinate with the CSR for the use of all the marks of the Institution.

ARTICLE 8

INTELLECTUAL PROPERTY OWNERSHIP

Tangible Research Property (TRP) or research results

8.1 Tangible Research Property (TRP) or research results

Tangible Research Property (TRP) or research results as defined in Article 4 which cannot be the subject of any other kind of intellectual property protection are presumptively owned by the Institution. In no case shall biological material in any form be the subject of patents or any form of acquisition.

ARTICLE 9

INTELLECTUAL PROPERTY OWNERSHIP

Student Works or Inventions, Thesis, Dissertation and

Faculty Works or Inventions

9.1 Student Thesis/Dissertation

(a) A Student shall own the copyright of his or her works produced and submitted as class assignments or as course requirements, or thesis/dissertation subject to any agreement with the Institution or external parties. In order for the Institution to perform its duty to transfer knowledge, the Student shall grant to the Institution a royalty-free permission to reproduce, publish and publicly distribute copies of the thesis, in whatever form, electronic or otherwise.

(b) If a thesis/dissertation contains information on an invention that may be patentable or registrable, or if the same contains confidential information of the Institution and/or that of a third party, the Institution may withhold public access to said thesis/dissertation and the defense proceedings in accordance with the procedures below:

i. The Institution may withhold public access to the Student's thesis/dissertation until such time a copyright or patent application is filed by the HSSIC or the CSR, as the case may be, or has taken other reasonable steps to protect the Institution's and/or third party's IP rights;

ii. If the HSSIC or the CSR decides not to pursue a copyright or patent protection, the thesis/dissertation may be released in accordance with the procedures adopted by the Institution.

iii. If the Inventors' request for the return of the IP under Article 10.4 and wishes to pursue copyright or patent protection for the work or invention themselves, the Inventors may request the Institution to withhold the

thesis/dissertation for not more than three (3) months from the date of return of the IP in order for the relevant copyright or patent application to be filed.

9.2 Thesis/Dissertation Mentoring

As a rule, a thesis mentor does not own the copyright or any other intellectual property rights over the thesis or dissertation of the student-mentee. In the event that the thesis mentor becomes a co-creator or co-inventor, the Institution may, at its option, claim the copyright or other intellectual property rights over works contributed by Institution employees in the course of their mentoring assignment as part of their regularly assigned duties. Provided that, a point system for the employees' Related Learning Experience relative to their promotion is to be classified by their respective departments or colleges depending on their substantial contribution. There is "substantial contribution" when there is an important intellectual contribution, rather than technical assistance, without which the work, or an important part of the work, could not have been completed or the thesis could not have been written and submitted for publication.¹

9.3 Student-Mentor Agreement

Students shall retain rights to Copyright, patent or other IP rights to their work or invention wherein Institution faculty or associate provided customary mentoring or advising as part of their regularly assigned duties. Otherwise, and where the mentor's/adviser's contribution is considered to be above and beyond what is expected and customary for mentoring and advising as Institution faculty or associate, and where such contribution was substantial and pivotal to the development of the student's work, to establish any co-ownership or shared rights to the work and/or the intellectual property to the work the faculty or associate and the student must voluntarily enter into an agreement specifying the ownership of the intellectual property including any assignment, and any sharing of royalties accruing to the authors/creators in the event of commercialization. In the absence of such agreement or any other proof to the contrary, the student will be considered to own the Copyright, patent and/or other rights to the work or invention.

Specific guidelines for the collaboration between the Faculty and the graduate students is hereto attached and made integral part hereof as Appendix A.

¹ Battisti WP, Wager E, Baltzer L, et al. Good publication practice for communicating company-sponsored medical research: GPP3. *Ann Intern Med* 2015;163:461-4 ; A. Flanagin Authorship: definition, criteria, contributions, and requirements. In: *AMA Manual of Style: A Guide for Authors and Editors*. Iverson C, Christiansen S, Flanagin A, et al. (Eds). New York: Oxford Univ Press.

9.4 Criteria for Determination of Co-Authorship of Mentor. The following criteria must all be met in order to determine authorship or ownership of copyright, patent and other IP rights of a faculty member-mentor, to wit

- a. Make a substantial intellectual contribution to:
 - i. the conception and design; AND/OR
 - ii. the collection of research data; AND/OR
 - iii. the analysis and interpretation of research data;
- b. AND substantially contribute to the drafting of the manuscript (e.g. article, paper, book) and/or substantially critically revise its content;
- c. AND approve the final version of the manuscript to be published;
- d. AND agree to be accountable for all aspects of the Work in ensuring that questions related to the accuracy or integrity of any part of the Work are appropriately investigated and resolved. In addition to being accountable for the parts of the work he or she has done, an author should be able to identify which co-authors are responsible for specific other parts of the work. In addition, authors should have justified confidence in the integrity of the contributions of their co-authors.

Securing research funding, providing space, equipment or materials, collecting some research data, or managing or supervising students-mentees involved in the project do not by themselves justify authorship.

ARTICLE 10

MANAGEMENT OF INTELLECTUAL PROPERTY

10.1 Disclosure of Intellectual Property

All Creators and Inventors of Intellectual Property are required to disclose to the CSR, in case of works, or the HSSIC, in case of inventions, of institution-owned intellectual property, or for which disclosure is required by contract or law. Disclosure shall be in writing using the Disclosure Report (ANNEX "B") and submitted to the CSR or the HSSIC, as the case may be. In case of doubt as to whether intellectual property is Institution IP or not, inventors must comply with Disclosure process under this rule for the determination of ownership.

10.2 Confidentiality

The Inventor(s) shall at all times maintain confidential the details of the invention in accordance with the Confidentiality policy in particular during the period when the HSSIC is assessing the viability of commercialization or the patentability of the invention. Any publication (even verbal disclosure) which describes an invention prior to filing for a patent may jeopardize the patenting process. During the evaluation process, the inventor is obliged to delay public disclosure until patent application has been filed. The Institution must endeavor to minimize delays in publication.

10.3 Failure to Disclose

Disclosure is necessary for the proper inventory, protection, possible commercialization and the eventual sharing of royalties between the Institution and the owner of the inventor/creator. For these reasons, the same are enjoined to disclose all Institution-owned intellectual property. Deliberate failure or gross negligence shall be dealt with accordingly as an intellectual property offense.

10.4 Return of IP to Inventor(s)

(a) The Institution has a period of three months from receipt of the IP Disclosure to decide whether to commercialize the Invention that belongs to the Institution. The HSSIC shall return the IP to the Inventor/s for commercial exploitation, within three months from the occurrence of any of the following events, to wit:

(i) The HSSIC has informed the Inventor(s) that it does not wish to pursue the commercial exploitation or the patenting of the intellectual property; or

(ii) The HSSIC does not inform the Inventor(s) within three (3) months of the acknowledgment of receipt of the IP Disclosure whether it wishes to pursue commercial exploitation or patenting of the IP; or

(iii) The HSSIC informed the Inventor(s) that it wishes to pursue commercial exploitation and patenting of the invention within three months from receipt of the IP Disclosure, but the Institution has not commercialized the IP within three (3) years from the date of receipt of the IP Disclosure and there are no on-going discussions with any interested parties.

10.5 Determination of Ownership Rights.

The CSR shall be responsible for the determination of ownership of the copyright of Works. On the other hand, the HSSIC shall be responsible for the determination of ownership of the patent rights of Inventions. The Owners are responsible for presenting any or all documents that would prove the extent of ownership, in cases of multiple ownership or otherwise.

10.6 Substantial Use of Institution Resources

The following shall be deemed to be substantial use of the Institution Resources, to wit:

A. Where the Institution's funds are used to specifically support the development of the Intellectual Property;

B. Where there has been use of resources at the Institution that are not ordinarily available to most of the Institution personnel or Student. The use of office, library, computers and storage servers constitutes resources that are ordinarily available to Institution Personnel and Students and do not constitute substantial use of Institution's resources.

ARTICLE 11

INTELLECTUAL PROPERTY ADMINISTRATION

The Institution's IP shall be managed and administered by the CSR in relation to Works and the HSSIC in relation to Inventions. From the production of the Institution IP, the CSR shall manage the IP Portfolio and if applicable, the CSR shall refer the Institution IP to the HSSIC which shall explore, develop and manage its corresponding commercialization. The Institution shall appoint an ITSO who shall be the focal point person for all stakeholders who shall to engage in research translation efforts to commercialization.

11.1 Center for Strategic Research

The Center for Strategic Research ("CSR") shall supervise the implementation of the IP Policy and shall have the following functions and responsibilities:

- (a) Administer and monitor the implementation of the IP Policy;
- (b) Manage the Institution's IP portfolio and database;
- (c) Make deposits on copyright, and handle the drafting, filing and prosecution of applications for, and maintenance of, trademark, with the Intellectual Property Office of the Philippines
- (d) Administer the funds allocated for deposit of copyright, registration of trademarks and other IP assets and activities related to the protection and commercialization of the Institution's IP assets;

11.2 Henry Sy, Sr. Innovation Center

The Henry Sy Sr. Innovation Center (HSSIC) shall be in charge of the commercialization of the Institutions IP assets and shall have the following duties and responsibilities:

- (a) Evaluate the potential of the Institution IP assets for commercialization;
- (b) Handle the drafting and filing of application, prosecution and maintenance of patents, utility models, industrial designs and other related rights, excluding copyright and trademark, with the Intellectual Property Office of the Philippines;
- (c) Negotiate and manage contracts for the production, distribution and marketing of the Institution's IP assets;
- (d) Spearhead the preparation of business and marketing plans, and in securing financial assistance for any commercialization project activities;
- (e) Collaborate with the CSR in the administration Administer payments derived from any commercialized IP assets; and
- (f) Negotiate all license agreements for the Institution's IP assets.

11.3 Innovation and Technology Support Officer

The Institution shall appoint an Innovation and Technology Officer (ITSO) who shall have the following duties and responsibilities:

- (a) Act as focal person for all stakeholders to engage in research and translation efforts to commercialization of IP assets;
- (b) Build relationship with industry partners, contract services and technology licensing;
- (c) Act as conduit for faculty/student -industry collaboration;
- (d) Foster the creation of IP, particularly inventions, utility models and industrial designs, to support increase in national innovative output; and
- (e) Support Micro, Small and Medium Enterprises (MSME's) in IP applications and searches.

ARTICLE 12

*ASSIGNMENT, INCENTIVES AND COMMERCIALIZATION OF
INTELLECTUAL PROPERTY*

12.1 Assignment of royalty

In cases of Institution-owned intellectual property as defined under Section 6.1 hereof, the Institution, with assistance of the CSR or the HSSIC, may, based on its reasonable determination, assign royalty shares to the creator/inventor, subject to Article 12.5 (a) of this policy, unless there is an agreement to the contrary.

12.2 Grant of Incentives

In lieu of royalty shares, the Institution may grant incentives, in the form of research grants from the Institution or any of its affiliated foundations leaves, Grant of research load credits, honoraria, cash grants, to Institution Employee who shall create intellectual properties and eventually bag citations and awards from third parties or win Institution-organized contests, competitions, and other related activities.

12.3 Assignment of Rights

In cases of Institution-owned intellectual property, the Institution, with assistance of the CSR or the HSSIC, may, based on its reasonable determination, assign the rights of ownership to the Creator or Inventor or any third person. To this effect, the parties shall execute appropriate Deeds of Assignment (Annex "D").

12.4 Commercialization and Protection of the Institution's IP

The CSR or the HSSIC shall evaluate the feasibility of any Institution IP for commercialization and submit its recommendations to the Chancellor for approval. The author/creator/inventor shall assist and cooperate with the Institution in the possible commercialization of any Institution IP, including identifying parties having an interest in using, developing, or commercializing Institution IP.

12.5 Distribution of Commercialization Benefits of Institution-owned IP

- (a) The Institution shall share with the Inventor(s)/creator(s) of the IP any Net Revenue [as defined in Article 12.5(b) below] received by the Institution in the following ratio shown in Table 12.5(a).

Note: The net revenue sharing is subject to evaluation and revision.

Table 12.5(a)	
Inventor(s)/Creator(s)	Institution
70%	30%

- (b) Net Revenue is defined as the gross consideration (including all royalties, fees and other benefits) received from the commercialization of the IP less all expenses incurred in the commercialization of that IP. Expenses shall include all filing and legal fees, marketing and licensing costs, administrative expenses and overhead costs and any other expenses necessarily incurred for registration and/or patenting and commercializing the IP.
- (c) The Inventors’/Creator’s share of Net Revenue under Article 12.5(a) will be distributed equally among any Multiple Inventors/Creators unless the Institution has been previously notified in writing of any different sharing arrangement agreed upon between the multiple Inventors/Creators.
- (d) The Institution’s share of the Net Revenue (30%) shall be distributed as shown in Table 12.5(a).

Where there are multiple Inventors/Creators from different Colleges / Departments/Units the share of Net Revenue will be distributed amongst the College/Department/Unit in accordance with the number of Inventors from each College/Department/Unit/Campus.

<i>Department/ Unit</i>	<i>MC General Fund</i>	<i>Institutional IP Fund</i>
5%	15%	10%

- (e) The Department/Unit of the Inventors/Creators shall use their share for capacity-building activities related to IP generation.
- (f) The Institutional IP Fund shall be both managed by CSR and HSSIC. All requests shall be endorsed by CSR and HSSIC for the final approval of the VPAA.
- (g) The Institution shall distribute to the Inventor/Creator(s) the proportion of the Net Revenue due to them in such manner and at such times the Institution shall, in its sole and absolute discretion, deem fit.

ARTICLE 13

RESEARCH COLLABORATIONS WITH EXTERNAL PARTIES

13.1 Research Collaborations with Non-Commercial Parties

- (a) The Institution may collaborate with non-commercial parties, which may include but are not limited to other universities, research institutions, government agencies and non-governmental organizations not organized for profit.
- (b) In a collaboration with non-commercial parties, the Institution shall ensure that the intellectual property produced shall be jointly owned by the parties who have jointly developed the same (i.e. where employees/students of both parties are involved in creating, developing or generating the IP) and that the parties have the right to jointly commercialize the said intellectual property.
- (c) Where the IP is solely developed by the Institution, the Institution shall retain the ownership of the IP but the non-commercial party shall have free internal use of the subject IP. The terms and conditions of any commercial use of IP shall be subject to negotiations.

13.2 Research Collaborations with Industry

The Institution shall encourage collaborations with various industries as such interaction ensures that research at the Institution remains relevant and provides exposure of students to possible future employers. On the other hand, companies will also benefit as they obtain access to the Institution's expertise, facilities and resources not otherwise available elsewhere.

13.3 General Policies on Other Terms in Research Agreements

(a) Publications

The Institution reserves the right to publish or present the findings of the project, subject to only the right of the external parties to require the delay of any publication or presentation in order to remove any of its confidential information or for the filing of any patents in accordance with the term of the research agreement for the project.

(b) Warranties

As the research is only conducted on a reasonable efforts basis, the results are provided “as-is” and without any representation or warranty of merchantability or fitness for any particular purpose or any warranty that any use will not infringe or violate any patent or other proprietary rights of any other person.

(c) Indemnities

The external parties shall indemnify the Institution for any claim, loss, cost, expense or liability of any kind that may be incurred by the Institution due to the external parties’ infringement of intellectual property rights over the IP generated from the project. The external parties shall also hold the Institution free and harmless from any and all claims, injuries, damages, losses or suits, filed by third parties arising out of or in connection with external parties’ the infringement of intellectual property rights over the IP generated from the project.

13.4 Guidelines in the Implementation of Research Collaborations

The Institution shall adopt guidelines on IP ownership and commercial use and licensing of the subject IP to:

- (i) ensure consistency in decision-making,
- (ii) recognize the different types of projects that can be undertaken with industry, which can range from exploratory research (where the application is not known), technology development (where the application is known) to product design and problem solving;
- (iii) provide for recognition of the Institution’s contributions in the form of license fees payable by the industry or non-commercial parties as the latter obtains commercial benefits from IP generated with the help of the Institution. See Appendix B- Implementing Guidelines for Research Collaborations with External Parties.

ARTICLE 14

CONFLICTS OF INTEREST

14.1 Disclosure of Conflicts of Interest

All Inventor(s)/Creator(s) who have any interest, whether directly or indirectly, in any party interested in the commercial exploitation of Institution IP, shall make full and honest disclosure of the nature and extent of their interest to the Institution, as soon as practicable and to the best of their knowledge. Without prejudice to the generality of the foregoing, an Inventor shall be deemed to have an interest if he/she (or a person over whom he/she has control) is a director of, or a shareholder with a material shareholding in the organization or company interested in the commercial exploitation of the Institution IP.

In addition, all Institution Personnel shall make full and honest disclosure and seek the approval of the Institution in the event of any situation where a conflict of interest may arise, as highlighted by 14.2 below.

ARTICLE 15

CONSULTANCIES/DIRECTORSHIP IN COMPANIES

15.1 Consultancies

(a) Institution Personnel entering into consultancy work pursuing the commercialization of the IP shall commit not to disclose or transfer to external party any IP belonging to the Institution. They shall also ensure that a separate agreement is entered into with the appropriate College/Department for the use of Institution facilities, equipment or resources for such consulting work.

(b) In any consulting service, Institution Personnel shall not breach the confidentiality obligations to which they are subject by virtue of being employees of the Institution. They shall not disclose any Confidential Information which relate to Institution IP or any research which is being carried out at the Institution.

15.2 Conflict of Interest

(a) Conflicts of interest may arise in various situations relating to technology transfer interactions with industry. To minimize or prevent such conflict of interest situations, Institution Personnel must make full and honest disclosure to, and seek approval of, the Institution in the following situations:

- (i) undertaking sponsored or collaborative research with a company that has licensed IP from the Institution, where the research is related or in the same area as the IP licensed;
- (ii) deployment of Students by the Institution Personnel to do product and/or process research and development for a company in which

- the Institution Personnel has an interest. In cases where an Institution Personnel supervises final-year projects and higher degree students, this includes working on thesis topics in which the Institution Personnel has a commercial interest in the research area;
- (iii) transmitting to a company information that is not generally available to the public. This includes withholding or reducing publications after transferring technology to the company, or failing to attend to industry visitors from competing companies;
 - (iv) undertaking or changing the orientation of the Institution Personnel's research (whether supported by Institution funds or external grants) to serve the research, product development or other needs of a company;
 - (v) use of the Institution Personnel's position in the Institution to participate in company activities;
 - (vi) purchasing of equipment, instruments, materials or other items for Institution teaching and/or research from a company in which the Institution Personnel has an interest;
 - (vii) engaging in consultation with a company in which the Institution personnel or any person related to him (including without limitation, his parent, spouse, brother, sister, son, daughter, or any person who is holding legal title for the benefit of the Institution personnel) has an interest, whether legal, beneficial or otherwise.

ARTICLE 16

GENERAL PROVISIONS

16.1 Interpretation

The Intellectual Property Code of the Philippines (Republic Act No. 8293), the Plant Variety Protection Act of 2002 (R.A. 9168), the Agriculture and Fishery Modernization Act (R.A. 8435), the Philippine Fisheries Code of 1998 (R.A. 8550), the Wildlife Act (R.A. 9147), Indigenous People Rights Act (IPRA Law), the Inventor's and Invention Incentives Act (R.A. 7459), the Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government (R.A. 8439), the Administrative Code of 1987 (E.O. 292), and the respective charters of agencies under the Institution, and other relevant laws and their corresponding amendments, implementing rules and regulation are deemed written into the IP Policy. In the event of doubts in the interpretation of this IP Policy, the provision should be construed in favor of the Institution.

16.2 Waiver of Policy

The Institution shall have the discretion to waive or modify any or all of the provisions of these rules in a particular case. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation of the same or any other provision on a future occasion or for a future case.

16.3 Commencement and Application of IP Policy

- (a) This Policy shall take effect upon approval of the Board of Directors of the Institution and thirty (30) days after completion of publication in the web site of the Institution and in the student publication.

- (b) This Policy shall be applicable to all Institution IP licensed after the effective date. The rules set out in the IP Policy are subject to the terms of any agreement with external parties that the Institution may enter into.

16.4 Amendment of the Rules and Guidelines of the IP Policy

The rules and guidelines set out in the IP Policy may be amended by the Institution from time to time. The Institution shall undertake to notify Institution Personnel and Students as soon as is practicable of the amendments so made. In any case, the amendments shall be in full force and effect on the date the amendments have been announced by the Institution to take effect.

16.5 Transitory Provision

To ensure effectivity of this IP policy, every Institution employee prior to their employment in the Institution or in case no provision relative to IP ownership in their employment contract is provided, shall sign a written agreement that clearly addresses the duties of employment and the issue of ownership of rights in applicable cases.

ARTICLE 17

PENALTIES

In addition to the remedies provided under applicable laws, any person found to have violated any of the provisions of this IP Policy shall be dealt with in accordance with the provisions of the faculty, staff, administrative or applicable employment manual. Any violation of these policies shall be meted out any or all of the following penalties depending upon the nature and gravity of the violation:

- 17.1 Ineligibility for research grants from the Institution or any of its affiliated foundations for a period not to exceed three (3) years;
- 17.2 Automatic removal of research load credits and ineligibility to receive these benefits for a period not to exceed three years;
- 17.3 Removal from any administrative position and disqualification for any administrative position for a period not exceeding three (3) years;
- 17.4 Withdrawal/return of any honoraria or monetary incentives granted by Miriam College to an Institution Personnel.

ANNEX "A"

CONSENT FORM

(To use Intellectual Property)

I/We, the undersigned, own the copyright/trademark/patent/other IP rights pursuant to the provisions of the Miriam College IP Policy. I, do hereby grant to: Miriam College, its assigns, the absolute and perpetual right to use, publish and reproduce such intellectual property in whatever form, electronic or otherwise, as produced for teaching, research and non-commercial and academic purposes.

Attached to this consent form are the original materials to which I/WE am/are providing consent to use and any written agreement regarding changes to the original materials.

(Description of materials attached to this form)

This consent and release shall be binding upon me and my heirs, legal representatives, and assigns.

Signature over Printed Name

Student ID Number/Title/Designation

Parent's signature over Printed Name

Date signed

Department/Unit

Date signed

ANNEX "B"

DISCLOSURE AGREEMENT

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

PROVIDER: _____

RECEIVER: _____
President, Miriam College

EFFECTIVE DATE of AGREEMENT: _____

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

1. Provider agrees to disclose Confidential Ideas which are believed by the Provider to have potential value to the Receiver.
2. Receiver agrees not to disclose any of these Confidential Ideas to others in any way without the prior consent of the Provider.
3. Receiver agrees not to use any of these Confidential Ideas in any way without the prior consent of the Provider.

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

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

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

SIGNING FOR THE PROVIDER: _____

Date Signed: _____

SIGNING FOR THE RECEIVER: _____

APPENDIX B

*IMPLEMENTING GUIDELINES FOR RESEARCH
COLLABORATIONS*

WITH EXTERNAL PARTIES

The following guidelines on IP ownership and commercial use and licensing of the subject IP will apply to all research projects with the industry and non-commercial parties:

1. Sole Ownership of IP by the Institution

- a. This will be the default position taken for all research collaborations with external parties unless the scope of the project and the contributions by the external parties can be shown to fall under (2) or (3) below.
- b. The external parties will have a first right to negotiate either a non-exclusive or exclusive fee-based license on commercial terms. An exclusive license may not be available where a key platform technology is involved.

2. Joint Ownership of IP by the Institution and the External Parties

a. The Institution will consider joint ownership where the external parties will be contributing background IP to the project or will have intellectual contribution to the IP, that is, employees of the external parties are also involved in creating or generating the IP together with the Institution. The external parties must also be providing funding for a significant portion of the total project costs.

b. As a joint-owner which has contributed significantly to the development of the IP, the external parties will have a non-exclusive royalty-free right to commercially exploit the IP. As the external parties are free to commercially exploit the project IP on its own without accounting to the Institution, the Institution will also retain the right to give out non-exclusive licenses without accounting to the external parties.

c. The external parties will have the right to license the IP non-exclusively to third parties but is required to account to the Institution a percentage of any licensing revenue it receives.

d. If the external parties wish to commercially exploit the IP exclusively, the external parties will also have a first right to negotiate a royalty-bearing exclusive license with the Institution on commercial terms.

3. Sole Ownership of IP by the External Parties

a. The Institution will consider the sole ownership by the external parties if the project meets the following criteria:

(i) The project is focused mainly on product development or improvements to the external parties' existing products or services and only the external parties' background IP is involved;

(ii) The project has unambiguous known objectives and the external parties lay down a defined way of performing the study;

(iii) The Institution's existing IP is not involved as the external parties require mainly access to the expertise and know-how of the Institution's staff members;

(iv) The Institution must benefit from the project and acquiring relevant industry experience through the exposure provided by working with the external parties.

b. The external parties will be required to bear the full project cost, which includes full Institution human resource and facilities/equipment costing.

c. The external parties' ownership of IP, will, however, be limited to the external parties' Field of Application as specified in the project agreement. The Institution will reserve ownership of any project IP generated in the fields of application not specified in the project agreement and will be free to exploit the IP in those other fields of application.

ANNEX "C"

DISCLOSURE REPORT FORM

Miriam College Disclosure Report	
IPO Case No.:	Date/Time:
Information in this report is supplied by the Institution personnel pursuant to obligations of researchers specified in the Miriam College Intellectual Property Policy If you have questions about completing this document contact the CSR. Please distribute copies to all individuals who worked on this IP as identified in the inventor/creator/author information section of this document.	
Invention/Work Summary	
Title of IP:	
Technical abstract of the invention (or attach a publication or draft). This will be provided, when required, to sponsoring agencies. (if applicable)	

What makes this invention superior to existing technology? (if applicable)

The IP (invention, creation, works) was/were conceived of at least as early as:

When was the invention shown to work? (if applicable)

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

If so, when and to whom?

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

Names of Inventors/Creators/Authors: Please include the names of all Miriam Collage and any non-Miriam college personnel who contributed to this invention.

Inventors/Creators/Authors A

First name	
Middle name	
Last name	
Designation	

College/Department	
Citizenship:	
Office Address:	
Office Phone No.	
Home Address:	
Home Phone No.	
E-mail Address:	

Inventor/Creator/ Author B

First name	
Middle name	
Last name	
Designation	
College/Department	
Citizenship:	
Office Address:	
Office Phone No.	
Home Address:	
Home Phone No.	
E-mail Address:	

(expand as needed for more Inventors/Creators/ Authors)

Funding and Materials

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

Which government funds contributed to making this invention?

	Sponsoring Agency	Grant, Contract or Agreement Number
Primary		
Secondary		

(expand as needed for more sources)

(expand as needed for more sources)	
Name of Person completing this Form	
Signature	
Phone:	
e-mail address:	
<p>In submitting this Form, you are accepting the responsibility for the accuracy of the information supplied and for ensuring that all inventors will be provided with copies of this Form.</p> <p>Submit this report to the CSR/HSSIC</p>	

ANNEX "D"

DEED OF ASSIGNMENT

REPUBLIC OF THE PHILIPPINES)
 CITY OF _____)S.S

WHEREAS, _____
 _____ [NAME(S), ADDRESS(ES) OF OTHER ASSIGNORS]

hereafter referred to as Assignors, have made-joint ownership, application for letters patent / copyright/ did obtain letters of patent/copyright for

_____ (TITLE OF IP)
which bear(s) application Serial No./Letter Patent No._____ filed/issued on _____, 20____.

WHEREAS, MIRIAM COLLEGE with principal office address at Katipunan, Quezon City, Philippines represented by its President

_____ (NAME AND ADDRESS OF ASSIGNEE)
hereinafter referred to as Assignee, is desirous of acquiring interest therein.

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

This Deed of Assignment shall be subject to the Miriam College IP Policy as approved by the Board of Directors on its Special Meeting date _____.

DONE IN _____ on _____.

Signature over Printed Name

Student ID Number/Title/Designation

Parent's signature over Printed Name
_____ Date signed
_____ Department/Unit
_____ Date signed