



Ester B. Ogena, Ph.D.
President

REPUBLIKA NG PILIPINAS
Republic of the Philippines
PAMANTASANG NORMAL NG PILIPINAS
Philippine Normal University
ANG PAMBANSANG SENTRO SA EDUKASYONG PANGGURU
The National Center for Teacher Education
Maynila
Manila

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UNIVERSITY CIRCULAR

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TO: Vice Presidents, Campus Executive Directors & Provosts, Deans, Associate Deans, Institute Directors, EPRDC Director, PBDO Director, FMS Director, Administrative Council Members, Faculty Members, Administrative Staff, and All Others Concerned

SUBJECT: PNU Intellectual Property Policy

Pursuant to BOR Resolution No. U-2308 dated June 11, 2015, this Circular is issued to disseminate the University's Intellectual Property Policy.

DECLARATION OF POLICY

WHEREAS, the Philippine Normal University (PNU) is committed to its mandate of instruction, research, extension, and production of researches and other appropriate methodologies relevant to teacher training, teacher education, continuing professional education of teachers and academic supervisors, and teacher education curricula produce teaching practitioners, researchers, and education leaders;

WHEREAS, PNU, as the country's National Center for Teacher Education (NCTE), by virtue of Republic Act No. 9647, is mandated to create innovative strategies and alternative modalities of teaching and learning, and develop information and communication technology breakthroughs to assist the process of teaching and learning, among others;

WHEREAS, in the pursuit of its mandate, it should endeavor to enhance curricular programs to make them relevant and responsive to the needs of society and address the educational needs of communities and advance teacher education in the Philippines, the resulting new creations and discoveries are subject to, or eligible for, intellectual property protection;

WHEREAS, the stewardship of such intellectual property, consistent with the mandate of PNU as a university and as NCTE, and in accordance with Republic Act No. 7722 or the Higher Education Act of 1994, is an important responsibility of both the University and the Originator.

Article 1. PURPOSE

Now, therefore, in consideration of the above premises, this Intellectual Property (IP) Policy is hereby adopted to:

1.1 Protect the IP Rights (IPR) of PNU;

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- 1.2 Enhance the stature of the University as a teacher education institution with a strong research program;
- 1.3 Establish standards for determining the rights and obligations of the University and Originators of IP;
- 1.4 Promote, preserve, encourage, and aid any research related to teacher education;
- 1.5 Facilitate the transfer of knowledge and technology from the University to the education sector and other relevant industry in order that research conducted at the University results in applications that would benefit the public;
- 1.6 Encourage, assist, recognize, and provide mutually beneficial rewards to the University and members of the academic community who transfer intellectual property to the public through commercial channels under this IP Policy;
- 1.7 Ensure compliance with applicable laws and regulations and enable the University to secure sponsored research funding at all levels of research;
- 1.8 Ensure filing of protection for the IP prior to any presentation and publication; and
- 1.9 Generate funds from the commercialization of IP products in furtherance of PNU IP Office (IPO) and sustenance of the University's research and innovation programs.

Article 2. DEFINITION OF TERMS

- 2.1 **"Academic Staff"** are those personnel who are engaged in actual teaching, research, extension, and production assignments whether on a full-time or part-time basis.
- 2.2 **"Commercialization"** means any process to transfer technology, sell, assign, license, sub-license, or otherwise trade in or deal with IP to gain or attempt to gain financial or other benefit, and commercialize and commercializing have corresponding meanings.¹
- 2.3 **"Commercialization costs"** means all costs relating to commercial development (including legal costs), IP protection (including registration costs and attorney fees), and marketing.¹
- 2.4 **"Computer Software"** means a product that shall include, but not be limited to, copyrightable computer programs in source and object code form. A computer program is a set of statements or instructions to be used directly or indirectly in a computer in order to bring about a certain result. Such code is generally copyrightable. Certain computer software may also be patentable and where it is the subject of a patent application or issued patent, is treated as a "Patent" for royalty distribution purposes. Documentation in the nature of users' guides, manuals and instructions developed to assist or facilitate use of computer software shall be managed as specifically indicated throughout this Policy.²
- 2.5 **"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 University is under an obligation, whether contractual or otherwise, not to divulge.³
- 2.6 **"Conflict of Interest"** arises when a public official or employee is a member of a board, an officer, or a substantial stockholder of a private corporation or owner or has a substantial interest in a business, and the interest of such corporation or business, or his rights or duties therein, may be opposed to or affected by the faithful performance of official duty.⁴

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- 2.7 **“Copyright”** is a legal term describing rights given to creators for their literary and artistic works. The kinds of work covered by copyright include literary works, such as novels, poems, plays, reference works, newspapers, computer programs, databases, films, musical compositions and choreography, artistic works such as paintings, drawings, photographs and sculpture, architectural works, advertisements, maps and technical drawings. The creators of original works protected by copyright, and their heirs, have certain basic rights. They have the exclusive right to use or authorize others to use the work on agreed terms.⁵
- 2.8 **“Copyrightable Work”** means those works of authorship considered protectable under Chapter II and Chapter III of the Intellectual Property Code of the Philippines as it may be amended from time to time.⁵
- 2.9 **“Creative Activities”** or **“Independent academic effort”** is defined as the inquiry, investigation, research, or creative activity that is carried out by faculty, staff, and students of the University that advances knowledge or the development of the arts, sciences, humanities, or technology where the specific direction, methodology, and content of the pursuit is determined by the faculty, staff member(s), or student(s) without the direct assignment, supervision, or involvement of the University.⁶
- 2.10 **“Derivative Work”** is a work based upon one or more pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications, which, as a whole, represent an original work of authorship, is a “derivative work.”⁷
- 2.11 **“External Funder”** means the grantor of research funds under the Research Funding Agreement.³
- 2.12 **“Intellectual Property”** or **“IP”** means any property 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, trademark, new plant varieties, design rights, and any other industrial or intellectual property rights, registrable, registered or otherwise.³
- 2.13 **“Intellectual Property Rights”** or **“IPR”** consists of:
- a) Copyright and Related Rights;
 - b) Trademarks and Service Marks;
 - c) Geographic Indications;
 - d) Industrial Designs;
 - e) Patents;
 - f) Layout-Designs (Topographies) of Integrated Circuits; and
 - g) Protection of Undisclosed Information (n) [Trade-Related Aspects of Intellectual Property Rights, TRIPS].⁵
- 2.14 **“Literary and Artistic Work”** means original intellectual creations in the literary and artistic domain protected from the moment of their creation and shall include in particular:
- a) Books, pamphlets, articles and other writings;
 - b) Periodicals and newspapers;
 - c) Lectures, sermons, addresses, dissertations prepared for oral delivery, whether or not reduced in writing or other material form;
 - d) Letters;
 - e) Dramatic or dramatico-musical compositions; choreographic works or entertainment in dumb shows;
 - f) Musical compositions, with or without words;
 - g) Works of drawing, painting, architecture, sculpture, engraving, lithography or other works of art; models or designs for works of art;

- h) Original ornamental designs or models for articles of manufacture, whether or not registrable as an industrial design, and other works of applied art;
 - i) Illustrations, maps, plans, sketches, charts and three-dimensional works relative to geography, topography, architecture or science;
 - j) Drawings or plastic works of a scientific or technical character;
 - k) Photographic works including works produced by a process analogous to photography; lantern slides;
 - l) Audio-visual works and cinematographic works and works produced by a process analogous to cinematography or any process for making audio-visual recordings;
 - m) Pictorial illustrations and advertisements;
 - n) Computer programs; and
 - o) Other literary, scholarly, scientific and artistic works.⁸
- 2.15 **“Net Revenue”** means cash revenue from commercialization of IP (including royalties, license fees, lump sums, milestone payments, and revenue from share of sales) less commercialization costs, but before tax.¹
- 2.16 **“Non-Academic Staff”** are defined as those employees who do not have an academic employment function. They include managers, non-academic professionals, student welfare workers, secretaries, caretakers, and cleaners.
- 2.17 **“Original Works”** are substantive plans, designs, arts, writings, etc. created and that are unique and original. Such works exist because the originator, who created them, exists.⁵
- 2.18 **“Originator”** means the author, designer, inventor, breeder, composer, sculptor, compiler, film-maker, programmer, photographer or any other person who creates in any way IP using University resources.¹
- 2.19 **“Patent”** is an exclusive right granted for an invention, which 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 20 years as stipulated in the Trade-Related Aspects of Intellectual Property Rights (TRIPS) agreement. The patent is a title of ownership.⁵
- 2.20 **“Regular Duty”** or **“Regularly-Assigned Duties”** means the work, duty or responsibility of the university employee as enumerated in the job description (Term of Reference) or employee/faculty manual, or the regular duties assigned by a superior as part of his/her regular workload. Works submitted to the university as a requirement for continued employment, promotion, research incentive and the like shall be considered as work done according to the regularly-assigned duties of the university employee.⁹
- 2.21 **“Research Activities”** include the rigorous inquiry, experiment, or investigation to increase the scholarly understanding of the involved discipline.¹⁰
- 2.22 **“Research Collaborator”** means other universities and research institutions which undertake research together with the Academic and Non-Academic Staff of the University.³
- 2.23 **“Research Funding Agreement”** or **“RFA”** means a contract entered into by the University with other entities which basically provides research funds to the University.³
- 2.24 **“Strong Research Program”** includes a range of research activities undertaken in the University in the field of teacher education that serves to address the needs of the University’s stakeholders.
- 2.25 **“Tangible Research Property”** means research results that are in a tangible form and that include items such as materials, drawings, integrated circuit chips, computer software and other databases, processes, prototypes and circuit diagrams.³

- 2.26 **“Trademark” or “Service Marks”** A trademark is a distinctive sign that identifies certain goods or services as those produced or provided by a specific person or enterprise. The system helps consumers identify and purchase a product or service because its nature and quality, indicated by its unique trademark, meets their needs.⁴
- 2.27 **“Trade Names”** means the name or designation identifying or distinguishing an enterprise as stated in Sec. 38, Republic Act No. 166a.¹¹
- 2.28 **“University”** means the Philippine Normal University and PNU.
- 2.29 **“University Resources”** may be defined as all tangible resources made available by a university or a Research and Development (R&D) institution to inventors, including: office, laboratory and studio space and equipment; computer hardware, software and support; secretarial services; research, teaching and laboratory assistants; supplies and utilities; funding for research and teaching activities, travel and other funding or reimbursements.⁵
- 2.30 **“Unofficial Work”** is any work not covered by Regular Duties or Regularly-Assigned duties as defined in this section (2.14).

Article 3. COVERAGE

- 3.1. *Personnel Covered.* This PNU IP Policy applies not only to the originators but also to academic staff i.e., includes but not limited to faculty and students and non-academic staff i.e., administrative employees, extension workers and other stakeholders who participate in research projects at the University, whether part time or full time.
- 3.2. *Subject Matter Covered.* This PNU IP Policy shall cover all original literary, artistic and derivative works, research and/or creative activities, tangible research properties or outputs with or without patent or copyright protection, whether for commercial or non-commercial purpose, undertaken using any University resource and including all technology transfer arrangements. The PNU IP Policy also covers patentable inventions, trademarks, service marks, and trade names.
- 3.3. *Rights Covered.* The PNU IP Policy shall cover all types of intellectual property rights recognized under Philippine laws such as the Intellectual Property Code as amended, as well as other applicable domestic and international laws.

Article 4. INTELLECTUAL PROPERTY (IP) OWNERSHIP

- 4.1. All Intellectual Property shall be owned by the University under the following circumstances:
- a) The IP was created as part of the regular duty of the Academic and Research Staff; and
 - b) Significant University resources were used; or the IP was created pursuant to a Research Funding Agreement (RFA) between the University and a third party.

The Academic and Non-Academic Staff will provide, upon request by the PNU IPO, assignments or other documents necessary to perfect the University's ownership rights. Custody of the Tangible Research Property, however, may be retained by the Academic and Non-Academic Staff while at the University doing research.

4.2. Externally-Funded Research

The University shall require from the potential External Funder under the Research Funding Agreement (RFA) that the RFA include a provision stating that the resultant IP shall be

owned by the University. Should there be other Research Collaborators under the RFA which had contributed to the development of the resultant IP, the University may opt for joint ownership with the other Research Collaborators, pursuant to certain agreement.

The University may waive its right to own the IP in favor of the External Funder under any of these following circumstances:

- (a) The research project is focused mainly on product development or improvements to the External Funder's existing products or services and only the External Funder's background IP is involved;
- (b) The research project is specific to the External Funder in that the External Funder has laid down a defined way of performing the study; and
- (c) The External Funder mainly requires access to the expertise and know-how of the University's Academic and Non-Academic Staff and the University's existing IP portfolio is not involved.

Under any of the abovementioned circumstances, the External Funder shall be required to bear the full project cost, which shall include full University manpower and facilities/equipment costing.

Furthermore, the External Funder's ownership of the IP under the RFA will be limited to the External Funder's field of application as specified in the RFA. The University reserves the right to own the IP generated in the other fields of application not specified in the RFA and will be free to make use of the IP in those fields of application.

4.3. Trademarks

The University shall exclusively own the trademarks, service marks, emblems, logos, symbols and other marks that it uses and distributes in relation to its goods or service and shall have it registered with the Intellectual Property Office of the Philippines. Any use of the University logo shall require prior license or permission from the University.

No Academic and Non-Academic Staff is allowed to use the PNU Trademark in unofficial functions.

4.4. Student Thesis/Dissertation

Student thesis or dissertations shall be co-owned by the University and the student.

Article 5. ADMINISTRATION

5.1 The PNU Intellectual Property Office (PNU IPO)

The PNU IPO operates under the Office of the Vice President for Finance and Administration (VPFA) with the following functions and responsibilities:

- (a) Develop the IP portfolio of PNU;
- (b) Protect the IP portfolio of PNU;
- (c) Optimize the benefits that the University can derive from its IP;
- (d) Provide assistance to PNU community to protect their IP;



- (e) Administer and monitor the implementation of this IP Policy; and
- (f) Recommend to the Board of Regents policies with respect to IP protection.

ARTICLE 6. GENERAL OBLIGATIONS

6.1 Confidentiality Obligation

- (a) All Academic and Non-Academic Staff shall, at all times, maintain confidential all information whether made/developed on his/her own, in collaboration with University colleagues, or acquired through discussions (whether formal or informal) with University colleagues.
- (b) All intellectual property-acquired information by the PNU IPO personnel shall be kept confidential.
- (c) Disclosure of Confidential Information may be allowed under the following circumstances:
 - (i) Disclosure is required by law, court order, or any government agency;
 - (ii) Disclosure is made with the prior consent of the University (and/or applicant); and/or
 - (iii) Disclosure may be allowed two (2) years after separation of service from the University.

6.2 Disclosure of Conflicts of Interest

All Academic and Non-Academic Staff must declare his/her Conflict of Interest.

Article 7. DISCLOSURE, EVALUATION, AND COMMERCIALIZATION OF INTELLECTUAL PROPERTY (IP)

7.1 IP Disclosure and Evaluation Process

- a) If an Academic and Non-Academic Staff has developed any IP, the ownership of which is vested in the University under Article 4, the Academic and Non-Academic Staff must promptly disclose the full details of the IP to the PNU IPO by submitting a Technology Disclosure Form with a copy to his/her Associate Dean/Dean.
(NOTE: are we going to incorporate here disclosures required of a student or applicant or originator?)
- b) The PNU IPO will evaluate the patentability and/or commercial potential of the IP. The PNU IPO may consult, if appropriate or necessary, with other University or independent experts in the field to assist in the evaluation of the IP.
- c) The PNU IPO shall, within three (3) months from the date of receipt of the Technology Disclosure Form, confirm in writing with the Academic and Non-Academic Staff whether or not the University will pursue patenting and/or commercialization of the IP.

7.2 Commercialization of the University's Intellectual Property

- (a) The University shall have the right to possess, use, dispose, and benefit from the fruits of its IP.

- (b) In meritorious cases and to help ensure successful commercialization, the University shall allow the Academic and Non-Academic Staff to commercialize or pursue commercialization of the University Intellectual Property (IP) by creating, owning, controlling, or managing a company or spin-off firm undertaking commercialization, or accepting employment as an officer, employee, or consultant in a spin-off firm undertaking such commercialization. The concerned Academic and Non-Academic Staff may take a leave of absence, whenever applicable, for a period of one (1) year and renewable for another year, for a total period not exceeding two (2) years, from the time the Academic and Non-Academic Staff signifies in writing that he/she desires to create or participate in a spin-off company. The Academic and Non-Academic Staff, however, shall still be allowed access to the University's facilities, subject to reasonable fees and regulations of the University. The University shall be entitled to 10% from the net income of the said undertaking.

Article 8. NET REVENUE SHARING

In the absence of contractual stipulations to the contrary, royalties derived from the commercialization of University Intellectual Property shall be shared as follows:

Net Revenue	ACADEMIC AND RESEARCH		ADMINISTRATION	
	Originators*	Campus/Units/ Faculty/Office	University	PNU IPO
(= Gross LESS Legal Fees, Administrative Cost, and Other Expenses)	60%	40% (15% University + 15% Unit + 10% PNU IPO)		

**Should there be more than one Academic and Non-Academic Staff who had developed the University IP commercialized, they shall share equitably from this portion.*

Article 9. DISPUTE RESOLUTION

In cases of conflicts or dispute involving the provisions of this IP Policy, the parties shall primarily submit themselves to mediation or arbitration to an impartial body formed by the University.

Article 10. GENERAL PROVISIONS

10.1 Interpretation

The Intellectual Property Code and other related laws governing Intellectual Property shall be applied suppletorily to this IP Policy.

10.2 Separability Clause

In cases of conflict between any provision of this IP Policy and any subsequent law, regulation or any other University policy, only the provision(s) affected shall be rendered ineffective without prejudice to the other provisions of this IP Policy.

10.3 Applicability of New Policy Provisions

Any revision to this Policy shall not apply retroactively to any existing inventions, copyrights, patents, trademarks, service marks, and trade name, computer software, and/or unpatented materials, unless otherwise stated.

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10.4 Amendment


This Policy may be amended by the University as necessary with adequate process of consultation.

10.5 Effectivity of the Intellectual Property (IP) Policy

This Policy shall take effect fifteen (15) days after the following are complied with:

- (a) Approval by the PNU Administrative Council and the Board of Regents.
- (b) An extensive information and education campaign to be led by the Office of the Vice President for Finance and Administration in coordination with the various system units, which shall commence on July 1, 2015.
- (c) The publication of this Policy.
 - i. In the web page of the University
 - ii. In the PNU Journal
- (d) The deposit of the guidelines with the National Library or U.P. Law Center.

Widest dissemination of this information is requested.


ESTER B. OGENA
President

REFERENCES:

1. Intellectual Property Policy. University of Adelaide (Australia).
2. Intellectual Property Policy V. 6.4.2. University of Vermont (USA).
3. Draft Intellectual Property (IP) Policy Template for Higher Education Institutions (HEI). Intellectual Property Office of the Philippines.
4. Code of Conduct and Ethical Standards for Public Officials and Employees. Republic Act No. 6713.
5. Guidelines on Developing Intellectual Property Policy for Universities and R&D Organizations. World Intellectual Property Organization (Geneva).
6. Intellectual Property Policy. University of the Arts (Philadelphia).
7. Copyright Law of the United States of America and Related Laws Contained in Title 17 of the United States Code.
8. Berne Convention for the Protection of Literary and Artistic Works.
9. Policies on Intellectual Property. De La Salle University (Manila).
10. Stanford University Research Policy Handbook.
11. Intellectual Property Code of the Philippines. Republic Act No. 8293.
12. Intellectual Property Policy. University of the Philippines.



ALPHEUS E.V. FERRERAS
University and Board Secretary

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EXCERPTS FROM THE MINUTES OF THE 65th REGULAR MEETING OF THE PNU BOARD OF REGENTS
HELD ON 11 JUNE 2015 AT THE CONFERENCE ROOM, 4TH FLOOR, HEDC BLDG., COMMISSION ON
HIGHER EDUCATION, C.P. GARCIA AVE., U.P. DILIMAN, QUEZON CITY.

PRESENT:

Hon. PATRICIA B. LICUANAN	Chairperson
Hon. ESTER B. OGENA	Vice Chairperson
Hon. PIA S. CAYETANO	Member
<i>Represented by Atty. Clemens Angeli B. Sabitsana</i>	
Hon. ROMAN T. ROMULO	Member
<i>Represented by Atty. Deneesse Lou Cortez</i>	
Hon. ERLINDA M. CAPONES	Member
Hon. MARIO L. RAMIREZ	Member
<i>Represented by Dr. Teresita G. Domalanta</i>	
Hon. MICHAEL M. NAEL	Member
Hon. MELITO S. SALAZAR, JR.	Member
Hon. EDILBERTO C. DE JESUS	Member
Hon. RONNEL B. AGONCILLO, JR.	Member

On motion duly seconded, the Board passed –

BOR RESOLUTION NO. U-2308, s. 2015

Approving the PNU Intellectual Property Policy which covers all original literary, artistic and derivative works, research and/or creative activities, tangible research properties or outputs with or without patent or copyright protection, undertaken using any University resource and including all technology transfer arrangements, patentable inventions, trademarks, service marks, and trade names.

APPROVED

Certified correct:


ALPHEUS EUGENIO V. FERRERAS
University and Board Secretary