



Caraga State University

Technology Transfer and Licensing Office (TTLO)
Innovation and Technology Support Office (ITSO)



Technology Transfer Protocol





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JAS-ANZ
C

RESOLUTION APPROVING THE PROPOSED CARAGA STATE UNIVERSITY TECHNOLOGY TRANSFER PROTOCOL

RES. NO. 54-04, S.2020

WHEREAS, CSU is an academic institution which conducts research in the pursuit of knowledge for enriching the minds and lives of University faculty, staff, and students. It promotes scholarly research, discovery, and/or inventiveness by strengthening research capabilities and enhance attainment of high quality and relevant researches to improve the quality of human life and to respond effectively to changing societal needs and conditions.

WHEREAS, the University endeavors to contribute to the achievement of the regional and national development goals and to excel in the four major areas of instruction, research, extension, and production;

WHEREAS, CSU is gradually establishing a nook that ensures protection, commercialization, and effective transfer of technology to produce revenues and products that resolve unmet issues and needs for improvement of the University, the individual, and the country as a whole;

WHEREAS, consistent with CSU's Intellectual Property Policy (IPP), any issues on the IPs/IPRs generated out of Government – funded R& D shall not impede the expedient transfer, roll-out or commercialization of the needed technology, as maybe determined essentially by the government in case of national emergencies or the need to advance national and local interests;

WHEREAS, CSU recognizes the need to have its own Technology Transfer Protocol (TTP) in accordance with the Philippine Technology Transfer Act of 2009 (RA 10055) and its Implementing Rules and Regulations (IRR);

WHEREAS, the said protocol shall define the policies, strategies, and processes or procedures to be adopted by the University to identify, provide patent information, project, manage, and commercialize Intellectual Properties (IPs) and/or Intellectual Property Rights (IPRs) generated from research and development (R&D) funded by the government and non-government agencies;

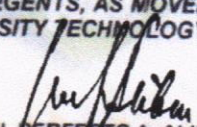
WHEREAS, CSU fully recognizes that research, development, innovation are essential for regional and national development

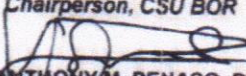
WHEREAS, the proposed CSU Technology Transfer Protocol was presented during the Administrative Council Meeting on July 23, 2020 and was duly endorsed per Res. No. 07-23-12, s.2020;

OR

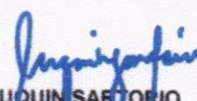
WHEREAS, presented now for the approval of the Board is the proposed CSU Technology Transfer Protocol as duly endorsed per Res. No. 07-23-12, s.2020;

RESOLVED, THE CSU BOARD OF REGENTS, AS MOVED AND SECONDED, APPROVES THE PROPOSED CARAGA STATE UNIVERSITY TECHNOLOGY TRANSFER PROTOCOL


 HON. PERFECTO A. ALIBIN
 Commissioner, CHED
 Chairperson, CSU BOR


 HON. ANTHONY M. PENASO, Ph.D.
 President, CSU
 Vice-Chair, CSU BOR

Not present
 HON. CONG. LAWRENCE LEMUEL H. FORTUN
 Representative
 Office of the Chairperson
 Committee On Higher and Technl Educ.
 House of Representatives
 Member


 HON. LUQUIN SATORIO
 Representative
 Office of the Chairperson
 Committee Higher, Technl and Vocational Educ
 Senate of the Philippines
 Member



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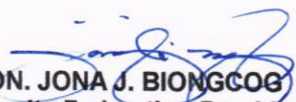


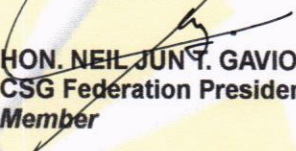

HON. ATTY. BONIFACIO G. UY
Regional Director, NEDA XIII
Member


HON. DOMINGA D. MALLONGA
Regional Director, DOST XIII
Member

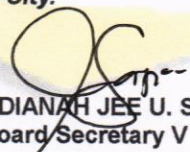

HON. ALMA A. ELEAZAR
Private Sector Representative
Member


HON. ENGR. REY R. DULTRA
Alumni Federation President
Member


HON. JONA J. BIONGCO
Faculty Federation President
Member


HON. NEIL JUN T. GAVIOLA
CSG Federation President
Member

I hereby certify to the correctness and the authenticity of the foregoing resolution. Done this 7th day of August 2020 at Caraga State University Ampayon, Butuan City.


ATTY. DIANAH JEE U. SASPA
Board Secretary V

CARAGA
STATE UNIVERSITY
PHILIPPINES

ACKNOWLEDGMENT

This Technology Transfer Protocol (TTP) was approved by the Board of Regents (BOR) through the efforts of the Technology Transfer and Licensing Office (TTLO) team, headed by Engr. Jeffrey T. Dellosa as its Director. The team comprises Mr. Kenneth L. Ciudad, as the Technical Expert, Atty. Dianah Jee U. Saspa- Canumay, as the Legal Officer, and staff: Ms. Esther U. Saspa and Ms. Maydejan A. Cubol. The team drafted and presented the policy to each of the colleges in the University for critique and suggestions. The same was then endorsed by both Academic and Administrative Councils for the approval of the BOR, hence, Resolution No. 54-04, s. 2020.

The development of this protocol was made possible through the assistance of the Intellectual Property Management Program for Academic Institutions Commercializing Technologies (IMPACT) Project of the Department of Science and Technology – Philippine Council for Industry, Energy, and Emerging Technology Research and Development DOST-PCIEERRD, and the Intellectual Property and Technology Business Management (IP-TBM) Phase II: Patent Mining for Cacao Project of the Philippine Council for Agriculture, Aquatic, and Natural Resources Research and Development (PCAARRD).

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1. Introduction

In the knowledge-based economy, the university should support transfer of knowledge to industry as major agents of economic growth. The university, through its Technology Transfer and Licensing Office (TTLO), must adopt this mission to bridge “the valley of death” from invention to commercialization.

The Caraga State University (CSU) is an academic institution which conducts research in the pursuit of knowledge for enriching the minds and lives of University faculty, staff, and students. It promotes scholarly research, discovery, and/or inventiveness by strengthening research capabilities and enhance the attainment of high quality and relevant researches to improve the quality of human life and to respond effectively to changing societal needs and conditions. The University endeavors to contribute to the achievement of the regional and national development goals and to excel in the four major areas of instruction, research, extension, and production.

Currently, CSU is gradually establishing a nook that ensures protection, commercialization, and effective transfer of technology to produce revenues and products that resolve unmet issues and needs for the improvement of the University, the individual, and the country as a whole.

Consistent with the CSU’s Intellectual Property Policy (IPP), any issues on the IPs/IPRs generated out of Government-funded R&D shall not impede the expedient transfer, roll-out or commercialization of the needed technology, as may be determined essentially by the government in case of national emergencies or the need to advance national and local interests.

The Caraga State University (CSU), being a state university, recognizes the need to have its Technology Transfer Protocol (TTP) in accordance with the Philippine Technology Transfer Act of 2009 (RA 10055) and its Implementing Rules and Regulations (IRR).

2. Purpose

This Protocol shall define the policies, strategies, and processes or procedures to be adopted by the University to identify, provide patent information, protect, manage, and commercialize Intellectual Properties (IPs) and/or Intellectual Property Rights (IPRs) generated from research and development (R&D) funded by the government and non-government agencies.

3. Declaration of Principles and Policies

CSU fully recognizes that research, development, and innovation are essential for regional and national development and progress. It shall, therefore:

- a.) Give priority to research and development (R&D), innovation, and its utilization;
- b.) Encourage the broadest and most regular participation of all stakeholders

including marginalized groups like elderly, indigenous people, physically challenged, and women in policymaking related to research and development, and in the generation, transfer, and utilization of IP especially for the benefit of the public;

- c.) Acknowledge that the successful transfer of government-funded R&D results depends on the proper management of IP, development of manpower capacity be competitive, and strong interaction and cooperation with the private sector, particularly small and medium enterprises through collaborative and contract research based on equitable, fair access, and mutual benefit for all involved partners;
- d.) Recognize that an effective intellectual and industrial property system is vital to the development of the local creative environment, facilitates the transfer of technology, attracts investments, and ensure market access of the products;
- e.) Facilitate the transfer and promote the utilization of IP for the local, regional and national benefits and shall perform technology transfer as its strategic mission and to effectively translate results of government-funded R&D into useful products, processes, and services that will redound to the benefit of Filipinos, notwithstanding the revenue generated from IPRs and technology transfer activities; and
- f.) Finally, the University shall further establish the means to ensure greater public access by opening its doors to local, regional and national stakeholders to technologies and knowledge generated from government-funded R&D while enabling, where appropriate, the management and protection of related IP.

4. Coverage

- a.) **Personnel Covered** - This Protocol shall apply to all faculty members, researchers, students¹, staff, and visiting professors undertaking research and/or creative activities pursuant to any program, project, grant, or contract under the auspices of the University or any of its campuses. Including external creators or inventors who will undertake any IP protection through the University's Licensing Office.
- b.) **Matters Covered** - This Protocol shall cover all 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 agreements and research collaborations with those owned by external creators or inventors.

¹ Article 3 of the CSU IP Policy

- c.) **IP Rights Covered** - This shall cover all types of intellectual property rights recognized under Philippine laws such as the Intellectual Property Code as amended and the Plant Variety Protection Act as provided by the R.A No. 9168 as well as applicable laws of other countries. The IP rights covered include but not limited to the following:
- i. Copyright and Related Rights;
 - ii. Trademarks and Service Marks;
 - iii. Geographic Indications;
 - iv. Industrial Designs;
 - v. Patents;
 - vi. Utility Models;
 - vii. Layout Designs (Topographies of Integrated Circuits); and
 - viii. Undisclosed Information; and
 - ix. New plant varieties.

5. Definition of Terms

- 5.1. **“Author”** refers to the natural person who has created the work.
- 5.2. **“Commercialization”** refers to the process of deriving income or profit from technology, such as the creation of a Spinoff company, or through licensing, or the sale of the technology and/or IPs.
- 5.3. **“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 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.
- 5.4. **“Copyright”** is the legal protection extended to the owner of the rights in an original artistic or literary work.
- 5.5. **“Creator”** refers to any person or any University personnel or student (covered under Article 3.1 of the IP Policy of CSU) who is considered the legal owner of literary, scholarly, scientific, and artistic work or has made creative or authorship contributions.
- 5.6. **“Due Diligence Report (DDR)”** refers to the results of the investigation conducted before any technology transfer arrangement to reasonably determine the prospective Technology Adopter’s qualifications and capability to comply with the transfer or commercialization requirements.
- 5.7. **”End-User License Agreement (EULA)”** is a legal contract between a technology originator and the user/buyer of the technology.
- 5.8. **“External Creator, Inventor, Author, Researcher or Client”** refers to a person that is not an entity of the University whose research is not involved in any form of research or creative activities to any program, project, grant or

contract under the auspices of the University or any of its campuses.

- 5.9. **“Fairness Opinion Board (FOB)”** refers to an independent third party body composed of experts from the public and private sector as may be determined by the DOST. Members of this body shall have no conflict of interest as to the transaction that it shall evaluate and shall be bound with the confidentiality of the documents in accordance with Rule 11 of the IRR of RA No. 10055.²
- 5.10. **“Fairness Opinion Report”** refers to the report submitted by the Fairness Opinion Board expressing its opinion as to the fairness to the GFA or RDI of the proposed transaction, particularly its financial terms.
- 5.11. **“Government Funding Agency (GFA)”** refers to any government agency or instrumentality, or government-owned and/or controlled corporation that provides research grants and other technical and material support, from government appropriations and resources and those sourced from government-managed Official Development Assistance (ODA) funds.
- 5.12. **“Intellectual Property (IP)”** is the term used to describe intangible assets resulting from the creative work of an individual or organization. IP also refers to creations of the mind, such as inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. IP can also refer to future tangible and/or intangible assets that may be recognized as intellectual property.
- 5.13. **“Intellectual Property Rights (IPRs)”** refer to those rights recognized and protected in Republic Act No. 8293, otherwise known as the **“Intellectual Property Code of the Philippines”**, as amended. IPRs shall also include Plant Variety Protection³.
- 5.14. **“Inventor”** refers to any person or any University personnel or student (covered under Article 3.1 of the IP policy of CSU) who is considered the legal inventor of the work under relevant IP product or handicraft.
- 5.15. **“IPOPHL”** refers to the Intellectual Property Office of the Philippines.
- 5.16. **“Knowledge and Technology Commercialization Team (KTCT)”** refers to a team formed under the TTLO whose members include an in-house lawyer, business development, and marketing officers who focus primarily on the business development and technology commercialization aspect of IPs.
- 5.17. **“Licensee(s) or Technology Transferee(s)”** refers to a University or external creator/inventor or researcher who undertakes licensing, patenting, or any form of IP protection with monetary arrangements through the University’s Licensing Office. It also refers to the party to whom the knowledge for the manufacture of a product, the application of a process, or the rendering of a service, is systematically transferred.
- 5.18. **“Licensing or License Agreement”** is a contract between two parties (the licensor and licensee) in which the licensor grants the licensee the right to use the technology.

² IRR of RA No. 10055

- 5.19. **“OP”** refers to the Office of the President.
- 5.20. **“OVPRIE”** refers to the Office of the Vice President for Research, Innovation, and Extension.
- 5.21. **“Receiving Office”** shall refer to the regional office of the DOST which received the request for a Fairness Opinion Report.
- 5.22. **“Researcher”** refers to a natural person who is engaged by the University through employment or other contracts, to conduct research with or for the University. This also covers students who conduct research as part of their academic requirements subject to the existing policies of their respective academic institutions.
- 5.23. **“Research Agreement”** refers to a contract entered into by the University and researchers, creators or inventors, including the agreements between the University and other entities.
- 5.24. **“Research Funding Agreement (RFA)”** refers to a contract entered into by and among the GFA and other funding agencies and the University. It governs ownership of IP, duties, and responsibilities of the GFA and the University, technology disclosure, the exclusivity of the license, use for commercialization, the establishment of Spinoff firms, technologies for research use, and sharing of income and benefits from technology commercialization. The Research Funding Agreement may also include instances where private funds are involved together with government funds. The term “other funding agencies” may include private entities. A *Memorandum of Agreement (MOA)* shall be issued as an agreement made between the Funding Agency, the University, and the researcher(s), inventor(s), or creator(s).
- 5.25. **“Research and Development (R&D)”** refers to creative work undertaken on a systematic basis to increase the stock of knowledge, including knowledge of man, culture, and society, and to use this stock of knowledge to devise new applications. The aforementioned creative work not only refers to the work subject of copyright protection but also all potential IPRs.
- 5.26. **“Research and Development Institute or Institution (RDI)”** refers to any public or private organization, association, partnership, joint venture, higher education institution or corporation that performs R&D activities and is duly registered and/or licensed to do business in the Philippines, or otherwise with legal personality in the Philippines. In the case of private RDIs, they shall be owned solely by the citizens of the Philippines or corporations or associations at least sixty (60) per centum of the capital of which is owned by such citizens. This does not include RDIs covered by international bilateral or multilateral agreements.
- 5.27. **“Revenue”** refers to all monetary and non-monetary benefits derives as a result of the development, production, transfer, use, and/or commercialization of IPRs, including income from assignments, and royalties from licenses.

³ Republic Act No. 9168, Title II section 3(j)

- 5.28. **“Royalties”** means royalties as defined by R.A. 8439⁴ and its implementing Rules and Regulations and shall be net of applicable taxes.
- 5.29. **“Spinoff Firm or Company”** refers to a juridical entity that is an independent business technology taker with a separate legal personality from the University and researcher created through the initiative of the researcher-employee who generated the technology.⁵ As distinguished from a Spinoff firm or company, a startup firm or company refers to a juridical entity that is an independent business technology recipient with a separate legal personality from the GFA, RDI, and researcher, which is created independently of the researcher-employee who generated the technology.
- 5.30. **“Startup”** any person or registered entity in the Philippines which aims to develop an innovative product, process or business model.⁶
- 5.31. **“Technical Assistance”** refers to the assistance provided about training or capability building and other activities, including but not limited to, the plan set up or Troubleshooting and start-up operation, equipment set up or upgrading and test run, which shall be the subject of a Technical Assistance/Service Contract or Memorandum of Agreement (MOA).
- 5.32. **“Technical Information or Data”** refers to the know-how, information or data which may be transmitted in any form whether oral or written, electronic or otherwise, which include but are not limited to, documents, software, photographs, blueprints, floor plans or layouts of plants and buildings, diagrams or designs of equipment, diagrams or blueprints of machines, lists and specifications of spare parts, operating/assembly instruction manuals, process flow charts, and others, which shall form part of the technology transfer arrangement.
- 5.33. **“Technical Services”** refer to the services rendered about the demonstration or advice on manufacturing and other operations, which shall be covered by a Technical Service Contract or included in the Guidelines for the Implementation of Contract R&D, Training, and other Technical services, whichever is applicable.
- 5.34. **“Technology”** refers to knowledge and know-how, skills, products, processes, practices, inventions, and/or innovations.
- 5.35. **“Technology Adopter”** refers to any person or legal entity undertaking a technology transfer arrangement with CSU through Spinoff or startups, licensing-out, sale, donation, and extension among others. Also called the “receiver” of technology.
- 5.36. **“Technology Transfer”** refers to the processing of transferring technology, knowledge, and skills from the University that owns it to another organization or entity to make the technology accessible and available for further development. It is also called “technology commercialization”.

⁴ Republic Act No. 8439 - “Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in the Government”

⁵ Republic Act No. 10055 - “The Philippine Technology Transfer Act of 2009” definition.

⁶ Republic Act No. 11337 - “Innovative Startup Act” definition.

- 5.37. **“Technology Transfer Agreement”** refers to a contract or agreement involving the systematic transfer of knowledge for the manufacture of a product, application of a process or rendering of service, including a sale, assignment, or licensing of IPs and/or IPRs.
- 5.38. **“Technology Transfer Licensing Office (TTLO)”** refers to an office that is mandated by the University to transact and manage technology transfer and/or intellectual property commercialization activities.
- 5.39. **“Technology Transfer Protocol”** refers to procedures or processes, policies, and strategies that the University adopts to identify, protect, manage and commercialize IPs and/or IPRs and undertake technology transfer activities. These include, but are not limited to, the following:
- a.) Policies and procedures governing incentives to University researchers to produce and disclose IPs that are derived and generated from publicly funded research and development to the University including the sharing of revenues between the University and its researchers as provided under these Rules;
 - b.) Policies and procedures for evaluating and processing invention and other IP disclosure to determine (1) who shall be recognized as the inventor(s), author(s), creator(s) of the IP and who will, therefore, be entitled to share in revenues as provided under the Act and these Rules including mechanisms for resolving disputes on inventorship, authorship and creatorship and revenue sharing; (2) patentability/registrability; (3) commercial potential of IP; and (4) the most efficient mode for protecting and commercializing or transferring the IP;
 - c.) Policies and procedures for determining whether or not a researcher-employee can commercialize or pursue commercialization or participate in Spinoff companies;
 - d.) Appropriate guidelines for the management of conflict of interest between the RDIs and the researcher-employee;
 - e.) Policies and procedures governing trade secrets and other similar confidential information pursuant to the objectives of these Rules;
 - f.) The University employer- Researcher/Inventor/Creator/Author employee contract and all other related agreements shall contain, but shall not be limited to, the following: (1) duties and responsibilities of the parties, (2) membership of the research team, (3) degree of involvement of the researchers and the support staff, (4) ownership of IP, (5) sharing of monetary and non-monetary benefits, (6) technology disclosure and (7) management of conflict of interest.

- g.) Policies and procedures governing negotiations, contracts, or any form of Commercialization Agreements between the University and the external creators/inventors or licensees and sub-licensees.
- 5.40. **“Term Sheet”** refers to a nonbinding agreement setting forth the basic terms and conditions under which an agreement will be made. It serves as a template to develop more detailed legally binding documents.
- 5.41. **“University”** refers to the Caraga State University.
- 5.42. **“Valuation Report”** refers to the report on the valuation of the technology or IP using various approaches and methods. Preparation for the negotiation of IP commercialization or technology transfer arrangements should contain at least the following:
- a.) Definition of key terms used in the report;
 - b.) A complete description of the legal interest in the technology/IP being valued including relevant transactions covering the technology (i.e. previous technologies and whether these are protected by IPRs, geographic scope of IPR protection as well as other relevant physical, functional technical or economic parameters of the IP/technology);
 - c.) The purpose, context, approaches and methods used for the valuation as well as the assumptions, limiting conditions and reasons made by the valuator/s for selecting said approaches/methods;
 - d.) The sources of the information or data used for the evaluation; and
 - e.) Valuation date.
- 5.43. **“Written Recommendation”** refers to the recommendation in writing of the DOST Secretary pertaining to the proposed technology commercialization transaction. It may include technical, legal, social, economic, administrative, and other matters depending on his/her appreciation.

6. Functions and Responsibilities of the Technology Transfer and Licensing Office

- 6.1. To lead and supervise the implementation of the IP Policy, this Technology Transfer Protocol, Spinoff Policy and other policies that may be developed relating to the protection and commercialization of University IP assets.⁷
- 6.2. The TTLO shall have the following personnel⁸, the number of which depends on the volume of activities that will be handled:
- a.) *Director* - who shall lead and supervise the day-to-day operation of the office.

⁷ CSU IP Policy Article 6 section 6.1

⁸ CSU IP Policy Article 6 section 6.1 (b)

- b.) *Technical Experts* - who shall evaluate the patentability and commercial viability of the University IP assets submitted to the TTLO.
 - c.) *Administrative Assistant* - who shall primarily provide administrative support to the staff of the TTLO.
 - d.) *Marketing Officer* - who shall be responsible for locating suitable commercial partners.
 - e.) *Business Development Officer* - who shall lead the promotional activities, identify commercial strategies, and develop promotional materials.
 - f.) *University Legal Officer* - who shall handle legal matters and issues relating to University IP assets.
- 6.3. The TTLO shall identify, protect, and manage the IPs generated from R&D projects of University employees and students funded by GFA and pursue commercial exploitation diligently as a required performance stipulated in the RFA.
- 6.4. The TTLO shall carry out the following main functions:
- a.) Assist in the prior art search or patent search and other patent information services;
 - b.) Provide assistance in IP and IPR protection;
 - c.) Undertake technology, IP and IPR licensing, transfer or commercialization negotiations;
 - d.) Provide technology, IP IPR assessment service, including valuation;
 - e.) Promote IPs and IPRs ready for commercialization;
 - f.) Maintain database of IPs and IPRs to ensure traceability;
 - g.) Manage technology, IP, IPR, including the revenues or the transferred and commercialized technology / IP / IPR; and,
 - h.) Perform other activities to protect, transfer and commercialize technology/IP/IPR.
- 6.5. The University shall also pursue protection of the IPs or IPRs *outside* the Philippines when necessary by filing overseas applications for technologies with high usage potential in other countries.⁹

⁹ DOST IP Policy AO no.16, s.2019

7. Creation and Functions of the Intellectual Property Management Committee (IPMC)

- 7.1. The University shall create an *Intellectual Property Management Committee (IPMC)*¹⁰ that is composed of:
 - a.) The Vice President for Academic Affairs
 - b.) The Vice President for Administration and Finance
 - c.) The Vice president for Research, Innovation and Extension
 - d.) A member designated by the University President
- 7.2. The IPMC shall not include a TTLO personnel.
- 7.3. The IPMC has the following main functions:
 - a.) It shall serve as the oversight committee that shall oversee the management of the University's IP by the TTLO.
 - b.) It shall be responsible for resolving any dispute that may arise in the technology transfer of the University IP assets.
 - c.) It shall also review and endorse license agreements negotiated by the TTLO as well as periodically review the patent management and licensing practices of the University.

8. Creation and Functions of the Knowledge and Technology Commercialization Team (KTCT)

- 8.1. The **Knowledge and Technology Commercialization Team (KTCT)** whose main function is business development and technology commercialization are composed of the following TTLO staffs:
 - a.) *University Legal Officer*
 - b.) *Business Development Officer*
 - c.) *Marketing Management Officer*

¹⁰ CSU IP Policy Article 6 section 6.2

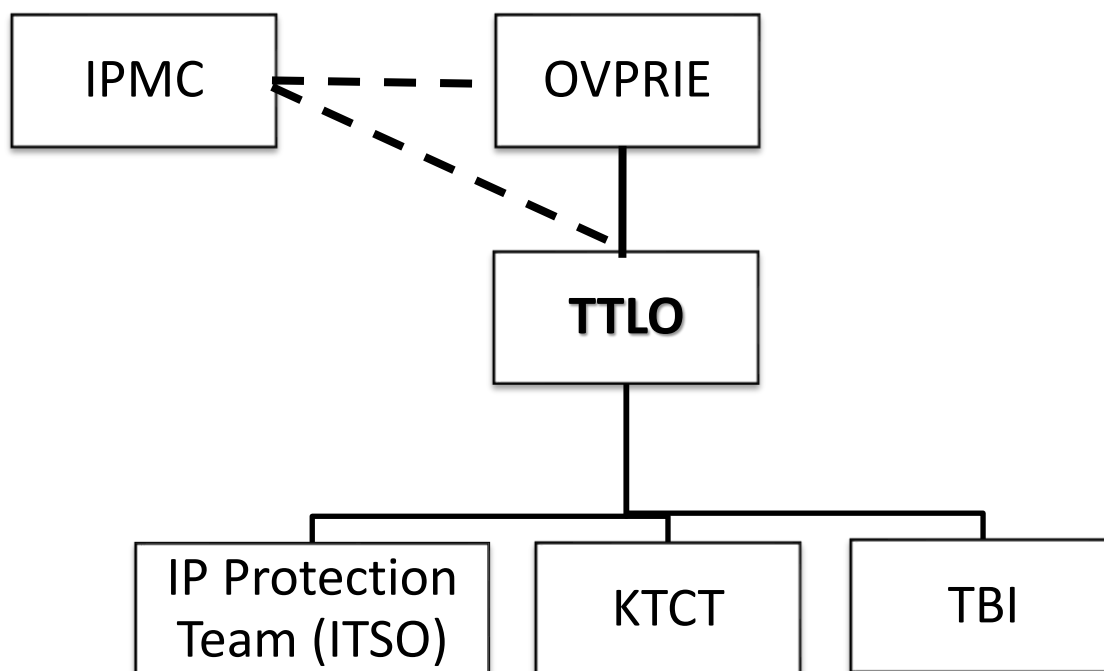


Figure 1. Organizational Structure of the Technology Transfer and Licensing Office.

9. Filing and Disclosure of University-Owned Intellectual Property/ies (IPs)

- 9.1. A **Memorandum of Agreement (MOA)** shall be executed between the Funding Agency, the University, and the researcher(s), inventor(s), or creator(s). Along with the issuance of the MOA, a Research Funding Agreement (RFA) must be imposed that covers the (1) ownership of IP, (2) duties and responsibilities of the GFA and the University, (3) technology disclosure, (4) exclusivity of the license, (5) use for commercialization, (6) establishment of Spinoff firms, (7) technologies for research use, and (8) sharing of income and benefits from technology commercialization.
- 9.2. The University shall execute a **Research Agreement** ¹¹with the researcher(s) containing provisions, among others, requiring the latter to identify and disclose to the former the IP derived from the R&D funded by the government, and to assign to the former:
 - a.) The ownership and rights over the IP or work;
 - b.) Sharing of revenues;
 - c.) Maintaining the confidentiality of information; and,
 - d.) Protecting the IP.

¹¹ DOST IP Policy AO No. 16 dated 9 of September 2019

- 9.3. Prior to the execution of the **Research Agreement**, the researcher(s) shall submit to the University for evaluation a *report* on the intended R&D showing, among others, the prior art search or patent search results.
- 9.4. The filing of IPs shall be in accordance with the following:
- a.) Identification and/or recognition of invention(s), author(s), or creator(s) and the evaluation of their works shall be following the CSU's Intellectual Property Policy.¹²
 - b.) The inventor(s)/creator(s)/author(s)/researcher(s) shall make a **Non-Disclosure Agreement**¹³ Should there be any violation on this; appropriate actions shall be made by existing laws on infringement.¹⁴
 - c.) The University shall make a *Confidential Disclosure* to the Head of the GFA within *three (3) months* from the generation of the technology and not beyond six (6) months from the time the University transmits the *Technical Accomplishment Report* to the GFA.¹⁵
 - d.) The University shall make a *Confidential Disclosure* to the head of the GFA, within a reasonable time stipulated in the RFA, or, in the absence of such stipulation, within six (6) months¹⁶ from the confidential disclosure made by the inventor, author, or creator of the IP to the University of any potential IPRs derived from the research with possibilities of commercialization and/or technology transfer.
 - e.) All inventors shall disclose to the TTLO the identity of any party interested in the commercial exploitation of the IP in sufficient detail. All inventors are also required to disclose any **Conflict of Interest**.¹⁷
 - f.) The Inventor(s) must promptly disclose the full details of the IP to the TTLO by submitting an **Intellectual Property Disclosure Form**.¹⁸
 - g.) Together with the submission of the Intellectual Property Disclosure Form, the researcher(s) shall immediately execute a *Deed of Assignment* of the IP in favor of the University.
 - h.) The University shall execute a **Research Agreement**¹⁹ with the author(s) in general to assign copyright to the University except in inapplicable²⁰ cases whose copyright shall be assigned by the author(s) to the GFA.

¹² Article 6.1 (a) and Article 7 of the CSU IP Policy

¹³ Chapter III, Rule 10 (l) of the IRR of RA No. 10055. See ANNEX B.

¹⁴ Chapter XVII of R.A. No. 8293 also known as the "Intellectual Property Code of the Philippines".

¹⁵ DOST IP Policy. DOST AO No.16, s.2019

¹⁶ Chapter III, Rule 10 (l) of the IRR of RA No. 10055.

¹⁷ Article 9.3 and Article 10.2 of the CSU IP Policy

¹⁸ Article 7.1 (a) of the CSU IP Policy. See ANNEX A.

¹⁹ Chapter III, Rule 12, Section 1 (a) of the IRR of RA No. 10055.

²⁰Chapter II, Rule 6 of the IRR of RA No. 10055

- i.) All applications for IP protection shall disclose any biodiversity and genetic resource, traditional knowledge, and indigenous knowledge, systems and practices.²¹
- j.) The *University* shall provide the GFA a written disclosure²² on the following:
 - i. Any biodiversity, genetic resources or materials, associated traditional knowledge, and indigenous knowledge, systems and practices utilized in or which formed as a basis in the development of the subject matter contained in the IPR application;
 - ii. The primary source of (i);
 - iii. The secondary source, if no information about the primary source is available.
- k.) In cases where the University does not have the necessary information to fulfill the disclosure requirement pertaining to the said resources, the University shall submit an *affidavit*²³ from its researcher(s) that the latter do not have the necessary information or that the source is unknown, and state the reasons thereof.
- l.) Disclosure shall be made by the Researcher or Creator to the University's TTLO. The TTLO, consistent with the University's obligations, shall make the disclosure to the head of the GFA.²⁴
- m.) The University shall notify the GFA, if the R&D project is funded by the GFA of the filing of IP application within three (3) months²⁵ from the date of filing, and shall report annually on the progress of the said application.
- n.) The KTCT through the TTLO shall determine and recommend to the University the method of IP protection and ownership, subject to the approval of the University President.
- o.) The TTLO shall assign a case number for tracking and monitoring purposes. The case number shall follow the given format:

TTLO - LEG - IPR - ##### - ##

(Office)

(Year Filed) (File No.)

²¹ Chapter III, Rule 10 (f) of Joint DOST-IPOPHL A.O. No. 001 dated 7 of March 2019 amending the IRR of RA No. 10055. As defined in RA No. 8371 (Indigenous Peoples Rights Act) and RA No. 9147 (The Wildlife Act).

²² Chapter III, Rule 12, Section 3 (i) of the IRR of RA No. 10055.

²³ Chapter III, Rule 12, Section 3 (iii) of the IRR of RA No. 10055.

²⁴ Chapter III, Rule 12, Section 3(d) of the IRR of RA No. 10055. ²⁵ Chapter III, Rule 12, Section 3(b) of the IRR of RA No. 10055. ²⁶ Chapter III, Rule 10 (f) of the IRR of RA No. 10055.

- 9.5. The University shall inform the GFA of all IP applications, licenses, and assignments made²⁶ within the period stipulated in the Research Funding Agreement, or, in the absence of such stipulation, within six (6) months²⁷ from the disclosure made by the inventor, author, or creator. And shall report *annually* the progress of IPR commercialization efforts and all technology transfer agreements concluded and implemented *within* and *outside* the Philippines, involving the IPs and IPRs generated.²⁸
- 9.6. In case of joint funding, where research is partly funded by DOST and by other entities in part, the University shall submit to the GFA a complete copy of the RFA and/or other relevant agreements involving University and other funding agencies. This shall include agreements executed after the expiration of the original RFA between the DOST and the University.²⁹
- 9.7. The University, through the OVPRIE, shall inform in writing the GFA if the R&D project is funded by the GFA, and/or GAA, if the University, in its judgment, believes that an IP should be protected solely as undisclosed information or *trade secret*, and if the GFA and/or TTLO after review, recognize the same, it may not obligate the University to file any application for IP protection.³⁰
- 9.8. The University shall submit regular reports on the IP protected as undisclosed information as required by the GFA and/or TTLO. Non-patentable assets and know-how may be licensed as a trade secret.
- 9.9. In case of conflict between the provisions of the RFA and the Research Agreement with respect to the determination of the reasonable time stated therein, the provisions of the RFA shall prevail.³¹
- 9.10. In case of *Recovery of Ownership* of Potential IPRs by the University from the GFA, it shall be in accordance with the IRR of RA 10055 provisions.³²
- 9.11. Since the technology is owned by the University, *all* fees (patent search, drafting, filing, *etc.*) shall be covered and charged to the University's account. No other fees shall be charged to the University's personnel or licensee/technology transferee.

²⁷ Chapter III, Rule 10 (l) of the IRR of RA No. 10055.

²⁸ Chapter II, Section 1(d) of the DOST AO No.16, s.2019 dated 9 of September 2019

²⁹ Chapter II, Section 1(f) of the DOST IP Policy AO No.16, s.2019 dated 9 of September 2019

³⁰ Chapter VI No. 4 of DOST AO No. 009 dated 14 of September 2015

³¹ Chapter III, Rule 12, Section 1e (i) of the IRR of RA No. 10055

³² Chapter III, Rule 12 section 4 of the IRR of RA No. 10055

10. Filing and Disclosure of IPs by External Creators, Inventors, Authors, Researchers or Licensee(s)

For technologies or products of research that are *not owned by the University*, the following procedures are that follows:

- 10.1. When an *external client* or entity wishes to undertake any IP protection services through the University’s TTLO, service fees must be paid according to the ITS0’s Service Fee Schedule.³³

Service	Service Fee (PHP)
Patent search (infringement/FTO)	15,000
Patent search (patentability and other searches)	10,000
Patent drafting	20,000
Patent filing	[5,000]
Response to official action	[5,000-10,000]
IP Management Services	To be determined by ITS0
IP Skills Training Course	To be determined by ITS0
Analytic Report	To be determined by ITS0

(rates are subject to changes)

- 10.2. *The licensee or technology transferee* shall make a *Non-Disclosure Agreement*³⁴ with the University through the TTLO. Should there be any violation on this; appropriate actions shall be made under existing laws on infringement.³⁵
- 10.3. The licensee shall promptly submit an *Intellectual Property Disclosure Form*³⁶ to the TTLO.
- 10.4. The TTLO, whose role is only a “licensing” agent is not in any way obligated to report any updates of the filed IPs to any funding agency. *Provided* that, there are no agreements that say otherwise between the University and the licensee.
- 10.5. All updates of the filed IPs shall be communicated exclusively between the licensee and the TTLO.

³³ ITS0 Patent Libraries. Franchise Operations Manual (IPOPHL). Chapter 13: Services and Pricing. p70

³⁴ See APPENDIX A.

³⁵ Chapter XVII of R.A. No. 8293 also known as the “Intellectual Property Code of the Philippines”.

³⁶ See APPENDIX B.

11. Technology Adoption and Utilization

- 11.1. Adoption and utilization by another agency/firm of technology generated by complete researches of the University must be governed by the **Licensing Agreement**³⁷ signed prior to the commencement of such adoption, utilization, and trade secret disclosure.
- 11.2. A **Term Sheet**³⁸ signed by the University VPRIE shall be submitted to the TTLO which covers the background of the technology, licensee, financial terms, and other stipulations.
- 11.3. To facilitate promotion, dissemination, transfer or commercialization of various technologies/IPs/IPRs developed and owned by the University from non-government or government-funded R&D projects, the researcher(s) shall provide the TTLO with relevant information/documents, such as:
 - a.) List of technologies/IPs/IPRs ready for transfer or commercialization;
 - b.) Technical or terminal reports, consisting of manufacturing process or operations, materials and equipment requirements or specifications, quality control parameters, utilities or power requirements, product quality specification and test procedures, and others;
 - c.) Invention disclosure documents;
 - d.) Design and/or diagrams or blueprints of equipment; and,
 - e.) Plant design or layout.
- 11.4. The TTLO shall make use of the above information/documents to prepare various marketing or promotional tools or kits, where applicable, without compromising the full protection of the IPs/IPRs, for the dissemination, transfer or commercialization of developed technologies/IPs/IPRs, such as:
 - a.) **Technology Package** that will provide a brief description of the technology, its uses or application, business opportunities, investment costs, and duration or time of a particular technology transfer;
 - b.) **Business Plan** that will highlight the technology/product/process/services offered, industry situation and market competition, strategic business, and marketing plan, and the proposed business model;

³⁷ See APPENDIX C.

³⁸ See APPENDIX D.

- c.) **Technology Brochures and/or Flyers** to serve as material for the promotion and dissemination of the newly-developed technology, product, process, or services;
 - d.) **User's Guide/Operation Manual of Equipment** to guide users or operators on the proper use or operation and maintenance of equipment and,
 - e.) **Training Manual** to guide prospective Technology Adopters of the technology on the production processes or procedures and other requirements needed to pursue commercialization of the technology.
- 11.5. Private company/ies who are interested to adopt and/or use a technology shall be charged in accordance with the computed value of the technology as indicated in the *Licensing Agreement*.

12. Commercialization and Conflicts of Interest

- 12.1. CSU being the owner of the IPR has the right to commercialize any potential IPR generated in the University.
- 12.2. In cases where the University decides not to directly sell the technology, the inventor(s) or creator(s) may seek approval from the President of the University to commercialize through licensing or create a startup/Spinoff company, subject to the provision of RA 10055 Chapter VI.
- 12.3. For every commercialized technology, an **End-User License Agreement**³⁹ shall be executed between the technology originator and the technology user/buyer.
- 12.4. **Conflict of Interests** among creator(s)/inventor(s) who have any interest in commercial exploitation and consultancies shall be subject to Article 9 section 9.3, Article 10 section 10.2 of the IP Policy of the University, Chapter VI Rule 18 of the R.A. 10055, RA 6713 and CSC rules and regulations and other laws relevant thereto.
- 12.5. Commercialization and establishment of Spinoff firm(s) by the inventor(s), creator(s) and author(s) shall be in accordance with the provisions of the IRR of the RA 10055 Chapter VI Rule 16 and the CSU Spinoff Policy.

³⁹ See ANNEX E

13. Technology Transfer Mechanism

- 13.1. Identification of Potential Technologies/IPs/IPRs for Transfer or Commercialization⁴⁰:
 - a.) The *Knowledge and Technology Commercialization Team (KTCT)* shall review and evaluate complete R&D outputs based on a set of criteria to determine their readiness for transfer or commercialization.
- 13.2. The requirements for a technology/IP/IPR to be considered eligible for transfer or commercialization are as follows:
 - a.) *Acceptance of the technology/IP* for a patent application, if the Technology is patentable, or the grant of the patent.
 - b.) *Proof of completion* of the R&D project generating the technology/IP, as may be applicable, such as but not limited to documented technical report endorsed and submitted by the concerned researcher(s); clinical trial results; sample prototypes of the product, process, device or equipment; and, documented reports.
- 13.3. All CSU technologies/IPs/IPRs for transfer or commercialization shall be disseminated and posted in the University websites and other public repositories without affecting compliance with the requirements for their full IP protection.
- 13.4. Criteria for Selection of Technology Adopter or Licensee

To ensure effective transfer or commercialization of technologies/IPs/IPRs, the University shall identify and select the Technology Adopter(s) by the following criteria:
 - a.) Existence, legal personality and track record;
 - b.) Financial capability and availability of required resources;
 - c.) Competitive position of the technology transferee; and,
 - d.) Compliance with legal, statutory, business and transfer/commercialization requirements.
- 13.5. Technology Transfer and Modes Guiding Principles
 - a.) The Guiding Principles on Intellectual Property Commercialization stated in the DOST AO No. 17, s. 2019 dated 9 of September 2019 must be observed in the transfer or commercialization of the technologies/IPs/IPRs through various modes, such as licensing, direct

⁴⁰ DOST AO No.17, Series of 2019 dated 9 of September 2019 entitled "The Technology Transfer Protocol of DOST-RDIs."

sale, technical assistance or service, technology demonstration or training and technology.

- b.) Business incubation or technology-based enterprise, module consultancy, the establishment of a Spinoff firm, and others, apart from public bidding and build operate transferschemes.

13.6. Licensing and Other Agreement

The University, through the TTLO, shall prepare a *Licensing Agreement* or other appropriate agreement (such as a Technology Transfer Agreement) by the following process:

a.) *Letter of Intent*

- i. The requesting party of prospective *Technology Adopter* shall submit a Letter of Intent to the President of the University; and
- ii. The University President shall refer the Letter of Intent to the TTLO which, in coordination with the KTCT, researcher(s)/creator(s) or R&D Directorate, shall respond to the Letter of Intent by providing the necessary information, requirements, and reference materials if necessary.

b.) *Consultative Meetings/Negotiations*

The University, through the TTLO, KTCT and the researcher(s), shall closely coordinate with the prospective Technology Adopter to discuss or negotiate on the terms of the technology transfer or commercialization and compliance therewith.

- i. Consultative meetings or negotiations shall take place as agreed upon;
- ii. The prospective Technology Adopter shall submit documents, such as company profile, technical data, available resources, cost of utilities, project proposal (optional), and other pertinent documents;
- iii. The University, through the TTLO, shall furnish the prospective Technology Adopter with the necessary information on the technology (product, process, technology cost) and possible arrangement/Terms of Reference (TOR) for the licensing or transfer agreement; and
- iv. The University and prospective Technology Adopter shall sign a confidentiality agreement, which is executed when confidential information may have been disclosed during the discussions or negotiations.

13.7. Ocular Inspection or Conduct of Technology Needs Assessment (TNA)

- a.) The University's KTCT shall conduct an ocular inspection or TNA, if necessary, to validate or match technology needs based on existing

resources; and,

- b.) The team shall provide the prospective Technology Adopter with the report on the findings of the ocular inspection or TNA.

13.8. Preparation of the Draft Agreement

- a.) The University, through the TTLO, shall prepare a draft of the licensing agreement, or any other agreement, as the case may be, to suit the technology transfer scheme; and,
- b.) The University, through the TTLO, shall present the agreement to the prospective Technology Adopter for review before finalization.

13.9. Secure Fairness Opinion Report (FOR) and Written Recommendation

- a.) In case of direct negotiation for the technology commercialization agreement, the University shall submit a written request to the Secretary of DOST to obtain a written recommendation from the DOST secretary on the agreement and to secure a FOR from an independent third party, submitting relevant documents, such as:
 - i. Proposed transaction;
 - ii. Valuation Report;
 - iii. Due Diligence Report on the parties to the transaction, including background documents on the prospective Technology Adopter or transferee; and
 - iv. List of potential recommendees for membership in the Fairness Opinion Board (FOB). In case of the creation of a Spinoff firm by the researcher- employee, the RDI shall secure the FOR as discussed above, which should be issued before the incorporation of the Spinoff Company.

- 13.10. In instances when the GFA or the University resorts to other modes of commercialization, subject to the limitations as provided by law, such as public bidding, direct negotiation (R.A. No. 9184), build operate and transfer scheme (R.A. No. 7718), and such other similar and/or analogous modes, the FOR shall not be required.

Activities not considered as commercialization:

- a.) Government extension programs;
- b.) Training services;
- c.) Public good, which shall be defined and determined by the University;
- d.) Manufacturing for pre-commercialization activities, in which case, a limited manufacturing license is required; and
- e.) Other analogous cases as may be determined by the University.

13.11. Signing or Execution of the Agreement

Upon obtaining the written recommendation from the Secretary of the DOST and/or favorable FOR the transaction, the agreement may be signed or executed by the parties.

13.12. Establishment of Spinoff Firm by the Researcher-Employee

The University's researcher-employee may establish or participate in a Spinoff firm⁴⁰ to commercialize or pursue commercialization of the IPs and/or IPRs generated from the R&D funded by the government by complying with the following requirements and procedure, aside from those stated in Chapter VI of R.A. No. 10055:

a.) Letter of Intent and Business Plan

The researcher-employee shall signify in writing to the University the intent to create or participate in a Spinoff firm and must submit a Business Plan. This transaction shall be considered for endorsement to the FOB only if there is a feasible or workable Business Plan.

b.) The Incentive for Spinoff Firm

The Spinoff firm may apply for a Technology Business Incubator (TBI) arrangement based on existing TBI policies of the University, or it may be allowed access to the University's laboratory facilities, subject to existing fees, charges, and regulations which the University may impose.

c.) Detail or Secondment to the Private Sector

In the case where the University researcher would be employed by an existing company, which will pursue the commercialization of the technology/IP, Section 7(b) of R.A. No. 8439⁴¹ shall prevail.

⁴⁰ RA 10055, "Philippine Technology Transfer Act of 2009"

⁴¹ Also known as "Magna Carta for Scientists, Engineers, Researchers and other S and T Personnel in the Government"

14. Ex-Post Analysis

- 14.1. The University, through the TTLO, shall conduct ex-post analysis or impact assessment on knowledge translation or technology transfer activities initiatives after a span of three (3) to five (5) years. The activity will facilitate documentation of technology transfer experiences and practices that may lead to future technology innovations, such as new products, services, processes, or improved technology delivery systems or models and continuing spin-off or innovation-based enterprises.
- 14.2. Indicators for the successful technology transfer or commercialization will include the following:
 - a.) Improved productivity;
 - b.) Increased income;
 - c.) Product diversification;
 - d.) Employment generation;
 - e.) Impact in the community; and
 - f.) Royalty received by the Technology Makers or Inventor(s).
- 14.3. The University, through the TTLO jointly with the researcher(s) concerned or R&D division, will come up with recommendations and best practices to make effective or improve the delivery of future technology transfer undertakings and identify possible areas for innovation. End results could be an *improved or new Technology Delivery System or Model*.
- 14.4. The above documents shall form part of the *Institutional Repository (IR)*, together with all the documents and materials generated from the University's R&D activities, technical service programs and communications.

15. Revenue and Royalty Sharing

- 15.1 A *University (employer) - Researcher (employee) contract* shall define the term revenue or in any other related agreement subject to the provisions of R.A. No. 8439⁴².
- 15.2 Revenue sharing shall be in accordance with Chapter V of the provisions of the Republic Act 10055⁴³.
- 15.3 With respect to royalties, the same shall also be governed by *the Employer-Employee contract* or other related agreements without prejudice to the provisions of RA No. 8439⁴⁴.

⁴² RA 8439 "Magna Carta for Scientists, Engineers, Researchers and other S&T Personnel in the Gov't."

⁴³ Also known as the "Philippine Technology Transfer Act of 2009"

⁴⁴ "Magna Carta for Scientists, Engineers, Researchers and other S&T Personnel in the Gov't."

- 15.4 The University shall assign to the author(s), inventor(s), or creator(s) *one hundred percent (100%)⁴⁵ of the first two hundred thousand pesos of the royalty* received by the University from the commercialization of the intellectual property.

Net Income shall mean gross income less applicable taxes and all other expenses such as administrative costs, filing fees, costs relating to the production, distribution, advertising, maintenance, and similar expenses of the work.

- 15.5 Where there are multiple Inventors from different Colleges/Departments, the College/Department share of Net revenue will be distributes among the College(s)/Department(s) in accordance with the number of Inventors from each College/Department.
- 15.6 For technologies/IPS/IPRs with two researchers, sixty percent (60%) shall be given to the main author/researcher and forty percent (40%) to the co-researcher.⁴⁶
- 15.7 For technologies with three or more researchers, forty percent (40%) shall go to the main author/researcher and sixty percent (60%) shall be distributed among the other researchers⁴⁷ and in some cases, the distribution of shares can be distributed according to the stipulations set by the Project Leader.
- 15.8 The sharing of revenues and royalties between the inventor(s) and the University, as well as the obligations and responsibilities of the inventor(s) shall be in accordance with the IP Policy of the University.⁴⁸
- 15.9 All income generated from the commercialization of IPs and IPRs from R&D funded by the GFAs shall be constituted as a *revolving fund*⁴⁹ deposited in an authorized government deposit bank subject to accounting and auditing rules and regulations which shall be governed by the Guidelines and Procedures in the Establishment and Maintenance of Revolving Fund R.A. No. 10055 and its IRR.
- 15.10 The University, through the TTLO and the researcher(s), shall ensure and monitor that the Technology Adopter timely and adequately pay to the University the fees or royalties for the licensing, transfer, or commercialization of the technology/IP/IPR.
- 15.11 Where practicable, all non-monetary revenues shall be converted to cash value. The University shall have the discretion to determine the cash conversion value of the non-monetary benefits provided that the same is consistent with the Research Agreement, employer-employee contract, and existing laws and regulations.

⁴⁵ Article 7.4 (a) of the CSU IP Policy

⁴⁶ DOST IP Policy AO No.16, s.2019 dated September 9, 2019

⁴⁷ DOST IP Policy AO No.16, s.2019 dated September 9, 2019

⁴⁸ Article 7.4 of the CSU IP Policy.

⁴⁹ Chapter VIII, Rule 22 of the IRR of RA No. 10055, dated 9 of September 2019

- 15.12 The payment to the researcher(s)/creator(s)/inventor(s) of the forty percent (40%) share in the revenue shall be subject to the following:
- a.) *Required Documents.* The researcher may claim payment for the share upon submission of the following documentary requirements:
 - i. Letter of Request from the researcher addressed to the Head of the University and endorsed by the concerned Unit Head;
 - ii. Copies of Licensing Agreement/Memorandum of Agreement (MOA), Special Order, or other applicable agreement, and report on the technology transfer agreement stating the names and share distribution of all entitled University personnel; and
 - iii. Copy of IP protection filing or certification or Registration of the relevant technologies/IPs/IPRs, if applicable.
- 15.13 **Duration of Payment.** The researcher(s)/creator(s)/inventor(s)/author(s) shall continue to receive their share under the following conditions:
- a.) Researcher(s)/creator(s)/inventor(s)/author(s) of technologies/IPs/IPRs *with or without protection* shall continue to receive their share for as long as there are royalties and revenues derived from the commercialization of the technology/IP/IPR;
 - b.) Researcher(s)/creator(s)/inventor(s)/author(s) who have *retired or have severed their employment ties* or in the case of *students*⁵⁰ after their graduation from the University shall continue to receive their share for as long as there are royalties and revenues derived from the commercialization of the technology/IP/IPR; *Provided*, that the said researcher(s)/creator(s)/inventor(s) have not been dismissed from the University because of violation of provisions of the University IP Policy.
 - c.) In the event of the *death* of the researcher(s)/creator(s)/inventor(s), author(s), the royalty will be paid per the testamentary disposition (wills, trusts, and similar mechanisms) of the researcher(s)/creator(s)/inventor(s), or in the absence of such disposition, as provided by law. The department/institute from which the invention originated shall also continue to receive its share in royalty and other payments.⁵¹
 - d.) In no case shall the researcher assign, convey, or transfer his/her right, title, or interest in and except as to his/her right to the share in royalties.

⁵⁰ Article 7 (7.6a) of the CSU IP Policy

⁵¹ Article 7 (7.6b) of the CSU IP Policy.

16. Incentives

- 16.1. The University shall accord their staff with incentives consistent with existing laws to sustain efforts in identifying valuable IP and/or in pursuing IP commercialization. The staff may not only include researchers, but also *technology licensing officers* and others involved in the identification of valuable IP and/or pursuing IP commercialization which incentives should not be taken from the researcher's share in the royalties.⁵²
- 16.2. An incentive will be given to the *researcher(s)/inventor(s)* who have granted intellectual property rights (IPR) from IPOPHL as specified below:

IP/IPR	Incentive
Patent	₱25,000.00
Utility Model	₱10,000.00
Industrial design	₱5,000.00
Copyright for Software	₱5,000.00

- 16.3. A **twenty percent (20%)**-equivalent of the inventor's incentive shall be given by the University to the IP agent involved in every granted intellectual property rights (IPR) from IPOPHL. The incentives in every IP/IPR grant are the following:

IP/IPR	Incentive (20%)
Patent	₱5,000.00
Utility Model	₱2,000.00
Industrial design	₱1,000.00
Copyright for Software	₱1,000.00

- 16.4. A **ten percent (10%)** incentive shall be taken from the University's share of royalties to be given to the technology transfer officer and other *involved personnel* who have successfully made a *sale or transfer* of a technology/IP.⁵³
- 16.5. The TTLO may as well receive incentives as compensation for every successful licensing agreement executed from *external clients*.
- 16.6. The University will grant the incentive upon a report of the TTLO following the accounting and auditing rules.

⁵² Chapter III, Rule 10(j) of the IRR of RA No.10055

⁵³ DOST AO No. 17, s. 2019 dated September 9, 2019.

17. Dispute Resolution

- 17.1. Any dispute relating to any provision in this Protocol or arising between the University and the researcher(s) about any of the provisions in the Research Agreement shall be resolved amicably through the alternative dispute resolution.

18. Repealing Clause

- 18.1. All other University policies inconsistent with these guidelines are repealed accordingly.

19. Amendments

- 19.1. The Technology Transfer and Licensing Office (TTLO) of the University upon recommendation of the University President and approval of the Board of Regents, may as it is necessary, amend, revise, and/or add to these implementing rules and regulations in order to fully implement the intent of this Protocol.

20. Effectivity

- 20.1. The University administration shall endeavor to make this Protocol effective upon the approval of the CSU Board of Regents and 30 days after its publication on the University website.

REFERENCES

Caraga State University Intellectual Property (IP) Policy

DOST Administrative Order No. 16, series of 2019

DOST Administrative Order No.17, series of 2019

DOST IP Policy Administrative Order No.16, series of 2019

ITSO Patent Libraries. Franchise Operations Manual (IPOP HL). Chapter 13: Services and Pricing. p70

Implementing Rules and Regulations (IRR) of R.A. No. 10055

Mariano Marcos State University Technology Transfer Protocol

Republic Act No. 10055- "Philippine Technology Transfer Act of 2009"

Republic Act No. 11337 - "Innovative Startup Act"

Republic Act No. 8293- "Intellectual Property Code of the Philippines."

Republic Act No. 8439 - "Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in the Government"

Republic Act No. 9168- "Philippine Plant Variety Protection Act of 2002"

APPENDIX A



CARAGA STATE UNIVERSITY

**Technology Development, Transfer and Licensing Office (TDTLO)
Innovation and Technology Support Office (ITSO)**

Villares Technovation Center
Butuan City, Philippines 8600
Tel: (085) 341-2296 local 209
Fax: (085) 342-1079

URL www.carsu.edu.ph



NON – DISCLOSURE AGREEMENT

THIS AGREEMENT is dated _____ 201[] and made

BETWEEN

(1) [_____]... (“Owner”) and
Name and address

(2) [_____, TDTLO, CSU, Ampayon, Butuan City]. (“Recipient”)

WHEREAS

(A) Owner possesses certain Proprietary Information which Owner is willing to disclose to Recipient on the terms set out below

(B) Recipient is willing to accept the Proprietary Information on those terms and to use the Proprietary Information only for the purpose of the intellectual property application disclosure.

NOW IT IS AGREED AS FOLLOWS

1. “Confidential Information” means any and all information whether commercial or technical relating to the business of Owner, including without limitation, know-how, data, processes, designs, photographs, drawings, specifications, software programs, and samples, which is marked with an indicator such as “Confidential” or “Proprietary”, but excluding information which:

1.1 is or comes into the public domain otherwise than by disclosure or default by the Recipient;

1.2 was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or

1.3 was already known to the Recipient as evidenced by written record pre-dating such disclosure.

2. In consideration of Owner disclosing Proprietary Information, the Recipient hereby undertakes for a period of [] years from the date of this Agreement

2.1 to keep confidential all Proprietary Information that it may acquire in any manner;

2.2 to use such Proprietary Information exclusively for the Permitted Purpose and not to use the Proprietary Information for the Recipient's own purposes or benefit;

2.3 not to disclose such Proprietary Information to anybody, except to authorized employees or other agents of the Recipient who need to have access to the Proprietary Information for the purpose of carrying out their duties in connection with the Permitted Purpose ;

2.4 to inform everybody to whom it discloses Proprietary Information that it is confidential and obtain their agreement to keep it confidential on the same terms as this Agreement;

2.5 to keep safe any drawings, documents, samples or materials provided on loan by Owner, not to reproduce, part with possession of, modify or otherwise interfere with such items, to return them immediately upon Owner's request and in any event spontaneously when no longer required for the purposes of this Agreement;

2.6 to notify Owner immediately upon becoming aware of any breach of confidence by anybody to whom the Recipient has disclosed the Information and give all necessary assistance in connection with any steps which Owner may wish to take to prevent, stop or obtain compensation for such breach or threatened breach.

3. Nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all existing and future intellectual property rights relating to the Proprietary Information are the exclusive property of Owner. The Recipient will not apply for or obtain any intellectual property protection in respect of the Proprietary Information. All intellectual property rights relating to any drawings, documents and work carried out by the Recipient (whether past, present or future) using the Proprietary Information will belong to and will vest in Owner. The Recipient will do all such things and execute all documents necessary to enable Owner to obtain, defend or enforce its rights in such drawings, documents and work.

4. This Agreement is governed by and will be construed in accordance with the laws and is subject to the jurisdiction of the Philippine Courts.

For and on behalf of Recipient:

For and on behalf of Owner:

Signed: _____

Signed: _____

Name: _____

Name: _____

Position: _____

Position: _____

APPENDIX B



Caraga State University

**TECHNOLOGY DEVELOPMENT, TRANSFER, and LICENSING
OFFICE (TDTLO)**

INNOVATION AND TECHNOLOGY SUPPORT OFFICE (ITSO)

Villares Technovation

Center Butuan City,

Philippines 8600 Tel: (085)

341-2296 local 209

Fax: (085) 342-1079

URL: itso.carsu.edu.ph



INTELLECTUAL PROPERTY DISCLOSURE FORM

Title of Invention

Description of Invention

Please include a description of the invention, write as much in a box as is needed and continuing on as

many pages as necessary. Please also attach relevant drawings, chemical structures and data.

Please write a short descriptive title that we can use for your invention

What is it? (please select as appropriate)

Material/compound Process/method Software Device/prototype Potential
Drug Target Diagnostic Teaching/Learning Materials
Service *Other

**if "other" please describe:*

What is the purpose of the invention?

What problem does it solve?

What are the key novel elements of the invention?

2.4a For Non Chemical inventions please submit drawings, (prospective view, sectional view, exploded view, etc.), flowcharts, schematic diagrams, or the like. Show in detail all the elements / parts of the invention

2.4b For Chemical Inventions , please submit drawings, flowcharts, schematic diagrams, photographs, sequence ID, etc., if applicable . Show in detail all the elements / parts of the invention

What are the advantages and disadvantages of this invention compared to existing work?

Please explain why this invention is novel over the prior art, please include a search report.

What development stage is the invention at?

What other implementations/variations of this invention would be possible?

What would the final 'product' be used for?

Are there any other uses for the invention?

Disclosure

It is important for the University to know if your invention has been made public, as this may affect the strength of any patent application and the commercial potential.

Written disclosures

Please list, with dates, any past and planned written publications presenting the invention or data in this invention (journal papers/abstracts/posters/internet/other).

i). Past:

ii). Planned:

Oral disclosures

Please list, with dates, any past and planned oral disclosures of the invention (e.g. presentations at internal or external seminars, disclosure to a company under a confidentiality agreement etc) and any demonstrations of the invention.

i). Past:

ii). Planned:

Future work

Please briefly outline any future research or development work that is planned for this invention:

Prior Art

i). Have you looked in the literature for any related articles, papers or patents? If so, please give details, listing references when possible. The information should cover the state of the art prior to your invention, and should include patent applications, key scientific literature and/or public oral communications.

ii). Please also list your own publications (including articles, abstracts, posters, www) which are in the field and which are not listed above.

Applicant / Inventor

APPENDIX C

License Agreement

For use of _____ (name of technology/IP)_____.

This License Agreement is made and effective as of (commencement date) by and between **Caraga State University**, an institution existing in the *Philippines*, with a registered address at *Ampayon, Butuan City* and (client company/licensee), a company organized and existing in (client's or licensee's country) with a registered address at (client's or licensee's address).

WHEREAS:

1. Licensee wishes to obtain a license to use (description of product) (hereinafter, the "Asset") and,
2. Licensor is willing to grant to the Licensee a non-exclusive, non-transferable License to use the Asset for the term and specific purpose set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the parties agree as follows:

1. Definitions

2. License Grant

3. Charges

4. Licensee's Obligations

5. Intellectual Property Rights

5.1 All Intellectual Property Rights over and in respect of the Asset are owned by the *Caraga State University*. The Licensee does not acquire any rights of ownership in the Asset.

6. Limitation of Liability

7. Confidentiality

8. Disclaimers and Release

9. Indemnification

10. Waiver

11. Governing Law

12. Termination

[Empty rectangular box]

13. License Fee

[Empty rectangular box]

14. Assignment

[Empty rectangular box]

15. Notices

[Empty rectangular box]

16. Counterparts

[Empty rectangular box]

17. Severability

[Empty rectangular box]

--

18. Entire Agreement

--

IN WITNESS WHEREOF, this Agreement, including the attached Schedule, was signed by the Parties under the hands of their duly authorized representatives and made effective as of (commencement date).

Signature	Signature
Licensor	Licensee

Date:	Date:
-------	-------

Schedule

Item 1 – License Agreement

THE LICENSE AGREEMENT OF WHICH THIS SCHEDULE FORMS A PART IS DATED AS OF [date] AND IS BY AND BETWEEN THE PARTIES REFERENCED IN ITEM 2 BELOW.

Item 2 – Name and Address of Licensor and Licensee

Licensor: *Caraga State University*, an institution existing in the *Philippines*, with a registered address at *Ampayon, Butuan City*.

Licensee: (client/licensee) existing in (country) with a registered address at _____.

Item 3 – Other License Terms

Item 4 – Commencement Date

Item 5 - Expiry Date

Item 6 – Description of Asset

Item 7 – Format of Asset

Item 8 – Approved Purpose

Item 9 – License Fee

APPENDIX D

Sample Term Sheet from DOST



FIRST DOST TECHNOLOGY TRANSFER DAY
Sofitel Hotel, Pasay City
27 April 2016

Exhibit Code:

DIRECT LICENSING TERM SHEET

Background of the Technology:

Title of Technology: _____

Cost of Technology: _____

Basis of valuation: R&D Cost IP Value Fair Market Value (FMV)
Note: In agriculture the FMV is preferred; others, R&D Cost is acceptable if IP valuation is not yet available.

Type of IPs Offered Patent UM Industrial Design Trademark
 Copyright Trade Secret Know-How None

Background of the Licensee:

Licensee is a:

- | | | | |
|--------------------------------------------------|----------------------|----------------------------------------------|----------------------|
| <input type="checkbox"/> Sole Proprietor: | Yes No | <input type="checkbox"/> Partnership: | Yes No |
| - With DTI Registration? _____ | | - With SEC Registration? _____ | |
| - Filipino citizen? _____ | | - Filipino citizen? _____ | |
| - With audited FS*? _____ | | - With audited FS*? _____ | |
| <input type="checkbox"/> Corporation: | Yes No | <input type="checkbox"/> Cooperative: | Yes No |
| - With SEC Registration? _____ | | - With CDA Registration? _____ | |
| - Domestic corporation? _____ | | - Domestic? _____ | |
| - With audited FS*? _____ | | - With audited FS*? _____ | |

Years of existence: _____ With Existing Facilities? Yes No

Present Net Worth: Equity: P _____ Capitalization: P _____

Do you receive government support in your facilities? Yes No

If Yes, how much?: Approximately _____ % of equity capitalization

Financial Terms

- (1) Number of Years: _____ (2) Is license renewable? Yes No
- (3) Licensing fee: One-time upfront: P _____
 % based on R&D Cost IP Value FMV
- (4) Royalty _____ % based on Gross Sales Net Sales
- (5) Exclusivity: Licensing: Yes No Remarks: _____
Field of Use: Yes No Remarks: _____
Geographical: Yes No Remarks: _____
- (6) Sub-Licensing: Yes No Remarks: _____
- (7) Other agreed terms: _____

We, as representatives of the Parties to this proposed transaction, do hereby certify that we are authorized to enter into a Technology Transfer Agreement. We further certify that the contents of this Term Sheet are True and Correct to the best of our knowledge. By agreeing on the contents of this Term Sheet, we shall pursue a Formal Licensing Agreement and hereby request a Fast-Track-Ed Fairness Opinion Report subject to submission of required documents in accordance with the Republic Act No. 10055, its IRR, and policies, and shall make ourselves available when our participation or presence is requested in any meeting at the DOST.

LICENSOR

LICENSEE

Signature: Name:

Position:

Institution/Company:

Contact No.:

Email:

Assisted by: _____ Date: _____

APPENDIX E

End-User License Agreement

Last updated:

Please read this End-User License Agreement carefully.

By signing the Agreement, you are agreeing to be bound by the terms and conditions of this document.

If you do not agree to the terms of this Agreement, do not sign and do not use the Application.

License

Caraga State University grants _____ a revocable, non-exclusive, non-transferable, limited license to use the technology solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Restrictions

Modifications to Application

Caraga State University reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Term and Termination

This Agreement shall remain in effect until terminated by _____.

Caraga State University may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from *Caraga State University* in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

Caraga State University reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least _____ days' notice prior to any new terms taking effect.

Contact Information

If you have any questions about this Agreement, please contact us at _____.

