MINDANAO STATE UNIVERSITY -

ILIGAN INSTITUTE OF TECHNOLOGY

**Intellectual Property (IP) Policy of 2012**

*(Approved for system-wide application by the Board of Regents (BOR Res. No. 6 S. 2012) during its 218th meeting, March 19, 2012)*

THE INTELLECTUAL PROPERTY POLICY REVIEW COMMITTEE

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**FOREWORD**

To strengthen one’s knowledge – base and one’s ability to create knowledge is to put in place a system where creativity, research and development will flourish.

Today, we live in a highly competitive and global economy. It is vital that we remain vigilant about preserving and fostering an environment of creativity and innovation in the Institute. Many important innovations with the creation and diffusion of knowledge and it is crucial that proprietary rights of creators and innovators are secured.

The importance of an effective intellectual property rights and in encouraging innovation, economic prosperity and maintaining global competitiveness is a vital concern and the framework of many government initiatives. The challenge posed by expanded awareness and wider appreciation of the value and potential of intellectual property protection must therefore be met head –on.

It is in this context that MSU – Iligan Institute of Technology is the intellectual property rights of MSU – IIT constituents. The revised Intellectual Property (IP) Policy of MSU – IIT is a product of many heads who endeavored to present an updated version of the policy that will meet the requirements in the next few years.

A number of changes in the provisions have been made in the MSU – IIT Policy on Intellectual Property Rights and new additions are done to cover every aspect needed in protecting and managing intellectual property of the Institute. The work of the previous task who initially formulated the IP Policy of MSU – IIT is commendable and greatly appreciated. The revised MSU –IIT policy made use of intellectual property policies of local and international academic institutions and intellectual property organizations as references and are duly acknowledge in the drafting of this revised IP policy. The revisions were also based on the provisions of the “Techno Transfer Act of 2009 (RA 10055)” and the “Draft Template on Intellectual Property Policy for Higher Education Institutions (HEIs)”.

With this policy, a legal system for safeguarding and efficient management of the rights of creators and producers of goods is put in place to foster an environment for creation and innovation in the Institute.

**OLGA M. NUÑEZA, Ph.D.**

Chair, Intellectual Property Policy Review Committee

**ARTICLE 1: GENERAL STATEMENTS**

1.1 MSU – IIT (hereafter referred to as Institute) is an institution of higher learning committed to the generation, preservation, and transmission of knowledge.

1.2 The knowledge and ideas generated by research and other scholarly endeavors should be disseminated and made available to the public for the benefit of the community.

1.3 The Institute endeavors to promote an effective and dynamic environment that would spur development of commercially viable technological innovations and contribute to the economic development of the country.

1.4 The Institute respects and safeguards the Intellectual Property (IP) arising from creative and innovative endeavors of the faculty, staff and students at the Institute.

1.5 The Intellectual Property Policy of MSU – Naawan (hereafter referred to as IP Policy) provides the framework for the protection, management and commercialization of the Intellectual Property generated by the Institute constituents.

**ARTICLE 2: POLICY OBJECTIVES**

**The IP Policy intends to address the following:**

2.1 Protect intellectual property rights in order to establish a sound framework to encourage creative works, inventions, and innovations and expedite the dissemination of new knowledge as well as the transfer of technology;

2.2 Facilitate and enhance the transfer of technology in order that researches conducted at the Institute result to applications beneficial to the public;

2.3 Establish standards for determining the rights and obligations of IP originators and all other stakeholders;

2.4 Encourage collaborative researches linkages with organizations outside the Institute;

2.5 Encourage commercially valuable R&D activities by providing incentives for IP originators;

2.6 Provide and sustain a climate favorable for invention, innovation and creative works; and

2.7 Generate other funds sources for research and development activities of the Institute.

**ARTICLE 3: COVERAGE OF THE IP POLICY**

This IP Policy applies to all MSU academic and research staff, students, including professors and researchers who participate in research and development projects of the Institute.

This IP Policy covers the following intellectual property rights under existing IP laws:

1. Copyright and Related Rights
2. Trademark and Service Marks
3. Geographic Indications
4. Industrial Designs
5. Patents
6. Utility Models
7. Trade Secrets or Undisclosed Information
8. Lay-out Designs (Topographies of Integrated Circuits;
9. New Plant Varieties as provided in Republic Act No. 9168 (“Philippine Plant Variety Production Act of 2002”)

**ARTICLE 4: DEFINITION OF TERMS**

**4.1 Academic and Research Staff** include faculty and staff, visiting faculty, emeritus faculty, fellows and other researchers carrying out research at the Institute.

**4.2 Authorship** is a substantial participation in all of the following areas:

1. Conceptualization and design of the research project;
2. Analysis and interpretation of data;
3. Drafting, revising critically the article for important intellectual content; and
4. The finalization of the version to be published

**4.3 Copyright** is a right given to creators for their literary and artistic works.

**4.4 Copyright material** means any work for which copyright protection is or may be available. This includes:

1. Literary works, such as, novels, poems, plays;
2. Writing of books and articles;
3. Reference works, theses, modules and teaching materials;
4. Designed and validated questionnaires;
5. Newspaper articles, advertisement;
6. Computer programs, databases;
7. Dramatic works, films, videotapes;
8. Musical compositions and choreography;
9. Artistic works such as paintings, drawings, photographs and sculpture;
10. Architectural works and other engineering designs; and
11. Maps and technical drawings.

**4.5 Commercialization** is the process of gaining financial benefit which includes protecting, managing and developing the commercial value of the IP, most commonly through the creation of linkages with industry and the creation of commercial enterprises linked by formal legal agreements with the Institute.

**4.6 Confidential Disclosure Agreement or Non-Disclosure Agreement (CDA/NDA)** is a contract that governs the disclosure of proprietary information from one party to another. The agreement defines the terms of the disclosure and the obligations of the parties. The inventor signs the CDA to:

1. Provide technical information to a patent officer of the Institute in the evaluation of the invention to determine patentability and for the drafting of patent application;
2. Protect the invention when disclosed to a third party or an external researcher associated within a company or other profit organizations; and
3. Prevent the recipient of the information from using the invention for any other purposes than to evaluate it.

**4.7 Development Expenses** shall mean all disbursement made to protect, develop, and/or enhance the marketability or any other aspect of intellectual property, including, but not limited to, the drafting, filing, prosecution, maintenance and enforcement of patent or other registrations, marketing expenses, consulting fees, expenses incurred in dealing with equity interests, travel, legal fees, and research costs. Salaries and general operating expenses of administrative personnel are not included within development expenses.

**4.8 Faculty** refers to MSU – IIT full-time and part –time academic teaching force.

**4.9 Industrial Design** is the ornamental or aesthetic appearance of an article. The design may consist of three – dimensional features of the article, such as its shape or surface, or two dimensional features such as patterns, lines or color. Industrial designs are embodied in:

1. Products of industry and handicraft;
2. Technical and mechanical instruments;
3. Watches, jewelry and other luxury items;
4. Household ware and electrical appliances;
5. Vehicles and architectural structures; and
6. Textile designs and leisure goods

**4.10 Integrated Circuit**  means a product, in its final form or intermediate form, in which the elements, at least one of which is an active element, and some or all of the interconnections are integrally formed in and/or on a piece of material and which is intended to perform an electronic function.

**4.11 Layout Designs of Integrated Circuits** is an original topography of elements, at least one of which is an active element and source or all interconnections of an integrated circuit or such three – dimensional disposition prepared for an integrated circuit intended for manufacture.

**4.12 License Agreement** is a contract awarded to a party, other than the owner of the IP, to have the right to make, sell or import products or services based on the owner’s intellectual property.

**4.13 IP Originator** is a person who is the inventor, or innovator of, scholarly, scientific inventions and innovations or has made creative or authorship contributions to literary and or artistic works.

**4.14 Institute Resources** are all tangible resources made available to academic and research staff such as:

1. Office, laboratory and studio space and equipment;
2. Computer hardware, software and support;
3. Secretarial services;
4. Research, teaching and laboratory assistants;
5. Supplies and utilities;
6. Funding for research and teaching activities;
7. Travel and other funding or reimbursements

**4.15 Materials Transfer Agreement (MTA)** is a legal document that outlines the transfer of materials between institutions and defines the respective rights and obligations of the provider and the recipient of materials used in research. The MTA specifies the rights, obligations, and restrictions of both the providing and receiving parties with respect to issues such as ownership, publication, intellectual property and permitted use and liability.

**4.16 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 in any field of human activity that is new, involves inventive steps and is industrially applicable. The protection is granted for a limited period. The patent is a title of ownership that gives the right to exclude others from making, using, selling, or importing the product of his invention.

**4.17 Related Rights** may refer to the protection extended to derivative works, to include among others dramatizations, translations, adaptations, abridgements, arrangements, and other alterations of literary or artistic works.

**4.18 Researcher** means an academic or research staff duly authorized to conduct specific research(es).

**4.19 Staff** includes the full – time and part –time academic non-teaching and administrative employees of the Institute.

**4.20 Student** means any person, who is enrolled in a course, or in a course – unit or subject offered by the Institute, or who has been given permission by the Institute to audit a course – unit or subject, whether undergraduate, graduate or postgraduate.

**4.21 Trademark** means any visible sign that identifies certain goods or services produced or provided by a specific person or an enterprise.

**4.22 Trade Name** means the name or designation identifying or distinguishing an enterprise.

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

**4.24 Tangible Research Property** is anything having a physical embodiment irrespective of whether it is patentable or copyrightable. Examples include integrated circuit chips, computer software, biological organisms, engineering prototypes and drawings.

**4.25 Utility Model** is an invention that does not meet all the requirements or patentability but has an industrial use. A utility model does not involve an inventive step.

**4.26 Variety** means a plant grouping within a single botanical taxon on the lowest known rank, that without regard to whether the conditions for plant variety protection are fully met, can be defined by the expression of the characteristics resulting from the given genotype or combination of genotypes distinguished from any other plant groupings by the expression of at least one (1) characteristic and considered as a unit with regard to the suitability for being propagated unchanged. A variety may be represented by seed, transplants, plant tubers, tissue culture, plantlets and other forms.

**ARTICLE 5: INTELLECTUAL PROPERTY OWNERSHIP**

**5.1 Faculty and Staff as IP Originators**

5.1.1 Ownership of IP Originated as a result of the faculty and staff initiative, developed in their own personal time and not linked with a research project nor developed with substantial use of the Institute facilities and resource, shall belong to such institute personnel.

5.1.2 The Institute shall retain ownership of the intellectual property of institutional works developed or created by the faculty and staff. Works created in the following circumstance are considered Institutional works.

1. It is created by the employees in the performance of their duties or during official work hours; or
2. It is done within the premises of the institute and there is substance use of Institute resources; or
3. It is created using funds provided by through the Institute for such purpose ; or
4. The authorship of the work cannot be attributed to one or a discrete number of author or if the work is a result of simultaneous or sequential contributions over time by multiple author; or
5. It is commissioned by the Institute or is created at the direction of the Institute for a specific purpose and to further teaching function; or
6. It is created pursuant to an agreement between the Institute and an external party and the terms IP ownership to the Institute; or
7. It is created using existing intellectual property owned by the Institute.

5.1.4 For computer softwares such as computer programs, object code source code, pseudocode and algorithms and its associated technology, the Institute may assert rights to the IP based on any of the circumstance defined in article 5.1.3

 5.1.5 The license to use the intellectual property owned by individual employees of the Institute or those owned by individual employees of the Institute or those owned by the Institute shall be governed by the following

1. Where the IP originator owns the intellectual property of the work created while employed at the Institute, the Institute is granted non-exclusive, royalty – free and irrevocable license to use, publish, disseminate reproduce and otherwise in whatever form, electronic or otherwise for its teaching, research and academic purposes with appropriate acknowledgement of the IP originator.
2. Where the institute owns intellectual property of the work, the IP originator/ author is granted a non-exclusive, royalty-free and irrevocable license to draw form the work for the IP originator’s research, teaching and academic endeavors.
	1. **Student as IP Originator**

5.2.1 Student shall own the copyright of their theses/dissertation or any intellectual property that they make, discover, or create in the course of their research except as provided in article 5.2.2

* + 1. The Institute shall the intellectual property of a student’s work in the following circumstances:
1. The student has received financial support from the Institute in the form of wages, salary stipend or funds for the research; or
2. The student has made significant use of Institute resources in connection with the research; or
3. The research has been funded by a government funding Institution (GFI) under a grant or sponsored research agreement, or is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation that restricts ownership of the intellectual property; or
4. The student abandons ownership under a contractual arrangement; or
5. The generation of IP has resulted from the use of pre-existing IP owned by or existing within the Institute; or
6. The IP belong to body of IP generated by team including members of the faculty and staff which the student is also q members of the faculty and staff of which the student is also a member; or
7. The IP result collaboration, informal in research project with faculty and staff member of the Institute.
	* 1. When the student owned the copyright, the Institute is granted a royalty-free permission to reproduce, publicly distribute copies of the thesis / dissertation in pursuance of its research and teaching function, in whatever form, electronic or otherwise .
		2. When the thesis or dissertation to an invention that I patentable
8. The institute shall withhold public access to the thesis or dissertation until such time that a patent application is filed by the IP Unit.
9. If the IP unit decide not to pursue a patent protection for reasons articulated in Article 6.1.1 and 6.1.2 of this IP policy the thesis / dissertation may be released in accordance with the procedures adopted by the Institute
	1. **Ownership of other IP Right**
		1. Trademarks – the Institute shall be sole owner of the Institute logo duly registered with the Intellectual property office of the Philippines (IPOPhil). Any use of the Institute’s logo shall require prior license or permission form the Institute.
		2. Tangible Research Property (TRP)- as defined in Article 4.25 which cannot be subject to any other

kind of intellectual property protection are presumptively owned by the Institute.

**ARTICLE 6: WAIVER OR RIGHT**

 6.1 The Institute may waiver, transfer or license to the IP originator its right to the IP:

1. The anticipated income will not justify the costs of protecting and developing the IP; or
2. The IP developed or created would enhance the transfer of knowledge into useful application for the public benefit; and/or
3. Such a waiver does not raise any conflict of interest.

6.2 The IP originator can request the Institute to relinquish and the appropriate transfer of the IP ownership to the IP originator at any time if:

1. The Institute terminates its efforts to seek protection of the IP; or
2. After a period of two years from the time of date of the issuance of a patent the IP has not been assigned, license; or
3. The Institute has discontinued commercial development of the IP.

6.3 When the Institute agrees to assign back the IP rights to the IP originator, the IP originator shall:

1. Reimburse the Institute for expenses incurred in connection with the development of the work, including fees associated with patent filing or copyright registration and other legal and marketing expenses.
2. Pay the Institute 25% of the net revenue arising from the intellectual property on annual basis.

6.4 When the invention is re-assigned to the IP originator, the Institute will retain the right to a non-exclusive, non-transferable, irrevocable, royalty-free license on the intellectual property for research and educational purposes.

**ARTICLE 7 : ADMINISTRATION**

**The Intellectual Property Unit (IPU)**

7.1.1 The IPU is created under Office of the Vice Chancellor for Research and Extension with following function and responsibilities:

1. Processing and safeguarding patent and copyright agreement
2. Determining the patentability and copyrightability of work or invention including receiving patent disclosures;
3. Facilitating application for patent and copyright;
4. Obtaining appropriate IP protection; and
5. Evaluating the commercial potential of the IP.

7.1.2 The IPU shall also manage institute’s patent portfolio including locating suitable commercial development partners; negotiating and managing license; and the technology transfer aspects.

**7.2 Staffing of IPU**

7.2.1 The IPU shall be composed of the head of the unit, to be referred to as the Intellectual Property Officer, technical licensing and patent drafting assistants, special assistants who are knowledgeable in copyright and patent drafting, a marketing officer and a legal officer.

**7.3 Intellectual Property Advisory Council (IPAC)**

7.3.1 The IP Advisory Council shall handle cases pertaining to IP right the Institute. Their duties and responsibilities include the following:

1. To serve as the oversight committee on the management of the Institute’s IP by IP Unit;
2. To administer and Interpret this IP policy;
3. To be responsible in resolving disputes that may arise from the interpretation of this IP policy;
4. To refer IP matters that cannot be resolved at the IPAC to the Chancellor for decision, which will be final and conclusive;
5. To review and endorse license agreement negotiated by the IP Unit as well as periodically review the patent management and licensing practices of the Institute; and
6. To recommend changes to this IP policy.

7.4 The IPAC shall be chaired by the Vice Chancellor for Research and Extension and co-chaired by the Department of Research Director. Its membership shall be composed of the IP officer, a member of the Institute Legal Office and designated faculty member.

**ARTICLE 8 : PROPERTY AND OTHER RELEVANT AGREEMENT**

**Patent or Copyright Agreement**

8.1.1 Faculty staff and student of the Institute including visiting scientists, emeritus faculty and fellow who participate in institute- funded or sponsored research are obliged to disclose to the IPU, by signing the patent or copyright agreement, potentially patentable inventions conceived or put into practice either entirely or partly and/or who substantially use institute resources.

8.1.2 With such agreement, the researcher assigns to the Institute all rights to intellectual property created.

8.1.3 The IPU shall provide standardized patent and copyright distribute these forms and collect the accomplished copies. The form are prepared in triplicate: one copy to be retained by the researcher, one to be filed at the department, and one forwarded to the IPU.

**8.2 Confidentiality and Non-Disclosure Agreements**

8.2.1 When one party wishes to disclose to a second party confidential information of IPs subject to Institute ownership, whether for acquiring a research sponsor or a licensee, a Confidential Disclosure or Non-disclosure agreement (CDA?NDA) by the Institute with the second party must first be forced. The CDA/NDA in intended to safeguard the confidentiality of the information.

8.2.2 All CDAs/NDAs must be submitted to the IPU to review and evaluation.

**8.5 Materials Transfer Agreement (MTAs)**

8.5.1 When research materials are being transferred between parties for research and testing purposes, the Institute faculty or staff is required to file a Materials Transfer Agreement to facilitate the transfer.

8.5.2 The MTA shall be field for both the transfer of outgoing and incoming materials to prevent misunderstanding between the parties and define liabilities from the misuse of material transfer.

8.5.3 The Department chairperson shall ensure that the MTA forms provided by the IPU shall be accomplish intriplicate, one copy to be retained by the research, one for the department and one forwarded to the IPU for review and approval.

8.5.4 The Technical Panel at the IPU shall review and approve the MTA taking into account how the materials is to be used and the conditions for its use.

8.5.5 If the materials is being transferred for commercial application, its use shall be governed by license agreement.

**8.6 License Agreement**

8.6.1 IP resulting from research shall make inventions available to the business industry the public through a License Agreement.

8.6.2 The IPU negotiate the term of the License Agreement, Including reasonable royalties and other fees for use to support further research endeavors.

**ARTICLE 9: EVALUATION AND COMMERCIALIZATION OF IP**

**9.1 Disclosure of Inventions**

9.1.1 The IP originator must disclosure to the IPU the development of an IP which the Institute has a claim to ownership and which has commercial potential by submitting a confidential disclosure agreement (CDA / NDA)

9.1.2 The IPU then refers the matter to a Technical Panel (TP) for evaluation. A TP shall be constituted from a pool of experts depending on the needed expertise required of the IP for evaluation.

9.1.3 The IPU will inform the IP originators or the Second party he timing and the nature of protection that is appropriate for the IP. If the TP finds that the protection of the IP is warranted, it will make a recommendation to the IP.

9.1.4 The IPU arranges for the filing of the patent application or take other steps to protect the IP.

9.1.5 The IP originator is obliged to disclose invention to the IPU as soon as possible and to delay public disclosure until the evaluation process is completed and a patent application has been filed. Public disclosure includes the publication of abstracts, poster session, shelved theses or openly describing the invention to an audience.

**9.2 Commercialization by the Institute**

9.2.1 The IPU shall make a commercial assessment study of potential IPs and recommend to the IPAC for approval.

9.2.2 Upon the approval of the IPAC, the IPU shall plan, oversee and supervise the commercialization of the IPs.

**9.3 IP Commercialization by the IP**

9.3.1 When the IP Originators are granted by the Institute the right to commercialize the intellectual property, they shall be responsible for legally protecting and marketing the IP, finding a licensee, negotiating and administering the License Agreement and bear all the costs that will be incurred.

9.3.3 The IP originator will pay the Institute 25% of the net revenue on an annual basis.

**9.4 IP Commercialization through other channels**

9.4.1 The Institute may waive its right to the IP, in which case, the IP originator who decides to pursue further protection and commercialization shall bear all concomitant expense.

9.4.2 When the IP originator wishes the commercialization of the IP to be explored through channels other than the IPU, he/she must seek permission in writing to the Vice chancellor for Research and Extension through his/her Dean or Director. Such an application should provide sufficient information to allow for an exploration of the feasibility of proceeding in this manner, of the qualities of the proposed partner, if any, and a draft form of the agreement on initial exchange of information with the proposed partner, if any.

9.4.3 If Vice Chancellor for Research and Extension gives permission for the feasibility study (FS) to proceed, a contact shall be signed by the Chancellor on behalf of the Institute and by the proposed partner, if any. The accomplished FS shall be submitted together with a business plan for the commercialization of the IP.

9.4.4 The above procedures will not apply to commissioned works for which the provisions of the Copyright Act would normally apply. In such cases, the Institute will normally enter into an agreement regarding the sharing of revenue with authors at the time that the works are commissioned.

**ARTICLE 10: DISTRIBUTION OF IP BENEFITS**

10.1 The Institute seeks to encouraged the innovation and commercialization of IP generated under its auspices and to establish an equitable distribution among stakeholders of any income derived from commercialization. Relevant IP income may arise from royalties, licensee fees or net return on sales.

10.2 The financial benefits from the commercialization of all IP generated under the auspices of the Institute, including patented inventions and any product whose commercial development has been carried out by some office or committee of the Institute or has involved substantial use of the Institute’s resources, will be disbursed in the following order:

10.2.1 payment in full of the costs, both legal and administrative, incurred in protecting the IP; including those incurred by the College or Cost Center,

10.2.2 payment in full of the costs of commercialization (as distinct from the costs of generation) of the IP; and

10.2.3 payment of 1% - 5% of gross income to the IP fund for litigation related to IP protection.

10.3 All additional income received, net to the disbursements enumerated above, and net of taxes, will be distributed in the following manner:

10.3.1 Sixty (60) percent to the IP originator(s), the amount to be divided into agreed shares if there is more than one person involved. The division shall take into account the relative contributions of the originators.

10.3.2 Twenty (20) percent to the originator(s)’College or Cost Center

10.3.3 Twenty (20) percent to the IP Unit.

10.4 When the financial benefit from commercialization of IP is in the form of shares, the Institute shall distribute these in accordance with Article 10.3.

10.5 Changes in the above-mentioned distributions of benefits require the approval of the Chancellor based on the recommendation of the IPU through the IPAC.

10.6 In those cases where the Institute refrains from claiming ownership and where the commercialization of the IP in such products has not been carried out by any office/committee of the Institute, the Institute will claim 10 percent of the income after tax received by the originator such as royalties, license fees and return on sales. Fifty percent of such will then go to the College/Cost Center of the IP originator and the other 50 percent to the IP Unit fund.

**ARTICLE 11: DISPUTE RESOLUTION**

11.1 The complainant shall file a written complaint to the head of the IPAC. A copy should be furnished to the dean/director where the faculty/staff/student belongs. The case shall be decided within one (1) month from the date of filing.

11.2 The IPAC shall meet en banc to deliberate and resolve the issues on the complaint that has bearing on infringement or violation of IP Policy formulated by the Institute.

11.3 After due deliberation, the IPAC shall recommend resolution to the issue.

11.4 In the event when there are disagreements on the resolution or recommendations arrived at, the IPAC shall forward the matter to the Office of the Chancellor for final resolution.

**ARTICLE 12: PENALTIES**

12.1 Any faculty, staff or student found to have violated any of the provisions of this IP Policy shall be dealt with in accordance with provisions of the existing Institute ad university system policies and guidelines including civil service rules and regulations for government employees when applicable.

12.2 Any violation to this IP Policy may be considered as a disciplinary offense. However, no disciplinary action will prevent the Institute from pursuing the matter through civil or criminal legal action when warranted.

**ARTICLE 13: REPEALING CLAUSE**

All other Institute policies inconsistent with this policy are repealed accordingly.

**ARTICLE 14: EEFECTIVITY**

This policy is effective upon the approval of the Board of Regents.

Approved for system-wide application by the Board of Regents (BOR Res. No. 6 S. 2002) during its 218th meeting, March 19, 2012.

**REFERENCES:**

Technology Transfer Act of 2009 (Republic Act No 10055).Template on Intellectual Property Policy for Higher Education Institutions, August 2006

Policy on Intellectual Property Rights of MSU – Iligan Institute of Technology Force on Intellectual Property Rights, MSU – IIT December 2004

World Intellectual Property Organization, Geneva. “Guidelines on Developing Intellectual Property Policy for Universities and R & D Organizations” <http://www.wipo.int-uipc-en-guidelines-pdf-pf_policy.pdf>

University of the Philippines

<http://www.ovcrd.upd.edu.ph/oldweb/images/iprpolicy.pdf>

BOR Resolution No 123 s. 2010. Creation of the Intellectual Property Unit under the Office of the Vice Chancellor for Research and Extension

BOR Resolution No. 232 s 2007 Policy on Intellectual Property Rights of MSU – Iligan Institute of Technology

Harvard University

<http://www.techtransfer.harvard.edu/resources/agreements/participation/>

Massachusetts Institute of Technology

<http://web.mit.edu/policies/13.1.html>

Stanford University

http:rph.stanford.edu/su18.html