



City College of Calamba

Governing Principles and Policies on Intellectual Property Rights





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Intellectual Property Rights

ARTICLE 1

SCOPES AND COVERAGE

(1) Personnel -The policy shall apply to all CCC constituents, specifically faculty, staff, and students. The policy also covers collaborators with research and innovation undertakings and creative works according to any activity or task under the City of College of Calamba as stipulated in contracts, grants, and memorandum of agreements.

(2) Matters – This policy shall apply to all research and creative activities, tangible research properties or outputs, whether for commercial or non-commercial purposes, that use the City College of Calamba resources, including all technology transfer arrangements.

(3) Rights – Intellectual property rights that are legally recognized under Philippine laws, including the Intellectual Property Code, as amended, and as well as other applicable laws from other states and entities.

(4) Supplementary Intellectual Property Rights – This policy does not address comprehensive guidelines for the fair use of intellectual property rights owned by the CCC, CCC personnel, students, or third parties.

ARTICLE 2

GENERAL PRINCIPLES

(1) The City of College of Calamba resources utilization and consumption should be for institutional purposes only. The CCC promotes a policy of considering faculty, staff, and student members as owners of their own ideas, inventions, works, and other intellectual creations, under no funding or resources from the College or any third party, including teaching, research, and extension activities.

(2) The faculty, staff, and students at the City College of Calamba are allowed academic independence in the study and publishing findings. Still, they are also required to fulfill their other academic duties.





(3) The City College of Calamba recognizes its principal responsibility to provide a favorable learning environment to benefit the general public and against conscious efforts to generate revenues.

(4) The City College of Calamba, in some instances, acknowledges the intellectual property rights of its constituents as authors and inventors to help foster transparency and accessibility of information and technologies.

ARTICLE 3

RULES OF CONSTRUCTION

These rules shall not be interpreted –

(1) To prohibit the City College of Calamba administration from upholding academic standards by implementing sanctions on acts of plagiarism and dishonesty;

(2) To change the current conflict of interest regulations about the City College of Calamba, including rules on outside practices of teaching or profession;

(3) To ensure that even in the least the CCC's ability to negotiate and execute contractual, grant, and license agreements with third parties, including funded research agreements, partnership agreements, and license agreements, are in any way restricted;

(4) To constrain the meaning of the CCC Code of Ethics for Research, etc.;

(5) To hinder the autonomy of editorial boards, textbook committees, and other editorials, scientific, and administrative committees from publishing their works.

ARTICLE 4

COPYRIGHT

(1) "Works Protected" - the entirety of the following works as specified in the Intellectual Property Code of the Philippines shall be covered by these rules on copyright: all literary creatives and derivatives collectively referred to as "works" as defined in the Intellectual Property Code of the Philippines mentioned in this policy. Protected works involve all sorts of electronic and print-based materials, and both produced and written, protected by copyright.

(2) Credibility of Copyright Ownership –

a. General rule – All copyright works will remain with the creator except as provided otherwise in these rules.





b. In cases where copyright assignment is required, following the provisions of existing laws, like the Intellectual Property Code of the Philippines and the Philippine Technology Transfer Act of 2009, the authors or creators shall disclose the existence and assign copyright to the City College of Calamba the created works, complying with the provisions of a contract, and the implementing rules and regulations of the Philippine Technology Transfer Act of 2009, and its amendments:

- i. Produced through research and development funded by any Philippine government agency or instrumentality, or government-owned and government-controlled corporation that obtains funds from Philippine government appropriations and official development assistance funds that the Philippine government manages
- ii. Using the Calamba City College funds or other college resources, in addition to a regular salary and other resources that are made available to every faculty, staff, and student;
- iii. Non-commissioned works, works produced on behalf of the City College of Calamba through its officials or designates for a specific project or purpose, and commissioned works;

(3) Waiver of Copyright Ownership by the College –

a. If the City College of Calamba cannot or has chosen not to publish or exhibit the works within one year of their disclosure, their copyright automatically vests in the creator without obligation or the violation of any third party's rights.

b. In addition, if the work is to be published in a reputable international or local journal relevant to the academic discipline in which the work falls, then the CCC may waive the one-year period if the request is made by the creator and no contractual obligations or rights of third parties will be violated.

c. The City College of Calamba's involvement in the works should be appropriately recognized in all publications or exhibitions, whether it is domestic or international.

d. The waiver does not conflict with any existing contractual obligation to third parties.





(4) Multi Institutional Collaborative Works – While subject to the provisions of the Philippine Technology Transfer Act of 2009, and in the absence of any contractual stipulation to the contrary, the copyright shall be jointly owned by the College, the creator/s, and the outside entity if the work is the result of collaborative efforts.

(5) Determination of Authorship in Cases of Contributed Efforts –

a. For works arising from the contributions of efforts that various individuals contribute, authorship shall be defined as follows:

- i. Based on a mutual arrangement;
- ii. Using the joint, primary, and sole authorship rules as specified in a publication for which the work was intended;
- iii. If the work was generated by faculty, research staff, and students of a single constituent department/program/unit, then the alternative dispute resolution (ADR) services such as mediation and arbitration are offered by the Vice President for Academic Affairs; if otherwise, by the Office of the Vice President for Academic Affairs.

b. In the case of failure of any of these methods of settlement, any disputes relating to authorship or copyright may be referred to a court of law.

ARTICLE 5 INVENTIONS

(1) Coverage of Inventions –

Everything related to products, processes, intangibles, platforms, and improvements thereof, regardless of patentability, including utility models, layouts of integrated circuits, industrial designs, and genetically modified organisms, shall be covered by these rules.

(2) Ownership of Inventions –

a. General Clause – As provided in these rules, patent rights and other rights related to the invention, such as undisclosed information or know-how, belong to the inventors.

b. The City College of Calamba's Stakes on Ownership of Inventions – The foregoing stipulations, the implementing rules and regulations of the Philippine Technology Transfer Act of 2009, these rules, and any rules or regulations promulgated by the Office





of the President, shall apply to the City College of Calamba's ownership of patents and other related rights such as undisclosed information or know-how pertaining to the following inventions:

- i. Inventions that are procured or sponsored by a government agency or instrumentality or government-owned and -controlled corporation using government appropriations and sourced from government-managed official development assistance funds;
- ii. Inventions funded by a portion of College funds allocated explicitly for this function, and which may include salary, equipment, and other services are given to all College employees, researchers, students, and staff;
- iii. The works whose inventorship cannot be attributed to one or a discrete number of inventors even though these rules provide for processes

(3) Externally Funded Inventions other than the City College of Calamba –

a. Subject to the provisions of the Philippine Technology Transfer Act of 2009, under events that research and development for an invention are wholly or partially funded by an outside entity, such as a corporation, individual, foundation, or other organization, the CCC will attempt to negotiate a deal regarding the ownership of the invention, patent rights, and royalty sharing with the funding entity. All parties shall be bound by the agreement, including the inventors.

b. In the absence of a negotiated agreement, all patents to inventions that were funded through CCC research shall be owned by the City College of Calamba.

(4) Waiver by the City College of Calamba of Rights to Patent – If the CCC elects not to file a patent application in the absence of existing contractual obligations to third parties. The waiver would favor the general public by though the transfer of technology or provision of unconditional access.

a. No waiver shall be granted unless there is a written commitment that no further development of the invention will utilize CCC resources. The City College of Calamba will not make any modification that violates any of its contractual obligations.





b. Additional conditions may include revenue sharing provisions, CCC shares, or equity from company spin-offs created around the invention, as well as other criteria, such as allowing public access to the invention for non-profit use in instruction and scholarly purposes, and other conditions which would encourage public access to the invention.

c. When an invention is the result of collaborative efforts of the City College of Calamba and external institutions and entities, all patents and other related rights over said invention shall have shared ownership by all creators/inventors from the CCC and the outside entities and institutions.

d. Alternative dispute resolution mechanisms for disputes relating to inventorship, patent, and other related rights include mediation and arbitration to be facilitated by the Office of the Vice President for Academic Affairs if the individuals involved belong to any academic or administrative unit of the CCC or by the Vice President for Academic Affairs if they are otherwise. Conflict must be the subject of court action only in the event of any of the aforementioned modes of conflict failing.

ARTICLE 6 OTHER INTELLECTUAL PROPERTY RIGHTS

(1) Trade and Service Marks – Trade and service marks are specific words or symbols used to identify the origins, quality, or source of goods or services. The City College of Calamba assets may include any trade or service marks that are related to goods or services distributed by the CCC. This list includes names and symbols that may be found in conjunction with CCC-related programs or activities and events.

(2) Protection of Undisclosed Information – While the City College of Calamba's aims to provide access to new knowledge and technologies for the public, the CCC may take measures to preserve undisclosed information in either or any occurrences:

a. It is required in order to meet contractual stipulations or to move forward with an academic research project until its completion,

b. The information being protected is required in order to protect the CCC's intellectual property rights to an invention; and

c. If determined by the College President, conditions exist in which well-defined public interests will be better protected by claiming legal protection of information or technology as "trade secrets."





(3) Tangible Research Property (TRP) or research results which are in a tangible form (i.e., integrated circuit chips, computer software, biological organisms, engineering prototypes, laboratory notebooks, or logbooks) which cannot be the subject of any other kind of intellectual property protection are presumed to be owned by the CCC.

ARTICLE 7 THESES AND RESEARCH MANUSCRIPTS

(1) The copyright of the student's thesis/research manuscript subject belongs to the student according to applicable laws such as the Philippine Technology Transfer Act of 2009, this policy, and any agreements with the City College of Calamba and/or external parties. This policy is aimed at helping the College fulfill its mission of transferring knowledge and technology for the public benefit. For this reason, it is in the best interests of the CCC if the student agrees to grant the CCC a non-exclusive, worldwide, royalty-free license to reproduce, publish, and distribute copies of the thesis/research manuscript in whatever form, subject to the terms of applicable laws, this policy, and any contractual stipulations.

(2) In the event a thesis/research manuscript contains information on an invention that may be patentable or registrable, or if the same contains confidential information of the CCC and/or that of a third party, the CCC academic unit, in order to protect the City College of Calamba's and/or third party's IP rights, withhold public access to the thesis/research manuscript, the defense proceedings, and other reasonable steps. If the CCC waives its right to the invention as specified in this policy, the inventor will be required to comply with other conditions the CCC might impose, like filing a patent or other applicable intellectual property application. If the inventor complies with these conditions, then the City College of Calamba may withhold public access to the thesis/research manuscript or the defense proceedings pertaining to the invention.

ARTICLE 8 COMMON PROVISIONS

(1) Waivers and Authorities –

a. Except in cases of failure to publish or failure to file an application for a patent, it must be confirmed by the CCC Board of Trustees on the recommendation of the College President. Any of the Vice Presidents may be given the authority to delegate their responsibilities based on their own assessment of what is best for a given constituency of the College.

b. The President must report to the CCC Board of Trustees on an annual basis the intellectual property rights owned by the City College of Calamba that are impliedly waived the moment they are discovered.

(2) Royalty Sharing – The CCC is to pay the author, inventor, or creator one hundred percent (100%) of the royalties received by the City College of Calamba from the commercialization of intellectual property. This level may be adjusted annually based on factors such as the inflation





rate. For every amount that exceeds this limit, the author, inventor, or creator shall receive at least forty percent (40%) of the royalties received by the CCC. Participating authors or inventors will have the right to share in accordance with the decision on their authorship or invention participation as laid out in these rules. Of the remaining royalty that the CCC receives from commercializing intellectual property, twenty-five percent (25%) will go to the College, while seventy-five percent (75%) will go to the Program/Department/Unit from which the intellectual property originated.

According to this Policy, the term "royalty" means Magna Carta scientists, engineers, researchers, and other science and technology personnel who work for the government, excluding applicable taxes.

(3) Financially and Contractually Upfront, Milestones, and Other Payments – The determination of revenue shares in IP commercialization agreements that do not include royalties shall be governed by the Philippine Technology Transfer Act of 2009, after consideration of all expenses incurred in protecting the intellectual property, as well as for maintenance, possible litigation, and other costs.

All other expenses, such as administrative costs, filing fees, production, distribution, advertising, and maintenance expenses, will be for the account of the City College of Calamba and deducted from their royalty and other payments. The first consideration shall be given to funding research activities in any royalty income received by the CCC from copyrights or patents.

The shares the CCC obtains in the event of any commercialization agreement with a company will be held by the CCC, and the proceeds from the liquidation of those shares will be distributed to the creator(s)/inventor(s)/author(s) as per the same ratio mentioned above. An author, inventor, or creator may also request to retain their own portion in their own name, and then such an individual would no longer be entitled to any money received from the liquidation of the remaining shares by the City College of Calamba

The royalty and other revenues mentioned above, as well as the universities' share of that total, will be held in a revolving fund, which will be deposited in an authorized government deposit bank subject to accounting and auditing rules and regulations. The revolving fund will be used to cover the cost of intellectual property management, including professional fees, and for the purpose of financing research and development, science and technology capability building, and technology transfer activities, including the operation of technology licensing offices. That income shall not be used to pay salaries, bonuses, or allowances.

(4) Portability of Shares – Shares in royalty and other revenues such as upfront, milestones, and other payments shall be payable to the creator(s)/inventor(s) of the IP even after retirement,





termination of their employment with the City College of Calamba or their contract of service or in the case of students after their graduation from the CCC; provided further, that said creator(s)/inventor(s) had not been dismissed from the CCC because of violation of provisions of this policy (e.g., selling or compromising CCC trade secrets). The originating program/department/unit shall also receive royalties and other payments.

(5) Use of Copyright, Patents, and Other Intellectual Property Rights – The City College of Calamba shall not enter into any contractual arrangement that would deter the general public from having reasonable access to the works or inventions. A non-exclusive license is usually desired, but in some cases, such as when substantial investments of time and resources are required to bring the technology to market, an exclusive license may be necessary and appropriate because it will incentivize the licensee to bear the risks of further development (e.g., in drug discovery and development).

(6) College Contracts –

a. All research and creative works contracts should include provisions for ownership of intellectual property rights and result in tangible materials, as well as processes for resolving disputes on authorship or inventorship.

b. Donations of funds from the CCC must be covered by contracts containing the provisions required under (a) above.

ARTICLE 9

TECHNOLOGY TRANSFER AND BUSINESS DEVELOPMENT OFFICE

(1) The creation of the "Technology Transfer and Business Development Sub-Committee (TTBDSC) will allow the City College of Calamba to be in consonance with current global standards and structures set for most technology transfer offices. The TTBDSC will be under the Office of the Vice President for Research and Innovation

(2) The TTBDSC shall have an appointed Faculty Head who is reporting directly to the Vice President for Research and Innovation and related groups to act as technology assessment teams or business development teams (each with a different industry sector). The legal counsel on intellectual property and/or corporate law should also be included. The tasks of the TTBDSC will be carried out by the Faculty Head. The technology assessment and business development teams assist the Faculty Head in the performance of these functions, and the Faculty Head may





also delegate specific functions of the TTBDSC to the technology assessment and business development teams.

(3) Functions of the TTBDSC. The TTBDSC shall have the following duties and functions:

- a. Supervise all works and inventions created and first reduced to practice by CCC personnel;
- b. Facilitate agreements, affidavits, applications, complaints, and other documents related to works and inventions necessary to the CCC's intellectual property rights;
- c. Coordinate with the appropriate legal representations within CCC or the City Government of Calamba in regard to requests for the filing of cases that would secure and enforce the CCC's intellectual property rights; and
- d. Deposit and prosecute intellectual property applications on behalf of the CCC
- e. Advise on the best time to out-license a technology or invention. Concerning the CCC's obligation to provide the public with reasonable access to the technology or invention while collecting a reasonable return on investment, this is with full regard to the CCC.
- f. Partner with the academe, government, or industry in order to assist them in facilitating licensing agreements, from initial negotiations to finalized contracts
- g. Help CCC faculty, staff, and student researchers in securing technologies needed for the commercialization of their ideas and/or the development of new products.
- h. Be available to assist CCC faculty, staff, and student researchers in obtaining non-assert agreements, negotiating patent pools, ceiling and floor royalty negotiations, and other business-to-business negotiations
- i. Advise the City College of Calamba on the best strategy for marketing a specific technology or invention. Licensees, co-developers, joint venture partners, CCC programs/departments/units, and spin-off companies are a few of the most common forms.
- j. After identifying the commercial potential of these technologies, discuss the development of independently owned technologies with CCC faculty, researchers, staff, and students in order to set up registration, licensing, joint ventures, or other technology transfer agreements;
- k. Assists in ensuring collaborations in research, innovations, and development with and from commercial enterprises;
- l. Assist in researching the best partners for collaborative research, innovations, and development, and conduct due diligence in regard to their expertise, product portfolio, and priorities, as well as their track record and financial standing.
- m. Use CCC branding and specialist expertise to secure consultancy contracts for faculty and staff.



research.citycollegeofcalamba@gmail.com



n. This follows from this, which is that the TTBDSC must ensure that in order to carry out the mandate of the office, the TTBDSC will engage in other functions, including the creation of primers, frequently asked questions, and other documents to help clients and constituents better understand this policy and other intellectual property issues.

(4) Request for Interventions – The Vice President for Research and Innovation, can ask any department or unit of the CCC for advice on any trade or discipline that will be the subject of any patent application, litigation, or evaluation of the commercial value of the work or invention.

(5) Linkages to Other Offices –

a. The CCC Legal Team, with the assistance of the City of Calamba Legal Department, shall have sole jurisdiction to prosecute and defend actions relating to the CCC's intellectual property rights. Decisions reached by the General Counsel of the CCC pursuant to the interpretation of related sovereign and foreign constitutions and statutes and CCC regulations shall be binding on the CCC unless overturned by the President of the CCC or the CCC Board of Trustees.

b. The Vice President's Office for Research and Innovation has jurisdiction to promote and/or advocate any executive action or legislation.

c. The TTBDSC serves as an assisting and coordinating unit on matters related to intellectual property protection as provided by the TTBDSC. This policy does not prevent a constituent CCC program/department/unit from performing the functions mentioned in Article 9 (3) under the conditions of coordination provided.

ARTICLE 10

ADDITIONAL PROVISIONS AND PENALTIES

Persons found and proven to have violated any of the provisions of this policy shall face the following penalties:

(1) Ineligibility for CCC research grants for no more than three years.

(2) Automatic removal of research load credits and a three year ineligibility period to receive these benefits;





(3) Removal and/or disqualification from any CCC administrative position and for a period not exceeding three years; and

(4) Exclusions in outside teaching activities or the privilege to practice of profession for no more than three years.

ARTICLE 11

REPEALING CLAUSE

This policy repeals all pre-existing policies, governing rules, regulations, and guidelines by the CCC concerning Institutional Intellectual Property Rights.

ARTICLE 12

EFFECTIVITY

(1) Conditions for Effectivity – This policy shall come into effect after

a. An extensive information and education campaign, to be led by the Office of the Vice President for Research and Innovation, which shall commence no later than the first Monday of the month from the time this policy is endorsed by the CCC Academic Personnel Committee for final approval by the CCC President and the CCC Board of Trustees

b. This policy will be made available on the official web page of the City College of Calamba.

c. The deposits of physical copies of this policy at the CCC Records Management Office and other related CCC Administrative Offices.

(2) Effectivity – This policy shall take effect in March 2021, from the initial endorsement by the APC and subsequent approval by the CCC President and the CCC Board of Trustees.

