


Excerpt from the Minutes of the 1171st Meeting of the Board of Regents held on 30 May 2003 held at the U.P. Open University, Audio Visual Room, Los Baños, Laguna

V. POLICY MATTERS FOR DECISION OF THE BOARD

K. Proposed Governing Principles and Policies on Intellectual Property Rights of the University of the Philippines System (Please see attached)

Board action: Approval

CERTIFIED CORRECT:


MARTIN V. GREGORIO
Secretary of the University
and of the Board of Regents

30 May 2003

- cc: The Vice President for Academic Affairs
The Vice President for Planning and Finance
The Vice President for Development
The Vice President for Administration
The Vice President for Public Affairs
* The Chancellor, U.P. Manila
* The Chancellor, U.P. Diliman 6.05.03 *degen*
* The Chancellor, U.P. Los Baños
* The Chancellor, U.P. Open University
* The Chancellor, U.P. Visayas
* The Chancellor, U.P. Mindanao
* The Chancellor, U.P. Baguio
* The University General Counsel, OLS
* The Auditor

com 6/5
JRD 6/5
Study 6/5
Amey 6/5
UPO 6-10
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Note: All Chancellors will please see to it that copies of this excerpt are furnished to all units concerned.

1 **GOVERNING PRINCIPLES AND POLICIES ON INTELLECTUAL PROPERTY RIGHTS**
2 **OF THE UNIVERSITY OF THE PHILIPPINES SYSTEM**

3
4 **(PROPOSED)**
5 **DRAFT FOR BOARD OF REGENTS**
6 **VER 3 MAY 26, 2003**

7
8 ***RATIONALE***
9

10 The University of the Philippines, an academic institution with a large pool of
11 intellectual and creative resources, encourages and supports research among
12 its faculty, students and staff. Complementary to its pedagogical tasks, the
13 University is engaged in various research activities to expand its stock
14 knowledge thereby enriching its ability to implement educational programs and
15 to engage in socially responsive extension work.

16
17 The University's research activities may result in inventions, materials, designs,
18 technology solutions and related intellectual property which can serve the
19 public good. In many instances, recognition of intellectual property rights may
20 become incentives to further research, ensure accessibility of research output
21 and materials, and increase accountability. Protection of intellectual property
22 rights may also contribute substantial financial resources for the sustainability
23 of the activities of the University and its various units as well as of the
24 individual faculty, staff or student involved.

25
26 On the other hand, the University is also cognizant of its role in providing
27 intellectual output for the public good--i.e. not unduly influenced by the agenda
28 of the current government administration and other commercial as well as
29 private interests. Clearer guidelines on intellectual property rights therefore
30 can result in better protection of the University's constitutionally mandated
31 right to academic freedom as an institution. It can also provide the standards
32 by which to mediate between interests of various constituencies vis-a-vis the
33 public market at large (i.e. between research collaborators, between faculty adviser
34 and students, between university administration and individual faculty
35 interests et al.)

36
37

Action of the Board of Regents
at its 1171st Meeting on 5-30-03

APPROVAL

Martin V. Gregorio
MARTIN V. GREGORIO
Secretary of the University
and of the Board of Regents

1 These intellectual property guidelines therefore are based on the current
2 perception of its constituents of the University's mission. The guidelines are
3 bounded by the constitutional mandate to maintain the academic freedom of
4 the faculty and of the university as a whole, the provisions of the Intellectual
5 Property Code (Rep. Act No. 8293, 1997) and other laws pertaining to
6 intellectual property rights such as the Plant Variety Protection Act.

7
8 In 1985, the University's Board of Regents in its 982nd meeting, approved the
9 "Proposed Policies, Rules and Regulations Governing Copyrightable and
10 Patentable Works Produced by University Personnel." This policy document
11 had three major sections. Section 1 covered copyright ownership, production
12 and distribution, royalty and utilization of revenues. Section 2 covered patent
13 ownership, invention disclosure procedure, royalty, utilization of revenues and
14 disposition of invention. Section 3 identified the administrative mechanism to
15 effect the policy. Specifically, the Office of the Vice President for Planning and
16 Finance, with the assistance of the Office of Legal Services (OLS), was given the
17 primary responsibility to formulate standards and policies on copyrightable and
18 patentable works. At the constituent university level, the Office of the Vice
19 Chancellor for Planning and Development or its equivalent was given the task of
20 implementing the standards, guidelines, rules and regulations on copyrightable
21 and patentable works, with assistance from their respective legal offices and
22 foundations.

23
24 In 1987, the UP President issued Executive Order No.2 outlining the
25 implementing guidelines for this policy. In 1997, the Board of Regents
26 approved "A Proposal to Create the University Intellectual Property Office" in its
27 1109th meeting. The Intellectual Property Office, however, did not materialize.

28
29 In August 2000, the Board of Regents in its 1144th meeting approved the
30 creation of the Technology Licensing Officer (TLO) under the Office of the Vice
31 President for Planning to conceptualize, initiate, organize and coordinate
32 technology licensing activities at the UP.

1 In the meantime, several other statements or guidelines have been issued. The
2 Office of the Vice Chancellor for Research and Development of UP Diliman, for
3 instance, issued its "Guidelines Governing Intellectual Property Rights for
4 Research Projects and Undertakings Funded and/or sourced by the Office of
5 the Vice Chancellor for Research and Development (OVCRD)".

6
7 The first draft of these new governing principles and policies was presented for
8 comment to university constituents starting February 15, 2002.

9
10 The initial draft from the TLO drew heavily from the intellectual property
11 guidelines of the University of Michigan, Stanford University, and University of
12 California at Berkeley. The references for this draft are included in an annex to
13 these guidelines.

14
15 This document therefore:

16
17 (a) Adjusts the interpretation of the Intellectual Property Code in order to
18 ensure and maintain the academic freedoms of both faculty and the
19 university;

20
21 (b) Provide a more effective and efficient mechanism that will--

- 22
23 i. resolve conflicts between research collaborators;
24 ii. effectively document and register intellectual property rights;
25 iii. define procedures for technology transfers, assignments,
26 licensing and the like.

27
28 (c) Clarify the relationship of these rules to other related university
29 policies such as those governing conflict of interest.

30

1 **THE GUIDELINES**

2
3 **ARTICLE 1**
4 **COVERAGE**

5
6 (1) *Personnel Covered* -- This policy shall apply to all faculty, researchers,
7 students, research staff and visiting professors participating in any program,
8 project, contract or research activity in the University.

9
10 (2) *Matters Covered* -- These guidelines shall cover all researches, research
11 contracts, tangible research properties or outputs with or without patent or
12 copyright protection, whether for commercial or non-commercial purpose,
13 undertaken using any university resource and including all technology transfer
14 arrangements.

15
16 (3) *Rights Covered* – These guidelines shall cover all types of intellectual
17 property rights enumerated under the Intellectual Property Code as follows:
18 copyright and related rights, trademarks and service marks, geographic
19 indications, industrial designs, patents, layout designs (topographies) of
20 integrated circuits, protection of undisclosed information.

21
22 (4) *Other Staff* – The intellectual property rights to all works created and
23 inventions conceived or reduced to practice of all non-academic and non-
24 research staff during office hours or with university resources regardless of
25 amount shall be owned by the university.

26
27 (5) *Other Intellectual Property Rights* - These guidelines do not comprehensively
28 cover guidelines for fair use of intellectual property rights owned by the
29 university, university personnel or third parties

30
31 **ARTICLE 2**
32 **GENERAL PRINCIPLES**

1 (1) The University subscribes to a policy of recognizing the traditional academic
2 practice of treating faculty members as copyright owners of works they create
3 independently and at their own initiative for traditional academic purposes
4 which includes teaching, research and extension work.

5
6 (2) The University encourages the faculty's full freedom in research and in the
7 publication of their results subject to the adequate performance of their other
8 academic duties;

9
10 (3) The University acknowledges that its efforts to generate income should be
11 (4) weighed against its principal responsibility to provide a favorable environment
12 to explore knowledge for the benefit of the public in general;

13
14 (4) The University accepts that in some cases, the recognition of intellectual
15 property rights of authors and inventors are effective ways to ensure
16 accountability and accessibility of knowledge and technologies.

17
18 **ARTICLE 3**
19 **RULES OF CONSTRUCTION**

20
21 Nothing in these rules shall be construed--

22
23 (1) To prevent the University administration from implementing rules relating to
24 the enforcement of academic standards such as plagiarism and dishonesty.

25
26 (2) To alter existing University policy affecting conflict of interest including
27 guidelines for outside teaching activities or practice of profession;

28
29 (3) To limit the University's ability to negotiate and to meet the obligation for
30 deliverables under any contract, grant, or other arrangements with third parties,
31 including sponsored research agreements, collaboration agreements, license
32 agreements and the like, if these terms are more beneficial to meet the purposes
33 and principles of these guidelines.

1
2 (4) To limit the interpretation of the Code of Ethics for Faculty as approved by
3 the Board of Regents in its 1129th meeting on February 25, 1999;

4
5 (5) To interfere with the discretion of editorial boards, textbook committees and
6 the like to publish works.

7
8 **ARTICLE 4**
9 **COPYRIGHT**

10
11 (1) *Works Covered* -- all literary, artistic and derivative works collectively
12 referred to in these guidelines as "works" as defined in sections 172 and 173 of
13 the Intellectual Property Code of the Philippines including course materials for
14 e-learning and distance education, regardless of format in which it was created
15 or produced, shall be covered by these rules on copyright.

16
17 (2) *Ownership of Copyright* --

18
19 (a) General Rule -- Copyright of all works shall remain with the creator
20 except as may be otherwise provided in these rules.

21
22 (b) When University Owns Copyright -- The University shall have
23 exclusive ownership over institutional works. Institutional works
24 include:

25
26 (i) works that are supported by a specific allocation of University
27 funds or other resources other than the usual salary and
28 resources made available to *every* faculty, student or staff;

29
30 (ii) works created at the direction and control of the University
31 through its officials or designates for the purpose of a specific
32 project or purpose;

1 (iii) works whose authorship cannot be attributed to one or a
2 discrete number of authors despite the application of processes
3 prescribed under these rules;

4
5 (iv) works whose authorship cannot be attributed to one or a
6 discrete number of authors because it is the result of
7 simultaneous or sequential contributions over time by multiple
8 authors;

9
10 (v) works created through substantial use of University resources
11 such as libraries, research facilities, buildings, utilities, equipment,
12 tools and apparatus, including services of its employees working
13 within the scope of their activities not for University purposes but
14 for the personal gain or advantage of the faculty, research staff or
15 student involved. There is a presumption of substantial use of
16 University resources if the work has in any way been done during
17 official work hours or within the premises of the University and is
18 related to unauthorized outside teaching or the practice of
19 profession without the requisite permission.

20
21 (3) *Disclosure and Assignment* -- In cases of institutional works, creators shall
22 disclose their existence and assign copyright over the work to the university in
23 accordance with these rules and the implementing rules that may be
24 promulgated by the Office of the President.

25
26 (4) *Waiver of Copyright Ownership by the University* --

27
28 (a) In case of institutional works and works of joint ownership with the
29 University, the University through its designated officials may waive
30 copyright in favor of the creator if all of the following conditions are met:

31
32 (i) the waiver would enhance the transfer of technology or improve the
33 access of the works by the public in general;

1
2 (ii) the waiver does not violate any existing contractual obligation
3 to third parties; and
4

5 (iii) the participation of the University in the work is acknowledged
6 by the creator in all publications of the work, whether local or
7 international.
8

9 (b) If the University is unable or has not decided to publish or exhibit the
10 works within one year from its disclosure, its copyright is automatically
11 waived in favor of the creator. The one-year period may also be waived
12 by the University at the request of the creator if the work is to be
13 published in a reputable international or local journal relevant to the
14 academic discipline to which the work belongs. The contribution of the
15 University shall be duly acknowledged in all publications or exhibitions
16 of the work.
17

18 (5) *Collaborative Works Among Institutions* -- Absent any contractual stipulation
19 to the contrary, if the work is the result of collaborative efforts between the
20 University, an outside entity and the creator/s, the copyright shall be jointly
21 owned by the university, the creators and the outside entity.
22

23 (6) *Determination of Authorship in Cases of Contributed Efforts* –
24

25 (a) In the case of works resulting from the contribution of efforts coming
26 from different persons, authorship, whether sole or collaborative, shall be
27 determined as follows:
28

29 (i) by stipulation in the research contract;
30

31 (ii) by application of the rules for joint, primary and sole
32 authorship as determined by a publication for which the work was
33 intended;
34

1
2 (iii) through alternative modes of dispute processing including
3 mediation and arbitration to be facilitated by the Vice Chancellor
4 for Academic Affairs, if the work originated from the efforts of
5 faculty, research staff and students in a single constituent
6 university, or by the Vice President for Academic Affairs if
7 otherwise.

8
9 (b) Only in the event of failure of any of these modes of dispute resolution
10 may a conflict pertaining to the authorship or copyright of a work be
11 referred for legal action.

12
13 **ARTICLE 5**
14 **PATENTS**

15
16 (1) *Inventions Covered* -- All inventions which may be or may relate to a product,
17 process, or an improvement of any of the foregoing, that is new, involves an
18 inventive step, is industrially applicable and potentially patentable, including
19 utility models and industrial designs referred to in these guidelines as
20 inventions, shall be covered by these rules on patent.

21
22 (2) *Right to Patent* -- Except as otherwise provided in these rules, rights to
23 patents shall belong to the inventors.

24
25 (3) *University Ownership of Patent* – The University shall own all patents to
26 commissioned invention. Commissioned inventions are:

27
28 (a) inventions that are supported by a specific allocation of University
29 funds or other University resources;

30
31 (b) inventions produced at the direction and control of the University in
32 pursuit of a specific project or purpose regardless of the source of
33 funding;

1
2 (c) works whose inventorship could not be attributed to one or a discrete
3 number of inventors despite the application of processes provided in
4 these rules;

5
6 (d) those that may be stipulated by contract as commissioned inventions.
7

8 (4) *Disclosure and Assignment* -- Creators of commissioned inventions should
9 disclose and assign the patent to these works to the University in accordance
10 with these rules and the implementing guidelines which may be promulgated by
11 the President of the University.
12

13 (5) *Inventions Funded by Outside Entities*
14

15 (a) In the event that funding for the research and creation of the
16 invention is sourced by the University, wholly or partially, from outside
17 entities, the University shall negotiate with the funding entity with
18 respect to the ownership of the invention, patent rights and royalty
19 sharing subject to confirmation by the Board of Regents. The agreement
20 shall bind all parties including the inventors.
21

22 (b) In default of a negotiated agreement, all patents to inventions the
23 research funds were sourced from or by the University shall be owned by
24 the University.
25

26 (6) *Required Assignment of Patent to the University*--Regardless of the source of
27 funding, patents to the following inventions shall be assigned to the University:
28

29 (a) those conceived or first reduced to practice by employees, faculty or
30 students in the university in the course of the performance of their
31 duties;
32
33

1 (b) those created through substantial use of University resources such as libraries,
2 research facilities, buildings, utilities, equipment, tools and apparatus, including
3 services of its employees working within the scope
4 of their employment.

5
6 (7) Waiver by University of Rights to Patent
7

8 (a) in the absence of existing contractual obligations to third parties, the
9 university may release patent rights to inventors if all the following
10 conditions are met--

11
12 (i) the University elects not to file a patent application and the
13 inventor is prepared to do so. It shall be presumed that the
14 University elects not to file a patent application if no application is
15 filed two years after the disclosure of the invention or from the
16 time the University is reasonably presumed to have known of its
17 existence;

18
19 (ii) the waiver would facilitate the transfer of technology or its
20 access to the general public; and

21
22 (iii) the equity of the situation clearly indicates that such release
23 should be given.

24
25 (b) No waiver shall be given unless there is a written commitment that no
26 further development of the invention shall be made involving the
27 financial support or resources of the University. Nor shall any waiver be
28 made in violation of any contractual obligation of the University.
29

30 (8) *Collaborative Efforts between Institutions* -- If the work is the result of
31 collaborative efforts of the University, an outside entity and the creator/s, the
32 copyright shall belong in joint ownership among the University, the creator/s
33 and the outside entity.

1
2 (9) *Inventions as a Result of Collaborative Efforts*
3

4 (a) The identification of inventorship, whether sole, primary or joint, shall
5 be determined as follows:

6
7 (i) by contractual stipulation;

8
9 (ii) by application of the rules and standards of a publication
10 primarily intended by the collaborative effort;

11
12 (iii) by alternative modes of dispute processing including mediation
13 and arbitration to be facilitated by the Vice Chancellor for
14 Academic Affairs if the persons contributing their efforts belong
15 only to one constituent university, or by the Vice President for
16 Academic Affairs if otherwise

17
18 (b) Only in the event of failure of any of these modes of dispute resolution
19 may a conflict pertaining to the inventorship or patent rights to an
20 invention referred for legal action.

21
22 **ARTICLE 6**

23 **OTHER INTELLECTUAL PROPERTY RIGHTS**
24

25 (1) *Trade and Service Marks* -- Trade and service marks are distinctive words or
26 graphic symbols identifying the sources, product, producer, or distributor of
27 goods or services. The University shall own trade or service marks relating to
28 goods or services distributed by the University. These include names and
29 symbols used by the University in conjunction with its computer programs or
30 University activities and events.
31
32

1 (2) *Proprietary Information* -- Proprietary information includes information
2 arising from work within the University. These also include processes which
3 may fall under the concept of "trade secrets".
4

5 (a) Proprietary information such as proposed terms of research
6 agreements including their financial arrangements shall be covered by
7 existing rules relating to the constitutional duty of a state university to
8 public disclosure;
9

10 (b) Research information and processes used for academic purposes shall
11 be presumptively considered part of the public domain and shall not be
12 considered as "trade secrets", except when anyone of the following is
13 present--
14

15 (i) The protection is necessary in order to pursue an academic
16 research project to its completion;
17

18 (ii) The information being protected is necessary in order to protect
19 intellectual property rights' of the University on an invention;
20

21 (iii) Upon the determination of the President, circumstances are
22 such that well defined interests of the general public will better be
23 protected by temporarily claiming legal protection of research
24 processes as "trade secrets".
25

26 (b) Tangible Research Property (TRP) or research results which are in a
27 tangible form (i.e. integrated circuit chips, computer software, biological
28 organisms, engineering prototypes) which can not be the subject of any
29 other kind of intellectual property protection are presumptively owned by
30 the university. In no case shall biological material in any form be the
31 subject of patents or any form of acquisition.
32

33 **ARTICLE 7**

COMMON PROVISIONS

(1) *Waivers and Authorities*

(a) Except in cases of failure to publish or failure to file an application for a patent, all waivers of ownership of intellectual property rights shall be confirmed by the Board of Regents upon recommendation by the President of the University. The President of the University is authorized to delegate her/his responsibilities to any of her/his Vice Presidents or to her/his Chancellor based on her/his own judgment of what will be efficient and effective for a given constituent university.

(b) The President or the Chancellors shall periodically report to the Board of Regents intellectual property rights owned by the University which are impliedly waived immediately upon their discovery.

(2) *Royalties --*

(a) In the absence of contractual stipulations to the contrary, royalties derived from copyrights, patents and other intellectual property rights of the University shall be shared as follows:

(i) One-third of net income shall be given to the University.

(ii) One-third of the net income shall be given to the Constituent University to which the author or inventor belongs. This is without prejudice to such policies or arrangements that the constituent university may have with respect to sharing its allocation of the net income with the department/s or unit/s from which the author or inventor originated.

(iii) One-third of net income shall be given to the author/s or inventor/s. Joint authors or inventors shall share equally from

1 this portion. Collaborating authors or inventors shall share in
2 accordance with the determination of their participation in the
3 authorship or invention as prescribed under these rules.
4

5 (b) Net income shall mean gross income less applicable taxes. All other
6 expenses such as administrative costs, filing fees, costs relating to the
7 production, distribution, advertising, maintenance and similar expenses
8 of the work or invention shall be for the account of the university and
9 shall be taken from its share in the royalty income. In the disposition of
10 any royalty income accruing to the university from copyrights or patents,
11 first consideration shall be given to support research activities.
12

13 (3) *Use of copyright, patents and other intellectual property rights of the*
14 *University* – Pursuant to its public function, the University shall not enter into
15 exclusive licensing arrangements. Nor shall the University enter into any kind
16 of contractual arrangement that would deter the public in general from having
17 reasonable access to the works or inventions.
18

19 (4) *University Contracts* –
20

21 (a) All contracts for research, regardless of source of funding, should
22 provide for the means for determination of authorship in accordance with
23 these rules.
24

25 (b) No allocation of research funds from the University shall be made in
26 cases of works to be produced by collaborative efforts until and unless
27 the provisions for ownership of intellectual property rights and
28 ownership of resulting tangible materials, including processes for settling
29 disputes on authorship or inventorships, shall be clearly provided in a
30 contract.
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32 **ARTICLE 8**

33 **TECHNOLOGY LICENSING OFFICE**

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(1) *Creation of the TLO* -- To implement these rules, a Technology Licensing Office (TLO) shall be set up under the Office of the Vice President for Development to spearhead the technology licensing activities of the University.

(2) *Composition of the TLO* -- The TLO shall be composed of a director, two licensing assistants (one for information technology and another for biotechnology), a programmer, filing coordinator and an accountant.

(3) *Functions of the TLO* – The TLO shall have the following functions:

(a) Supervise the disclosure of all works created and inventions conceived or first reduced to practice by all university personnel;

(b) Facilitate the execution of agreements, affidavits, applications, complaints and other documents relating to works and inventions necessary to facilitate the University's intellectual property rights;

(c) Coordinate with the appropriate legal office of the UP System or any of its constituent universities with respect to requests for the filing of cases to ensure the University's intellectual property rights;

(d) Register copyrights and patents with the Intellectual Property Office (IPO) on behalf of the University;

(e) Evaluate the commercial potential of the works and or inventions and negotiate contracts for the production, distribution and marketing;

(f) Monitor the progress of royalty payments;

(g) Review and settle disagreements that may arise from royalty distribution or sharing in accordance with the provisions of these guidelines;

1
2 (h) Negotiate with University personnel with respect to the development
3 of independently owned technologies after a determination of their
4 commercial potential for purposes of registration, licensing or joint
5 venture arrangements.

6
7 (i) Review and recommend, upon consultation with the appropriate units
8 of the constituent universities, appropriate intellectual property policies
9 for the University, including possible legislative initiatives in this area.

10
11 (j) Undertake activities in coordination with the constituent universities
12 such as workshops and symposia to familiarize UP personnel with these
13 guidelines as well as to continually solicit feedback on its directions and
14 implementation.

15
16 (4) *Requests for Assistance* -- The Vice President for Development through the
17 Chancellor may request assistance from any department or unit of the
18 university that can provide expert advice on any trade or discipline that will be
19 the subject of any patent application, litigation, evaluation of the commercial
20 value of the work or invention or any aspect of the work or the Technology
21 Licensing Office.

22
23 (5) *Relation to Other System Units*

24
25 (a) The Office of Legal Services of the UP System and the Legal Offices of
26 the constituent universities shall have sole jurisdiction to prosecute and
27 defend actions relating to the University's intellectual property rights.
28 Legal interpretations of the University General Counsel of constitutional,
29 statutory and university regulations shall be binding on the university
30 unless overturned by the President of the University or the Board of
31 Regents.

1 (b) The Office of the Vice President for Public Affairs shall continue to
2 have jurisdiction to lobby for or advocate any possible executive issuance
3 or legislation.
4

5 (5) *Relation to Constituent Universities* – The Technology Licensing Office (TLO)
6 serves as an assisting and coordinating unit for the constituent universities on
7 matters relating to intellectual property protection. Nothing in these guidelines
8 shall prevent a constituent university from performing the functions mentioned
9 in article 8 (3) subject only to system wide coordination.
10

11 **ARTICLE 9**
12 **ADDITIONAL PENALTIES**
13

14 Aside from penalties which may arise from the violation of any other law or
15 University policy or guideline, any persons found to have violated any of the
16 provisions of these guidelines shall suffer the following penalties:
17

18 (1) Ineligibility for research grants from the University or any of its affiliated
19 foundations for a period not to exceed five years;
20

21 (2) Automatic removal of research load credits and ineligibility to receive these
22 benefits for a period not to exceed five years;
23

24 (3) Removal from any university administrative position and disqualification for
25 any administrative position for a period not exceeding five years;
26

27 (4) Ineligibility for outside teaching activities or the privilege to practice
28 profession for a period not exceeding five years.
29

30 **ARTICLE 10**
31 **REPEALING CLAUSE**
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33

1 All other University policies inconsistent with these guidelines are repealed
2 accordingly.

3
4 **ARTICLE 11**
5 **EFFECTIVITY**
6

7 (1) *Conditions for Effectivity* -- These guidelines shall take effect after

8
9 (a) an extensive information and education campaign to be led by the
10 Office of the Vice President for Development in coordination with the
11 various system units and the Chancellors of the constituent universities,
12 which shall commence no later than the first Monday of the month from
13 the approval of these guidelines by the Board of Regents;

14
15 (b) the publication of these guidelines

16
17 (i) on the web page of the University of the Philippines System

18 (ii) on the University of the Philippines Gazette

19 (iii) on the Forum/ Newsletter or Collegian; and

20
21 (c) the deposit of the guidelines with the Office of the National
22 Administrative Register at the UP Law Center.

23
24 (2) *Effectivity* -- The University administration shall endeavor to make these
25 guidelines effective on _____.

26
27
28 Recommend by the Office of the Vice President for Development on _____.

29 Recommend by the Office of the President's Executive Staff on _____.

30
31 Recommended by the Office of the President on _____.

32
33
34 Approved by the Board of Regents during its _____ meeting, _____.

References
(other than constitutional, statutory provisions)

University of the Philippines Guidelines

- Policies, Rules and Regulations Governing Patentable and Copyrightable Works Produced by University Personnel, 982nd BOR, November 28, 1985
- Creation of the University Intellectual Property Office, 1109th BOR, May 29, 1997
- Creation of the Position of Technology Licensing Officer, 1144th BOR, August 31, 2000
- OVCRD, UP Diliman, Proposed Guidelines Governing Intellectual Property Rights for Research Projects and Undertakings Funded and/or sourced by the Office of the Vice Chancellor for Research and Development (2002?)

Other Universities

- Stanford University, Copyright Policy, Research Policy Handbook
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- Stanford University, Tangible Research Property
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