



Republic of the Philippines  
**OFFICE OF THE SECRETARY**  
Elliptical Road, Diliman  
1100 Quezon City

## MEMORANDUM CIRCULAR

No. 28

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**SUBJECT: INTELLECTUAL PROPERTY POLICY AND TECHNOLOGY TRANSFER  
PROTOCOL OF THE DEPARTMENT OF AGRICULTURE**

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### ARTICLE 1 POLICY STATEMENT

The Department of Agriculture (DA) is the principal government agency responsible for the promotion of agricultural development by providing the policy framework, public investments, and support services needed for domestic and export-oriented business enterprises. As part of its mandate, the DA provides priority in the conduct of multidisciplinary research for development (R4D) activities involving farmers, fisher folk and their organizations, and those engaged in food and non-food production and processing, including the private and public sectors.

The DA fully recognizes that science, technology and innovation are essential for national development and progress. It shall therefore, give priority to R4D, invention, innovation and their utilization. It shall also encourage the widest and most systematic participation of all stakeholders in policy-making related to science and technology, and in the generation, transfer, scaling and utilization of intellectual property (IP), especially for the benefit of the general public.

The DA shall facilitate the transfer and promote the utilization of IP for the national benefit and shall call upon all research and development institutions (RDIs) that perform government-funded R4D to take on technology transfer as their strategic mission and to effectively translate results of government-funded R4D into useful products and services that will redound to the benefit of Filipinos, notwithstanding the income generated from IP and technology transfer activities.

### ARTICLE 2 PURPOSE

In consonance with the Intellectual Property Code of the Philippines or Republic Act (RA) No. 8293 and the Philippine Technology Transfer Act of 2009 or RA No. 10055, and in order to maximize the utility of DA implemented and supported R4D activities, the DA shall adopt this Intellectual Property Policy and Technology Transfer Protocol.



The DA IP Policy and Technology Transfer Protocol shall guide the Department's offices in the implementation of their functions as government funding agencies (GFA) and RDIs, as well as their stakeholders. This IP Policy and Technology Transfer Protocol shall provide an enabling mechanism for IP protection, and facilitation of technology transfer and commercialization of outputs derived from DA's conducted and supported R4D activities that are geared towards public benefit and national interest.

It shall protect and secure the exclusive rights of creators to their works.

The DA shall establish the means to ensure greater public access to technologies and knowledge generated from government-funded R4D while enabling the management and protection of related IPs.

### **ARTICLE 3 DEFINITION OF TERMS**

"Attached agencies and corporations" shall refer to those entities which are not organic parts of the structure of a department, but which may be attached to it for operational and policy coordination; and which have separate budgets as provided for in the General Appropriations Act (GAA).

"Background IP" shall refer to IP developed by the Parties prior to the collaboration.

"Bureaus" shall refer to all bureaus under the DA.

"Collaborative Research" shall refer to a research project that is carried out by the DA and/or its bureaus, attached agencies and corporations, or regional field offices with any entity whether private or government, local or international.

"Commercialization" shall refer to any form of exploitation of IP, including assignment, licensing, and commercialization through a spinoff venture for which the IP owner receives payments or revenues in the form of royalty fees or other means in exchange for the use of such IP subject to terms and conditions in an agreement. (IPOP HL)

"Commissioned Research" shall refer to any R4D undertaken by a third party and contracted by the Department or the RDIs.

"Creator" shall refer to author/s, inventor/s, or maker/s who are involved in creating the IP. (IPOP HL)

"Department/Institution" shall refer to the DA.

"Direct sale" shall refer to RDI-to-company/individual selling of technology or IPR.

"Due Diligence" shall refer to the investigation conducted prior to any technology transfer arrangement to reasonably determine the prospective Technology Adopter's qualifications and capability to comply with the transfer or commercialization requirements.



"Enabler" shall refer to any employees and other individuals (i.e. assistants, computer technicians, technology transfer officers, etc.) who are listed in the work plan or office orders, who have indirectly contributed to the creation of IP by the creators mainly through the execution of standard tasks or following through on specific instructions but who may not be recognized themselves as an author, inventor, creator, or owner of the IP created.

"Enabling Disclosure" shall refer to a disclosure of an invention, in print and/or any other form or medium, in sufficient detail so as to enable a skilled person to copy or duplicate the invention.

"Foreground IP" shall refer to the IP generated during the course of a research project and is contemplated by the project itself.

"Government Funding Agency (GFA)" shall refer to any government agency or instrumentality, or government-owned and/or -controlled corporation that provides research grants and other technical and material support, from government appropriations and resources and those sourced from government-managed Official Development Assistance (ODA) funds.

"Intellectual Property Management Office (IPMO)" shall refer to the office established for the administration and organization of IP matters of the DA and its offices - including the management of the IP rights for all creative outputs and innovations resulting from the creative or research activities carried out by the employees.

"Invention/Technology Disclosure" shall refer to the act to be performed by researchers, inventors, or technology generators employed or affiliated with RDIs, in disclosing an invention or technology, including its specifications, potential for further development, and potential for utilization or commercialization. The disclosure shall be made in writing by the inventor or technology generator using a prescribed Invention Disclosure Form.

"Invention Disclosure Form" shall refer to the confidential standardized form within the RDI filled out by a scientist, researcher or engineer when he or she conceives of or thinks they have an invention, for use by an RDI's Intellectual Property Management Office (IPMO), or by an external patent agent, to determine whether patent protection should be sought for the described invention. This may form the basis for a patent, utility model or industrial design applications and includes as many details of the invention (how to make and use, prior art, etc.) as possible.

"IP Assignment" shall refer to the surrender of an IP right from the owner to the assignee.

"IP Licensing" shall refer to the process under which an IP rights holder grants the right to another person or entity to use an IP under agreed terms and conditions like royalty payment.

"IP Valuation" shall refer to a set of activities or particular methodology that determines the most probable, reliable and verifiable estimate of a future economic value or benefits of an IP or technology.

"Lead Creator/s" shall refer to the author, inventor, or maker who is primarily involved in creating the IP amounting to reduction of practice.

"Licensing" shall refer to the granting of a license or authority to a person or entity who has legal identity and personality to use the technology/IP/IPR under an agreement.



“Net Cumulative Return (NCR)” is the money received by an institution in relation to exploitation of the relevant IP minus payment of fees, royalties, tax, travel, production, development costs, legal fees, expenses of registration or other protection. (IPOP HL)

“Offices” shall refer to the Department of Agriculture’s bureaus, attached agencies, attached corporations, and regional field offices.

“Patent Claims” shall refer to the matter for which protection is sought. Each claim shall be clear and concise, and shall be supported by the descriptions, specifications, and drawings. It must point out and distinctly show the part, improvement, or combination which the applicant regards as his invention.

“Patent Drafting” shall refer to the process of preparing the 1) patent description, specifications, and drawings, and 2) claims. This is a creative and bespoke process where the inventor’s idea is turned into a document that is designed to ensure protection.

“Patent Information Search” shall refer to the iterative process of finding legal, technical, business, and policy-related information in patents. This includes information on enabling disclosure, scope of the patent right, inventor and assignees.

“Personnel” shall refer to employees, researchers, officers, and administrative staff of the DA and its RDIs.

“Prejudicial Disclosure” shall refer to the disclosure of information that would enable a skilled person to make and use the invention before the twelve months preceding the filing date or the priority date of the application.

“Premature Disclosure” shall refer to the release of information on an IP to the public before the appropriate protection is secured.

“Prior Art Search” shall refer to an organized review of prior art materials available from public and other sources such as publication, database, etc. to assess patentability.

“Prosecution” refers to the process of seeking a formal IP protection (usually a patent or other registration-based protection) which includes convincing the Examiner to allow a grant, in compliance with the procedural aspects of IPOP HL leading to either a rejection or a grant of a right.

“Receiving Office” shall refer to the regional office of the Department of Science and Technology (DOST) which receives the requests for a Fairness Opinion Report (FOR).

“Reduction to Practice” with respect to invention, this involves the critical processes from conceiving the invention, building the working or actual invention or the essential features or technical functions of the invention, constructing or describing the relevant claims of the invention, up to the filing of the patent. With respect to creative works, this involves the processes from conceiving the idea, the formulation, testing, execution of methodologies, down to the development of the product or creative output. (IPOP HL)

“Regional Field Offices (RFOs)” shall refer to the Regional Field Offices of the Department of Agriculture.



“Regular Duties” shall refer to the official duties or functions of the officer, employee, or service provider as spelled out in their job descriptions relative to their employment with the RDI, or as may be so specified in their official designations. (IPOP HL)

“Research Agreement (RA)” shall refer to a contract entered into by the RDIs and researchers, including the agreements between the RDI and collaborating RDIs and other entities, government or private, local or international.

“Research Funding Agreement (RFA)” shall refer to a contract entered into by and among the GFA and other funding agencies and the RDI. It governs ownership of IP, duties and responsibilities of GFAs and RDIs, technology disclosure, exclusivity of the license, use for commercialization, establishment of spin-off firms, technologies for research use, and sharing of income and benefits from technology commercialization.

“Research and Development Institutions (RDIs)” shall refer to a public or private organization, association, partnership, joint venture, higher education institution or corporation that performs R4D activities and is duly registered and/or licensed to do business in the Philippines, or otherwise with legal personality in the Philippines. In the case of private RDIs, they shall be owned solely by the citizens of the Philippines or corporations or associations at least sixty percent of the capital of which is owned by such citizens. This does not include RDIs covered by international bilateral or multilateral agreements.

“Revenue” shall refer to all monetary and non-monetary benefits derived as a result of the development, production, transfer, use and/or commercialization of IPRs, including income from assignments, and royalties from licenses.

“Search Report” shall refer to a report containing a list of prior art references that are deemed material to the patentability of a claimed invention. This is drawn up on the basis of the claims, description, and the drawings, if there is any.

“Serendipitous IP” shall refer to an IP generated incidentally, in the course of the collaborative undertaking or agreement, entered into by an institution with another party, company, or organization whether local or international. Such IP, which was not part of the contemplation of the agreement, shall be owned by the institution, except if otherwise explicitly articulated in the same agreement. (IPOP HL)

“Service Providers” shall include all personnel under a contract of service such as, but not limited to, consultants, administrative staff, guards, cleaning staff and all those contracted by institution to deliver a specific service or product.

“Spin-off firm” shall refer to a juridical entity that is an independent business technology taker with a separate legal personality from the GFA, RDI and researcher created through the initiative of the researcher-employee who generated the technology. (Sec. 4(m), RA No. 10055)

“Sponsored Research/Externally Funded Research” shall refer to any R4D undertaking by the RDIs funded by an external partner or institution whether local or international, government or non-government entities, whereby the grant of such funds are made subject to certain conditions or agreements between RDIs and the funding institution, but subservient to Article 7, Section 1.1.



“Substantial Use of Resources” shall refer to the use of resources and properties of the institution which are not commonly available to the public. Moreover, use of institution’s resources shall be considered substantial if any of the following conditions are present:

- a) Use of institution’s resources is important for the creation of the IP;
- b) Resources used would cost an officer or employee X pesos if paid out of pocket; and
- c) If the officer or the employee is using committed or official time of the institution.

“Stakeholders” shall refer to any collaborators including farmers, fisher folks, and students who shall be covered by this policy

“Technical assistance” shall refer to the assistance provided by the RDI in terms of training or capability building and other activities, including but not limited to, plant setup or debugging and start-up operation, equipment setup or upgrading and test run, which shall be the subject of a Technical Assistance/Service Contract or Memorandum of Agreement (MOA).

“Technical services” shall refer to the services rendered in relation to the demonstration or advice on manufacturing and other operations, which shall be covered by a Technical Assistance/Service Contract or included in the guidelines for the implementation of the contract or MOA, training and other technical services, whichever is applicable.

“Technology” shall refer to any knowledge, product, process, tool, or equipment generated by the DA or its RDIs.

“Technology business incubation/Technology-based enterprise” shall refer to a facility that provides business start-ups with business development services and initial office space to help the would-be technology adopter get its business established and market-ready.

“Technology demonstration/training” shall refer to showcasing the technology particularly its performance and testing for feasibility and applicability in other situations, products, or processes.

“Technology Readiness Level” shall refer to the tool used to measure the maturity level of a technology or product, usually on a scale of 1–9.

“Work/s” shall refer to any IP created by any officer, employee, or service provider in the course of their employment or engagement with the institution.

#### **ARTICLE 4**

#### **SCOPE AND COVERAGE OF THE POLICY**

**Section 1. DA as GFA and/or RDI.** The DA and its offices may perform the role of GFA and/or RDI. As a GFA, it shall provide R4D grants and other technical and material support from government appropriations and resources and those sourced from government-managed ODA funds. As an RDI, it shall conduct R4D activities.

The offices that primarily perform the role of GFA such as the DA-Bureau of Agricultural Research (DA-BAR), and other institutions that may be categorized as such.



The following offices primarily perform the role of RDI:

- 1) Bureau of Animal Industry (BAI),
- 2) Bureau of Agriculture and Fisheries Standards (BAFS),
- 3) Bureau of Fisheries and Aquatic Resources (BFAR),
- 4) Bureau of Plant Industry (BPI),
- 5) Bureau of Soils and Water Management (BSWM),
- 6) National Fisheries Research and Development Institute (NFRDI),
- 7) Philippine Carabao Center (PCC),
- 8) Philippine Center for Postharvest Development and Mechanization (PHilMech),
- 9) Philippine Fiber Industry Development Authority (PhilFIDA),
- 10) Philippine Rubber Research Institute (PRRI),
- 11) National Food Authority (NFA),
- 12) Philippine Coconut Authority (PCA),
- 13) Philippine Rice Research Institute (PhilRice),
- 14) DA-Regional Field Offices (CAR, I, II III, IV-A, IV-B, V, VI, VII, VIII, IX, X, XI, XII, XIII, BARMM)

In certain cases, an RDI may grant research funding, in which case the said RDI may also be considered as GFA.

**Section 2. DA as Parent Agency.** The DA, through the Office of the Secretary (OSEC), performs the role of a Parent Agency that exercises control and supervision over its offices functioning as GFA and/or RDI.

**Section 3. Agencies and Personnel Covered.**

- 3.1. All DA offices performing the functions of GFA and/or RDI as defined in this Article;
- 3.2. All DA personnel undertaking research and/or creative activities pursuant to any program, project, grant, or contract and all those involved in providing research grants, and other technical and material support under the auspices of the DA system; and
- 3.3. All other institutions, research personnel, and stakeholders, regardless of employment status, that implement DA-funded R4D.

**Section 4. Rights Covered.** This Policy shall cover all types of IPRs recognized under Philippine laws, such as, but not limited to the amended RA No. 8293, and the Philippine Plant Variety Protection Act of 2002 (RA No. 9168) and international laws and treaties, such as the Trade Related Aspects of Intellectual Property Rights (TRIPS) Agreement under the World Trade Organization (WTO).

**Section 5. Matters Covered.** This Policy shall cover all research, innovation and/or creative activities, tangible research properties, whether for commercial or non-commercial purpose, supported by DA funds or undertaken by its offices, funded by an external partner or institution whether local or international, government or non-government entities, and including all technology transfer agreements.



## ARTICLE 5 GOVERNANCE AND OPERATION

**Section 1. Establishment of the Intellectual Property Management Office (IPMO).** The IPMO, or its equivalent, shall be established for the administration and organization of intellectual property matters of the DA and its offices - including the management of the IP rights for all creative outputs and innovations resulting from the creative or research activities carried out by the employees.

Likewise, the IPMO shall ensure and manage all activities leading to the protection and commercialization of the DA and its offices' IP portfolios.

**Section 2. Nature and Functions of IPMO.** The IPMO may likewise provide IP search, IP drafting, IP valuation, and/or IP management services to external clients (i.e. government institutions, private businesses or companies, or individual IP creators, etc.) subject to pre-arranged payment terms.

Specifically, the IPMO shall perform the following functions:

### 2.1. Creation

- 2.1.1 Receive copyright disclosures/invention disclosures and search reports from concerned researchers.
- 2.1.2. Perform prior art search and/or patent information search to validate the report made by the IP creators within 20 days from receipt of the disclosure and search report.
- 2.1.3. Assign a reference code for every IP disclosed or submitted to IPMO and maintain a digital database to keep an inventory of all IP assets.
- 2.1.4. If the IP is found to be protectable/patentable, prepare the description of the copyright/IP, or draft the specifications of the patent together with the IP creators concerned.
- 2.1.5. Write recommendation to the Agency Head for the immediate filing of appropriate IP protection, five days after writing the copyright/IP description, or drafting the claims of the patent.
- 2.1.6. If the IP is not protectable/patentable, advise promptly the IP creators concerned on the next viable course of action.
- 2.1.7. Manage the entire prosecution process of every IP filed for protection.
- 2.1.8. Conduct periodic IP audits.
- 2.1.9. Conduct IP awareness/IP education activities to the university/institution constituents, service community, industry, and other stakeholders.

### 2.2 Protection

- 2.2.1. Upon approval by the Agency Head, immediately file the IP for protection (preferably within 10 days from receipt of notice of approval).
- 2.2.2. Keep track of the entire prosecution process from filing of the IP and responding to examiner's actions to the granting of the IP right.
- 2.2.3. Record progress of the prosecution process into the digital database using the reference code for each IP type.
- 2.2.4. Update the IP creators concerned of any progress in the prosecution process.



- 2.2.5. Manage the maintenance of all IP assets already granted protection (i.e. for patents, payment of annuity fees; for trademark, date of renewal and declaration of actual use (DAU), etc.).
- 2.2.6. Keep a record of the Certificates of Copyright Deposit, Letters Patent, Registrability Reports, or Trademark Registrations.
- 2.2.7. Keep track of the remaining life years of all protected IP assets.
- 2.2.8. See to the international protection of creative or innovative products (i.e. for patents, through the Patent Cooperation Treaty; for trademarks, through the Madrid Protocol).

## **2.3. Utilization/Commercialization**

### **2.3.1. IP Assessment**

- 2.3.1.1. Perform technology analysis to determine the IP's readiness for commercialization using various assessment tools (i.e. NASA's Technology Readiness Level; Quad Analysis; Technology Scoring Tool, Business Model Canvass, etc.).
- 2.3.1.2. Perform assessment of IP readiness for market launch using various tools (i.e. Market Assessment Tool; Investment Readiness Level; Community Readiness Level, etc.)

### **2.3.2. Assessment of Most Viable Commercialization or Extension Mode**

- 2.3.2.1. Assess which mode of commercialization (i.e. licensing; joint venture, etc.) is most suitable for the IP asset (i.e. using Path Decision Making Factor or other tools of assessment).
- 2.3.2.2. If licensing is the chosen mode, draft the licensing agreement together with the IP creators concerned.
- 2.3.2.3. Scout for potential licensees and prepare portfolio briefs.
- 2.3.2.4. If spinoff, prepare the business plan together with the IP creators concerned.
- 2.3.2.5. Prepare innovation briefs /portfolio profile together with the IP creators concerned.

### **2.3.3. IP Valuation**

- 2.3.3.1. Determine the potential value of the IP to be commercialized using the most appropriate asset valuation tools (i.e. cost, income, market, relief from royalty, multiple excess earning method, etc.)
- 2.3.3.2. Prepare the valuation report to be used as a basis for licensing negotiations and drafting the licensing contract.

### **2.3.4. Revenue Management**

- 2.3.4.1. Manage revenue cash flows from all commercialized IP assets.
- 2.3.4.2. In collaboration with the accounting office, keep a financial statement for periodic revenue streams per IP asset.
- 2.3.4.3. See to the prompt release of the appropriate revenue shares to the rightful recipients (i.e. IP/Lead creator; enabler; others) based on net cumulative returns.

## **2.4. Administrative**

- 2.4.1. Submit annual reports to the Department of Agriculture - National Intellectual Property and Technology Transfer Committee on the status among others, of license granted and or pending applications.



**Section 3. IPMO Staffing Pattern.** To be able to effectively and efficiently perform its multi-layered functions, the IPMO shall be strengthened with the following staff complement:

3.1. Director/Manager/Chief of Staff shall direct the operations of the IPMO and supervise the functions and work outputs of the staff.

3.2. Intellectual Property Agent/Patent Agent shall perform search reports and draft patent specifications together with the IP creators concerned.

3.3. Intellectual Property Valuator shall be responsible for determining the potential value of an IP asset. Together with the IP creators concerned, he/she shall gather industry or market data and capture market information on current valuation standards. He/She shall also prepare the quantitative valuation reports and provide advice on commercialization ventures of the university/institution.

3.4. Business Development Specialist shall be responsible for spotting opportunities for business growth and leveraging feasible marketing strategies. He/She shall assess business processes and financials, implement business plans, and establish effective networks with potential partners in the industry.

3.5. Marketing and Communications Specialist shall be responsible for operationalizing a creative, targeted, and credible messaging strategy to the intended publics of IPMO's operations and business goals. He/She shall ensure a sustained social media awareness of the IPMO by generating steady website and social media interactions with partners, potential clients, and stakeholders. Together with concerned IP creators, he/she shall write innovation briefs or IP packaging materials.

3.6. Information Technology Specialist shall provide technical support and services pertaining to web resources and shall manage and administer IPMO's IP digital database. Whenever necessary, he/she shall also be able to manage the interlinking of IPMO's database with other existing networks based locally or internationally. He/She shall keep a record of all IP disclosures made to the IPMO. He/She shall likewise keep a cohesive financial data sheet of all revenue streams from commercialized IP assets.

3.7. Administrative Support Specialist shall be responsible for the safekeeping of important office documents, managing office information flow, attending to clients, drafting communications, and sending or receiving emails or similar types of correspondence.

3.8. Legal Consultant shall provide legal advice to the IPMO with regard specifically to business plans, licensing agreements, or commercialization deals to be entered into by the university/institution. He/She shall likewise review licensing contracts, spinoff/startup agreements, IP assignments, and other similar ventures to be undertaken by the IPMO as to their legal implications and/or compliance with relevant laws, and how such contracts or agreements may be beneficial to the business interest of the university/institution.



These staff shall be proposed to occupy a permanent plantilla position within the respective offices. They shall be steadily capacitated relevant to the abovementioned functions of the office. DA offices shall prioritize funding allocation for the operations of the IPMO. For the meantime, they shall perform the specific function by designation. Hiring of Contract of Service (COS) shall be done within three months within the promulgation of this IP policy.

**Section 4. Creation of the Department of Agriculture National Intellectual Property and Technology Transfer Committee (DA NIPTTC).** A National Intellectual Property and Technology Transfer Committee is hereby created. The Committee shall be composed of the following:

Chairperson:	Secretary, Department of Agriculture
Vice Chairperson:	Undersecretary(ies) in charge for Research for Development and/or Policy and Planning
Members:	Directors of DA Regional Field Offices, Bureaus and Attached Agencies

The DA NIPTTC shall have the following functions:

1. Provide the Executive and the Legislative with policy and legislative proposals on IP laws, technology transfer laws and ensuring that these are in compliance with the country's existing international obligations embodied in treaties and other agreements;
2. Oversee the creation of the IPMO in each of the offices;
3. Ensure that each IPMO shall be staffed;
4. Provide adequate resources to strengthen the capacity of IPMO in IP management, valuation, and commercialization; and
5. Oversee the administration of funds and revenue generated by the RDIs.

**Section 5. Creation of the DA NIPTTC Secretariat.** The Secretariat shall be chaired by the Director of the Bureau of Agricultural Research with members composed of key officials and staff from concerned DA Offices.

The Secretariat shall have the following functions:

1. Provide technical and administrative support during meetings, including preparing, circulating and keeping the formal records such as the Official Minutes of the Meetings and other correspondence;
2. Maintain a database and consolidate information and reports from offices covered by this IP Policy and Technology Transfer Protocol;
3. Collect reports from the IPMO and post copies to the website of DA for access of the general public; and
4. Perform other duties necessary for the effective and efficient operations of the Committee.



## ARTICLE 6 IP CREATION AND PROTECTION

All research personnel of RDIs shall have the duty to undertake basic and applied scientific research that will result in the creation of technologies that can provide technical solutions to agricultural problems.

### **Section 1. *Prior Art Search and Patent Information Search***

1.1. All RDIs shall direct all their IP creators, before commencing any research activity, whether sponsored or externally funded, to conduct extensive prior art search, patent information search, and patent analytics or patent mapping using various patent search tools (i.e. that of Clarivate Analytics). Such prior art search, patent information search, and patent analytics shall be done to:

- 1.1.1. Avoid reinventing the wheel whereby the research could be geared at producing unique and inventive technologies;
- 1.1.2. Ensure the high commerciability or the added value of the resulting technology;
- 1.1.3. Determine which fields of technology are already crowded or saturated;
- 1.1.4. Conduct high quality research designed to produce technology of high impact solutions that will address the needs of the target industries; and
- 1.1.5. Optimize use of resources by conducting researches designed to create technologies that will address the needs of the agricultural industry sector.

1.2. The proof of search report shall be submitted to RDI's IPMO to conduct validity search. In the event that RDIs do not have available personnel capable of performing extensive prior art and patent information search activities, they shall:

- 1.2.1. Consult an expert to perform such task; and
- 1.2.2. Develop a pool of highly competent patent searchers, patent analysts and/or patent mappers.

**Section 2. *Invention Disclosure.*** The IP creator employed or affiliated with RDIs shall disclose to the IPMO within fifteen days upon discovery of the patentable subject matter. The immediate disclosure shall be made following the procedure described under Article 9 of this policy.

### **Section 3. *Premature Disclosure***

3.1. All RDIs shall avoid any activities that will lead to, or result in, a premature disclosure of the patent. Such activities may be any or all of the following:

- 3.1.1. Public disclosure of the resulting patent through immediate publication in a journal;
- 3.1.2. Presentation in public forums, technology exhibits, and/or presentation of the patent before a research panel or evaluation committee; and
- 3.1.3. Enabling disclosure where vital or critical information about the patent are divulged for public consumption.



3.2. In case of disclosure pending protection of the patent will be necessary, RDIs shall ensure the use of mechanisms that will preclude, or otherwise regulate or manage, the sharing or disclosure of information, such as by having all concerned parties sign a Non-Disclosure Agreement or a Confidentiality Agreement.

#### **Section 4. IP Prosecution**

4.1. All RDIs shall ensure the protection or secure the exclusive rights for all their IP assets, and shoulder all expenses related to the prosecution of the IP.

4.2. When a research activity results in a protectable technology, RDIs, through their IPMO, shall:

4.2.1 Immediately secure local patent protection of such technology by registering the same with the Intellectual Property Office of the Philippines (IPOPHL);

4.2.2. Whenever feasible, apply immediately for international patent protection for the same technology via the Patent Cooperation Treaty route (PCT); and

4.2.3. Scout for any available assistance (patent drafting or filing) for local and international patent protection (i.e. the Inventor Assistance Program of the World Intellectual Property Organization (WIPO) through the IPOPHL).

4.3. Using an Invention Disclosure Form, researchers shall immediately disclose potential inventions to IPMO who will then assess the merits of the technology for patent protection. For invention, IPMO shall assess the technology as to novelty, inventiveness, and industrial applicability.

#### **Section 5. Drafting the Claims of the Patent**

5.1. All IPMO shall meticulously draft the specifications of the patent, or the scope of the claims of the invention, highlighting the novelty, inventiveness, and industrial applicability of the same. In the event IPMO does not have available personnel with the technical expertise to draft the patent claims, it shall tap the assistance of a patent attorney, or a professional patent agent rigorously trained in the rudiments of patent drafting. IPMO shall eventually develop an internal pool of highly skilled patent drafters.

5.2. Once patent protection is granted, or exclusive rights to the IP are secured, IPMO shall design a workable business plan, or commercialization map, to utilize the IP, or to bring the same to its intended users, adapters, manufacturers, or appropriate market through the various platforms of commercialization.

### **ARTICLE 7 RESEARCH CONTRACT**

#### **Section 1. Sponsored or Collaborative Research**

1.1. All conditions in the Research Funding Agreement (RFA) that RDIs will execute with the sponsor or collaborator shall be consistent with all provisions in this IP Policy and Technology Transfer Protocol, and with all relevant provisions of laws and regulations of the Philippines. RDIs shall not enter into any research collaboration or agreement which contains conditions that are contrary to, or that violate, or that will have the effect of negating any provisions of this IP Policy and Technology Transfer Protocol, and of any provisions of relevant laws of the Philippines.



1.2. When the research undertaking covers a technology involving a background IP, the RDI shall ensure that a written authorization is secured from the owner prior to the execution of the RFA/Research Agreement (RA) with the GFA or any other entity.

## **ARTICLE 8**

### **OWNERSHIP OF IP AND RIGHTS OF USE**

#### **Section 1. *Ownership of IP***

1.1 In recognition of the fact that agencies involved in R4D are in a better position to identify the social and economic potentials and can better utilize the IPs and IPRs generated from their activities, the law provides that these agencies are given ownership of these IPs and IPRs. As such, IPs and IPRs, including serendipitous IPs derived and generated from R4D activities funded by the government, whether such funding is in whole or in part, shall, in general, be vested in the RDI that actually performed the activities, except the following:

- 1.1.1. In case of failure of the RDI to disclose potential IPRs to the GFA, whereupon the GFA shall assume the rights to the potential IPR;
- 1.1.2. In case of failure of the RDI to initiate the protection of potential IPRs within a reasonable time from confidential disclosure to the GFA, which shall in no case exceed three months from public disclosure, whereupon the GFA shall assume the rights to the potential IPR; and
- 1.1.3. In case the RDI ceases to become a Filipino corporation as defined in Article I, Section 4(i) of the R.A. No. 10055.

1.2 All IPs generated from research conducted by any personnel of the RDI shall be owned by the RDIs under any of the following conditions:

- 1.2.1. If the IP was generated as part of or pursuant to the regular duties of the employee;
- 1.2.2. If the IP was generated using the funds of the RDI including substantial use of the institution's resources; and
- 1.2.3. If the IP was generated through funds from any entity coursed through the RDI.

#### **Section 2. *Classification of Ownership***

2.1. Ownership of IPs and IPRs and Sharing of Revenues Derived from Work Jointly Done by Two or More RDIs

- 2.1.1. IPs and IPRs generated from complementing activities of two or more DA agencies as RDIs and funded from their own budgets shall be jointly owned by them and any revenues generated shall be shared in a manner agreed upon by them in a RFA/RA or, if none, equally among themselves; and
- 2.1.2. In case of collaborative research where two or more RDIs conducted the activity using government funds, the concerned RDIs shall own the IPRs jointly or in a manner otherwise stipulated in the RFA/RA.

2.2. Ownership of IPs and IPRs and Sharing of Revenues Derived from Work supported by Multiple Funding Agencies



- 2.2.1. Where funding is from DA and other funding agency/ies, the RFA shall determine ownership of IP and sharing of revenues derived therefrom;
- 2.2.2. In case of funding from ODA, whether in full or in part, the terms and conditions of ODA shall be considered in crafting the necessary RFA; and
- 2.2.3. The provisions of this IP policy shall also be observed in all bilateral/multilateral R4D agreements.

**Section 3. Recovery of Ownership by an RDI.** The GFA shall allow the RDI to recover the IP and IPR without prejudice to existing contractual obligations and negotiations on any of the following instances:

- 3.1. That there is a viable commercialization taker for the IP as identified by the RDI. The interested commercialization taker shall submit a letter of intent to the DA and the GFA which shall also be endorsed by the RDI; or
- 3.2. That the IP or IPR is an integral part of a portfolio of technologies owned and managed by the RDI.

The GFA may require the RDI to reimburse the expenses incurred in pursuing protection and commercialization of the IP being recovered.

**Section 4. Ownership of IP created by Non-employees.** Any IPs generated from research conducted by any visiting researchers of the RDI shall be owned by the RDIs under any of the following conditions:

- 4.1. If the IP was generated using the funds of the RDI including substantial use of the institution's resources; and
- 4.2. If the IP was generated through funds from any entity coursed through the RDI.

**Section 5. Ownership of IP created by Students.** Any IPs generated by students collaborating with the RDI shall be owned by the RDI under the following conditions:

- 5.1. If the IP was generated using the funds of the RDI including substantial use of the institution's resources; and
- 5.2. If the IP was generated through funds from any entity coursed through the RDI.

**Section 6.** All R4D outputs generated by DA offices, that will be used by other DA offices as part of their extension mandate, shall be exempted from payment of fees such as royalties, provided that a formal request is made to seek the approval of the DA office who developed the technology.

## ARTICLE 9 INVENTION DISCLOSURE

- 9.1. The researcher(s) shall promptly identify and disclose the IP generated from the R4D to the Head of the RDI by submitting an IDF, which shall include, but not limited to, the following information:
  - 9.1.1 Title of Technology or Invention
  - 9.1.2 Complete Names of Researchers/Inventors (directly involved in the R&D)
  - 9.1.3 Brief Overview of the Technology or Invention



- 9.1.4 Technical Description of the Technology or Invention, with Details and Supporting Information
- 9.1.5 Prior Findings, Methods, Devices or Developments
- 9.1.6 Sponsorship/ Other Collaborations

The IPMO shall assign a case number for tracking and monitoring purposes. The IPMO shall determine and recommend to the RDI the method of IP protection.

- 9.2. The RDI shall make a confidential disclosure of IPs and/or potential IPRs to the Head of the Government Funding Agency (GFA), if the R4D project is funded by the GFA, and/or the DA NIPTTC, for GAA-funded projects, within thirty calendar days from the date of confidential disclosure by the researcher(s) to the RDI.
- 9.3. Upon the decision and notification of the RDI and GFA, the RDI, through its IPMO or patent personnel concerned, shall assist the IP creator(s) in the preparation of the documents for the filing of the application for IP protection with the duly authorized entities, such as the IPOPHL.
- 9.4. No premature disclosure about the IP shall be made which would constitute an enabling disclosure and cause prejudice to its full protection. In the event that a premature disclosure is made, an IP application shall be filed preferably within thirty days but not to exceed forty days from the date of such disclosure.
- 9.5. Confidentiality agreements containing provisions on maintaining and protecting the confidentiality of proprietary information shall be executed with the individuals or entities concerned, such as the RDI, research staff, and the GFA and their staff, at the onset of the R4D project or activities when confidential information may be disclosed or acquired.
- 9.6. The RDI shall notify the GFA, if the R4D project is funded by the GFA, and/or DA NIPTTC, if funded thru GAA, of the filing of IP application, within a period of three months from the date of filing, and shall report annually on the progress of said application.
- 9.7. The RDI shall inform the GFA and/or DA NIPTTC within six months from the effectivity of this Circular of all IP applications, licenses and assignments made. The RDI shall likewise report annually on the progress of IP and/or IPR commercialization efforts and of all technology transfer agreements entered into, and submit annual intellectual property management reports.
- 9.8. In case of joint funding, where research is partly funded by DA and by other entities in part, the RDI shall submit to DA NIPTTC and the GFA complete copies of the agreement(s) executed among the parties.
- 9.9. The RDI shall inform in writing the GFA, if the R4D project is funded by the GFA, and/or DA NIPTTC, if funded thru GAA, if the RDI, in its judgment, believes that an IP should be protected solely as undisclosed information or trade secret, and if the GFA and/or DA NIPTTC, after review, recognize the same, it may not obligate the RDI to file any application for IP protection. The RDI shall submit regular reports on the IP protected as undisclosed information as required by the GFA and/or DA NIPTTC. Nonpatentable assets and know-how may be licensed as trade secret.



- 9.10. With respect to biodiversity, genetic resources or materials associated with traditional knowledge, and indigenous knowledge, systems and practices, the rules on disclosure for the protection of their IPs, as stated in Section 3, Rule 12 of R. A. No. 10055, shall govern.

## ARTICLE 10 UTILIZATION OF IP

RDI shall be entitled to assign rights or grant licenses, whether exclusive or not, in respect of the IPs for such periods as it shall deem fit, or make other arrangements relating to such IP as it may deem appropriate in order to facilitate the communication of information for public good.

RDI shall be entitled to approach, negotiate and enter into any binding agreement with any third party on such terms and conditions as institution, being the legal and beneficial owner of the IP, shall in its sole and absolute discretion deem fit.

### **Section 1. *Identification of Potential Technologies/IPs/IPRs for Transfer or Commercialization***

- 1.1. The RDI shall constitute a review committee represented by technology experts/researchers from the different divisions and, if possible, representatives from relevant sectors/industry. With the assistance of the IPMO, they shall conduct an assessment to review and evaluate technologies/IP/IPRs for transfer and commercialization.
- 1.2. The IPMO, in coordination with the IP creator, shall facilitate the commercialization of various technologies /IPs/IPRs developed by the RDI from government-funded R4D projects. The IP creator shall provide the IPMO with the list of technologies/IPs/IPRs ready for transfer or commercialization, including relevant information/documents, such as, but not limited to:
- 1.2.1 Technical or terminal reports, consisting of manufacturing process or operations, materials and equipment requirements or specifications, quality control parameters, utilities or power requirements, product quality specifications and test procedures, and others;
  - 1.2.2 Invention disclosure documents;
  - 1.2.3 Design and/or diagrams or blueprints of equipment; and
  - 1.2.4 Plant design or layout.

The IPMO shall use the above information/documents to prepare various marketing or promotional tools or kits, where applicable, without compromising the full protection of the IPs/IPRs, for the dissemination, transfer or commercialization of developed technologies/IPs/IPRs.

**Section 2. *Technology Transfer Modes.*** The IPMO shall assess and recommend the appropriate mode of technology transfer. The IPMO must ensure that a Non Disclosure Agreement has been executed by concerned parties for every transaction undertaken. Each RDI shall prepare appropriate agreements/documents and detailed processes, depending on the technology transfer mode identified, but must do so in accordance with the following process:



**2.1. Licensing/Direct Sale.** The RDI, through the IPMO, shall prepare a Licensing Agreement or other appropriate agreement:

**2.1.1. Letter of Intent**

2.1.1.1 The requesting party or prospective Technology Adopter shall submit Letter of Intent to the Head of the RDI; and

2.1.1.2. The RDI Head shall refer the Letter of Intent to the IPMO which, in coordination with concerned researcher(s) or R4D division, shall respond to the Letter of Intent by providing the necessary information, requirements, and reference materials, such as brochures and Technology Package, if necessary.

**2.2.1. Consultative Meetings/Negotiations**

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

2.2.1.2. Consultative meetings or negotiations shall take place as agreed upon;

2.2.1.3. The prospective Technology Adopter shall submit documents, such as company profile, technical data, available resources, cost of utilities, project proposal (optional), and other pertinent documents;

2.2.1.4. The RDI, through the IPMO, shall furnish the prospective Technology Adopter with the basic information on the technology (product, process, technology cost) and possible arrangement/Terms of Reference (TOR) for the licensing or transfer agreement; and

2.2.1.5 The RDI and prospective Technology Adopter shall sign a confidentiality agreement, which is executed when confidential information may have been disclosed during the discussions or negotiations.

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

2.3.1.1. The RDI technical staff shall conduct ocular inspection or TNA, if necessary, to validate or match technology needs based on existing resources; and,

2.3.1.2. The RDI technical staff shall provide the prospective Technology Adopter with the report on the findings of the ocular inspection or TNA.

**2.3.1.3. Preparation of the Draft Agreement**

2.3.1.3.1. The RDI, through the IPMO, shall prepare a draft of the licensing agreement, or a Technical Service Contract, or any other agreement, as the case may be, to suit the technology transfer scheme; and

2.3.1.3.2. The RDI, through the IPMO, shall present the agreement to the prospective Technology Adopter for review prior to finalization.



- 2.3.1.4. Secure Fairness Opinion Report (FOR). The procedure for securing FOR is detailed in Article 10, Section 3. The draft Technology Licensing Agreement shall be submitted to IPOPHL for review and for the issuance of Certificate of Compliance (CoC) or Certificate of Registration (CoR), whichever is applicable.
- 2.3.1.5. Signing or Execution of the Agreement. Upon obtaining the written recommendation from the Secretary of the DOST and/or favorable Fairness Opinion Report on the transaction, the agreement may be signed or executed by the parties.

**2.2 Establishment of Spin-off.** The RDI's researcher-employee may establish or participate in a spin-off firm to commercialize or pursue commercialization of the IPs and/or IPRs generated from the R4D funded by the government by complying with the following requirements and procedure, aside from those stated in Chapter VI of R. A. No. 10055:

- 2.2.1 Letter of Intent and Business Plan. The researcher-employee shall signify in writing to the RDI the intent to create or participate in a spin-off firm and must submit a Business Plan. This transaction shall be considered for endorsement to the Fairness Opinion Board only if there is a feasible or workable Business Plan.
- 2.2.2 Incentive for Spin-off Firm. The spin-off firm may apply for a Technology Business Incubator (TBI) arrangement based on existing TBI policies of the RDI, or it may be allowed access to the RDI's laboratory facilities, subject to existing fees, charges and regulations which the DA or RDI may impose.
- 2.2.3 Detail or Secondment to the Private Sector. In cases where the RDI researcher would be employed by an existing company, which will pursue the commercialization of the technology/IP, the applicable provisions of R. A. No. 8439 shall prevail.

**2.3. Technical Assistance or Service/Technology Demonstration or Training/Technology Business Incubation.** The RDI, through the IPMO, shall prepare a service contract, Memorandum of Agreement, or other appropriate agreement.

**Section 2. Criteria for Selection of Technology Adopter.** To ensure effective transfer or commercialization of technologies/IPs/IPRs, the RDI shall develop their criteria for identifying and selecting Technology Adopter(s). At the minimum, the prospective Technology Adopter(s) must have:

- 2.1. Existence, legal personality and track record;
- 2.2. Financial capability and availability of required resources; and
- 2.3. Compliance with legal, statutory, business and transfer/ commercialization requirements.



**Section 3. Fairness Opinion Report.** In case of direct negotiation for the technology commercialization agreement, the RDI shall submit a written request addressed to the Secretary of DOST via Receiving Office to obtain a written recommendation from the DOST Secretary on the agreement and to secure a Fairness Opinion Report from an independent third party body, submitting relevant documents, such as, but not limited to:

- 1) Proposed Transaction;
- 2) Financial Documents;
- 3) Documents relating to IP protection, if any;
- 4) Documents, if any, to support legal, social, environmental, or other impact of the proposed transaction;
- 5) Background Documents of the parties to the transaction;
- 6) List of potential recommendees for membership in the Fairness Opinion Board (FOB); and
- 7) Other additional documents that may be required by the FOB members.

In case of creation of a spin-off firm by the researcher-employee, the RDI shall secure the Fairness Opinion Report as discussed above, which should be issued prior to the incorporation of the spin-off company.

## **ARTICLE 11**

### **INCENTIVES AND SHARING OF REVENUES**

- 11.1. Should an institution derive income from the commercialization of its IPs, the creators (i.e. the institution officers or employees) shall have a share of the revenues for the institution taken from the Net Cumulative Return pursuant to the provisions of RA No. 10055 and RA No. 8439. The revenue share for the creators shall be divided equitably among the Lead Creator/s, the Enabler/s, and other stakeholders who one way or another may have contributed in the process of creating the IP. All revenues from the commercialization of IPs and IPRs derived from DA-funded R4D programs and projects shall accrue to the RDI, subject to a revenue sharing provision in the RFA and the sharing of revenue between RDI and researcher(s).
- 11.2. All income due to the RDI generated from commercialization of IPs and IPRs shall be constituted as a revolving fund. This shall be used to defray its IP management cost and expenses, operation and expansion of its technology business development and transfer activities, including incentives for technology transfer personnel, e.g. preparation of TA, valuation and due diligence report, IP protection, transfer, etc. as enshrined in Section 8 (g) of R.A. 10055, upgrading of RDI's equipment and facilities, S&T capability building, or augmenting funds for R&D. Clearance from the IPMO head shall be required for proper utilization of this fund.
- 11.3. The RDI, through the IPMO and the creator(s), shall ensure and monitor that the Technology Adopter timely and properly pays to the RDI the fees or royalties for the licensing, transfer or commercialization of the technology/IP/IPR.
- 11.4. The RDI and the researcher(s) shall have sixty percent and forty percent share, respectively, in the revenues derived from R4D projects.



- 11.5. In recognition of the important role and contribution of enabler/s and other stakeholders in the process of commercializing the technology/IPRs, they shall be entitled to a share in the revenue coming from the forty percent share of the creator. The payment to the creator/s, enablers and other stakeholders from the forty percent share in the revenue shall be subject to a separate guideline that shall be crafted by each RDI.
- 11.6. The researchers shall continue to receive their share under the following conditions:
- 11.6.1. Researchers of technologies/IPs/IPRs with protection, except trade secret, shall continue to receive their share within their lifetime for as long as there are royalties and revenues derived from the commercialization of the technology/IP/IPR, and for as long as the right to the IP exists;
  - 11.6.2. Researchers who have retired or have severed their employment ties with their office, unless dismissed from the service, shall continue to receive their share within their lifetime for as long as there are royalties and revenues derived from the commercialization of the technology/IP/IPR, and for as long as the right to the IP exists;
  - 11.6.3. Before the death of the IP creator, he/she has the option to elect his/her successor in interest, but the IP creator can exercise that option only once. Twice if the successor predeceased the IP creator.
  - 11.6.4. The IP creator shall provide his/her bank account details for the regular payment of his/her royalties and revenues derived from the commercialization of the technology/IP/IPR
  - 11.6.5. The payment of the IP creator's share shall be subject to the submission of documentary requirements:
    - 11.6.5.1. Claim Form or Letter of Request from the researcher(s), addressed to the Head of the Agency and endorsed by the concerned Division Head;
    - 11.6.5.2. Copy of Licensing Agreement, MOA, Special Order (SO), or other applicable agreements, and report on the technology transfer arrangement stating the names and share distribution of all entitled personnel;
    - 11.6.5.3. Copy of IP protection filing or Certification/Registration of the relevant technologies/IPs/IPRs, if applicable; and
    - 11.6.5.4. Copy of technical report in published form or project technical report, both with International Standard Book Number (ISBN) of the technologies without IP Protection

## ARTICLE 12 IP PORTFOLIO MAINTENANCE

The RDI shall allocate resources for the maintenance of all its IPs and IPRs. The IPMO shall monitor the life span of the IPs by providing efficient reference code for each type of IP, and ensure timely payment of annual dues. An information database must be maintained indicating the status of each application (e.g. stages of the prosecution process, date when protection was granted, and associated documents to evidence compliance of the requirements).



## ARTICLE 13 TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

Inventions derived from international collaborations which utilized genetic resources shall be subject to access and benefit-sharing regulations of the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity, and the International Treaty on Genetic Resources for Food and Agriculture of the United Nations Food and Agriculture Organization.

## ARTICLE 14 AWARDS AND INCENTIVES

A separate guideline shall be crafted by each office which will detail the criteria and process in providing awards and incentives to IP creators and enablers, subject to the availability of funds.

## ARTICLE 15 GENERAL OBLIGATIONS, CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

**Section 1. Basic Provision.** Any issues on the IPs/IPRs generated out of DA-funded and implemented R4D shall not impede the expedient transfer, roll-out or commercialization of the needed technology, as may be determined essential by the DA Secretary in case of national emergencies or the need to advance national and local interests.

All DA officers, employees, and service providers shall be mindful of their conduct with regard to IP and shall promote respect for IPRs at all times. As such, they shall not use, patronize, buy, or sell counterfeit products; unlawfully download or have access to protected materials from the internet or elsewhere; or plagiarize the works of others or claim creatorship over works that they have not created.

The Personnel Division, or its equivalent, shall be responsible in ensuring that all DA officers, employees, and service providers have abiding respect for IPRs by conducting awareness campaigns, training sessions and other means and mechanisms of values education. It shall likewise ensure that new hires are oriented on the IP Policy and TT Protocol upon their assumption of office.

**Section 2. Breach.** Any officer, employee, or service provider adjudged to have breached any of the provisions of this IP Policy shall be dealt with accordingly, to wit:

- 2.1 First Offense - Written censure or reprimand by institution management; and ineligibility to receive Productivity Incentive Bonus for the given year;
- 2.2 Second Offense - Ineligibility to be nominated for a scholarship or grant for a training course or a degree abroad within a period of three years from when the infraction was committed and/or ineligibility to receive or continue to receive revenue share from a commercialized IP of which he or she is a creator or enabler as the case may be; and



- 2.3 Third Offense - Ineligibility to be nominated for a scholarship or grant for a training course or a degree abroad within a period of five years from when the infraction was committed; and ineligibility for promotion to any higher position within a period of five years from when the infraction was committed; or any other appropriate course of action.

## **ARTICLE 16 DISPUTE RESOLUTION**

Any dispute related to IP or arising from the interpretation of this IP Policy and TT Protocol shall first be reviewed and settled by the Institution Grievance Committee. If the Grievance Committee is unable to resolve the dispute, it shall then form an Oversight Committee consisting of a nominee each from the parties. The third member shall be nominated by the DA NIPTTC. The representative must not be related to the GFA or RDI involved in the dispute. The Oversight Committee shall then settle the dispute with utmost integrity and transparency. In any case where the contending parties are not satisfied with the resolution reached by the Oversight Committee, the parties shall be free to seek appropriate legal action in a court of law at their own expense.

## **ARTICLE 17 AMENDMENT**

- 17.1. The IP Policy and Technology Transfer Protocol shall be reviewed every three (3) years. The RDI, through the IPMO, shall conduct ex-post analysis or impact assessment on knowledge translation or technology transfer initiatives to facilitate documentation of technology transfer experiences and practices that may lead to future technology innovations, such as new products, services, processes, or improved technology delivery system or model and continuing spin-off or innovation-based enterprises. Indicators for the successful technology transfer or commercialization will include the following:
- 17.1.1. Improved productivity;
  - 17.1.2. Increased income;
  - 17.1.3. Product diversification;
  - 17.1.4. Employment generation;
  - 17.1.5. Impact in the community; and
  - 17.1.6. Royalty received by the Technology Maker(s).
- 17.2. The RDI, through the IPMO jointly with the researcher(s) concerned or R&D division, will come up with recommendations and best practices to make effective or improve the delivery of future technology transfer undertakings and identify possible areas for innovation. End results could be an improved or new Technology Delivery System or Model. This will serve as basis for any amendments to the document.
- 17.3. In exceptional cases, the IP Policy and Technology Transfer Protocol may be amended based on necessity, or upon a written proposal by any officer or employee to the DA NIPTTC. It should indicate the reasons for making such requests.
- 17.4. All offices must be consulted prior to the effectivity and implementation of the amendments.



## ARTICLE 18 SEPARABILITY CLAUSE

If any provision of the IP Policy and Technology Transfer Protocol is declared unconstitutional, the same shall not affect the validity and effectivity of the other provisions.

## ARTICLE 19 EFFECTIVITY

The IP Policy and Technology Transfer Protocol shall take effect immediately fifteen (15) calendar days after its complete publication in the Official Gazette and upon filing at the UP Law Center in accordance with the law.

Done this 29th day of June, 2022.



WILLIAM D. DAR, Ph.D

Secretary



DA-CO-LS-BRF20220627-00009



## References:

1. Intellectual Property Code of the Philippines (RA No. 8293) and its Amended Implementing Rules and Regulations
2. Philippine Technology Transfer Act (RA No. 10055) and its Implementing Rules and Regulations
3. Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government (RA No. 8439) and its Implementing Rules and Regulations
4. Philippine Plant Variety Protection Act (RA No. 9168) and its Implementing Rules and Regulations
5. The Department of Science and Technology Intellectual Property Policy
6. The Technology Transfer Protocol of the Department of Science and Technology - Research and Development Institutions
7. PCA Intellectual Property Policy
8. PhilRice Protocol on Intellectual Property Management, Technology Transfer and Commercialization
9. PHilMech Intellectual Property Policy
10. Intellectual Property Policy of the Philippine Carabao Center
11. Lecture Materials on IP Policy Development Workshop for Department of Agriculture\_ ASablan\_DITTB-IPOPHL