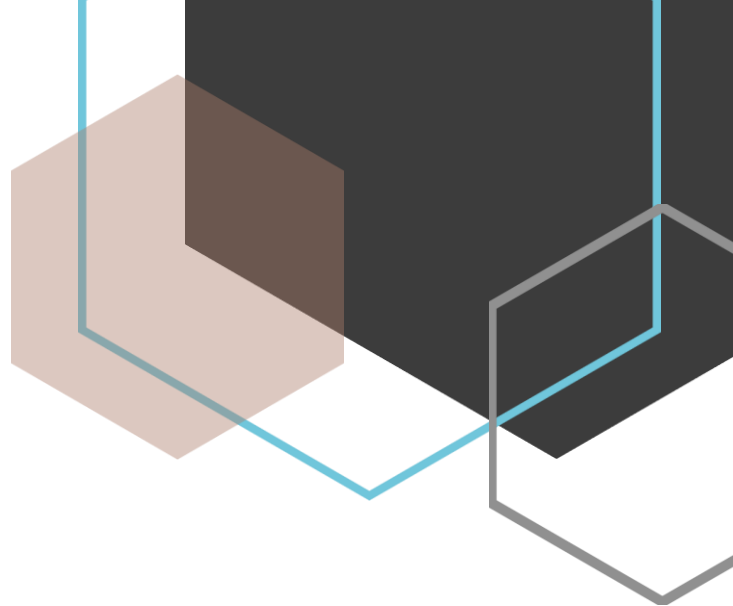




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IMPLEMENTATION FRAMEWORK TALENT CO-CREATION LAB

BENGUET STATE UNIVERSITY, PHILIPPINES

Integrating Talent Development into Innovation Ecosystems in Higher Education

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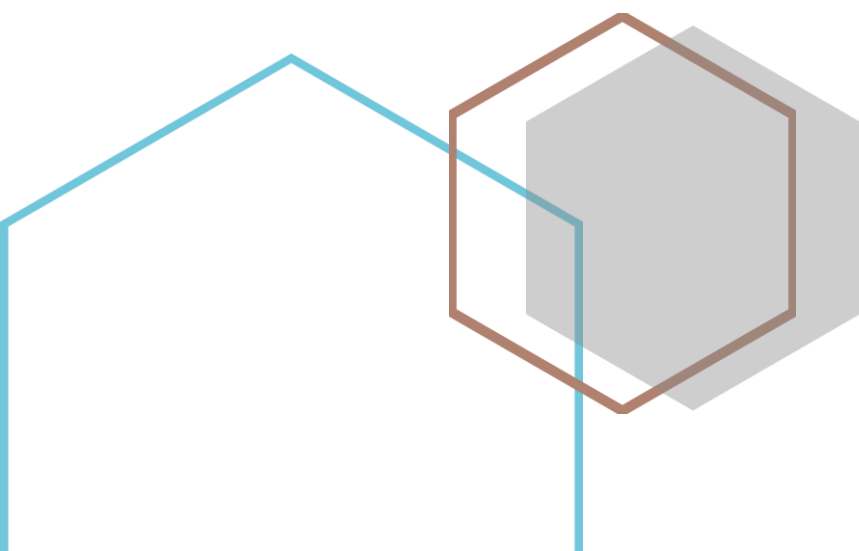




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The framework outlines the design of the operations of the Talent Co-Creation Lab created at the University in the frame of the INNOTAL project. It clarifies the Lab's place within the University structure, its functioning, management and activities, as well as applicable rules and regulations.



ACTIVITIES OF THE LAB

The INNOTAL Talent Co-Creation Lab will therefore be implementing the following activities:

- Conduct entrepreneurship education and innovation training activities for students and teachers
- Encourage conduct of research and innovation activities in collaboration with external stakeholders (industry/enterprises, the non-profit sector and the public sector)
- Create ICT tools enabling student co-creation in research and innovation and stakeholder co-creation in talent development
- Enable ideation and brainstorming
- Expose students to industry
- Enable project development and implementation.

POSITION OF THE LAB WITHIN THE UNIVERSITY STRUCTURE

The INNOTAL Talent Co-Creation Lab is part of the existing organizational structure of the Agribased Technology Business Incubator/Innovation Center (ATBI/IC), which is one of the Research and Extension (R&E) Centers of BSU.

As an R&E Center, the BSU ATBI/IC functions to:

- Prepare and package research, development, and extension proposals relevant to its operations
- Coordinate and facilitate proposal preparation by faculty researchers from the different colleges relevant to the field that both ATBI/IC and their office is working in
- Conduct/encourage human capacity building activities for its Technology Business Incubation Program's target clients, other trainees, staff and researchers
- Coordinate a smooth and efficient implementation, monitoring, and evaluation of R&E projects
- Promote innovation and utilization of research outputs by target users
- Sustain existing linkages and initiate new partnerships.

The ATBI/IC Mission is to create the conditions for socio-economic growth and opportunity for smallholder farmers, food processors, vendors, and allied enterprise owners by promoting innovation, entrepreneurship, and productivity. With this mission, the goal is to help increase the income and improve the standard of living of its innovative target clients. To attain the mission and goal, the following are its objectives:

- To provide a venue for the development of technical and entrepreneurial skills of its clients
- To consolidate and provide access to a network of available public



and private sector programs needed to develop and expand clients' enterprise

- To enhance the links between universities and colleges, research institutions and industry
- To encourage the generation of employment and entrepreneurship opportunities in support of government and private sector initiatives
- To nurture and grow 50 smallholder enterprises by the end of every 5-7 years cycle
- To help bring about quality products and services.

At present, the ATBI/IC has 2 target client groups:

- Entrepreneurs and aspiring entrepreneurs who can access microenterprise development support
- Students who can access innovation and entrepreneurial training, as well as industry immersion (if slots are available).

The INNOTAL Talent Co-Creation Lab will provide more opportunities to students and will facilitate a more active linkage between the two target groups. In particular, the students will be able to:

- create live innovation projects as thesis/dissertation, with an adviser/mentor
- access IT-related training
- collaborate in particular projects with agribusiness entrepreneurs also engaged in the ATBI/IC
- be tapped to provide support projects to clients and networks engaged with the ATBI/IC.

Figure 1 presents the approved and existing Organizational Structure of Benguet State University, showing the Agribased Technology Business Incubator/Innovation Center.

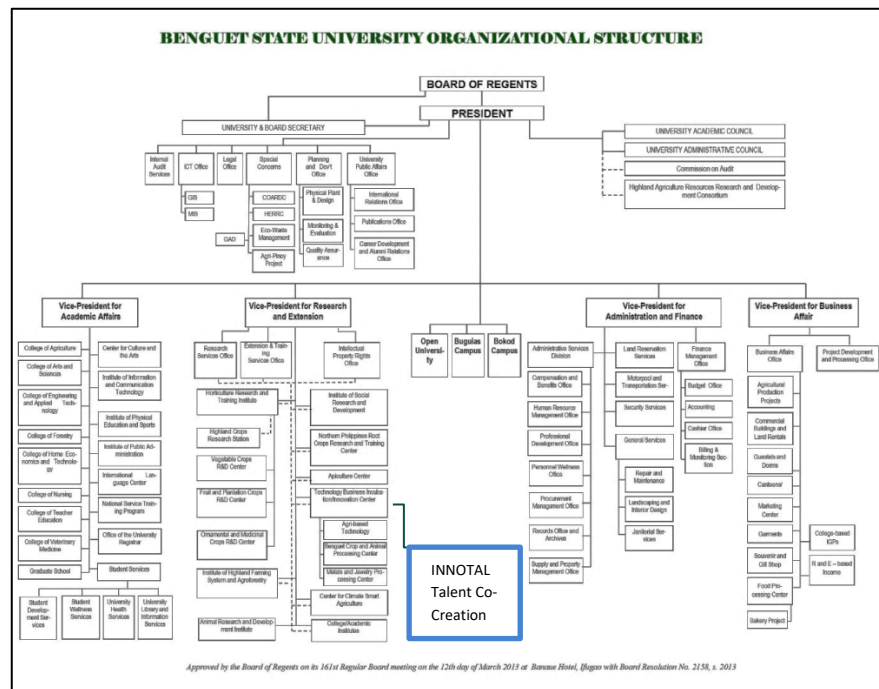


Figure 1. The BSU Organizational Structure showing where the INNOTAL Talent Co-Creation Lab is included.

Figure 2 presents the Organizational/Functional Structure of the BSU ATBI/IC, showing the status of the INNOTAL Talent Co-Creation Lab.



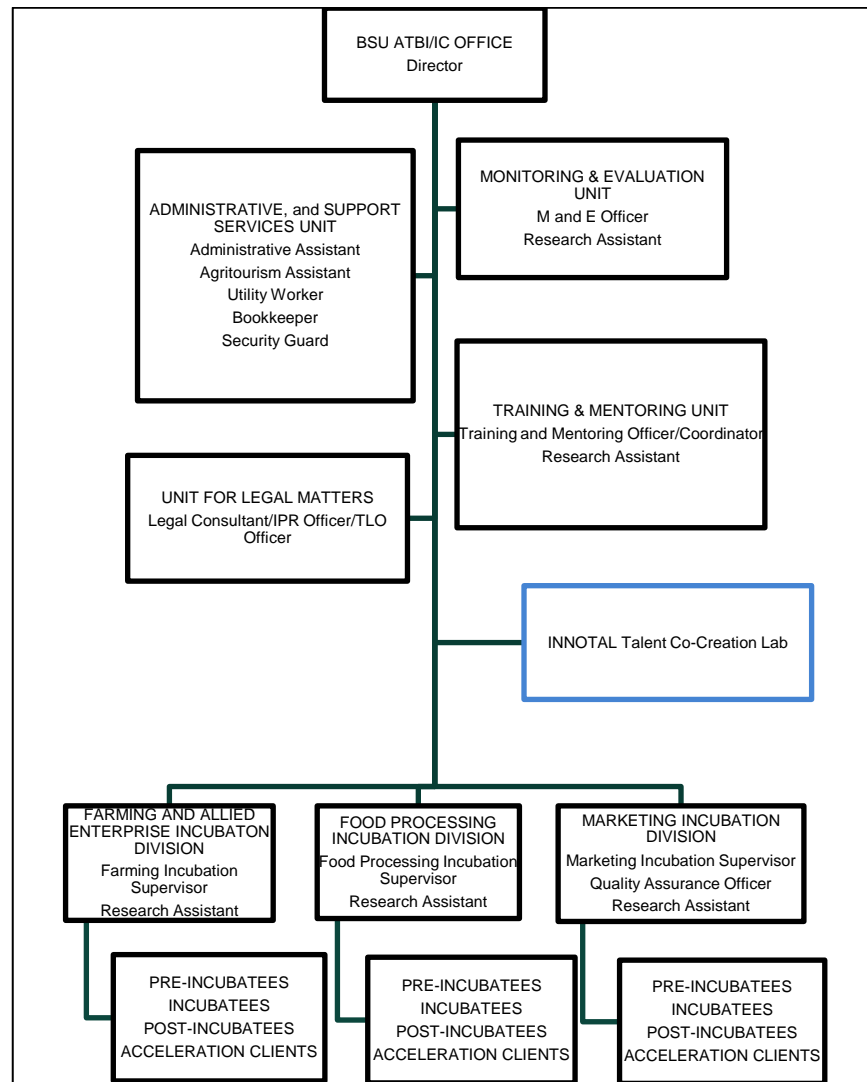


Figure 2. The Organizational/Functional Structure of the BSU ATBI/IC showing where the INNOTAL Talent Co-Creation Lab is included.

ORGANIZATION OF THE PHYSICAL PREMISES AND WORKING SPACE FOR THE TALENT CO-CREATION LAB

A 72-square-meter area on the second floor of the BSU ATBI/IC building (Plate 1) is dedicated to the INNOTAL Talent Co-Creation Lab. Access to the training rooms and other amenities within the ATBI/IC shall be available for shared use.





Plate 1. Main ATBI/IC building where the Co-Creation Lab is located at the second floor.

The specific area within the second floor for the Talent Co-Creation Lab is located is shown in Plate 2.

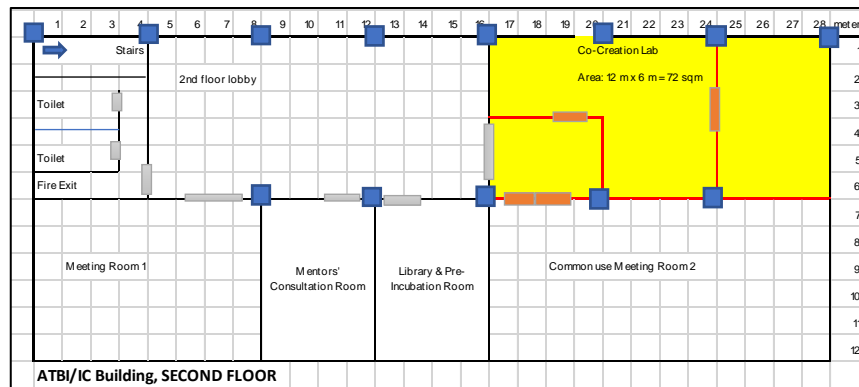


Plate 2. The location of the Talent Co-Creation Lab at the second floor of the ATBI/IC building is shown in color.

Plate 3 shows the floor plan details for the INNOTAL Talent Co-Creation Lab. Currently, there are minor changes in progress to conform to the new normal requirements for physical distancing and other health considerations. For example, we have lessened the number of people to be allowed within the facility at any one time so we had to make the tables have fewer chairs and we need to put up barriers between work stations.

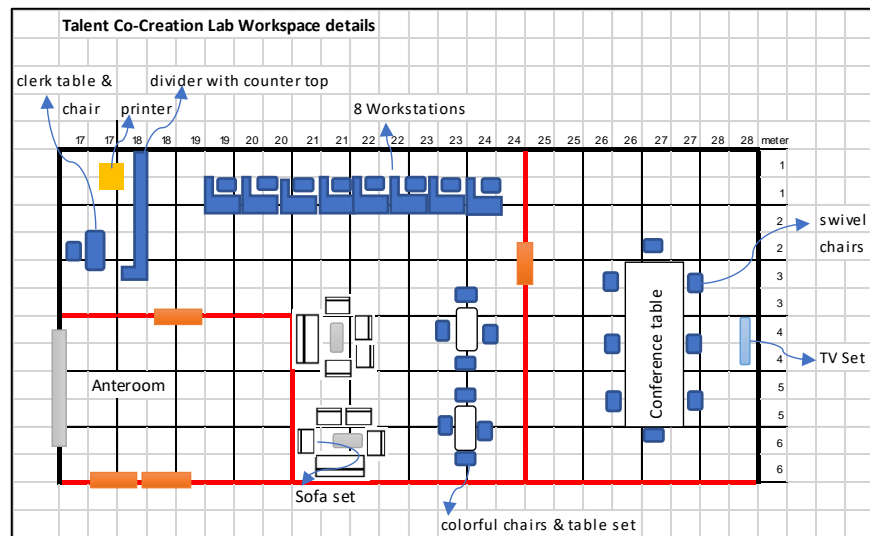


Plate 3. The floor plan details for the Talent Co-Creation Lab workspace.

ARRANGEMENTS FOR THE MANAGEMENT OF THE LAB

Dr. Ruth C. Diego, as Director of the TBI/IC shall also oversee the operations and further development of the Talent Co-Creation Lab. The INNOTAL Project Staff, namely Dr. Raymundo H. Pawid and Dr. Erlyn Honeylette Marquez shall be involved in management.

ARRANGEMENTS FOR INVOLVEMENT OF FACULTY AND STAFF IN THE LAB

Dr. Raymundo H. Pawid and Dr. Erlyn Honeylette Marquez, as members of the BSU INNOTAL Project Team, shall also be acting as staff of the Talent Co-Creation Lab

It is always a challenge to bring faculty and staff into non-academic activities for the primary reason that they are already fully loaded with their teaching function. However, it has been shown that at a certain level of their career, they need to conduct research and other out-of-the-classroom activities if they want to be promoted further. There are also faculty members and staff who do want to be relevant in other ways beyond teaching. Motivation is key so that we will be able to have them participate in the activities of the INNOTAL Co-Creation Lab.

The following are some strategies we can apply to encourage their participation:

- Include IT faculty into the Experts' Pool of the ATBI/IC to support the Talent Co-Creation Lab
- Organize meetings, seminars, workshops, and other activities involving students and researchers as facilitators
- Invite the faculty as speakers on various relevant topics
- Encourage faculty to bring their students to come for learning visits to the Talent Co-Creation Lab
- Encourage students to conduct their thesis or dissertation partly or in full at the Co-Creation Lab. Recommend these for thesis or



ARRANGEMENTS FOR THE COORDINATION AND ADMINISTRATIVE WORK IN THE LAB – STAFF, RESPONSIBILITIES, FINANCING

dissertation fund grants.

- Encourage faculty as mentors/advisers
- Network with other Co-Creation and Innovation Hubs in the area and allow faculty and staff to join the network
- Recommend and support innovation projects for presentation in the research congress and research reviews by students and faculty advisers/mentors.

To sustain the operations of the INNOTAL Talent Co-Creation Lab, the INNOTAL Project Team shall remain as part of the Lab management. The ATBI/IC Director shall remain as overall supervisor and at least one staff, paid by BSU, shall be assigned as project support/administrative staff for the Talent Co-Creation Lab. The latter shall act as facility-in-charge taking care of the office works, coordination as well as seeing to the maintenance of the Lab.

The activities/events and even the facility improvement of the Lab shall be incorporated in the annual work plan and budget of the ATBI/IC.

Proposed research and innovation projects of the ATBI/IC shall also incorporate the utilization of the facility.

CHANNELS AND MEANS OF COMMUNICATION WITH EXTERNAL STAKEHOLDERS

To keep external stakeholders updated on the INNOTAL Talent Co-Creation Lab activities, the following strategies shall be considered.

- Use of the Open Research Innovation Platform. Invite stakeholders to register and monitor the flow of ideas on the innovation management platform that will be launched through the project
- Invite stakeholders to project events and activities (actual or virtual) as guests, trainers or commenters so that they are kept aware of the plans and results achieved through the project
- Ensure the inclusion of activities that will promote public involvement in the annual Workplan/Action Plan of the Lab. An example of this is an Open House (actual and virtual) where they can come and visit the Lab and we can showcase accomplishments, plans and potential areas for collaboration
- Prepare Information, Education and Communication (IEC) materials in print and electronic copy for distribution to target clients
- Organize a formal launching of the Talent Co-Creations Lab and invite stakeholders to the activity. Online participation shall also be possible
- Participate in university and community events/exhibits and distribute IEC materials or talks to promote the project



RULES AND REGULATIONS FOR SELECTION AND PARTICIPATION OF STUDENTS IN THE LIVE INNOVATION PROJECTS

- Encourage media and press involvement. Post the INNOTAL Talent Co-Creation Lab activities in the Facebook pages of the ATBI/IC and BSU
- Organize pitching activities so that students can pitch their ideas to industry
- Develop a database of the expert pool, partners, and clients who can be consulted as needed.

Students or groups of students with ideas can fill up an application form, presenting the idea or concept that they plan to implement at the Talent Co-Creation Lab. They will also have to indicate their faculty adviser/mentor. These forms shall be distributed to the Colleges and academic Institutes of the university together with a leaflet introducing the Lab.

To encourage students from disadvantaged groups to apply, it shall be indicated that the use of the facility shall be free. Please take note that there is no tuition fee for studying in a state university in the Philippines. With this, we shall also encourage the advisers/mentors to work with such students.

Thus, access to the Talent Co-Creation Lab shall be by application, and by recommendation of advisers/mentors.

OPPORTUNITIES FOR COLLABORATIVE WORK

Opportunities for collaborative work can come in various forms. Commonly, a Memorandum of Agreement should be signed among the students, adviser and the client, if any.

Sometimes, there are research ideas that the ATBI/IC clients want to be conducted. These ideas can also be floated to students and advisers for possible collaboration projects to be funded by the entity requesting the conduct of the research.

The ATBI/IC or the INNOTAL Project Team may prepare project proposals for possible funding/collaborative work. For example, the Provincial Local Tourism Office is interested in digitizing the Benguet Museum artifacts. This can be done with our students and faculty in the INNOTAL Talent Co-Creation Lab. There should be a Memorandum of Agreement signed regarding this undertaking.

Enhanced University-Industry linkages by conducting or participating in activities such as industry meet ups and networking events may also serve as an opportunity for collaborative work.

The access of stakeholders to the Lab shall be specified and limited in the provisions of the Memorandum of Agreement to which they are a signatory to.

In the work plan of the collaborative work, meetings, consultations, and evaluation should be conducted regularly, and may be virtual. This also



means that we have to ensure good internet connectivity. Consultations with external stakeholders on needed skills and potential updates of the university curricula shall also be included.

Activities related to curricular offerings may be conducted at the INNOTAL Talent Co-Creation Lab, especially if these are not available in existing University facilities, on a case-by-case basis. The faculty in-charge shall coordinate this with the Lab management. If the activity at the Lab is part of the syllabus, it will be given credit, more so if it is a research study, a thesis or a dissertation.

We shall be coordinating with the Deans and Institute Directors to formally recognize the participation of their students in Lab projects and activities. To enhance teaching, faculty members also normally include their research results in the syllabus. Thus, they are able to share the results of their studies to their students.

All researches conducted at the Talent Co-Creation Lab shall be presented at the Student Research Congress as part of dissemination and also to showcase the work done by their research teams. We shall also invite stakeholders who may find the results relevant to what they do.

Implementation of internships has become a huge challenge in view of the pandemic. Before the pandemic, our internship students used to go around the country and even abroad. Traveling to serve as apprentice or on-the-job-trainee in industry is no longer allowed. In fact, we were already informed that our students can only be assigned as interns in establishments within Baguio City and Benguet Province. The collaborations undergoing in the Talent Co-Creation Lab thus become even more important for getting students in contact with external stakeholders and motivating business to offer internship opportunities.

With the travel restrictions imposed, the use of virtual media has become necessary. The Talent Co-Creation Lab can help faculty by serving as a venue or conduit where they can be helped in relation to their course work.

Since the ATBI functions to promote innovation and entrepreneurship, such courses can also be offered to faculty members and students in various disciplines.

Students doing curriculum-related work shall be monitored and evaluated by the faculty adviser/mentor according to their assessment criteria to determine their course work grades.

Moreover, the Lab shall evaluate their conformity to house rules and regulations in terms of proper decorum, maintaining cleanliness and orderliness in the lab, ability to work in consideration of other students or clients, communication skills, and other factors. When relevant, the student shall be ranked by other students or stakeholders using a Client Satisfaction Survey form that we normally use at the ATBI/IC. There

shall be consultations with the advisers/mentors about student behaviour, if needed. Every end of the semester, a peer-to-peer assessment may also be done and utilized as a feedback mechanism.

Assessment of the quality of work done by the students shall include parameters such as impact/relevance, efficiency and effectiveness, and sustainability. For example, impact or relevance of the work may be shown when the student develops a product for differently abled individuals or when the product is useful for industry. Efficiency and effectiveness, among others, is shown when the research output is utilized and commercialized. Sustainability is indicated by skills enhancement, enhanced self-esteem, stakeholder satisfaction, improved university-stakeholder relations, and others.

These indicators are also being used by the ATBI/IC to evaluate its start-up clients and start-up aspirants.

Chapter 10 of the BSU Research and Extension Manual of Operations (REMO, 2015) describes the Intellectual Property Rights (IPR) Policy and Guidelines. Pertinent parts are provided here in toto.

Section 1 states that as an academic institution, Benguet State University shall promote and encourage technological innovations, inventions, and creations of scholarly and artistic works by all sectors and their personnel. The University shall protect and secure the exclusive rights of its scientists, researchers, artists, and other gifted employees and students to their intellectual property and creations as provided in Republic Act 8293, otherwise known as the Intellectual Property Code of the Philippines. To enhance the enforcement of this law and in the interest of the service, the BSU hereby adopts the policy guidelines governing ownership, protection, and utilization of intellectual property outputs of the University.

Section 2 gives the coverage and scope. The coverage of these policies and guidelines shall include, but will not be limited to the following: (a) All BSU employees (BSU Main, BSU-Buguias, and BSU-Bokod) regardless of status including contractors, consultants, and students having undertakings with intellectual property potentials; (b) All Intellectual Property (IP) transactions/negotiations with collaborators or partners, whether in the national or international research and development network or with other agencies and organizations, public or private; (c) All faculty members, researchers, students, staff, and visiting professors undertaking research and/or creative activities pursuant to any program, project, grant or contract under the auspices of the University; (d) All research and/or creative activities, tangible research properties or outputs with or without patent or copyright protection, whether for commercial or non-commercial purposes, undertaken using any University resources and including all technology transfer arrangements; and (e) All completed researches produced or conducted by individuals as stated in letter C, submitted to the IPRO application for protection preceding any paper presentations whether in local, regional, or international fora. As to its scope, it states that these policies and guidelines shall be made to apply to

all intellectual properties derived from BSU-directed, assisted, commissioned, contracted, and collaborative research and development projects.

Section 4 defines the obligations of both the creators and the university officials. The creator/s shall execute in favor of BSU, an Intellectual Property Rights Undertaking (Appendix 16, REMO 2015) containing the following minimum provisions prior to any research undertaking: (a) To abide by BSU intellectual property policy and guidelines; (b) To disclose to the Intellectual Property Rights Office (IPRO) at least twelve (12) months prior to the sale, offer, publication, presentation, or communication to the public of any information on any intellectual property or proprietary information, through submission of a duly filled-up Intellectual Property Disclosure Form (Appendix 17); (c) To assign to BSU, intellectual properties which may have been solely or jointly invented, created, or generated in connection with or generated with others in the performance of their regular duties, or those invented, created, or generated with the use of BSU funds, facilities, or services; (d) To cooperate fully with the Intellectual Property Rights Office in facilitating the application for protection of intellectual properties such as patenting, registration for new plant variety, registration for copyright, trademark, and other forms of IP protection; (e) To assist in facilitating the promotion and technology transfer in any mode, such as licensing, franchising, and similar ones; and (f) To preserve all confidential and proprietary information and refrain from using them in unauthorized manner, both during their employment or contract with BSU and for a period of five years after such employment or contract.

University officials shall (a) sign Confidentiality Agreements (Appendix 18, REMO 2015) in connection with BSU R and D derived intellectual properties; (b) comply with BSU intellectual property rights and guidelines; (c) observe all protocols in connection with any arrangement involving intellectual property or proprietary information; (d) disclose any and all transactions involving BSU on intellectual property or proprietary information and ensure that the use thereof by a third party shall be covered by the required instrument; (e) ensure that all Memoranda of Agreement entered into by BSU, which may generate any intellectual property or proprietary information, shall contain the following clauses:

“Any intellectual property or proprietary information generated in the course of and is a result of the implementation of this agreement such as, but not limited to discoveries, inventions, works, databases, information systems, reports, articles, research papers, research notebooks or records, tri-media presentations, and other project outputs, shall be subject to the Intellectual Property Rights Policy and the Implementing Guidelines of the University and such other laws, rules and regulations on intellectual property, all of which are deemed incorporated into this Agreement.

All personnel involved in carrying out this agreement shall further

be subject to such policies, rules and regulations”.

and (f) that the University shall undertake to inform creator/s about the consequences of potential disclosures because premature or inappropriate disclosure may defeat legal protection of intellectual properties. The University and Creator/s shall work together to facilitate both scholarly disclosures and the acquisition of appropriate intellectual property protection.

Section 5 is all about Technology Transfer Agreements. This will be useful if a private company would like to utilize a technology for commercial purposes. So, if a company desires to evaluate a technology from the University, it shall enter into an agreement with BSU. This agreement gives the company the sole right to the technology for a period of 12 months only. As indication of serious intent, the company pays a non-refundable deposit of Php 50,000 to BSU. If the company desires to proceed to licensing agreement, the money is put forward as advance payment to cover intellectual property costs and other fees as outlined in the licensing agreement. For any intellectual property resulting from sponsored research, the sponsor has the option to negotiate an exclusive license to commercialize the invention or discovery whose development it had supported. The BSU shall receive a share of future revenues in the form of royalties on gross sales. If the sponsor chooses not to commercialize the intellectual property, it shall still have the right to avail of a non-exclusive license to use the intellectual property. Having waived its rights in favor of the University, BSU may proceed to commercialize the invention or discovery. License agreements must contain clauses that indemnify the University and allowing BSU to retain the rights to use the intellectual property for instruction, research and extension purposes.

Section 6 describes the protection application procedure. Any University personnel who creates an intellectual property shall report this through a prescribed form (Invention or Copyrightable Work Disclosure Report) to the IPRO for evaluation not later than three (3) months after such discovery or invention. Upon determination by the IPRO that the discovery, invention, or creation has IP or proprietary potentials and that there is obligation to assign rights to such discovery, the inventor shall execute a Deed of Assignment in favor of BSU. IPRO shall then prepare requirements for application for protection. The IPRO Director shall endorse the application for protection. The University President shall sign application for patent or other appropriate mode of intellectual property protection. The IPRO staff shall file the application for the appropriate protection of the intellectual property

Section 7 covers inventions. All inventions which may relate to a product, process, intangible assets such as drug targets and biomarkers, platform technology or an improvement of any of the foregoing, whether or not patentable, including utility models, layouts of integrated circuits, industrial designs and new plant varieties referred to in this policy as inventions, shall be covered by these rules. As a general rule, except as otherwise provided in these rules, patent rights and/or other rights related

to the invention such as undisclosed information or know-how shall belong to the inventor/s. Subject to the provisions of existing laws such as the Intellectual Property Code of the Philippines and the Technology Transfer Act of 2009, inventors shall disclose the existence and assign patent rights and other related rights such as undisclosed information or know-how pertaining to the following inventions to the University in accordance with contractual stipulations, the implementing rules and regulations of the Technology Transfer Act to wit:

- a. Inventions that are produced through research and development funded by any Philippine government agency or instrumentality or government-owned and controlled corporation from government appropriations and those sourced from government-managed official development assistance funds;
- b. Inventions supported by a specific allocation of the University funds or substantial University resources other than the usual salary and resources made available to every faculty, researcher, student or staff;
- c. Inventions produced by an employee as a result of the performance of his or her regularly assigned duties;
- d. Commissioned inventions produced through the direction and control of the University in pursuit of a specific project or purpose regardless of the source of funding; and
- e. Works whose inventorship could not be attributed to one or a discrete number of inventors despite the application of processes provided in these rules.

Subject to the provisions of the Technology Transfer Act of 2009, in the event that funding for the research and creation of the invention is sourced by the University, wholly or partially, from outside entities, the University shall negotiate with the funding entity with respect to the ownership of the invention, patent rights and royalty sharing subject to confirmation by the Board of Regents. The agreement shall bind all parties including the inventors. In case of a default in a negotiated agreement, all patents and inventions regardless of the research funds sourced from or by the University shall be owned by the University.

In the absence of existing contractual obligations to third parties, the University may release patent rights to inventors if all of the following conditions are met:

- The University elects not to file a patent application as when the invention does not appear to be commercially viable and the inventor is prepared to do so
- The waiver would facilitate the transfer of technology or its access to the general public
- The equity of the situation clearly indicates that such release should be given.

No waiver shall be given unless there is a written commitment that no



further development of the invention shall be made involving the financial support or resources of the University. Nor shall any waiver be made in violation of any contractual obligation of the University. The University may also impose other conditions for the grant of the waiver such as revenue sharing provisions, University equity or shares in a spin-off company formed around the invention, a non-exclusive royalty-free license in favor of the University and third parties to use the invention for teaching, scholarly and other academic non-profit purposes and such other similar requirements that would promote reasonable access by the public to the technology.

Subject to the provisions of the Technology Transfer Act of 2009, and the absence of any stipulation to the contrary, if the invention is the result of collaborative efforts of the University, an outside entity and the creator/s, the patent and other related rights over said invention shall belong in joint ownership among the University, the inventor/s and the outside entity.

Section 8 gives the provisions and guidelines on copyright. All literary, artistic and derivative works collectively referred to in this policy as “works” as defined in sections 172 and 173 of the Intellectual Property Code of the Philippines including course materials for e-learning and distance education, regardless of format in which it was created or produced, shall be covered by these rules on copyright. As a general rule, copyright of all works shall remain with the creator except as may be otherwise provided in these rules. Subject to the provisions of existing laws such as the Intellectual Property Code of the Philippines and the Technology Transfer Act of 2009, creators shall disclose the existence and assign copyright over the following works of the University in accordance with contractual stipulations and the implementing rules and regulations of the Technology Transfer Act.

- a. Works that are produced through research and development funded by any Philippine government agency or instrumentality, or government-owned and controlled corporation from government appropriations and those sourced from government managed official development assistance funds;
- b. Works supported by a specific allocation of University funds or substantial University resources other than the usual salary and resources made available to every faculty, researcher, staff or student; and
- c. Commissioned works or those works created at the direction and control of the University through its officials or designates for a specific project or purpose.

In the case of works mentioned in Section 8 (2) and works of joint ownership with the University, the University through its designated officials may waive copyright (Appendix 19, REMO 2015) in favor of the creator if all of the following conditions are met:

- a. the waiver would enhance the transfer of technology or improve the access to the works by the public in general



- b. the waiver does not violate any existing contractual obligation to third parties
- c. the participation of the University in the work is acknowledged by the creator in all publications of the work, whether local or international.

If the University is unable to or has decided not to publish or exhibit the works mentioned in Section 8.2.2 within one year from its disclosure, its copyright is automatically waived in favor of the creator provided that no contractual obligations or rights of third parties will be violated. The one-year period may also be waived by the University at the request of the creator if the work is to be published in a reputable international or local journal relevant to the academic discipline to which the work falls under, provided that no contractual obligations or rights of third parties will be violated. The contribution of the University shall be duly acknowledged in all publications or exhibitions of the work.

Subject to the provisions of the Technology Transfer Act of 2009 and Section 8 (2), and in the absence of any contractual stipulation to the contrary, if the work is the result of collaborative efforts between the University, an outside entity and the creator/s, the copyright shall be jointly owned by the University, the creators and the outside entity.

In the case of works resulting from the contribution of efforts coming from different persons, authorship, whether sole or collaborative, shall be determined as follows:

- a. by contractual stipulation
- b. by application of the rules for joint, primary and sole authorship as determined by a publication for which the work was intended
- c. through alternative modes of dispute processing including mediation and arbitration to be facilitated by the Office of the Vice President for Research and Extension, if the work originated from the efforts of faculty, research staff and students.

Only in the event of failure of any of these modes of dispute resolution may a conflict pertaining to the authorship or copyright of a work be referred for legal action.

Section 9 covers other intellectual property rights. Trade and service marks are distinctive words or graphic symbols identifying the sources, product, producer, or distributor of goods or services. The University shall own trade or service marks relating to goods or services distributed by the University. These include names and symbols used by the University in conjunction with its computer programs or University activities and events.

While the University's mission is to transfer knowledge and technology for the benefit of the public, it may resort to the protection of undisclosed information in any of the following and other similar instances:

- a. The protection is necessary in order to comply with contractual

stipulations or to pursue an academic research project to its completion

b. The information being protected is necessary in order to protect intellectual property rights of the University on an invention

c. Upon the determination of the IPRO Director, circumstances are such that well-defined interests of the general public will better be protected by claiming legal protection of information or technology as “trade secrets”.

Subject to the provisions of applicable laws such as the Technology Transfer Act of 2009 and contractual stipulations, Tangible Research Property (TRP) or research results which are in a tangible form (i.e. integrated circuit chips, computer software, biological organisms, engineering prototypes, laboratory notebooks or logbooks) which cannot be the subject of any other kind of intellectual property protection are presumptively owned by the University.

Section 10 is about thesis and dissertations. A student shall own the copyright of his/her thesis/dissertation subject to the provisions of applicable laws such as the Technology Transfer Act of 2009, the provisions of this policy as well as any agreement(s) with the University and/or external parties. To enable the University to perform its mission of transferring knowledge and technology for public benefit, the student shall grant to the University a non-exclusive worldwide, royalty free license to reproduce, publish and publicly distribute copies of said thesis/dissertation in whatever form subject to the provisions of applicable laws, the provisions of this policy and any contractual stipulations.

In the event that a thesis/dissertation would contain information on an invention that may be patentable or registrable, or if the same contains confidential information of the University and/or that of a third party, the department, institute or college may withhold public access to said thesis/dissertation and the defense proceedings and may take such other reasonable steps to protect the University and/or third party’s IP rights until the University and/or third party has given written permission to disclose the same. In the event that the University waives its right to the invention as provided under this policy as the inventor is willing and able to comply with the condition, among others that may be imposed by the University, to file a patent or other applicable intellectual property application for the same, the inventor may request the department, institute or college to withhold public access to said theses/dissertation or to the defense proceedings pertaining to said invention.

Section 11 defines common provisions. 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 University president. The President shall periodically report to the Board of Regents intellectual property rights owned by the University which are impliedly or expressly waived immediately upon their discovery.

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

- a. Thirty percent (30%) of net income shall be given to the office assigned that facilitated the application of the Intellectual Property to be utilized in funding instructional, research and developmental programs (15% IPRO, 15% department)
- b. Seventy percent (70%) of the net income shall be given to the author(s), inventor(s), or creator(s). Joint author(s), inventor(s), or creator(s) shall share equally from this portion. Collaborating author(s), inventor(s), or creator(s) shall share in accordance with the determination of their participation in the authorship or invention as prescribed under these rules.

The net income shall mean gross income less applicable taxes, administrative costs, filing fees, cost relating to the reproduction, distribution, advertising, maintenance and similar expenses of the work or invention.

Determination of the sharing of revenues from IP commercialization agreements other than royalties which shall be governed by the section above, such as upfront, milestones and other similar payments, between Benguet State University, inventors, authors or creators structured into a deal shall be governed by the appropriate agreements pursuant to the provisions of the Technology Transfer Act after consideration of all expenses incurred in protecting the intellectual property, as well as for maintenance, possible litigation and other costs.

All other expenses such as administrative costs, filing fees, costs relating to the production, distribution, advertisement, maintenance and related expenses of the work or invention shall be for the account of the University and shall be taken from its share in the royalties and other payments. In the disposition of any royalty income accruing to the University from copyrights utility models or patents, first consideration shall be given to support research activities.

If the University receives shares from a company as consideration for any intellectual property commercialization agreement, the shares which the University obtains will be held by the University and the proceeds from the liquidation of the shares shall be distributed to the author(s)/inventor(s)/creator(s) according to the same ratio above. An author/inventor/creator may also request to hold his/her portion of the share in his/ her own name, in which case such inventor shall no longer be entitled to any proceeds from the liquidation of the remaining shares by the University.

The share of the University in the royalty and other revenues mentioned above shall be constituted as a revolving fund for use by the University, deposited in a depository bank of the University as Royalty Trust Fund to be administered and managed by the IPRO subject to the University's accounting and auditing rules and regulations. Said revolving fund shall be

used to defray intellectual property management costs and expenses including professional fees and to finance research and development, science and technology capability building and technology transfer activities. Also, income shall be used for payment of salaries, bonuses and allowances and other incidental expenses.

Shares in royalty and other revenues such as upfront, milestones and other payments shall be payable to the creator(s)/inventor(s) of the IP even after retirement, termination of their employment with the University or their contract of service or in the case of students after their graduation from the University; provided further, that said creator(s)/inventor(s) have not been dismissed from the University because of violation of provisions of this policy (e.g., selling or compromising University trade secrets).

Pursuant to its public function, the University shall not enter into any kind of contractual arrangement that would deter the public in general from having reasonable access to the works or inventions. Non-exclusive licensing, through which a license may be granted to more than one licensee is preferred but in some cases, as when significant investments of time and resources are needed to bring the technology to market, an exclusive license may be necessary and appropriate as the same will provide an incentive to the licensee to bear the risks of further development (e.g., in drug discovery and development). All contracts for research and the production of creative works, regardless of source of funding, should include provisions for ownership of intellectual property rights and resulting tangible materials, means for the determination of authorship as well as processes for settling disputes on authorship or inventorship. No allocation of funds from the University shall be made for research and the production of creative works unless the same are covered by contracts containing the provisions required under above.

Section 12 defines provisions on conflict resolution. In case of conflict arising from any of the provisions of this policy, the parties may agree to resort to mediation to settle the dispute with the assistance of the IPRO. In the event that the University and the inventor(s) cannot agree with respect to any of their respective rights or obligations hereunder, such dispute shall be submitted for determination to an arbitration panel of three members chosen from the University community and having a member named by the inventor(s), a member named for the University by the Provost, and a chair selected by mutual agreement of these two nominees. The decision of a majority of such panel shall be final and binding upon both the inventor(s) and the University. If the parties are not amenable to mediation, the parties may avail of any remedy provided for by existing laws, rules, and regulations.

Finally, Section 13 defines provisions on penalties. Aside from penalties which may arise from the violation of any other law or University policy or guideline, any person found to have violated any of the provisions of this policy shall be subject to the following penalties:

- a. Ineligibility for research grants from the University or any



POLICY ON FINANCING OF THE LAB ACTIVITIES

- of its affiliated foundations for a period not exceeding five years;
- b. Automatic removal of research load credits and ineligibility to receive these benefits for a period not exceeding five years;
- c. Removal from any University administrative position and disqualification from any administrative position for a period not exceeding five years; and
- d. Ineligibility for outside teaching activities or the privilege to practice profession for a period not exceeding five years.

As a general policy, the Lab being part of an existing R&E Center shall be entitled a regular budget from the General Appropriations to maintain its office operations. For its research and other activities, it will need to source out funds.

There are two possible options for public sector financing. First, if the fund requirement is ₱50,000.00 or less, prepare proposals to access BSU funding. Second, if the funding requirement is higher, prepare proposals for possible funding by government agencies such as Department of Science and Technology (DOST), Department of Agriculture (DA), Commission on Higher Education (CHED), Local Government Units, Department of Trade and Industry (DTI), and others. Another option is to seek support from private institutions such as banks and large companies through their Corporate Social Responsibility (CSR) projects.

POLICY AND PROCEDURES ON INDUSTRY / BUSINESS CONTRIBUTION OR CO-FINANCING OF THE LAB PROJECTS OR TRAININGS

The university is normally open to partnership projects for as long as its policies as well existing laws are not violated. For example, since BSU has declared itself as a pro-organic agriculture university, it would not accept projects that will be in direct violation of this policy.

If the project to be implemented is requested by business, the funding should be provided by the requesting entity, and therefore business' contribution shall be mandatory. Only if the university has funds for such a project, in line with its mandate, then the business' contribution may not be made mandatory.

A Memorandum of Agreement will be required so that all pertinent issues surrounding such a partnership project are settled.

POLICY AND PROCEDURES ON ACCESS TO RESEARCH/INNOVATION RESULTS AND USE OF PRODUCTS DEVELOPED WITHIN THE LAB

If there are IP products and processes developed that merit protection, the IP policy given in Item Number 12 shall apply.

However, for open source or unprotected results, these shall be available for use more openly to anyone who would like to utilize these results.



**RULES FOR ENSURING
THE SAFETY OF
STUDENTS AND
EXTERNAL
STAKEHOLDERS
WORKING AT THE LAB**

The safety rules applicable to the ATBI/IC shall be fully applicable for the Talent Co-Creation Lab. This includes all rules related to fire protection, safe use of equipment and applicable restrictions on number of people present at a particular time. Just like with other facilities of the university, judicious use and care should be exercised in order to prolong the usefulness of the equipment and materials. Requests for repair and maintenance should be passed through normal channels.

Safety requirements for the operation of a Lab such as fire extinguishers and first aid medical cabinet shall be provided through the ATBI/IC.

In particular, the safety requirements set due to the COVID 19 pandemic shall be observed. There shall be restrictions in the number of people within the facility at any given time. Everyone coming into the facility must sign into the logbook in case contact tracing becomes necessary. They also have to go through a body temperature check, wear face masks and face shields, and wash or disinfect their hands and shoes before entering the ATBI/IC building. A health certificate or filled-up monitoring form shall be required. All BSU faculty, staff and students must go through the regular triage implemented by the BSU Medical Clinic.

After lunchtime and at the end of the day, the equipment and parts of the facility handled by the students and other persons within the Lab shall be wiped with disinfectant. They should all log out when they leave.

The students, faculty, staff and stakeholders shall provide their own face masks and face shields. The ATBI/IC shall provide the logbook, disinfectants, soap, thermoscanners, and other requirements to ensure adherence to these safety measures.

**RULES FOR ENSURING
THE SAFETY OF
STUDENTS AND
EXTERNAL
STAKEHOLDERS WHEN
THE LAB ACTIVITIES
TAKE PLACE OUTSIDE
THE LAB**

Activities outside the Lab shall be permitted. This will have to be properly coordinated with the entity to be visited who will have to send back a letter of agreement to such request for a visit. This is in fact a requirement for a travel pass and which will be shown at checkpoints and then at the destination establishment. Prior arrangements for housing accommodation must be done if the visit exceeds a day.

The university requirements as applied to such situations shall be followed. Students must submit a consent form duly signed by the parent/guardian, a medical health certificate signed by the BSU physician, and other documents deemed necessary by law in the particular case. Students must bring with them their BSU Identification.

Students will have to be accompanied by Lab staff and their faculty advisers/mentors during off-campus work.

INTERNAL
DEVELOPMENT PLAN
OF THE TALENT CO-
CREATION LAB

The INNOTAL Co-Creation Lab is being established to help push innovation and creativity, especially in the digital realm. We hope that it becomes a beacon that will further encourage and support our students towards innovation and creation using this medium. A lot of digital applications need to be developed, including among others, applications for tracking, monitoring and evaluating faculty and student performance and results, for gathering data on impact of the Lab to its clients, crop programming and its outputs and impacts, effects and impacts of the climate on productivity, for example. These would make a lot of manual work less taxing as data is easier to gather and analyse. These could also be a rich area for research and this should be well communicated to the student and faculty researchers.

An Operations Manual for the INNOTAL Talent Co-Creations Lab shall be written down and made part of the ATBI/IC Operations Manual.

A five-year development plan shall be written to include topics such as organization and management, support services, finance and financing, client management, stakeholder management, quality control, marketing the Lab, monitoring and evaluation.

QUALITY ASSURANCE
PLANS FOR THE
TALENT CO-CREATION
LAB

The following preliminary Quality Assurance plans have been made:



Type of assessment	Who will be in charge?	How will assessment activities be organized?	Who will collect the results from the monitoring activities?	Who will analyse the result from the monitoring activities?	What indicators will be used? What elements of the work of the Lab will be monitored?	How will results be reflected in planning?
Monitoring: ongoing, focused on implementation	ATBI management and staff with the Planning and Development Office	Prepare an Activity Design and have it be approved. Conduct the assessment.	ATBI Staff	ATBI Management including INNOTAL Project Team Office of Research Services Office of Extension Services	Number of students trained Number of external stakeholders visited/observed Number of research studies packaged and submitted for internal funding Number of students involved in Lab activities Number of in-house seminars conducted Number of project proposals institutionally funded/implemented Number of students involved in innovation projects Number/Percentage of students trained who rate the training as good or better Number of faculty members involved in Lab activities Number of consultations	Annual results shall serve as baseline for preparing plans in the following year.

					with stakeholders	
Evaluation: Periodic (once a semester)	ATBI management and staff with the Planning and Development Office	Activities shall be evaluated upon completion.	ATBI Staff	ATBI Management including INNOTAL Project Team Office of Research Services Office of Extension Services	Number of students who developed new/enhanced skills and competencies Number of innovations developed Number of collaborations with business started Number of innovations in teaching introduced Number of papers presented (local/regional/ national/ international)	Results shall be used to improve on existing mechanisms and plans