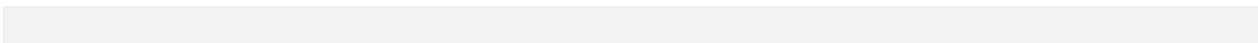


**ATENEO DE MANILA UNIVERSITY
INTELLECTUAL PROPERTY POLICY**

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ATENEO DE MANILA UNIVERSITY INTELLECTUAL PROPERTY POLICY

SECTION 1 INTRODUCTION

The Ateneo de Manila University (hereinafter “University”), a Jesuit, Catholic and Filipino academic institution, states in its Mission/Vision that (1) it seeks to preserve, extend, and communicate truth and apply it to human development; and that (2) it seeks to identify and enrich Philippine culture and make its own. The University, with its large pool of intellectual and creative resources, encourages and supports research among its faculty, students, and staff, including the practical application and economic use of these researches towards the attainment of its Mission and for the benefit of the general public. The University also promotes and cultivates innovation and the honing of one’s talents in pursuit of nationwide cultural development and growth.

The development of innovative technologies, as well as the creation of various works, which serve the public good is a concrete contribution of the University. Therefore, the University hereby adopts the following Policy on Intellectual Property.

This Policy governs the ownership, protection, and commercial exploitation of all forms of Intellectual Property created by Researchers, Inventors and Creators in the course of their duties or activities at the University, as well as in cooperation with third parties, including other academic, research, industrial, cultural, and business organizations.

Through this Policy, the University envisions to promote, encourage, and facilitate:

1. Relevant scientific, social, artistic, and cultural research and innovation at the University;
2. Effective research and innovation collaboration with third parties;
3. The creation of various literary or artistic works at the University;
4. The protection of the rights of creators and researchers;
5. Efficient and sustainable management of Intellectual Property;
6. Fair distribution of economic benefits arising from commercialization of Intellectual Property among relevant stakeholders; and
7. Enhancement of the University’s goodwill as an academic research institution, as well as a fertile ground for cultural and holistic development.

Nothing in this Policy overrides the provisions of Republic Act No. 8293 or the Intellectual Property Code of the Philippines, as amended by Republic Act 9502 and Republic Act No. 10372 (hereinafter "IP Code"), Republic Act No. 10055 or the Philippine Technology Transfer Act of 2009 (hereinafter "Technology Transfer Act"), Republic Act No. 8371 or the Indigenous Peoples' Rights Act of 1997, and all laws and treaties that bind the Philippines to which this Policy relates to, and which are deemed incorporated herewith.

SECTION 2 DEFINITIONS

- a. **"Commercialization"** is any means of developing for profit any Intellectual Property, including assignment, licensing, and exploitation within and outside the University.
- b. **"Copyright"** is the bundle of rights, as enumerated in Section 177 of the Intellectual Property Code, given by law to the Creator or Researcher over his work/research.
- c. **"Copyrighted works"** refers to any literary, artistic, scholarly, scientific, and derivative works which qualify for copyright protection under the Intellectual Property Code.
- d. **"Creator"** is the natural person who has created the work. "Creator" is used interchangeably with "Author."
- e. **"Industrial Design"** is an aesthetic, ornamental, and non-functional aspect of an article, and may consist of three-dimensional features such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines, or colors.
- f. **"Intellectual Property"** shall refer to a product of the intellect which can be attributed to specific persons or institutions, such as inventions, technologies, developments, improvements, processes, research results, works of art, visible distinctive signs, undisclosed information, and other matters protected under the Intellectual Property Code.
- g. **"Intellectual Property Rights"** (IP Rights or IPRs) are ownership and associated rights relating to Intellectual Property, as provided for by law, including patents, rights in utility model, plant breeder's rights, plant variety protection rights, rights in geographic indications, rights in designs, trademarks, service marks, trade names, collective marks, copyrights, topography rights, know-how, and trade secrets, including applications or rights to apply for them, extensions and

renewals of such rights, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

- h. **"Invention Disclosure Agreement"** is a written submission of a potential patentable invention which involves all information regarding the invention. The written document should list the name of all collaborating sources, along with the necessary information needed for patenting.
- i. **"Inventor"** is the natural person who has created a patentable Invention under the Intellectual Property Code.
- j. **"Material Transfer Agreement"** is an agreement that demarcates the rights and boundaries of the provider and recipient of research materials to ensure the protection of intellectual and other property rights of the provider, while permitting the use of materials for research.
- k. **"Non-Disclosure Agreement"** is a formal agreement between the parties where confidential information is shared and expressed, and wherein access to such confidential information is restricted against third parties or the public.
- l. **"Patent"** is an exclusive right imbued to the Inventor or his assignee of an Invention that is new, involves an inventive step, and is industrially applicable.
- m. **"Prototypes"** are a model of the final product capable of achieving most of the functions of the final product. It is intended to show prospective sponsors a product without requiring mass manufacture.
- n. **"Researcher"** refers to persons who perform any research task at the University, or participate in any research project administered by the University, including those funded by external sponsors; and in either case, use the University's resources. Such persons may include:
 - (1) employees of the University, including student-employees and technical staff;
 - (2) students, including graduate and postgraduate students of the University; or
 - (3) any person, not employed or enrolled in the University, fulfilling the above-mentioned requirements, including visiting researchers and exchange students;
- o. **"School"** refers to the individual Loyola Schools, such as the School of Humanities, School of Social Sciences, School of Science and Engineering, and the School of Management; the Ateneo Grade School, Ateneo High School, and the Ateneo Professional Schools, namely, Ateneo Graduate School of Business,

Ateneo Law School, Ateneo School of Government and Ateneo School of Medicine and Public Health.

- p. **“Trademarks and Service Marks”** means any visible sign capable of distinguishing the goods (trademark) or services (service mark) of an enterprise and shall include a stamped or marked container of goods.
- q. **“Undisclosed Information”** are proprietary information held in secret or not generally known among or readily accessible to persons within the circles that normally deal with the kind of information, has commercial value because it is secret and has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.
- r. **“University”** refers to the Ateneo de Manila University and includes the Loyola Schools, and the Ateneo Professional Schools, namely, Ateneo Law School, Ateneo Graduate School of Business, Ateneo School of Government, and Ateneo School of Medicine and Public Health.
- s. **“University resources”** means any form of funds, facilities or resources, including equipment, consumables, and human resources provided by the University either directly or indirectly.
- t. **“University Use rights”** are the universal, non-exclusive, royalty-free use rights of the University to reproduce, publish, display, perform, and/or publicly distribute works made available to the University for the non-commercial purposes of education, exhibition, accreditation, development, alumni relations, promotion, and the like; as examples of faculty and student work; and for inclusion in its permanent collection and/or archives.
- u. **“Utility Models”** are inventions that are new and industrially applicable.
- v. **“Visiting Researchers”** mean individuals having an association with the University without being either employees or students. “Visiting Researchers” include academic visitors, individuals with honorary appointments in the University and emeritus staff.

SECTION 3 GENERAL PRINCIPLES

3.1 The University recognizes that students, Researchers, Creators, and Inventors have the right to claim ownership of IPRs over works they have created without the University’s support.

3.2 The University recognizes the faculty’s freedom in research and in the publication of their results subject to the adequate performance of their other academic duties.

3.3 The University subscribes to the principle that recognition of Intellectual Property Rights of Researchers enhances accountability and accessibility of the public to the fruits of research.

3.4 The University subscribes to the principle that protection and encouragement of artistic, literary and intellectual self-expression of Creators enriches the culture.

3.5 All Researchers who utilize the facilities of the University have an obligation to disclose patentable and copyrightable works to the University, regardless of ownership.

3.6 The University will endeavor to support all types of research, creation, and innovation, whether basic or applied, which further its Mission and which raise the level of scholarship and artistic self-expression.

3.7 Commercialization of IP may be pursued by the University but in a manner that does not interfere with its mission to “preserve, extend, and communicate truth and apply it to human development and the preservation of the environment.”

3.8 The University may also opt not to seek IP protection even for outstanding discoveries and inventions. Faculty, students and Researchers may then seek IP protection on their own initiative.

3.9 The University, in cooperation with the State, shall endeavor to learn more about, and find ways to protect and respect, indigenous culture, traditions, and institutions, and the intellectual property associated with Indigenous People.

SECTION 4 OBJECTIVES

4.1. The recognition and protection of IP Rights are necessary for the establishment of a strong research environment and the cultivation of creativity and innovation. An effective IPR system provides incentives for research and creativity, facilitates access to research and creative output, protects against misuse and unauthorized use of Inventions and other original creations, and can contribute financial resources for the sustainability of research and creative activities. In addition, a well-crafted IPR system facilitates collaboration with other institutions and external individuals, and provides better protection for the University’s rights as an institution.

4.2 Thus, through this Policy, the University seeks:

- a. To encourage innovation and creativity in the development of useful Inventions, technologies, researches, and original creations;
- b. To protect the rights of Researchers to the products of their research endeavors, the rights of Inventors over their inventions, and the rights of Creators over their works;
- c. To encourage and protect freedom of self-expression among students, faculty and other members of the University engaged in literary, intellectual or artistic creation.
- d. To raise funds from the proceeds of Intellectual Property which are generated using its resources;
- e. To enforce IPR in an appropriate manner in order to maintain the academic nature of the University; and
- f. To provide an effective and efficient mechanism that:
 - i. Clarifies the rights and obligations of Researchers, Inventors, and Creators;
 - ii. Monitors and documents research in the University, in particular those which are subject to intellectual property protection.
 - iii. Monitors and keeps records of IPRs owned by the University;
 - iv. Defines the procedures for technology transfer, assignment, licensing, dispute resolution, and other IP matters;
 - v. Ensures that research and the sharing in the benefits of research follow ethical precepts, including matters of conflict of interest and professional and personal responsibility; and
 - vi. Provides for the registration, maintenance, and protection of IPR.

4.3 For purposes of implementing the provisions of this policy, the Ateneo Intellectual Property Office (AIPO) shall be created to handle the University's intellectual property-related rights, matters, and disputes.

SECTION 5 SCOPE OF THE POLICY

5.1 This Policy shall apply to all forms of intellectual property created on or after the date of approval of this Policy by the University Board of Trustees, and to all IP Rights associated with them.

5.2 This Policy shall apply to all University students, faculty, postdoctoral fellows, consultants, Researchers, Visiting Researchers, research assistants, scholars, University employees, and other Inventors or Creators of the University pursuant to legal instruments, including employment contract, collective research agreement

or individual agreement. Visiting students from other universities are also covered by this Policy.

- a. *Employment Contract.* The University Office of Human Resource Management and Organization Development shall ensure that all employment contracts or other agreements to that effect, include a provision binding Researchers, Inventors, and Creators to this Policy.
- b. *Student Agreement.* The University shall require the student to be bound by this policy upon enrollment, or upon entering the University pursuant to an agreement with another institution/university.
- c. *Research Assistants.* Research assistants who are neither students nor employees of the University shall be bound by the provisions of this Policy as regards all their intellectual property output.
- d. *Incoming Visiting Researcher.* The AIPO shall ensure that Researchers not employed by or enrolled in the University, including Visiting Researchers, shall sign an agreement to be bound by this Policy, including an agreement assigning to the University ownership of intellectual property created by them in the course of activities in connection with their association with the University, prior to any engagement of any research activity at the University.
- e. *Outgoing Visiting Researcher.* In cases wherein a Researcher, employed by the University but working in another institution as Visiting Researcher, is required to sign any document which might affect the University's IP Rights, the Researcher shall first obtain a written approval from the head of the AIPO. The approval shall be granted if no University IP Rights are being affected. If the University's IP Rights are affected, the AIPO shall negotiate with the third-party institution for an arrangement which shall not prejudice the interests of the University.
- f. *Surviving Rights and Obligations.* Rights and obligations under this Policy shall survive any termination of enrollment or employment at the University.

5.3 The present Policy shall not apply in cases in which the above mentioned person/s entered into an express agreement with the University before the effective date of the Policy, or the University previously entered into an agreement with a third party, concerning rights and obligations in conflict with those set out in this Policy.

5.4 This Policy shall respect the University's policies on:

- a. Academic standards and ethics, such as plagiarism, dishonesty, and due recognition of work;
- b. Ethics in Research and, where appropriate, decisions of the University's Ethics Board;
- c. Conflicts of interest and guidelines regarding the practice of one's profession; and
- d. Grants, contracts or other arrangements with third parties, including sponsored research agreements, collaboration agreements, license agreements, and the like, if these terms are more beneficial to meet the purposes and principles of these guidelines.

This Policy shall also form part of the University's policies, which include the following:

- a. Faculty, Student, and Employee Manual
- b. Policy on Research Ethics
- c. Decisions of the University Ethics Board
- d. Guidelines on Conflict of Interest
- e. Non-Disclosure Agreement (NDA)
- f. Material Transfer Agreement (MTA)
- g. Invention Disclosure Agreement (IDA)
- h. Guidelines on Technology Transfer and Related Agreements
- i. Other related University policies.

5.5 This Policy does not supersede the University's rules on:

- a. Dishonesty and plagiarism;
- b. Conflict of interest;
- c. The University's right to negotiate and meet its obligations;
- d. Moral and ethical behavior;
- e. Research and editorial policies of its constituent units; and
- f. Other rules deemed essential to its Mission and Vision, and character as a University.

SECTION 6 OWNERSHIP

6.1. *Employees.* All rights in Intellectual Property devised, made, or created by an employee of the University in the course of his or her regularly-assigned duties and activities of employment shall generally belong automatically to the University. This also applies to student employees.

6.2. *Students.* Students who are not employed by the University shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies, subject to applicable University Use rights, EXCEPT when ownership belongs to the University pursuant to Section 7, Section 8, and Section 9 of this Policy on copyright, patent, and trademarks.

6.3 *Others.* Ownership of intellectual property created or made by other persons performing research tasks in the University, who are neither employees nor students, in the course of their research activities in the University shall generally belong automatically to the University, UNLESS there is a separate agreement regarding ownership entered into depending on the status of such person, in which case, Section 2 (n) and Section 5.2 shall be considered alongside Sections 7, 8, and 9.

SECTION 7 COPYRIGHT

7.1 *Copyright.* Copyright and all other economic rights over Copyrightable Works shall be owned by the Creators, EXCEPT in the following cases, where the copyright shall belong to the University:

- a. Works specifically commissioned by the University;
- b. Works that are produced through significant use of University Resources, when such use is not covered by tuition fees and/or scholarship grants;
- c. Works that are produced through significant use of University Resources even though created by an employee outside the course of his or her duties, activities, and employment.;
- d. Works created by an employee in the course of his or her regularly-assigned duties, activities, and employment;
- e. Works developed or created in the course of, or pursuant to, a scholarship sponsored by a third party under a separate agreement, a sponsored research or other third party agreement, the copyright of which shall belong to the University;
- f. Philippine government funded research and development, wherein the copyright belongs to the University pursuant to the Technology Transfer Act of 2009; and
- g. Works whose authorship cannot be assigned despite the application of this Policy, such as those attributed to more than a discrete number of authors, or resulting from simultaneous or sequential contributions over time by multiple authors.

7.2 *Contractual Stipulation on Copyright.* Notwithstanding Section 7.1 above, the ownership over any Copyrightable Work may be subject to agreement between the University and the Creator.

7.3 *Joint Authorship.* In the case of works resulting from the contribution of efforts coming from different persons, authorship shall be determined as follows:

- a. By contractual stipulation; or
- b. By application of the rules for joint ownership under the Intellectual Property Code.

7.4 *Dispute Resolution.* Authorship disputes shall be resolved through alternative modes of dispute resolution, such as mediation and arbitration, to be facilitated by a body convened by the AIPO. Legal action shall only be pursued in the event of a failure of any of these modes of dispute resolution pertaining to the authorship of copyright of works.

7.5 *License for Publication.* In order to enable the University to perform its mission of transferring knowledge and technology for the public benefit, every Researcher, employee, and student is required to grant a royalty-free license in favor of the University for the reproduction, publication and public distribution of copies of thesis, dissertation and other works, the copyright of which belongs to such Researcher, employee, or student under this Policy

7.6 *Exclusive license and assignment of copyright.* In cases when the work is owned by or licensed exclusively or permanently assigned to the Creator, the University shall retain the right to a non-exclusive, nontransferable, irrevocable, royalty-free, worldwide license on the work for research, educational and humanitarian purposes.

7.7 *Publication of Research, Thesis, or Dissertation.* The AIPO may, on its own or upon request of the School concerned, evaluate any thesis, dissertation or research output by students, employees, and researchers, and recommend the postponement of its publication if, after the examination, the AIPO finds that there is a need to pursue IP protection on the part of the University for purposes of commercialization. Such evaluation and examination by the AIPO of the research output shall be made within a reasonable time depending on the circumstances.

7.8 *Audio and video recordings.* The University does not claim rights in the intellectual, artistic, or literary content of the audio or video recordings of a lecturer or creator of the audio and video recordings; the copyright over the content shall be governed by this Policy.

The lecturer or other Creator of the presentation being recorded reserves the right to disallow the recording of the same and to obtain remedies via the guidelines that may be issued by the AIPO.

SECTION 8 PATENTS & RELATED RIGHTS

8.1 *Patent and Related IP Rights.* - The right to own a patent shall belong to the Inventor(s), EXCEPT those instances when the patent and all related IP Rights belong to the University, as provided in this Policy, including:

- a. Inventions that are supported significantly by the University funds or other University Resources;
- b. Inventions by an employee in the course of his or her regularly-assigned duties, activities, and employment;
- c. Regardless of the source of funding, inventions produced in pursuit of a scientific project or purpose at the direction and control of the University;
- d. Inventions whose ownership cannot be attributed to one or a discrete set of researchers, despite the application of this Policy;
- e. Those that are stipulated by contract as commissioned works;
- f. Inventions developed or created in the course of, or pursuant to, a scholarship sponsored by a third party under a separate agreement, a sponsored research or other third party agreement, the patent of which shall belong to the University; and
- g. Philippine government funded research and development, wherein the patent belongs to the University pursuant to the Technology Transfer Act of 2009.

8.2 *Contractual Stipulation on Patents and Related Rights.* Notwithstanding Section 8.1 above, the ownership over any invention or patentable work may be subject to agreement between the University and the Inventor.

8.3 *License to Commercialize.* In case of a University-owned patent and a license granted to an inventor for the commercialization of the invention, the License Agreement shall specify the University's share of the royalties and other benefits that may accrue from the commercialization of the patented invention.

8.5 *Exclusive license and assignment of patent.* In cases when the invention is owned by or licensed exclusively or permanently assigned to the inventor, the University shall retain the right to a non-exclusive, nontransferable, irrevocable, royalty-free, worldwide license on the invention for research, educational and humanitarian purposes.

8.6 *Contractual Obligation.* No license shall be granted in violation of any prior contractual obligation of the University.

8.7 *Inventorship.* Inventorship of inventions arising from collaboration may be sole, primary or joint, and shall be determined as follows:

- a. By contractual stipulation; or
- b. By determination of the extent of contribution to the inventive step.

8.8 *Dispute Resolution.* Disputes shall be resolved through alternative modes of dispute resolution, such as mediation and arbitration, to be facilitated by a body convened by the AIPO. Legal action shall only be pursued in the event of a failure of any of these modes of dispute resolution pertaining to the authorship of copyright of works.

SECTION 9 TRADEMARK

9.1 *Trademarks and Service Marks.* Students, faculty, university staff, employees, and other persons who have created Trademarks and/or Service Marks in the course of regular university work or projects shall be afforded the opportunity to register the marks and acquire rights thereto in accordance with the provisions of the Intellectual Property Code. The University shall not require as a condition for finishing a school project or assignment that the Trademark be registered under the name of the University or any of its colleges or affiliated entities.

This Policy shall not govern the use of, transactions, and all matters pertaining to registered Ateneo marks. Said registered marks will be subject to the "*University Business Affairs Office - Policies and Procedures Manual: Sponsorships, Licensing, and Business Partnerships*" and other applicable rules.

9.2 *Dispute Resolution.* -Trademark related disputes shall be resolved through alternative modes of dispute resolution, such as mediation and arbitration, to be facilitated by a body convened by the appropriate officers/division of the AIPO.

Legal action shall only be pursued in the event of a failure of any of these modes of dispute resolution pertaining to the Trademark ownership.

SECTION 10 UNDISCLOSED INFORMATION

10.1 *Research Output, Thesis and Dissertation.* As a general policy, any research output, thesis, dissertation, and other course-related projects, should not depend on Undisclosed Information that will compromise the completion of their academic requirements.

10.2 *Non-disclosure Agreement.* As a policy, the dissemination of Undisclosed Information should be subject to a Non-Disclosure Agreement (NDA) which should include all parties involved in the work.

10.3 *Review of Disclosures.* The AIPO shall implement a system of review and assessment of disclosure of research results in public forums or publications from projects which are covered by NDA.

10.4 *Material Transfer Agreement.* The rights, obligations and/or the restrictions of all materials shared between Researchers of the University and external entities shall be covered by a Material Transfer Agreement (MTA). This shall include Prototypes, biological organisms, devices, and the like.

SECTION 11 IMPLEMENTATION AND PROTECTION OF INTELLECTUAL PROPERTY

11.1 The Ateneo Intellectual Property Office (AIPO) is the main office responsible for the protection and commercialization of the University's Intellectual Property.

11.2 *Functions and Duties.* The AIPO shall:

- a. Resolve disputes arising out of, or in relation to, this Policy;
- b. Oversee the protection of the University's Intellectual Property, in accordance with this Policy;
- c. Determine the patentability of a work;
- d. Supervise the disclosure of all works created and inventions conceived or first reduced to practice by all Researchers;
- e. Assist in the execution of agreements, affidavits, applications, complaints and other documents relating to works and inventions necessary to facilitate the filing of patents;
- f. Register or deposit intellectual property with the IPO Philippines and/or foreign Intellectual Property offices on behalf of the University;
- g. Negotiate contracts related to the commercialization of Intellectual Property owned or assigned to the University;
- h. Monitor the status of royalty payments;
- i. Review and settle disputes regarding the sharing and distribution of royalties in a manner consistent with these policies and guidelines;
- j. Review and recommend, upon consultation with the appropriate personnel and units, appropriate policies for the University which can strengthen science and technology research and development;

- k. Provide assistance by giving information to parties who wish to register/deposit their works/other intellectual property with the appropriate bodies;
- l. Advocate within the University for the protection of intellectual property;
- m. Issue guidelines and implementing rules of the IP Policy;
- n. Approve the licensing or assignment of intellectual property owned by the University;
- o. Recommend changes in this Policy;
- p. Recommend the creation of other offices, when necessary under the circumstances; and
- q. Such other functions as may be necessary to carry out the objectives of this Policy.

Provided, that pursuant to Section 9 of this Policy, all matters pertaining to registered Ateneo marks shall not be handled by the AIPO, but by the Office of the Vice President for Finance and Treasurer.

11.3 *Creation of AIPO Departments and Divisions.* For purposes of implementing the provisions of this policy, the AIPO shall create its own departments, divisions, and/or units necessary for overseeing the protection of all the University's intellectual property and coordinating with other offices for all activities in relation to their protection and commercialization, as well as other functions that may be necessary to carry out the objectives of this IP Policy.

11.4 *AIPO Issuances and Regulations.* The AIPO shall issue its own implementing rules and regulations to fulfill its functions under this Policy. All guidelines and implementing rules created pursuant to this Policy by AIPO and/or the individual Schools shall be promulgated, attached herewith, and deemed incorporated by reference into this Policy upon their effectivity.

11.5 *Dispute Resolution.* In the first instance, disputes in relation to this Policy shall be resolved by the relevant AIPO division. A decision shall be made within a reasonable time depending on the circumstances. Absent directly applicable provisions in this Policy, the relevant provisions of law shall be applied suppletorily.

11.6 *Appeals from Division Decisions.* Decisions of any AIPO division shall be appealable to the head of the AIPO within thirty (30) days from receipt by the party of the division decision.

11.7 *Transition Period.* In order to effectively implement this Policy, the AIPO is authorized to retain all the fees, royalties and other income collected by it, for the account of the University under this Policy for use in its operations, subject to existing accounting and auditing rules and regulations of the University. This

amount shall be deposited and maintained in a separate account or fund, which may be used or disbursed directly by its divisions, subject to the approval of the head of the AIPO.

The University shall provide the annual budget for the AIPO's operations in the first (5) years or until its revenues become sufficient to fund its operations, whichever comes first.

SECTION 12 BREACHES

12.1 *Breach of Policy.* Breach of the provisions of this Policy shall be dealt with under the normal procedures of the University and in accordance with the relevant provisions of law.

12.2 *Penalties.* Any person found to have breached any of the provisions shall suffer the following penalties:

- A period of ineligibility not exceeding five (5) years for research grants from the University or any of its affiliated foundation;
- Automatic removal of research load credits and ineligibility to receive these benefits for a period not to exceed five (5) years; and
- If applicable, disqualification for any administrative position and automatic removal from any University administrative position for a period not exceeding five (5) years.

This is without prejudice to any other penalties that may arise from other issuances of the AIPO, the Schools, or from the violation of national and local government rules and regulations, university policies or guidelines, including the Student Handbook.

SECTION 13 EFFECTIVITY

13.1 *Effectivity.* This policy shall be effective fifteen (15) days from the date of first publication on the web page of the Ateneo de Manila University System and/or other forms of appropriate media accessible to all members of the University, after final approval of the Board of Trustees of the University.

Other guidelines, issuances, and implementing rules issued pursuant to this Policy shall contain provisions regarding their own effectivity.

13.2 *Amendments.* The provisions of this policy may be reviewed and amended by the University on a yearly basis, or as they deem necessary. The University shall undertake to notify University employees and students as soon as is practicable of such amendments. The amendments shall be in full force and effect on the date the amendments have been announced by the University to take effect, after final approval of the Board of Trustees.

13.3 *Non-Retroactive Effect.* Agreements entered into by the University and the Researcher(s) prior to the effectivity date shall be governed by the agreement and/or provisions of the Policy in effect at the time of the signing.