



REPUBLIC OF THE PHILIPPINES
PROVINCE OF CAVITE
CITY OF DASMARIÑAS

KOLEHIYO NG LUNGSOD NG DASMARIÑAS
City College of Dasmariñas



OFFICE OF THE VICE PRESIDENT FOR REGAL FORMATION AND MISSION, RESEARCH AND EXTERNAL AFFAIRS
KNOWLEDGE AND TECHNOLOGY TRANSFER AGREEMENT

Between:

KOLEHIYO NG LUNGSOD NG DASMARIÑAS

Brgy. Burol Main, City of Dasmariñas

Province of Cavite

(hereinafter referred to as "KLD")

And

Insert Full Legal Name of Student Researcher 1 (BOLD, CAPSLOCK)

Insert Full Address of Student Researcher 1

Insert Full Legal Name of Student Researcher 2 (BOLD, CAPSLOCK)

Insert Full Address of Student Researcher 2

Insert Full Legal Name of Student Researcher 3 (BOLD, CAPSLOCK)

Insert Full Address of Student Researcher 3

Insert Full Legal Name of Student Researcher 4 (BOLD, CAPSLOCK)

Insert Full Address of Student Researcher 4

(hereinafter referred to as "Student Researcher")

RECITALS

WHEREAS, Student Researcher is a student of KLD and has created certain intellectual property and/or knowledge *(hereinafter referred to as "the Work")* as part of their academic work at KLD;

WHEREAS, student researcher is engaged in research and development activities that generate valuable knowledge and technology;

WHEREAS, KLD has a policy regarding the ownership and transfer of intellectual property created by its students, as outlined in the KLD IP Policy;

WHEREAS, the Philippine Technology Transfer Act of 2009 (RA 10055) and other relevant laws encourage the transfer of knowledge and technology for economic and social benefit;



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WHEREAS, student researcher desires to transfer certain Knowledge and/or Technology to Kolehiyo ng Lungsod ng Dasmariñas for IP protection, commercialization, further development and utilization;

WHEREAS, Kolehiyo ng Lungsod ng Dasmariñas desires to receive and utilize the said Knowledge and/or Technology under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Description of the Work

Student hereby describes the Work as:

Title of the Study: _____

Designed to: _____

And developed as part of the partial fulfillment of requirements for the Degree of **Bachelor of Science in** _____.

**Kindly attached any supporting documentation, such as project reports, code, designs as attachments as Appendix A of this agreement.

2. Ownership and Protection of Intellectual Property

Consistent with the KLD IP Policy, the parties agree that the KLD will be the owner of the copyright, patent works and UMs. The work was submitted and transferred to the KLD as an academic requirement and was generated when the student researcher got financial aid from the college in the form tuition fee waiver, scholarship, stipend, allowance, income or any comparable benefit, regardless of the amount.

Notwithstanding the above, the following specific provisions shall apply to this Work:

- The Researcher/s hereby transfers and assigns to KLD the rights for IP protection, further development, and commercialization of the Work.
- The **Intellectual Property, Technology Licensing and Data Privacy Unit (IPTLDPU)** shall lead the filing, protection, and maintenance of the Work.
- The Researcher/s retains the right to be recognized as the author/inventor of the Work.

3. Transfer of Rights

The parties agree to pursue commercialization through one of the following modes as defined by policy:

- Authorizing a third party to use the IP in exchange for royalties.
- The creation of a separate legal entity by the researcher to commercialize the technology, subject to the submission of a Business Plan to the Office of the Vice President for Regal Formation and Mission, Research and External Affairs thru Intellectual Property, Technology Licensing and Data Privacy Unit.
- The outright transfer of ownership to a third party, requiring approval from the Office of the President.



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4. Representatives and Warranties

Researchers represents and warrants that:

- a. They are the sole creator of the Work or have obtained all necessary permissions from any co-creators.
- b. The Work does not infringe upon the intellectual property rights of any third party.
- c. They have the full right and authority to enter into this Agreement and transfer the rights to the Work.

KLD represents and warrants that:

- a. It shall use the Work in accordance with all applicable laws and regulations.
- b. It shall abide by the terms of the KLD IP Policy and the KLD Knowledge and Technology Transfer Policy.

5. Revenue and Royalty Distribution

All monetary benefits (royalties, income from assignments) shall be distributed according to the KLD IP Policy and IRRs.

Unless otherwise agreed, distribution shall be made first to any involved third parties, then to the Student Researcher and Institution.

The Office of the Vice President for Regal Formation and Mission, Research and External Affairs (OVPRFMREA) shall provide an annual accounting of revenue distribution.

6. Conflict of Interest (COI)

The Student Researcher must report in writing any potential COI, especially if they hold equity in a company supporting their research.

No student shall be assigned to projects leading to direct financial benefit for a researcher without prior institutional approval.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

The parties agree to hold any confidential information disclosed by the other party in connection with this Agreement. All KLD employees and students are not permitted to disclose any information derived from research and other related activities (technologies, inventions, and trade secrets) that is required for the protection of the institution's intellectual property rights or is subject to a Confidential Disclosure Agreement between KLD and any third party. The institution's confidential information must be identifiable and marked.



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8. Dispute Resolution

Parties shall exert earnest efforts to settle disputes through the **KLD Intellectual Property Committee (KLDIPC)**. Disputes involving student status shall follow the KLD Student Handbook and KLD Intellectual Property Manual.

9. Declaration

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

KOLEHIYO NG LUNGSOD NG DASMARIÑAS

KENNETH A. AUXILLOS-CUALBAR

Lead, Intellectual Property, Technology Licensing and Data Privacy Unit

Date: _____

CECILIA RAQUEL C. ALVARAN

Director, Center for Knowledge Management and Information and Research Development

Date: _____

DR. ERNESTO L. BASTIDA JR.

Vice President, Regal Formation and Mission, Research and External Affairs

Date: _____

STUDENT-RESEARCHER/s

Name & Signature: _____ Date: _____

Name & Signature: _____ Date: _____

Name & Signature: _____ Date: _____

Name & Signature: _____ Date: _____

Name & Signature: _____ Date: _____