

IPOP HL MEMORANDUM CIRCULAR 2020- 016

SUBJECT : GUIDELINES ON IPOP HL STUDENT INTERNSHIP AND PRACTICUM (ISIP) PROGRAM

I. RATIONALE

The Intellectual Property Office of the Philippines (IPOP HL), through the IP Academy and the Financial Management and Administrative Services Bureau (FMAS), offers an ideal solution for a full intellectual property immersion experience, through the IPOP HL STUDENT INTERNSHIP AND PRACTICUM (ISIP) PROGRAM. This is a specialized internship program which is offered to a handful of carefully selected undergraduate/graduate students and young professionals with a demonstrated interest in at least one of the areas in intellectual property and IP-related matters.

The ISIP Program is a performance-oriented learning opportunity for both undergraduate and graduate students to obtain meaningful experience through the work assignments based on IPOP HL's current needs related to its mandate and activities. The aim of the program is to give the interns full exposure to IPOP HL's daily work over one- to two-month period.

Student interns who were placed in IPOP HL expressed positive appraisal on their learning experiences and the professional dealings accorded to them by the management and employees. Likewise, the Bureau supervisors also expressed their satisfaction in the students' capability to acquire and demonstrate new skills. As a result, the program provided opportunity for IPOP HL to develop new breed of professionals, members of the workforce and potential leaders.

II. OBJECTIVES

Generally, these guidelines set the over-all policies on the ISIP Program in IPOP HL.

Specifically, it will provide mutual benefits for IPOP HL and the student interns through the following:

a. For IPOP HL to:

- a. IPOP HL and respective Universities ties are strengthened, and communication is improved.
- b. Interns can energize IPOP HL's workplace with their enthusiasm and willingness to learn.
- c. Interns can provide new ideas and viewpoints to IPOP HL.
- d. The internship program support IPOP HL's IP awareness and education programs.
- e. Increase IP awareness and education by providing a venue to expose interns various degrees of work involving intellectual property.
- f. Accomplish its mission as the primary agency tasked with the training and development of the IP literacy of the Filipino people.

b. For student interns to:

- a. Gain knowledge on intellectual property rights.

- b. Experience and appreciate public service.
- c. Apply classroom learning to actual work.
- d. Develop their competencies as educated professionals.
- e. Plot their future careers in the field of IP.
- f. Valuable work experience for their resume and potential to earn academic credit.

III. DEFINITION OF TERMS

In order to provide a common understanding of this circular the following terms are defined as follows:

1. **Absorptive Capacity**- Refers to the capacity of the bureau/office to accommodate trainees, depending on the number of student trainees and the specific course/field of studies required.
2. **Affiliated SUCs** - Refers to the Schools, Colleges and Universities with approved Memorandum of Agreement (MOA) with IPOPHL.
3. **Supervisor**- Refers to IPOPHL employee who oversee, monitor and evaluate the placement of students/trainees, and who holds a supervisory or senior position in the bureau/office.
4. **Post-graduate Students** – Refers to students enrolled in Diploma/Certificate Courses, Master's Degree and Doctorate Degree.
5. **IPOPHL Student Internship and Practicum (ISIP) Program Focal Person (ISIP-FP)**
- Refers to the HRDD staff who coordinates and monitors the placement of students/trainees.
7. **Student Interns** refers to student/s with practicum / on-the-job requirement endorsed by affiliated Schools, Universities and Colleges (SUCs).
8. **SUC Coordinator** refers to the personnel designated by the SUCs to perform coordination activities with ISIP Program Focal Person. He/she shall monitor the performance of trainees and assist the ISIP Program Focal Person in addressing concerns related to training of students.
9. **Tertiary Education** refers to bachelor's degree courses.
10. **Graduate Interns** refers to students who completed their bachelor's degree and intends to gain competencies and experience in their field of specializations.

IV. SCOPE AND COVERAGE

These guidelines shall cover the Implementation of ISIP Program in IPOPHL. Specifically, it shall cover students in Tertiary and Post-graduate in the following fields:

- Legal / Law
- Industrial Engineering and Technology
- Science and Engineering Courses
- Marketing and Communication Arts
- Finance and Accounting
- Human Resource and Office Administration


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- Information Technology

V. STUDENT INTERNSHIP AND PRACTICUM TRACKS

A. GENERAL OPERATIONS INTERNSHIP TRACK (For undergraduate students only)

The General Operations Internship track is a service-oriented learning opportunity tailored for undergraduate students to gain hands-on experience on the various general functions and operations of the different Bureaus of IOPPHL. The undergraduate students will be assigned based on IOPPHL's general operational needs.

B. HIGHLY TECHNICAL INTERNSHIP TRACK (For undergraduate and law students)

The Highly Technical Internship track offers opportunity for undergraduate and law students to gain full and comprehensive exposure in the field of IP administration and protection for a period of between 1 to 3 months. Students who will undertake this track shall be assigned to work on specialized tasks and activities by the Bureau Directors and Assistant Directors of IOPPHL.

VI. GENERAL POLICIES

The following general policies shall be observed:

A. Qualification

The ISIP Program candidates must:

- a) Be at least eighteen (18) years of age at the time of engagement
- b) Fluent in English (both spoken and written)
- c) Have completed or be completing a degree in law, business, economics, engineering, sciences, or related fields
- d) Undergraduate students may still apply provided they are presently enrolled in the university or equivalent higher education establishment and have completed at least three years (six semesters) of their studies at a university or equivalent higher education establishment.
- e) Proficient computer and office equipment skills
- f) Able to work independently and as part of a team

B. Placement of Students/Trainees

1. Acceptance of students for placement shall be based on the recommendation of IOPPHL Student Internship and Practicum Screening Committee (ISIP-SC) who will conduct screening based on the relevance of the programs and courses, potentials of students to absorb new learning and develop skills, and the availability of a supervisor to ensure that quality supervision will be given to the trainees.
2. Students for placement in IOPPHL, must submit the following:
 - 3.1. Endorsement letter from SUC
 - 3.2. Resume
 - 3.3. Photocopy of ID/Registration Card with picture
 - 3.4. Medical Certificate with Drug Test
 - 3.5. Course Description (which includes the # of hours required)


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3.6. Cover Letter

3. A written approval by the Director of Financial Management and Administrative Services (FMAS), shall serve as the official endorsement of students/interns to their respective place of assignments.
4. The interns are required to undergo the IP Academy's IP Boost Camp training program, which is an intensive 5-day training on IP and other IP related matters for undergraduate and law students, or any other intermediate preparatory training program on IP. The IP Boost Camp will further enhance their competencies and knowledge including exposures on intellectual property administration and research activities. The hours undertaken during the IP Boost Camp are not accounted to the internship hours of the trainees. IPOPHL shall cover the training fees of the accepted interns in the IP Boost Camp training program.
5. A separate general orientation with a generic module about IPOPHL to include the following:
 - 5.1. Vision, Mission and Goals
 - 5.2. Programs and Services
 - 5.3. Organizational Structures
 - 5.4. House Rules for Interns

The General Orientation shall be conducted by the Human Resource Development Division. Another orientation specific to their job placement/assignment will be done by the Bureau Supervisor at the start of the training period.

6. A Program of Work shall be submitted by the Bureau Supervisor to the ISIP-FP and the SUC coordinator for screening and approval. The Program of Work must ensure that beginning skills on the trainees/students' field of work/profession will be acquired during the training period. The Program of Work should be specific and relevant to the interns' academic area, which, once completed, shall enhance the interns' professional competencies and skills.

7. An on-boarding conference shall be conducted with the student/trainee/s, the SUC Coordinator/s, Supervisor/s and the ISIP Program Focal Person at the start of the placement.

C. Grounds for Revocation/Termination of Contract of Affiliation

The Memorandum of Agreement (MOA) on affiliation with SUCs may be revoked for failure to take actions on the problems encountered with the students such as (a) habitual absences without valid reason; (b) frequent tardiness; (c) releasing confidential information; (d) misconduct prejudicial acts against the policies and mandates of IPOPHL; and (e) falsification of documents.

Revocation will only be effective after formal discussions, deliberations and meetings between the IPOPHL and SUC Coordinator/Representative/s have taken place.

D. Grounds for Termination of Student/s under ISIP Program

Involuntary Termination:


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The following shall constitute the grounds for termination of students under ISIP Program:

1. Absences without valid reasons, for more than 20% of the required number of training hours, unless a written request for make-up duty supported by an excuse letter from the students is approved by the SUC Coordinator and HRDD Head; and
2. The student trainee/s has been found out to have substantially violated office rules and regulations and the House Rules for OJT.
3. Commission of acts that will diminish the integrity of the IPOPHL.
4. Commission of a crime or offenses punishable by law.
5. Commission of acts of dishonesty or misrepresentation.

The ISIP-SC shall first send a written notice to the trainee, informing him/her of the nature and cause of the accusation against him/her. The trainee shall be given five (5) days to reply, or in lieu thereof, the ISIP-SC can conduct a hearing with the participation of the intern. Failure of the intern to reply or to participate, shall be deemed a waiver of the right to be heard. After careful evaluation of the evidence, the ISIP-SC shall issue another notice informing the intern of his/her withdrawal from the program.

The trainee shall be liable for damages and costs, after assessment of the proper authority, sustained by the IPOPHL as a result of the withdrawal.

Voluntary Termination:

The trainee may withdraw from the program after providing a written prior notice for a period of at least 7 days. The intern shall be liable for damages and costs, after assessment of the proper authority, sustained by the IPOPHL as a result of an early voluntary withdrawal.

E. Issuance of Certificate of Completion

1. Certificates of Completion of Training shall be prepared by the HRDD upon receipt of completed evaluation form from the Supervisor.
2. Certificates of Completion of Training together with the rating and evaluation by the Supervisor shall be issued to the designated SUC coordinator, in sealed-envelop, with letter of endorsement signed by the HRDD Head indicating the names of trainees who will be the recipient of the certificates.
3. All interns who completed the internship program shall attend the ISIP graduation ceremony where outstanding interns will be commended and awarded.
4. Certificates of Completion of Training which remain unclaimed after the end of the succeeding semester / academic period will be sent to the respective SUC coordinators in PDF file thru electronic mail and will be subject to disposal after one (1) year.


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5. Student/s or trainee/s shall not be given a Certificate of Completion of Training based on the following reasons:

- 4.1. Failure to submit the completed Narrative Evaluation Form;
- 4.2. Proven to have violated pertinent rules and regulations;
- 4.3. Tardiness for more than 20% of the required number of training days; and
- 4.4. Failure to complete the required number of hours and expected output.

F. Request for Extension of Training Period/Make up Duty

1. Student/s or Trainees with deficient number of hours upon termination of training period may request for extension thereof until the full completion of required training/practicum hours.

2. The SUC coordinator will request thru the HRDD for the issuance of permit for make-up duty with attached explanation or excuse letter of the students if applicable. The permit must be presented to the Bureau/Office on the first day of make-up duty.

G. Confidentiality Agreement

For the purposes of this agreement, the IPOPHL, its employees, consultants, and staff shall be deemed the "discloser" and the intern shall be deemed the "recipient"

It is understood and agreed to that the discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary to maintain the integrity and excellence of the IPOPHL the parties agree that:

1. The Confidential Information to be disclosed includes but is not limited to: Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, non-public financial projections, customers, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

Confidential Information as it is hereby understood includes all pending cases and matters before the Bureaus including but not limited to cases and matters pending for resolution, applications for registration, and all other matters received by the recipient in a confidential capacity.

2. The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
3. The Recipient shall not use any confidential information received as such for the creation of intellectual property without the express approval from the IPOPHL.
4. The intern shall be personally responsible for any damages and liabilities that the IPOPHL and its employees may incur as a result of the violation of this confidentiality agreement.

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VII. PROCEDURE FOR AFFILIATION

The following steps and procedures shall be undertaken by the implementers of the ISIP Program:

A. Contracting Phase

1. The Head or the designated representative of the SUC shall submit a Letter of Intent (LOI) to HRDD with the following supporting documents:
 - 1.1. Securities and Exchange Commission (SEC)/Commission on Higher Education (CHED) Registration
 - 1.2. Brief overview of the school/college/university
 - 1.3. Course /Practicum Module
2. The HRDD Head shall assess the submitted documents and submit his/her recommendation for acceptance or denial of application for affiliation to the Director of Financial Management and Administrative Service (FMAS).
3. For denied applications, a letter of denial, stating the reason thereof shall be sent to the concerned Head of SUC.
4. For approved applications, a Memorandum of Agreement/ Contract of Affiliation shall be executed between IPOPHL and the SUC. The affiliating SUCs shall be responsible for the notarization of the Memorandum of Agreement.
5. The MOA/Contract of Affiliation shall be effective for five (5) years unless revoked or terminated for valid cause.
6. For renewal of MOA/ Contract of Affiliation, the SUC shall submit the following documents to the HRDD:
 - 7.1. Letter of intent to renew;
 - 7.2. Evaluation of previous field placement assignments; and
 - 7.3. Signed renewal of MOA/Contract of Affiliation

B. Screening Phase

The ISIP-SC, which will be created for this purpose, will conduct the pre-screening of the student applicants.

1. The student applicant will undergo the following pre-screening process:
 - 1.1. General information on Intellectual Property, which shall also gauge the level awareness of the student on IP.
 - 1.2. Individual interview with at least three (3) members of the ISIP-SC. Representative from the Bureau/Office where student will be placed and the Head of HRDD or his/her representative must be present.
2. The ISIP-SC will recommend whether ACCEPT or DENY based on the result of interview. However, the HRDD Head may exercise level of flexibility in accepting student trainee/s for justifiable reasons other than the results of interview.

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C. Onboarding Phase

1. On-boarding conference shall be facilitated by HRDD with the ISIP Program Focal Person, SUC Coordinator/s, Students/Trainees, and the Supervisor/s where the student/s will be placed.
2. The following shall be the order of on-boarding program:
 - 2.1. Completion of the Camp IP program of IP Academy or any other preparatory intermediate training seminar;
 - 2.2. Orientation on IPOPHL programs and services, policies, and House Rules for Student Trainees;
 - 2.3. Presentation of Practicum modules by the SUC Coordinator;
 - 2.4. Proposed work program for Student Trainees by the Bureau Supervisor; and
 - 2.5. Job orientation by the Supervisor.

D. Post-Training Evaluation Phase

1. Evaluation shall be made within one week upon completion of the required training hours and output. Otherwise, the Supervisor shall explain or justify in writing the reason for late submission.
2. The Supervisor shall submit the accomplished Daily Time Record and completed Evaluation Form of each student/trainee to the HRDD attesting that the requirements for the training program have been satisfactorily met by the student/trainee, if such is the case.
3. An exit conference shall be conducted to address issues and concerns encountered during the ISIP Program and other recommendations to improve the implementation of the program.
4. The following shall constitute the grounds for the denial of an issuance of a certificate of completion of the IPOPHL Student Internship and Practicum Program:
 - a. Failure to submit the completed Narrative Evaluation Form;
 - b. Absences without valid reasons, for more than 20% of the required number of training hours, unless a written request for make-up duty supported by an excuse letter from the students is approved by the HRDD Head;
 - c. The intern has been found out to have substantially violated office rules and regulations and the House Rules for Internship; and
 - d. The intern has received unfavorable evaluations from the supervisor and the ISIP-SC has deemed it proper to deny the issuance of a certificate of completion in maintaining the integrity and standards of IPOPHL.

VIII. INSTITUTIONAL ARRANGEMENTS

To ensure the quality of implementation of the Student Training and Internship Program, below are the roles and responsibilities of the following:

1. **IPOPHL Student Internship and Practicum Program Screening Committee (ISIP-SC)**

8



The ISIP-SC shall be composed of the following:

Chairperson : Chief Administrative Officer of HRDD
Alternate : Administrative Officer V of HRDD
Members : Representative from:
Bureau of Legal Affairs
Information Technology Management Services
Bureau of Patent
Bureau of Trademarks
Bureau of Copyright and Related Rights
Innovation Bureau

The ISIP-SC shall deliver the following:

- 1.1. Formulate a General IP Awareness Questionnaire;
- 1.2. Develop interview guide and criteria for acceptance and denial;
- 1.3. Conduct actual screening and recommend for acceptance or denial; and
- 1.4. Review and recommend for the enhancement and modification of policies and programs on ISIP Program, as needed.

2. Human Resource Development Division (HRDD)

- 2.1. Serve as the "clearing-house" of all activities related to ISIP Program such as processing of application or renewal of contract of affiliation of schools, colleges and universities with IPOPHL, issuance of permit for field placement and preparation of Certificates of Completion of Training of students/trainees;
- 2.2. Provide assistance to the Supervisors and to coordinators of affiliated SUCs for the implementation of the Student Internship and Practicum Program;
- 2.3. Coordinate, monitor and oversee the placement of students/interns in Bureaus/Offices;
- 2.4. Conduct on-boarding programs prior to placement in collaboration with the IP Academy;
- 2.5. Conduct consultation meetings with IPOPHL designated Supervisors and SUC coordinators to discuss and resolve issues and concerns related to the Student Training and Internship Program; and
- 2.6. Conduct post-training conferences with the SUC coordinators, Supervisors and Student trainees.

3. Bureaus/Offices

- 3.1. Designate supervisor/s to directly oversee, monitor and evaluate the performance of students/trainees;
- 3.2. Ensure that the supervisor/s will conduct actual job orientation at the start of the training period;
- 3.3. Ensure that the supervisor/s will be present during the onboarding and exit conference with the student/s/trainee/s and SUC coordinators;


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- 3.4. Submit the completed Evaluation Form of each student/trainee to HRDD attesting that the requirements for the training program have been satisfactorily met.

IX. OTHER INTERNSHIP AGREEMENTS

1. For international trainees, IPOPHL shall not be responsible for arranging travel, visas and/or accommodation.
2. Interns shall not receive compensation under the internship program. However, IPOPHL shall cover the training costs related to their participation in the IP Academy's IP Boost Camp. In addition, the interns may avail of the free transportation offered by IPOPHL through its shuttle busses and other vehicles, depending on the priority of IPOPHL passengers and availability of seats.
3. Student/Interns Work Schedules - Interns are expected to work full time from 8:00am to 5:00pm, with one (1) hour break from 12:00 noon to 1:00pm, Monday to Friday, except during holidays and declared suspension of work. However, the intern may request to work on a part-time basis upon the approval of the internship supervisor, Bureau Director, and the Human Resource Development Division (HRDD) head.
4. The ownership of Intellectual property created by the intern during the course of his/her internship and in the regular course of the internship shall belong to the IPOPHL. The intern hereby agrees and waives, in favor of IPOPHL, all rights and claims that he may have over such intellectual property that may be produced in the regular course of the internship.
5. Any intellectual property independently created by the Intern and outside of the regular course of the internship shall be exclusively owned by the Intern. Should the Intern make use of the resources of the IPOPHL in the creation of such intellectual property, the ownership shall be the subject of a separate agreement, in the absence thereof, it shall be governed by the rules of co-ownership.
6. The IPOPHL Student Internship and Practicum Program shall not, in any way, be interpreted as assurance to future employment with IPOPHL.
7. The intern by enrolling in the program, agrees that no employee-employer relationship is to be created between the intern and IPOPHL as a result of this contract. The intern also understands that this program is not an apprenticeship program under the meaning of the labor code, civil service laws, and other related laws, rules, and regulations.
8. Successful candidates may not be appointed to a contract or full-time equivalent position at IPOPHL during the period of their internship and for two (2) months immediately following the expiration date thereof.
9. The intern shall be primarily liable for all liabilities that he/she may incur in case of accident or injury to staff or damage to property of IPOPHL caused by him/her during the training program.


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10. The intern shall be personally responsible for any and all liabilities arising from his/her gross negligence and bad faith in the performance of his/her duties and functions.
11. The IPOPHL shall not be liable for any damages and/or injuries that the intern might sustain in the course of the internship except in cases of gross negligence, and bad faith on part of the employees of IPOPHL. The intern hereby waives all rights and claims for damages against IPOPHL except in cases of gross negligence and bad faith.
12. The parties hereby agree that all disputes arising out of or in connection with the present contract shall be subjected to good faith negotiations and mediation between the Parties before implementation of the legal proceedings pursuant to the provisions of the Alternative Dispute Resolution Law.
13. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the proper courts of the City of Taguig to the exclusion of all other courts or tribunals.

X. EFFECTIVITY

This Memorandum Circular takes effect immediately and supersedes previous issuances inconsistent herewith.

Issued in Taguig City, this MAY 27 2020 day of , 2020

ROWEL S. BARBA
Director General

Annex "A"

- House Rules for Student Trainees



HOUSE RULES FOR STUDENT TRAINEES

1.0 Office Attendance / Timekeeping

- 1.1 Regular office hours shall be from 8:00 a.m. to 5:00 p.m. with one (1) hour break from 12:00 noon to 1:00 p.m., Monday to Friday, except during holidays and declared suspension of work;
- 1.2 In unavoidable circumstances and occasions, rendering of overtime may be allowed upon recommendation of the Bureau Supervisor and approval of the HRDD but with the presence of the supervisor or a designated permanent IOPHL employee;
- 1.3 Time of arrival at and departure from the office must be promptly registered in the attendance logbook. The Bureau Supervisor must affix their initials beside the time entries in the time sheets.
- 1.4 Fifteen-minute breaks in the morning and in the afternoon may be allowed with prior permission from the Bureau Supervisor.
- 1.5 Individual Daily Time Records (DTRs) should be maintained avoiding erasures at all times.
- 1.6 DTRs promptly verified by the bureau supervisor must be submitted to the Human Resource Development Division together with the pertinent OB pass slips, when applicable, within the first five (5) working days of the succeeding month.

2.0 Identification Cards

- 2.1 All student trainees shall be issued an identification cards by the HRDD which shall be worn within the IOPHL premises at all times;
- 2.2 Identification Cards must be surrendered to the HRDD upon the completion or termination of the student training program.

3.0 Dress Code

3.1 Student/trainees must observe the following dress code:

FEMALE :

- Blouse / Blazer
- Skirts / Slacks
- Closed Shoes

MALE:

- Long/Short sleeved Polo
- Slacks
- Closed Shoes

3.2. The following are the prohibited attires:

- Casual attire such as sando, tank tops, walking shorts, cycling shorts, leggings, tights, jogging pants, rubber sandals, rubber slippers, "bakya";
- Party attire such as gauzy, transparent or net-like shirt or blouse, strapless or spaghetti-strap blouse (unless worn as undershirt) , blouse with over plunging neckline, micro-mini skirt, (at least 4 inches above the knee);
- Wearing of heavy theatrical make-up
- Ostentatious display of jewelries


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3.3. Exemptions are allowed on the following conditions:

- When religious affiliation or creed or any legitimate practice by the student trainee requires him/her to wear a particular clothing;
- Physical disabilities, and other legitimate health reasons;
- Pregnant student trainees are allowed to wear maternity dress;
- Mourning

4.0 Office Decorum

4.1 Student trainees must serve the public with promptness and courtesy:

- 4.1.1 A welcome gestures must be extended to all visitors;
- 4.1.2 Proper referral to concerned IPOPHL officials/personnel must be done to address specific needs of clients/visitors;
- 4.1.3 Conversation must be closed on a pleasant note with a gesture or manifestation of having had the pleasure of serving the client/s.

4.2 Courtesy to IPOPHL officials, employees and co-trainees must be displayed at all times;

4.3 As much as possible, telephones must be used for official purposes. Phone calls must be limited to three (3) minutes. Phone calls should be handled according to the following guidelines:

- 4.3.1 Phone calls must be promptly and courteously received;
- 4.3.2 When talking over the phone, a pleasant and radiating smiling voice must be projected;
- 4.3.3 When answering calls, identify oneself and the office and inquire courteously the purpose of the call;
- 4.3.4 Keep pad and pen handy so that messages can be taken down at once;
- 4.3.5 All phone calls must be properly recorded and forwarded to concerned officials/personnel if needed;
- 4.3.6 Conversations must end with a "thank you" or "goodbye" and the phone's receiver must be gently put back;
- 4.3.7 Do not let a caller wait at the other end of the line when the call is intended for somebody else. Answer or inform him/her of the delay from time to time, if unavoidable;
- 4.3.8 Any message left by the caller for somebody who is not available at the time of the call must be accurately taken and promptly relayed to personnel concerned;
- 4.3.9 Student trainees are prohibited from using the IPOPHL telephone lines in making long distance personal calls.

4.4 Student trainees must extend assistance and cooperation in all office activities. In the interest of public service, their work shall not be limited to the actual duties


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and responsibilities; consideration of personal interests; and convenience must yield to the demands and exigencies of work situations.

5.0 Confidentiality Agreement

For the purposes of this agreement, the IPOPHL, its employees, consultants, and staff shall be deemed the "discloser" and the intern shall be deemed the "recipient"

It is understood and agreed to that the discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary to maintain the integrity and excellence of the IPOPHL the parties agree that:

1. The Confidential Information to be disclosed includes but is not limited to: Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, non-public financial projections, customers, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

Confidential Information as it is hereby understood includes all pending cases and matters before the Bureaus including but not limited to cases and matters pending for resolution, applications for registration, and all other matters received by the recipient in a confidential capacity.

2. The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
3. The Recipient shall not use any confidential information received as such for the creation of intellectual property without the express approval from the IPOPHL.
4. The intern shall be personally responsible for any damages and liabilities that the IPOPHL and its employees may incur as a result of the violation of this confidentiality agreement.

6.0 Other Internship House Rules

6.1 The ownership of Intellectual property created by the intern during the course of his/her internship and in the regular course of the internship shall belong to the IPOPHL. The intern hereby agrees and waives, in favor of IPOPHL, all rights and claims that he may have over such intellectual property that may be produced in the regular course of the internship.

6.2 Any intellectual property independently created by the Intern and outside of the regular course of the internship shall be exclusively owned by the Intern. Should the Intern make use of the resources of the IPOPHL in the creation of such intellectual property, the ownership shall be the subject of a separate

3


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agreement, in the absence thereof, it shall be governed by the rules of co-ownership.

- 6.3 The intern shall be primarily liable for all liabilities that he/she may incur in case of accident or injury to staff or damage to property of IPOPHL caused by him/her during the training program.
- 6.4 The intern shall be personally responsible for any and all liabilities arising from his/her gross negligence and bad faith in the performance of his/her duties and functions.

