



OFFICE OF THE DIRECTOR IV	Signature
14 March 2022	Signature
15 March 2022	Signature

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Republic of the Philippines

Department of Education

OFFICE OF THE UNDERSECRETARY FOR CURRICULUM AND INSTRUCTION

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MEMORANDUM

DM-CI-2022-00071

DEPARTMENT OF EDUCATION
REGION VIII, EASTERN VISAYAS
RECEIVED
3/14/22
Date / Tracking No.
Signature

TO : REGIONAL DIRECTORS
Regions III and VIII

ATTENTION : SCHOOLS DIVISION SUPERINTENDENTS
Angeles City and Northern Samar

FROM : DIOSDADO M. SAN ANTONIO
Undersecretary for Curriculum and Instruction

SUBJECT : STATUS AND URGENT TASK ON THE DEVELOPMENT
OF STORYBOOKS IN LOCAL LANGUAGES

DATE : 02 March 2022

Over the past months, a series of storybook development workshops have been conducted in the division of Angeles City and Northern Samar with draft storybooks as output that are currently at different stages of finalization. Likewise, the involvement of teacher-writers and community elders are crucial on the process because they act as developer and validators on the content of the storybooks.

Relative to this, we would like to appeal to our counterparts to facilitate in ensuring that the sensitive cultural information on the developed storybooks is vetted and with the consent of the said communities and language group. Attached herewith is the official form from the Bureau of Learning Resources used in securing copyright issues on the materials developed by the Department.

Moreover, we would like to request the translation of the Attached Foreword in Kapampangan and Inabaknon to be included on the storybooks.

Kindly send the accomplished and duly notarized agreement and translated foreword to Mr. Gaudencio Luis N. Serrano, Supervising Education Program Specialist of the Bureau of Learning Delivery- Teaching and Learning Division, via email at gaudencio.serrano@deped.gov.ph.

Immediate dissemination of this memorandum is requested.



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INSTRUCTION

FOREWORD

The Department of Education is committed to support and strengthen the use of mother tongue in the teaching and learning from K to 3.

Stories written in learner's mother tongue are effective learning resource materials that will promote the literacy and numeracy skills of Key Stage 1 learners. Through these locally-produced stories in their mother tongue, learners will have a deeper understanding of their local culture and at the same time support neurocognitive-based teaching when learners make sense of the language and connect it with their experiences as they progress in learning a new language.

With the support from UNICEF, this original story from local community is developed and designed using the Blooms software. May each page of this story be treated with respect as it represents local culture and values.

Teachers may use this as a springboard to their daily lesson while appreciating the context, meaning, and values it represents.

Learners may use this story on their leisure time to practice good reading habits.

WRITER'S ASSIGNMENT AGREEMENT

This Agreement is made and entered this _____ day of _____, _____ by and between _____, _____ (Position) of _____ (Name of School/Office) at _____ (Address of School/Office), hereinafter referred to as "Assignor";

The **Department of Education**, a government entity mandated by law, B.P. 232, otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001", with office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Secretary, **LEONOR MAGTOLIS BRIONES**, hereinafter referred to as "**DepEd**".

WHEREAS, the parties intend that any and all proprietary rights and interests, including all intellectual property rights, pertaining to the _____ (Brief description of LR to be written/developed) hereinafter referred to as "Work", shall be owned by DepEd;

WHEREAS, this agreement is undertaken to ensure that should Assignor possess any proprietary rights or interests in the Work created and/or developed, any and all such rights, including all intellectual property rights, are lawfully assigned to DepEd;

WHEREAS, this agreement is executed to affirm that DepEd shall have absolute ownership over the Work created and/or developed by the Assignor.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and good consideration set forth herein, the Parties agree as follows:

1. **Assignment of the Work.** Assignor, should he/she have any proprietary rights or interests in the Work created and/or developed, hereby irrevocably assigns to DepEd any and all proprietary rights and interests, including all intellectual property rights thereto and therein. DepEd may exercise any and all rights as the absolute and exclusive owner of the Work. Assignor shall not hold or retain rights over the Work, nor shall there be reversion of the said rights to the Assignor in the future.
2. **Consideration.** In consideration of the assignment made by Assignor, as well as Assignor's premises, representations, covenants, and warranties under this Agreement, DepEd shall issue a **Certificate of Recognition** to Assignor and indicate the latter's name as the illustrator/author/creator of the Work.
3. **Representations and Warranties.** In the event that the Work created and/or developed is not considered a work of the Government of the Philippines as defined in Republic Act No. 8293 or the Intellectual Property Code of the Philippines, Assignor represents and warrants the following:
 - a. Assignor, as the original author and actual creator of the Work, has the legal capacity to grant assignment of any and all proprietary rights and interests to and in the Work, including all intellectual property rights thereto and therein;
 - b. There are currently no licenses outstanding granting any other person or entity the right to enjoy or lay claim to any intellectual property rights in the Work, nor will Assignor attempt to grant any such licenses at any time in the future. The Work, and all intellectual property rights interest in the Work, is free and clear of any liens, security interests, or other encumbrances.
 - c. The Work does not infringe upon the rights, intellectual property rights or otherwise, of any other person or entity.
 - d. There are no claims currently pending or threatened, nor does Assignor have any reason to believe in the future, against Assignor's right, ownership or interest in the Work.
4. **Waiver of Rights.** Assignor waives all the rights, including any right of prior approval, and release DepEd from, and will neither sue nor bring any proceeding against DepEd for, any claim or cause

of action, whether now known or unknown, for defamation, intellectual property rights violation, and invasion of the rights to privacy, publicity, or personality or any similar matter, or based upon or relating to the use and exploitation of the Work.

5. **Indemnification.** Assignor agrees to indemnify and hold harmless DepEd for any claims, suits, damages, actions, or other costs arising out of any breach of Assignor's warranties set forth in Section 3.
6. **Choice of Law and Venue.** This Agreement is governed by law and shall be construed in accordance with the laws of the Philippines. In case of litigation, both parties agree that the venue should be the component Courts of Pasig City to the exclusion of all other courts.
7. **Separability Clause.** If any of the provisions of this Agreement becomes invalid, illegal, or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
8. **Effectivity.** This agreement shall take effect immediately upon signing by the parties and shall supersede and replace any prior agreement signed between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place first above written.

Assignor

DepEd

Signed in the presence of:

ARTWORK ASSIGNMENT AGREEMENT

This Agreement is made and entered this _____ day of _____, _____ by and between _____, _____ (Position) of _____ (Name of School/Office) at _____ (Address of School/Office), hereinafter referred to as "**Assignor**";

The **Department of Education**, a government entity mandated by law, B.P. 232, otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001", with office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Secretary, **LEONOR MAGTOLIS BRIONES**, hereinafter referred to as "**DepEd**".

WHEREAS, the parties intend that any and all proprietary rights and interests, including all intellectual property rights, pertaining to the _____ (Brief description of Artwork to be assigned) hereinafter referred to as "**Work**", shall be owned by DepEd;

WHEREAS, this agreement is undertaken to ensure that should Assignor possess any proprietary rights or interests in the Work created and/or developed, any and all such rights, including all intellectual property rights, are lawfully assigned to DepEd;

WHEREAS, this agreement is executed to affirm that DepEd shall have absolute ownership over the Work created and/or developed by the Assignor.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and good consideration set forth herein, the Parties agree as follows:

1. **Assignment of the Work.** Assignor, should he/she have any proprietary rights or interests in the Work created and/or developed, hereby irrevocably assigns to DepEd any and all proprietary rights and interests, including all intellectual property rights thereto and therein. DepEd may exercise any and all rights as the absolute and exclusive owner of the Work. Assignor shall not hold or retain rights over the Work, nor shall there be reversion of the said rights to the Assignor in the future.
2. **Consideration.** In consideration of the assignment made by Assignor, as well as Assignor's premises, representations, covenants, and warranties under this Agreement, DepEd shall issue a **Certificate of Recognition** to Assignor and indicate the latter's name as the illustrator/author/creator of the Work.
3. **Representations and Warranties.** In the event that the Work created and/or developed is not considered a work of the Government of the Philippines as defined in Republic Act No. 8293 or the Intellectual Property Code of the Philippines, Assignor represents and warrants the following:
 - a. Assignor, as the original author and actual creator of the Work, has the legal capacity to grant assignment of any and all proprietary rights and interests to and in the Work, including all intellectual property rights thereto and therein;
 - b. There are currently no licenses outstanding granting any other person or entity the right to enjoy or lay claim to any intellectual property rights in the Work, nor will Assignor attempt to grant any such licenses at any time in the future. The Work, and all intellectual property rights interest in the Work, is free and clear of any liens, security interests, or other encumbrances.
 - c. The Work does not infringe upon the rights, intellectual property rights or otherwise, of any other person or entity.
 - d. There are no claims currently pending or threatened, nor does Assignor have any reason to believe in the future, against Assignor's right, ownership or interest in the Work.

5. **Waiver of Rights.** Assignor waives all the rights, including any right of prior approval, and release DepEd from, and will neither sue nor bring any proceeding against DepEd for, any claim or cause

of action, whether now known or unknown, for defamation, intellectual property rights violation, and invasion of the rights to privacy, publicity, or personality or any similar matter, or based upon or relating to the use and exploitation of the Work.

6. **Indemnification.** Assignor agrees to indemnify and hold harmless DepEd for any claims, suits, damages, actions, or other costs arising out of any breach of Assignor's warranties set forth in Section 3.
7. **Choice of Law and Venue.** This Agreement is governed by law and shall be construed in accordance with the laws of the Philippines. In case of litigation, both parties agree that the venue should be the component Courts of Pasig City to the exclusion of all other courts.
8. **Separability Clause.** If any of the provisions of this Agreement becomes invalid, illegal, or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
9. **Effectivity.** This agreement shall take effect immediately upon signing by the parties and shall supersede and replace any prior agreement signed between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place first above written.

Assignor

DepEd

Signed in the presence of:

INVENTORY OF COPYRIGHTED THIRD-PARTY CONTENTS

This inventory is separate from the Development Catalog, whose sole purpose is to aid decision-making on whether to enter into an agreement with collective management organizations.

Title of Learning Resource: _____

Grade Level/ Program: _____

Type of Learning Resource: _____

Title/ Description of Third-party Content	Basis (Brief statement indicating the necessity and purpose of copying the content)	Creator	Copyright Holder	Source and Contact Details of the Copyright Holder	Details of Copying (Brief narrative on the preparation for copying; attach conforme letter or agreement if necessary)	Conditions of Use

*All third party contents listed in this Inventory, except for works currently included in existing licensing agreements by DepEd and copyright owners or representing collective management organizations, shall have permission or license to copy for the intended learning resource being developed. Preparations for such shall be done by the learning resource developers. As such, each developer (writer, illustrator, photographer, etc.) shall prepare the necessary permissions.

Prepared by:

PRO FORMA COMMUNICATION SEEKING PERMISSION TO COPY

[Date]

[Name of Copyright Owner]

[Address of Copyright Owner]

Subject: **Request for Copyright Permission**

Dear [Name of Copyright Owner or Agent]:

We are writing to ask permission to use [specific title of work or content of work to be copied] from your work entitled [title of book or the work from where the specific content will be copied from].

The said content/s will be essential in attaining the objectives of the learning resource [title of assigned learning resource] for use by public school learners and teachers in the Philippines.

Use of selected work includes distribution in printed and digital forms and conversion into radio formats. As the learning resource will be broadcasted over the radio, it may likewise be heard by the general public. The following are the limitations of the copying:

1. Rightful owners will be attributed properly.
2. Learning resource produced is purely educational and noncommercial.
3. Copied contents will not violate moral rights of the rightful owners.
4. Copying is only for the specified learning resources.
5. Copyright remains with their rightful owners.

Please complete and return the conforme slip at your earliest convenience.

Thank you very much.

Sincerely yours,

[Name of Developer, Position, and Contact Information]

[Name of Copyright Owner]

[Signature]

[Date]

PHOTO RELEASE FORM

Name of Subject (photographed person or property)	
Address of Subject (or Location of Property)	
Contact Details (mobile)	
Email address	
Date(s) of Photo shoot	
Location(s) of Photo shoot	

THIS PHOTO AND RELEASE AGREEMENT is dated _____ and is between _____, photographer and _____, model/s or subject owner/s.

The Agreement is as follows:

Model/s or subject owner/s hereby grant/s Photographer permission to photograph me him/her/them/the subject. Model/s or subject owner/s further give/s him/her my Photographer irrevocable consent to use, reuse, publish, republish, the photographs in whole or in part in printed learning resources. Model/s or subject owner/s waive/s any rights to intellectual property, royalties, or other compensation arising from or related to the use of the photos.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place first above written.

Name of Model/s or Owner/s of Subject
(In cases where model or subject owner is under 18 years old, a parent or legal guardian must also sign)

Photographer

Signed in the presence of:

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____)

BEFORE ME, personally appeared the following persons:

Name Competent Proof of Identity Date/Place Issued

personally known to me to be the same persons who executed the foregoing instrument for and on behalf of the entities represented herein, and they acknowledged to me that the same is their free and voluntary act and deed.

I hereby certify that this document, consisting of _____ pages, including this page on which this acknowledgment is written, has been signed by the Parties and their instrumental witnesses at the foot thereof and on each and every page of this Memorandum of Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____, 2020 at _____, Philippines.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 202_.