



PROJECT: Procurement of Copyright Licenses
CONTRACT NO.: 2024c-BLR2(010)-BIII-DC043-C289

LICENSE AGREEMENT

This License Agreement for Copying of Licensed Copyrighted Works (the "Agreement") made and entered into this 27 DEC 2024 2024, by and between:

The **DEPARTMENT OF EDUCATION**, a national government agency created by virtue of Batas Pambansa Blg. 232, as amended by Republic Act No. 9155, with office address at DEPED Complex, Meralco Avenue, Pasig City, hereinafter referred to as the DEPED and represented herein by Department of Education Assistant Secretary for Bureau of Learning Resources, **JANIR T. DATUKAN** hereinafter referred to as "**DEPED**";

-and-

FILIPINAS COPYRIGHT LICENSING SOCIETY, INC., a non-stock, non-profit corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at 5 Everite St., Brgy. Calumpang, Marikina City, 1801, Republic of the Philippines, represented by its Executive Director, **ALVIN J. BUENAVENTURA** hereinafter referred to as "**FILCOLS**";

DEPED and **FILCOLS** shall be collectively called "**PARTIES**" and individually as a "**PARTY**".

WITNESSETH:

WHEREAS, FILCOLS is the Collective Management Organization (CMO) officially accredited by the government through the Intellectual Property Office of the Philippines (IPOPHL) to collectively administer, license, and enforce the right of reproduction of authors, publishers, and other right holders in the text and image sector.

WHEREAS, the DEPED is a national agency vested with accountability, and responsibility in ensuring access to quality education, as well as promoting equity in and access to the same, which encompasses kindergarten, elementary and secondary education as well as alternative learning systems for out-of-school learners and those with special needs.

WHEREAS, DEPED intends to respond to the need for learning resources (LRs) due to several circumstances, **DEPED** has to respond to such need through several issuances. This requires the production of modules, activity sheets, and materials for multimedia adaptation on **DEPED** official platforms online, on radio, and on television and accessible formats of such materials, and other relevant LR. All of the aforementioned LR are intended to complement textbooks and other existing school instructional materials, without replacing them.

WHEREAS, FILCOLS, for public interest, and considering that it is the most feasible source for the numerous copyrighted works constituting the subject matter of

Witness
 KETIBINA REYNA V. DASTOR
 ALVIN J. BUENAVENTURA
 FILCOLS
 EDWARD J. SIMENEZ
 DEPED's Witness
 Asec. JANIR T. DATUKAN
 DEPED

this Agreement, and provided that the License Fee computed during the effectivity of this Agreement is only for the development and first mass reproduction or utilization via distance learning platforms of the LRs until the end of this Agreement, and without prejudice to negotiations for the License Fees for the succeeding reproductions or utilization for other identified LRs, has agreed to grant **DEPED** such license;

WHEREAS, DEPED has requested from **FILCOLS**, and **FILCOLS** has granted **DEPED**, a non-exclusive, non-transferable license to Copy the Licensed Copyrighted Works in the Philippines for the sole purpose of creating the said LRs within one (1) year from signing of this agreement.

WHEREAS, in consideration of the license granted by **FILCOLS**, **DEPED** shall pay **FILCOLS** a License Fee, due to the limited available funds which shall be subject to relevant laws, rules and regulations concerning accounting, auditing, budgeting and procurement.

WHEREAS, DEPED clearly communicated to **FILCOLS** that this Agreement shall not replace textbooks produced by private publishers in accordance with RA 8047 also known as the "Book Publishing Industry Development Act." The learning resources produced under this Agreement are in response to dire circumstances faced by **DEPED** like the armed-conflict, high heat index, possible epidemic, pandemic disease which country often experiences due to climate change which increase in ferocity and destruction.

WHEREAS, the License Fee received by **FILCOLS** shall be used exclusively for the development and first mass utilization of all LRs developed until the end of this Agreement. Said rate shall not serve as basis for copyright license fees in possible license agreements with **DEPED** in the future. The license fee shall cover all LRs created within one (1) year from signing of this Agreement which shall be used for all basic education Grade Levels.

FILCOLS and **DEPED** have entered into this Agreement in order to set out the terms and conditions of their agreement.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations, agreements, terms and conditions, the **PARTIES** hereby stipulate and agree as follows:

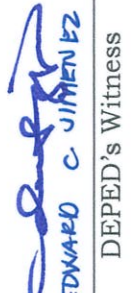
1. DEFINITIONS & INTERPRETATION

- 1.1. **Author** means a member or affiliate of **FILCOLS** who is the creator of the Licensed Copyrighted Work, and who has authorized **FILCOLS** to license the said Licensed Copyrighted Work to **DEPED**;
- 1.2. **Copy** means to make a reproduction of a Licensed Copyrighted Work in the manner and in accordance with the specified Copying Limits and otherwise in accordance with the Agreement;
- 1.3. **Copying Limits** means the limitations and circumstances under which Copying of a Work is authorized during the term of this agreement;
- 1.4. **Cost Recovery Basis** means that **DEPED** shall not profit from the distribution of copied materials to users of the LRs;

- 1.5. **Excluded Work** means a Work which **FILCOLS** has not been authorized to license under the Agreement and is outside the scope of this Agreement;
- 1.6. **Learning Resources** mean any text-based materials (print or non-print) or non-text-based materials aligned with the K to 12 curriculum used as primary bases or supplements to teaching and learning processes. This includes, but is not limited to the following: modules, activity sheets, including their translations, and materials for multimedia versions, including, but not limited to, reading, singing, and video lectures and performances of the printed versions, on **DEPED** official platforms online (i.e., **DEPED** Commons, **DEPED** LMS, **DEPED** LR Portal), on radio, and on television;
- 1.7. **Journal** means a Licensed Copyrighted Work in the form of a periodical publication other than a Newspaper;
- 1.8. **License Fees** means the fees in accordance with Schedule 1;
- 1.9. **Licensed Copyrighted Work** means the Works created by Authors and affiliates which **FILCOLS** is authorized to license out to **DEPED** under this Agreement which shall include international bilateral agreements;
- 1.10. **Newspaper** means a Licensed Copyrighted Work in the form of a newspaper, magazine or similar periodical which is offered to the public for sale other than by subscription and is published on a daily or weekly basis;
- 1.11. **Page**
 - 1.11.1. In the case of a Journal, it shall mean each page of an article;
 - 1.11.2. In the case of a Newspaper, it shall mean each article; and
 - 1.11.3. In the case of any other Work, it shall mean A4 or smaller sized reproduction of a part of the Work.
- 1.12. **Employee** means any individual suffered or permitted by **DEPED** to work;
- 1.13. **Territory** means all territories over which the Republic of the Philippines has sovereignty or jurisdiction;
- 1.14. **Work** means any literary, artistic, and/or derivative work, among others as defined under Sections 172 and 173 of Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines," as amended by Republic Act Nos. 9150, 9502 and 10372.
- 1.15. **Digital Format** means a facsimile copy of the printed work in its electronic form or the storage of a protected work in digital form in an electronic medium constituting a reproduction.
- 1.16. **Utilization** means the use of the contents of developed printed materials in other platforms such as radio, online, TV, and other similar platforms without changing the content or format means the use of the contents of printed materials in other platforms such as but not limited to audio and video for distribution over radio, social media, and television, without transforming or adapting the content.
- 1.17. **DEPED Development Team** refers to **DEPED** personnel who are duly authorized as writers, editors, illustrators, layout artists, and identified


REGINA REYES V. PASTOR
Witness


ALVIN J. BUENAVENTURA
FILCOLS


EDWARD C. JIMENEZ
DEPED's Witness


Asec. JANIR T. DATUKAN
DEPED

DEPED personnel involved in creating the LRs where the third-party content is used.

1.18. **Derivative Works** refers to dramatizations, translations, adaptations, abridgments, arrangements, other alterations of literary or artistic works, collections of literary, scholarly or artistic works, and compilation of data and other materials which are original by reason of the selection and coordination or arrangement of their contents.

1.19 **Adoption** in the British Copyright Act of 1965, refers to the "making of a translation dramatic version of a non-dramatic work, the making of a translation of the work and the making of a version in which the story or action is conveyed wholly or mainly by means of pictures in a form suitable for reproduction in a book, or in a newspaper, magazine or similar periodical."

1.20 **Reproduction right** refers to the right to make one (1) or more copies of a work in any manner or form.

2. SCOPE AND COVERAGE

The License Fee received by **FILCOLS** shall be used exclusively for the first mass utilization of all LRs developed until the end of this agreement.

The License Fee shall solely cover all the LRs created within One (1) year from signing of this agreement which shall be used for all basic education Grade Levels.

The License Fee shall cover the initial inventory of LRs to be used for various delivery modes but not limited to other additional LRs created by **DEPED** within One (1) year from the signing of this Agreement.

2.1 Copying

2.1.1 Copy means, in relation to the whole or a substantial part of a Work, to make a copy in any format, including, but not limited to the following:

- (a) Photocopying;
- (b) Printing;
- (c) facsimile transmission;
- (d) typing;
- (e) creating overhead transparencies;
- (f) hand;
- (g) digital formats;
- (h) audio format for accessible materials; and
- (i) audio and multimedia formats for distance learning.

2.1.2 Copying Limits

2.1.2.1 For multiple Copies, including compilations made at the direction of **DEPED**, up to:

- (a) for Journals and Newspapers, no more than one article from any issue, unless the articles relate to the same subject matter, in which case all those articles may be Copied;
- (b) artistic works may be copied provided that it is copied with the text accompanying or illustrating the same;

- (c) for anthologies, the greater of 15% of the Pages or an entire single short story, essay, article or poem;
- (d) for encyclopedia, dictionaries, annotated bibliographies or similar reference Works, the greater of 10% of the Pages or an entire entry;
- (e) for any other Work including books, the lesser of one chapter or 20% of the number of Pages of the Work.

2.1.2.2 These Copying Limits shall not apply for any Work where **DEPED** has made inquiries of its normal suppliers and a new copy of the Work cannot be obtained at the normal market price within 30 days.

2.1.2.3 The Work from which the Copy is to be made should normally be an original work. A Copy should not normally be made from a copy.

2.1.3. Excluded Works

List of those works excluded directly by the author or the publisher.

2.1.4. Attribution

DEPED must ensure that the information regarding the number of copies made shall be provided to **FILCOLS** prior to reproduction of any LRs.

2.1.5. Restrictions

2.1.5.1 Copying by persons other than the members of **DEPED** Development Teams is strictly prohibited unless it is authorized in writing by **FILCOLS** or the owner of the copyright in the Licensed Copyrighted Work.

The right of reproduction granted under this agreement does not include the right to derivative works of the copyrighted works.

2.2 Records of Copying

All Copying

1. During the term of this agreement, **DEPED** must permit **FILCOLS** access to such information regarding **FILCOLS** Licensed Copyrighted Work as would be necessary for purposes of calculating the license fees due to **FILCOLS** and for ascertaining the amount to be distributed to **FILCOLS** members.
2. **FILCOLS** may request **DEPED** to provide the following information regarding Works containing **FILCOLS** Licensed Copyrighted Work made during the term:
 - (a) title of Copyrighted Work;
 - (b) title of Journal, if appropriate;
 - (c) ISBN or ISSN, where known;
 - (d) page numbers and number of Pages Copied;
 - (e) author; and
 - (f) publisher.

[Signature]
REGINA REYNA V. PASTOR
Witness

[Signature]
ALVIN J. BUENAVENTURA
FILCOLS

[Signature]
EDWARD C. UIMENEZ
DEPED's Witness

[Signature]
Asec. JANIR T. DATUKAN
DEPED

3. LICENSE

- 3.1. Subject to clause 3, **FILCOLS** grants **DEPED** a non-exclusive, non-transferable license to reproduce the Licensed Copyrighted Works for the purpose of creating LRs for the duration of One (1) year from the signing of this agreement which shall be used for various learning delivery modes.
- 3.2. **DEPED** shall ensure that the Licensed Copyrighted Works shall only be reproduced by the **DEPED** Development Teams for the exclusive purpose of creating LRs.
- 3.3. Learning Resources. **DEPED** does not have the right to grant access to the Licensed Copyrighted Works to third parties.
- 3.4. **DEPED** will faithfully comply with reproduction of Copyrighted Works under the Agreement, particularly the Copying Limits or breach the prohibitions set out.
- 3.5. **DEPED** acknowledges that **FILCOLS** may notify **DEPED** from time to time that certain Works are Excluded Works and are outside the coverage of this Agreement. **FILCOLS** shall take into account such with any affected member and that any notification from **FILCOLS** however shall not affect **DEPED's** printed or utilized materials.
- 3.6. **DEPED** shall ensure that copies of Licensed Copyrighted Works made under this Agreement are distributed on a cost-recovery basis.

4. LICENSE FEES

- 4.1. **DEPED** shall have seven (7) calendar days upon receipt of the invoice for the payment of the License Fee to dispute in writing and inform the **FILCOLS** any discrepancy or adjustment in the invoice for correction or clarification. The undisputed portion of the invoice shall remain payable within the payment term agreed upon.

Subject to the immediately preceding paragraph, **DEPED** shall pay **FILCOLS** the License Fees within thirty (30) days from receipt of the invoice issued by **FILCOLS** and upon compliance with all the legal requirements.

- 4.2. The use of **DEPED** funds as required in the Agreement, shall be subject to the availability of funds and should be in accordance with the applicable provisions of RA No. 9184 or the "Government Procurement Reform Act" and its Implementing Rules and Regulations (IRR), and government accounting and auditing rules and regulations.

5. RECORDS AND INFORMATION

- 5.1. **DEPED** shall:
 - 5.1.1. Provide **FILCOLS** with such information as **FILCOLS** may request during the term of the agreement, which information shall be reasonably necessary to the determination of the amount of copying done by **DEPED**, which author is being copied, and which information shall be used to ascertain the amount to be distributed to **FILCOLS** members; and

Regina Reyna
REGINA REYNA V. PASTOR
Witness

Alvin J. Buena Ventura
ALVIN J. BUENAVENTURA
FILCOLS

Edward C. Jimenez
EDWARD C. JIMENEZ
DEPED's Witness

Asec. Janir T. Datukan
ASEC. JANIR T. DATUKAN
DEPED

5.1.2. Comply with all reasonable requests concerning access to information and the making of Copying records.

5.2. **DEPED** shall provide **FILCOLS** all LRs containing the copied Licensed Copyrighted Works prior to the reproduction or utilization of the same, upon which **FILCOLS** shall make a determination of the use of the Licensed Copyrighted Works. In the event that **FILCOLS** does not send a notice to **DEPED** of any findings within a period of ten (10) calendar days from the receipt of the LRs, **DEPED** may commence reproduction or utilization of the same.

5.3. **FILCOLS** shall provide **DEPED** a duly notarized certification that the copyright owners granted consent to the use of or copying of their material in the LRs of **DEPED** under the terms and conditions of this Agreement with attachments/supporting documents showing a complete list of said copyright owners and their written consents. The frequency of submitting an updated list is up to the discretion of the parties.

6. INFRINGEMENT

6.1. Both parties shall Promptly notify each other in writing of any claim which comes to its notice for infringement of copyright arising from Copying under the Agreement.

6.2. The **DEPED** shall:

- (a) Not be allowed to compromise or settle any claim or proceeding regarding copyright infringement with **FILCOLS** member or affiliates without the prior written consent of **FILCOLS** so far as the law provides; and
- (b) Upon request and at the expense of **FILCOLS**, permit **FILCOLS** to intervene during the proceedings regarding the above; provided the intervention of **FILCOLS** does not prejudice the interest of **DEPED**. When allowed, **DEPED** may secure the necessary power of attorney from the Office of the Solicitor General to allow the lawyers of **FILCOLS** to jointly or on its account defend, pursue or prosecute such claim or proceedings.

7. CAPACITY AND AUTHORIZATION

7.1. The Parties hereby represent and warrant that they are duly authorized and empowered to execute, deliver, and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust, or other instruments to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation that is enforceable in accordance with its terms.

8. INDEMNITIES

8.1. Any guilty party shall indemnify the innocent party for the damages it suffered due to breach, subject to proceedings mentioned under Item 10.4 of this Agreement and the existing laws, rules and regulations of the Philippines.


REGINA V. PASTOR
Witness


ALVIN J. BUENAVENTURA
FILCOLS


EPWARD C. CAMENEZ
DEPED's Witness


Asec. JANIR T. DATUKAN
DEPED

The suggested provisions on liquidated damages is not necessary as it is redundant, and it is already stated in the agreement that either party can recover damages.

Copyright License is not subject for damages because Intellectual Property is intangible. Right to reuse is the service to be rendered by **FILCOLS**, not physical products like books etc.

But if it is necessary, in terms of goods this is the provision as follows:

FILCOLS Inc. shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods, for every day of delay goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DEPED**.

DEPED shall deduct the liquidation damages from any money due or which may become due to **FILCOLS** Inc. or collected from any of the securities or warranties posted by **FILCOLS** Inc. whichever is convenient to **DEPED**. Once the accumulated amount of liquidated reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

9. TERMS AND TERMINATIONS

- 9.1. This Agreement shall take effect on the date of receipt of the Notice to Proceed (NTP) by **FILCOLS**, and shall thereafter be in full force and effect for a period of one (1) year, unless further extended through a written agreement of the Parties.
- 9.2. This Agreement may be terminated when:
 - 9.2.1. A party (Defaulting Party) continues to breach any obligation under the Agreement for thirty (30) days after notice from the other party (Innocent Party);
 - 9.2.2. The Defaulting Party stops payment of or is unable to pay its debts subject to Section 4.1 of this Agreement;
 - 9.2.3. The Defaulting Party has filed for rehabilitation or liquidation, the Innocent Party may, by notice to the Defaulting Party, terminate this Agreement.
- 9.3. In the event of termination, **DEPED** shall still pay License Fees accrued upon termination subject to Section 4.1 of this Agreement, on the other hand, the terms on the approval and utilization of LRs shall remain in effect for LRs submitted to **FILCOLS** prior to or on the date of the termination of this agreement.

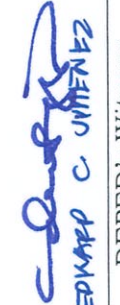
10. MISCELLANEOUS

- 10.1. A notice for the purposes of the Agreement, must be in writing and given to the addressee by delivering it personally or by overnight courier to the addresses or to the email addresses as stated below:

For purposes of addresses, the following shall be the official addresses of the parties:


REGINA REYES V. PASION
Witness


ALVIN J. BUENAVENTURA
FILCOLS


EDMARR C. UMEREZ
DEPED's Witness


Asec. JANIR T. DATUKAN
DEPED

DEPED: blr.od@deped.gov.ph

FILCOLS: filcols@gmail.com

10.2. This Agreement may not be amended for any purpose, and no modifications or supplements may be made except in writing and properly executed by the Parties. The Agreement shall remain in full force and effect unless duly amended, or until its expiration or termination.

10.3. The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior written consent of the other Party, and any purported assignment made without obtaining such written consent shall be null and void.

10.4. The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

In the event the parties still fail to reach a settlement, without waiving the benefit of immunity, the Parties shall not be precluded from submitting the dispute to the appropriate courts of the Philippines. Any cause of action for the enforcement of this Agreement or any provision herein shall be instituted inly in the courts of competent jurisdiction, specifically in the appropriate courts of Pasig City to the exclusion of all other venues.

10.5. A waiver of any breach of this agreement shall not be deemed to be a waiver of any other or any subsequent breach. The failure of either party to enforce at any time any of the provisions of this agreement shall not be interpreted as a waiver of such provisions, and shall not affect the validity or enforceability of the Agreement.

10.6. Where a word or phrase is given a defined meaning in this Agreement and another part of speech or other grammatical form of that word or phrase has a corresponding meaning in the normal parlance, the definition provided herein shall govern in construing the provisions of this Agreement.

10.7. In the event that any of the provisions of this Agreement or any document that may be executed in connection therewith shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality, and enforceability of the remaining provisions of this Agreement or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain in full force and effect.

10.8. The Agreement embodies the entire understanding and agreement, whether oral or written, between the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings and agreements.


REGINA P. REYES v. PASTOR
Witness


ALVIN J. BUENAVENTURA
FILCOLS


EMMA C. JIMENEZ
DEPED's Witness


Asec. JANIR T. DATUKAN
DEPED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


DEPARTMENT OF EDUCATION

FILIPINAS COPYRIGHT LICENSING SOCIETY, INC.


By:


By:


JANIR T. DATUKAN
Assistant Secretary for
Bureau of Learning Resources


ALVIN J. BUENAVENTURA
Executive Director

Signed in the presence of:


EDWARD C. JIMENEZ
DEPED's Witness


REGINA REYNA V. PASTOR
Witness

CERTIFIED FUNDS AVAILABLE: ₱26,559,669.-


MA. RHUNNA L. CATALAN
Chief Accountant

ACKNOWLEDGMENT

Republic of the Philippines)
City of PASIG CITY

BEFORE ME, personally appeared the following persons:

Name	Competent Proof of Identity	Date/Place Issued
Janir T. Datukan	Passport No. P6514692A	
Alvin J. Buena Ventura	Umid No.: 0033-6122874-8	

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 fourteen (14) pages, including this page on which this acknowledgment is written and the attached Schedule 1, 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 27 day of DEC, 2024 at PASIG CITY, Philippines.

Doc. No. 280 ;
Page No. 11 ;
Book No. XXV ;
Series of 2024.

ATTY. NEIL T. LANGIT ALBOPEKA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357680 / Pasig City/01 -02-2024
IBP No. 325467; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -634-4229

SCHEDULE 1 - LICENSE FEES

The License Fee shall be for the development and first mass utilization of all Learning Resources (LRs) created until the end of this agreement.

The License Fee covers all LR's created within one (1) year from signing of this agreement which shall be used for all basic education Grade Levels.

The License Fee is considered a token price and shall not serve as basis for appropriate copyright licenses in possible license agreements with DEPED in the future.

The License Fee shall cover the initial inventory of LR's to be used for various delivery modes but not limited to other additional LR's within one (1) year from the signing of this Agreement

The total amount of copyright license fee is **PHILIPPINE PESOS TWENTY-SIX MILLION, FIVE HUNDRED FIFTY-NINE THOUSAND, SIX HUNDRED SIXTY-NINE and 00/100 (Php 26,559,669.00).**

[Signature]
 DELINA RYNA V. PACTOR
 Witness

[Signature]
 ALVIN J. BUENAVENTURA
 FILCOLS

[Signature]
 EDUARDO C. JIMENEZ
 DEPED's Witness

[Signature]
 ASEC. JANIR T. DATUKAN
 DEPED

Grade Level	No.	Learning Area	Total
Kinder	1		PhP26,559,669.00
Grade 1	2	Mathematics	
	3	Filipino/Language	
	4	English/Literacy	
	5	EsP/GMRC	
	6	AP/MAPEH/SIKAPP	
Grade 2	7	Math	
	8	Filipino/Language	
	9	English/Literacy	
	10	EsP/GMRC	
	11	AP/MAPEH/SIKAPP	
Grade 3	12	Math	
	13	Filipino/Language	
	14	English/Literacy	
	15	EsP/GMRC	
	16	AP/MAPEH/SIKAPP	
	17	Science	
Grade 4	18	Mathematics	
	19	Filipino	
	20	English	
	21	EsP/GMRC	
	22	Araling Panlipunan	

[Signature]
REGINA REYNA V. PASJA
 Witness

[Signature]
ALVIN J. BUENAVENTURA
FILCOLS

[Signature]
EDWARDO C. JIMENEZ
 DEPED's Witness

[Signature]
ASec. JANIR T. DATUKAN
 DEPED

	23	Science
	24	Music and Arts
	25	PE and Health
	26	Agri-Fishery Arts
	27	Home Economics
	28	Information And Communications Technology
	29	Industrial Arts
Grade 5	30	Mathematics
	31	Filipino
	32	English
	33	EsP/GMRC
	34	Araling Panlipunan
	35	Science
	36	Music and Arts
	37	PE and Health
	38	Agri-Fishery Arts
	39	Home Economics
	40	Information And Communications Technology
	41	Industrial Arts
Grade 6	42	Math
	43	Filipino
	44	English
	45	EsP/GMRC
	46	Araling Panlipunan
	47	Science
	48	Music and Arts
	49	PE and Health
	50	Agri-Fishery Arts
	51	Home Economics
	52	Information And Communications Technology
	53	Industrial Arts
Grade 7	54	Mathematics
	55	Filipino
	56	English
	57	EsP/Values Education
	58	Araling Panlipunan
	59	Science
	60	Music and Arts
	61	PE and Health
	62	Agri-Fishery Arts
	63	Home Economics

[Signature]
REGINA DEYNA V. PASTOR
 Witness

[Signature]
ALVIN J. BUENAVENTURA
FILCOLS

[Signature]
EDWARD C. JIMENEZ
 DEPED's Witness

[Signature]
ASec. JANIR T. DATUKAN
 DEPED

Grade 8	64	Information And Communications Technology
	65	Industrial Arts
	66	Mathematics
	67	Filipino
	68	English
	69	EsP/Values Education
	70	Araling Panlipunan
	71	Science
	72	Music and Arts
	73	PE and Health
	74	Agri-Fishery Arts
	75	Home Economics
	76	Information And Communications Technology
	77	Industrial Arts
Grade 9	78	Mathematics
	79	Filipino
	80	English
	81	EsP/Values Education
	82	Araling Panlipunan
	83	Science
	84	Music and Arts
	85	PE and Health
	86	Agri-Fishery Arts
	87	Home Economics
	88	Information And Communications Technology
	89	Industrial Arts
Grade 10	90	Mathematics
	91	Filipino
	92	English
	93	EsP/Values Education
	94	Araling Panlipunan
	95	Science
	96	Music and Arts
	97	PE and Health
	98	Agri-Fishery Arts
	99	Home Economics
	100	Information And Communications Technology
	101	Industrial Arts
Grade 11 & 12	102	Oral Communication
	103	Reading And Writing

SHS Core Curriculum Subjects	104	Komunikasyon At Pananaliksik Sa Wika at Kulturang Pilipino	
	105	Pagbasa at Pagsusuri Ng Iba't-Ibang Teksto Tungo sa Pananaliksik	
	106	21st Century Literature from the Philippines and the World	
	107	Contemporary Philippine Arts from the Regions	
	108	Media and Information Literacy	
	109	General Math	
	110	Statistics and Probability	
	111	Earth and Life Science	
	112	Physical Science	
	113	Introduction to the Philosophy of the Human Person	
	114	Physical Education and Health	
	115	Personal Development	
	116	Understanding Culture, Society and Politics	
	117	Earth Science (Taken Instead of Earth and Life Science)	
	118	Disaster Readiness and Risk Reduction	
	SHS Academic Track	119	Accountancy, Business and Management (ABM) Strand
		120	Humanities And Social Sciences (HUMSS) Strand
		121	Science, Technology, Engineering and Mathematics (Stem) Strand
122		General Academic Strand	
123		Pre-Baccalaureate Maritime	
SHS Applied Track Subjects	124	English For Academic and Professional Purposes	
	125	Practical Research 1	
	126	Practical Research 2	
	127	Filipino Sa Piling Larangan	
	128	Akademik	
	129	Isports	
	130	Sining	
	131	Tech-Voc	
	132	Empowerment Technologies (for the Strand)	
	133	Entrepreneurship	
	134	Inquiries, Investigations and Immersions	

[Signature]
REGINA REYNA V. PASTOR
 Witness

[Signature]
ALVIN J. BUENAVENTURA
FILCOLS

[Signature]
EDWARD C. SIMENZ
 DEPED's Witness

[Signature]
Asec. JANIR T. DATUKAN
 DEPED



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
<https://www.deped.gov.ph/>



PROJECT: Procurement of Copyright Licenses
CONTRACT NO.: 2024c-BLR2(010)-BIII-DC043-C289

LICENSE AGREEMENT

This License Agreement for Copying of Licensed Copyrighted Works (the "Agreement") made and entered into this ___ day of 27 DEC 2024 2024, by and between:

The **DEPARTMENT OF EDUCATION**, a national government agency created by virtue of Batas Pambansa Blg. 232, as amended by Republic Act No. 9155, with office address at DEPED Complex, Meralco Avenue, Pasig City, hereinafter referred to as the DEPED and represented herein by Department of Education Assistant Secretary for Bureau of Learning Resources, **JANIR T. DATUKAN** hereinafter referred to as "**DEPED**";

-and-

FILIPINAS COPYRIGHT LICENSING SOCIETY, INC., a non-stock, non-profit corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at 5 Everite St., Brgy. Calumpang, Marikina City, 1801, Republic of the Philippines, represented by its Executive Director, **ALVIN J. BUENAVENTURA** hereinafter referred to as "**FILCOLS**";

DEPED and **FILCOLS** shall be collectively called "**PARTIES**" and individually as a "**PARTY**".

WITNESSETH:

WHEREAS, FILCOLS is the Collective Management Organization (CMO) officially accredited by the government through the Intellectual Property Office of the Philippines (IPOP) to collectively administer, license, and enforce the right of reproduction of authors, publishers, and other right holders in the text and image sector.

WHEREAS, the DEPED is a national agency vested with accountability, and responsibility in ensuring access to quality education, as well as promoting equity in and access to the same, which encompasses kindergarten, elementary and secondary education as well as alternative learning systems for out-of-school learners and those with special needs.

WHEREAS, DEPED intends to respond to the need for learning resources (LRs) due to several circumstances, **DEPED** has to respond to such need through several issuances. This requires the production of modules, activity sheets, and materials for multimedia adaptation on **DEPED** official platforms online, on radio, and on television and accessible formats of such materials, and other relevant LR. All of the aforementioned LR are intended to complement textbooks and other existing school instructional materials, without replacing them.

WHEREAS, FILCOLS, for public interest, and considering that it is the most feasible source for the numerous copyrighted works constituting the subject matter of

[Handwritten Signature]
WITNESS
REBEKA RAYANA V. PASTOR
ALVIN J. BUENAVENTURA
FILCOLS
DEPED'S WITNESS
HOWARD C. SIMANANZ
Asec. JANIR T. DATUKAN
DEPED

this Agreement, and provided that the License Fee computed during the effectivity of this Agreement is only for the development and first mass reproduction or utilization via distance learning platforms of the LRs until the end of this Agreement, and without prejudice to negotiations for the License Fees for the succeeding reproductions or utilization for other identified LRs, has agreed to grant **DEPED** such license;

WHEREAS, DEPED has requested from **FILCOLS**, and **FILCOLS** has granted **DEPED**, a non-exclusive, non-transferable license to Copy the Licensed Copyrighted Works in the Philippines for the sole purpose of creating the said LRs within one (1) year from signing of this agreement.

WHEREAS, in consideration of the license granted by **FILCOLS**, **DEPED** shall pay **FILCOLS** a License Fee, due to the limited available funds which shall be subject to relevant laws, rules and regulations concerning accounting, auditing, budgeting and procurement.

WHEREAS, DEPED clearly communicated to **FILCOLS** that this Agreement shall not replace textbooks produced by private publishers in accordance with RA 8047 also known as the "Book Publishing Industry Development Act." The learning resources produced under this Agreement are in response to dire circumstances faced by **DEPED** like the armed-conflict, high heat index, possible epidemic, pandemic disease which country often experiences due to climate change which increase in ferocity and destruction.

WHEREAS, the License Fee received by **FILCOLS** shall be used exclusively for the development and first mass utilization of all LRs developed until the end of this Agreement. Said rate shall not serve as basis for copyright license fees in possible license agreements with **DEPED** in the future. The license fee shall cover all LRs created within one (1) year from signing of this Agreement which shall be used for all basic education Grade Levels.

FILCOLS and **DEPED** have entered into this Agreement in order to set out the terms and conditions of their agreement.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations, agreements, terms and conditions, the **PARTIES** hereby stipulate and agree as follows:

1. DEFINITIONS & INTERPRETATION

- 1.1. **Author** means a member or affiliate of **FILCOLS** who is the creator of the Licensed Copyrighted Work, and who has authorized **FILCOLS** to license the said Licensed Copyrighted Work to **DEPED**;
- 1.2. **Copy** means to make a reproduction of a Licensed Copyrighted Work in the manner and in accordance with the specified Copying Limits and otherwise in accordance with the Agreement;
- 1.3. **Copying Limits** means the limitations and circumstances under which Copying of a Work is authorized during the term of this agreement;
- 1.4. **Cost Recovery Basis** means that **DEPED** shall not profit from the distribution of copied materials to users of the LRs;

- 1.5. **Excluded Work** means a Work which **FILCOLS** has not been authorized to license under the Agreement and is outside the scope of this Agreement;
- 1.6. **Learning Resources** mean any text-based materials (print or non-print) or non-text-based materials aligned with the K to 12 curriculum used as primary bases or supplements to teaching and learning processes. This includes, but is not limited to the following: modules, activity sheets, including their translations, and materials for multimedia versions, including, but not limited to, reading, singing, and video lectures and performances of the printed versions, on **DEPED** official platforms online (i.e., DEPED Commons, DEPED LMS, DEPED LR Portal), on radio, and on television;
- 1.7. **Journal** means a Licensed Copyrighted Work in the form of a periodical publication other than a Newspaper;
- 1.8. **License Fees** means the fees in accordance with Schedule 1;
- 1.9. **Licensed Copyrighted Work** means the Works created by Authors and affiliates which **FILCOLS** is authorized to license out to **DEPED** under this Agreement which shall include international bilateral agreements;
- 1.10. **Newspaper** means a Licensed Copyrighted Work in the form of a newspaper, magazine or similar periodical which is offered to the public for sale other than by subscription and is published on a daily or weekly basis;
- 1.11. **Page**
 - 1.11.1. In the case of a Journal, it shall mean each page of an article;
 - 1.11.2. In the case of a Newspaper, it shall mean each article; and
 - 1.11.3. In the case of any other Work, it shall mean A4 or smaller sized reproduction of a part of the Work.
- 1.12. **Employee** means any individual suffered or permitted by **DEPED** to work;
- 1.13. **Territory** means all territories over which the Republic of the Philippines has sovereignty or jurisdiction;
- 1.14. **Work** means any literary, artistic, and/or derivative work, among others as defined under Sections 172 and 173 of Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines," as amended by Republic Act Nos. 9150, 9502 and 10372.
- 1.15. **Digital Format** means a facsimile copy of the printed work in its electronic form or the storage of a protected work in digital form in an electronic medium constituting a reproduction.
- 1.16. **Utilization** means the use of the contents of developed printed materials in other platforms such as radio, online, TV, and other similar platforms without changing the content or format means the use of the contents of printed materials in other platforms such as but not limited to audio and video for distribution over radio, social media, and television, without transforming or adapting the content.
- 1.17. **DEPED Development Team** refers to **DEPED** personnel who are duly authorized as writers, editors, illustrators, layout artists, and identified


 REJINA REYNA V. PASTON
 Witness


 ALVIN J. BUENAVENTURA
 FILCOLS


 LOUIE C. JIMENEZ
 DEPED's Witness


 ASEC. JANIR A. DATUKAN
 DEPED

DEPED personnel involved in creating the LRs where the third-party content is used.

1.18. **Derivative Works** refers to dramatizations, translations, adaptations, abridgments, arrangements, other alterations of literary or artistic works, collections of literary, scholarly or artistic works, and compilation of data and other materials which are original by reason of the selection and coordination or arrangement of their contents.

1.19 **Adoption** in the British Copyright Act of 1965, refers to the "making of a translation dramatic version of a non-dramatic work, the making of a translation of the work and the making of a version in which the story or action is conveyed wholly or mainly by means of pictures in a form suitable for reproduction in a book, or in a newspaper, magazine or similar periodical."

1.20 **Reproduction right** refers to the right to make one (1) or more copies of a work in any manner or form.

2. SCOPE AND COVERAGE

The License Fee received by **FILCOLS** shall be used exclusively for the first mass utilization of all LRs developed until the end of this agreement.

The License Fee shall solely cover all the LRs created within One (1) year from signing of this agreement which shall be used for all basic education Grade Levels.

The License Fee shall cover the initial inventory of LRs to be used for various delivery modes but not limited to other additional LRs created by **DEPED** within One (1) year from the signing of this Agreement.

2.1 Copying

2.1.1 Copy means, in relation to the whole or a substantial part of a Work, to make a copy in any format, including, but not limited to the following:

- (a) Photocopying;
- (b) Printing;
- (c) facsimile transmission;
- (d) typing;
- (e) creating overhead transparencies;
- (f) hand;
- (g) digital formats;
- (h) audio format for accessible materials; and
- (i) audio and multimedia formats for distance learning.

2.1.2 Copying Limits

2.1.2.1 For multiple Copies, including compilations made at the direction of **DEPED**, up to:

- (a) for Journals and Newspapers, no more than one article from any issue, unless the articles relate to the same subject matter, in which case all those articles may be Copied;
- (b) artistic works may be copied provided that it is copied with the text accompanying or illustrating the same;


REGINA REYESNA V. PASTON
Witness


ALVIN J. BUENAVENTURA
FILCOLS


EDWARD C. JIMENEZ
DEPED's Witness


A. Sec. JANIR T. DATUKAN
DEPED

- (c) for anthologies, the greater of 15% of the Pages or an entire single short story, essay, article or poem;
- (d) for encyclopedia, dictionaries, annotated bibliographies or similar reference Works, the greater of 10% of the Pages or an entire entry;
- (e) for any other Work including books, the lesser of one chapter or 20% of the number of Pages of the Work.

2.1.2.2 These Copying Limits shall not apply for any Work where **DEPED** has made inquiries of its normal suppliers and a new copy of the Work cannot be obtained at the normal market price within 30 days.

2.1.2.3 The Work from which the Copy is to be made should normally be an original work. A Copy should not normally be made from a copy.

2.1.3. Excluded Works

List of those works excluded directly by the author or the publisher.

2.1.4. Attribution

DEPED must ensure that the information regarding the number of copies made shall be provided to **FILCOLS** prior to reproduction of any LRs.

2.1.5. Restrictions

2.1.5.1 Copying by persons other than the members of **DEPED** Development Teams is strictly prohibited unless it is authorized in writing by **FILCOLS** or the owner of the copyright in the Licensed Copyrighted Work.

The right of reproduction granted under this agreement does not include the right to derivative works of the copyrighted works.

2.2 Records of Copying

All Copying

1. During the term of this agreement, **DEPED** must permit **FILCOLS** access to such information regarding **FILCOLS** Licensed Copyrighted Work as would be necessary for purposes of calculating the license fees due to **FILCOLS** and for ascertaining the amount to be distributed to **FILCOLS** members.
2. **FILCOLS** may request **DEPED** to provide the following information regarding Works containing **FILCOLS** Licensed Copyrighted Work made during the term:
 - (a) title of Copyrighted Work;
 - (b) title of Journal, if appropriate;
 - (c) ISBN or ISSN, where known;
 - (d) page numbers and number of Pages Copied;
 - (e) author; and
 - (f) publisher.

[Signature]
 REGINA REYNA PASTOR
 Witness

[Signature]
 ALVIN J. BUENAVENTURA
 FILCOLS

[Signature]
 EDWARD C. SIMONEZ
 DEPED's Witness

[Signature]
 ASec. JANIR T. DATUKAN
 DEPED

3. LICENSE

- 3.1. Subject to clause 3, **FILCOLS** grants **DEPED** a non-exclusive, non-transferable license to reproduce the Licensed Copyrighted Works for the purpose of creating LRs for the duration of One (1) year from the signing of this agreement which shall be used for various learning delivery modes.
- 3.2. **DEPED** shall ensure that the Licensed Copyrighted Works shall only be reproduced by the **DEPED** Development Teams for the exclusive purpose of creating LRs.
- 3.3. Learning Resources. **DEPED** does not have the right to grant access to the Licensed Copyrighted Works to third parties.
- 3.4. **DEPED** will faithfully comply with reproduction of Copyrighted Works under the Agreement, particularly the Copying Limits or breach the prohibitions set out.
- 3.5. **DEPED** acknowledges that **FILCOLS** may notify **DEPED** from time to time that certain Works are Excluded Works and are outside the coverage of this Agreement. **FILCOLS** shall take into account such with any affected member and that any notification from **FILCOLS** however shall not affect **DEPED's** printed or utilized materials.
- 3.6. **DEPED** shall ensure that copies of Licensed Copyrighted Works made under this Agreement are distributed on a cost-recovery basis.

4. LICENSE FEES

- 4.1. **DEPED** shall have seven (7) calendar days upon receipt of the invoice for the payment of the License Fee to dispute in writing and inform the **FILCOLS** any discrepancy or adjustment in the invoice for correction or clarification. The undisputed portion of the invoice shall remain payable within the payment term agreed upon.

Subject to the immediately preceding paragraph, **DEPED** shall pay **FILCOLS** the License Fees within thirty (30) days from receipt of the invoice issued by **FILCOLS** and upon compliance with all the legal requirements.

- 4.2. The use of **DEPED** funds as required in the Agreement, shall be subject to the availability of funds and should be in accordance with the applicable provisions of RA No. 9184 or the "Government Procurement Reform Act" and its Implementing Rules and Regulations (IRR), and government accounting and auditing rules and regulations.

5. RECORDS AND INFORMATION

- 5.1. **DEPED** shall:
 - 5.1.1. Provide **FILCOLS** with such information as **FILCOLS** may request during the term of the agreement, which information shall be reasonably necessary to the determination of the amount of copying done by **DEPED**, which author is being copied, and which information shall be used to ascertain the amount to be distributed to **FILCOLS** members; and

[Signature]
REGINA REYNA V. PASTOR
Witness

[Signature]
ALVIN J. BUENAVENTURA
FILCOLS

[Signature]
DOWAYD C. SIMENEZ
DEPED's Witness

[Signature]
Asec. JANIR T. DATUKAN
DEPED

5.1.2. Comply with all reasonable requests concerning access to information and the making of Copying records.

5.2. **DEPED** shall provide **FILCOLS** all LRs containing the copied Licensed Copyrighted Works prior to the reproduction or utilization of the same, upon which **FILCOLS** shall make a determination of the use of the Licensed Copyrighted Works. In the event that **FILCOLS** does not send a notice to **DEPED** of any findings within a period of ten (10) calendar days from the receipt of the LRs, **DEPED** may commence reproduction or utilization of the same.

5.3. **FILCOLS** shall provide **DEPED** a duly notarized certification that the copyright owners granted consent to the use of or copying of their material in the LRs of **DEPED** under the terms and conditions of this Agreement with attachments/supporting documents showing a complete list of said copyright owners and their written consents. The frequency of submitting an updated list is up to the discretion of the parties.

6. INFRINGEMENT

6.1. Both parties shall Promptly notify each other in writing of any claim which comes to its notice for infringement of copyright arising from Copying under the Agreement.

6.2. The **DEPED** shall:

- (a) Not be allowed to compromise or settle any claim or proceeding regarding copyright infringement with **FILCOLS** member or affiliates without the prior written consent of **FILCOLS** so far as the law provides; and
- (b) Upon request and at the expense of **FILCOLS**, permit **FILCOLS** to intervene during the proceedings regarding the above; provided the intervention of **FILCOLS** does not prejudice the interest of **DEPED**. When allowed, **DEPED** may secure the necessary power of attorney from the Office of the Solicitor General to allow the lawyers of **FILCOLS** to jointly or on its account defend, pursue or prosecute such claim or proceedings.

7. CAPACITY AND AUTHORIZATION

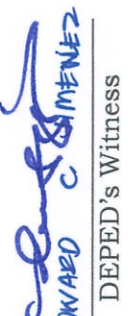
7.1. The Parties hereby represent and warrant that they are duly authorized and empowered to execute, deliver, and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust, or other instruments to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation that is enforceable in accordance with its terms.

8. INDEMNITIES

8.1. Any guilty party shall indemnify the innocent party for the damages it suffered due to breach, subject to proceedings mentioned under Item 10.4 of this Agreement and the existing laws, rules and regulations of the Philippines.


REGINA V. PASTOR
Witness


ALVIN J. BUENAVENTURA
FILCOLS


EDWARD S. JIMENEZ
DEPED's Witness


Asec. JANIR T. DATUKAN
DEPED

The suggested provisions on liquidated damages is not necessary as it is redundant, and it is already stated in the agreement that either party can recover damages.

Copyright License is not subject for damages because Intellectual Property is intangible. Right to reuse is the service to be rendered by **FILCOLS**, not physical products like books etc.

But if it is necessary, in terms of goods this is the provision as follows:

FILCOLS Inc. shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods, for every day of delay goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DEPED**.

DEPED shall deduct the liquidation damages from any money due or which may become due to **FILCOLS** Inc. or collected from any of the securities or warranties posted by **FILCOLS** Inc. whichever is convenient to **DEPED**. Once the accumulated amount of liquidated reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

9. TERMS AND TERMINATIONS

- 9.1. This Agreement shall take effect on the date of receipt of the Notice to Proceed (NTP) by **FILCOLS**, and shall thereafter be in full force and effect for a period of one (1) year, unless further extended through a written agreement of the Parties.
- 9.2. This Agreement may be terminated when:
 - 9.2.1. A party (Defaulting Party) continues to breach any obligation under the Agreement for thirty (30) days after notice from the other party (Innocent Party);
 - 9.2.2. The Defaulting Party stops payment of or is unable to pay its debts subject to Section 4.1 of this Agreement;
 - 9.2.3. The Defaulting Party has filed for rehabilitation or liquidation, the Innocent Party may, by notice to the Defaulting Party, terminate this Agreement.
- 9.3. In the event of termination, **DEPED** shall still pay License Fees accrued upon termination subject to Section 4.1 of this Agreement, on the other hand, the terms on the approval and utilization of LRs shall remain in effect for LRs submitted to **FILCOLS** prior to or on the date of the termination of this agreement.

10. MISCELLANEOUS

- 10.1. A notice for the purposes of the Agreement, must be in writing and given to the addressee by delivering it personally or by overnight courier to the addresses or to the email addresses as stated below:

For purposes of addresses, the following shall be the official addresses of the parties:


REGINA REYES V. PASTOR
Witness


ALVIN J. BUENAVENTURA
FILCOLS


EDUARDO C. JIMENEZ
DEPED's Witness


ASec. JANIR T. DATUKAN
DEPED

DEPED: blr.od@deped.gov.ph

FILCOLS: filcols@gmail.com

10.2. This Agreement may not be amended for any purpose, and no modifications or supplements may be made except in writing and properly executed by the Parties. The Agreement shall remain in full force and effect unless duly amended, or until its expiration or termination.

10.3. The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior written consent of the other Party, and any purported assignment made without obtaining such written consent shall be null and void.

10.4. The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

In the event the parties still fail to reach a settlement, without waiving the benefit of immunity, the Parties shall not be precluded from submitting the dispute to the appropriate courts of the Philippines. Any cause of action for the enforcement of this Agreement or any provision herein shall be instituted inly in the courts of competent jurisdiction, specifically in the appropriate courts of Pasig City to the exclusion of all other venues.

10.5. A waiver of any breach of this agreement shall not be deemed to be a waiver of any other or any subsequent breach. The failure of either party to enforce at any time any of the provisions of this agreement shall not be interpreted as a waiver of such provisions, and shall not affect the validity or enforceability of the Agreement.

10.6. Where a word or phrase is given a defined meaning in this Agreement and another part of speech or other grammatical form of that word or phrase has a corresponding meaning in the normal parlance, the definition provided herein shall govern in construing the provisions of this Agreement.

10.7. In the event that any of the provisions of this Agreement or any document that may be executed in connection therewith shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality, and enforceability of the remaining provisions of this Agreement or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain in full force and effect.

10.8. The Agreement embodies the entire understanding and agreement, whether oral or written, between the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings and agreements.


REGINA REYNA V. PASTOR
Witness


ALVIN J. BUENAVENTURA
FILCOLS


EDWARD C. SIMENZ
DEPED's Witness


Asec. JANIR T. DATUKAN
DEPED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT OF EDUCATION

FILIPINAS COPYRIGHT LICENSING SOCIETY, INC.

By:

By:

JANIR T. DATUKAN
Assistant Secretary for
Bureau of Learning Resources

ALVIN J. BUENAVENTURA
Executive Director

Signed in the presence of:

EDUARDO C. JIMENEZ
DEPED's Witness

REGINA REYNA V. DASTOR
Witness

CERTIFIED FUNDS AVAILABLE: ₱26,559,649.-

MA. RHUNNAL CATALAN
Chief Accountant

ACKNOWLEDGMENT

Republic of the Philippines)
City of PASIG CITY)

BEFORE ME, personally appeared the following persons:

Name	Competent Proof of Identity	Date/Place Issued
Janir T. Datukan	Passport No. P6514692A	
Alvin J. Buenaventura	Umid No.: 0033-0122874-8	

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 fourteen (14) pages, including this page on which this acknowledgment is written and the attached Schedule 1, 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 27 DEC 2024, 2024 at PASIG CITY, Philippines.

Doc. No. 280;
Page No. 11;
Book No. XXI;
Series of 2024.

ATTY. NEIL TANLANGIT ALBOPERA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357080 / Pasig City/01 -02-2024
IBP No. 32548; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -634-4229

SCHEDULE 1 - LICENSE FEES

The License Fee shall be for the development and first mass utilization of all Learning Resources (LRs) created until the end of this agreement.

The License Fee covers all LR's created within one (1) year from signing of this agreement which shall be used for all basic education Grade Levels.

The License Fee is considered a token price and shall not serve as basis for appropriate copyright licenses in possible license agreements with DEPED in the future.

The License Fee shall cover the initial inventory of LR's to be used for various delivery modes but not limited to other additional LR's within one (1) year from the signing of this Agreement

The total amount of copyright license fee is **PHILIPPINE PESOS TWENTY-SIX MILLION, FIVE HUNDRED FIFTY-NINE THOUSAND, SIX HUNDRED SIXTY-NINE and 00/100 (Php 26,559,669.00).**

Grade Level	No.	Learning Area	Total
Kinder	1		PhP26,559,669.00
Grade 1	2	Mathematics	
	3	Filipino/Language	
	4	English/Literacy	
	5	EsP/GMRC	
	6	AP/MAPEH/SIKAPP	
Grade 2	7	Math	
	8	Filipino/Language	
	9	English/Literacy	
	10	EsP/GMRC	
	11	AP/MAPEH/SIKAPP	
Grade 3	12	Math	
	13	Filipino/Language	
	14	English/Literacy	
	15	EsP/GMRC	
	16	AP/MAPEH/SIKAPP	
	17	Science	
Grade 4	18	Mathematics	
	19	Filipino	
	20	English	
	21	EsP/GMRC	
	22	Araling Panlipunan	

[Signature]
 REYNA V. PRYSTON
 Witness

[Signature]
 ALVIN J. BUENAVENTURA
 FILCOLS

[Signature]
 EDWARD SIMENEZ
 DEPED's Witness

[Signature]
 ASec. JANIR A. DATUKAN
 DEPED

Relina
RELINA DEYUA V. PASTOR
 Witness

Alvin J. Buenaventura
ALVIN J. BUENAVENTURA
FILCOLS

Edward C. Jimenez
EDWARD C. JIMENEZ
 DEPED's Witness

Asec. Janir T. Datukan
Asec. JANIR T. DATUKAN
 DEPED

	23	Science	
	24	Music and Arts	
	25	PE and Health	
	26	Agri-Fishery Arts	
	27	Home Economics	
	28	Information And Communications Technology	
	29	Industrial Arts	
Grade 5	30	Mathematics	
	31	Filipino	
	32	English	
	33	EsP/GMRC	
	34	Araling Panlipunan	
	35	Science	
	36	Music and Arts	
	37	PE and Health	
	38	Agri-Fishery Arts	
	39	Home Economics	
		40	Information And Communications Technology
	41	Industrial Arts	
Grade 6	42	Math	
	43	Filipino	
	44	English	
	45	EsP/GMRC	
	46	Araling Panlipunan	
	47	Science	
	48	Music and Arts	
	49	PE and Health	
	50	Agri-Fishery Arts	
	51	Home Economics	
		52	Information And Communications Technology
		53	Industrial Arts
Grade 7	54	Mathematics	
	55	Filipino	
	56	English	
	57	EsP/Values Education	
	58	Araling Panlipunan	
	59	Science	
	60	Music and Arts	
	61	PE and Health	
	62	Agri-Fishery Arts	
		63	Home Economics

	64	Information And Communications Technology
	65	Industrial Arts
Grade 8	66	Mathematics
	67	Filipino
	68	English
	69	EsP/Values Education
	70	Araling Panlipunan
	71	Science
	72	Music and Arts
	73	PE and Health
	74	Agri-Fishery Arts
	75	Home Economics
		76
	77	Industrial Arts
Grade 9	78	Mathematics
	79	Filipino
	80	English
	81	EsP/Values Education
	82	Araling Panlipunan
	83	Science
	84	Music and Arts
	85	PE and Health
	86	Agri-Fishery Arts
	87	Home Economics
		88
	89	Industrial Arts
Grade 10	90	Mathematics
	91	Filipino
	92	English
	93	EsP/Values Education
	94	Araling Panlipunan
	95	Science
	96	Music and Arts
	97	PE and Health
	98	Agri-Fishery Arts
	99	Home Economics
		100
	101	Industrial Arts
Grade 11 & 12	102	Oral Communication
	103	Reading And Writing

Regina Reyna V. Daston
REGINA REYNA V. DASTON
 Witness

Alvin J. Buenaventura
ALVIN J. BUENAVENTURA
FILCOLS

Edward C. Jimenez
EDWARD C. JIMENEZ
 DEPED's Witness

Asec. Janir T. Datukan
ASEC. JANIR T. DATUKAN
 DEPED

SHS Core Curriculum Subjects	104	Komunikasyon At Pananaliksik Sa Wika at Kulturang Pilipino	
	105	Pagbasa at Pagsusuri Ng Iba't-Ibang Teksto Tungo sa Pananaliksik	
	106	21st Century Literature from the Philippines and the World	
	107	Contemporary Philippine Arts from the Regions	
	108	Media and Information Literacy	
	109	General Math	
	110	Statistics and Probability	
	111	Earth and Life Science	
	112	Physical Science	
	113	Introduction to the Philosophy of the Human Person	
	114	Physical Education and Health	
	115	Personal Development	
	116	Understanding Culture, Society and Politics	
	117	Earth Science (Taken Instead of Earth and Life Science)	
	118	Disaster Readiness and Risk Reduction	
	SHS Academic Track	119	Accountancy, Business and Management (ABM) Strand
		120	Humanities And Social Sciences (HUMSS) Strand
		121	Science, Technology, Engineering and Mathematics (Stem) Strand
122		General Academic Strand	
123		Pre-Baccalaureate Maritime	
SHS Applied Track Subjects	124	English For Academic and Professional Purposes	
	125	Practical Research 1	
	126	Practical Research 2	
	127	Filipino Sa Piling Larangan	
	128	Akademik	
	129	Isports	
	130	Sining	
	131	Tech-Voc	
	132	Empowerment Technologies (for the Strand)	
	133	Entrepreneurship	
	134	Inquiries, Investigations and Immersions	

[Signature]
DELINA DEYUNG V. PASTOR
 Witness

[Signature]
ALVIN J. BUENAVENTURA
FILCOLS

[Signature]
EDUARDO SUMATERA
 DEPED's Witness

[Signature]
ASec. JANIR T. DATUKAN
 DEPED



PROJECT: Procurement of Copyright Licenses
CONTRACT NO.: 2024c-BLR2(010)-BIII-DC043-C289

LICENSE AGREEMENT

This License Agreement for Copying of Licensed Copyrighted Works (the "Agreement") made and entered into this 27 DEC 2024 day of 2024, by and between:

The **DEPARTMENT OF EDUCATION**, a national government agency created by virtue of Batas Pambansa Blg. 232, as amended by Republic Act No. 9155, with office address at DEPED Complex, Meralco Avenue, Pasig City, hereinafter referred to as the DEPED and represented herein by Department of Education Assistant Secretary for Bureau of Learning Resources, **JANIR T. DATUKAN** hereinafter referred to as "DEPED";

-and-

FILIPINAS COPYRIGHT LICENSING SOCIETY, INC., a non-stock, non-profit corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at 5 Everite St., Brgy. Calumpang, Marikina City, 1801, Republic of the Philippines, represented by its Executive Director, **ALVIN J. BUENAVENTURA** hereinafter referred to as "FILCOLS";

DEPED and FILCOLS shall be collectively called "PARTIES" and individually as a "PARTY".

WITNESSETH:

WHEREAS, FILCOLS is the Collective Management Organization (CMO) officially accredited by the government through the Intellectual Property Office of the Philippines (IPOP HL) to collectively administer, license, and enforce the right of reproduction of authors, publishers, and other right holders in the text and image sector.

WHEREAS, the DEPED is a national agency vested with accountability, and responsibility in ensuring access to quality education, as well as promoting equity in and access to the same, which encompasses kindergarten, elementary and secondary education as well as alternative learning systems for out-of-school learners and those with special needs.

WHEREAS, DEPED intends to respond to the need for learning resources (LRs) due to several circumstances, **DEPED** has to respond to such need through several issuances. This requires the production of modules, activity sheets, and materials for multimedia adaptation on **DEPED** official platforms online, on radio, and on television and accessible formats of such materials, and other relevant LR's. All of the aforementioned LR's are intended to complement textbooks and other existing school instructional materials, without replacing them.

WHEREAS, FILCOLS, for public interest, and considering that it is the most feasible source for the numerous copyrighted works constituting the subject matter of

REGINA REYNA V. PASTOR
 Witness

ALVIN J. BUENAVENTURA
 FILCOLS

EDUARDO C. SIMENES
 DEPED's Witness

ASec. JANIR T. DATUKAN
 DEPED

this Agreement, and provided that the License Fee computed during the effectivity of this Agreement is only for the development and first mass reproduction or utilization via distance learning platforms of the LRs until the end of this Agreement, and without prejudice to negotiations for the License Fees for the succeeding reproductions or utilization for other identified LRs, has agreed to grant **DEPED** such license;

WHEREAS, **DEPED** has requested from **FILCOLS**, and **FILCOLS** has granted **DEPED**, a non-exclusive, non-transferable license to Copy the Licensed Copyrighted Works in the Philippines for the sole purpose of creating the said LRs within one (1) year from signing of this agreement.

WHEREAS, in consideration of the license granted by **FILCOLS**, **DEPED** shall pay **FILCOLS** a License Fee, due to the limited available funds which shall be subject to relevant laws, rules and regulations concerning accounting, auditing, budgeting and procurement.

WHEREAS, **DEPED** clearly communicated to **FILCOLS** that this Agreement shall not replace textbooks produced by private publishers in accordance with RA 8047 also known as the "Book Publishing Industry Development Act." The learning resources produced under this Agreement are in response to dire circumstances faced by **DEPED** like the armed-conflict, high heat index, possible epidemic, pandemic disease which country often experiences due to climate change which increase in ferocity and destruction.

WHEREAS, the License Fee received by **FILCOLS** shall be used exclusively for the development and first mass utilization of all LRs developed until the end of this Agreement. Said rate shall not serve as basis for copyright license fees in possible license agreements with **DEPED** in the future. The license fee shall cover all LRs created within one (1) year from signing of this Agreement which shall be used for all basic education Grade Levels.

FILCOLS and **DEPED** have entered into this Agreement in order to set out the terms and conditions of their agreement.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations, agreements, terms and conditions, the **PARTIES** hereby stipulate and agree as follows:

1. DEFINITIONS & INTERPRETATION

- 1.1. **Author** means a member or affiliate of **FILCOLS** who is the creator of the Licensed Copyrighted Work, and who has authorized **FILCOLS** to license the said Licensed Copyrighted Work to **DEPED**;
- 1.2. **Copy** means to make a reproduction of a Licensed Copyrighted Work in the manner and in accordance with the specified Copying Limits and otherwise in accordance with the Agreement;
- 1.3. **Copying Limits** means the limitations and circumstances under which Copying of a Work is authorized during the term of this agreement;
- 1.4. **Cost Recovery Basis** means that **DEPED** shall not profit from the distribution of copied materials to users of the LRs;


REGINA REYNA V. PASTOR
Witness


ALVIN J. BUENAVENTURA
FILCOLS


EDWARD C. JIMENEZ
DEPED's Witness


Asec. JANIR T. DATUKAN
DEPED

- 1.5. **Excluded Work** means a Work which **FILCOLS** has not been authorized to license under the Agreement and is outside the scope of this Agreement;
- 1.6. **Learning Resources** mean any text-based materials (print or non-print) or non-text-based materials aligned with the K to 12 curriculum used as primary bases or supplements to teaching and learning processes. This includes, but is not limited to the following: modules, activity sheets, including their translations, and materials for multimedia versions, including, but not limited to, reading, singing, and video lectures and performances of the printed versions, on **DEPED** official platforms online (i.e., **DEPED** Commons, **DEPED** LMS, **DEPED** LR Portal), on radio, and on television;
- 1.7. **Journal** means a Licensed Copyrighted Work in the form of a periodical publication other than a Newspaper;
- 1.8. **License Fees** means the fees in accordance with Schedule 1;
- 1.9. **Licensed Copyrighted Work** means the Works created by Authors and affiliates which **FILCOLS** is authorized to license out to **DEPED** under this Agreement which shall include international bilateral agreements;
- 1.10. **Newspaper** means a Licensed Copyrighted Work in the form of a newspaper, magazine or similar periodical which is offered to the public for sale other than by subscription and is published on a daily or weekly basis;
- 1.11. **Page**
 - 1.11.1. In the case of a Journal, it shall mean each page of an article;
 - 1.11.2. In the case of a Newspaper, it shall mean each article; and
 - 1.11.3. In the case of any other Work, it shall mean A4 or smaller sized reproduction of a part of the Work.
- 1.12. **Employee** means any individual suffered or permitted by **DEPED** to work;
- 1.13. **Territory** means all territories over which the Republic of the Philippines has sovereignty or jurisdiction;
- 1.14. **Work** means any literary, artistic, and/or derivative work, among others as defined under Sections 172 and 173 of Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines," as amended by Republic Act Nos. 9150, 9502 and 10372.
- 1.15. **Digital Format** means a facsimile copy of the printed work in its electronic form or the storage of a protected work in digital form in an electronic medium constituting a reproduction.
- 1.16. **Utilization** means the use of the contents of developed printed materials in other platforms such as radio, online, TV, and other similar platforms without changing the content or format means the use of the contents of printed materials in other platforms such as but not limited to audio and video for distribution over radio, social media, and television, without transforming or adapting the content.
- 1.17. **DEPED Development Team** refers to **DEPED** personnel who are duly authorized as writers, editors, illustrators, layout artists, and identified


 RELISA REYNA V. PASTOR
 Witness


 ALVIN J. BUENAVENTURA
 FILCOLS


 ROWAN C. JIMENEZ
 DEPED's Witness


 Asec. JANIR T. DATUKAN
 DEPED

DEPED personnel involved in creating the LRs where the third-party content is used.

1.18. **Derivative Works** refers to dramatizations, translations, adaptations, abridgments, arrangements, other alterations of literary or artistic works, collections of literary, scholarly or artistic works, and compilation of data and other materials which are original by reason of the selection and coordination or arrangement of their contents.

1.19 **Adoption** in the British Copyright Act of 1965, refers to the "making of a translation dramatic version of a non-dramatic work, the making of a translation of the work and the making of a version in which the story or action is conveyed wholly or mainly by means of pictures in a form suitable for reproduction in a book, or in a newspaper, magazine or similar periodical."

1.20 **Reproduction right** refers to the right to make one (1) or more copies of a work in any manner or form.

2. SCOPE AND COVERAGE

The License Fee received by **FILCOLS** shall be used exclusively for the first mass utilization of all LRs developed until the end of this agreement.

The License Fee shall solely cover all the LRs created within One (1) year from signing of this agreement which shall be used for all basic education Grade Levels.

The License Fee shall cover the initial inventory of LRs to be used for various delivery modes but not limited to other additional LRs created by **DEPED** within One (1) year from the signing of this Agreement.

2.1 Copying

2.1.1 Copy means, in relation to the whole or a substantial part of a Work, to make a copy in any format, including, but not limited to the following:

- (a) Photocopying;
- (b) Printing;
- (c) facsimile transmission;
- (d) typing;
- (e) creating overhead transparencies;
- (f) hand;
- (g) digital formats;
- (h) audio format for accessible materials; and
- (i) audio and multimedia formats for distance learning.

2.1.2 Copying Limits

2.1.2.1 For multiple Copies, including compilations made at the direction of **DEPED**, up to:

- (a) for Journals and Newspapers, no more than one article from any issue, unless the articles relate to the same subject matter, in which case all those articles may be Copied;
- (b) artistic works may be copied provided that it is copied with the text accompanying or illustrating the same;

- (c) for anthologies, the greater of 15% of the Pages or an entire single short story, essay, article or poem;
- (d) for encyclopedia, dictionaries, annotated bibliographies or similar reference Works, the greater of 10% of the Pages or an entire entry;
- (e) for any other Work including books, the lesser of one chapter or 20% of the number of Pages of the Work.

2.1.2.2 These Copying Limits shall not apply for any Work where **DEPED** has made inquiries of its normal suppliers and a new copy of the Work cannot be obtained at the normal market price within 30 days.

2.1.2.3 The Work from which the Copy is to be made should normally be an original work. A Copy should not normally be made from a copy.

2.1.3. Excluded Works

List of those works excluded directly by the author or the publisher.

2.1.4. Attribution

DEPED must ensure that the information regarding the number of copies made shall be provided to **FILCOLS** prior to reproduction of any LR's.

2.1.5. Restrictions

2.1.5.1 Copying by persons other than the members of **DEPED** Development Teams is strictly prohibited unless it is authorized in writing by **FILCOLS** or the owner of the copyright in the Licensed Copyrighted Work.

The right of reproduction granted under this agreement does not include the right to derivative works of the copyrighted works.

2.2 Records of Copying

All Copying

1. During the term of this agreement, **DEPED** must permit **FILCOLS** access to such information regarding **FILCOLS** Licensed Copyrighted Work as would be necessary for purposes of calculating the license fees due to **FILCOLS** and for ascertaining the amount to be distributed to **FILCOLS** members.
2. **FILCOLS** may request **DEPED** to provide the following information regarding Works containing **FILCOLS** Licensed Copyrighted Work made during the term:
 - (a) title of Copyrighted Work;
 - (b) title of Journal, if appropriate;
 - (c) ISBN or ISSN, where known;
 - (d) page numbers and number of Pages Copied;
 - (e) author; and
 - (f) publisher.

[Signature]
REGINA REYNA V. PASION
Witness

[Signature]
ALVIN J. BUENAVENTURA
FILCOLS

[Signature]
EDWARD C. JAMENEZ
DEPED's Witness

[Signature]
Asec. JANIR T. DATUKAN
DEPED

3. LICENSE

- 3.1. Subject to clause 3, **FILCOLS** grants **DEPED** a non-exclusive, non-transferable license to reproduce the Licensed Copyrighted Works for the purpose of creating LRs for the duration of One (1) year from the signing of this agreement which shall be used for various learning delivery modes.
- 3.2. **DEPED** shall ensure that the Licensed Copyrighted Works shall only be reproduced by the **DEPED** Development Teams for the exclusive purpose of creating LRs.
- 3.3. Learning Resources. **DEPED** does not have the right to grant access to the Licensed Copyrighted Works to third parties.
- 3.4. **DEPED** will faithfully comply with reproduction of Copyrighted Works under the Agreement, particularly the Copying Limits or breach the prohibitions set out.
- 3.5. **DEPED** acknowledges that **FILCOLS** may notify **DEPED** from time to time that certain Works are Excluded Works and are outside the coverage of this Agreement. **FILCOLS** shall take into account such with any affected member and that any notification from **FILCOLS** however shall not affect **DEPED's** printed or utilized materials.
- 3.6. **DEPED** shall ensure that copies of Licensed Copyrighted Works made under this Agreement are distributed on a cost-recovery basis.

4. LICENSE FEES

- 4.1. **DEPED** shall have seven (7) calendar days upon receipt of the invoice for the payment of the License Fee to dispute in writing and inform the **FILCOLS** any discrepancy or adjustment in the invoice for correction or clarification. The undisputed portion of the invoice shall remain payable within the payment term agreed upon.

Subject to the immediately preceding paragraph, **DEPED** shall pay **FILCOLS** the License Fees within thirty (30) days from receipt of the invoice issued by **FILCOLS** and upon compliance with all the legal requirements.

- 4.2. The use of **DEPED** funds as required in the Agreement, shall be subject to the availability of funds and should be in accordance with the applicable provisions of RA No. 9184 or the "Government Procurement Reform Act" and its Implementing Rules and Regulations (IRR), and government accounting and auditing rules and regulations.

5. RECORDS AND INFORMATION

- 5.1. **DEPED** shall:
 - 5.1.1. Provide **FILCOLS** with such information as **FILCOLS** may request during the term of the agreement, which information shall be reasonably necessary to the determination of the amount of copying done by **DEPED**, which author is being copied, and which information shall be used to ascertain the amount to be distributed to **FILCOLS** members; and

[Signature]
REGINA REYNA V. PASTOR
Witness

[Signature]
ALVIN J. BUENAVENTURA
FILCOLS

[Signature]
EDWARD J. MENENDEZ
DEPED's Witness

[Signature]
Asec. JANIR T. DATUKAN
DEPED

5.1.2. Comply with all reasonable requests concerning access to information and the making of Copying records.

5.2. **DEPED** shall provide **FILCOLS** all LRs containing the copied Licensed Copyrighted Works prior to the reproduction or utilization of the same, upon which **FILCOLS** shall make a determination of the use of the Licensed Copyrighted Works. In the event that **FILCOLS** does not send a notice to **DEPED** of any findings within a period of ten (10) calendar days from the receipt of the LRs, **DEPED** may commence reproduction or utilization of the same.

5.3. **FILCOLS** shall provide **DEPED** a duly notarized certification that the copyright owners granted consent to the use of or copying of their material in the LRs of **DEPED** under the terms and conditions of this Agreement with attachments/supporting documents showing a complete list of said copyright owners and their written consents. The frequency of submitting an updated list is up to the discretion of the parties.

6. INFRINGEMENT

6.1. Both parties shall Promptly notify each other in writing of any claim which comes to its notice for infringement of copyright arising from Copying under the Agreement.

6.2. The **DEPED** shall:

- (a) Not be allowed to compromise or settle any claim or proceeding regarding copyright infringement with **FILCOLS** member or affiliates without the prior written consent of **FILCOLS** so far as the law provides; and
- (b) Upon request and at the expense of **FILCOLS**, permit **FILCOLS** to intervene during the proceedings regarding the above; provided the intervention of **FILCOLS** does not prejudice the interest of **DEPED**. When allowed, **DEPED** may secure the necessary power of attorney from the Office of the Solicitor General to allow the lawyers of **FILCOLS** to jointly or on its account defend, pursue or prosecute such claim or proceedings.

7. CAPACITY AND AUTHORIZATION

7.1. The Parties hereby represent and warrant that they are duly authorized and empowered to execute, deliver, and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust, or other instruments to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation that is enforceable in accordance with its terms.

8. INDEMNITIES

8.1. Any guilty party shall indemnify the innocent party for the damages it suffered due to breach, subject to proceedings mentioned under Item 10.4 of this Agreement and the existing laws, rules and regulations of the Philippines.

The suggested provisions on liquidated damages is not necessary as it is redundant, and it is already stated in the agreement that either party can recover damages.

Copyright License is not subject for damages because Intellectual Property is intangible. Right to reuse is the service to be rendered by **FILCOLS**, not physical products like books etc.

But if it is necessary, in terms of goods this is the provision as follows:

FILCOLS Inc. shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods, for every day of delay goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DEPED**.

DEPED shall deduct the liquidation damages from any money due or which may become due to **FILCOLS** Inc. or collected from any of the securities or warranties posted by **FILCOLS** Inc. whichever is convenient to **DEPED**. Once the accumulated amount of liquidated reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

9. TERMS AND TERMINATIONS

- 9.1. This Agreement shall take effect on the date of receipt of the Notice to Proceed (NTP) by **FILCOLS**, and shall thereafter be in full force and effect for a period of one (1) year, unless further extended through a written agreement of the Parties.
- 9.2. This Agreement may be terminated when:
- 9.2.1. A party (Defaulting Party) continues to breach any obligation under the Agreement for thirty (30) days after notice from the other party (Innocent Party);
 - 9.2.2. The Defaulting Party stops payment of or is unable to pay its debts subject to Section 4.1 of this Agreement;
 - 9.2.3. The Defaulting Party has filed for rehabilitation or liquidation, the Innocent Party may, by notice to the Defaulting Party, terminate this Agreement.
- 9.3. In the event of termination, **DEPED** shall still pay License Fees accrued upon termination subject to Section 4.1 of this Agreement, on the other hand, the terms on the approval and utilization of LRs shall remain in effect for LRs submitted to **FILCOLS** prior to or on the date of the termination of this agreement.

10. MISCELLANEOUS

- 10.1. A notice for the purposes of the Agreement, must be in writing and given to the addressee by delivering it personally or by overnight courier to the addresses or to the email addresses as stated below:

For purposes of addresses, the following shall be the official addresses of the parties:


REGINA REYNA V. PASTOR
Witness


ALVIN J. BUENAVENTURA
FILCOLS


EDWARD S. MENESES
DEPED's Witness


Asec. JANIR T. DATUKAN
DEPED

DEPED: blr.od@deped.gov.ph

FILCOLS: filcols@gmail.com

- 10.2. This Agreement may not be amended for any purpose, and no modifications or supplements may be made except in writing and properly executed by the Parties. The Agreement shall remain in full force and effect unless duly amended, or until its expiration or termination.
- 10.3. The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior written consent of the other Party, and any purported assignment made without obtaining such written consent shall be null and void.
- 10.4. The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

In the event the parties still fail to reach a settlement, without waiving the benefit of immunity, the Parties shall not be precluded from submitting the dispute to the appropriate courts of the Philippines. Any cause of action for the enforcement of this Agreement or any provision herein shall be instituted inly in the courts of competent jurisdiction, specifically in the appropriate courts of Pasig City to the exclusion of all other venues.

- 10.5. A waiver of any breach of this agreement shall not be deemed to be a waiver of any other or any subsequent breach. The failure of either party to enforce at any time any of the provisions of this agreement shall not be interpreted as a waiver of such provisions, and shall not affect the validity or enforceability of the Agreement.
- 10.6. Where a word or phrase is given a defined meaning in this Agreement and another part of speech or other grammatical form of that word or phrase has a corresponding meaning in the normal parlance, the definition provided herein shall govern in construing the provisions of this Agreement.
- 10.7. In the event that any of the provisions of this Agreement or any document that may be executed in connection therewith shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality, and enforceability of the remaining provisions of this Agreement or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain in full force and effect.
- 10.8. The Agreement embodies the entire understanding and agreement, whether oral or written, between the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings and agreements.


RELINA REYNA V. PASION
 Witness


ALVIN J. BUENAVENTURA
FILCOLS


DEPED's Witness


ASec. JANIR T. DATUKAN
DEPED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT OF EDUCATION

FILIPINAS COPYRIGHT LICENSING SOCIETY, INC.

By:

By:

JANIR T. DATUKAN
Assistant Secretary for
Bureau of Learning Resources

ALVIN J. BUENAVENTURA
Executive Director

Signed in the presence of:

[Signature]
EDWARD C. JAMENEZ

[Signature]
REGINA KEYWA V. RASTON

DEPED's Witness

Witness

CERTIFIED FUNDS AVAILABLE: ₱26,559,669.-

[Signature]
MA. RHUNNA L. CATALAN
Chief Accountant

ACKNOWLEDGMENT

Republic of the Philippines)
City of PASIG CITY)

BEFORE ME, personally appeared the following persons:

Name	Competent Proof of Identity	Date/Place Issued
Janir T. Datukan	Passport No. P6514692A	
Alvin J. Buenaventura	Umid No.: 0033-6122874-8	

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 fourteen (14) pages, including this page on which this acknowledgment is written and the attached Schedule 1, 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 27 DEC 2024 day of PASIG CITY, 2024 at PASIG CITY, Philippines.

ATTY. NEIL TANLANGIT ALBOPEKA
NOTARY PUBLIC
Until December 31, 2025

[Signature]
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357680 / Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007 -260 -000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -634 -4229

Doc. No. 280;
Page No. 57;
Book No. XXV;
Series of 2024.

SCHEDULE 1 - LICENSE FEES

The License Fee shall be for the development and first mass utilization of all Learning Resources (LRs) created until the end of this agreement.

The License Fee covers all LR's created within one (1) year from signing of this agreement which shall be used for all basic education Grade Levels.

The License Fee is considered a token price and shall not serve as basis for appropriate copyright licenses in possible license agreements with DEPED in the future.

The License Fee shall cover the initial inventory of LR's to be used for various delivery modes but not limited to other additional LR's within one (1) year from the signing of this Agreement

The total amount of copyright license fee is **PHILIPPINE PESOS TWENTY-SIX MILLION, FIVE HUNDRED FIFTY-NINE THOUSAND, SIX HUNDRED SIXTY-NINE and 00/100 (Php 26,559,669.00).**

Grade Level	No.	Learning Area	Total
Kinder	1		PhP26,559,669.00
Grade 1	2	Mathematics	
	3	Filipino/Language	
	4	English/Literacy	
	5	EsP/GMRC	
	6	AP/MAPEH/SIKAPP	
Grade 2	7	Math	
	8	Filipino/Language	
	9	English/Literacy	
	10	EsP/GMRC	
	11	AP/MAPEH/SIKAPP	
Grade 3	12	Math	
	13	Filipino/Language	
	14	English/Literacy	
	15	EsP/GMRC	
	16	AP/MAPEH/SIKAPP	
	17	Science	
Grade 4	18	Mathematics	
	19	Filipino	
	20	English	
	21	EsP/GMRC	
	22	Araling Panlipunan	

Rebina Reynaga
REBINA V. PASTOR
 Witness

Alvin J. Buena Ventura
ALVIN J. BUENAVENTURA
 FILCOLS

Edward C. Jimenez
EDWARD C. JIMENEZ
 DEPED's Witness

Janir T. Datukan
ASec. JANIR T. DATUKAN
 DEPED

[Signature]
REGINA REYNA V. PASION
 Witness

[Signature]
ALVIN J. BUENAVENTURA
FILCOLS

[Signature]
EDWARD C. SAMPANEZ
 DEPED's Witness

[Signature]
ASec. JANIR T. DATUKAN
 DEPED

	23	Science
	24	Music and Arts
	25	PE and Health
	26	Agri-Fishery Arts
	27	Home Economics
	28	Information And Communications Technology
	29	Industrial Arts
Grade 5	30	Mathematics
	31	Filipino
	32	English
	33	EsP/GMRC
	34	Araling Panlipunan
	35	Science
	36	Music and Arts
	37	PE and Health
	38	Agri-Fishery Arts
	39	Home Economics
	40	Information And Communications Technology
	41	Industrial Arts
Grade 6	42	Math
	43	Filipino
	44	English
	45	EsP/GMRC
	46	Araling Panlipunan
	47	Science
	48	Music and Arts
	49	PE and Health
	50	Agri-Fishery Arts
	51	Home Economics
	52	Information And Communications Technology
	53	Industrial Arts
Grade 7	54	Mathematics
	55	Filipino
	56	English
	57	EsP/Values Education
	58	Araling Panlipunan
	59	Science
	60	Music and Arts
	61	PE and Health
	62	Agri-Fishery Arts
	63	Home Economics

Grade 8	64	Information And Communications Technology
	65	Industrial Arts
	66	Mathematics
	67	Filipino
	68	English
	69	EsP/Values Education
	70	Araling Panlipunan
	71	Science
	72	Music and Arts
	73	PE and Health
	74	Agri-Fishery Arts
	75	Home Economics
	76	Information And Communications Technology
	77	Industrial Arts
Grade 9	78	Mathematics
	79	Filipino
	80	English
	81	EsP/Values Education
	82	Araling Panlipunan
	83	Science
	84	Music and Arts
	85	PE and Health
	86	Agri-Fishery Arts
	87	Home Economics
	88	Information And Communications Technology
	89	Industrial Arts
Grade 10	90	Mathematics
	91	Filipino
	92	English
	93	EsP/Values Education
	94	Araling Panlipunan
	95	Science
	96	Music and Arts
	97	PE and Health
	98	Agri-Fishery Arts
	99	Home Economics
	100	Information And Communications Technology
	101	Industrial Arts
Grade 11 & 12	102	Oral Communication
	103	Reading And Writing

Relina Reyes V. Umstor
RELINA REYES V. UMSTOR
 Witness

Alvin J. Buena Ventura
ALVIN J. BUENAVENTURA
FILCOLS

Edward C. Jimenez
EDWARD C. JIMENEZ
 DEPED's Witness

Asec. Janir T. Datukan
Asec. JANIR T. DATUKAN
 DEPED


REBIN REYNA V. PASTOR
 Witness


ALVIN J. BUENAVENTURA
FILCOLS


EDWARD C. JIMENEZ
 DEPED's Witness


Asec. JANIR T. DATUKAN
 DEPED

SHS Core Curriculum Subjects	104	Komunikasyon At Pananaliksik Sa Wika at Kulturang Pilipino	
	105	Pagbasa at Pagsusuri Ng Iba't-Ibang Teksto Tungo sa Pananaliksik	
	106	21st Century Literature from the Philippines and the World	
	107	Contemporary Philippine Arts from the Regions	
	108	Media and Information Literacy	
	109	General Math	
	110	Statistics and Probability	
	111	Earth and Life Science	
	112	Physical Science	
	113	Introduction to the Philosophy of the Human Person	
	114	Physical Education and Health	
	115	Personal Development	
	116	Understanding Culture, Society and Politics	
	117	Earth Science (Taken Instead of Earth and Life Science	
	118	Disaster Readiness and Risk Reduction	
	SHS Academic Track	119	Accountancy, Business and Management (ABM) Strand
		120	Humanities And Social Sciences (HUMSS) Strand
		121	Science, Technology, Engineering and Mathematics (Stem) Strand
122		General Academic Strand	
123		Pre-Baccalaureate Maritime	
SHS Applied Track Subjects	124	English For Academic and Professional Purposes	
	125	Practical Research 1	
	126	Practical Research 2	
	127	Filipino Sa Piling Larangan	
	128	Akademik	
	129	Isports	
	130	Sining	
	131	Tech-Voc	
	132	Empowerment Technologies (for the Strand)	
	133	Entrepreneurship	
	134	Inquiries, Investigations and Immersions	