

**ADMINISTRATIVE ORDER**NO. 05

Series of 2024

SUBJECT: DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) INTELLECTUAL PROPERTY (IP) POLICY

I. RATIONALE

The Department of Social Welfare and Development (DSWD) prioritizes strengthening its knowledge management system as an institutional development strategy to further build on its steering role in the provision of social welfare and development (SWD) programs in the country. The devolution of SWD programs and services to the local government units (LGUs) brings an opportunity for the DSWD to optimize its capacity to produce quality knowledge products and innovations and put proper safeguarding mechanisms to these intellectual properties.

While it is recognized that Republic Act (RA) No. 8293 or the Intellectual Property Code of the Philippines excludes government agencies from owning copyright, it does not preclude these agencies from implementing their own intellectual property policy to protect their intellectual property from misuse or exploitation and to give proper recognition to creators and innovators in the Department.

The development of the DSWD Intellectual Property (IP) Policy clearly defines the standard and protocols for safeguarding various intellectual property assets produced in the Department. This aids in lessening the Department's vulnerability to IP violations through dissemination of standards and procedures in terms of using and exchanging knowledge and information.

II. LEGAL BASES

1. **Administrative Order (AO) No. 9, Series of 2022: Implementing Guidelines of the DSWD Knowledge Management Framework** - emphasizes the need to safekeep the knowledge of the Department from misuse and/or exploitation to preserve the welfare of its clients and to promote public trust
2. **RA No. 10055: Philippine Technology Transfer Act of 2009** - provides the framework and support system for the ownership, management, use, and commercialization of intellectual property generated from research and development funded by government and for other purposes¹
3. **RA No. 8293: Intellectual Property Code of the Philippines** - provides information on the different ways to protect intellectual property assets (e.g., copyrights, patents, and trademarks).

¹ RA 10055

4. **Intellectual Property Office of the Philippines (IPOP HL) Memorandum Circular (MC) 24, Series of 2020: Copyright Rules and Regulations for the Government** - provides specific intellectual property terms and conditions for works of the Government of the Philippines.

III. OBJECTIVES

The DSWD IP Policy is created in order to encourage DSWD personnel in developing inventions, innovations, and creative work for the betterment of the delivery of SWD programs and services; set the limitations for the use of the Department's works; define ownership of works made at the level of DSWD and in collaboration with the Department's partners and stakeholders; set conditions for works commissioned by the Department with private entities or partners; and set the framework for technology transfer and utilization of intellectual property assets produced at the level of DSWD and/or in partnership with local, international, public, and/or private entities.

IV. COVERAGE

This policy shall cover all offices, bureaus, services and units (OBSUs) of the DSWD, both at the Central Office (CO) and Field Offices (FOs). The policy shall also cover all DSWD officials and employees (permanent, contractual, casual and co-terminous), including contract of service workers, consultants and service providers contracted by DSWD.

V. DEFINITION OF TERMS

1. **Background IP** refers to any intellectual property developed independently by the Department's partners or by an external body.
2. **Commercialization** refers to any form of exploitation of IP, including assignment, licensing, and commercialization through a spinoff venture for which the IP owner receives payments or revenues in the form of royalty fees or other means in exchange for the use of such IP subject to terms and conditions in an agreement.
3. **Creator** refers to DSWD employees who individually or in collaboration with independent contractors create, conceive, reduce to practice, or otherwise make a significant or substantive intellectual contribution in the creation of Intellectual Property.
4. **Department** is used interchangeably with the term DSWD.
5. **Enabler** refers to DSWD personnel and other person/s, partners and stakeholders who have directly or indirectly contributed to the creation of intellectual property, primarily through the execution of standard tasks or following through the specific instructions.

6. **External Party/Partners** refers to any organization whether local or international, private or government which shares common interests with the DSWD and enters into a relationship, in whichever way, with the DSWD.

7. **Foreground IP** refers to new intellectual property which is developed arising out of a relationship between two companies, i.e., parties collaborating with the DSWD.

8. **Head of Agency** refers to the DSWD Secretary.

9. **Independent contractor** refers to a worker hired under the Contract of Service or Job Order in the Department for the implementation of its program services and special projects.

10. **Innovation Fund** refers to grant funding programs from the 60% share of the DSWD from the net cumulative return from commercialized IP assets which give groups and offices, bureaus and services financial backing to find innovative ways of addressing policy problems.

11. **Intellectual Property (IP)** refers to all outputs of creative and innovative endeavors in any field at the DSWD for which legal rights may be obtained or enforced pursuant to the law. IP may include, but is not limited to:

- a. literary works, publications, and associated materials, including drafts, data sets;
- b. training modules, manuals and learning materials, assessment tools;
- c. researches, process documentations, case studies and other knowledge products;
- d. information educational and communication (IEC) materials, graphic stories, and other advocacy materials;
- e. inventions and technology innovations;
- f. social technologies (STs) including its manuals, guidelines, and materials (e.g., modules, session guides, tools, databases, and systems);
- g. other original literary, dramatic, musical or artistic works, sound/video recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of Institution resources or facilities;
- h. databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- i. patentable technical information;
- j. trade secrets (e.g., Proxy Means Test formula);
- k. trademarks, insignia or logos, merchandise (e.g., T-shirts, vests with DSWD mark, etc.);
- l. know-how, information and data associated with the above; and
- m. any other Institution-commissioned works not included above.

12. **Intellectual Property Protection** refers to securing an economic advantage and making

sure to defend the Department's unique products and services. The best way to protect IP is to register it with the government and enforce ownership rights.

13. **Intellectual Property Rights (IPRs)** refers to proprietary rights that may be granted for an invention, mark, design, or other types of IP, should the statutory requirements for protection be met to result in a patent, trade mark, and registered design right, respectively.

14. **IP Assignment** refers to the transfer of an owner's rights over intellectual properties to any party or entity.

15. **IP Disclosure Form** refers to the form to be completed by creators and submitted to the Knowledge Management Division to document their creations.

16. **IP Valuation** refers to the process to determine the monetary value of the subject IP or intangible assets of the DSWD.

17. **Knowledge Management Division (KMD)** refers to the transitory administrative division that will assist the DSWD in managing and commercializing its IP assets or portfolios in a form that will most effectively promote their development and use for economic and social benefit. The Social Welfare Institutional Development Bureau (SWIDB) through KMD is responsible for day-to-day management of IP-related activities of the DSWD.

18. **Knowledge Products (KP)** refers to creative and innovative work derived from expertise, research, and lessons learned that respond to different demands of users and may cover a wide range of purposes. KPs contain knowledge that is ready to be used and benefited from, such as:

- a. Advocacy Material Designs / Layouts (e.g., Primers, Briefers, Frequently Asked Questions (FAQs), Brochures, Pamphlets, Infographics, Posters, Flipcharts, Annual Reports, Annual Technical Reports, Audio-Visual Presentations (AVPs) / Orientation Videos)
- b. Learning Modules
- c. Powerpoint Presentations
- d. Case Studies
- e. Graphic Stories
- f. Good Practice Documentation (GPD)
- g. Success Story Documentation
- h. Research / Thesis / Dissertation
- i. M & E Results
- j. Lessons Learned Papers
- k. Operations Manuals
- l. User's Manuals
- m. Training Manuals
- n. Implementation Manuals

- o. Workbook
- p. Storybooks
- q. Guidelines
- r. Social Technology Portfolios
- s. Learning Needs Assessment Report
- t. Sustainability Plans
- u. Business Process Model
- v. Time and Motion Study
- w. Compendiums
- x. DSWD Official Logos and other Branding Components
- y. Official Photographs / Action Photos in High Resolution
- z. Computer Information Programs / Systems and Databases
- aa. Artistic Works (e.g., Drawings, Paintings, Illustrations, etc.)
- ab. Recorded Online Video Live Streaming / Broadcasts / Podcasts
- ac. Audio Recordings
- ad. Print, TV and Radio Advertisements
- ae. Developed Livelihood Products
- af. E-Newsletters
- ag. News and Feature Articles
- ah. Press Releases

19. **Licensing Agreement** refers to an agreement entered into between the creator, assignee, transferor, or duly authorized representative of the intellectual property rights owner granting the license privileges, whether for a fixed period such as but not limited to the authority to exploit, make, use, sell, copy, display, distribute, and modify the works subject to terms and conditions mutually agreed upon by the parties.

20. **Net Cumulative Return** refers to the amount of money or revenue that DSWD, either directly or indirectly, receives from the exploitation of the relevant intellectual property (IP), less any fees, royalties, taxes, production costs, travel expenses, legal fees, and costs associated with registration or other forms of protection.

21. **Preliminary Search Report** refers to the form to be completed by creators and submitted to KMD to aid in assessing the potential for commercial use and need for protection of their respective IP.

22. **Premature Public Disclosure** refers to the act of disclosing the Intellectual Property to the public before an application for protection is filed with the Intellectual Property Office of the Philippines.

23. **Public Disclosure** refers to the communication of information, relating to the IP, to external parties. This includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference;

examination of a thesis; demonstration of an invention at a trade show; or the industrial application of an invention. No public disclosure of any form shall be made by an employee of the DSWD without appropriate protection of the work.

24. **Revenue** refers to all monetary and non-monetary benefits derived as a result of the development, production, transfer, use, and/or commercialization of IPRs, including income from assignments and royalties from licenses.

25. **Reproduction of the IPs** refers to the scanning, photocopying, printing, downloading and photographing of IP registered materials, tools, technology, whether in whole or in part.

26. **Royalty** refers to payments for the right to use or to exploit intellectual property.

27. **Serendipitous IP** refers to an intellectual property that is unexpected and incidental in nature and its output can be accomplished.

28. **Significant or Substantive Intellectual Contribution** refers to at least 70% contribution to the various processes involved in the creation of an IP, specifically its conceptualization, design, development, testing, and finalization, or at least 70% cumulative contribution to the various processes involved in the creation of an IP.

29. **Social Technology (ST)** refers to an innovative SWD model/program of intervention which utilizes theories and/or tested methods intended to improve social conditions and human behavior of the disadvantaged, poor, and vulnerable Filipinos.

30. **Stakeholders** refers to any person, group or institution that has an interest in development activities, projects or programs of DSWD.

31. **Students** refers to students who avail themselves of the DSWD's Government Internship Program or Student Training Program who are assigned to various work stations based on their assessed skills.

32. **Works** refers to any intellectual property produced by the DSWD, its personnel, partners, stakeholders, or service provider in the course of their employment or engagement with the DSWD.

VI. OPERATIONAL GUIDELINES

1 The Intellectual Property Management Office

The Knowledge Management Division will serve as the transitory body and initiate the projects and activities required of this Order. It shall be responsible for the administration and organization of intellectual property activities and processes of the DSWD. The Intellectual Property Management Office shall be created in the Central Office.

The following are the processes on intellectual property management:

1.1 Creation

1.1.1 Receive IP disclosure forms (see Annex 2) and preliminary search reports (see Annex 3) from concerned researchers.

1.1.2 Perform prior art search and/or patent information search to validate the report made by the IP creators within twenty (20) days from receipt of the disclosure and search report. There shall be funds allocated for patent database subscription, otherwise, the service will be outsourced.

1.1.3 Assign a reference code for every IP disclosed or submitted and maintain a digital database to keep an inventory of all IP assets.

1.1.4 Conduct IP assessment to determine if the IP is protectable and/or patentable, prepare the description of the IP, or draft the specifications of the IP together with the IP creators concerned. This service can also be outsourced until the team has been fully capacitated to undertake the function.

1.1.5 Write a recommendation to the Director or Cluster Head for the immediate filing of appropriate IP protection, five days after writing the IP description, or drafting the claims of the IP based on the recommendations of the service provider.

1.1.6 If the IP is not protectable and/or patentable, advise promptly the IP creators concerned on the next viable course of action.

1.1.7 Manage the entire administration process of every IP filed for protection.

1.1.8 Conduct periodic IP audits.

1.1.9 Organize IP awareness and/or IP education activities in partnership with IP experts to the following:

1.1.9.1 All DSWD CO OBSUs and FO OBSUs, attached agencies, supervised agencies, DSWD individual consultants and consultancy firms;

1.1.9.2 All officials, employees holding permanent, casual, temporary positions, job orders, contractual, contract of service personnel including students under the Government Internship Program (GIP), as the case may be; and

1.1.9.3 Partner organizations such as but not limited to international agencies (e.g., World Bank, Asian Development Bank etc.), LGUs, SWD Agencies, SWD-Learning

Network, Area-Based Network, Bayanihang Bayan Volunteers, 4-Ps Network, etc.

1.2 Protection

1.2.1 Upon approval by the Cluster Head, immediately file the IP for protection (preferably within 10 days from receipt of notice of approval).

1.2.2 Keep track of the entire administration process from filing of the IP and responding to examiner's actions to the granting of the IP right.

1.2.3 Record progress of the administration process into the digital database using the reference code for each IP type.

1.2.4 Update the IP creators concerned of any progress in the administration process.

1.2.5 Manage the IP database to maintain all IP assets already granted protection (e.g., for patents, payment of annuity fees; for trademark, date of renewal and declaration of actual use, etc.).

1.2.6 Keep a record of the Certificates of Copyright Deposit, Patent Letters, Registrability Reports or Trademark Registrations, and update information in the IP database.

1.2.7 Keep track of the remaining life years of all protected IP assets.

1.3 Utilization and Commercialization

1.3.1 IP Assessment Services for the following activities:

1.3.1.1 Perform technology analysis to determine the IP's readiness for commercialization using various assessment tools (e.g., NASA's Technology Readiness Level; Quad Analysis; Technology Scoring Tool; Business Model Canvas, etc.); and

1.3.1.2 Perform assessment of IP readiness for market launch using various tools (e.g., Market Assessment Tool; Investment Readiness Level; Community Readiness Level, etc.).

1.3.2 Services for Assessment of Most Viable Commercialization Mode for the following activities:

1.3.2.1 Assess which mode of commercialization (e.g., licensing; joint venture, etc.) is most suitable for the IP asset (i.e. using Path Decision Making Factor or other tools of

assessment);

1.3.2.2 If licensing is the chosen mode, draft the licensing agreement together with the IP creators concerned;

1.3.2.3 Scout for potential licensees and prepare portfolio briefs;

1.3.2.4 If spinoff, prepare the business plan together with the IP creators concerned; and

1.3.2.5 Prepare innovation briefs/portfolio profile together with the IP creators concerned.

1.3.3 IP Valuation Services for the following activities:

1.3.3.1 Determine the potential value of the IP to be commercialized using the most appropriate asset valuation tools (e.g., cost, income, market, relief from royalty, multiple excess earning method, etc.); and

1.3.3.2 Prepare the valuation report to be used as basis for licensing negotiations and drafting the licensing contract.

1.3.4 Coordinate with the Finance Management Service (FMS) for revenue management.

1.3.4.1 Manage revenue cash flows from all commercialized IP assets.

1.3.4.2 In collaboration with the accounting office, keep a financial statement for periodic revenue streams per IP asset.

1.3.4.3 Ensure prompt release of the appropriate revenue shares to the rightful recipients (e.g., IP/Lead creator, enabler, etc.) based on net cumulative returns.

The processes for the Utilization and Commercialization of the DSWD's IP Assets require in-depth knowledge and experience. These may be outsourced until such time that the DSWD gains expertise on said processes.

2 IP Creation

2.1 The following groups or individuals identified under Section VI, item 1.1.9 of this Order may engage in the creation of IP.

2.2 The Use of Prior Art Search and Patent Information:

Intellectual Property assets shall be subjected to prior art searching to determine IP protectability.

2.3 Prior Disclosure Requirement:

All DSWD officials and employees, whether from the CO or FOs, and stakeholders shall be required to disclose all their IP outputs (e.g., workshop modules, tools, processes, commissioned studies and researches, etc.) to the SWIDB through KMD using the IP disclosure form (see Annex 2).

3 IP Protection

3.1 Disclosure of IP Assets

The DSWD shall protect and enforce all IPs and IPRs generated from the implementation of its various programs and services, and innovative activities. Its process is depicted in the Intellectual Property Application process (see Annex 1).

3.1.1 The creator (e.g., employee, partner, stakeholder, etc.) shall make a confidential disclosure to the SWIDB through KMD immediately after the generation of the technology. The confidential disclosure should include a preliminary search report (see Annex 3) to show the novelty of the IP asset generated in order to facilitate a subsequent determination of the method of protection;

3.1.2 The creator shall inform the DSWD if an IP or potential IPR is best protected as undisclosed information or trade secrets. Protection of undisclosed information shall be allowed in any of the following or other similar instances:

3.1.2.1 Upon the joint determination by the DSWD and creator, circumstances are such that well-defined interests of the general public will better be served by claiming legal protection of information or technology as trade secrets and complying with the law on the conditions for its protection; and

3.1.2.2 Protection is necessary in order to comply with contractual obligations with other project collaborators.

3.2 Determination as to IP Protection

3.2.1 Evaluation and recommendation. SWIDB through KMD will analyze the information disclosed in the IP Disclosure Form within 20 days of formal receipt. The analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, SWIDB through KMD will prepare a preliminary report with findings that enable the DSWD to decide if it will proceed with IP protection. SWIDB through KMD shall share the preliminary report with the creator(s), and seek their input.

3.2.2 Decision to Protect. The DSWD will decide, as soon as reasonably practicable, whether or not it wishes to protect the IP. SWIDB through KMD will use all reasonable efforts to notify the creator(s) of the DSWD's decision within 3 days from receipt of notice of approval or disapproval from the Cluster Head. SWIDB through KMD will also make a determination in relation to the validity of any claim made by a staff, a visitor or a partner stakeholder that they are the true creator(s) of that IP and in relation to their rights under this policy.

4 Ownership of IP and Rights of Use

4.1 IP Created by DSWD

All intellectual properties created by DSWD personnel shall be fully owned by the DSWD under any of the following circumstances:

4.1.1 If the IP is created pursuant to the regular duties and responsibilities of the DSWD personnel employed or rendering service to the DSWD as stipulated in their contract;

4.1.2 If the IP is created using substantial resources of the DSWD;

4.1.3 If the IP is created using the funds from external entity and/or stakeholders coursed through the DSWD; and

4.1.4 If the IP is fully donated without conditions by an external party or employee to the DSWD.

4.2 IP Created by DSWD Employees

The DSWD employees shall fully own the IP under the following circumstances:

4.2.1 If the IP is created outside the regular duties and responsibilities of the employee; and

4.2.2 If the IP is created without use of DSWD's resources, including official time; or

4.2.3 If the DSWD has waived ownership of the IP.

4.3 IP Created by DSWD External Partners/Parties

All contracts, agreements, partnerships, and/or undertakings that will directly or indirectly produce an intellectual property shall be governed by the following principles:

4.3.1 Background IP must be properly recorded and declared prior to the commencement of the contracts, agreements, partnerships, and/or undertakings; and belongs to the respective parties. Use of such Background IP requires written permission of the IP creator.

4.3.2 Foreground IP created from a collaborative work between or among DSWD and external party(ies) shall be owned jointly by both parties, unless otherwise stated in the contract. Co-owned Foreground IP shall be governed by the following considerations:

4.3.2.1 Terms and conditions of co-ownership; and

4.3.2.2 Costs for protecting and maintaining co-owned IP-the costs for protecting and maintaining any IP shall be shared between the DSWD and the external party/ies or as provided for in the contract.

4.3.3 Serendipitous IP created during the course of the collaboration between and/or among the DSWD and external party/ies shall be owned by the party/ies that developed the IP, unless agreed otherwise.

4.4 IP Created by Consultants and Contractors

All IPs produced by the consultants and contractors shall be fully owned by the DSWD under any of the following circumstances:

4.4.1 If the same was explicitly stipulated in the contract and/or any form of agreement;

4.4.2 If the IP is created within the terms of references of the consultant or contractors;
and

4.4.3 If the IP is created with the substantial use of the DSWD's resources.

All IPs produced by the consultants and contractors **shall be co-owned** with the DSWD if the contract and/or agreement stated so or that items 4.4.1 and 4.4.2 above were not met.

4.5 IP Created by Livelihood Beneficiaries of DSWD

Livelihood beneficiaries of the DSWD will own the IP under the following circumstances:

4.5.1 All IPs produced and funded by the livelihood beneficiaries of DSWD are owned by them; and

4.5.2 All IPs produced by the beneficiaries of DSWD but funded by the DSWD shall be owned by the livelihood beneficiaries, unless otherwise stipulated in any form of contract prior to the development of the IP. The DSWD shall assist in the filing process, but the processing and maintenance fee will be shouldered by the IP owner.

4.6 Rights of Use

4.6.1 Recognition. The DSWD acknowledges and protects the moral rights which RA 8293 confers on authors of the work.

4.6.2 Reproduction of IPs. No IP shall be reproduced in any form without the prior documentation notice to the DSWD and formal consent by the DSWD. The notice shall be addressed to the DSWD Secretary, attention of the SWIDB Director and Cluster Head.

4.6.3 Translation and Modification/Iteration of IPs. IPs coming from the DSWD Central Office cascaded to the DSWD FOs may be translated to local languages, be modified in the context of the regions (with due consent of the creator/s), provided that there will be no substantial change in terms of the core message and content of the IPs.

5 Publication, Non-disclosure, Trade Secrets

5.1 Right of publication

The DSWD has the right to decide if and when to publish the IP works provided, all concerned parties have explicitly agreed.

5.2 Non-disclosure for IP protection

In conjunction with the right of publication, creators should be aware that premature Public Disclosure may result in loss of IP protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to determination by the KMD, and shall consult its Cluster Head before making any Public Disclosure of potential Institution IP.

5.3 Trade Secrets

The DSWD may designate certain confidential information as a Trade Secret, owned by the Department. In that event, all creators shall be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by KMD.

6 Commercialization Of Intellectual Property Assets

This section presents the economic standpoint of all intellectual property assets created and developed by DSWD personnel which will be carried out for commercialization. It further discusses valuation, utilization, royalty, and revenue sharing schemes from all economic activities undertaken relative to its IP assets.

The right to initiate commercialization shall belong solely to the Department.

6.1 Utilization and Licensing Agreements

6.1.1 The Department shall be entitled to assign rights or grant licenses, whether exclusive or not, in respect of the IPs for a period of time as it shall deem fit, or make other arrangements relating to such IP as it may deem appropriate in order to facilitate the acquisition process for the public good.

6.1.2 The Department shall be entitled to approach, negotiate and enter into any binding agreement/s with any third party on such terms and conditions being the legal and beneficial owner of the IP. Should any institution, organization, and entity derive income from the commercialization of its IPs, the creators (i.e. the Department) shall have a share of the revenues of the institution using the Net Cumulative Return and pursuant to the provisions of RA No. 10055 and RA No. 8439. The revenue share for the Creators shall be divided equitably between and among the Lead Creator/s and the Enabler/s.

6.1.3 Commercialization modes that DSWD may pursue may include but are not limited to licensing, technology transfer, assignment, spin-off, and joint venture that are beneficial to the Department.

6.1.4 In cases of works originating from an external funding agreement (e.g., World Bank, AusAid, Asian Development Bank, among others), the provisions of such agreement shall govern the sharing of revenue and expenses, provided the same is not contrary to existing Philippine laws.

7 Royalty and Revenue Sharing, Awards, and Incentives

7.1 Royalty and Revenue Sharing

7.1.1 This IP Policy shall establish royalty and revenue sharing schemes that are consistent with the law.

7.1.2 DSWD shall receive all payments arising from all economic activities arising from its IP assets and shall distribute earnings every semester. The DSWD shall remit to the creator their portion of their revenue every 15th of June and 15th of December of every year. Prior to distribution, the Department shall recover administrative expenses and overhead costs incurred in the creation, development, and management of its IPs subject to commercialization.

7.1.3 Creator of technologies/IPs/IPRs shall continue to receive their share within their lifetime for as long as there are technology fees, royalties, and revenues derived from the transfer or commercialization of the technology/IP/IPR. Even after retirement, termination of employment, or contract of service with the creator(s), his/her/their heir(s), or successor(s-in-interest), will still receive shares from the royalties earned from a commercialized IP asset under the following conditions:

7.1.3.1 For as long as the rights to the IP still subsist or are valid, and

7.1.3.2 For as long as the IP continues to generate revenue streams.

7.1.4 The share of the creator in royalty and other revenues such as upfront, milestones, and other payments shall be payable to the creator(s) of the IP(s) even after retirement, termination of their employment from the Department, or end their contract of service; provided further, that said creator(s) has not been dismissed from the Department because of violation of provisions of this policy (e.g., selling or compromising the DSWD IP assets) or of existing laws. The office from which the invention originated shall also continue to receive its shares in royalty and other payments subject to the following conditions:

7.1.4.1 The rights of the subject IP still exist or remain valid;

7.1.4.2 The IP continues to earn income streams; and

7.1.4.3 The creator/s has/have not been dismissed from service due to a violation of any of the provisions of this IP Policy or of the existing laws.

7.1.5 Creators, whether regular or contractual, who have retired shall continue to receive their share within their lifetime for as long as there are royalties and revenues derived from the commercialization of the technology/IP/IPR.

7.1.6 Regardless of the mode of commercialization and manner of payment, the proceeds accruing from IP commercialization shall be shared fairly and proportionately between the DSWD and creators (including enablers and others) following the ratio of 60%-40% of the net proceeds as shown below:

Recipient	Share Ratio of the Net Cumulative Return
DSWD	60%
Creator/s	40%

7.1.6.1 The breakdown of the 60% share shall be distributed under the following circumstances subject to the issuance of guidelines on the utilization of the fund:

A. FO initiated IP asset

DSWD-CO	Field Office	Division/Section/Unit of the creator responsible for the creation of the IP
40%	40%	20%

B. CO initiated IP asset

DSWD-CO	Office/Bureau/Service	Division of the Office/Bureau/Service responsible for the creation of the IP
40%	40%	20%

The 60% share of the DSWD is preferred to constitute the revolving and Innovation fund (as an incentive) for use of OBSs and FOs for the furtherance of its research and development, innovation initiatives, and social technologies, among others, shall be deposited in an authorized government deposit bank subject to accounting and auditing rules and regulations. The revolving fund shall be used to defray intellectual property management costs and expenses including professional fees and to finance research and development, science and technology capability building, and technology transfer activities, including the operation of technology.

7.1.6.2 The breakdown of the 40% share shall be distributed under the following circumstances subject to the issuance of guidelines on the utilization of the fund:

Recipient	Share Ratio of the Net Cumulative Return
Creator/s	80% (40%*)
Enabler	20%

**The 80% is shared by the Creator/s and Individual Contractors where 40% is for the Creator/s and the other 40% for the Individual Contractors is taken from the 80% of the Creator/s.*

7.2 Sharing of IP Proceeds between Creator(s) and the DSWD

In cases when several organizations are involved in the creation and development of IP assets, the revenue sharing of institutions shall be subject to the provisions of the Research Funding Agreement (RFA) or as stipulated in the signed Memorandum of Agreement (MOA) by concerned parties.

7.3 Awards and Incentives

7.3.1 The grant of awards and incentives shall be in monetary and non-monetary items conferred on deserving personnel and offices who have exemplary and sterling contributions towards IP asset creation, development, and commercialization through the following mechanisms:

7.3.1.1 Nomination to DSWD PRAISE awards under the Innovation Award and Knowledge Management Initiative (KMI);

7.3.1.2 Endorsement to local, national, and international award and grants-giving bodies;

7.3.1.3 Provision of specialized training (e.g., design thinking) and scholarship local and abroad;

7.3.1.4 Provision of certificates and collaterals (e.g., gift certificates);

7.3.1.5 Publication of the work to DSWD official publication and professional journals;

7.3.1.6 Opportunities to be sent to national and international colloquium to present their knowledge works; and

7.3.1.7 Consider the regular employee for promotion or permanency of employment for COS.

7.3.2 An innovation seed fund shall be funded by the DSWD at the onset and shall be included in the work and financial plan of the SWIDB which can be accessed by creators through KMD.

In addition, the SWIDB through KMD should be proactive in the promotion and marketing of the IP assets in all platforms to include innovation and start-up bootcamp, conventions, festivals, among others.

8 IP Portfolio Maintenance

The DSWD shall be responsible for maintaining, at DSWD's sole cost and expense, any and all intellectual property rights in its IP Portfolio, including, without limitation to, (i) patents and patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof (iii) trademarks and service marks, trade names, and logos; and (iii) copyrights and other works of authorship.

In case an IP is co-owned, the costs for initiating and maintaining the protection of any IPRs shall be shared between DSWD and the external party(ies)/sponsor(s) as mutually agreed contractually.

The DSWD through KMD will conduct portfolio audits every semester to help identify the assets and to manage them through use of the "IP asset management software". This ensures that all relevant deadlines such as renewal dates are not missed, disputes are tracked and that assignments, licenses and coexistence agreements are linked to relevant rights.

9 Traditional Knowledge and Genetic Resources

If traditional knowledge or genetic resources are generated, provisions should be clear on how these assets may be protected and how these may be appropriated in favor of the originators, owners, creators, and all other stakeholders.

Traditional knowledge refers to the knowledge, innovations and practices of indigenous and local communities around the world. Developed from experience gained over the centuries and adapted to the local culture and environment, traditional knowledge is transmitted orally from generation to generation.²

10 General Obligations, Conflicts of Interest and Conflicts of Commitment

These are general statements or provisions that will bind all parties should conflicts arise from, or as a result of, the implementation of this IP Policy.

² Biodiversity Unit. (2021, October 19). *Introduction*. Convention on Biological Diversity. Retrieved September 28, 2022, from <https://www.cbd.int/traditional/intro.shtml#:~:text=Traditional%20knowledge%20refers%20to%20the,orally%20from%20generation%20to%20generation>

11 Dispute Resolution

Any dispute related to intellectual property or arising from the interpretation of this IP Policy shall first be reviewed and settled by the DSWD Grievance Committee. If the Grievance Committee is unable to resolve the dispute, it shall then form an Oversight Committee consisting of a nominee each from the parties. The nominees shall then nominate a third member who is acceptable to both nominees. The Oversight Committee shall then settle the dispute with utmost integrity and transparency. In any case where the contending parties are not satisfied with the resolution reached by the Oversight Committee, the parties shall be free to seek appropriate legal action in a court of law at their own expense.

VII. INSTITUTIONAL ARRANGEMENTS

All Offices/Bureaus/Services (OBS) and FOs shall be responsible for the following functions:

1 Create and maintain an IP assets database for their respective offices;

2 Allocate fund for IP application and maintenance fees; and

3 Process and apply for IP protection of their IP assets.

All DSWD officials and employees, whether from the Central Office or Field Offices, and stakeholders shall be required to disclose all their IP outputs (e.g., workshop modules, tools, processes, commissioned studies and researches, and other products) to the SWIDB through KMD using the IP disclosure form.

4 Legal Service

4.1 Provide legal assistance to various DSWD OBSs, FOs, and employees on IP-related matters consistent with the provisions of the DSWD IP Policy.

4.2 Handle complaints and concerns related to misuse of DSWD IP assets leading to misrepresentation of the Department.

4.3 Coordinate with IPOPHL for addressing IP violations committed against the agency.

5 Traditional Marketing Service

5.1 Lead in the development of the communication plan/advocacy plan on Intellectual Property Management.

5.2 Provide technical assistance in the implementation of the communication plan/advocacy plan on Intellectual Property Management.

6 Digital Marketing Service

6.1 Assess written and audio-visual IP assets according to the DSWD branding guidelines prior to publication.

6.2 Conduct quality check of the DSWD information, education, and communication (IEC) materials, including visual and written materials.

6.3 Collaborate with SWIDB in developing packaging and design standards for knowledge products and monitoring compliance.

6.4 Monitor IP-related contents in the DSWD social media platforms and website platforms to ensure that no IP-related contents will be posted in the DSWD social media and website without appropriate IP Protection.

7 Social Welfare Institutional Development Bureau

7.1 Serve as the transitory body in charge of IP management.

7.2 Formulate content standards for knowledge products.

7.3 Liaise IP-related matters concerning IP assessment, application process.

7.4 Lead in the implementation of the communication plan/advocacy plan on Intellectual Property Protection at the Central and Field Offices, in coordination with its counterparts.

7.5 Conduct training and knowledge sharing sessions on Intellectual Property Management.

8 Finance Management Service

8.1 Oversee and manage revenue cash flows from all commercialized IP assets.

8.2 Maintain financial accounts, records, and statements for periodic revenue streams per IP asset.

8.3 Facilitate the scheduled release of the appropriate revenue shares to the rightful recipients (i.e. IP/Lead creator; enabler; others) based on net cumulative returns.

VIII. REPEALING, TRANSITORY and EFFECTIVITY CLAUSES

1 Amendment

This IP Policy may be amended by the Department three years from its effectivity, or upon a written proposal by any officer or employee to the Head of Agency. The HRMD shall ensure

that all institution officers and employees are consulted prior to the effectivity and implementation of the amendments.

Upon amendment of this policy, the creation of the Intellectual Property Management Office shall be subject to the purpose of creation and availability of government funds or resources. The IPMO shall be responsible for the administration and organization of intellectual property matters of the DSWD, including the management of the IP rights for all creative outputs and innovations resulting from the creative or research activities carried out by DSWD personnel and stakeholders.

2 Effectivity

This Administrative Order shall take effect immediately upon issuance and shall continue to be in force until it is revoked.

Issued in Quezon City this 18th day March, 2024.



REX GATCHALIAN
Secretary

References:

<https://www.ipoi.gov.ie/en/commercialise-your-ip/benefits-of-ip-protection/>

<https://www.nibusinessinfo.co.uk/content/importance-protecting-intellectual-property>


<https://www.pchrd.dost.gov.ph/wp-content/uploads/2022/03/DOST-IP-Policy.pdf>

<https://www.priorilegal.com/intellectual-property/intellectual-property-assignment-agreements-and-licenses>

Sablan, A. (2022 September 27). *Intellectual Property Policy Development Workshop [PowerPoint Slides]. DSWD & Intellectual Property Office of the Philippines.*

<https://www.wipo.int/>

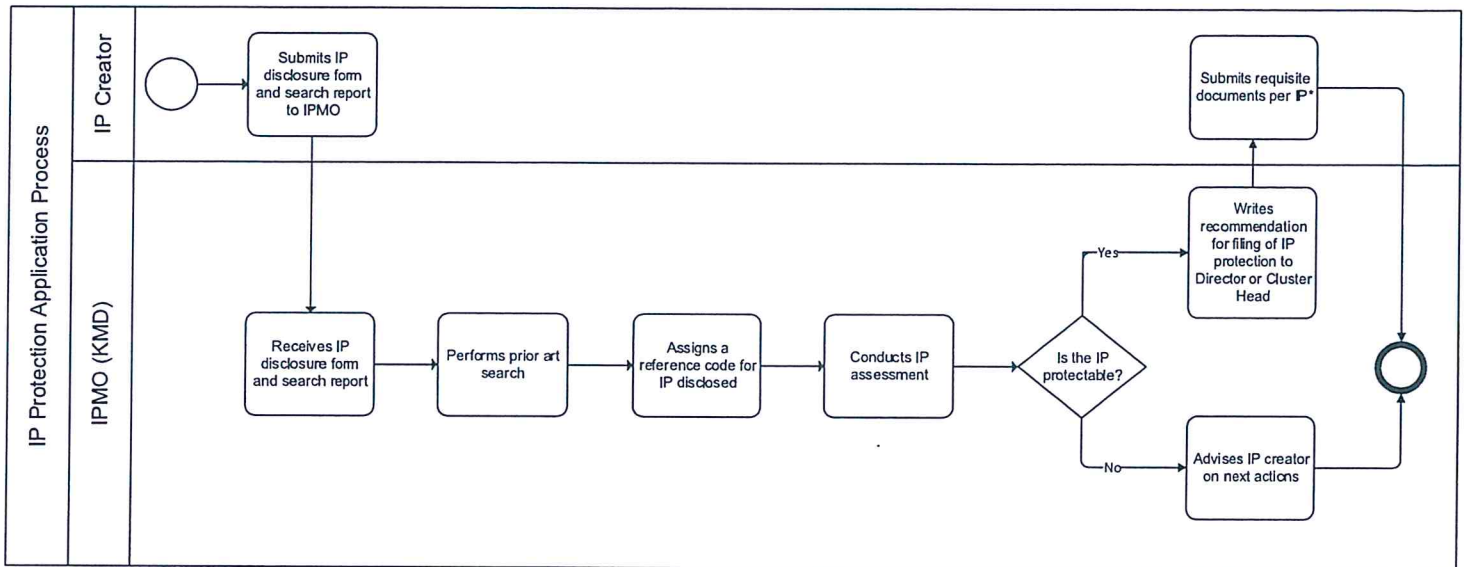
Certified True Copy



Remil R. Egamino
Administrative Officer V
Records and Archives Mgt. Division

21 MAR 2024

Annex 1. IP Protection Application Process



*Requisite documents per IP:

Patent Application requirements:

1. Patent application form (3 copies)
2. Specification and description of the patent:
 - a. The Title
 - b. A brief statement of its nature and purposes
 - c. Brief explanation of the drawings, if any
 - d. Complete and detailed enabling description
 - e. Distinct and explicit claim or claims which the applicant seeks to be protected
 - f. Abstract of the invention
3. Drawings of the invention

Utility Model application requirements:

1. Utility model application form (3 copies)
2. Specification and description of the utility model in pdf format:
 - a. The Title
 - b. A brief statement of its nature and purposes
 - c. Brief explanation of the drawings, if any
 - d. Complete and detailed enabling description
 - e. Distinct and explicit claim or claims which the applicant seeks to be protected
 - f. Abstract of the invention
3. Drawings of the utility model

Industrial Design application requirements:

1. Industrial Design application form (3 copies)
2. Specification and description of the industrial design in pdf format:
 - a. The Title
 - b. Brief explanation of the drawings, if any
 - c. Characteristic features
 - d. An omnibus claim for industrial design: "I claim the new and ornamental design for a _____ substantially as shown and described."
3. Drawings of the industrial design (combine all drawings into one PDF file)

Trademark Application requirements:

1. Trademark application form (2 copies)
2. Attach the drawing of the trademark

Copyright Application requirements:

1. Bureau of Copyright and Related Rights form



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Annex 2. Intellectual Property Disclosure Form

THE DSWD INVENTION DISCLOSURE FORM

FOR RECORD AND EVALUATION

The purpose of this form is to record and provide information for the evaluation of inventions which are of potential commercial value. It is important that the DSWD has an idea of the potential commercial value of the technology, the target markets, and the competitors.

Please use additional sheets when necessary, as some questions will require more space than is provided. Please complete this form as fully as possible; for help please contact the KMD on 10009-10010.

All potential IP creators must be listed on this form.

Please complete details for each creator, enabler, and contributor (COS); continue on a separate page if necessary.

Name			
Position/Designation			
Employment status			
Office/Bureau/Service			
Home Address			
Email			
Telephone			
Nationality			



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1 Title of IP Asset

1.1	Please write a short descriptive title that we can use for your IP
1.2	What is it? (please select as appropriate) Process/method <input type="checkbox"/> Software <input type="checkbox"/> Diagnostic <input type="checkbox"/> Learning Modules <input type="checkbox"/> Service <input type="checkbox"/> *Other <input type="checkbox"/> <i>*if "other" please describe:</i>
1.3	When and where was the IP first described in writing?

2 Description of IP

Please include a description of the IP, writing as much in a box as is needed and continuing on as many pages as necessary. Please also attach relevant drawings, data, etc.

2.1	What is the purpose of the IP?
2.2	What problem does it solve?
2.3	What are the key novel elements of the IP?
2.4	What are the advantages and disadvantages of this IP compared to existing work?
2.5	Please describe why this IP is not obvious to someone who is knowledgeable in the area?
2.6	What development stage is the IP at?
2.7	What other implementations/variations of this IP would be possible?
2.8	What would the final 'product' be used for?
2.9	Are there any other uses for the IP?

3 Disclosure

It is important for the DSWD to know if your IP has been made public, as this may affect the strength of any patent application and the commercial potential.

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3.1 Written disclosures

Please list, with dates, any past and planned written publications presenting the IP or data in this IP (journal papers/abstracts/posters/internet/other).

i). Past:

ii). Planned:

3.2 Oral disclosures

Please list, with dates, any past and planned oral disclosures of the IP (e.g. presentations at internal or external seminars, disclosure to an external institution or organization under a confidentiality agreement etc) and any demonstrations of the IP.

i). Past:

ii). Planned:

3.3 Future work

Please briefly outline any future research or development work that is planned for this invention:

3.4 Prior Art

i). Have you looked in the literature for any related articles, papers or patents? If so, please give details, listing references when possible. The information should cover the state of the art prior to your IP, and should include patent applications, key scientific literature and/or public oral communications.

ii). Please also list your own publications (including articles, abstracts, posters, www) which are in the field and which are not listed above.

4 Research Funding

The DSWD must know whether other organisations may have rights to your IP or to any technology that you have developed, so that we can reach agreements with them over our respective protection and exploitation rights.

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4.1 Period of research relevant to the creation of the intellectual property

From:

To:

4.2 Was the research leading to this intellectual property during that period or any part of it, funded in whole or in part by a third party? (e.g. company, charity, research council, government)

If 'NO' please state how the work was funded:

If 'YES' please name the third party and the grant(s)/funding received:

Funding source	Grant/contract period	Project code

4.3 If applicable, please list any third party owned materials and/or know-how that this IP uses, including the name of the third party:

4.4 Were any of the above materials obtained under a Materials Transfer Agreement? (Y/N)

If 'YES' please name the Company/Institution with which the Agreement was made:

If 'NO' on what basis were you given them:

4.5 Is this IP linked to the subject matter of other research agreements, MTAs, consultancies or other contracts (not listed above) that currently exist, or have expired, or are being negotiated? (Y/N)

If 'YES' please provide details:

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4.6 Was other company funded research taking place in your group during the period in question? (Y/N)

If 'YES', please list the source of the funding, dates of the grant, and whether it was in a closely related, broadly related or not related subject area:

Funding source	Grant/contract period	Closely, broadly or not related area

5 Creators'/Enablers'/Contributors' contributions

5.1 Please give a brief description of each of the roles of those named in this invention disclosure:

6 Signatures

Each person listed as an creator, enabler, and contributor should sign and date in the space below. By signing this document, you verify that the information given above is correct to the best of your knowledge and belief and you verify that you have read and understood the DSWD IP Policy.

Name	Signature	Date

7 Signed by a representative of the KMD:

Name:

Date:

Thank you for taking the time to complete this form. Please return it to KMD. Please also email a copy (without signatures) to swidb@dswd.gov.ph

If you have any queries, please call 10009-10010.

Annex 3. Preliminary Search Report

THE DSWD PRELIMINARY SEARCH REPORT

FOR RECORD AND EVALUATION

The purpose of this form is to determine the novelty of the IP; its relevance to potential stakeholders and the demand for it; and its potential to be commercialized. It is important that the DSWD has an idea of the potential commercial value of the technology, the target markets, and the competitors.

Please use additional sheets when necessary, as some questions will require more space than is provided. Please complete this form as fully as possible; for help please contact the KMD on 10009-10010.

All potential IP creators must be listed on this form.

Please complete details for each creator; continue on a separate page if necessary.

1 Title of IP Asset

Please write a short descriptive title that we can use for your IP

2 Description of IP

Please include a description of the IP, writing as much in a box as is needed and continuing on as many pages as necessary. Please also attach relevant drawings, data, etc.

2.1	What is the purpose of the IP?
2.2	What problem does it solve?
2.3	What are the key novel elements of the IP?
2.4	What are the advantages and disadvantages of this IP compared to existing work?
2.5	Please describe why this IP is not obvious to someone who is knowledgeable in the area?
2.6	What development stage is the IP at?

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2.7	What other implementations/variations of this IP would be possible?
2.8	What would the final 'product' be used for?
2.9	Are there any other uses for the IP?

3 Preliminary Search

It is important for the DSWD to know if your IP has been made public, as this may affect the strength of any patent application and the commercial potential. A literature search or a patent search may be done. Look for any related articles, papers, or patents and provide details, listing references when possible. The information should cover the state of the art prior to your IP, and should include patent applications, key scientific literature and/or public oral communications. Include internal publications used (including articles, abstracts, posters).

3.1	What are the keywords used?			
3.2	How many patents were found?			
3.3	What are the links to the search results? (Copy the link from the share box)			
3.4	What is the closest technology to the potential IP? (Cite at least one)			
3.5	What are the advantages from the closest technology?			

4 Creators'/Enablers'/Contributors' contributions

4.1	Please give a brief description of each of the roles of those named in this invention disclosure:
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5 Signatures

Each person listed as a creator, enabler, and contributor should sign and date in the space below. By signing this document, you verify that the information given above is correct to the best of your knowledge and belief and you verify that you have read and understood the DSWD IP Policy.

Name	Signature	Date

6 Signed by a representative of the KMD:

Name:

Date:

Thank you for taking the time to complete this form. Please return it to KMD. Please also email a copy (without signatures) to swidb@dswd.gov.ph

If you have any queries, please call 10009-10010.