

REPUBLIC OF THE PHILIPPINES)
City of Batac, Ilocos Norte) ss.

DEED OF ASSIGNMENT AND ROYALTY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and executed by the following author/s, namely:

of legal age, single/married/widow/widower Filipino citizen, residing at _____, and the faculty/employee of the MARIANO MARCOS STATE UNIVERSITY hereinafter called as “**ASSIGNOR/S**”;

in favor of

The **MARIANO MARCOS STATE UNIVERSITY (MMSU)**, a public higher education institution with principal office address in Brgy. Quiling Sur, City of Batac, Ilocos Norte, represented by the University President, **DR. VIRGILIO JULIUS P. MANZANO, JR.**, herein referred as “**ASSIGNEE**”

WITNESSETH

WHEREAS, the **ASSIGNOR/S** is/are the author of a creative/academic/literary work entitled “_____” herein after called as the **INTELLECTUAL PROPERTY** and made in my/our capacity as faculty/employee of the **ASSIGNEE**;

WHEREAS, the said **INTELLECTUAL PROPERTY** is submitted for copyright registration at the Intellectual Property Office of the Philippines.

WHEREAS, **ASSIGNOR/S** wants to grant and assign to the **ASSIGNEE** the full ownership including the sole and exclusive right to publish and sell, in print and digital editions, a certain academic, creative or scholarly work or manuscript now entitled _____, (**hereinafter called the WORK**) and the **ASSIGNEE** wants to accept the right.

NOW, THEREFORE, for and in consideration of the foregoing premises the **ASSIGNOR/S** and the **ASSIGNEE** mutually, voluntarily, and willingly executes this AGREEMENT and hereby agree on the following terms, conditions, and stipulations herein set forth;

Article I
RIGHT TO PUBLISH AND SELL

The **ASSIGNOR/S** grants and assigns to the **ASSIGNEE** the sole and exclusive right to publish and sell, in print and digital editions, a certain academic, creative or scholarly work or manuscript now entitled _____, (**hereinafter called the WORK**) during the term of this agreement and renewal thereof.

Article II

OBLIGATIONS OF THE ASSIGNOR

The **ASSIGNOR/S** shall have the following roles and responsibilities;

1. Represents, guarantees and certifies to the **ASSIGNEE** that he/she or they (as the case may be) are the sole owner/s of the WORK; the publication thereof does not infringe on the copyright or any proprietary or intellectual property rights of any other person: and that the WORK contains no libelous or other unlawful matter and makes no proper invasion of the privacy of any other person.
2. That for a WORK that is written by more than one **ASSIGNOR**, each of the **ASSIGNORS** represents, guarantees, and certifies to the **ASSIGNEE** that the WORK is their collective work, and that the WORK is jointly owned by each **ASSIGNOR/S**.
3. Undertakes to hold free and harmless, and defend the **ASSIGNEE** from any claim, suit, case or proceeding asserted or instituted on the grounds that the WORK infringes such rights or contains such hurtful matter, and to indemnify the **ASSIGNEE** from all damages, cost or expenses, including legal and litigation expenses, incurred in connection with such claim, suit or proceeding.
4. Grants the **ASSIGNEE** the right and permission to have another person or entity publish or produce, by any means including mechanical, extracts from the WORK to boost its sale.

Article III

OBLIGATIONS OF THE ASSIGNEE

The **ASSIGNEE** shall have the following roles and responsibilities;

1. Shall have the full ownership and the sole right to reproduce the WORK. The **ASSIGNEE** shall notify the **ASSIGNOR** in writing before each reproduction of the work.
2. Agrees to publish said WORK at its own expense and in such style and manner as it deems suited or necessary for the sale thereof.
3. Shall determine the details of publication, production, distribution, advertising, and promotion, and in relation thereto, may add or incorporate value-added features to the WORK. The value-added features of the WORK shall be owned by the **ASSIGNEE**. Any added feature or improvement to the original manuscript of the WORK made or incorporated or added by or at the instance of the **ASSIGNEE** such as but not limited to content editing, copyediting, layout, cover designs, illustrations, etc. shall be considered and deemed as value added features of the WORK and shall be retained in ownership by the **ASSIGNEE**.
4. Shall not, without the written consent of the **ASSIGNEE**, publish any revised, corrected, or abridged version of the WORK or in any other way assist in any version or in any work that might directly or indirectly compete with the sale of the WORK or tend to lessen its sale or value.
5. In case of arrangements for 1) translations not initiated by the **ASSIGNOR/S**, 2) lengthy or full quotations from, 3) the reproduction of illustrations from said WORK, and the granting of any or all rights and permissions, including publication by others, of reprint or adapted editions of said

WORK, shall be undertaken by the **ASSIGNEE** on behalf of the **ASSIGNOR/S**. Any net gain derived from such transactions shall be divided between the **ASSIGNOR/S** and the **ASSIGNEE**, **with 60% going to the ASSIGNOR, and 40% going to the ASSIGNEE**, unless otherwise provided in a separate agreement.

Article IV **RIGHTS ASSIGNED TO THE ASSIGNEE**

The **ASSIGNORS**, and by these presents, hereby freely and voluntarily cede, transfer and assign in favor of the **ASSIGNEE** his/her/their entire rights, title, and interests in and to the **INTELLECTUAL PROPERTY**, inclusive of but not limited to their rights and interests attached to and/or resulting from any Intellectual Property Application now pending before or granted by the IPOPHL, such other national and international patents that may hereafter be filed, other IP and IPR related thereto, and any and all modifications, improvements and derivatives thereof in favor of the **ASSIGNEE**, and in and to the resulting patents and such other IPR arising, resulting and/or derived therefrom; the same patents and IPR to be held and enjoyed by the **ASSIGNEE** hereof, for its use and benefit and to the full end of the term for which said letters patent and/or such other IPR registrations thereof are granted and/or issued, subject only to the provisions of the IP Policy of as fully and entirely as the same would have been held by **ASSIGNORS** had this assignment not been made.

Article V **ROYALTIES and PAYMENT**

The **ASSIGNOR/S** shall be given, upon publication, three (3) presentation copies of the WORK and shall have the right to purchase further copies for personal use at the list price.

The **ASSIGNEE** agrees to pay the **ASSIGNOR/S** royalties of **40% of net receipts of the sale per year**. Net receipt of sales for each item of the WORK shall mean the base price of the WORK less all discounts given.

The **ASSIGNEE** shall submit to the **ASSIGNOR/S** royalty statements as of June 30, to be made in August and to be payable not later than December 31 of each year. Such statements shall be accompanied by the pertinent sales reports.

Article VI **ASSIGNMENT OF RIGHTS**

Assignment of the **ASSIGNOR/S** right to royalties under this Contract shall require the submission of a Deed of Assignment or Donation or Transfer from him/her in the form and substance acceptable to the **ASSIGNEE**. In the case of a juridical person, an appropriate secretary's or directors' or stockholders' certificate in the form acceptable to the **ASSIGNEE** authorizing the transfer shall also be required.

This agreement shall be binding upon the heirs, successors-in-interests, executors, administrators, and assigns of the **ASSIGNOR/S** in the manner and to the extent allowed by the law.

Article VII **AMENDMENT**

Any modification/amendment/addendum to this agreement shall be mutually agreed upon in writing and signed by all parties.

Article VIII
SEPARABILTY CLAUSE

Should any portion of this AGREEMENT be declared by competent court to be void or unenforceable, the rest of the portions shall remain valid, binding and effective and respected by the PARTIES provided the same can immediately stand even without the other.

Article IX
DISPUTE RESOLUTION

The parties hereby undertake to resolve any issue, controversy, or dispute under the following alternative mode of dispute resolution.

1. **NEGOTIATION.** The parties shall attempt to resolve any disagreement or dispute arising out of or relating to this AGREEMENT via dialogue, consultations and/or negotiations.

2. **ALTERNATIVE DISPUTE RESOLUTION.** If the matter is not resolved as aforesaid within 60 days of receipt of a written "invitation to negotiate", the PARTIES shall attempt to resolve the same through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, by first resorting Mediation.

3. **ARBITRATION.** If the matter has not been resolved by Mediation or ADR within 120 days of the initiation of that procedure, or if any PARTY will not participate in and ADR procedure, the dispute may be referred to arbitration by any PARTY. For this purpose, there shall be the chair, shall be appointed by the arbitrators selected individually by the PARTIES. The venue of the arbitration shall be in the City of Batac, Ilocos Norte. The arbitration shall be governed by the R.A 9285, The ADR Law of the Philippines, and in the absence thereof, the UNCRITICAL Model Law. The appointing authority referred to therein shall be the Chair of the Commission on Higher Education.

4. **COURTS OF LAW.** If none of the above process results in a mutually acceptable or enforceable resolution a PARTY may resort to the regular courts of law. However, nothing in this provision prohibits the parties from settling the matter between them at any time before final judgment or prevent any party from seeking intermediate relief from the proper court of justice; provided, venue for any court action shall likewise be the Courts of the City of Batac, Ilocos Norte.

Article X
EFFECTIVITY

This agreement shall take effect on the date signed by the parties and shall remain in force for the duration of the copyright rights and the derivative rights of the **ASSIGNOR** as mandated by the RA 8293 or the Intellectual Property Code of the Philippines unless sooner terminated by the parties.

IN WITNESS WHEREOF, I hereby set my hands this ____ day of _____ at _____.

Assignor

MARIANO MARCOS STATE UNIVERSITY
(Assignee)

Represented by:

VIRGILIO JULIUS P. MANZANO, JR.

University President

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)
) S.c.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____ this _____ personally
appeared the following:

<i>Name</i>	<i>Govt. ID No.</i>	<i>Date & Place Issued</i>

who represented himself to me to be the same person who executed the foregoing instrument denominated
as Deed of Assignment consisting of 3 pages and who acknowledged to me that the same is his free and
voluntary act and deed.

WITNESS MY HAND AND SEAL, this _____ day of _____ in the City of Batac,
Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021