



FILIPINO SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, INC.
#140 Scout Rallos Street, Barangay Sacred Heart, Quezon City
Metro Manila, Philippines

DEED OF ASSIGNMENT

(Publisher - Individual)

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF ASSIGNMENT executed this ____ day of _____ in _____ City, Philippines, by and between:

_____, a sole proprietorship duly organized under Philippine laws with registered address at _____, represented herein by its owner / proprietor, _____ and hereinafter referred to as “**ASSIGNOR**”;

-and-

FILIPINO SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, INC., a non-stock non-profit corporation duly organized and existing under the laws of the Republic of the Philippines with principal office address at No. 140 Scout Rallos Street, Barangay Sacred Heart, Quezon City, Philippines, represented herein by its President, Arturo D. Lui Pio, and hereinafter referred to as “**FILSCAP**”.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 “**Copyrighted Work**” shall mean and include -
 - 1.1.1 any musical work, whether now existing or hereafter composed, and such words as are associated with any musical work,
 - 1.1.2 any translation, adaptation, abridgment, arrangement and other alterations of the musical work, provided such alterations shall not affect the force of any subsisting copyright upon the original works employed or any part thereof, or be construed to imply any right to such use of the original works, or to extend or secure copyright in such original works, and
 - 1.1.3 any song, lyric or other literary or dramatic work which has been written for the purpose of accompanying or being associated with any musical work.

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- 1.2 **“Public Performance”** shall be as defined under Republic Act No. 8293 (otherwise known as the Intellectual Property Code of the Philippines), as may be amended from time to time.
- 1.3 **“Communication to the Public”** shall be as defined under Republic Act No. 8293 (otherwise known as the Intellectual Property Code of the Philippines), as may be amended from time to time.
- 1.4 **“Public Performing Rights”** shall mean the exclusive right to carry-out, authorize and prevent the public performance and communication to the public of copyrighted works.

2. **ASSIGNMENT OF PUBLIC PERFORMING RIGHTS**

- 2.1 The **ASSIGNOR** hereby assigns to **FILSCAP** all the **PUBLIC PERFORMING RIGHTS** in **ALL** copyrighted works which are now owned or shall hereafter be owned by the **ASSIGNOR** during the continuance of the **ASSIGNOR’S** membership in **FILSCAP**, together with all interests and shares of the **ASSIGNOR** in the public performing rights in all copyrighted works which may be jointly owned by the **ASSIGNOR** with any other person or persons, and all **PUBLIC PERFORMING RIGHTS** in all copyrighted works which are now vested in or shall hereafter become vested in the **ASSIGNOR** during the continuance of the **ASSIGNOR’S** membership in **FILSCAP**.
- 2.2 **FILSCAP** shall own, hold, control, administer and enforce said public performing rights for as long as **ASSIGNOR** remains a member of **FILSCAP**. These rights of **FILSCAP** shall subsist and will only expire six (6) months from and after the date the **ASSIGNOR** ceases to be a member of **FILSCAP** or until this Deed of Assignment is otherwise lawfully terminated.
- 2.3 For the avoidance of doubt, the assignment of rights under Clause 2.1 above shall entitle **FILSCAP** to all the rights and remedies which **ASSIGNOR** had with respect to the assigned public performing rights including, but not limited to, the right to do following:
 - 2.3.1 License the public performance and communication to the public of the copyrighted works covered by this Assignment and collect license fees therefor;
 - 2.3.2 Claim penalties and/or damages for the unlicensed or unauthorized public performance or communication to the public of the copyrighted works covered by this Assignment;
 - 2.3.3 Take legal action (including the filing of an infringement case under **FILSCAP’s** name) to enforce the assigned public performing rights against any person or entity who violates or infringes the said rights; and
 - 2.3.4 In case an infringement case has been filed, to submit the case to alternative modes of dispute resolution, to enter into stipulations or

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admission of facts and documents, and to enter into an amicable settlement.

- 2.4 **ASSIGNOR** shall, upon the signing of this Assignment, submit to **FILSCAP** a signed Declaration of Works containing the list of copyrighted works covered by this Assignment which shall be attached hereto as **Annex "A"** hereof. The **ASSIGNOR** shall update the Declaration of Works from time to time and any updated Declaration of Works submitted shall be deemed as annexes to, and accordingly part of, this Assignment.

3. WARRANTIES OF THE ASSIGNOR

ASSIGNOR warrants:

- 3.1 That the copyrights over the copyrighted works covered by this Assignment (as specified in the Declarations of Works to be submitted by the **ASSIGNOR** to **FILSCAP** pursuant to Clause 2.4 above) are still valid and subsisting;
- 3.2 That he/she is the owner of the public performing rights assigned herein;
- 3.3 That he/she has full power, authority and right to assign the public performing rights referred to in Clause 2.1 above to **FILSCAP**;
- 3.4 That the rights assigned herein are free from any lien or encumbrance;
- 3.5 That the rights assigned herein have not been previously assigned to any other person or entity;
- 3.6 That the licensing of the assigned rights, and the exercise thereof by **FILSCAP**'s licensee/s do not, or will not, infringe the copyright in any copyrighted work; and
- 3.7 That he/she will not enter into any agreement or do any act that could impede, prevent, delay or otherwise adversely affect **FILSCAP**'s right or authority to issue licenses and collect royalties for the public performing rights assigned herein.

4. RESPONSIBILITIES OF THE ASSIGNOR

- 4.1 **ASSIGNOR** undertakes to execute such documents and perform such acts as may be needed or required by **FILSCAP** from time to time for the exercise, enforcement and protection of the rights assigned and conferred herein.
- 4.2 **ASSIGNOR** undertakes to notify **FILSCAP** immediately of the following:
- 4.2.1 any change in **ASSIGNOR**'s address and other contact details;
- 4.2.2 email address where the official notices of **FILSCAP** for the **ASSIGNOR** may be sent; and

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4.2.3 the title and any other material particular (e.g., composer/s and co-publisher/s, if any) of any copyrighted work hereafter owned or acquired by the **ASSIGNOR** the public performing rights over which have been assigned herein.

4.3 **ASSIGNOR** undertakes to keep **FILSCAP** harmless and indemnified against any liability, judgment, loss, penalty or expense (including legal fees) which **FILSCAP** may suffer or incur by reason of:

4.3.1 any claim or demand made upon or against **FILSCAP** in respect of, or due to, **FILSCAP**'s exercise of the rights assigned herein;

4.3.2 any claim or demand made upon or against **FILSCAP** in respect of, or due to, **FILSCAP**'s exercise of its rights as assignee of the rights conferred herein (such as the right to collect royalties or issue licenses for the assigned rights); and

4.3.3 **ASSIGNOR**'s breach of any of its warranties and undertakings under this Deed of Assignment.

5. DISTRIBUTION OF ROYALTIES

5.1 **FILSCAP** shall, from time to time, pay the **ASSIGNOR** such sums of money out of the royalties **FILSCAP** has collected from the exercise or licensing of the rights assigned herein in accordance with the distribution guidelines set by **FILSCAP**'s Board of Trustees.

5.2 **ASSIGNOR** hereby agrees that in the event of any dispute arising between the **ASSIGNOR** and **FILSCAP** or between the **ASSIGNOR** and any other member of **FILSCAP** as to whether a particular adaptation, arrangement, translation, abridgment or other alteration of a copyrighted work is sufficiently original to be considered as a separate copyrighted work, or as to whether a work claimed by **ASSIGNOR** to be an original copyrighted work is in fact original, the opinion of the Board of Trustees, or such person(s) as may be appointed by the Board of Trustees (whether a member of **FILSCAP** or not) for the purpose of resolving the said questions, shall be final and conclusive and may accordingly be relied upon by **FILSCAP** in the collection or distribution of royalties or license fees.

5.3 **FILSCAP** reserves the right to suspend the distribution of royalties to the **ASSIGNOR** in the event **ASSIGNOR**'s membership with **FILSCAP** is suspended until such time said suspension is lifted. For the avoidance of doubt, only those royalties collected during the period of suspension shall be withheld by **FILSCAP**.

5.4 **FILSCAP** also reserves the right to suspend the licensing of the assigned public performing rights and/or the distribution of royalties to the **ASSIGNOR** in the event there is a dispute over the ownership of any of the assigned rights until such time that said dispute is settled amicably by the contending parties or decided with finality by competent legal authority.

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6. SURVIVAL OF RIGHTS

This Deed of Assignment shall amend any Deed of Assignment/s (for the assignment of public performing rights) that may have been executed by the **ASSIGNOR** in favor of **FILSCAP** but it shall in no case derogate, interrupt or terminate any right, claim or cause of action that have been acquired by **FILSCAP** under the said Deed of Assignment/s.

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

[ASSIGNOR]

FILIPINO SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS, INC.

By:

(Signature over Printed Name)

ARTURO D. LUI PIO
President

SIGNED IN THE PRESENCE OF:

(Signature over Printed Name)

(Signature over Printed Name)

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a notary public for and in _____, Philippines, personally appeared _____ who was identified by me through competent evidence of identity (in the form of his/her valid _____) to be the same person who executed the foregoing Deed of Assignment consisting of seven (7) pages and acknowledged to me that the same is his/her free and voluntary act and deed as well that of the corporation he/she represents.

WITNESS MY HAND AND SEAL this _____ day of _____, 20__, in _____ City, Philippines.

NOTARY PUBLIC

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

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, a notary public for and in Quezon City, Philippines, personally appeared **ARTURO D. LUI PIO** who was identified by me through competent evidence of identity (in the form of his Philippine Passport No. P2745931B valid until 08 August 2029), to be the same person who executed the foregoing Deed of Assignment consisting of seven (7) pages and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the corporation he represents.

WITNESS MY HAND AND SEAL this ____ day of _____, 20__, in _____ City, Philippines.

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Series of _____.