



[use only for Translators]

ASSIGNMENT OF LITERARY PROPERTY AND ROYALTY AGREEMENT

This agreement made this **(DATE)** day of **(MONTH), 2024** at Quezon City, Philippines, by and between **(NAME)** of legal age, **(CIVIL STATUS)**, with residence and postal address **(COMPLETE ADDRESS)** (hereinafter called the TRANSLATOR) the UNIVERSITY OF THE PHILIPPINES represented in this instance by its Vice President for Academic Affairs DR. LEO DP. CUBILLAN, with principal office address at the University of the Philippines, Quezon City (hereinafter called the PUBLISHER);

WITNESSETH:

In consideration of the stipulations here set forth, the parties hereby agree as follows:

1. The TRANSLATOR shall have the following obligations, rights and responsibilities:

- a. He/she grants and assigns to the PUBLISHER the sole and exclusive right to publish and sell, in print and digital editions, a certain literary or scholarly work or manuscript now entitled **(TITLE OF THE BOOK)** (hereinafter called the WORK) during the term of this agreement and renewal thereof;
- b. He/she grants the PUBLISHER 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;
- c. Should the TRANSLATOR want to revise, adapt, translate, or do a spin-off, such as but not limited to digital or audio formats, of the WORK, the PUBLISHER shall have the right of first refusal to all the same. The TRANSLATOR shall first discuss and offer the publication or production of the proposed adaptation, translation or spin-off (e.g., digital copy, audio book format) of the WORK to the PUBLISHER. The PUBLISHER shall propose the terms and conditions thereof. If the TRANSLATOR disagrees with the proposal of the PUBLISHER, the TRANSLATOR may offer the publication of said revision, adaptation, translation or spin-off of the WORK to another publisher but not at terms or conditions more favorable or equal to the terms and conditions proposed by the PUBLISHER.
- d. He/she shall not, without the written consent of the PUBLISHER, 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.
- e. He/she shall be given, upon publication **ten (10)** presentation copies of the WORK and shall have the right to purchase further copies for personal use at a discount of **20%** of the list price.

2. Representations and warranties of the TRANSLATOR:

- a. He/she represents, guarantees and certifies to the PUBLISHER that he 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.
- b. For a WORK that is written and/or translated by more than one TRANSLATOR, each of the TRANSLATORS represents, guarantees and certifies to the PUBLISHER that the Work is their collective work, and that the Work is jointly owned by each TRANSLATOR. If only one of the TRANSLATORS shall grant and assign the rights to the WORK under this agreement, the same shall be with prior written consent of the other TRANSLATOR/S, which shall be attached to this agreement.
- c. He/she represents, guarantees and certifies to the PUBLISHER that he or they (as the case may be) have not assigned, transferred, licensed, pledged or otherwise encumbered the WORK, or any part of it, and has not pledged to do so;
- d. He/she must secure a written permission from the author and/or publisher of the source text allowing TRANSLATOR to translate the source text. The TRANSLATOR must provide the PUBLISHER copies of the written permissions.
- e. He/she agrees to immediately notify the PUBLISHER in writing if any facts or circumstances arise that would many of the above representations inaccurate;
- f. He/she undertakes to hold free and harmless, and defend the PUBLISHER 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 PUBLISHER from all damages, cost or expenses, including legal and litigation expenses, incurred in connection with such claim, suit or proceeding.

3. The PUBLISHER shall have the following obligations, rights and responsibilities:

- a. The PUBLISHER shall have the sole right to reprint the WORK. The PUBLISHER shall notify the TRANSLATOR in writing before each reprinting of the work.
- b. The PUBLISHER 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.
- c. The PUBLISHER shall solely 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 PUBLISHER. Any added feature or improvement to the original manuscript of the WORK made or incorporated or added by or at the instance of the PUBLISHER 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 PUBLISHER.

4. The following shall be the arrangement for the sharing of royalties between the TRANSLATOR and PUBLISHER:

- a. The PUBLISHER agrees to pay the TRANSLATOR royalties of **15% of net receipts of the sale**. Net receipt of sales for each item of the WORK shall mean the base price of the WORK less all discounts given;
- b. The sharing of royalties between TRANSLATOR and author of the source text is subject to a written agreement between the TRANSLATOR and author of the source text. The TRANSLATOR must append this agreement to the Assignment of Literary Property and Royalty Agreement.
- c. The PUBLISHER shall submit to the TRANSLATOR royalty statements as of **June 30**, to be made in **August** and to be payable not later than **October 31** of each year. Such statements shall be accompanied by the pertinent sales reports.
- d. The PUBLISHER grants to the TRANSLATOR the right, upon their reasonable written request, to examine or cause to be examined at the PUBLISHER'S office and during the latter's office or business hours, the books of accounts of the PUBLISHER relating to the WORK. The PUBLISHER shall have the right to require that this right of the TRANSLATOR be conducted at a pre-arranged schedule between the Parties.

- e. Assignment of the TRANSLATOR's right to royalties under this Contract shall require the submission of a Deed of Assignment or Donation or Transfer from him in the form and substance acceptable to the PUBLISHER. In the case of a juridical person, an appropriate secretary's or directors' or stockholders' certificate in the form acceptable to the PUBLISHER authorizing the transfer shall also be required.
 - f. Arrangements for (1) lengthy or full quotations from, (2) 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 PUBLISHER on behalf of the TRANSLATOR. Any net gain derived from such transactions shall be divided between the TRANSLATOR and the PUBLISHER, with 60% going to the TRANSLATOR, and 40% going to the PUBLISHER, unless otherwise provided in a separate agreement.
5. Both parties hereby agree that any disagreement or differences arising from the interpretation or performance or execution of the contract, shall first be discussed by the parties with the end in view of settling and/or adjusting said disagreement or differences, before resorting to any of the remedies available under this contract or under the law.
 6. The failure of either party to insist on strict performance of any obligation under this agreement, regardless of the length of time for which such failure takes place, shall not be deemed a waiver of the other party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this agreement shall constitute a consent or waiver to of any other breach or default in the performance of the same or any other obligation.
 7. This agreement shall take effect on the date of signing and shall be in force for ____ () years, renewable for another ____ () years.
 8. This agreement shall be binding upon the heirs, successors-in-interests, executors, administrators, and assigns of the TRANSLATOR in the manner and to the extent allowed by the law.

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

Translator

UNIVERSITY OF THE
PHILIPPINES
Publisher
Represented by:

(TRANSLATOR'S
NAME)

DR. LEO DP. CUBILLAN
Vice President for Academic
Affairs

WITNESSES:

**NESTOR D. R. DE
GUZMAN**

DR. GALILEO S. ZAFRA

Republic of the Philippines) s.s.
Quezon City

BEFORE ME, this ____ day of _____, 20____, in Quezon City, Philippines, personally appeared the following with their corresponding Residence Certificates No. A:

<u>NAME</u>	<u>PASSPORT/ID No.</u>	<u>PLACE ISSUED</u>	<u>VALIDITY</u>
DR. LEO DP. CUBILLAN	_____	_____	_____
(TRANSLATOR'S NAME)	_____	_____	_____

All known to me to be the same persons who executed the foregoing instrument, and acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year and place above-written.

Doc. No. _____;
Book No. _____;
Page No. _____;
Series of 20 _____.

NOTARY PUBLIC
Until December 31, 20 ____