ASSIGNMENT OF LITERARY PROPERTY AND ROYALTY AGREEMENT

This agreement made this **(Date)** day of **(Month), (Year)** at Quezon City, Philippines, by and between **(NAME OF THE AUTHOR)** of legal age, **(CIVIL STATUS),** with residence and postal address **(ADDRESS)** (hereinafter called the AUTHOR) the UNIVERSITY OF THE PHILIPPINES represented in this instance by its Vice President for Academic Affairs DR. LORRAINE P. SYMACO, with principal office address at the University of the Philippines, Quezon City (hereinafter called the PUBLISHER);

W I T N E S S E T H:

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

1. The AUTHOR 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)** (hereinafter called the WORK) during the term of this agreement and renewal thereof.
2. The AUTHOR 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.
3. For a WORK that is written by more than one AUTHOR, each of the AUTHORS represents, guarantees and certifies to the PUBLISHER that the Work is their collective work, and that the Work is jointly owned by each AUTHOR.
4. The AUTHOR 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.
5. The AUTHOR 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.
6. The PUBLISHER shall have the sole right to reprint the WORK. The PUBLISHER shall notify the AUTHOR in writing before each reprinting of the work.
7. 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.
8. 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.
9. The AUTHOR 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.
10. Should the AUTHOR want to revise, adapt, translate initiated by the AUTHOR, 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 AUTHOR 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 AUTHOR disagrees with the proposal of the PUBLISHER, the AUTHOR 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.
11. The AUTHOR 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.
12. The PUBLISHER agrees to pay the AUTHOR/EDITOR 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.
13. The PUBLISHER shall submit to the AUTHOR 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.
14. The PUBLISHER grants to the AUTHOR the right, upon their reasonable written request, to examine or cause to be examine 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 AUTHOR be conducted at a pre-arranged schedule between the Parties.
15. Assignment of the AUTHOR'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.
16. Arrangements for 1) translations of not initiated by the AUTHOR, 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 PUBLISHER on behalf of the AUTHOR. Any net gain derived from such transactions shall be divided between the AUTHOR and the PUBLISHER, with 60% going to the AUTHOR, and 40% going to the PUBLISHER, unless otherwise provided in a separate agreement.
17. 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.
18. This agreement shall be binding upon the heirs, successors-in-interests, executors, administrators, and assigns of the AUTHOR 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.

Author/Editor

UNIVERSITY OF THE PHILIPPINES
Publisher
Represented by:

(NAME OF THE AUTHOR)

DR. LORRAINE P. SYMACO
Vice President for Academic Affairs

WITNESSES:

NESTOR D. R. DE GUZMAN

PROF. LOREN E. AGALOOS

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:

NAME	PASSPORT/ID No.	PLACE ISSUED	VALIDITY
DR. LORRAINE P. SYMACO			
(NAME OF THE AUTHOR)			

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 ____