Student Name

**DEED OF ASSIGNMENT OF COPYRIGHT**

This Deed of Assignment of Copyright (referred as the "Assignment”) is made and entered into on **\_\_\_\_\_\_\_\_\_\_** by and between:

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME** | **DESIGNATION** | **AGE** | **REPRESENTATIVE FOR MINOR/S** |
|  | STUDENT |  |  |
|  | STUDENT |  |  |
|  | STUDENT |  |  |
|  | STUDENT |  |  |
|  | STUDENT |  |  |

LILIA T. HABACON

Student Name

Student Name

of legal age, Single, Filipino, hereinafter referred to as **"Assignors;”**

-AND-

**PHILIPPINE SCIENCE HIGH SCHOOL SYSTEM- OFFICE OF THE EXECUTIVE DIRECTOR** a government educational institution attached to the Department of Science and Technology (DOST) organized and created by virtue of the laws of the Philippines, with principal office at Agham Road, Diliman, Quezon City,1004, herein represented by its Executive Director, **MS. LILIA T. HABACON**, hereinafter referred to as the "**Assignee;**"

Student Name

On this \_\_th day of June, 2022 (referred as the "Effective Date").

JULIAN EARL R. SALES

JULIAN EARL R. SALES

KEVIN WILLIAL M. SANTOS

GEF EIGEN S.B. LIM

ETHAN ANILOV T. NORCIO

Student Name

LILIA T. HABACON

**Recitals**

**WHEREAS**, the Assignors are the one who created a/an “<thing being registered>” named **"TITLE OF WORK”** which was intended to fulfill the requirements for <Subject>, a subject of Philippine Science High School – Main Campus;

Student Name

**WHEREAS,** the <thing being registered> is created to <rationale of creation>;

**WHEREAS**, the Assignors wishes to be able to share their work their work to Philippine Science High School System.

In consideration of the mutual covenants described herein, as well as the valuable consideration, both Assignors and the Assignee agree as follows:

1. **Definitions**

Student Name

The following are the definitions of the terms being used in this Assignment:

1. *Author* The natural person who has created the work
2. *Intellectual Property Rights*. This shall consist of copyright and related rights, trademarks and service marks, geographic indications, industrial designs, patents, layout designs of Integrated circuits and protection of undisclosed information.
3. *Communication to the public*. The making of a work available to the public by wire or wireless means in such a way that members of the public may access these works from a place and time individually chosen by them.

Student Name

1. *Published works*. Works which, with the consent of the authors, are made available to the public by wire or wireless means in such a way that members of the public may access these works from a place and time individually chosen by them.
2. *Copyright or Economic rights*. This consists of the exclusive right to carry out, authorize or prevent the following act:

Student Name

* 1. Reproduction of the work or substantial portion of the work
  2. Dramatization, translation, adaptation, abridgment, arrangement or other transformation of the work

JULIAN EARL R. SALES

KEVIN WILLIAL M. SANTOS

GEF EIGEN S.B. LIM

LILIA T. HABACON

* 1. The first public distribution of the original and each copy of the work by sale or other forms of transfer of ownership
  2. Rental of the original or a copy of an audiovisual or cinematographic work
  3. Public display of the original or a copy of the work
  4. Public performance of the work; and

Student Name

* 1. Other communication to the public of the work

1. *Moral Rights.* This refers to the right to:
2. Require that the authorship of the works be attributed to her, in particular, the right that her name, as far as practicable, be indicated in a prominent way on the copies, and in connection with the public use of her work
3. To make any alterations of her work prior to, or to withhold it from publication;
4. To object to any distortion, mutilation or other modification of, or other derogatory action in relation to, her work which would be prejudicial to her honor or reputation; and

Student Name

1. To restrain the use of her name with respect to any work not of her own creation or in a distorted version of her work
2. **Assignment of Copyright**

Assignors hereby assigns and transfers to Assignee the assignment, and Assignee hereby accepts the assignment. While Assignor shall transfer all its **economic rights** to the **"<TITLE OF WORK>”**, their moral rights over the subject shall remain with them such as but not limited to being named as "authors" of said creation.

Student Name

Assignee reserves full right to take legal action against any breach from any third party on any intellectual property rights transferred by the Assignor. This is in conformity with the clauses described under this Assignment.

LILIA T. HABACON

GEF EIGEN S.B. LIM

KEVIN WILLIAL M. SANTOS

JULIAN EARL R. SALES

1. **Assignee’s Assistance and Support**

Student Name

Assignee shall comply with the continuous execution of any documents and provisions upon the request of the Assignors. This will serve as proof of record in terms of the enforcement of this Assignment. Moreover, Assignee shall be the one to process application for any registrations and or deposit of the subject intellectual property or copies thereof to the proper authority.

Student Name

Assignee shall acquire its documentation of any legal undertakings that may arise from this Agreement which may affect the rights of the Assignor. This is with regard to the intellectual property rights appointed to the former on **<TITLE OF WORK>.**

Student Name

1. **Acknowledgement of Rights**

In order to further execute the provisions of this Assignment, the Assignor hereby agrees and understands the following fact:

1. The assignment and transfer to the Assignee of the economic rights, title, and interests on **<TITLE OF WORK>**.

Student Name

2. The Assignee's receipt of any and all economic rights and benefits arising from the Assignee’s aforementioned succession;

3. The indemnification of the Assignee as per any and all actions, suits, or legal proceedings relating of or to such transfer and assignment hereof;

JULIAN EARL R. SALES

KEVIN WILLIAL M. SANTOS

GEF EIGEN S.B. LIM

LILIA T. HABACON

**5. Representations and Warranties**

1. **ASSIGNOR**

Student Name

In accordance to the provisions set forth in this Assignment, the Assignor hereby warrants and represents to the following:

(a) The Assignor takes the full capability and shall hold complete control in entering into this Assignment.

Student Name

(b) The Assignor have not assigned, transferred, or conveyed the intellectual property rights on <TITLE OF WORK> to any other entity prior to the creation and the execution of this Assignment.

(c) Contents of the Assignee's creation are original and authentic works of the Assignor having the intellectual property rights to the said creation. This shall be within the knowledge of the Assignor.

1. **ASSIGNEE**

Student Name

In accordance to the provisions set forth in this Assignment, the Assignee shall represent and warrant to the Assignor that it has full capability to accept and take part in this Assignment.

1. **Confidentiality**

Both the Assignor and the Assignee shall be compelled to keep confidential and not disclose or share all matters that have been acquired by each party in connection with this assignment except those which need to be shared to the proper authority to facilitate registration or processing of legal documents.

1. **Indemnification**

Student Name

Assignor shall defend and hold harmless the Assignee as well as its associates and representatives from and against any losses, liabilities, suits or claims that may arise out of or otherwise relating to the subject matter of this Assignment. Furthermore, the Assignor's performance or failure to execute all required tasks by this Assignment, Assignor's acts or any warranties contained herein.

KEVIN WILLIAL M. SANTOS

JULIAN EARL R. SALES

1. **Nature of Relationship**

As for nature of relationship for both parties under this Assignment, nothing in this Assignment implies or states that the Assignor and the Assignee are involved or engaged in a joint agreement or employer-employee relationship or any commercial relationship therein other than that of an assignor-assignee

Student Name

1. **Governing Law and Arbitration Clause**

This Assignment shall be under the authority and the guidance thereof from the laws of the Republic of the Philippines, specifically the Intellectual Property Code. Both the Assignor and the Assignee agree that any dispute arising from this contract shall be subject to Local Arbitration in the Courts of Quezon City, Philippines, with both parties to choose the proper authority to arbitrate in relation to this Assignment.

Student Name

1. **Entire Assignment**

This Assignment shall hold any and all the terms and conditions agreed upon by the Assignor and the Assignee pursuant to the subject matters related to <TITLE OF WORK>. This Assignment shall cover the research paper that are enumerated under ANNEX A.

Student Name

The Assignor and the Assignee have not relied on any representation, warranty, or provision related to the subject matter of this Assignment that are not expressly provided and set out in this Assignment.

1. **Severability**

In the event that any term, condition, or provision under this Assignment is deemed null or void and such nullity makes such term, condition, or provision unenforceable, all the other terms, conditions, and/or provisions in this Assignment shall continue to take effect and shall not be in any way affected by the aforementioned invalidity of the term, condition, or provision.

Student Name

1. **Waiver**

JULIAN EARL R. SALES

KEVIN WILLIAL M. SANTOS

GEF EIGEN S.B. LIM

LILIA T. HABACON

No failure to perform or delay to perform or no performance of any right or remedy shall establish a waiver of either the Assignor or the Assignee of that or any right or remedy available to it.

Student Name

1. **Amendments**

Amendments to any term, condition, or provision in this Assignment shall become valid and enforceable only when such amendment is procured in writing with the signature of consent by both the Assignor and the Assignee.

1. **Notices**

Any and all notices or any other forms of communication requested by either the Assignor or the Assignee for the other party shall be transmitted and delivered through electronic mail or formal letter sent through registered mail or courier. Such notice or form of communication shall be delivered to the email address or physical address of the Assignor and the Assignee as specified at the starting sections of this Assignment.

Student Name

**IN WITNESS WHEREOF**, the Assignor and the Assignee have duly executed this Assignment following their commitment on the execution hereof through the respective seals evident on this \_\_\_\_\_\_ of June, 2022 at the PSHSS Office of the Executive Director, Agham Road, Diliman Quezon City

Student Name

**SIGNED:**

Student Name

Student Name

|  |  |
| --- | --- |
| ***Assignor*** | ***Assignee*** |
|  | **Philippine Science High School System** |

|  |  |
| --- | --- |
| **<NAME OF STUDENT>**  Assignor | **LILIA T. HABACON**  Executive Director |
| **<NAME OF STUDENT>**  Assignor |  |
| **<NAME OF STUDENT>**  Assignor |  |
| **<NAME OF STUDENT>**  Assignor |  |
| **<NAME OF STUDENT>**  Assignor |  |
|  |  |
|  |  |

SIGNED IN THE PRESENCE OF

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

) S.S.

Before me, a Notary Public for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared:

|  |  |  |
| --- | --- | --- |
| **NAME** | **GOVERNMENT ISSUED ID NO.** | **ID TYPE** |
| **LILIA T. HABACON** |  |  |
| **JULIANNE EARL R. SALES** |  |  |
| **KEVIN WILLIAM M. CASTRO** |  |  |
| **GEF EIGEN S.B. LIM** |  |  |
| **ETHAN ANILOV T. NORCIO** |  |  |
| **MYKA ANGELYN S. YLARDE** |  |  |

Both known to me to be the same persons who executed the foregoing instruments and who acknowledged to me that the same is their free and voluntary act and deed and of the offices they represent.

I further certify that this **DEED OF ASSIGNMENT OF COPYRIGHT** consists of 10 pages including the page which is the acknowledgment is written, and the parties hereto and their witness have affixed their signatures on the space provided and on the margin of each and every page hereof.

WITNESS MY HAND SEAL on the date and place first above-written.

Doc. No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

Page No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

Book No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  
Series of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;