



**FILIPINO SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, INC.**

# 140 Scout Rallos Street, Brgy. Sacred Heart, Quezon City

Telephone No.: 415-6277 loc. 119 | 416-5710

membership@filscap.com.ph

**DEED OF ASSIGNMENT**

(Successor)

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF ASSIGNMENT executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in \_\_\_\_\_ City, Philippines, by and between:

**HEIRS OF** \_\_\_\_\_  
\_\_\_\_\_(hereinafter collectively referred to as the “**ASSIGNORS**”), whose names and personal circumstances are stated in **Annex “A”** hereof, and who are represented herein by their duly authorized representative, \_\_\_\_\_  
\_\_\_\_\_(the “**Agent**”), as evidenced by the Special Power of Attorney attached hereto as **Annex “B”**;

-and-

**FILIPINO SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, INC.**, a non-stock, non-profit corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at 140 Scout Rallos Street, Barangay Sacred Heart, Quezon City Metro Manila, Philippines, duly represented herein by its, President, Rico Rene G. Blanco, 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 a 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;
- 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.

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- 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 RIGHTS

- 2.1 **ASSIGNORS**, being the only surviving heirs of \_\_\_\_\_ (the “decedent”), hereby assign to **FILSCAP** the Public Performing Rights they inherited over all the copyrighted works composed or written by the decedent.
- 2.2 **FILSCAP** shall own, hold, control, administer and enforce the said Public Performing Rights on an exclusive basis for as long as **ASSIGNORS’ Agent** continues to be a member of **FILSCAP** as the representative of the **ASSIGNORS**. These rights of **FILSCAP** shall subsist and will only expire six (6) months from and after the date the **ASSIGNORS’ Agent** 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 **ASSIGNORS** 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 Deed of 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 Deed of 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 admission of facts and documents, and to enter into an amicable settlement.
- 2.4 **ASSIGNORS** shall, upon the signing of this Deed of Assignment, submit to **FILSCAP** a signed Declaration of Works containing the list of copyrighted works covered by this Deed of Assignment which shall be attached hereto as **Annex “C”** hereof. The **ASSIGNORS** 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 Deed of Assignment.

## 3. WARRANTIES OF THE ASSIGNORS

**ASSIGNORS** and their **Agent** warrant:

- 3.1 That **ASSIGNORS** are the only heirs of the decedent who inherited the public performing rights over the works composed or written by the decedent and that said works are still subject to copyright protection;

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- 3.2 That the copyrights over the copyrighted works covered by this Deed of Assignment (as specified in the Declaration of Works to be submitted by the **ASSIGNORS** to **FILSCAP** pursuant to Clause 2.4 above) are still valid and subsisting;
- 3.3 That **ASSIGNORS** are the owners of the public performing rights assigned herein;
- 3.4 That **ASSIGNORS** and their **Agent** have full power, authority and right to assign the public performing rights referred to in Clause 2.1 above to **FILSCAP**;
- 3.5 That the rights assigned herein are free from any lien or encumbrance;
- 3.6 That the rights assigned herein have not been previously assigned to any other person or entity;
- 3.7 That the licensing of the assigned rights, and exercise thereof by **FILSCAP**'s licensee/s do not, or will not, infringe the copyright in any copyrighted work; and
- 3.8 That **ASSIGNORS** or their **Agent** 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 ASSIGNORS

- 4.1 **ASSIGNORS** and their **Agent** undertake to execute such documents and perform such act 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 **ASSIGNORS** and their **Agent** undertake to notify **FILSCAP** immediately of the following:
  - 4.2.1 any change in **ASSIGNORS** or **Agent**'s address and other contact details; and
  - 4.2.2 email address where the official notices of **FILSCAP** for the **ASSIGNORS** or their **Agent** may be sent.
- 4.3 **ASSIGNORS** 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 **ASSIGNORS**' 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 **ASSIGNORS** through their **Agent** such sums of money out of the royalties **FILSCAP** has collected from the exercise or licensing of the rights herein assigned in accordance with the distribution guidelines set by **FILSCAP**'s Board of Trustees.

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- 5.2 **ASSIGNORS** hereby agree that in the event of any dispute arising between **ASSIGNORS** and **FILSCAP** or between **ASSIGNORS** 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 a separate copyrighted work, or as to whether a work claimed by **ASSIGNORS** 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 question, 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 **ASSIGNORS** in the event that **ASSIGNORS** or their **Agent'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 **ASSIGNORS** 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.

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 **ASSIGNORS** 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 hand at the date and place above written.

HEIRS OF

\_\_\_\_\_

By:

\_\_\_\_\_

**FILIPINO SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS, INC.**

By:

\_\_\_\_\_

**RICO RENE G. BLANCO**  
President

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
(Signature over printed name)

\_\_\_\_\_  
(Signature over printed name)



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**ACKNOWLEDGEMENT**

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

BEFORE ME, a notary public for and in **Quezon City**, Philippines, personally appeared **RICO RENE G. BLANCO** who was identified by me through competent evidence of identity (in the form of his valid **Philippine Passport No. P1737945A issued on January 25, 2017**), to be the same person who executed the foregoing Deed of Assignment 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.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.