# **WRITER’S/ARTWORK ASSIGNMENT AGREEMENT**

 This Agreement is made and entered this **16th day** of **March, 2022** by and between **JERAMIE S. ESPAÑOLA, Teacher I** of **Pilar National High School at Pilar, Surigao del Norte, Siargao Division** hereinafter referred to as **“Assignor”**;

 The **Department of Education**, a government entity mandated by law, B.P. 232, otherwise known as the “Education Act of 1982”, as amended by Republic Act No. 9155, otherwise known as “Governance of Basic Education Act of 2001”, with office address at Teacher Development Center J.P. Rosales Avenue, Butuan City, represented herein by its Regional Director, **EVELYN R. FETALVERO**, hereinafter referred to as “DepEd”.

WHEREAS, Assignor is the copyright holder and owner of all proprietary interest in **Self-Learning Kit 10 of SPJ 5** hereinafter referred to as “Work”.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and good consideration set forth herein, the Parties agree as follows:

1. **Assignment of the Work**. Assignor hereby irrevocably assigns to DepEd all right, title, and interest to the Work, including all copyright ownership and interest in the creation of the Work. DepEd shall be the exclusive owner of the Work and of the copyright in the Work from the date of this Agreement forward, and shall have the exclusive owner right to secure registration of the copyright of the Work with the Intellectual Property Office. No rights in the work, or in the copyright in the Work, shall be retained by Assignor, nor shall there be any reversion of those rights to Assignor in the future.
2. **Consideration.** In consideration of the assignment made by Assignor, as well as Assignor’s premises, representations, covenants, and warranties under this Agreement, DepEd shall issue a **Certificate of Recognition** to Assignor and indicate the latter’s name as the illustrator/author of the Work.
3. **Assignor’s Representations and Warranties.** Assignor represents and warrants as follows:
4. Assignor has the legal authority to grant the assignment of the Work, including all copyright and propriety interest therein, as set forth in Section 1.
5. There are currently no licenses outstanding granting any other person or entity the right to enjoy or lay claim to any copyright privileges in the Work, nor will Assignor attempt to grant ay such licenses at any time in the future. The Work, and all copyright interest in the Work, is free and clear of any liens, security interests, or other encumbrances.
6. The Work does not infringe upon the rights, copyright or otherwise, of any other person or entity.
7. There are no claims currently pending or threatened, nor does Assignor have any reason to believe in the future, against Assignor’s right, ownership or interest in the Work.
8. **Indemnification.** Assignor agrees to indemnify and hold harmless DepEd for any claims, suits, damages, actions, or other costs arising out of any breach of Assignor’s warranties set forth in Section 3.
9. **Choice of Law and Venue.** This Agreement is governed by law and shall be construed in accordance with the laws of the Philippines. In case of litigation, both parties agree that the venue should be the component Courts of Pasig City to the exclusion of all other courts.
10. **Separability Clause.** If any of the provisions of this Agreement becomes invalid, illegal, or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
11. **Effectivity.** This agreement shall take effect immediately upon signing by the parties and shall supersede and replace any prior agreement signed between the parties.

**WAIVER OF RIGHTS**

I waive all the rights, including any right of prior approval, and release the Department of Education from, and will neither sue nor bring any proceeding against the Department of Education for, any claim or cause of action, whether now known or unknown, for defamation, copyright infringement, and invasion of the rights to privacy, publicity, or personality or any similar matter, or based upon or relating to the use and exploitation of the Content.

I agree that there is no obligation to use the authorization granted by me hereunder. The terms of this authorization commence on the date below and continue in perpetuity.

 JERAMIE S. ESPAÑOLA \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name Signature

Teacher I Pilar National High School, Pilar, SDN

 Designation School/Office Address

 March 30, 2023

 Date Email and contact number