



Deed of Assignment

This Deed of Assignment made on the _____(Day) of _____(Month) _____(Year),

Between,

Full Name: _____

ID Number: _____

Physical Address: _____

(Hereinafter referred to as "the Assignor").

And,

The **Eswatini Copyright and Neighbouring Rights Society**, also known as ESWACOS, a non-profit organisation established through Section 78 of the Copyright and Neighbouring Rights Act No.4 of 2018, with its registered office at the Embassy House Building, First Floor, on Gwamile Street, Mbabane, Eswatini. *(Hereinafter referred to as "the Society").*

1. ASSIGNMENT OF RIGHTS

1.1 The Assignor hereby assigns to the Society ALL the selected under-mentioned rights in their copyright protected works which now belong to or shall hereafter be acquired by or be or become vested in the Society during the continuance of the Assignor's membership of the Society, and all such parts of shares (whether limited as to time, place, mode of enjoyment or otherwise) of, and all such interests in, any such rights as so belong to or shall so be acquired by or be or become vested in the Society (all which rights hereby assigned or expressed or intended to be assigned are hereinafter collectively referred to as "the rights assigned"), TO HOLD the same unto the Society for its exclusive benefit during such time as the rights assigned continue to subsist and (in accordance with the provisions of the Copyright and Neighbouring Rights Act No.4 of 2018 for the time being in force) remain vested in or controlled by the Society.

Initials: _____

1.2 The rights assigned to the Society by this deed of assignment shall be:

(tick to select rights being assigned):

- ☐ Reproduction
- ☐ Public Performance
- ☐ Broadcasting
- ☐ Communication to the public
- ☐ Making available to the public
- ☐ Adaptation, Translation and arrangement.

1.3 The territory of the rights assigned to the Society in this deed of assignment shall be:

(tick the territory of the assignment):

- ☐ Eswatini only
- ☐ Eswatini and the rest of the World

2. WARRANTY OF TITLE OF WORK(S) ASSIGNED

2.1 The Assignor warrants that, at the date of this deed of assignment, the ASSIGNOR is the owner of the rights assigned free from any encumbrance and has the right and authority to assign the economic rights, detailed in Article 1.2, to Society in accordance with this deed of assignment.

2.2 The Assignor warrants that the literary works, musical works, sound recordings and audio visual works, the performing and reproduction rights of which are assigned by this deed of assignment, do not and will not infringe the copyright or neighbouring rights in any other work and that the Assignor agrees to indemnify the Society against all liabilities, claims, loss, demands, actions, costs including reasonable legal fees and/or, damages arising out of any third-party claim against the society in respect of the rights assigned by this deed of assignment.

Initials: _____

3. TERM

- 3.1 The term of this deed of assignment shall be for the duration of the Assignor's membership to the Society in accordance with the Society's membership rules as may be amended from time to time, provided that the copyright still subsists in accordance with Section 8 of the Copyright and Neighbouring Rights Act No.4 of 2018, from the date that the deed of assignment is signed by the Assignor and the Society.
- 3.2 However, the deed of assignment may be terminated by either party as provided for in the Membership Rules of the Society and the Copyright and Neighbouring Rights Act of No. 4 2018.

4. THE SOCIETY'S OBLIGATIONS

- 4.1 The Society shall endeavour to administer the rights assigned in Article 1.2 accordance with the laws of the Kingdom of Eswatini.
- 4.2 The Society shall negotiate licensing agreements and set tariff charges on the Assignor's behalf on the best achievable terms and collect all royalties that are appropriately payable to the Assignor in the Kingdom of Eswatini and through agreements of representation from other territories across the world.
- 4.3 The Society shall use its best endeavours to distribute all royalties payable to the Assignor in accordance with its Distribution Rules.

5. THE ASSIGNOR'S OBLIGATIONS

- 5.1 The Assignor shall uphold the warranty provided in Article 2 above.
- 5.2 The Assignor accepts that they are bound by the Society's rules and regulations and any amendments thereto.
- 5.3 The Assignor shall provide any documents as the Society may reasonably require in enforcing the right assigned herein.
- 5.4 The Assignor agrees that the Society may enter the data collected for the administration of the rights assigned into a computer system and that it may disclose such data within the framework of the purposes of this deed of assignment and for purposes related to international registers/databases, such as IPI, WID, IDA, ISAN, WIPO Connect, etc., including the Society's cultural, social and development funds, promotion of artistic and literary creation purposes, statistical surveys and rights enforcement.

Assignor's Signature: _____

In the Presence of (Witness)

Full Name: _____ **Signature:** _____

Signed for and on the behalf of the Society (ESWACOS)

Full Name: _____

Designation: _____

Signature: _____



Initials: _____