

## **DEED OF ASSIGNMENT**

This deed is made this ..... day of .....20....  
between..... of National Identification Card  
Number/Certificate of Registration Number ..... and of Post Office Box  
Number....., e-mail .....in the  
Republic of Kenya (Hereinafter referred to as the ASSIGNEE which expression shall where the  
context so admits include its successors and assigns) on one part;

And

..... National Identification Card Number/ Certificate  
of Registration Number ..... and of Post Office Box Number .....,  
e-mail ....., in the Republic of Kenya (hereinafter referred to as the  
“ASSIGNOR” which expression shall where the context so admits includes his personal  
representatives and assigns) of the other part.

**WHEREAS** the ASSIGNOR warrants that he has full power and legal authority to enter into this  
agreement by virtue of being the Copyright owner of the work(s) titled (State the type and  
registration number of the work).....  
.....(herein after referred to as “the work”)

**AND WHEREAS** the ASSIGNEE is willing to finance the recording and production of the said  
the work, and is able, ready and willing to distribute, enter into gainful contracts, manage and do  
anything that can be of economic benefit to both parties.

### **IT IS HEREBY AGREED THAT;**

#### **1. Assignment Rights**

1.1.The ASSIGNOR hereby assigns to the ASSIGNEE the following right(s) for all commercial  
purposes;(select appropriately)

- a) Publishing
- b) Public performance
- c) Distribution
- d) Reproduction

- e) Making available
- f) Communication to the public
- g) Broadcasting
- h) Adaptation,

## **2. Consideration**

The consideration for the assignment of the right(s) shall be Kenya Shillings ..... payable as hereunder: -

(State the mode and terms of payment)

### **CONDITIONS**

- 2.1.ASSIGNOR is the sole author of the work:
- 2.2.ASSIGNOR has authority to enter into this assignment and to grant the rights granted in this assignment;
- 2.3.The work does not infringe on any copyright:
- 2.4.the work does not violate any right of privacy or any other right of any other person:
- 2.5.Each person who rendered any services in connection with, or who otherwise contributed in any way to the creation of the work(s) had full right and power to do so and was not bound by any agreement which would restrict him from rendering such services and all costs and expenses with respect to creation of the album have been paid.
- 2.6. The assignment does not violate any other assignment(s)...(if any)

## **3. Ownership**

- 3.1.Upon execution of this deed, the rights of the ASSIGNOR are hereby extinguished save for the moral rights.
- 3.2.The ASSIGNEE is prohibited from carrying out any act that may in any way lessen the value the said works.

## **4. Term of Assignment**

This assignment is absolute, that is, it will last the whole copyright period as spelt out in the copyright Act.

## **5. Indemnity**

The ASSIGNOR shall at all times indemnify and hold harmless the ASSIGNEE from and against any claim, damages, liability cost and expenses, including legal expenses and

reasonable counsel fee arising out of any breach by the ASSIGNOR of any warrant of representation made by the ASSIGNOR in the agreement.

**6. Termination**

- a. This deed may be terminated if the Assignee is in breach of Clause 2 above.
- b. Breach of the conditions herein by assignor
- c. There is a breach of contract from either party and the offender has failed to remedy such breach within 14 days of written notice.

**7. Modifications**

Any changes, amendments or collateral agreements will have legal effect only if (i) in writing, and (ii) executed by ASSIGNEE and ASSIGNOR.

**8. Governing Law**

This agreement has been entered into Kenya and validity interpretation and legal effects of this deed shall be governed by the relevant laws of Kenya and only Kenya courts shall have jurisdiction over any matter arising there from.

**9. Dispute Resolution**

Save as may be otherwise specifically provided all questions hereafter in dispute between the parties hereto and all claims for compensation or otherwise not mutually settled and agreed between the parties shall first be referred to mediation facilitated by the Kenya Copyright Board, if no amicable settlement is reached, it shall be referred to the Copyright Tribunal.

**10. Force Majeure**

Failure by either party to perform its obligations or delay in such performance as a result of Acts of God, war, strikes, lock-outs, shortened working hours, other industrial action, machine breakdown, fire, flood, explosions, injunctions, judgments, adverse claims, or any other cause beyond its reasonable control shall not constitute a breach of the terms of this agreement, provided that such party shall use all reasonable endeavors to resume the performance after the conditions (as aforesaid) causing such failure have ceased.

**12. Governing law**

The Assignment shall be governed and interpreted in accordance with the laws of Kenya and only the Kenyan courts have jurisdiction over the said matter.

**IN WITNESS WHEREOF** both parties hereby set their hands the day and year herein before mentioned.

SIGNED BY: -

Assignor ).....

In the presence of ).....

Assignee ).....

In the presence of ).....

**CERTIFICATE**

I.....Advocate of the High Court of Kenya  
do certify that I was present and witnessed the parties herein executing this deed and being  
known to me/ identified by .....do confirm the above signatures  
to be theirs.

Signed .....

**ADVOCATE OF THE HIGH COURT**

**AND COMMISSIONER FOR OATHS**

**DRAWN BY:**