

# COPYRIGHT DECLARATION FORM



ARTIST:   
TITLE:   
CATALOGUE NUMBER:

CLIENT NAME:   
CLIENT COMPANY (if applicable):   
CONTACT NUMBER:

## 1. TYPE OF MEDIA CONTENT

(if you are supplying multiple orders or your release is on different formats with differing content you must fill a form for each release/version)

CD  DVD  VINYL  VINYL + CD (where content is the same)

DOES YOUR MEDIA CONTAIN:  
VIDEO CONTENT?  
CD/DVD ROM CONTENT?  
(anything that is licenced seperately from the audio?)

IF SO, PLEASE GIVE DETAILS:

## 2. ARE YOU THE INTELLECTUAL PROPERTY RIGHTS OWNER OF THE ENTIRE MEDIA CONTENT?

YES

NO

## 3. TYPE OF CONTRACT OBTAINED FOR THIS TITLE

NONE, ALL CONTENT IS ORIGINAL AND CONTAINS NO COVER TRACKS   
I HAVE A WORK BY WORK CONTRACT WITH A BIEM MEMBER   
I HAVE A STANDARD CONTRACT WITH A BIEM MEMBER   
PLEASE STATE BIEM MEMBER (for example, MCPS):

## 4. HOW WILL THIS MEDIA PRIMARILY BE DISTRIBUTED?

RETAIL (for sale)  WITHIN ORGANISATION  FREE TO PUBLIC  OTHER

COUNTRIES TO BE DISTRIBUTED (if applicable):

## 5. PLEASE READ THE FOLLOWING AND SIGN BELOW

The above mentioned company (herein after referred to as "the Client") hereby gives the following warranties and indemnities to Disc Manufacturing Services (DMS LTD)

1. That the Client is the sole owner of the copyright in the material supplied for reproduction, or alternatively that the Client has been granted the right to reproduce and distribute the material described in the order by all copyright owners.
2. That the Client has not granted an exclusive License or Assignment of the rights in clause 1 hereof to any other party and that the material does not infringe the copyright or any other rights of any other party.
3. That the material does not contain anything of an obscene or illegal nature.
4. That the Client will keep DMS fully indemnified against all losses and all actions, claim proceedings, costs and damages and all legal costs or other expenses arising out of any breach of any of the above warranties.
5. That the Client agrees to provide DMS on their request with all relevant information, papers and documents e.g. license agreements that DMS shall reasonably require to determine the ownership of the intellectual property at issue.
6. The Client agrees that despite any non-disclosure agreements that may be in effect to the contrary, DMS may consult all applicable governing bodies (i.e. IFPI, BSA, IRMA/CDSA, RIAA, BIEM, OSA, etc.) concerning intellectual property rights ownership. In such consultation DMS shall disclose only that information necessary to determine the ownership of the intellectual property at issue.
7. The Client agrees that DMS may retain components or products for a limited period to determine the ownership of intellectual property at issue.

SIGNATURE:  DATE:   
(print name if completed digitally)