



COPYRIGHT DECLARATION FORM



Artist
Title
Catalogue Number

Client Name
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	CASSETTE	MULTI FORMAT (Where content is the same)
Does your media contain video content and/or CD/DVD ROM content? (Anything licenced separately to the audio) If so, please give details:				

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

YES	NO	If NO, a licence will be required.
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3. COMPILATIONS AND SAMPLES

IS THE TITLE A COMPILATION?

A compilation refers to a selection of musical recordings (tracks) previously released as part of another title, where each track in the compilation may be independently protected by separate copyrights. In order to make copies of a compilation, the Customer must hold all necessary copyrights, licences, and related permissions from all rights holders for each track. The Customer agrees to provide, upon request, a copy of such licence documentation.

NO	YES	The Customer declares and warrants that the Customer is authorised to reproduce the Title and its individual parts and tracks of the compilation based on these following circumstances (please submit additional info on a separate document if needed):
YES		The Customer declares and warrants that the Customer is the rightful holder of all copyrights, licences, and related permissions for the individual parts and tracks of the compilation or that the Customer has obtained the necessary licencing documentation.

DOES THE TITLE INCLUDE SAMPLES

The term "Samples" refers to the incorporation of a portion of another existing recording into a new copyright work, even if the extracted portion has been altered in any way after being extracted from the original copyright work. "Sample Clearance" means the process of obtaining all necessary legal consents, authorisations and licenses for such use of a Sample from the record label and performing artists ("Master Recording Copyright") of the original recording and its authors ("Composition Copyright"). Customer agrees to provide a copy of such relevant licencing documentation for all Samples used upon request.

NO	YES	The Customer declares and warrants that the Customer has executed complete licencing documentation necessary for proper Sample Clearance from all relevant and authorised right holders for all Samples included in the Title. This documentation has been executed with the following authorised entities or organisations:
	YES	Yes. The Customer declares and warrants that the Customer has the right to include the Samples in the Title based on the following other facts:
	YES	The Customer declares and warrants that the Samples included in the Title are non-copyrighted "free samples" obtained from the following source:

4. IS THE MATERIAL REGISTERED WITH A BIEM MEMBER?

YES	NO	BIEM are the international representatives of individual mechanical rights societies, who deal with licensing and royalties of all musical works being physically reproduced or manufactured for sale in their respective countries. Here is a list of the appropriate organisations to contact depending on the country of intended sale.
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5. TYPE OF CONTRACT OBTAINED FOR THIS TITLE:

NONE, ALL CONTENT IS ORIGINAL AND CONTAINS NO COVER TRACKS OR SAMPLES
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)

6. HOW WILL THIS MEDIA PRIMARILY BE DISTRIBUTED?

RETAIL (for sale)	WITHIN ORGANISATION	FREE (to public)	OTHER	Countries to be distributed: (if applicable)
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7. 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)

- 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.
- 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.
- That the material does not contain anything of an obscene or illegal nature. The title does not violate public order, policy or good morals, and does not contravene any applicable laws, regulations, or rules of professional associations or other collective bodies. Furthermore, it does not infringe upon the rights of any third party, including intellectual property rights, personal rights, privacy rights, moral rights, contractual rights, or any other legally protected rights.
- 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.
- 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.
- 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.
- The Client agrees that DMS may retain components or products for a limited period to determine the ownership of intellectual property at issue.

Signature (print name if completed digitally)

Date

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