

# Intellectual Property Rights (IPR) Form

To be submitted with every order.

- Letters of Indemnity are not adequate.
- **LICENSED** content requires proof of licensing for replication.
- **OWNED** content indicates the individual/organization completing this form is the IPR owner.
- **Must be completed by the organization soliciting replication and not a broker or intermediary.**

Album/Project Title \_\_\_\_\_

Distribution Within the organization\_\_\_ Retail\_\_\_ Free to public\_\_\_ Other\_\_\_

Countries Where Distributed \_\_\_\_\_

Are you the IPR owner for the entire disc contents? \_\_\_YES \_\_\_NO\*

Complete the section(s) below describing the content that is applicable to the media you have ordered. MP3 or Enhanced Disc content requires completion of both ROM and Audio sections.

## 1. CD-ROM/DVD-ROM Content

**\*If Not IPR owner, list all included non-owned software, freeware, and shareware products. Attach necessary distribution licensing documentation from the IPR owner. Some shareware and freeware products require distribution licensing. Consult the software vendor for what is necessary.**

## 2. CD Audio Content

Check Here if COMPILATION(mix of artists or composers)\_\_\_

Artist(s)\_\_\_\_\_ Content/Music Type\_\_\_\_\_

An attached list of track title, artist, and IPR owner is REQUIRED.

Sampling/mixing of additional recording not owned (regardless of type, quantity and length) requires licensing of those original recordings.

**\*If not IPR owner, proof of replication licensing from IPR owner for licensed tracks is REQUIRED.**

## 3. CD/DVD Video Content (if Audio is separately licensed, complete Audio section and provide necessary Audio/Video Synchronization licensing)

**\*If Not IPR owner, proof of replication licensing from IPR owner is REQUIRED.**

*I declare that all information provided herein is true and that all disc contents indicated as being "licensed" are properly licensed for replication under the terms of the original rights holder(s). I further declare that I am the intellectual property rights owner for all contents indicated as being "owned" and I authorize its duplication. I understand that in accordance with the Anti-Piracy Compliance Program procedures and standards of the International Recording Media Association (available at [www.recordingmedia.org](http://www.recordingmedia.org)), the replicator reserves the right to refuse the processing of any order not complying with the Anti-Piracy Compliance Program guidelines.*

Print Organization Name & Telephone # of Party Soliciting Order \_\_\_\_\_

Signature of Representative from Party Soliciting Order \_\_\_\_\_

Print Name, Title, and Date \_\_\_\_\_

Anti-Piracy Form Title/content Listing	CD	DVD	Blu-ray
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Appendix A	
<b>Section 1</b>	The Following information is REQUIRED
Music Library or Music Licensing Firm:	
Contact Name:	
Original Composer (if applicable):	
Street Address:	
Suite:	
City/State/Zip:	
Voice Telephone:	

Section 2			
Track #	Track Name	Length	Copyright Owner or Music Library
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

TO:

The undersigned customer ("Customer") hereby certifies, represents and warrants to Multi-Media Duplication ( MMD ) that Customer owns or has obtained all necessary rights and permissions for use of all data, product, labeling, or other material provided by Customer to MMD for us in the manufacture and/or reproduction of a product onto compact discs ("Customer Material") and that it shall pay or cause to be paid, all royalties or other sums which may become due under any contractual arrangement or under applicable laws in any jurisdiction as it relates to such Customer Material.

Customer hereby agrees to indemnify, defend and hold harmless MMD, its directors, officers, employees and agents from and against any and all losses, claims, liabilities and expenses (including reasonable attorneys fees and other expenses of litigation) with respect to: (a) claims that any patent, copyright, trademark, tradename, service mark, proprietary right or other right of a third party has been infringed by reason of (1) the mastering, duplication, replication, possession, distribution, sale, rental or use of the data supplied by Customer or the compact discs upon which such data is replicated; or (ii) the packaging, labels, trade dress and other materials with which such compact discs are distributed, sold, rented or used; and (b) claims arising from allegations by third parties that Customer has wrongfully disclosed information to MMD.

It is MMD's policy not to participate in or otherwise facilitate the unauthorized possession, replication, distribution, sale, rental or use of data by its customers. Customer understands that MMD cooperates with the various governmental agencies and trade organizations responsible for policing the recording and replication industries and agrees that MMD may provide to such agencies and organizations Information regarding Customer and the business conducted by Customer with MMD.

Customer understands that MMD is a CD and DVD disc manufacturer operating at Customer's direction. MMD makes every effort to protect intellectual property of both Customer and third parties. Customer understands and has complied with all applicable laws, including but not limited to foreign and domestic copyright laws.

This Customer Data Certification is made by Customer with the intention of being legally bound and in consideration of MMD's agreement to replicate data supplied by Customer onto compact discs. Customer agrees that in the event Customer breaches any of the terms or conditions of this Agreement or any of the certifications made herein by Customer shall have been false when made, MMD shall have no further obligation to Customer for the replication of compact discs or any accompanying or related services.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Title listing attached:                      Yes