

intellectual property rights (ipr) form

please complete and email to info@alpha-duplication.com or fax to **01494 536651**

your details

name / company name

address

disc details

title of disc

I am the IPR owner of the entire disc contents I am not the IPR owner of the entire disc contents

my disc contains (please indicate all that apply)

- audio** An attached list of track, title, artist and IPR owner is REQUIRED. Sampling/mixing of additional recordings 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.
- video** If you are not the IPR owner, replication licensing from IPR owner is REQUIRED. An attached list of track, title, artist and IPR owner for all separately licensed audio data is also REQUIRED.
- data** If you are not the 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.

WHEREAS the Customer has entered into contractual arrangements with Alpha Duplication for the production of the goods specified in the order submitted to Alpha Duplication and in consideration thereof the Customer gives the following warranties and indemnities:

1. That they are the sole owner of the copyright in the material supplied for reproduction, or alternatively that they have been granted the right to reproduce the material described in the schedule (=order) by the copyright owner.
2. That they have not granted an exclusive Licence 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, libellous or illegal nature.
4. That they will keep Alpha Duplication Ltd fully indemnified against all losses and all action claims proceedings cost and damages and all legal costs or other expenses arising out of any breach of any of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.
5. In the event of third party intervention the Customer agrees to provide Alpha Duplication Ltd with all relevant information, papers and documents that Alpha Duplication Ltd shall reasonably require to enable them to investigate the problem.
6. In the event of Alpha Duplication Ltd being prevented from completing their contract by third party action or if Alpha Duplication Ltd have reasonable grounds for believing that the Customer's copyright or other relevant rights are open to question then Alpha Duplication Ltd may cease production immediately. In that event the Customer agrees to pay all production costs incurred to the date of cessation, and will make no claim against Alpha Duplication Ltd for breach of contract or otherwise.
7. The Customer declares that it has read, understood and accepts Alpha Duplication's General Terms and Conditions.
8. British law shall apply to this agreement.

name

signed

I have read and agree to the declaration above

date