



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 an 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 / DVD Audio Content

Check Here if COMPILATION _____

Artist(s) _____ Content/Music Type _____

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.**

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 Content Delivery and Storage Association (available at www.contentdeliveryandstorage.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, & Date _____

Note: Unauthorized use of this form is strictly prohibited and subject to sanctions. Rev. 2 - 12 May 2009

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www.contentdeliveryandstorage.org

APCP-12

VIDEO IPR FORM



1	Organization / Individual soliciting replication (not broker):	Phone Number:	Fax Number:	
2	Title of Master:	Part Number:	Countries Distributed:	Email Address:
	Distribution? Within an organization <input type="checkbox"/> Retail <input type="checkbox"/> Free to Public <input type="checkbox"/>			
	Other <input type="checkbox"/> IF OTHER, please explain:			
3	Check if either the video, audio, or both are considered to be in Public Domain (PD)? <input type="checkbox"/> Video <input type="checkbox"/> Audio			
	If the video and / or audio are considered to be in Public Domain, please provide proof and submit with this form.			
	If the audio portion is in Public Domain, please fill out the JVC AUDIO IPR FORM (F-008) and provide proof.			
4	Please indicate your relation regarding the entire IPR content: Owned <input type="checkbox"/> Partial <input type="checkbox"/> Licensed / PD <input type="checkbox"/>			
	**If you own the rights to this video in it's entirety, please provide a duplicate of the copyright(s) or valid proof. If you marked PARTIAL, please provide the copyright or proof for the owned portion & license agreements for the non-owned. If you marked LICENSED/PD, please provide a copy of the license agreement (see Sec. 5 & 6).			
	Are there any specific scenes / photographs in your video that require a license agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO			
	Do you own all rights to the video portion? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Public Domain	* N/A - not applicable if OWNER ** N/A - not applicable if LICENSED		
	Do you own all rights to the audio portion? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Public Domain			
	If you are a Partial owner, please answer both questions below. If Owner or Licensed , only answer applicable questions.			
	If you are the Owner or Partial , have you obtained or applied for a copyright? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A**			
	If product is Licensed (or Partial), have all license agreements been obtained? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A*			
5	Were existing non-owned MASTERS used? (A master of a recording previously recorded and copyrighted by someone else.)			
	YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, you may need to provide a <u>Master- Use License</u> per recording (see below).			
6	If you are the owner of ALL audio and no portion of the audio has been copyrighted by someone other than you or your business, please skip this section and proceed to question # 7. If you are NOT the owner of the audio (partial or whole) for this project, please continue by answering the following. If you have NOT obtained a license agreement, please answer NA .			
	Was the audio for this project licensed separately?			
	YES <input type="checkbox"/> If YES, complete the <u>JVC IPR Audio form</u> and provide the Audio/Video <u>Synchronization License(s)</u> and a <u>Videogram License</u> or <u>Master Use License</u> as proof to replicate the sound recording. Note that these license agreements may be issued in the form of one license agreement.			
	NO <input type="checkbox"/> If NO, please provide the necessary license agreement as proof of permission to replicate and distribute. This may be in the form of a <u>Distribution License</u> or the license agreements listed above.			
	N/A <input type="checkbox"/> Not available. No license agreement has been obtained. <input type="checkbox"/> Audio is in Public Domain			
7	*This video contains musical audio only. <input type="checkbox"/> YES <input type="checkbox"/> NO *Remember to include intro, background & concluding music.			
	*This video contains word spoken audio only (such as a speech or sermon): <input type="checkbox"/> YES <input type="checkbox"/> NO			
	*This video contains audio that consists of both music and word spoken audio. <input type="checkbox"/> YES <input type="checkbox"/> NO (Sermon with music)			
	* Please note that all 7 sections must be completed in it's entirety and license agreements must be provided. If any of the 7 sections are not completed, the order may be rejected or placed on hold until such information can be provided.			
	Please be aware that if your video project has audio / music (including background music) that has been previously copyrighted by someone other than you or your business and is not in Public Domain, you are required to provide a license agreement. This agreement is required regardless of the performer, length (partial or in it's entirety), and incidental or intentional recording. If the music is in Public Domain, you must provide proof. If you hired a performer, an agreement may be necessary between you and the performer.			
	There is a separate copyright for the MUSIC itself vs. the copyright of the RECORDING of that music. A Synchronization License gives permission to use the MUSICAL COMPOSITION when synchronizing it with the visual image of the video. A Master- Use License gives the right to use a specific recording of that musical composition (such as the original recording). The Synchronization License would be obtained from the copyright owner of the music such as the composer. The Master - Use License can be obtained from the copyright owner of the recording. If the video producer has hired a performer and re-recorded the music, then the video producer would need an agreement with the performer giving all necessarily rights to that performance. In this case, no Master-Use License would be required, only the Synchronization License. If the publisher and master owner are the same, both licenses may be combined into one.			

A song is made up of lyrics, music and the arrangement, of which, all 3 can be copyrighted. If a song is thought to be in Public Domain, please provide your research as (for example) the lyrics and music may be of Public Domain but the arrangement may be copyrighted.