



Quantity to be Exported			
Country	Quantity	Date of Release	Name of Distributing Company

Particulars of Manufacturer undertaking Production of the said Product				
The Manufacturer agree and undertake to comply with the direction and authority as set out in clause 4(a) herein.				
Name of Manufacturer				
Address				
Name of Person in Charge		Tel no.		Fax no.
Authorised Signature				

Particulars of Applicant		Company Stamp	
Full Name:			
Date:			
Signature:			

Terms and Conditions

1. CONDITIONS FOR CLEARANCE OF COPYRIGHT

- (a) Subject to the Applicant complying with terms and conditions herein, COMPASS will proceed to assist the Applicant in this request to obtain the necessary permission and or clearance to produce the musical works.
- (b) The Request shall not extend to nor shall it authorise any act not expressly authorised by COMPASS.
- (c) The Request shall for Mechanical Right Production herein is for a non-exclusive licence to make or produce in Singapore recordings whereby the musical works and sound recordings or part thereof, the titles and particulars of which are set forth in the attached "SWP1".
- (d) The Request is good only for one production and limited to the number of authorised copies applied for and separate request of clearance is required for any subsequent or following recording, production and duplication in whatever form it may take or whatever purposes.

2. DURATION OF THE LICENCE

- (a) The Request shall be attended upon COMPASS giving an acknowledgement of receipt of the same. The Clearance process shall expire upon the completion and delivery of the production. In this respect, a declaration by the manufacturer or the plant/factory, where the production was carried out, must be submitted to COMPASS within seven (7) days after the completion of the production and delivery to the Applicant, whichever is earlier.

3. COMPUTATION OF ADMINISTRATION AND COPYRIGHT CLEARANCE FEES

- (a) The Applicant agrees and undertakes to pay COMPASS a non-refundable administrative fee ranging from S\$150 to S\$200 per song title, excluding prevailing GST, in the assistance and clearance of copyright music from the copyright owners/publishers located in Singapore and overseas respectively. The Applicant also agrees and undertakes that the prescribed fee will be paid before COMPASS proceed with the Copyright clearance. This administrative fee is not inclusive of song search fee at S\$25 per song title which will be charged and billed separately. The Licence does not include sound recording rights clearance. If the users are reproducing original sound recordings direct from CD, cassette, VCD etc, separate licence has to be obtained direct from the recording company.
- (b) COMPASS will, upon receipt of the request for Mechanical Right Clearance, compute the licence fee payable under the licence, and will send an invoice to the Applicant for payment to be made within ten (10) days from the date of the invoice. A late payment of 10% per annum will be imposed.
- (c) All outstanding fee and stamp duty (if payable) shall be recoverable as a simple debt and shall carry an interest of 10% per annum on a daily basis from due date to date of final payment not withstanding judgement having been entered on the debt.

4. SUPPLY OF INFORMATION AND NOTIFICATION

- (a) The Applicant hereby agrees, confirms, directs and authorises manufacturer to release the information and particulars to COMPASS in relation to such production undertaken by them.
- (b) The Applicant undertakes to furnish particulars that are required under the Request for Clearance and also such further particulars from time to time, relating to the clearance process. The Applicant undertakes and agrees to indemnify COMPASS against any claims, actions, damages that may arise for failure by the Applicant to furnish or supply information in which the clearance of the production has been issued.

5. BREACH OF LICENCE

If the Applicant breaches any provision of the Licence, COMPASS shall without prejudice to the terms and conditions herein, have the option to determine the Licence (including the Applicant's failure to supply or furnish information) forthwith by written notice sent to the Applicant at the address shown in the particulars of the Applicant and thereupon the request for clearance shall be cancelled immediately, save as to COMPASS's rights, to recover all monies due hereunder and any other proceedings.

6. DEFINITIONS

In this application and Licence, "Mechanical Right" means the right to make a record of the work in the form of a disc, tape and any other form, and to make copies of such records for retail sales or for any other purposes.

- 7. The Applicant(s) agrees that COMPASS accepts no responsibility or liability whatsoever for any error, inaccuracy or omission arising out of its part in furnishing such information and particulars.

- 8. Please send us four (4) complimentary copies of each finished product once it is published along with manufacturers invoice (if applicable).