

CMRRA

Canadian Musical Reproduction Rights Agency Limited

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David A. Basskin, Ext. 222
Barrister and Solicitor
President

WELCOME TO CMRRA

Dear Music Publisher,

Thank you for considering affiliation with CMRRA, Canada's largest music licensing agency. What has made CMRRA the choice of every multinational music publisher and thousands of independents?

Service.

It's the classic business school question: "What business are you in?" Well, CMRRA isn't really in the music business ... or the database business ... or the licensing, royalties or money businesses. *We're in the client service business.*

Whether you're a publisher with multiple catalogues or a songwriter who owns your songs, you want them registered accurately and promptly, your licenses issued on time, and your royalties to be collected effectively and paid without delay. CMRRA can handle all of your royalty needs, from mechanical, online or synchronization licensing, or collecting revenues for Broadcast Mechanicals or the Blank Media Levy. You want to be confident that licensees are going to be regularly audited, that questions are going to be answered without delay and that you're dealing with a professional, responsive team of experts. *That's what our clients expect – and that's what we deliver.*

CMRRA's strength comes from its clients. With no statutory license, we speak most effectively, and negotiate best, when we've got as many music publishers on board as possible. *Client service* is, and will always be, the name of the game.

I would invite you to read each section of our affiliation package for detailed information on all of our services. Part I contains all of the general terms and conditions and Part II outlines each individual affiliation. Part III contains a checklist designed to indicate the affiliations for which you would like to register, and can also be used as a quick reference list of what we do. Part IV contains all the other forms we use to help serve you better.

If you have any questions or want to discuss any of these matters, we'd be very happy to hear from you. For fastest response, please call **(416) 926-1966** and ask for the Membership Services Department.

We're in the client service business at CMRRA. How can we serve you?

Sincerely,

A handwritten signature in black ink that reads "David A. Basskin". The signature is written in a cursive style with a large, prominent initial "D".

David A. Basskin
President



56 Wellesley Street West, Suite 320, Toronto, Ontario Canada M5S 2S3
Phone: (416) 926-1966 Fax: (416) 926-7521 <http://www.cmr.ca>

PUBLISHER AFFILIATION AGREEMENT KIT

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Attention Publisher: Please complete, and sign, **two** copies of Part I (Affiliation Selection Checklist and Form ‘B’) of this Agreement and return to CMRRA. Please keep Part II for your records. Part III may be completed if necessary. Fully executed copies will be returned to you for your records.
**Ensure you read all Terms and Conditions contained in Part II prior to completing and/or signing this Agreement.*

*For assistance, please call CMRRA at (416) 926-1966 and ask for the Membership Services Department.

PART I: AFFILIATION SELECTION CHECKLIST

Publisher Information

Name of Publisher: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

*** For each affiliation requested, Publisher must initial and date the corresponding boxes. CMRRA shall only act on behalf of Publisher for those Affiliations so initialled and dated.**

AFFILIATIONS	INITIAL HERE	DATE (MM/DD/YYYY)
Mechanical Licensing & CMRRA Direct – as defined by the Terms and Conditions outlined in <i>Part II, Schedules ‘A’ and ‘B’</i> (Please complete <i>Part I, Form ‘B’</i>)		
Online Music Distribution and Webcasting – as defined by the Terms and Conditions outlined in <i>Part II, Schedule ‘C’</i>		
Synchronization – as defined by the Terms and Conditions outlined in <i>Part II, Schedule ‘D’</i>		
Broadcast Mechanical – as defined by the Terms and Conditions outlined in <i>Part II, Schedule ‘E’</i>		
Blank Media Levy – as defined by the Terms and Conditions outlined in <i>Part II, Schedule ‘F’</i>		

Publisher and CMRRA hereby enter into and accept the terms of the Publisher Affiliation Agreement, as defined in Part II, section 1 of the General Terms and Conditions, including all applicable Terms and Conditions as outlined in Part II, Schedules ‘A’ through ‘F’, as indicated in the Affiliation Selection Checklist .

Publisher’s Signature

CMRRA Ltd.

Name and Title (Please Print)

Name and Title (Please Print)

Date

Date

PART I: AFFILIATION SELECTION CHECKLIST

Publisher Information

Name of Publisher: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

*** For each affiliation requested, Publisher must initial and date the corresponding boxes. CMRRA shall only act on behalf of Publisher for those Affiliations so initialed and dated.**

AFFILIATIONS	INITIAL HERE	DATE (MM/DD/YYYY)
Mechanical Licensing & CMRRA Direct – as defined by the Terms and Conditions outlined in <i>Part II, Schedules ‘A’ and ‘B’</i> (Please complete <i>Part I, Form ‘B’</i>)		
Online Music Distribution and Webcasting – as defined by the Terms and Conditions outlined in <i>Part II, Schedule ‘C’</i>		
Synchronization – as defined by the Terms and Conditions outlined in <i>Part II, Schedule ‘D’</i>		
Broadcast Mechanical – as defined by the Terms and Conditions outlined in <i>Part II, Schedule ‘E’</i>		
Blank Media Levy – as defined by the Terms and Conditions outlined in <i>Part II, Schedule ‘F’</i>		

Publisher and CMRRA hereby enter into and accept the terms of the Publisher Affiliation Agreement, as defined in Part II, section 1 of the General Terms and Conditions, including all applicable Terms and Conditions as outlined in Part II, Schedules ‘A’ through ‘F’, as indicated in the Affiliation Selection Checklist .

Publisher’s Signature

CMRRA Ltd.

Name and Title (Please Print)

Name and Title (Please Print)

Date

Date

Form ‘A’: Payment and Mailing Instructions

*Fields marked * are mandatory. All other fields are optional and should be completed if possible. Please photocopy if extra copies are needed. Areas in grey are for CMRRA office use only.*

A. Publisher Name & Address:	
*Name:	PUB #
Contact Person:	
*Address:	Email:
*City:	*Phone:
*Province/State:	*Fax:
*Country:	*Postal Code/ZIP:
B. Issue Licenses in name of (leave blank if same as Section ‘A’):	
*Name:	PUB #
Contact Person:	
*Address:	Email:
*City:	*Phone:
*Province/State:	*Fax:
*Country:	*Postal Code/ZIP:
C. Send licenses to (leave blank if same as Section ‘A’):	
*Name:	PUB #
Contact Person:	
*Address:	Email:
*City:	*Phone:
*Province/State:	*Fax:
*Country:	*Postal Code/ZIP:
D. Issue cheques in name of (leave blank if same as Section ‘A’):	
*Name:	PUB #
Contact Person:	
*Address:	Email:
*City:	*Phone:
*Province/State:	*Fax:
*Country:	*Postal Code/ZIP:
E. Send cheques to (leave blank if same as Section ‘A’):	
*Name:	PUB #
Contact Person:	
*Address:	Email:
*City:	*Phone:
*Province/State:	*Fax:
*Country:	*Postal Code/ZIP:
F. PUBLISHER SIGNATURE	
*Signed: _____	Date: _____

Form 'B': CMRRA Direct Registration Form

*Please complete this form in order to gain access to CMRRA Direct. A completed copy of the Registration Form will be returned to Publisher indicating CMRRA's acceptance of Publisher's application. CMRRA will create and supply Publisher an Administrator Access Code to be used by Publisher for creating, deleting and managing Publisher Access Codes. Fields marked * are **mandatory**. All other fields are optional and should be completed if applicable. Areas in grey are for CMRRA office use only.*

A. Company Information (MUST be the same company as indicated on Form 'A', Section C)	
*Name:	PUB #
Contact Person:	
*Address:	Email:
*City:	*Phone:
*Province/State:	*Fax:
*Country:	*Postal Code/ZIP:
A. Administrator Information	
<i>The administrator is the person at your company who will be responsible for maintaining your CMRRA Direct account. This person will have the authority to add and delete users and change passwords, and will have access to all data related to your company on CMRRA Direct.</i>	
*Full Name:	Email:
*Title:	*Department:
*Phone (if different from above):	*Fax (if different from above):
*Personal Email (if different from above):	
D. PUBLISHER SIGNATURE	
*Signed: _____	*Date: _____
CMRRA USE ONLY	
Entered By:: _____	Date: _____

Form 'B': CMRRA Direct Registration Form

Please complete this form in order to gain access to CMRRA Direct. A completed copy of the Registration Form will be returned to Publisher indicating CMRRA's acceptance of Publisher's application. CMRRA will create and supply Publisher an Administrator Access Code to be used by Publisher for creating, deleting and managing Publisher Access Codes. Fields marked * are **mandatory**. All other fields are optional and should be completed if applicable. Areas in grey are for CMRRA office use only.

A. Company Information (MUST be the same company as indicated on Form 'A', Section C)	
*Name:	PUB #
Contact Person:	
*Address:	Email:
*City:	*Phone:
*Province/State:	*Fax:
*Country:	*Postal Code/ZIP:
A. Administrator Information	
<i>The administrator is the person at your company who will be responsible for maintaining your CMRRA Direct account. This person will have the authority to add and delete users and change passwords, and will have access to all data related to your company on CMRRA Direct.</i>	
*Full Name:	Email:
*Title:	*Department:
*Phone (if different from above):	*Fax (if different from above):
*Personal Email (if different from above):	
D. PUBLISHER SIGNATURE	
*Signed: _____	*Date: _____
CMRRA USE ONLY	
Entered By:: _____	Date: _____

CMRRA

**Canadian Musical Reproduction
Rights Agency Limited**

56 Wellesley Street West, Suite 320, Toronto, Ontario Canada M5S 2S3

Phone: (416) 926-1966 Fax: (416) 926-7521 <http://www.cmrra.ca>

PART II: AFFILIATION INFORMATION – TERMS & CONDITIONS

PUBLISHER AFFILIATION AGREEMENT GENERAL TERMS & CONDITIONS

1. **Definitions:** In this Agreement, the following terms have the meanings set out below:

“Catalogue” means one or more musical works customarily owned and/or administered in common by or on behalf of a single person, firm or corporation or group thereof and whose ownership and/or administration is customarily identified by a common name.

“CMRRA” means the Canadian Musical Reproduction Rights Agency, Ltd., a corporation pursuant to the laws of Canada, having its head office in Toronto, Ontario.

“Publisher” means a single person, firm or corporation or group thereof who owns or administers the copyright of a given Repertoire.

“Publisher Affiliation Agreement” means all terms and conditions contained in **Parts I, II and III** of this document, as agreed upon between Publisher and CMRRA.

“Repertoire” means the copyrighted musical works, taken individually or collectively, including music and lyrics, lyrics alone or music alone, of which Publisher is or may become the copyright owner or in respect of which Publisher is or may become authorized to administer the reproduction right in Canada.

“Term” means the period commencing upon the execution hereof and terminating upon notice either by Publisher or CMRRA as set out herein.

“Work” means a copyrighted musical work in the Repertoire.

2. **Engagement of CMRRA:** Publisher hereby engages CMRRA as its non-exclusive licensing agent during the Term to provide the services set out herein, and such other services as Publisher may specifically instruct CMRRA to undertake from time to time during the Term. Notwithstanding this section, certain services provided by CMRRA to Publisher as outlined in **Schedules ‘A’ through ‘F’** herein require Publisher to engage CMRRA as the exclusive agent for those services, as set out therein.
3. **Royalty Collection:** Publisher authorizes CMRRA, as its agent, to collect all monies due for the use of the Repertoire by licensees of CMRRA.
4. **Verification of Royalties Due:** CMRRA shall have the right to verify monies due to Publisher by examination of the books and records of licensees of CMRRA and, in the absence of express instructions from Publisher to the contrary, to enter into settlement agreements with such licensees on Publisher’s behalf.
5. **Payment of Royalties:** CMRRA shall account for and pay all monies received by it on Publisher’s behalf from all sources, less its Administrative Fee as defined below and without payment of any interest thereon. CMRRA shall make such payments as soon as possible after receipt thereof from its licensees in accordance with service standards and subject to such cost recoveries as may be set and approved from time to time by CMRRA’s Board of Directors.
6. **Legal and Other Action:** CMRRA may take such steps or undertake such legal actions which, in its sole judgement, may be necessary or advisable to enforce the terms of the MLA and licenses issued by CMRRA (including the withholding or termination of licenses, litigation, negotiation, settlement or abandonment of claims, disputes and other matters relating hereto), for the purpose of collecting monies that may be due to Publisher and to generally protect and enforce Publisher’s rights in Canada.

In no event will any legal action be commenced by CMRRA in Publisher’s name without Publisher’s express written consent. Publisher hereby appoints CMRRA as its agent for the purpose of filing and obtaining registrations of any Work with the Canadian Intellectual Property Office or any successor body thereto. All costs of such legal and other action, including counsel fees, will be borne by CMRRA unless Publisher specifically agrees to do so in advance of the commencement of such action.

7. **Third Party Claims:** Where CMRRA receives a notice of a claim by a third party to any Work or to entitlement to monies received by CMRRA on Publisher's behalf, CMRRA shall provide Publisher with written notice of the details of such claim and shall place the disputed monies in an interest-bearing escrow account until the status of the third party claim has been resolved as between Publisher and the third party claimant. Upon the resolution of such claim, CMRRA shall pay out such monies with accumulated interest in accordance with the terms of such resolution.
8. **Limitation of Liability:** Publisher agrees to not hold CMRRA responsible for any indirect, special, incidental, consequential or other damages whatsoever and howsoever caused, whether in an action of contract, warranty, negligence or other tortious action, even if CMRRA has been informed of the possibility thereof, arising out of or in connection with this Agreement or dealings between Publisher and CMRRA including those conducted through CMRRA Direct. CMRRA's total liability under this Agreement shall be limited to commissions received by CMRRA pursuant to the Publisher Affiliation Agreement. Any protection granted to CMRRA shall also apply to CMRRA employees, officers, directors, partners, agents and contractors and CMRRA may hold the benefit of such protection in trust for those parties.
9. **Indemnification:** Publisher agrees to indemnify CMRRA in the event that CMRRA suffers any damages or losses due to Publisher's negligence, fraud, unauthorized act or breach of the Publisher Affiliation Agreement.
10. **Jurisdiction:** The laws of the Province of Ontario and the laws of Canada applicable herein shall govern as to the interpretation, validity and effect of the Publisher Affiliation Agreement notwithstanding any conflict of laws provisions or Publisher's domicile, residence or physical location. CMRRA and Publisher hereby consent and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario or, where applicable, the Federal Court of Canada, in any action or proceeding related to or arising out of this Agreement.
11. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher herein, CMRRA shall be entitled to retain a commission of eight percent (8%) from monies received by CMRRA on Publisher's behalf for Mechanical Licenses (hereinafter defined in Schedule 'A'). The commission rates for all other affiliations are defined in each Schedule, attached hereto as **Schedules 'B' through 'F'**. The amount of such commissions may be changed from time to time by CMRRA's Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days' written notice of any such change.
12. **Repertoire Information:** Publisher acknowledges that the effective administration of the Repertoire by CMRRA depends upon Publisher providing CMRRA with full, accurate and up-to-date information with respect thereto and agrees to provide CMRRA with such information as CMRRA requires to allow it to maintain its databases, books and records with respect thereto, and to respond on a timely basis to CMRRA's queries with respect thereto. Absent specific notification, CMRRA assumes Publisher has the right to administer and/or assign the specific affiliations and/or services outlined in **Schedules 'A' through 'F'**, and shall act accordingly. Without restricting the generality of the foregoing, Publisher undertakes to provide CMRRA with timely notice of any change to the Repertoire with respect to Canada during the term hereof.
13. **Termination:** Either party may terminate the Publisher Affiliation Agreement on the provision or written notice to the other, in which case the effective date of termination shall be the last day of the next full calendar quarter which commences after the date of such notice. Any licenses issued by CMRRA on Publisher's behalf pursuant to the Publisher Affiliation Agreement shall not be affected by such termination but shall continue in full force and effect until their individual termination dates. Notwithstanding this section, certain services provided by CMRRA to Publisher as outlined in **Schedules 'A' through 'F'** are subject to specific termination terms and conditions, as set out in such Schedules.
14. **Superseding Terms:** The terms and conditions contained in **Part II, Schedules 'A' through 'F'**, supersede the General Terms and Conditions contained herein.
15. **Affiliations:** In order for the terms and conditions contained in each Schedule of **Part II** to be in force and of effect, Publisher must indicate such intent as per **Part I** of this Agreement, by initialling and dating each affiliation for which Publisher is contracting with CMRRA. CMRRA shall only act on behalf of Publisher for those Affiliations so initialled and dated.
16. **Entire Agreement:** This Agreement and the Schedules, Affiliation Selection Checklist and Forms attached hereto constitute the entire agreement between CMRRA and Publisher, and neither party hereto is bound by any representation or inducement not set forth herein.

Schedule ‘A’: Mechanicals

Every time a Musical Work is mechanically reproduced, the copyright owner of that Work is entitled to *mechanical royalties*.

Until 1988, Canada’s copyright law held mechanical royalties down to just two cents per copy. Through vigorous lobbying, we helped end that punitive rate and opened the door to direct negotiations between music publishers and record companies. CMRRA’s efforts lead to the new industry standard: the CMRRA *Mechanical Licensing Agreement* (MLA) – a comprehensive code of rates and rules that has increased royalties and greatly improved record companies’ performance of their obligations. For example, the MLA requires record companies to send CMRRA a copy of every product released in Canada; greatly increasing the speed and efficiency of the licensing process. The MLA re-wrote the rule book on reserves, free goods, promotional copies, deletes, and more, and the CMRRA has made unprecedented inroads into controlled composition clauses.

Major labels send CMRRA standard format *electronic royalty statements*, and even send us their *pending lists*, which detail royalties owing for unlicensed goods. As a CMRRA mechanical royalties affiliate, you could receive royalty statements online, and you would have access to those pending lists (through CMRRA Direct).

Consider CMRRA’s sizeable staff and expertise, and the fact that CMRRA’s mechanical licensing commission rate is one of the lowest in the world: six percent, and then ask yourself: *can you deliver faster, more effective service for only six percent of your Canadian mechanical royalties?*

Terms & Conditions - Mechanicals

1. The Terms and Conditions in this Schedule ‘A’ form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together form a single executed document.
2. **Definitions:** In this Agreement, the following terms have the meanings set out below:
 - “Mechanical License” means a non-exclusive license to reproduce a Work on a contrivance by means of which a musical work may be mechanically reproduced, including but not limited to compact discs and audiocassettes.
 - “MLA” means the Mechanical Licensing Agreement negotiated by CMRRA with the music industry in Canada as may be in force from time during the Term hereof.
3. **Engagement of CMRRA:** Publisher hereby instructs CMRRA, for the Term of the Publisher Affiliation Agreement, and for the purposes set out herein, to grant Mechanical Licenses to persons, firms or companies doing business in Canada on terms which are current for the music industry in Canada as may be approved from time to time by CMRRA’s Board of Directors, including but not limited to the terms of the MLA. Publisher may, upon prior written notice to CMRRA, instruct CMRRA to refrain from issuing Mechanical Licenses to any such person, firm or company where Publisher wishes to grant such license directly thereto.
4. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher in regards to Mechanical Licenses, CMRRA shall be entitled to retain a commission of eight percent (8%) from monies received by CMRRA on Publisher’s behalf. The amount of such commission may be changed from time to time by CMRRA’s Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days’ written notice of any such change.
5. **CMRRA Direct:** Publisher hereby agrees to register with CMRRA for CMRRA Direct, as per the Terms and Conditions outlined in **Part II, Schedule ‘B’** of the Publisher Affiliation Agreement.

Schedule ‘B’: CMRRA Direct

As a CMRRA client, and a mechanical royalties affiliate, you can have access to our online service package, **CMRRA Direct**, at no additional cost. All you need is a web browser, and a variety of online services will be available to you, reducing your time, effort and costs.

Through CMRRA Direct, you can review your song registrations and the details of the licenses we've issued on your behalf. You can view and download your **royalty statements in PDF format**. You can also search all major record company **pending lists** which detail royalties owing for unlicensed goods and make a claim for these royalties right from your browser.

CMRRA Direct has won high praise from our clients – including the largest, most demanding multinational publishers – as a powerful communications and research tool.

CMRRA is committed to moving virtually all client services over to the web using **CMRRA Direct**. Join us now and get the full benefit of this remarkable system, at no additional cost.

Terms & Conditions – CMRRA Direct

WHEREAS, in order to facilitate web site communication between CMRRA and Publisher identified on the CMRRA Direct Application form attached hereto as **Form ‘B’**, in **Part I** of this Agreement, upon acceptance by CMRRA of the application made by Publisher (“Application”),

NOW, THEREFORE, Publisher and CMRRA agree as follows:

1. The Terms and Conditions in this Schedule ‘B’ form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together form a single executed document.
2. CMRRA will make available to Publisher through its world wide web site (the current URL of which is <http://www.cmrra.ca>) certain services (“CMRRA Direct”) including, but not limited to, systems allowing Publisher to provide CMRRA with information and to request information from CMRRA in the ordinary course of Publisher’s business with CMRRA pursuant to the Publisher Affiliation Agreement. CMRRA will use its best efforts to make CMRRA Direct available during ordinary business hours but Publisher recognizes that the availability of CMRRA Direct may be interrupted for the purposes of maintenance or upgrading by CMRRA or through factors beyond the control of CMRRA.
3. Publisher represents and warrants that all information it provides to CMRRA through CMRRA Direct shall be true and accurate.
4. Publisher shall be responsible for creating and maintaining their user identification codes (“UserIDs”) and associated passwords (“Passwords”) to be used by its employees (“Publisher Access Codes”). Publisher, and all persons issued Publisher Access Codes, shall keep same confidential and protect same from disclosure to others. Publisher shall immediately notify CMRRA and shall change any Publisher Access Code that has been lost, stolen, misused or may have become known to anyone other than the person to whom it was issued by Publisher.
5. CMRRA shall be entitled to rely upon any message, instruction or notification (“Messages”) sent by a person who has authenticated himself or herself using a Publisher Access Code and Publisher agrees to assume the risks inherent in such dealings. Any such Messages shall be effective as if executed and delivered by Publisher as an original signed document. Except and unless due to the negligence of CMRRA, Publisher shall be bound by and responsible for any such written Messages received by CMRRA from a person using a Publisher Access Code, whether actually authorized by Publisher or not. Publisher acknowledges that Messages may now or may in the future include advice relating to new releases or notification of changes to song ownership, royalty payment and mailing instructions.
6. Publisher acknowledges that beyond initially confirming Publisher’s identity through the issuance of a confidential Publisher confirmation code, CMRRA is under no obligation to confirm the actual identity or the authority of any user of a Publisher Access Code. CMRRA may decline or delay acting upon any instruction or executing any transaction for any reason, including, but not limited to, ambiguous or incomplete instructions, or concerns about the authenticity of the instructions received by CMRRA.

7. From time to time, Publisher may be asked to signify its agreement to an on-line contract by clicking on a specified button (such as one marked “AGREE” or “ACCEPT”) located on an applicable form on CMRRA Direct. CMRRA may rely upon such action as equivalent to Publisher’s signed written agreement to such a contract with equivalent legal force and effect.
8. Notwithstanding **Part II, section 13** of the Publisher Affiliation Agreement, CMRRA may terminate any product or service, or Publisher’s access to any product or service, located on CMRRA Direct at any time without having to provide written notice to that effect.
9. CMRRA may provide any notices associated with this Agreement to Publisher through CMRRA Direct.
10. Publisher agrees that CMRRA’s records of electronic communications will be admissible in any legal, administrative or other proceeding as equivalent to original written documents and shall be conclusive proof of the information contained in such electronic communications.
11. Publisher acknowledges that the Internet is a rapidly evolving and relatively new technology and that CMRRA cannot ensure the privacy or authenticity of any information or instructions that Publisher sends or are sent to Publisher over the Internet.
12. Publisher shall provide CMRRA with all requested information and materials as outlined in the **CMRRA Direct Registration Form**, attached hereto as **Form ‘B’**, in **Part I** of this Agreement. If Publisher does not submit the aforementioned information and materials, Publisher will not have access to CMRRA Direct.

A completed copy of the CMRRA Direct Registration Form will be returned to Publisher indicating CMRRA’s acceptance of Publisher’s application. CMRRA will create and supply Publisher an Administrator Access Code to be used by Publisher for creating, deleting and managing Publisher Access Codes.

Schedule ‘C’: Online Music Distribution and Webcasting

The pace of change keeps getting faster and is nowhere more apparent than in the online world. Millions of songs are being downloaded every year from a growing number of sources. Each time a song is streamed or downloaded, whether to a home computer or a portable digital music player, a permanent or temporary copy of that song is created. And much like mechanical royalties, the copyright owner is entitled to online royalties for these reproductions.

Because most online music services offer a large variety of songs and recordings, they often cannot license each musical work before offering it for sale on their site. In order to streamline their operation, the online music services look to CMRRA to obtain license for the largest number of musical works possible at a standard royalty rate. In light of this, CMRRA, together with la Société du droit de reproduction des auteurs, compositeurs et éditeurs au Canada (SODRAC) Inc., work together as CMRRA/SODRAC Inc. (CSI) to jointly license their repertoires to those online music services.

CSI received four million online license applications in the two years following the launch of the first online music service in Canada. The licensing of such a large quantity of works cannot be done effectively from multiple sources. In many cases, the online music services simply refrain from using songs that are not represented by CSI. If you want your songs to be licensed for online distribution, we urge you to sign up with CMRRA and be confident that your songs will not be overlooked. CMRRA is here to license these uses through CSI, and to collect royalties from the popular and ever-growing online music industry.

Terms & Conditions – Online Music Distribution and Webcasting

1. The Terms and Conditions in this Schedule ‘C’ form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together form a single executed document.
2. **Definitions:** In this Agreement, the following terms have the meanings set out below:
 - (a) “Permanent Download” means the electronic digital transmission of a musical work, which transmission results in the creation of a copy of the musical work on a user’s local storage device (including, but not limited to, the hard drive of the user’s computer, whether in random access memory or otherwise, and any recordable medium, whether or not embedded in a portable device), where such copy is available for listening at any time.
 - (b) “Limited Download” means the reception of an electronic digital transmission of a musical work, which transmission results in the creation of a copy of the musical work on a user’s local storage device (including, but not limited to, the hard drive of the user’s computer, whether in random access memory or otherwise, and any recordable medium, whether or not embedded in a portable device), where such copy is only available for listening for a limited time or for a limited number of times;
 - (c) “Reproduction” means the fixation of a musical work by any analog, digital, or other process now or hereafter devised, on any recording medium in any format or material form now known or hereafter devised including, but not limited to, the random-access memory (RAM) or hard disk of a computer and/or the random-access memory (RAM) or hard disk of a computer (including a server) at a remote location;
 - (d) “Stream” means an electronic digital transmission of a musical work, which transmission is designed so as not to result in the creation of a copy of the musical work on a user’s local storage device (including but not limited to the hard disk of the user’s computer, whether in random-access memory, read-only memory, or otherwise, and any recordable medium, whether or not embedded in a portable device), which copy could be available for listening other than at substantially the same time as the original transmission, and includes, for greater certainty: (i) a stream of one or more musical works selected by the user, which stream may be listened to at a time chosen by the user (an “On-Demand Stream”); (ii) a stream of a series of musical works selected by the transmitter of the stream, which stream can be listened to only at a time chosen by the transmitter (a “Non-Interactive Stream”); and, (iii) the streaming of musical works by a Webcasting Service;
 - (e) “Webcasting Service” means a service that provides continuous streaming of original audio programming, which programming: (i) consists in whole or in part of musical works; (ii) may be themed by genre or otherwise; and, (iii) is not subject to advance knowledge of or control by the user as to the sequence or timing of transmission of the musical works included in the program;

- (f) “Musical work” includes, for the purposes of the definitions in Subparagraphs 2(a), 2(b), and 2(c) above, a musical work embodied in a sound recording; and any terms defined in the Publisher Affiliation Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Publisher Affiliation Agreement.
3. **Engagement of CMRRA:** Publisher hereby authorizes CMRRA, for the Term of the Publisher Affiliation Agreement, and for the purposes set out herein, to act as its non-exclusive agent to authorize, by way of licenses granted by CMRRA on Publisher’s behalf (“Online Licenses”), the reproduction of copyrighted musical works in the Repertoire by persons, firms or corporations doing business in Canada (collectively, the “Online Music Services”) for the purposes of any type of Permanent Download (as defined in this Schedule ‘C’), and as its exclusive agent for the purposes of any type of Stream or Limited Download (each as defined in this Schedule ‘C’) that either originates from a source in Canada or is transmitted to a computer (which for purposes of this Schedule ‘C’ includes, but is not limited to, all types of recording media, storage media, and receiving devices now known or hereafter devised, including portable devices) in Canada.

Publisher hereby authorizes CMRRA to grant Online Licenses to Online Music Services in Canada on terms which are current for the music industry in Canada as may be approved from time to time by CMRRA’s Board of Directors, or pursuant to Tariffs filed by CMRRA before the Copyright Board of Canada.

4. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher in regards to Online Licenses, CMRRA shall be entitled to retain a commission of ten and one half percent (10.5%) from monies received by CMRRA on Publisher’s behalf. The amount of such commission may be changed from time to time by CMRRA’s Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days’ written notice of any such change.
5. **Termination:** Notwithstanding **Part II, section 13** of the Publisher Affiliation Agreement, Publisher may terminate the authorization granted to CMRRA under this Schedule ‘C’, with respect to any catalogue of works in the Repertoire, at any time upon six (6) months’ written notice to CMRRA. CMRRA may terminate this agreement if it elects to entirely cease carrying on business with respect to Online Licensing, but in no case shall CMRRA give Publisher less than six (6) months’ notice of such termination.

Schedule ‘D’: Synchronization Rights

Each time someone places or, “synchronizes”, music into film, television, commercials and other media, a copy of that music is created. As such, copyright owners are entitled to **synchronization royalties** from those copies.

Every “sync license” is different – this is *hand-made licensing*. It calls for detailed knowledge of the local marketplace and the “going rates”. That’s what CMRRA can offer you for the licensing of your songs for film, television, commercials, and more.

There are no surprises: every synchronization license is individually negotiated by CMRRA’s sync licensing experts *on your instructions*. With decades of experience in the Canadian marketplace, CMRRA can give you meaningful advice on rates and terms so that you’re not quoting in the dark. That means more licenses, and more income. And it’s non-exclusive, so you retain the right to license directly where you feel it’s appropriate.

Consider for a moment, the amount of music in a single film or television program, and then consider how many movies, TV shows and commercials are made every year.

Now imagine how much revenue could be generated for you.

Terms & Conditions - Synchronization

1. The Terms and Conditions in this Schedule ‘D’ form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together form a single executed document.
2. **Definitions:** In this Agreement, the following terms have the meanings set out below:
“Synchronization” means the placement of Works in film, television, commercials and other media.
3. **Engagement of CMRRA:** Publisher hereby authorizes CMRRA, for the Term of the Publisher Affiliation Agreement, and for the purposes set out herein, to grant exclusive and non-exclusive licenses for the reproduction of the Repertoire in Canada in synchronization with visual images on disc, tape, film or any other audio-visual support or medium, provided that no such license shall be issued by CMRRA without Publisher’s prior written instructions and consent as to the terms and conditions thereof.
4. **Payment of Royalties:** Notwithstanding **Part II, section 5** of the Publisher Affiliation Agreement, CMRRA shall forward all payments under such licenses to Publisher within thirty (30) days of receipt thereof by CMRRA together with a copy of the license duly executed by Licensee and by CMRRA on Publisher’s behalf.
5. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher in regards to Synchronization licenses, CMRRA shall be entitled to retain a commission of ten percent (10%) from monies received by CMRRA on Publisher’s behalf. The amount of such commission may be changed from time to time by CMRRA’s Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days’ written notice of any such change.

Schedule ‘E’: Broadcast Mechanical

One of the most exciting developments in years is CMRRA’s filing of a tariff against commercial radio stations for reproduction of music they make in the course of their operations. Radio broadcasters now create databases using digital copies of songs, allowing them to find songs faster, create programming easier, and generally make their businesses more efficient. Making digital copies has increased their profits, and copyright owners are entitled to a ***broadcast mechanical royalty***, as a result of that copying.

The current tariff is applicable only to commercial radio stations. Ethnic radio, campus stations and the public-owned Canadian Broadcasting Corporation (CBC) are not covered. These broadcasters will be the subject of one or more separate tariffs to be filed later. Your participation in the present program will ensure that you are signed up to participate in all future tariffs of a similar nature.

Canada’s *Copyright Act* make this a “***license it or lose it!***” proposition. Unlike standard mechanical licensing, or sync licensing, you can’t collect broadcast mechanical royalties on your own. The only way to collect this money is through a copyright collective, so we urge you to sign up with CMRRA – if you don’t license this right through a collective such as the CMRRA, you will miss out on this easy, and significant, source of revenue.

Terms & Conditions – Broadcast Mechanical

WHEREAS the *Copyright Act* of Canada (“Act”) has been amended at sections 30.8 and 30.9 to create certain exceptions to the right of reproduction of copyrighted musical works, allowing broadcasting undertakings to make certain reproductions of copyrighted musical works without the authorizations of their respective owners,

AND WHEREAS “broadcasting undertaking” has the meaning as defined in section 30.9(7) of the Act,

AND WHEREAS the effect of the said exceptions is nullified where a license to make such reproductions is available from a collective society,

AND WHEREAS CMRRA qualifies as a collective society for the purposes of the Act and the above-mentioned section thereof.

AND WHEREAS CMRRA has filed a series of Tariffs with the Copyright Board of Canada (“Board”) setting rates for Broadcast Mechanical royalties,

AND WHEREAS Publisher and CMRRA intend to benefit from the nullification of the said exceptions and, in this regard, intend to make licenses available to broadcasting undertakings authorizing them to make reproductions for the purpose contemplated in the above-enumerated sections of the Act, and otherwise,

NOW, THEREFORE, Publisher and CMRRA agree as follows:

1. The Terms and Conditions in this Schedule ‘E’ form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together form a single executed document.
2. **Assignment to CMRRA:** Publisher hereby assigns to CMRRA, for the Term of the Publisher Affiliation Agreement, and for the purposes set out herein, the exclusive right to authorize broadcasting undertakings in Canada to fix or reproduce any and all musical works presently included in those catalogues which Publisher has engaged CMRRA to represent for the purposes of mechanical licensing, as well as any new works that may be added to such catalogues during the term hereof and any further catalogues and musical works contained therein which Publisher engages CMRRA to represent for the purposes of mechanical licensing during the term hereof. Notwithstanding **Part II, section 2** of the Publisher Affiliation Agreement, the assignment of rights outlined in this Schedule ‘E’ is exclusive,
3. **Limitations:** Publisher’s assignment of such right to CMRRA is limited to the right to authorize reproductions of such musical works by such broadcasting undertakings in the ordinary course of their broadcasting activities, including those purposes enumerated in section 30.8 and 30.9 of the Act, and the right to authorize audio reproductions of such musical works by such broadcasting undertakings on an open-ended, blanket basis for use in their broadcasts but does not include the right to authorize such broadcasting undertakings to reproduce such musical works in commercials produced by or on behalf of broadcasting undertakings
4. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher in regards to Broadcast Mechanical royalties, CMRRA shall be entitled to retain a commission of eight percent (8%) from monies received by CMRRA on Publisher’s behalf. The amount of such commission may be changed from time to time by CMRRA’s Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days’ written notice of any such change.

5. **Termination:** Notwithstanding **Part II, section 13** of the Publisher Affiliation Agreement, Publisher may terminate this agreement at any time upon six (6) months' written notice to CMRRA at the above address. CMRRA may terminate this agreement if it elects to entirely cease carrying on business with respect to the collection of royalties for broadcasting undertakings in Canada but in no case shall CMRRA give Publisher less than twelve (12) months' notice of such termination.

Schedule ‘F’: Blank Media Levy

Since 1997, Canada’s copyright law has provided for the collection of a levy on the sale of blank media such as cassettes and recordable CD’s. **Every time a CD or other blank media is sold, publishers are entitled to a part of that revenue.** According to the legislation, the only way for publishers to collect this easy and excellent source of income is through a collective society. CMRRA collects royalties from the Blank Media Levy as a member of the CPCC (Canadian Private Copying Collective), and passes them on to its publishers.

Remuneration for private copying began in 2000. Since information is not available concerning exactly what tracks of recorded music are copied, CPCC has used – as proxies – the two most comprehensive available sources of information – data indicating the recorded music that is sold in retail outlets in Canada and data concerning the recorded music that is broadcast by commercial radio stations and CBC. Airplay and Sales data are believed to provide the best available indication of the titles that Canadians typically copy for private use, and are weighed equally. You cannot collect these royalties on your own, so we urge you to sign up with CMRRA to collect them for you – don’t miss out on this new source of revenue!

Terms & Conditions – Blank Media Levy

WHEREAS the *Copyright Act* of Canada (“Act”) has been amended by the addition of Part VIII to create a levy on the sale of blank audio recording media by copyright collectives,

AND WHEREAS CMRRA qualifies as a collective society for the purposes of the Act and the above-enumerated sections thereof,

AND WHEREAS CMRRA has filed a series of Tariffs with the Copyright Board of Canada (“Board”) setting rates for the said levy and has joined together with other collectives to form the Canadian Private Copying Collective (“CPCC”) and the Board has certified the Tariffs of CMRRA and CPCC,

AND WHEREAS Publisher wishes to engage CMRRA to collect said levy on its behalf,

NOW, THEREFORE, Publisher and CMRRA agree as follows:

1. The Terms and Conditions in this Schedule ‘F’ form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together form a single executed document.
2. **Assignment to CMRRA:** Publisher hereby assigns to CMRRA, for the Term of the Publisher Affiliation Agreement, and for the purposes set out herein, **all** rights of remuneration for private copying for the term hereof with respect to any and all musical works presently included in those catalogues which Publisher has engaged CMRRA to represent for the purposes of mechanical licensing, as well as any new works that may be added to such catalogues during the term hereof and any further catalogues and musical works contained therein which Publisher engages CMRRA to represent for the purposes of mechanical licensing during the term hereof. Notwithstanding **Part II, section 2** of the Publisher Affiliation Agreement, the assignment of rights outlined in this Schedule ‘F’ is exclusive.
3. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher in regards to the Blank Media Levy, CMRRA shall be entitled to retain a commission of eight percent (8%) from monies received by CMRRA on Publisher’s behalf. The amount of such commission may be changed from time to time by CMRRA’s Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days’ written notice of any such change.
4. **Termination:** Notwithstanding **Part II, section 10** of the Publisher Affiliation Agreement, Publisher may terminate this Addendum at any time upon six (6) months’ written notice to CMRRA. CMRRA may terminate this agreement if it elects to entirely cease carrying on business with respect to the collection of the private copying levy in Canada but in no case shall CMRRA give less than twelve (12) months’ notice of such termination.

PART III: ADDITIONAL INFORMATION

Appendix ‘A’: Song Registrations

Once you have affiliated with CMRRA, you may then submit your song registrations. There are four methods by which you can register your songs with CMRRA. All of them require that you provide the following information:

- **Song title:** We require the original song title as well as any alternate title for the song. This will speed up the licensing process in the event a license application is submitted for the alternate title. An alternate title is often referred to as an AKA which stands for “also known as”.
- **Writer(s)/Arranger(s):** We require the full name of all writers for each song. If you are notifying us of a copyrighted arrangement of a composition in the public domain, please provide the full name of the original authors and composers if known as well the name of the arranger(s).
- **Publisher and Share Information:** We require the name of the publisher and the total percentage administered by such publisher. The total percentage should incorporate both the writer and publisher shares. If you are a songwriter that has not entered into an agreement with a publishing company, you can consider yourself the publisher of your songs. Please review the examples provided on the following page to help you determine what percentage you should indicate on your registration.
- **IPI Number:** The IPI number is the Interested Party Identifier. This number serves to identify all rights holders, such as authors, composers and publishers, within the music industry. Each number is assigned and tracked in a global system operated by SUIA. Although the IPI number is not mandatory to register your songs with CMRRA, it would be helpful for you to provide this information when available. For more information on the IPI number, please visit www.ipisystem.org.

Example of Publisher and Share Information:

Example 1: You and a co-writer have written a song. You both agree to divide the ownership in half and individually collect the mechanical royalties for your respective share. Since you are entitled to collect half the song, the total percentage for your share would be 50%.

Example 2: You have co-written a song with several writers. All of you have agreed to divide the ownership of the song between each writer but you also agree that only one of you will collect the mechanical royalties for everyone’s share. Once collected, that person will be responsible for distributing the income to the individual writers. If you are the person entitle to collect for all shares, your registration should indicate a share of 100%.

Example 3: You are a publisher who has entered into a publishing agreement with a writer. According to this agreement, you are entitled to collect both the publisher and the writer shares. If the song you want to register with CMRRA was solely written by your writer, your registration should indicate a share of 100%. **Important: Please do not register your ownership as “50/50”!** We are unable to add such information to our database.

Song Registration Methods: You can register your songs with CMRRA either electronically or on paper (by mail or fax). The preferred method is to file electronically using the following formats:

1. The best electronic means of registering songs with CMRRA is by using the Common Works Registration (CWR) format. The purpose of CWR is to provide mid to large sized publishers and societies with a standard format for the registration of works. It allows publishers to create one registration file and send it to participating societies around the world resulting in significant savings in time and resources. For more information on the CWR format, please visit www.commonworksregistration.com. If you are equipped to register your songs in CWR format, please contact's CMRRA Membership Services Department to set up the proper channels to deliver your files.
2. The next best alternative for all publishers is to register songs by emailing an electronic spreadsheet, such as Microsoft Excel or Lotus 123 to **songregistrations@cmrra.ca**.
3. The second best alternative is to register your songs by typing the necessary information in an email and forwarding it to **songregistrations@cmrra.ca**.
4. If the first three options are not available to you, you may send your registrations in paper format, either by mail or fax. CMRRA has a form available for this purpose although the use of this form is not mandatory as long as your registration contains all the above information. Please contact CMRRA to obtain a copy of this form entitled "Advice of Copyright Information".

If you have any questions regarding the registrations of your songs or catalogue information, please contact us at 416-926-1966 and ask for our Membership Services Department. We're here to help!

Appendix 'B': Advice of Canadian Release

Please use this form to provide information regarding the recordings you wish CMRRA to license on your behalf. Fields marked * are **mandatory**. All other fields are optional and should be completed where applicable. Areas in grey are for CMRRA office use only. **NOTE: The use of this form is not mandatory – you are at liberty to provide CMRRA with this information in a different format.** If you choose to use this form, please complete a separate form for each song/recording. If you have any questions about this form, please refer to the enclosed instructions or call CMRRA's Membership Services Department.

A. Publisher Information		
*Name:	PUB #	
Contact Person:		
*Address:	Email:	
*City:	*Phone:	
*Province/State:	*Fax:	
*Country:	*Postal Code/ZIP:	
B. Musical Work		
*Song Title:	PUB #	
a.k.a.:		
*Composer(s):		
Arranger(s):		
*Publisher Name and Share:	%	PUB #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
C. Recording		
*Record Company Name:	PUB #	
Contact Person:		
*Address:	Email:	
*City:	*Phone:	
*Province/State:	*Fax:	
*Country:	*Postal Code/ZIP:	
<input type="checkbox"/> Vocal Version <input type="checkbox"/> Instrumental Version <input type="checkbox"/> Used in a Medley		
*Album Title:		
Release Date:	Running Time: _____ Min. _____ Sec.	
Contrivance: _____ Catalogue No. : _____ CD _____ Cassette _____ Other: _____		
D. PUBLISHER SIGNATURE		
*Signed: _____ *Date: _____		

Instructions for the completion of CMRRA’s “Advice of Canadian Release” Form

SECTION A - Publisher Information: In this section, we are seeking information about you, the publisher of the musical work in question.

SECTION B - Musical Work: In this section, we are seeking all pertinent information regarding the compositions you own or administer.

Song Title and AKA: Please indicate the complete song title in the space provided. Please list any alternate titles to the song (AKA’s) as well. This will speed up the licensing process in the event we receive a license application for an AKA title.

Composer(s)/Arranger(s): Please indicate the full name of all writers for each song. If you are notifying us of a copyrighted arrangement of a composition in the public domain, please indicate the full name of the arranger(s).

Publisher Name and Share (%): Please indicate the name of the publisher and the total percentage administered by such publisher. The total percentage should incorporate both the writer and publisher shares. If you are a songwriter that has not entered into an agreement with a publishing company, you can consider yourself the publisher. Please refer to Part III, Appendix A “Song Registrations” of CMRRA’s Affiliation Kit for further information on Publisher and Share requirements.

SECTION C - Recording: In this section, we are seeking all pertinent information respecting the recording of the musical work(s) you wish CMRRA to license on your behalf.

NOTE - “In-House” Releases: Where a person or entity is producing/manufacturing a recording on which the compositions are owned/administered by this same person/entity, we consider this an “in-house” recording, where everything is handled under one roof. Because the person making the recording is also the copyright owner of the musical composition(s), licenses from CMRRA are not necessary. As such, you do **not** need to complete the Advice of Canadian Release form to inform us of in-house recording information.

Record Company: Provide the full name of the record company releasing the recording as well as its address, contact name, phone and fax information.

Artist: Provide the full name of the artist or group performing the composition of the recording.

Vocal Version/Instrumental Version/Used in Medley: Indicate which version of the composition is performed (vocal or instrumental) and if it is performed as part of a medley.

Product Title: Provide the full title of the album.

Release Date: Indicate the date at which the product is/was released for sale or give away, if known.

Running Time: Provide the running time of the composition as embodied in the recording, if known.

Contrivance and Catalogue No.: Provide the format of the recording (CD, cassette, etc.) and catalogue number assigned by the record company for each contrivance. (A catalogue number identifies a product and is often located on the product itself and/or accompanying printed matter.)