



CANADIAN MUSICAL REPRODUCTION RIGHTS AGENCY LTD.  
AGENCE CANADIENNE DES DROITS DE REPRODUCTION MUSICAUX LTÉE

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CAROLINE RIOUX

PRESIDENT

[crioux@cmrra.ca](mailto:crioux@cmrra.ca), ext. 234

Dear Music Publisher,

***Welcome to CMRRA!***

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

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 licences issued on time, and your royalties to be collected effectively and paid without delay. CMRRA can handle all of your royalty needs, from mechanical and online 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. Client service is, and will always be, the name of the game.

CMRRA's strength comes from its clients. With no statutory licence, we speak most effectively, and negotiate best, when we've got as many music publishers on board as possible.

I would invite you to read each section of our affiliation package for detailed information on all of our services. Part I outlines each individual affiliation offered by CMRRA as well as a checklist to specify the affiliations for which you would like to register. Part II contains the general terms and conditions of the affiliation agreement and, separately, the terms and conditions specific to each individual affiliation. Part III 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 our Membership Services Department.

Sincerely,



Canadian Musical Reproduction Rights Agency Ltd  
 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 **Part I** (Affiliation Selection Checklist) of this Agreement and return to CMRRA. We will return a countersigned copy to you.
- ✓ Please keep **Part II** for your records. Ensure you read all Terms and Conditions contained in Part II prior to completing and/or signing Part I of this Agreement.
- ✓ **Part III** may be completed as needed.

*All copies may be returned to CMRRA by email at [registrations@cmr.ca](mailto:registrations@cmr.ca). For assistance, please call CMRRA at (416) 926-1966 and ask for Membership Services.*

**PART I: AFFILIATION SELECTION CHECKLIST**

***Publisher Information***

Name of Publisher: \_\_\_\_\_

CAE/IPI Number: \_\_\_\_\_

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)
<b>Mechanical Licensing &amp; CMRRA Direct</b> <i>As defined by the Terms and Conditions outlined in Part II, Schedule 'A' (Please complete Part I, Forms 'A' and 'A.2')</i>		
<b>Online Music Distribution and Webcasting</b> <i>As defined by the Terms and Conditions outlined in Part II, Schedule 'C'</i>		
Schedule 'D' Intentionally Omitted		
<b>Broadcast Mechanical (Audio Only)</b> <i>As defined by the Terms and Conditions outlined in Part II, Schedule 'E'</i>		
<b>Blank Media Levy</b> <i>As defined by the Terms and Conditions outlined in Part II, Schedule 'F'</i>		
Schedule 'G' Intentionally Omitted		
<b>Audiovisual Post-Synchronization Reproduction</b> <i>As defined by the Terms and Conditions outlined in Part II, Schedule 'H.2'</i>	See the attached <i>Affiliation Selection Checklist – Appendix</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 'H.2', in relation to each of the services requested by Publisher in this *Affiliation Selection Checklist* and, if applicable, the *Affiliation Selection Checklist – Appendix*.**

\_\_\_\_\_  
 Publisher's Signature

\_\_\_\_\_  
 Name and Title (Please Print)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 CMRRA Ltd.

*Caroline Rioux, President*  
 Name and Title

\_\_\_\_\_  
 Date

**AFFILIATION SELECTION CHECKLIST -- APPENDIX**

**In addition to any affiliations set out in the *Affiliation Selection Checklist*, for each Audiovisual Post-Synchronization Reproduction 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.*

AUDIOVISUAL POST-SYNCHRONIZATION REPRODUCTION AFFILIATIONS	INITIAL HERE	DATE OF SIGNATURE (MM/DD/YYYY)	ASSIGNMENT DATE (MM/DD/YYYY)
<b>C) Music Videos – Online, Video-on-Demand, and Other Non-Traditional Dissemination</b> <i>As defined by the Terms and Conditions outlined in Part II, Schedule ‘H.2’</i>			<b>01/01/2015</b>
<b>D) YouTube</b> <i>As defined by the Terms and Conditions outlined in Part II, Schedule ‘H.2’</i>			<b>01/01/2015</b>

**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, Schedule ‘H.2’, in relation to the licensing of each type of use indicated in this *Affiliation Selection Checklist – Appendix*.**

### **Form 'A': Payment and Mailing Instructions**

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

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

**Form 'A.2': Electronic Funds Transfer Authorization Form**

The information provided below about your organization's financial institution will be used by CMRRA to make electronic funds transfer payments of your royalties.

PLEASE PRINT CLEARLY. ALL FIELDS ARE REQUIRED TO BE FILLED IN TO COMPLETE ELECTRONIC FUNDS TRANSFER SETUP. **YOU MUST ALSO ATTACH A VOIDED CHEQUE COPY TO CONFIRM THE ACCOUNT INFORMATION.**

PAYEE INFORMATION		
Name of Publisher Payee (CMRRA Account):		Telephone Number:
Name Registered on Bank Account:		Fax Number:
Address: (P.O. Boxes are not acceptable)		Email address:
City:	Province/State:	Postal/Zip Code:

FINANCIAL INSTITUTION INFORMATION		
Name of Financial Institution:		Telephone Number:
Address:		
City:	Province/State:	Postal/Zip Code:

ACCOUNT INFORMATION		
<b>Select one only:</b>		
<input type="checkbox"/> CAD \$ Account in Canada	<input type="checkbox"/> USD \$ Account in Canada	
<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank Code/Inst. No	Transit/Branch Number	Account Number
<input type="checkbox"/> USD \$ Account in USA		
<input type="text"/>	<input type="text"/>	
ABA Routing Number	Account Number	
Account Type (USA Only):	<input type="checkbox"/> DCC = Demand Credit	<input type="checkbox"/> PDC = Savings Credit
<i>Note: Demand Credit typically represents a business account while Savings Credit represents a personal account.</i>		

**AUTHORIZING SIGNATURE:** By signing this document, you are authorizing payments made to Payee by CMRRA to be sent to the above account via electronic funds transfer.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_



**Canadian Musical Reproduction Rights Agency Ltd**  
**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**

- 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.
- 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 ‘H.2’** herein require Publisher to engage CMRRA as the exclusive agent for those services, as set out therein.
- Royalty Collection:** Publisher authorizes CMRRA, as its agent, to collect all monies due for the use of the Repertoire by licensees of CMRRA.
- 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.
- 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.
- 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 tortuous 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 'C' through 'H.2'**. 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 'H.2'**, 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 'H.2'** 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 'H.2'**, 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 on a physical product, such as on a CD or LP, 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. The MLA also deals with administrative provisions such as reporting requirements, reporting formats, as well as the treatment of, reserves, free goods, promotional copies, controlled composition clauses, deletes, and more. The MLA has been signed by each of the major record companies and many independent labels doing business in Canada.

In 2010, the settlement of a class action dealing with unpaid mechanical and video royalties by the major record labels further changed the licensing landscape in Canada. The settlement calls for the implementation of new mechanical licensing systems and processes to avoid the accumulation of unpaid royalties in the future, and to promote the timely payment of royalties to all rightsholders.

All newly released physical audio recordings by the major record companies as of **January 1, 2013** will be licensed by CMRRA by way of this new system. To optimize the efficiency of the system, CMRRA is using sophisticated standard electronic formats to exchange musical work, recording and licensing information with its licensees. For further information regarding the Canadian mechanical licensing process, please visit CMRRA's website at [www.cmrra.ca](http://www.cmrra.ca). Furthermore, CMRRA is leveraging this new information system to bring multiple efficiencies to the licensing and royalty distribution processes related to products released by independent labels.

As a CMRRA mechanical royalties affiliate, you will receive your royalties in the fastest possible way and you will have access to all available information online via CMRRA Direct, such as work registration, licence and royalty statement data. Consider CMRRA's expert staff, and the fact that CMRRA's mechanical licensing commission rate is one of the lowest in the world: eight percent, and then ask yourself: ***can you deliver faster, more effective service for only eight 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 vinyl LPs.
  - “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, in accordance with the CMRRA Direct Terms of Use.

## **Schedule ‘C’: Online Music Distribution and Webcasting**

The pace of change keeps getting faster and is nowhere more apparent than in the online world. Tens of millions of songs are being downloaded and streamed every year from a growing number of sources. Each time a song is streamed or downloaded, whether to a home computer or a portable device, a permanent or temporary copy of that song is created. And just like the reproduction of musical works on physical copies, the copyright owner is entitled to royalties for these digital 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 addition, the licensing of such a large quantity of works cannot be done effectively from multiple sources. In order to streamline their operation, the online music services look to CMRRA to obtain licences for the largest number of musical works possible at a standard royalty rate. For this reason, CMRRA, together with SODRAC (Société du droit de reproduction des auteurs, compositeurs et éditeurs au Canada), jointly license their repertoires to the online music services under the umbrella of CMRRA-SODRAC Inc. (CSI).

If you want your songs to be licensed for online distribution in Canada, we urge you to sign up with CMRRA. CMRRA is here to license these uses through CSI, and collect royalties generated from the ever-growing popularity of online music distribution. For further information on the royalty rates applicable in Canada for online music distribution, please visit CSI’s website at [www.cmrrasodrac.ca](http://www.cmrrasodrac.ca).

### **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 'E': Broadcast Mechanical**

Several years ago, CMRRA began licensing the reproduction of musical works made by commercial and satellite radio stations in the course of their operations. Radio broadcasters create databases using digital copies of songs, allowing them to find songs faster, create programming easier and generally make their business more efficient. Making digital copies has increased profits for broadcasters, and copyright owners are entitled to a ***broadcast mechanical royalty***, as a result of that copying.

Canada's Copyright Act makes this a "license it or lose it!" proposition. Unlike mechanical 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 licence this right through a collective such as CMRRA, you will miss out on this significant source of revenue.

Commercial and satellite radio stations are licensed pursuant to tariffs certified by the Copyright Board of Canada. In addition, CMRRA has entered into licensing agreements with pay-audio music services and with the public-owned Canadian Broadcasting Corporation (CBC), and we're pursuing the licensing of other non-commercial radio stations, such as campus and community radio stations. These broadcasters may be the subject of one or more separate tariffs or licensing agreements in the future. Your participation in this program will ensure that you are signed up to benefit from all future licensing activities of a similar nature.

### **Terms & Conditions – Broadcast Mechanical**

WHEREAS the *Copyright Act* of Canada ("Act") has been amended 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 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 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 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 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 13** 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.

## **Schedule 'H.2': Audiovisual Post-Synchronization Reproduction**

### **Terms & Conditions –Audiovisual Post-Synchronization Reproduction**

1. The Terms and Conditions in this Schedule 'H.2' form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together with those General Terms and Conditions form a single executed document.
2. **Definitions:** In this Schedule 'H.2', the following terms have the meanings set out below:
  - a. "Affiliation Selection Checklist" means the *Affiliation Selection Checklist* that forms Part I of the Publisher Affiliation Agreement, as amended by the *Affiliation Selection Checklist – Addendum*, if applicable;
  - b. "Assignment Date" means, in relation to each Elected Purpose, the date on which Publisher assigns to CMRRA the exclusive right to authorize Post-Synchronization Reproduction pursuant to paragraph 3(a) of this Schedule 'H.2';
  - c. "Audiovisual Content" means any combination of sounds and visual images that are intended to inform, enlighten, or entertain, irrespective of its duration, initial intended use, or manner of distribution;
  - d. "Audiovisual Repertoire" means the Repertoire or such portion thereof as Publisher owns or has the right to administer for the purpose of Post-Synchronization Reproduction;
  - e. "Elected Purpose" means any purpose for which Publisher has authorized CMRRA to grant licenses pursuant to section 3 of this Schedule 'H.2', as indicated by Publisher on the Affiliation Selection Checklist as amended from time to time;
  - f. "Music Video" means a video clip, short film, or other similar Audiovisual Content of short duration, other than User Generated Content, in which the combination of sounds and visual images that are predominantly intended to feature and represent one or more Works;
  - g. "Post-Synchronization Reproduction" means the reproduction of a Work as embodied in existing Audiovisual Content, by any person or entity, in any material form and by any process now known or hereafter devised, but excludes the right to reproduce that Work (i) in synchronization or timed relation with visual images, with any other musical work, or with any sound recording or performer's performance, other than as expressly authorized herein, or (ii) in any advertisement or other promotional material, whether or not related to the Audiovisual Content in which the Work is embodied, unless Publisher has authorized the initial reproduction of that Work in the advertisement or other promotional material;
  - h. "Service" means any service that transmits Audiovisual Content to end users by any means of telecommunication now known or later devised, including via the Internet or other similar computer network;
  - i. "Simulcast" means, in relation to a broadcast signal transmitted by a Service through Traditional Broadcasting, the simultaneous, unaltered, real-time streaming of that broadcast signal by the same Service via the Internet or other similar computer network;
  - j. "Traditional Broadcasting" means the transmission of Audiovisual Content to end users by means of broadcasting (as that term is defined in section 2 of the *Broadcasting Act*, S.C. 1991, c. 11), excluding any video-on-demand, any dissemination of Audiovisual Content via the Internet for a fee, and any podcasting of Audiovisual Content, but including any Simulcast; and
  - k. "User Generated Content" means any Audiovisual Content that includes one or more musical works and that is created by anyone other than the creator or creators of the underlying musical work(s) or a person authorized by the creator or creators.
3. **Engagement of CMRRA:**
  - (a) Publisher hereby:
    - (i) assigns to CMRRA, for the remainder of the Term of the Publisher Affiliation Agreement, the exclusive right to authorize, in Canada, the Post-Synchronization Reproduction of any and all Works in the Audiovisual Repertoire, for the Elected Purposes, at any time on or after the Assignment Date (including but not limited to the exclusive right to bring legal action and seek

any and all available remedies for any unauthorized Post-Synchronization Reproduction, whether or not occurring after the Assignment Date); and

- (ii) authorizes CMRRA to act as its exclusive agent for the purpose of granting licenses and taking any other steps that CMRRA, in its discretion, deems necessary or desirable in order to secure royalties or other compensation for Post-Synchronization Reproduction of Works in the Audiovisual Repertoire, for the Elected Purposes, at any time prior to the Assignment Date.

Pursuant to the rights and authorizations hereby granted, CMRRA may grant licenses to Services accessible from within Canada, on such terms as may be approved from time to time by CMRRA's Board of Directors, either by private agreement or pursuant to tariffs filed by CMRRA with the Copyright Board of Canada, and, notwithstanding anything else in the Publisher Affiliation agreement, may name Publisher as a party to any legal action commenced against any third party in relation to Post-Synchronization Reproduction.

(b) Notwithstanding **Part II, section 2** of the Publisher Affiliation Agreement, the rights and authorizations granted by Publisher pursuant to this Schedule 'H.2' are exclusive. Publisher may elect on the Affiliation Selection Checklist to grant these rights and authorizations to CMRRA for either or both of the following purposes:

**C) Music Videos – Online, Video-on-Demand, and Other Non-Traditional Dissemination –** The authorization of Post-Synchronization Reproduction of Works embodied in Music Videos, by Services other than YouTube, other than in the course of Traditional Broadcasting.

**D) YouTube –** The authorization of Post-Synchronization Reproduction of Works embodied in any type of Audiovisual Content by YouTube, including, as necessary, the right to authorize the reproduction of the music and lyrics, lyrics alone, or music alone of any Work.

4. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher pursuant to this Schedule 'H.2', CMRRA shall be entitled to retain a commission equal to eight percent (8%) of any and all monies received by CMRRA in relation to the Post-Synchronization Reproduction of Works in the Audiovisual Repertoire. 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, generally or in relation to any one or more Elected Purpose(s), upon six (6) months' written notice to CMRRA at the above address. However, if one or more CMRRA tariffs have been certified by the Copyright Board in relation to any Elected Purpose, termination will take effect in relation to that Elected Purpose only as of the first day after the end of the term of the longest applicable tariff that is in effect on the date CMRRA receives Publisher's notice of termination. CMRRA may terminate this agreement, generally or in relation to any one or more Elected Purpose(s), upon six (6) months' written notice to Publisher, if it elects to cease carrying on business with respect to the collection of royalties for Post-Synchronization Reproduction and/or any Elected Purpose.



## PART III: ADDITIONAL INFORMATION

### Appendix 'A': Work Registrations

After affiliating with CMRRA, you may then submit your song registrations. There are three methods by which you can register works with CMRRA. All of them require that you provide the following information:

- **Work 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 work. 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 to be the publisher of your songs. Please review the examples provided below 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 SUISA. Although the IPI number is not mandatory to register works 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](http://www.ipisystem.org).

#### **Examples 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 entitled 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.

**Work Registration Methods:** Depending upon the volume of your catalogue, please register works using one of the three following options:

1. The best electronic means of registering works 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. If you are equipped to register your songs in CWR format, please contact CMRRA's Membership Services Department to set up the proper channels to deliver your files.
2. The second best alternative is to register works individually through our online portal, known as CMRRA Direct. Once your affiliation agreement has been processed, further information about signing up for CMRRA Direct will be provided.
3. The next best alternative to register works is to email a completed CMRRA Song Registration form to [registrations@cmrra.ca](mailto:registrations@cmrra.ca). This form is available for download from our website under "[Forms for Music Publisher Clients](#)".

***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.

<b>A. Publisher Information</b>		
*Name:	PUB #	
Contact Person:		
*Address:	Email:	
	*Phone:	
*City:	Fax:	
*Province/State:		
*Country:	*Postal Code/ZIP:	
<b>B. Musical Work</b>		
*Song Title:	PUB #	
a.k.a.:		
*Composer(s):		
Arranger(s):		
*Publisher Name and Share:	%	PUB #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<b>C. Recording</b>		
*Record Company Name:	PUB #	
Contact Person:		
*Address:	Email:	
	*Phone:	
*City:	Fax:	
*Province/State:		
*Country:	*Postal Code/ZIP:	
*Artist:		
<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 ____    Digital ____	_____	
Other: _____		
<b>D. PUBLISHER SIGNATURE</b>		
*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 work. 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 "Work 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 musical works are fully 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, unless the song has been released digitally.

**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 recording of the composition.

**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.

**Album 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, digital, 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 material).