

~~COPYRIGHT BOARD~~

~~Tariff 1.C – Radio – Canadian Broadcasting Corporation (SOCAN: 2015-2018; PROPOSED TARIFF~~

~~Filed with the Copyright Board by Re:Sound: 2012-2019)~~

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~~See also: CBC Radio Tariff (SOCAN: 2015-2018; Re:Sound: 2012-2019), 2020 CB 016~~

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~~TARIFF 1.C – RADIO – CANADIAN BROADCASTING CORPORATION (SOCAN: 2015-2018; RE:SOUND: 2012-2019)~~

~~Proposed Tariff Title: *Re:Sound Tariff 1.C – CBC Radio and Simulcasts (2025-2029)*~~

~~For the communication to the public by telecommunication, in Canada, of published sound recordings embodying musical works and performers' performances of such works.~~

~~Proposed Short Title: *Re:Sound CBC Tariff (2025-2029)*~~

~~Effective Period: 2025-01-01 – 2029-12-31~~

RE:SOUND TARIFF 1.C – CBC RADIO AND SIMULCASTS (2025-2029)

Short Title

1. This tariff may be cited as the *Re:Sound CBC Radio Tariff (SOCAN: 2015-2018; Re:Sound: 2012-2019)-2025-2029*.

Definitions

2. In this tariff,

“device” means any device capable of receiving and playing a ~~digital file of a musical work~~, including a computer, digital media player, cellular phone, smartphone, or tablet; (« *appareil* »)

»)

“file” means a digital file of a sound recording of a musical work or a part thereof, whether or not that sound recording has been published, is in the public domain, is eligible to receive

equitable remuneration or is within the repertoire of Re:Sound; (« fichier »)
“month” means a calendar month; (« mois »)

“play” means a single communication of a file or a part thereof, to a single person;
(« écoute »)

“simulcast” means the simultaneous, ~~real-time~~ communication of an over-the-air CBC radio broadcast to which this tariff applies, via the Internet or another digital network, to a device, which is identical to the original signal and over which the recipient exercises no control over the content or the timing of the communication. For example, the recipient cannot skip, pause, rewind or fast-forward the communication of a file or influence the content of the communication by indicating a preference for a musical genre, artist or sound recording; ~~(« diffusion simultanée »)~~. If the possibility of such interaction exists, a communication is not a simulcast, regardless of whether the end user interacts with the communication or not; (« diffusion simultanée »)

“year” means a calendar year. (« année »)

Application

3. (1) This tariff sets the royalties to be paid to Re:Sound by the Canadian Broadcasting Corporation/Radio-Canada (“CBC”) for the communication to the public by telecommunication, in Canada, of ~~musical and dramatico-musical works in the repertoire of SOCAN for the years 2015 to 2018 and of~~ published sound recordings embodying musical works and performers’ performances of such works ~~in the repertoire of Re:Sound for the years 2012-2019~~, by over-the-air radio broadcasting and simulcast by the radio networks and stations owned and operated by ~~the~~ CBC.

(2) For greater certainty, this tariff does not apply to the public performance of sound recordings, or to a communication to the public by telecommunication by a background music supplier, by satellite radio, in connection with the transmission of a pay audio signal or by non-interactive or semi-interactive webcast/streaming. This tariff does not apply to the communication to the public by telecommunication of sound recordings to end-users via the Internet or another digital network, to a device, except by simulcast.

Royalties

4.- (1) CBC shall pay, ~~per month, to Re:Sound~~ on the first day of each month, ~~the following amounts to SOCAN and Re:Sound \$300,000~~ for its over-the-air radio broadcasting ~~and in that month.~~

(2) CBC shall pay to Re:Sound no later than 14 days after the end of each month, for its simulcasts in that month, the greater of:

Table 1: Monthly Royalties

YEAR	SOCAN	RE:SOUND
2012	n/a	\$112,110.68
2013	n/a	\$113,399.95
2014	n/a	\$114,851.30
2015	\$144,406.60	\$117,140.57
2016	\$144,406.60	\$118,616.53
2017	\$144,406.60	\$119,802.70
2018	\$144,406.60	\$121,348.15
2019	n/a	\$121,348.15

(a) ~~(2) The~~\$45,000; and

(b) \$0.0017 for each play of a file in Canada by simulcast.

(3) Together with its monthly payment under section 4(2), CBC shall provide Re:Sound with a report setting out:

(a) the number of plays of each file by simulcast;

(a) the total number of plays of all files by simulcast; and

(b) the total simulcast audience relative to the over-the-air broadcast audience.

(4) All royalties ~~set in subsection (1)~~payable under this tariff are exclusive of any applicable federal, provincial or other ~~government~~governmental taxes or levies of any kind.

Interest on Late Payments

~~5. Any amount not received by the due date shall bear interest from that date until the date the amount is received. Interest shall be calculated daily at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.~~

Music Use Information

~~6. (1) Each~~5. (1) No later than 14 days after the end of each month, CBC shall provide to ~~both SOCAN and Re:Sound,~~ the sequential lists of all musical works, and published sound recordings ~~embodying musical works,~~ or parts thereof, broadcast during the previous month by each of CBC's conventional radio services, as may be applicable. For greater

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clarity, sequential list reporting requires full music use reporting for each day of the month, for 365 days per year. Each entry shall include the following information:

- ~~(a)~~ (a) the date, ~~time, duration~~ of the broadcast;
- ~~(a)(b)~~ (b) the time of the ~~musical work and sound recording, and the type of~~ broadcast ~~(e.g. local, regional);~~;
- ~~(c)~~ (b) the title of the sound recording;
- ~~(d)~~ (d) if the sound recording was released as part of an album, the name, identifier, product catalogue number and Universal Product Code (UPC) assigned to the album, together with the associated disc and track numbers;
- ~~(e)~~ (e) the name of the record label or maker that released the sound recording;
- ~~(f)~~ (f) the name of each author of the musical work;
- ~~(g)~~ (g) the name of the music publisher associated with the musical work;
- ~~(h)~~ (h) the name of each performer or group to whom the sound recording is credited;
- ~~(i)~~ (i) the running time of the sound recording as broadcast, in minutes and workseconds;
- ~~(j)~~ (j) the running time of the sound recording as listed on the album, in minutes and the name of its author, composerseconds;
- ~~(k)~~ (k) the International Standard Recording Code (ISRC) assigned to the sound recording;
- ~~(b)(l)~~ (l) the Global Release Identifier (Grid) assigned to the sound recording and arranger; if applicable, the Grid of the album or bundle in which the sound recording was released;
- ~~(m)~~ (e) any alternative title used to designate the musical work or sound recording;
- ~~(e)(n)~~ (n) the type of usage (feature, theme, background, etc.);

~~(d) the title and catalogue number of the album, the name of the main performer or performing group and the record label or maker that released the sound recording, and whether the track performed is a published sound recording;~~

- ~~(o)~~ (e) the International Standard Musical Work Code (ISWC) assigned to the musical work;
- ~~(p)~~ (p) the type of broadcast (local, regional);
- ~~(q)~~ (q) the name of the program; and
- ~~(d)(r)~~ (r) the station (including call letters) and location of the station on which the ~~musical work or~~ sound recording was broadcast; ~~and~~;

~~(f) where possible, the International Standard Musical Work Code (ISWC) of the work, the Universal Product Code (UPC) of the album, the International Standard Recording Code (ISRC) of the sound recording, the names of all of the other performers (if applicable), the~~

~~duration of the musical work and sound recording as listed on the album and the disc and track numbers on the album.~~

(2) The information set out in ~~subsection~~ section 5(1) shall be provided electronically, in Excel format or in any other format agreed upon by ~~SOCAN,~~ Re:Sound and CBC, with a separate field for each piece of information required in ~~paragraphs~~ subsections (a) to (f); ~~no later than 15 days~~ r).

Records and Audits

6. (1) CBC shall keep and preserve, for a period of six months after the end of the month to which it relates they relate, records from which the information set out in section 5(1) can be readily ascertained.

(2) CBC shall keep and preserve, for a period of six years after the end of the year to which they relate, records from which the calculation of CBC's payments under section 4(2) can be readily ascertained, including the information required under section 4(3).

(3) Re:Sound may audit these records at any time during the period set out in section 6(1) or 6(2), on reasonable notice and during normal business hours.

(4) Re:Sound shall, upon receipt, supply a copy of the report of the audit to CBC and to any other Canadian collective society with a tariff applicable to CBC.

(5) If an audit discloses that royalties due to Re:Sound under section 4(2) have been understated in any month by more than ten per cent, CBC shall pay the reasonable costs of the audit within 30 days of the demand for such payment. The amount of any understatement shall be paid within 30 days of the demand for such payment.

Late Payments and Reporting

7. (1) In the event that CBC does not pay the amounts owed under sections 4(1) and 4(2) or provide the reporting required under section 4(3) by the due date, CBC shall pay to Re:Sound interest calculated on the amounts payable for the relevant period, from the due date until the date both the amounts and the report are received by Re:Sound. Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last

day of the previous month (as published by the Bank of Canada). ~~Interest shall not compound.~~

~~the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.~~

~~Music Use(2) In the event that CBC does not provide the music use reporting required by section 5(1) within 7 days of the due date, upon written notice by Re:Sound, CBC shall pay to Re:Sound a late fee based on the number of days from the due date to the date the reporting is received by Re:Sound of:~~

~~(a) \$10.00 per day for the first 30 days after the due date;~~

~~(b) \$20.00 per day for the next 30 days; and~~

~~(c) \$50.00 per day thereafter;~~

~~until the reporting is received.~~

Confidentiality

8. (1) Subject to sections 8(2) to 8(4), information received from CBC pursuant to this tariff shall be treated in confidence, unless CBC consents in writing to the information being treated otherwise.

(2) Information received from CBC pursuant to this tariff may be shared:

(a) with Re:Sound's agents and service providers, to the extent required by the service providers for the service they are contracted to provide;

(b) in connection with the collection of royalties or the enforcement of a tariff, with any other Canadian collective society that has a tariff applicable to CBC;

(c) with the Copyright Board;

(d) in connection with proceedings before the Copyright Board, if it is protected by a confidentiality order;

(e) to the extent required to effect the distribution of royalties; or

(f) if required by law.

(3) Where confidential information is shared with a service provider pursuant to section 8(2)(a), that service provider shall sign a confidentiality agreement.

(4) Section 8(1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than CBC and who is not

under an apparent duty of confidentiality to CBC with respect to the supplied information.

Adjustments

9. Adjustments in the amount of royalties owed as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due. No adjustments to reduce the amount of royalties owed may be made in respect of an error discovered by CBC which occurred more than 12 months prior to notification to Re:Sound. Excess payments are not subject to interest.

Delivery of Notices and Payments

~~7-10.~~ (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: radio@resound.ca, ~~fax number 416-962-7797~~, or to any other address, or email address ~~or fax number~~ of which ~~the~~ CBC has been notified in writing.

~~(2) Anything addressed to SOCAN shall be sent to 41 Valleybrook Drive, Toronto, Ontario M3B 2S6, email: licence@socan.com, fax number 416-445-7108, or to any other address, email address or fax number of which the CBC has been notified in writing.~~

~~(23)~~ Anything addressed to ~~the~~ CBC shall be sent to 1400, René-Lévesque Boulevard, Montréal, Quebec H2L 2M2, email: servjur@radio-canada.ca, or to any other address or, email address ~~or fax number~~ of which Re:Sound ~~and SOCAN have~~ has been notified in writing.

~~(43)~~ A notice may be delivered by hand, by postage-~~paid~~ mail, by ~~fax~~, ~~by~~ email or by file transfer protocol (FTP). A payment may be made by credit card or ~~by electronic bank transfer (EBT)~~, ~~or be~~ delivered by hand ~~or~~, by postage-~~paid~~ mail, or by electronic bank transfer (EBT). Where a payment is ~~made~~ delivered by EBT, the associated reporting shall be provided concurrently to Re:Sound ~~and SOCAN~~ by email.

~~(5)~~

~~(4)~~ The information set out in ~~subsection 6~~ section 5(1) shall be sent by email.

~~(6)~~

(5) Anything mailed in Canada shall be presumed to have been received four business days after the day it was mailed. Anything sent by ~~fax~~, email, by FTP or by EBT shall be presumed to have been received the day it was transmitted.

Transitional Provisions

~~8. Royalties owed on or before December 1, 2020, as a result of differences between this tariff and, in the case of Re:Sound, the SOCAN Re:Sound CBC Radio Tariff, 2006-2011, and, in the case of SOCAN, the SOCAN CBC Radio Tariff, 2012-2014, shall be due on February 1, 2021,~~

and shall be increased by using the multiplying interest factors (based on the Bank Rate) set out in the following table with respect to each period:

Table 2: multiplying Factors Applicable to monthly Payments

	2012	2013	2014	2015	2016	2017	2018	2019	2020
January	1,1127	1,0989	1,0852	1,0718	1,0622	1,0543	1,0443	1,0272	1,0069
February	1,1115	1,0977	1,0841	1,0707	1,0615	1,0536	1,0431	1,0255	1,0052
March	1,1104	1,0966	1,0830	1,0698	1,0609	1,0529	1,0418	1,0238	1,0035
April	1,1092	1,0954	1,0818	1,0689	1,0602	1,0523	1,0405	1,0221	1,0025
May	1,1081	1,0943	1,0807	1,0680	1,0595	1,0516	1,0392	1,0204	1,0021
June	1,1069	1,0932	1,0796	1,0672	1,0589	1,0510	1,0379	1,0187	1,0017
July	1,1058	1,0920	1,0785	1,0663	1,0582	1,0503	1,0366	1,0170	1,0013
August	1,1046	1,0909	1,0773	1,0655	1,0576	1,0495	1,0352	1,0153	1,0008
September	1,1035	1,0898	1,0762	1,0648	1,0569	1,0486	1,0337	1,0136	1,0004
October	1,1023	1,0886	1,0751	1,0642	1,0562	1,0476	1,0322	1,0119	1,0000
November	1,1012	1,0875	1,0740	1,0635	1,0556	1,0465	1,0306	1,0102	n.a
December	1,1000	1,0864	1,0729	1,0628	1,0549	1,0454	1,0289	1,0085	n.a