

## PROPOSED TARIFF

Filed with the Copyright Board by Canadian Private Copying Collective (CPCC) on 2023-10-13 pursuant to subsection 83(1) of the *Copyright Act*.

Proposed Tariff Title: Private Copying Tariff, 2025-2027

For the sale of blank audio recording media, in Canada, in respect of the reproduction for private use of musical works embodied in sound recordings, of performers' performances of such works or of sound recordings in which such works and performances are embodied.

Effective Period: 2025-01-01 – 2027-12-31

### PRIVATE COPYING TARIFF (2025-2027)

TARIFF OF LEVIES TO BE COLLECTED BY CPCC IN 2025-2027 ON THE SALE OF BLANK AUDIO RECORDING MEDIA, IN CANADA, IN RESPECT OF THE REPRODUCTION FOR PRIVATE USE OF MUSICAL WORKS EMBODIED IN SOUND RECORDINGS, OF PERFORMERS' PERFORMANCES OF SUCH WORKS OR OF SOUND RECORDINGS IN WHICH SUCH WORKS AND PERFORMANCES ARE EMBODIED

#### *Short Title*

1. This tariff may be cited as the *Private Copying Tariff, 2025-2027*.

#### *Definitions*

2. In this tariff,

“accounting period” means the first two months of a calendar year, and each subsequent period of two months; (« *période comptable* »)

“Act” means the *Copyright Act*; (« *Loi* »)

“blank audio recording medium” means

(a) a recording medium, regardless of its material form, onto which a sound recording may be reproduced, that is of a kind ordinarily used by individual consumers for that purpose and on which no sounds have ever been fixed, including recordable compact discs (CD-R, CD-RW, CD-R Audio, CD-RW Audio); and

(b) any medium prescribed by regulations pursuant to sections 79 and 87 of the *Act*; (« *support audio vierge* »)

“CPCC” means the Canadian Private Copying Collective; (« *SCPCP* »)

“importer” means a person who, for the purpose of trade, imports a blank audio recording medium in Canada; (« *importateur* »)

“manufacturer” means a person who, for the purpose of trade, manufactures a blank audio recording medium in Canada, and includes a person who assembles such a medium; (« *fabricant* »)

“semester” means from January to June or from July to December. (« *semestre* »)

## SUBSTANTIVE PROVISIONS

### *Levy*

3. (1) Subject to subsection (2), for each CD-R, CD-RW, CD-R Audio or CD-RW Audio the levy rate shall be as follows:

(a) 29¢ for 2025;

(b) 29¢ for 2026; and

(c) 29¢ for 2027.

(2) Pursuant to subsections 82(2) and 86(1) of the *Act*, no levy is payable

(i) in respect of a sale or other disposition of a medium that is to be exported from Canada and is so exported, or

(ii) on a medium that is sold or otherwise disposed of to a society, association or corporation that represents persons with a perceptual disability.

### *Collecting Body*

4. CPCC is the collecting body designated pursuant to paragraph 83(8)(b) of the *Act*.

### *Distribution of Levies Paid*

5. CPCC shall distribute the amounts it collects, less its operating costs, as follows:

(a) 58.2 per cent to be shared between the Society of Composers, Authors and Music Publishers of

Canada (SOCAN) and the Canadian Musical Reproduction Rights Agency (CMRRA), on account of eligible authors;

(b) 23.8 per cent to Re:Sound Music Licensing Company on account of eligible performers; and

(c) 18.0 per cent to Re:Sound Music Licensing Company on account of eligible makers.

#### *Taxes*

6. All amounts payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

### ADMINISTRATIVE PROVISIONS

#### *Payments*

7. (1) Subject to subsection (2), the levy for a blank audio recording medium sold or otherwise disposed of in any given accounting period shall be due no later than the last day of the month following that accounting period.

(2) Any manufacturer or importer who paid less than \$2,000 in the previous semester may opt to make payments every semester after having so notified CPCC. The payment is then due on the last day of the month following that semester.

#### *Reporting Requirements*

8. Every manufacturer or importer shall provide to CPCC the following information with each payment:

(a) its name, that is,

(i) the name of a corporation and a mention of its jurisdiction of incorporation,

(ii) the name of the proprietor of an individual proprietorship, or

(iii) the names of the principal officers of all manufacturers or importers,

together with any trade name (other than the above) under which it carries on business;

(b) the address of its principal place of business;

(c) its address, telephone number, fax number and email address for the purposes of notice;

(d) the number of units of each type of blank audio recording medium on account of which the payment is being made. The “type of blank audio recording medium” refers to the type, brand name and recording capacity of the blank audio recording medium, as well as to any other characteristics according to which the entity filing the report sells the medium or identifies it in its inventory; and

(e) the number of each type of blank audio recording medium exported or sold or otherwise disposed of to a society, association or corporation that represents persons with a perceptual disability.

### *Accounts and Records*

9. (1) Every manufacturer or importer shall keep and preserve for a period of six years records from which CPCC can readily ascertain the amounts payable and the information required under this tariff. These records shall be constituted of original source documents sufficient to determine all sources of supply of blank audio recording media, the number of media acquired or manufactured and the manner in which they were disposed of. They shall include, among other things, purchase, sale and inventory records, as well as financial statements when these are reasonably necessary to verify the accuracy and completeness of the information provided to CPCC.

(2) CPCC may audit these records at any time on reasonable notice and during normal business hours. It is entitled to conduct reasonable procedures and make reasonable inquiries with the person being audited and with others, to confirm the completeness and accuracy of the information reported to CPCC.

(3) If an audit discloses that the amounts due to CPCC have been understated by more than 10 per cent in any accounting period or semester, as the case may be, the manufacturer or importer shall pay the reasonable costs of audit within 30 days of the demand for such payment.

### *Confidentiality*

10. (1) Subject to subsections (2) to (5), CPCC shall treat in confidence information received from a manufacturer or importer pursuant to this tariff, unless the manufacturer or importer consents in writing to the information being treated otherwise.

(2) CPCC may share information referred to in subsection (1)

(i) with the Copyright Board,

(ii) in connection with proceedings before the Copyright Board or a court of law,

(iii) with any person who knows or is presumed to know the information,

(iv) to the extent required to effect the distribution of royalties, with the collective societies represented by CPCC, once aggregated to prevent the disclosure of information dealing with a specific manufacturer or importer, or

(v) if ordered by law or by a court of law.

(3) A collective society represented by CPCC may share information obtained pursuant to subsection (2)

(i) with the Copyright Board,

(ii) in connection with proceedings before the Copyright Board,

(iii) to the extent required to effect the distribution of royalties, with its claimants, or

(iv) if ordered by law or by a court of law.

(4) Subsection (1) does not apply to information that is publicly available, or to information obtained from someone other than the manufacturer or importer, who is not under an apparent duty of confidentiality to the manufacturer or importer.

(5) Notwithstanding the foregoing, the corporate name of a manufacturer or importer, the trade name under which it carries on business and the types of blank audio recording media reported by it pursuant to paragraph 8(d) of this tariff shall not be considered confidential information.

#### *Adjustments*

11. Adjustments in the amount owed by a manufacturer or importer (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the next payment is due.

#### *Interest on Late Payments*

12. 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.

#### *Addresses for Notices, etc.*

13. (1) Anything that a manufacturer or importer sends to CPCC shall be sent to 1235 Bay Street, Suite 900,

Toronto, Ontario M5R 3K4, telephone: 416-486-6832 or 1-800-892-7235, fax: 416-486-3064, or to any other address of which the manufacturer or importer has been notified.

(2) Anything that CPCC sends to a manufacturer or importer shall be sent to the last address of which CPCC has been notified.

*Delivery of Notices and Payments*

14. (1) A notice may be delivered by hand, by postage-paid mail, by fax or by email. Payments shall be delivered by hand or by postage-paid mail.

(2) A notice or payment mailed in Canada shall be presumed to have been received three business days after the day it was mailed.

(3) A notice sent by fax or by email shall be presumed to have been received on the day it is transmitted.