

PROPOSED TARIFF

COPYRIGHT BOARD

Filed with the Copyright Board by SOCAN on 2025-10-15 pursuant to subsection 67(1) of the Copyright Act

FILE: Public Performance of Musical Works

~~Statement of Royalties to Be Collected by SOCAN for the Communication to the Public by Telecommunication, in Canada, of Musical or Dramatico-Musical Works~~

~~In accordance with subsection 68(4) of the Copyright Act, the Copyright Board has certified and hereby publishes the statement of royalties to be collected by the Society of Composers, Authors and Music Publishers of Canada (SOCAN) for the communication to the public by telecommunication, in Canada, of musical or dramatico-musical works in respect of the following tariffs and the following years:~~

~~Tariff No. 22.D.1 (2007-2013)~~

Proposed Tariff No. Title: SOCAN Tariff 22.D.2 (2007-2013– User-Generated Content Services (2027-2029))

~~Ottawa, July 19, 2014~~

~~GILLES McDOUGALL~~

For the communication to the public by telecommunication of musical or dramatico-musical works.

~~Secretary General~~

Effective Period: 2027-01-01 – 2029-12-31

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~~STATEMENT OF ROYALTIES TO BE COLLECTED BY THE SOCIETY OF COMPOSERS, AUTHORS AND MUSIC PUBLISHERS OF CANADA (SOCAN) FOR THE COMMUNICATION TO THE PUBLIC BY TELECOMMUNICATION, IN CANADA, OF MUSICAL OR DRAMATICO-MUSICAL WORKS FOR THE YEARS 2007 TO 2013~~

GENERAL PROVISIONS

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

~~As used in this tariff, the term “licence” means a licence to communicate to the public by telecommunication or to authorize the communication to the public by telecommunication, as the context may require.~~

~~Except where otherwise specified, fees payable for any licence granted by SOCAN shall be due and payable upon the grant of the licence. 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.~~

~~Each licence shall subsist according to the terms set out therein. SOCAN shall have the right at any time to terminate a licence for breach of terms or conditions upon 30 days' notice in writing.~~

~~Tariff No.~~ SOCAN TARIFF 22.D.2

~~INTERNET~~ – USER-GENERATED CONTENT SERVICES (2027-2029)

Application

1. (1) This ~~part of Tariff 22~~tariff sets the royalties to be paid for the communication to the public by telecommunication of works in SOCAN's repertoire, which, where applicable, includes the making available of such works to the public by telecommunication in a way that allows a member of the public to have access to them from a place and at a time individually chosen by that member of the public, in connection with the operation of a user-generated content service ~~for~~in the years ~~2007 to 2013~~2027-2029, including the use of musical work(s) in a music video or a concert video.

(2) This tariff does not apply to uses covered by other tariffs, including SOCAN Tariffs 16 (Background Music Suppliers), 22.A (Online Music Services), 22.B (Internet – Commercial Radio), 22.C (Internet – Other Audio Services), 22.D.1 (Online Audiovisual Services), 22.D.3 (Allied Audiovisual Services), 22.E (Internet – Canadian Broadcasting Corporation), 22.G (Internet – Game Services), 25 (Satellite Radio Services) and 26 (Pay Audio and Ancillary Services).

(23) This ~~part of the~~ tariff does not apply to ~~uses covered by other applicable tariffs, including an online music video service.~~

(4) This tariff does not authorize the use of any works in SOCAN's repertoire in connection with the training of, or the generation of any output by, any artificial intelligence system.

~~(a) SOCAN tariffs for Online Music Services (Tariff 22.A as Certified by the Board for the years 1996 to 2010 and Proposed by SOCAN for the years 2011 to 2013), other than the transmission of music videos, which are covered by this Tariff;~~

~~(b) Game Sites (SOCAN Tariff 22.G as Certified by the Board for the years 1996 to 2006 and Proposed by SOCAN for the years 2007-2008 (Proposed Tariff 22.6), 2009-2012 (Proposed Tariff 22.F) and 2013 (Proposed Tariff 22.H); and~~

~~(c) Online Audiovisual Services (SOCAN Tariff 22.D.1 as Certified by the Board for the years 2007-2013).~~

Definitions

2. In this ~~part of the~~ tariff,

“additional information” means, in respect of each musical work contained in ~~an~~ audiovisual file, the following information, ~~if available~~:

- (a) the ~~musical work's~~ unique identifier assigned by the service to the musical work;
- (b) the title of the musical work;
- (c) the name of each author of the musical work;
- (d) the name of each performer or group to whom ~~the~~ each sound recording contained in the file is credited;
- (e) the name of the person who released ~~any~~ each sound recording ~~contained in the~~ audiovisual file;
- (f) the International Standard Recording Code (ISRC) assigned to ~~the~~ each sound recording in the file;
- (g) if ~~the~~ any sound recording in the file is or has been released in physical format as part of an album, the name, identifier, product catalogue number and the Universal Product Code (UPC) assigned to the album, together with the associated disc and track numbers;
- (h) the name of the music publisher associated with the musical work;
- (i) the International Standard Musical Work Code (ISWC) assigned to the musical work;
- (j) the Global Release Identifier (~~GRID~~ GRid) assigned to the musical work and, if applicable, the ~~GRID~~ GRid of the album in which the musical work was released;
- (k) the running time of the musical work, in minutes and seconds; ~~and~~
- (l) any alternative title used to designate the musical work or each sound recording; ~~(« renseignements additionnels »)~~ in the file; and
- (m) identification, and the total number of transmissions, of content generated solely by an artificial intelligence system; (« renseignements additionnels »)

“audiovisual program” 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; (« *programme audiovisuel* »)

“cue sheet” means a report containing, at minimum, the following information: the title of the audiovisual program, the title of each of the musical works embedded into the audiovisual program, the name of the author of each of the musical works, the duration of each of the musical works, and the total running time of the audiovisual program; (« *rapport de contenu musical* »)

“file” means a digital file of an audiovisual ~~work~~program, including a music video; (« *fichier* »)

~~“identifier” means the unique identifier an online audiovisual service assigns to a file; (« *identificateur* »)~~

“music video” means an audiovisual program, including a concert video,

(a) for which the visual content was produced to feature, accompany, depict, portray, or represent one or more sound recordings or performances of one or more musical works;

(b) where the musical work(s) are in the foreground of the audiovisual program; and

(c) where the making of the audiovisual program was authorized by the owner of copyright in each musical work it contains, or the owner’s agent, licensee, or other representative; (« *vidéo musicale* »)

“on-demand stream” means a stream selected by the end user and received at a place and time individually chosen by that end user; (« *transmission sur demande* »)

“online audiovisual service” means a service that ~~delivers~~offers streams ~~or downloads of~~containing audiovisual ~~works~~programs to end users, ~~other than~~. For the avoidance of doubt, an “online audiovisual service” includes services that also offer end users the ability to cache files for offline listening or viewing, but excludes a service that offers only streams ~~in which the file is~~that are selected by the service and can only be listened to or viewed at a time chosen by the service and for which no advance ~~play list~~playlist is published; (« *service audiovisuel en ligne* »)

“online music video service” means a service that predominantly offers music videos and is not a user-generated content service; (« *service de vidéo musicale* »)

“~~other~~pay content” means ~~content other than pay content; (« *autre contenu* »)~~

(a) an audiovisual program produced and intended for release or initial exhibition other than on a user-generated content service;

(b) similar content produced by or for the operator of a user-generated content service for release or exhibition on that service; or

(c) a music video.

“pay content” means ~~audiovisual works transmitted~~that is offered to end users for a fee or charge, including pursuant to a subscription; (« *contenu payant* »)

“play” means the single ~~performance, partial or otherwise, of an on-demand~~delivery of a stream; (« *écoute* »)

“quarter” means from January to March, from April to June, from July to September and from October to December; (« *trimestre* »)

“relevant revenues” means all revenues generated by all visits to watch pages on a ~~site~~website or to a software application or platform by end users having Canadian IP addresses, irrespective of whether the content that is subject to those visits contains any musical works or other audio content or any musical works in the repertoire of SOCAN, including membership, subscription and other access fees, amounts paid for advertising, product placement, promotion, and sponsorship, net revenues from the sale of goods or services and commissions on third-party transactions, but excluding

(a) revenues generated from ~~the transmission of~~ pay content;

(b) revenues that are already included in calculating royalties pursuant to another SOCAN tariff;

(c) revenues generated by an Internet-based activity that is subject to another SOCAN tariff;

(d) agency commissions;

(e) the fair market value of any advertising production services provided by the ~~user~~service; and

(f) network usage and other connectivity access fees; (« *recettes pertinentes* »)

~~“site” means a collection of pages accessible via a common root URL; (« site »)~~

“service” means a person or entity that communicates musical works in SOCAN’s repertoire to the public (which, where applicable, includes making such works available to be accessed by members of the public at a time and place of each member’s choosing) by means of digital transmission, including the Internet; (« service »)

“stream” means a file that is intended to be copied onto a local storage medium or device only to the extent required to allow listening to or viewing of the file at substantially the same time as when the file is ~~transmitted~~received; (« *transmission* »)

“subscriber” means an end user with whom a user-generated content service or its authorized distributor has entered into a contract for service other than on a transactional per-stream basis, whether for a fee, for other consideration or free of charge, including pursuant to a free subscription; (« *abonné* »)

“user-generated content” means audiovisual content posted to a ~~site~~website, software application or platform by a person other than the operator of the ~~site~~website, software application or platform and available for free viewing by end users; (« *contenu généré par les utilisateurs* »)

“user-generated content service” means an online audiovisual service that transmits predominantly user-generated content; (« *service de contenu généré par les utilisateurs* »)

“watch pages” means pages designed for viewing audiovisual content, including viewing of embedded pages accessed from another ~~site~~website or from a software application or platform; (« *pages à visionner**visionnées* »)

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

Royalties

3. (1) The ~~royalty~~royalties payable ~~to SOCAN~~ for the communication ~~of audiovisual programs, including but not limited to music videos~~, by a user-generated content service shall be as follows: 1.7% for the years 2007-2010, and 1.9% for the years 2011-2013, of ~~the service's~~of audiovisual content, including music videos, but excluding pay content, shall be 3% of its relevant revenues.~~A~~

(2) The royalties payable for the communication by a user-generated content service of pay content shall be:

(a) for pay content offered to end users for a fee on a transactional per-program basis: 3% of the amounts paid by end users for the pay content, subject to a minimum of 17¢ per program; and

(b) for pay content offered to end users pursuant to a subscription: 3% of the amounts paid by subscribers for the pay content, subject to a minimum of 19.5¢ per subscriber per month. In the case of a single, initial free trial of up to 31 days in any 12-month period offered to induce a prospective subscriber to enter into a paid subscription, there shall be no royalty fee payable.

(3) A service that offers pay content on both a transactional basis and a subscription basis shall pay royalties in accordance with both paragraphs (2)(a) and (b).

(4) For the purpose of calculating the minimum payable pursuant to paragraph 2(b), the number of subscribers shall be determined as at the end of the month in respect of which the royalties are payable.

(5) A non-commercial service with no revenue shall pay an annual fee of \$~~15.00~~129.95.

ADMINISTRATIVE PROVISIONS

Reporting Requirements

Service Identification

4. (1) No later than ~~the earlier of~~ 20 days after the end of the first month during which a ~~user-generated content~~ service communicates ~~user-generated content and the day before the service first makes such content available to the public~~ a file requiring a SOCAN licence, the service shall provide to SOCAN the following information:

(a) the name of the person who operates the service, including

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

(ii) if a sole proprietorship, the name of the proprietor ~~of an individual proprietorship, or~~

(iii) if a partnership, the names of each partner, and

(iv) in any event, the names of the principal officers or operators of the service or any other service.

~~(iii) the names of the principal officers of any other service~~, together with any other trade name under which the service carries on business;

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

(c) the name, ~~mailing~~-address and email ~~address~~ of the persons to be contacted for the purposes of notice, for the exchange of data and for the purposes of invoicing, and ~~payments~~payment of royalties;

(d) the name and address of any authorized distributor; and

(e) the Uniform Resource Locator (URL) of each ~~Internet~~-website and the name of each application or platform at or through which the service is or will be offered, as

applicable.

Sales ~~Reports~~ and Music Use Reporting

(2) No later than 20 days after the end of each month, ~~the user-generated content~~any service that is required to pay royalties pursuant to this tariff shall provide to SOCAN a report setting out, for that month, in relation to each ~~audiovisual~~ file that was delivered as a stream, the following information, ~~if available~~:

- (a) the title of the program and/or series, the year of production, episode name ~~and~~, number, season, and running time, and any other information that would assist SOCAN in identifying the file;
- (b) the number of plays of ~~each~~the file;
- (c) the total number of plays of all files;
- (d) the International Standard Audiovisual Number (ISAN) assigned to the file;
- (e) in the case of a translated program, the title in the language of its original production; and
- (f) the additional information ~~as defined in section 2~~.

(3) No later than 20 days after the end of each month, the service shall also report, for that month:

(a) its relevant revenues; and

(b) if the service offers pay content, its revenues from the pay content.

(4) If the service offers subscriptions in connection with its provision of streams, the service shall provide the following information:

(a) for each subscription offering, the number of subscribers to the service at the end of the month and the total amounts paid by them during that month;

(b) the number of subscribers to the service with free subscriptions as of the end of the month; and

(c) the number of end users provided with an initial free trial referred to in paragraph 3(2)(b) as of the end of the month and the total number of plays of all files by such end users as streams, during that month.

(5) A service that is required to pay royalties pursuant to both subsections 3(1) and (2), or pursuant to more than one paragraph of subsection 3(2), shall file a separate report

pursuant to each subsection of this section.

Files Made Available

5. Upon request, a service shall provide to SOCAN, for each file that was made available to members of the public for on-demand streaming at any time during the year, regardless of whether the file was transmitted to any end user.

(a) a cue sheet, if available. If the cue sheet is not available, the information specified in paragraph 4(2)(a); and

(b) the additional information, in relation to music videos.

SOCAN shall not make such a request more frequently than twice per year.

~~Calculation and~~ Payment of Royalties and Interest on Late Payments

~~56.~~ (1) Royalties shall be due no later than 20 days after the end of each month.

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

(3) All amounts required to be reported or paid under this tariff shall be reported or paid in Canadian dollars.

(4) 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 1% above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Adjustments

7. If as a result of the discovery of an error or otherwise, the amount of the royalties paid or payable, including excess payments, requires an adjustment, then SOCAN or the service shall immediately notify the other party, provide an explanation for the claimed adjustment, and propose an adjustment solution, such solution subject to the other party's consent (not to be unreasonably withheld). Adjustments shall not be made in respect of any other royalties or fees owed to SOCAN by the service under another tariff or agreement without SOCAN's consent. No adjustment may be made to royalties paid more than six years previously. For greater certainty, this provision does not apply to any adjustments pursuant to an audit conducted under this tariff.

~~6. Adjustments to any information provided pursuant to sections 3 or 4 shall be provided with the next report dealing with such information.~~

~~7. (1) Subject to subsection (2), adjustments in the amount of royalties owed, including~~

~~excess payments, as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due.~~

~~(2) Any excess payment resulting from a user-generated content service providing incorrect or incomplete information about a file shall be deducted from future amounts owed for the use of works owned by the same person as the work in that file.~~

Records and Audits

8. (1) A ~~user-generated content~~ service shall keep and preserve, for a period of six years after the end of the month to which they relate, records from which the information set out in sections 3 and 4 can be readily ascertained.

(2) SOCAN may audit these records at any time during the period set out in subsection (1) on reasonable notice and during normal business hours.

(3) Subject to subsection (4), if an audit discloses that royalties due have been understated in any quarter by more than 10 ~~per cent~~%, the ~~user-generated content~~ service shall pay the reasonable costs of the audit within 30 days of the demand for such payment.

(4) For the purposes of subsection (3), any amount ~~understated~~owing as a result of an error or omission on the part of SOCAN shall not be ~~included in any calculation of any understatement of royalties~~taken into account.

Confidentiality

9. (1) Subject to subsections (2) and (3), SOCAN, ~~the user-generated content~~a service and its authorized distributors shall treat in confidence information received pursuant to this tariff, unless the disclosing party consents in writing to the information being treated otherwise.

(2) Information referred to in subsection (1) may be shared:

(a) between the ~~user-generated content~~ service and its authorized distributors in Canada;

(b) with the Copyright Board;

(c) in connection with proceedings before the Copyright Board, once the ~~user-generated content service~~disclosing party has had a reasonable opportunity to request a confidentiality order;

(d) with any person who knows or is presumed to know the information;

(e) to the extent required to effect the distribution of royalties, ~~with royalty claimants~~;

and

(f) with SOCAN's agents and service providers to the extent required by the service providers for the service they are contracted to provide; and

(g) if required by law.

(3) Subsection (1) does not apply to information that must be provided pursuant to ~~section 70.11 of the Copyright Act~~, to information that is publicly available, to aggregated information, or to information obtained from someone other than the service or its authorized distributors and who is not under an apparent duty of confidentiality with respect to the supplied information.

Addresses for Notices

10. (1) Anything addressed to SOCAN shall be sent to 41 Valleybrook Drive, Toronto, Ontario M3B 2S6, email: licence@socan.com, or to any other address or email address of which a service has been notified in writing.

(2) Anything that SOCAN sends to a service shall be sent to the last address or email address of which SOCAN has been notified in writing.

Delivery of Notices

11. (1) Subject to subsection (2), a notice may be delivered by hand, by postage-paid mail, by email or by File Transfer Protocol (FTP).

(2) Information provided pursuant to sections 4 and 5 shall be delivered electronically, by way of delimited text file or in any other format agreed upon by SOCAN and the service.

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

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