

PROPOSED TARIFF

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

Proposed Tariff Title: *SOCAN Tariff 22.E – Internet – Canadian Broadcasting Corporation (2027-2029)*

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

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

SOCAN TARIFF 22.E – INTERNET - CANADIAN BROADCASTING CORPORATION (2027-2029)

Application

1. (1) This 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 transmission of audio content and audiovisual programs by the Canadian Broadcasting Corporation/Société Radio-Canada (the "Corporation") in the years 2027-2029.

(2) This tariff does not apply to uses covered by other applicable tariffs, including Tariffs 1.C (CBC Radio), 2.D (CBC Television), 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.2 (User-Generated Content Services), 22.D.3 (Allied Audiovisual Services), 22.G (Internet – Game Services), 25 (Satellite Radio Services) and 26 (Pay Audio and Ancillary Services).

(3) 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.

Definitions

2. In this tariff,

"additional information for audiovisual programs" means, in respect of each musical work contained in a file, the following information:

- (a) the unique identifier assigned by the Corporation 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 each sound recording contained in the file is credited;
- (e) the name of the person who released each sound recording in the file;
- (f) the International Standard Recording Code (ISRC) assigned to each sound recording in the file;
- (g) if 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) assigned to the musical work and, if applicable, the 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 in the file; (*« renseignements additionnels pour les programmes audiovisuels »*)

“audio page impression” means a page impression that allows a person to hear a sound, including audio content and audiovisual programs. (*« consultation de page audio »*)

“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 a sound recording of a musical work or works or a digital file

of a music video or a digital file of an audiovisual program. (« *fichier* »)

“hybrid service” or “hybrid service tier” means an online music service, or a service tier of an online music service, that offers end users streams as well as the ability to cache files for offline listening or viewing. (« *service hybride* » or « *option de service hybride* »).

“Internet-related revenues” means all revenues generated by Internet-related activities, 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 that are already included in calculating royalties pursuant to another SOCAN tariff;
- (b) revenues generated by an Internet-based activity that is subject to another SOCAN tariff;
- (c) agency commissions;
- (d) the fair market value of any advertising production services provided by the Corporation; and
- (e) network usage and other connectivity access fees. (« *recettes d’Internet* »)

“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* »)

“non-interactive stream” means a stream where the end user exercises no control over the content nor the timing of the transmission. (« *transmission non interactive* »)

“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 music service” means a service that offers streams containing musical work(s) to end users. For the avoidance of doubt, an “online music service” includes cloud-based music services and other services using similar technology; (« *service de musique en*

ligne »)

“online programming” means Internet-distributed audio content and audiovisual programs. (« *programmation en ligne* »)

“online audiovisual service” means a service that offers streams containing audiovisual programs to end users. 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 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 playlist is published. (« *service audiovisuel en ligne* »)

“page impression” means a request to load a single page from a site. (« *consultation de page* »)

“play” means the single delivery of a stream. (« *écoute* »)

“required information for audio works” means, in respect of a file of an audio work or music video,

- (a) the unique identifier assigned by the Corporation to the file;
- (b) the title of each musical work contained in the file;
- (c) the name of each performer or group to whom each sound recording contained in the file is credited;
- (d) the name of the person who released each sound recording in the file;
- (e) the name of each author of each musical work contained in the file;
- (f) the International Standard Recording Code (ISRC) assigned to each sound recording in the file;
- (g) if 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 each music publisher associated with each musical work contained in the file;
- (i) the International Standard Musical Work Code (ISWC) assigned to each musical work contained in the file;
- (j) the Global Release Identifier (GRid) assigned to each musical work contained in

the file and, if applicable, the GRid of the album in which the musical work was released;

- (k) the running time of the file, in minutes and seconds; and
- (l) any alternative title used to designate each musical work or sound recording in the file; (*« renseignements requis pour les œuvres audio »*)

“semi-interactive stream” means a stream delivered by an information filtering system that allows an end user to influence the content of the streams, the timing of the transmission of the streams, or both. (*« transmission semi-interactive »*)

“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 received. (*« transmission »*)

“subscriber” means an end user with whom the Corporation 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 »*)

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

Royalties

3. (1) The royalties payable by the Corporation shall be the total of paragraphs (a), (b) and (c) as follows:

Online Audiovisual Services

(a) For each of the online audiovisual services “tou.tv”, “Gem” and any other online audiovisual service operated by the Corporation during the term of this tariff (each a “CBC Online Audiovisual Service”):

(i) for a CBC Online Audiovisual Service that charges per-program fees to end users: 3% of the amounts paid by end users, subject to a minimum of 17¢ per program;

(ii) for a CBC Online Audiovisual Service that offers subscriptions to end users: 3% of the amounts paid by subscribers, subject to a minimum 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; and

(iii) for a CBC Online Audiovisual Service that receives Internet-related revenues

in connection with its communication of audiovisual programs: 3% of the Internet-related revenues from the CBC Online Audiovisual Service.

For the purpose of calculating the minimum payable pursuant to subparagraph (a)(ii), the number of subscribers shall be determined as at the end of the month in respect of which the royalties are payable.

A CBC Online Audiovisual Service with revenues from more than one of the categories in above-mentioned subparagraphs (i), (ii) and (iii) shall pay royalties in accordance with each applicable subparagraph, but the calculation in subparagraph (iii) shall exclude any fees charged to end users pursuant to subparagraphs (i) and (ii).

Online Music Services

(b) For online music services such as “cbcmusic.ca”, “espace.mu” (also known as “icimusique.ca”) and any similar online music service operated by the Corporation during the term of this tariff (collectively “the CBC Online Music Services”) that offer

(i) on-demand or semi-interactive streams, including hybrid services or a service that offers a hybrid service tier: 10.3% of the Internet-related revenues from the CBC Online Music Services, subject to a minimum fee, which shall be the greater of \$1.30 per subscriber and 0.13¢ per stream of a file requiring a SOCAN licence;

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

(ii) non-interactive streams only:

2.0% of the CBC Online Music Service’s Internet-related revenues if the SOCAN repertoire use is 20% or less, 5.5% if the use is between 20% and 80%, and 7.0% if the use is 80% or more,

subject to a minimum fee of \$46.06 per year if the combined SOCAN repertoire use on the service is 20% or less, \$129.95 if the combined use is between 20% and 80%, and \$164.50 if the combined use is 80% or more.

Other online programming

(c) For the Corporation’s transmissions of online programming other than those to which paragraphs (a) and (b) refers:

A × B

where

(A) is 10% of the total amount payable by the Corporation pursuant to Tariffs 1.C (Radio — Canadian Broadcasting Corporation) and 2.D (Television — Canadian Broadcasting Corporation) or an agreement with SOCAN, and

(B) the ratio of audio page impressions to all page impressions relating to online programming, if that ratio is available, and 0.15 if not.

Reporting

4. (1) No later than 20 days after the end of each month, if the Corporation is required to pay royalties pursuant to paragraph 3(1)(a), the Corporation shall:

(a) in relation to each CBC Online Audiovisual Service, provide to SOCAN a report setting out for that month, in relation to each audiovisual program that was delivered as a stream, the following information, if available: (i) the title of the program and/or series, the year of production, episode name, number, season and running time, and any other information that would assist SOCAN in identifying the file; (ii) the number of plays of the file; (iii) the number of plays of all files; (iv) the International Standard Audiovisual Number (ISAN) assigned to the file; (v) in the case of a translated program, the title in the language of its original production; (vi) the additional information for audiovisual programs; and (vii) if the Corporation believes that a SOCAN licence is not required for an audiovisual program, information that establishes why a licence is not required;

(b) in relation to each CBC Online Audiovisual Service that offers subscriptions in connection with its provision of streams, provide to SOCAN the following information: (i) for each subscription offering, the number of subscribers to the CBC Online Audiovisual Service at the end of the month and the total amounts paid by them during that month; (ii) the number of subscribers to the CBC Online Audiovisual Service with free subscriptions as of the end of the month; and (iii) the number of end users provided with an initial free trial referred to in subparagraph 3(1)(a)(ii) 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;

(c) in relation to each CBC Online Audiovisual Service, provide to SOCAN the following information: (i) the CBC Online Audiovisual Service's Internet-related revenues; and (ii) Uniform Resource Locator (URL) of each website and the name of each application or platform at or through which streams of audiovisual programs are offered, as applicable.

(2) No later than 20 days after the end of each month, if the Corporation is required to pay royalties pursuant to paragraph 3(1)(b), the Corporation shall, in relation to each CBC Online Music Service, provide to SOCAN a report setting out, for that month: (a) in relation to each file that was transmitted to an end user, the required information for audio works; (b) the number of plays of each file; (c) the total number of plays of all files; (d) the CBC Online Music Service's Internet-related revenues; and (e) the Uniform Resource Locator (URL) of each website and the name of each application or platform at or through which the CBC Online Music Service is or will be offered, as applicable.

(3) When royalties are payable pursuant to paragraph 3(1)(c),

(a) Upon receipt of a written request from SOCAN, the Corporation shall provide, with respect to each musical work the Corporation transmitted during the days listed in the request:

- (i) the date and time of the transmission;
- (ii) the title of the work, the name of its author;
- (iii) where applicable, the title of the album, the name of the performers or performing groups and the record label; and
- (iv) where available, the number of persons who listened to the work.

(b) The Corporation shall provide the information set out in paragraph 4(3)(a) in electronic format where possible, otherwise in writing, no later than 14 days after the end of the month to which it relates.

(c) The Corporation is not required to provide the information set out in paragraph 4(3)(a) with respect to more than 14 days in a year.

Files Made Available

5. (1) Upon request, the Corporation shall provide to SOCAN, for each file that was made available by each CBC Online Audiovisual Service 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) if available, the cue sheet; or
- (b) if a cue sheet is not available, the information specified in paragraph 4(1)(a).

(2) If a cue sheet is not available for a file, the Corporation shall, at SOCAN's request, use commercially reasonable efforts to secure the cue sheet from any third party, including from the producer of the audiovisual program.

(3) Upon request, the Corporation shall provide to SOCAN the required information for all files that were made available by each CBC Online Music Service to any 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

(4) SOCAN shall not make such a request under subsection 5(1) or 5(3) more than twice per year.

Payment of Royalties and Interest on Late Payments

6. (1) The Corporation shall pay, per month, on the first day of each month the amount set out in section 3.

(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 Corporation 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 Corporation 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.

Records and Audits

8. (1) The Corporation 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%, the Corporation 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 owing as a result of an error or omission on the part of SOCAN shall not be taken into account.

Confidentiality

9. (1) Subject to subsections (2) and (3), SOCAN, the Corporation 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 Corporation and its authorized distributors in Canada;
- (b) with the Copyright Board;
- (c) in connection with proceedings before the Copyright Board, once the 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;
- (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 the *Copyright Act*, to information that is publicly available, to aggregated information, or to information obtained from someone other than the Corporation 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 the Corporation service has been notified in writing.

(2) Anything that SOCAN sends to the Corporation 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 Corporation

(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.