

PROPOSED TARIFF

COPYRIGHT BOARD

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

~~FILES: Public Performance of Sound Recordings; Public Performance of Musical Works~~

~~Statement of Royalties to Be Collected by Re:Sound for the Communication to the Public by Telecommunication, in Canada, of Published Sound Recordings Embodying Musical Works and Performers' Performances of Such Works for the Years 2011 to 2018 and by SOCAN for the Communication to the Public by Telecommunication, in Canada, of Musical or Dramatico-Musical Works for the Years 2010 to 2018~~

~~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 Re:Sound Music Licensing Company (Re:Sound) for the communication to the public by telecommunication, in Canada, of published sound recordings embodying musical works and performers' performances of such works for the years 2011 to 2018 and 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 2010 to 2018, with respect to satellite radio services.~~

~~Ottawa, June 3, 2017~~

~~Gilles McDougall~~

Proposed Tariff Title: SOCAN Tariff 25 – Satellite Radio Services (2027-2029)

~~Secretary General~~

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

~~56 Sparks Street, Suite 800~~

~~Ottawa, Ontario~~

~~K1A 0C9~~

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

~~613-952-8624 (telephone)~~

~~613-952-8630 (fax)~~

~~gilles.mcdougall@cb-cda.gc.ca (email)~~

~~STATEMENT OF ROYALTIES TO BE COLLECTED BY RE:SOUND FOR THE COMMUNICATION TO THE PUBLIC BY TELECOMMUNICATION, IN CANADA, OF PUBLISHED SOUND RECORDINGS EMBODYING MUSICAL WORKS AND PERFORMERS' PERFORMANCES OF SUCH WORKS FOR THE YEARS 2011 TO 2018 AND BY SOCAN FOR THE COMMUNICATION TO THE PUBLIC BY~~

~~TELECOMMUNICATION, IN CANADA, OF MUSICAL OR DRAMATIC MUSICAL
WORKS FOR THE YEARS 2010 TO 2018~~

~~USE OF MUSIC BY~~ SOCAN TARIFF 25 – SATELLITE RADIO SERVICES (2027-2029)

~~GENERAL PROVISIONS~~

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

~~Short Title~~

~~1. This tariff may be cited as the Re:Sound-SOCAN
Satellite Radio Services Tariff (Re:Sound: 2011-2018; SOCAN: 2010-2018).~~

~~Definitions~~

~~21.~~ In this tariff,

“additional information” means, in respect of each musical work contained in a file, the following information:

(a) the 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 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 »)

“file” means a digital file of an audio work; (« fichier »)

“Internet-related revenues” means all revenues generated by Internet-related activities other than simulcasting and includes 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 excludes

(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; and

(d) the fair market value of any advertising production services provided by the service; (« recettes d’Internet »)

“month” means a calendar month; (« mois »)

“number of subscribers” means the average number of subscribers during the reference month; (« nombre d’abonnés »)

“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 »)

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

“reference month” means the second month before the month for which royalties are being paid; (« mois de référence »)

“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 »)

“service” means a multi-channel subscription satellite radio service licensed by the Canadian Radio-television and Telecommunications Commission as well as any similar service distributed in Canada, and includes all simulcasts and streams delivered by the

service; (« *service* »)

“service revenues” means all revenues generated in connection with a multi-channel satellite radio service (with or without simulcast), and includes: (a) the amounts paid by subscribers for a~~such~~ service; (b) advertising revenues, product placement, promotion and sponsorship; (c) net revenues from the sale of goods or services ~~and; (d)~~ commissions on third-party transactions. ~~This includes (e)~~ activation and termination fees; ~~as well as; and (f)~~ membership, subscription and all other access fees. It excludes the following, so long as such revenues are related to a multi-channel satellite radio service (with or without simulcast): (x) advertising agency fees; (y) revenue accruing from any business that is not a necessary adjunct to the distribution of ~~the~~such service or the use of ~~the~~such service’s broadcasting facilities; and (z) revenue generated from the sale of hardware and accessories used in the reception of ~~the~~such service; (« *recettes du service* »)

“simulcast” means the simultaneous, unaltered, real-time streaming of a satellite signal via the Internet or other similar digital network; (« *diffusion simultanée* »)

“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 the file at substantially the same time as when the file is received; (« *transmission* »)

“subscriber” means either or both of:

(a) an end user with whom the service or its authorized distributor(s) 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, which allows such end user to access streams transmitted by the service; or

(b) ~~“subscriber” means~~ a person who is authorized to receive in Canada one or more signals offered by a service, whether for free or for valuable consideration, ~~excluding a commercial subscriber; (« *abonné* »)~~

and, in all cases, excludes a commercial subscriber; (« *abonné* »)

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

Application

32. (1) This tariff sets the royalties to be paid each month by a service to communicate to the public by telecommunication, in Canada, ~~published sound recordings in Re:Sound’s repertoire embodying musical works, performers’ performances in Re:Sound’s repertoire of such works, and~~ musical or dramatico-musical 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 the service in the years 2027-2029, for direct reception by subscribers for their private use.

(2) This tariff does not authorize

(a) any use of a work, ~~sound recording or a performer's performance~~ by a service in connection with its delivery to a commercial subscriber; or

(b) any use by a subscriber of a work ~~or sound recording or a performer's performance~~ transmitted by a service other than a use described in subsection (1).

(3) This tariff does not apply to uses covered by other

tariffs, including ~~Re:Sound Tariffs 1.A, 1.C, 3, 5, 6, or 8, SOCAN Tariffs 16, 18 or 22, or the SOCAN-Re:Sound Pay Audio Services Tariff. For greater certainty, this tariff does not apply to the communication to the public by telecommunication of sound recordings or musical works to end-users via the Internet, a cellular, mobile or wireless network or any similar network, but does permit the use of wireless functionalities (such as a WiFi or Bluetooth functionality) integrated with a satellite radio receiving device that allows the relay of a satellite radio signal to local speakers for subscribers' private use.~~ SOCAN Tariff 16 (Background Music Suppliers), 18 (Recorded Music for Dancing), 22.A (Online Music Services), 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) and 26 (Pay Audio and Ancillary Services).

(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.

Royalties

~~43.~~ (1) A service shall pay to SOCAN, for each month of the tariff term, ~~4.26 per cent~~

(a) 5% of its service revenues for the reference month, subject to a minimum fee of ~~4374¢~~ per subscriber ~~to the multi-channel subscription satellite service (with or without simulcast)~~

plus

~~(2) A service shall pay to Re:Sound each month~~

~~(a) for the period of January 1, 2011, to August 12, 2014, 1.18 per cent of its service revenues for the reference month, subject to a minimum fee of 12¢ per subscriber; and~~

~~(b) for the period of August 13, 2014, to December 31, 2018, 3.63 per cent of its service~~10.3% of its Internet-related revenues for the reference month, subject to a minimum fee ~~of 36¢, which shall be the greater of \$1.30~~ per subscriber; to whom the service offers semi-interactive streams and/or on-demand streams and 0.13¢ per play of a file requiring a SOCAN licence as a semi-interactive stream or on-demand stream.

~~(c) royalties owing for the month of August 2014 shall be adjusted on a pro rata basis.~~

(2) For the purpose of calculating the minimum payable pursuant to paragraphs (1)(a) and (1)(b), the number of subscribers shall be determined as at the end of the reference month in respect of which the royalties are payable.

Reporting Requirements

54. (1) No later than on the first day of each month of the tariff term, a service shall pay the royalties for that month as set out in section 43 and shall provide for the reference month:

(a) the total number of subscribers ~~to the service; and~~ as of the end of the reference month, broken down by the number of paid subscribers and free subscribers, to:

(i) the multi-channel subscription satellite service (with or without simulcast);

(ii) whom the service offered semi-interactive streams; and

(iii) whom the service offered on-demand streams;

(b) its service revenues, broken down into ~~amounts paid by subscribers for the service, advertising revenues, sponsorship revenues and other revenues.:~~

(i) amounts paid by subscribers for the multi-channel subscription satellite service (with or without simulcast);

(ii) advertising revenues;

(ii) sponsorship revenues; and

(iv) other revenues

connected to the multi-channel subscription satellite service (with or without simulcast); and

(c) its Internet-related revenues, broken down into :

(i) amounts paid by subscribers to whom the service offered semi-interactive streams;

(ii) amounts paid by subscribers to whom the service offered on-demand streams; and

(iii) all other Internet-related revenues.

~~Sound Recording and Musical Work~~ Music Use Information

~~65.~~ (1) Each month, a service shall provide, to ~~both Re:Sound and~~ SOCAN, the following information in respect of each musical work, or part thereof, ~~and each sound recording embodying a musical work, or part thereof, broadcast~~ broadcasted or transmitted by the service other than as a semi-interactive or on-demand stream:

(a) the date, time and duration of the broadcast or transmission of the musical work ~~and sound recording~~;

(b) the title of the work and ~~sound recording and~~ the name of its author and composer; and

(c) the name of the main performer or performing group and, if applicable, the album name and the record label.

However, the service shall not be deemed to be in contravention of this subsection (1) for failure to report the complete information listed above for any given musical work or ~~sound recording or parts~~ part thereof unless there were commercially reasonable means available to the service to obtain such information, and the unreported information exists with respect to the musical work ~~or sound recording~~.

(2) In addition to the reporting required under subsection (1), where such information is available on a commercially reasonable basis to the service, the service shall also provide to both ~~Re:Sound and~~ SOCAN the following information in respect of each musical work, or part thereof, ~~and each sound recording embodying a musical work, or part thereof, broadcasted or~~ transmitted by the service other than as a semi-interactive or on-demand stream:

(a) the catalogue number of the album;

(b) the International Standard Musical Work Code (ISWC) of the work;

(c) the Universal Product Code (UPC) of the album;

- (d) the International Standard Recording Code (ISRC) of the sound recording;
- (e) the names of all of the other performers (if applicable);
- (f) the duration of the musical work ~~and sound recording~~ as listed on the album, the track number on the album, and the year of the album and track;
- (g) the type of usage (feature, theme, background, etc.); and
- (h) whether the track is a published sound recording.

(3) Each month, a service shall provide to SOCAN the following information in respect of each file, or part thereof, delivered by the service as a semi-interactive or on-demand stream:

(a) the number of plays of each file;

(b) the total number of plays of all files;

(c) the total number of plays of all files by subscribers provided with free subscriptions;
and

(d) the additional information.

~~(34)~~ The information set out in ~~subsections~~subsection (1) ~~and~~, (2) and (3) shall be provided electronically, in a format agreed upon by ~~Re:Sound~~, SOCAN and the service, no later than ~~ten~~10 business days after the service receives the monthly music information report from its music information report supplier for a given month (in the case of SiriusXM Canada Inc., such supplier is SiriusXM Radio Inc.), and in any case no later than 45 days plus ~~ten~~10 business days after the end of a given month.

(5) Upon request, a service shall provide to SOCAN the additional information for all files that were 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. SOCAN shall not make such a request more frequently than twice per year.

Records and Audits

~~7. (1) A service shall keep and preserve, for a period of six months after the end of the month to which they relate, records from which the information set out in section 6 can be readily ascertained.~~

6. (21) A service shall keep and preserve, for a period of six years after the end of the ~~year~~month to which they relate, records from which the information set out in ~~section~~sections 4 and 5 can be readily ascertained.

~~(32) Re:Sound and/or~~ SOCAN may audit these records at any time during the period set out in subsection (1) ~~or (2)~~, 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 service shall pay the reasonable costs of the audit within 30 days of the demand for such payment.

~~(4) Re:Sound and SOCAN shall, upon receipt, supply a copy of the report of the audit to the service that was audited and to the other collective society.~~ 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.

~~(5) If an audit discloses that royalties due to any collective society have been understated in any month by more than 10 per cent, the service shall pay the amount of the understatement and the reasonable costs of the audit within 30 days of the demand for such payment, provided that the understatement has been shown by an audit report supplied to the service under subsection (4) and the audit costs are evidenced by an invoice issued by the auditor.~~

Confidentiality

87. (1) Subject to subsections (2) and (3), SOCAN and the service and its authorized distributors shall treat in confidence information received ~~from a service~~ pursuant to this tariff ~~shall be treated in confidence~~, unless the ~~service that supplied the information~~ disclosing party consents in writing to the information being treated otherwise.

~~(2) A collective society may share information~~ Information referred to in subsection (1) may be shared

(a) with ~~another collective society that is subject to this tariff~~ Re:Sound;

(b) with the Copyright Board;

(c) in connection with proceedings before the Copyright Board, ~~if the service that supplied the information had the~~ 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, with any other collective society, collecting body, royalty claimant, and their agents; 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

(~~eg~~) 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 service ~~that supplied the information~~ and who is not under ~~any actual or an~~ apparent duty of confidentiality with respect to the supplied information.

Adjustments

~~9. Adjustments in the amount of royalties owed (including excess payments), as a result of discovering an error or otherwise, shall be made on the date the next royalty payment is due.~~

Interest on Late Payments

8. 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.

Terms and Conditions

~~409.~~ (1) 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~~ 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.

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

Addresses for Notices, etc.

~~11. (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: satellite@resound.ca, fax number: 416-962-7797, or to any other address, email address or fax number of which the service has been notified in writing.~~

10. (21) Anything addressed to SOCAN shall be sent to

41 Valleybrook Drive, Toronto, Ontario M3B 2S6, email: ~~customers@socan.ca, fax number: 416-445-7108~~licence@socan.com, or to any other address, or email address ~~or fax number~~ of which the service has been notified in writing.

(~~3~~2) Anything addressed to a service shall be sent to the last address, or email address ~~or fax number~~ of which the collective society has been notified in writing.

Delivery of Notices and Payments

~~42~~11. (1) 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 delivered by hand, by postage-paid mail or by electronic bank transfer.

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

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

(4) Anything sent by ~~fax, by~~ email, by FTP or by electronic bank transfer shall be presumed to have been received on the day it was transmitted.