

**PLEASE RETURN THE COMPLETED AND SIGNED AGREEMENT**

BY EMAIL: reproduction@socan.com

BY MAIL: Member Services, SOCAN, 41 Valleybrook Drive, Toronto, Ontario, M3B 2S6

**BETWEEN: "RIGHTSHOLDER"**

FULL NAME OF RIGHTSHOLDER: \_\_\_\_\_

NAME OF COMPANY REPRESENTATIVE (IF APPLICABLE): \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SOCAN PERFORMING RIGHTS MEMBER NUMBER: \_\_\_\_\_

**AND: SOCIETY OF COMPOSERS, AUTHORS AND MUSIC PUBLISHERS OF CANADA ("SOCAN")****WHEREAS:**

- A. SOCAN administers reproduction and performing rights in musical works.
- B. Rightsholder now owns or controls, in whole or in part, the reproduction rights in musical works and, after the execution of this agreement and during its term, may own or control, in whole or in part, the reproduction rights in additional musical works (the "Rightsholder Repertoire");
- C. SOCAN administers Rightsholder's performing rights in musical works either directly, through a sub-publisher or via an international representation agreement.
- D. Rightsholder wishes to have the Rightsholder Repertoire administered by SOCAN, including the right to collect royalties in consideration for uses in Canada and as may be provided for under the laws of other countries and collected by societies with which SOCAN has or will have agreements in respect of the administration of reproduction rights.

**THEREFORE**, in consideration of the premises and the mutual promises contained in this agreement, the parties agree as follows:

1. Rightsholder hereby licenses to SOCAN, for the exclusivity provided for in Appendix A, all reproduction rights, in every part, share or interest, in Rightsholder Repertoire for the uses of musical works and for the territories indicated in Appendix A, and the right to authorize any such reproductions; This licence will be binding on the heirs, legal representatives or other successors in interest and assigns of Rightsholder and SOCAN.
2. Rightsholder authorizes SOCAN, and SOCAN shall take such steps as it considers appropriate and necessary, to represent and claim reproduction rights on behalf of Rightsholder, and shall make distributions of the amounts collected in accordance with Appendix A and any other rules, regulations and decisions as may be adopted or amended from time to time by SOCAN.
3. Rightsholder warrants that Rightsholder has the right and authority to grant the rights herein to SOCAN in accordance with this agreement and that the exercise of those rights will not infringe the copyright or any other rights in the associated musical works. Rightsholder will reimburse SOCAN for any loss, costs or damages that SOCAN may incur in the event of a claim against SOCAN in relation to the rights granted herein.
4. The rights granted to SOCAN herein shall be effective as of the date of execution by SOCAN below. It may be terminated by Rightsholder in accordance with the Termination provisions in Appendix A.

\_\_\_\_\_  
DATE: \_\_\_\_\_**SIGNATURE OF RIGHTSHOLDER OR REPRESENTATIVE**

ELECTRONIC SIGNATURE NOT ACCEPTED - PLEASE PRINT AND SIGN

**FOR OFFICE USE ONLY:**

SOCAN: \_\_\_\_\_ DATE: \_\_\_\_\_

“**RIGHTSHOLDER**”: FULL NAME: \_\_\_\_\_

**TERRITORY:** Rightsholder can select to be represented by SOCAN directly in Canada and through society agreements internationally for the Reproduction Rights defined herein.

Please indicate if you want SOCAN to represent you for:

Canada only      Canada and the rest of the World

If you wish to have licensing restrictions for certain territories, please contact Member Services.

**OFFERINGS:** SOCAN will license and distribute on the following uses as selected by Rightsholder of the Repertoire.

1- Please select from the following options, granted to SOCAN in an **exclusive** manner:

Online Music including Digital Streaming, Webcasting and Limited Downloads

Radio Broadcast Mechanical and Satellite, Background Music and Pay Audio Services

Audio-Visual Post-Sync - Traditional

Motion pictures, TV programs and other AV entertainment content, as well as AV Music content on Commercial TV, Cable and other traditional platforms.

Audio-Visual Post-Sync – Digital

Motion pictures, TV programs and other AV entertainment content, on all digital platforms, including Download, on-demand Streaming and Webcasting.

Audio-Visual Post-Sync – Social

AV Music content on all Digital Download, Streaming and Webcasting platforms including Social Media.

Audio-Visual Post-Sync – YouTube

Private Copy

Ministry of Education

**All uses as described above**

2- Please select from the following options, granted to SOCAN in a **non-exclusive** manner:

Permanent Audio Downloads (Digital)

Physical Licensing

Sync Administration

Online Lyrics

Karaoke

**All uses in this section**

If you wish to have licensing restrictions for any of the above non-exclusive uses, please contact Member Services.

**REPERTOIRE:**

If Rightsholder has not already submitted the Rightsholder Repertoire, please submit the Rightsholder Repertoire through the SOCAN web portal or through Electronic Batch Registration. If submitting via CWR, please indicate that the submission includes reproduction rights.

If Rightsholder has already submitted a repertoire to SOCAN for performing purposes, Rightsholder is not required to resend for the purposes of the Rightsholder Repertoire unless changes are required. If no changes are required, Rightsholder acknowledges and agrees that SOCAN will use the repertoire as registered for performing rights as the Rightsholder Repertoire for the purposes of reproduction rights.

**REPRODUCTION RIGHTS  
REPRESENTATION AND LICENCE  
AGREEMENT**

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“RIGHTSHOLDER”: FULL NAME: \_\_\_\_\_

**COMMISSIONS:** SOCAN will retain an administration fee for services according to the chart below, as may be amended from time to time, from the licence fees collected. Rightsholder will incur no other charges.

LICENSED USE	COMMISSION RATE
Online Music, Audio-Visual Post-Sync of all types and Private Copying	7%
Physical Licensing, Sync Administration and all other offerings not described herein	10%
Foreign Royalties	5%

**LEGAL AND OTHER ACTIONS:** SOCAN is authorized to: (i) file Tariffs, negotiate agreements and enter into contracts with users of your musical works for the purpose of granting them licences; (ii) take all reasonable measures to collect any applicable royalties; (iii) enter into agreements for representation with foreign societies having similar objects; and (iv) at SOCAN's sole discretion, to undertake legal proceedings, arbitrate or transact, and take steps including without limitation bringing an action for copyright infringement, instituting legal or quasi-legal proceedings for the enforcement of any applicable licences and the collection of royalties and, more generally, any step intended to defend, promote and value your rights. Rightsholder agrees therefore to assist and cooperate with SOCAN in every way possible in any such legal proceedings to the extent necessary.

**TERMINATION:** Rightsholder may terminate this Agreement with written notice to SOCAN, effective at the end of the second full calendar quarter following receipt of written notification (or the next full calendar quarter in the case of physical licensing.)

**LANGUAGE:** La SOCAN a fourni l'ayant droit le présent accord en français, mais l'ayant droit a demandé à signer le présent accord et les accords connexes dans leur version anglaise. À moins d'instructions contraires par l'ayant droit, l'ayant droit demande que les futures communications avec la SOCAN se fassent en anglais. SOCAN has provided Rightsholder with this agreement in French but Rightsholder has requested to sign this agreement, and its related agreements, in their English version. Rightsholder Unless otherwise directed by Rightsholder, Rightsholder requests that future communications with SOCAN be in English.