

PROPOSED TARIFF

Filed with the Copyright Board by SOCAN on 2021-10-15 pursuant to subsection 67(1) of the Copyright Act

Proposed Tariff Title: SOCAN Tariff 13.A, Public Conveyances - Aircraft (2023-2025)

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

Effective Period: 2023-01-01 – 2025-12-31

SOCAN TARIFF 13.A, PUBLIC CONVEYANCES - AIRCRAFT (2023-2025)

Proposed statement of royalties to be collected by the Society of Composers, Authors and Music Publishers of Canada (SOCAN) in compensation for the right to perform in public and communicate to the public by telecommunication, in Canada, musical or dramatico-musical works forming part of its repertoire, including the right to make such works available 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.

GENERAL PROVISIONS

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

As used in ~~these tariffs~~this tariff, the terms “licence,”² “licence to perform” and “licence to communicate to the public by telecommunication” mean a licence to perform in public or to communicate to the public by telecommunication, or to authorize the performance in public or the communication to the public by telecommunication, including the right to make works available to the public ~~by telecommunication~~ in a way that allows a member of the public to have access to ~~them from a place and~~it at a time individually chosen by ~~that member of the public~~person.

Except where otherwise specified, fees payable for any licence granted by SOCAN shall be due and payable upon 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~~herein. 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. 13

~~Tariff of royalties to be collected by the Society of Composers, Authors~~ PUBLIC
CONVEYANCES

A. Aircraft

~~For a licence to perform and Music Publishers of Canada (SOCAN) in compensation for the right to perform in public or a licence to communicate to the public by telecommunication, in Canada, musical or dramatico-musical works forming part of its repertoire including the right to make such works available 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.~~

~~For a licence to perform~~ in an aircraft, by means of recorded music (including music in ~~audio-~~ audiovisual programming), at any time and as often as desired in the years ~~2018, 2019, 2020, 2021 and 2022~~ 2023 to 2025, any or all of the works in SOCAN's repertoire, the annual fee payable for each aircraft owned or operated by the licensee is calculated as follows:

1. Music while on the ground: ~~\$2,322.75~~ per seat for each aircraft in service during the year, prorated to the number of days in which the aircraft is in service during the year.
2. Music as part of in-flight programming: ~~\$5,496.51~~ per seat for each aircraft in service during the year, prorated to the number of days in which the aircraft is in service during the year.

Where fees for an aircraft are paid under ~~Tariff 13.A.paragraph~~ 2, no fees are payable for that aircraft under ~~Tariff 13.A.paragraph~~ 1.

For the purpose of this Tariff, an aircraft is not "in service" if it is no longer owned, leased or under contract by the licensee or during any period of 15 consecutive days or more that it has not been used to carry the licensee's passengers due to maintenance necessary for regulatory compliance.

The licensee shall estimate the fee payable for the year for which the licence is issued, based on the total seating capacity of all aircraft owned or operated by it during the previous year, and shall pay such estimated fee to SOCAN on or before January 31 of the year for which the licence is issued. Payment of the fee shall be accompanied by the report required in the next paragraph.

On or before January 31, a report shall be provided showing the number of aircraft operated by the licensee during the preceding year, as well as, for each aircraft, its seating capacity, the dates of any 15 consecutive days or more that it was not used to carry the licensee's passengers due to

maintenance necessary for regulatory compliance, and the applicable Tariff 13.A item (13.A.1 or 13.A.2). Any adjustment of the licence fee payable to SOCAN from the estimated amount previously paid shall be made and any additional fees due on the basis of the actual seating capacity shall be paid at that time. If the fee due is less than the estimated amount previously paid, SOCAN shall credit the licensee with the amount of the overpayment.

No later than 30 days after the end of each quarter, a licensee shall provide to SOCAN a report setting out for that quarter:

(a) in relation to each audiovisual file that was transmitted, the following information, if available: (i) the title of the program and/or series, episode name, number and season; (ii) the number of plays of each 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; and (vi) the additional information defined below.

(b) in relation to each audio file that was transmitted, the following information, if available, (i) the required information, as defined below; (ii) the number of plays of each file; and (iii) the number of plays of all files.

In this 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 identifier; (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 sound recording is credited; (e) the name of the person who released any sound recording contained in the audiovisual file; (f) the International Standard Recording Code (ISRC) assigned to the sound recording; (g) if the sound recording 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 sound recording. (« *renseignements additionnels* »)

“file” means a digital file of an audio or audiovisual work. (« *fichier* »)

“identifier” means the unique identifier a licensee or its service provider assigns to a file. (« identificateur »)

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

“required information” means, in respect of an audio file, where available (a) its identifier; (b) the title of the musical work or works it contains; (c) whether the file contains an audio track; (d) the name of each performer or group to whom the audio track contained in the file is credited; (e) the name of the person who released the audio track contained in the file; (f) if the licensee believes that a SOCAN licence is not required, information that establishes why the licence is not required; (g) the name of each author of each musical work; (h) the International Standard Recording Code (ISRC) assigned to the audio track contained in the file; (i) in the case of a file containing an audio track, if the audio track contained 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; (j) the name of each music publisher associated with each musical work contained in the file; (k) the International Standard Musical Work Code (ISWC) assigned to each musical work contained in the file; (l) the Global Release Identifier (GRID) assigned to the file and, if applicable, the GRID of the album or bundle in which the file was released; (m) the running time of the file, in minutes and seconds; and (n) any alternative title used to designate the musical work or sound recording contained in the file. (« renseignements requis »)

SOCAN shall have the right to audit the licensee’s books and records, on reasonable notice and during normal business hours, to verify the statements rendered and the fee payable by the licensee.