

~~STATEMENT OF ROYALTIES TO BE COLLECTED FROM COMMERCIAL RADIO STATIONS 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 2011 TO 2013, 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 2012 TO 2014, BY CMRRA-SODRAC INC. (CSI) FOR THE REPRODUCTION, IN CANADA, OF MUSICAL WORKS FOR THE YEARS 2012 AND 2013, BY CONNECT MUSIC LICENSING SERVICE INC. AND THE SOCIÉTÉ DE GESTION COLLECTIVE DES DROITS DES PRODUCTEURS DE PHONOGRAMMES ET DE VIDÉOGRAMMES DU QUÉBEC (CONNECT/SOPROQ) FOR THE REPRODUCTION, IN CANADA, OF SOUND RECORDINGS FOR THE YEARS 2012 TO 2017, AND BY ARTISTI FOR THE REPRODUCTION, IN CANADA, OF PERFORMERS' PERFORMANCES FOR THE YEARS 2012 TO 2014~~

PROPOSED TARIFF

Filed with the Copyright Board by Re:Sound on 2022-10-13 pursuant to subsection 67(1) of the Copyright Act

Proposed Tariff Title: *Re:Sound Tariff 1.A – Commercial Radio (2024-2028)*

For the performance in public or the communication to the public by telecommunication, in Canada, of published sound recordings embodying musical works and performers' performances of such works.

Proposed Short Title: *Re:Sound Commercial Radio Tariff (2024-2028)*

Effective Period: 2024-01-01 – 2028-12-31

RE:SOUND TARIFF 1.A – COMMERCIAL RADIO (2024-2028)

Short Title

1. _____ This tariff may be cited as the *Re:Sound Commercial Radio Tariff (SOCAN: 2011-2013; Re:Sound: 2012-2014; CSI: 2012-2013; Connect/SOPROQ: 2012-2017; Artisti: 2012-2014/2024-2028)*.

Definitions

2. In this tariff,

~~“Act” means the Copyright Act; (« Loi »)~~

“collective societies,” “collectives” or “societies” means SOCAN, Re:Sound, CSI, Connect/SOPROQ and Artisti; (« sociétés de gestion »)

“device” means any device capable of receiving and playing a file, including a computer, digital media player, cellular phone, smartphone, or tablet; (« appareil »)

“file” means a digital file of a sound recording of a musical work or a part thereof, whether or not that sound recording has been published, is in the public domain, is eligible to receive equitable remuneration or is within the repertoire of Re:Sound; (« fichier »)

“gross income” means the gross amounts paid by any person for the use of one or more broadcasting services or facilities provided by a station’s operator, including the value of any goods or services provided by any person in exchange for the use of such services or facilities, and the fair market value of non-monetary consideration (e.g. barter or “contra”), but excluding the following:

(a) income accruing from investments, rents or any other business unrelated to the station’s broadcasting activities. However, income accruing from any allied or subsidiary business that is a necessary adjunct to the station’s broadcasting services and facilities or which results in their being used, including the gross amounts received by a station pursuant to turn-key contracts with advertisers, shall be included in the “gross income”;

(b) amounts received for the production of a program that is commissioned by someone other than the station and which becomes the property of that person;

(c) income from non-interactive streaming, semi-interactive streaming or simulcasting;

~~(e)(d)~~ the recovery of any amount paid to obtain the exclusive national or provincial broadcast rights to a sporting event, if the station can establish that the station was also paid normal fees for station time and facilities; and

~~(d)(e)~~ amounts received by an originating station acting on behalf of a group of stations, which do not constitute a permanent network and which broadcast a single event, simultaneously or on a delayed basis, that the originating station subsequently pays out to the other stations participating in the broadcast. These amounts paid to each participating station are part of that station’s “gross income²²”; (« revenus bruts »)

~~In the case of CSI, this definition is understood to include any income from simulcast; (« revenus bruts »)~~

~~“ingest copy” means a reproduction of a sound recording of a musical work made for the~~

~~purpose of ingesting that sound recording into a radio station's broadcast system; (« copie d'incorporation »)~~

~~“live performance copy” means a reproduction made by a radio station of a live performance of one or more musical works that occurs either at the radio station or at a remote location, but excludes any live performance embodied in a published sound recording; (« copie de prestation en direct »)~~

“low-use station (sound recordings)” means a station that:

~~(a) broadcasts published sound recordings of musical works for less than 20 per cent of its total broadcast time (excluding production music) during the reference month; and~~

~~(b) keeps and makes available to Re:Sound, Connect/SOPROQ and Artisti complete recordings of its last 90 broadcast days; (« station utilisant peu d'enregistrements sonores »)~~

“low use station (works)” means a station that

~~(a) broadcasts works in the repertoire of SOCAN for less than 20 per cent of its total broadcast time (excluding during the reference month; and~~

~~(b) keeps and makes available to SOCAN and CSIRe:Sound complete recordings of its last 90 broadcast days; (« station utilisant peu d'œuvres d'enregistrements sonores »)~~

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

~~“performer's performance” means a performer's performance that has been fixed with the authorization of the performer; (« prestation »)~~

“play” means a single communication of a file or a part thereof, to a single person; (« écoute »)

“production music” means music used in interstitial programming such as commercials, public service announcements and jingles; (« musique de production »)

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

“service provider” means a professional service provider which may be retained by a collective society to assist in its operations including the conduct of an audit, maintenance or improvements to its database or other information technology systems, licensing, enforcement of tariffs, or the distribution of royalties to rights holders; (« prestataire de services »)

“simulcast” means the simultaneous, unaltered, real-time streaming communication of the an over-the-air broadcast signal of the station, or of another station that is part of the same network as the station to which this tariff applies, via the Internet or other similar digital network; («, to a device, which is identical to the original signal and over which the recipient exercises no control over the content or the timing of the communication. For example, the recipient cannot skip, pause, rewind or fast-forward the communication of a file or influence the content of the communication by indicating a preference for a musical genre, artist or sound recording. If the possibility of such interaction exists, a communication is not a simulcast, regardless of whether the end user interacts with the communication or not; (« diffusion simultanée »)

“voice tracking copy” means a reproduction of a sound recording of a musical work that is made for the purpose of being broadcast in association with the station’s simulcasts in Canada, including, but not limited to:

- (a) user revenues, which mean all payments made to facilitate by, on behalf of, or to enable, users to access the making of a simulcast, including, but not limited to, subscriber fees, connect time charges, access or activation fees and any administrative fees, whether made directly to the station broadcaster or to any entity under the same or substantially the same ownership, management or control, or to any other person, firm or corporation including, but not limited to, any partner or co-publisher of a spoken-word recording to be broadcast in association with the station broadcaster, pursuant to an agreement or as directed or authorized by any agent or employee of the station broadcaster; and
- (b) sponsor revenue, which means all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others in connection with the simulcast including, but not limited to, advertising included within the simulcast or played upon selecting a link to the simulcast, or on banner adverts on media players and pop up windows associated with media players whilst the media player is delivering the simulcast, payments associated with syndicated selling, on-line franchising, associate or affiliate programs, bounty, e-commerce or other revenue including revenue from the sale, design, development, manufacture, rental or installation of receiving devices and any other hardware and accessories used in the reception of the simulcast and also includes the value of any goods or services received from any source as barter in connection with the simulcast including, but not limited to, barter received in exchange for providing advertising time or space;

For greater certainty, simulcasting income includes all income accruing from any allied or subsidiary business that sound recording; (« copie is a necessary adjunct to the simulcast and which results in the use of the simulcast, including the gross amounts received by the station broadcaster pursuant to a turn-key contract with an advertiser; (« revenu provenant de préenregistrement vocal-la diffusion simultanée »)

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

Application

3. (1) This tariff sets the royalties to be paid each month by commercial radio stations:

~~(a) in connection with the over the air broadcasting operations of a station~~

~~(i) to communicate to the public by telecommunication in Canada musical or dramatico-musical works in the repertoire of SOCAN and, published sound recordings embodying musical works and performers’ performances of such works in by over the repertoire of Re:Sound, air radio broadcasting and~~

~~(ii) to reproduce in Canada musical works in the repertoire of CMRRA or SODRAC, sound recordings in the repertoire of Connect or SOPROQ and performers’ performances in the repertoire of Artisti; and~~

~~(a) in connection with a simulcast to reproduce in Canada musical works in the repertoire of CMRRA or SODRAC; and~~

~~(2) This tariff also entitles a station to authorize a person to communicate to the public by telecommunication a musical work, sound recording or performer's performance and to reproduce a musical work or performer's performance for the purpose of delivering it to the station, so that the station can use it as permitted in subsection (1).~~

~~(3) This tariff does not~~

~~(a) authorize the use of any reproduction made pursuant to sub-section (1) in association with a product, service, cause or institution; or~~

~~(b) apply to a communication to the public by telecommunication that is subject to another tariff, including SOCAN Tariffs 16, 22 or 25, Re: Sound Tariff 8, the Satellite Radio Services Tariff or the SOCAN Re: Sound Pay Audio Services Tariff.~~

~~In respect of CSI, this tariff applies for the period of November 7, 2012, to December 31, 2013.~~

~~4. This tariff is subject to the special royalty rates set out in sub-paragraph 68.1(1)(a)(i) of the Act.~~

(b) to perform in public by means of any radio receiving set in any place other than a theatre that is ordinarily and regularly used for entertainments to which an admission charge is made, published sound recordings embodying musical works and performers' performances of such works.

(2) This tariff does not apply to a communication to the public by anyone other than a commercial radio station and excludes communications by pay audio signal, satellite radio, and non-interactive and semi-interactive streaming. For greater certainty, this tariff does not apply to the communication to the public by telecommunication of sound recordings to end-users via the Internet or another digital network, to a device, except by simulcast.

Royalties Payable

~~5. 4 month, (1) A low use station (works) shall pay, on its gross income for the reference~~

	SOCAN	CSI
on the first \$625,000 gross income in a year	1.5%	(0.103 × X)%

on the next \$625,000 gross income in a year	1.5%	(0.198 × X)%
on the rest	1.5%	(0.332 —)%

~~where the discount factor $X = 1 - (0.363 \times (A \div B))$, and wherein B is the total number of ingest, live performance and voice tracking copies that are being made by the radio station, and A is the actual number of these copies in compliance with the requirements of section 30.9 of the Act.~~

~~(2)~~ A low-use station (sound recordings) shall pay, ~~on~~ to Re:Sound:

(a) 3.44 per cent of its gross income for the reference month in respect of the communication to the public by telecommunication by over-the-air broadcast referred to in subsection 3(1)(a);

(b) The greater of:

i. 3.44 per cent of its ~~gross~~ simulcasting income for the reference month; ~~or~~

~~(ii) \$0.00176 for the period from January 1, 2012, to November 6, 2012,~~

	Re:Sound	Conne et/ SOPR OQ	Artists
on the first \$625,000 gross income in a year	0.75%	0.134 %	0.003 %
on the next \$625,000 gross income in a year	0.75%	0.257 %	0.005 %
on the rest	0.75%	0.431 %	0.009 %

~~(b) from November 7, 2012,~~

	Re:Sound	Conne et/ SOPR	Artists

	d	0Q	
on the first \$625,000 gross income in a year	0.75%	$(0.103 \times \frac{Y}{Y})\%$	$(0.003 \times \frac{Y}{Y})\%$
on the next \$625,000 gross income in a year	0.75%	$(0.196 \times \frac{Y}{Y})\%$	$(0.004 \times \frac{Y}{Y})\%$
on the rest	0.75%	$(0.329 \times \frac{Y}{Y})\%$	$(0.007 \times \frac{Y}{Y})\%$

- ii. where the discount factor $Y = 1 - (0.351 \times (C : D))$, and wherein D is the total number each play of the ingest and voice tracking copies being made a file in Canada by the radio station, and simulcast;

C is the actual number of these copies in compliance with the requirements of section 30.9 of the Act.

(2) For the purpose of subsections 5(1) and 5(2), the discount factors X and Y are calculated twice a year for the most recent 6 month period ending on June 30 or December 31, and are used until new discount factors are calculated for the next 6 month period.

(1) Except as provided in section 5, a station shall pay, on Subject to a minimum annual fee of \$1,000 per station, in respect of the communication to the public by telecommunication by simulcast referred to in subsection 3(1)(a); and

6.—0.5 per cent of its gross income for the reference month;

(b)(c) for the period from January 1, 2012, in respect of the performance in public referred to November 6, 2012, in subsection 3(1)(b).

	SOCA N	Re:So und	Conne et/ SOPR 0Q	Artisti
on the first \$625,000 gross income in a year	3.2%	1.44%	0.302 %	0.007 %

on the next \$625,000 gross income in a year	3.2%	1.44%	0.593 %	0.012 %
on the rest	4.4%	2.1%	1.231 %	0.025 %

~~(a) from November 7, 2012,~~

	SOCAN	Re:Sound	CSI	Connect/SO PROQ	Artists
on the first \$625,000 gross income in a year	3.2%	1.44%	(0.233 × X)%	(0.230 × Y)%	(0.005 × Y)%
on the next \$625,000 gross income in a year	3.2%	1.44%	(0.457 × X)%	(0.452 × Y)%	(0.009 × Y)%
on the rest	4.4%	2.1%	(0.948 × X)%	(0.940 × Y)%	(0.019 × Y)%

~~where the discount factor $X = 1 - (0.363 \times (A : B))$, and wherein **B** is the total number of ingest, live performance and voice tracking copies that are being made by the radio station, and **A** is the actual number of these copies in compliance with the requirements of section 30.9 of the Act;~~

~~and where the discount factor $Y = 1 - (0.351 \times (C : D))$, and wherein~~

~~**D** is the total number of the ingest and voice tracking copies being made by the radio station, and~~

~~**C** is the actual number of these copies in compliance with the requirements of section 30.9 of the Act.5. Except as provided in section 4, a station shall pay to Re:Sound on its income for the reference month:~~

~~(a) 6.61 per cent on its first \$625,000 gross income in a year, 6.61 per cent on its next \$625,000 gross income in a year, and 9.64 per cent on the rest in respect of the communication to the public by telecommunication by over-the-air broadcast referred to in subsection 3(1)(a);~~

~~(b) The greater of:~~

- ~~i. 9.64 per cent of its simulcasting income; or~~
- ~~ii. \$0.00176 for each play of a file in Canada by simulcast;~~

Subject to a minimum annual fee of \$1,000 per station, in respect of the communication to the public by telecommunication by simulcast referred to in subsection 3(1)(a); and

(c) 0.5 per cent of its gross income in respect of the performance in public referred to in subsection 3(1)(b).

For the purposes of determining royalties payable under section 5, where two or more stations are owned by the same company, the station shall pay royalties based on the total combined gross income for the year of all of the stations owned by the company.

6. _____

~~(2) For the purpose of subsection 6(1), the discount factors X and Y are calculated twice a year for the most recent 6-month period ending on June 30 or December 31, and are used until new discount factors are calculated for the next 6-month period.~~

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

Administrative Provisions

~~(1)~~ Reporting Requirements

~~(a)~~ 7. _____ No later than the first day of each month, a station shall pay the royalties for that month;

and report for the reference month:

(a) the station's gross income ~~for the reference month~~;

~~(b)~~ provide to CSI, for the reference month, the gross income from any simulcast, as well as the station's simulcasting income, including, where applicable, the total number of subscribers (including both free and paid subscriptions) and the total amounts paid by them;

~~(b)~~ (c) the total simulcast audience relative to the over-the-air broadcast audience, the number of listeners and listening hours or, if not available, any other available indication of the extent of the listeners' use of simulcast; and

(d) the number of plays of each file by simulcast; and

(e) the total number of plays of all files by simulcast.

8. At any time during the period set out in subsection 10(2), Re:Sound may require the production of any contract granting rights referred to in section (d) of the definition of “gross income,” together with the billing or correspondence relating to the use of these rights by other parties.

Information on Repertoire Use

9. (1) No later than the 14th day of each month, a station shall provide to Re:Sound, the collective societies the full sequential lists of all musical works and published sound recordings, embodying musical works or parts thereof, broadcast during each day of the reference previous month. For greater clarity, sequential list reporting requires full music use reporting for each day of the month, for 365 days per year. Each entry shall include the following information:

~~(2) On September 1 and March 1, a station electing to benefit from the discount factors X and Y referred to in sections 5 and 6 shall report to CSI, Connect/SOPROQ and Artisti the values A, B, C and D and provide all the information necessary to assess the level of compliance of the station with section 30.9 of the Act for the 6-month periods ending on June 30 and December 31 respectively.~~

~~9. At any time during the period set out in subsection 11(2), a collective society may require the production of any contract granting rights referred to in paragraph (e) of the definition of “gross income”, together with the billing or correspondence relating to the use of these rights by other parties.~~

~~Information on Repertoire Use~~

~~10. (1) Each entry provided under paragraph 8(1)(d) shall include the following information, where available:~~

- ~~(a) the date of the broadcast;~~
- ~~(b) the time of the broadcast;~~
- ~~(c) the title of the sound recording;~~
- ~~(a) the title of the musical work;~~
- ~~(b) the title of the album;~~
- ~~(c) the catalogue number of the album;~~
- ~~(d) the track number on the album;~~
- ~~(e) the record label;~~
- ~~(f) the name of the author and composer;~~

- ~~(c)~~ the name of all performers, record label or the performing group;
- (d) the duration of maker that released the sound recording;
- (e) the name of each author of the musical work;
- (f) the name of the music publisher associated with the musical work;
- (g) the name of each performer or group to whom the sound recording is credited;
- ~~(d)~~(h) the running time of the sound recording as broadcast, in minutes and seconds;
- ~~(e)~~(i) the duration, running time of the sound recording as listed on the album, in minutes and seconds;
- ~~(f)~~(j) if the sound recording was released as part of an album, the name, identifier, product catalogue number and Universal Product Code (UPC) of the album; assigned to the album, together with the associated disc and track numbers;
- (k) the International Standard Recording Code (ISRC) assigned to the sound recording;
- (l) the International Musical Work (ISWC) assigned to the musical work;
- ~~(g)~~(m) the Global Release Identifier (Grid) assigned to the sound recording and, if applicable, the Grid of the album or bundle in which the sound recording; and was released;
- (n) the type of usage (feature, theme, background, etc.);
- (o) any alternative title used to designate the musical work or sound recording; and
- ~~(h)~~(p) the cue sheets for all syndicated programming, with the relevant music use information inserted into the Excel report.

(2) The information set out in subsection (1) shall be provided electronically, in electronic Excel format (Excel format or in any other format agreed upon by the collective societies Re:Sound and the station) where possible, with a separate field for each piece of information required in subsection (1) other than the cue sheets which are to be used to insert the relevant music use information into each field of the report.

~~(2) For certainty, the use of the expression “where available” in subsection (1) means that all the listed information in the station’s possession or control, regardless of the form or the way in which it was obtained, must mandatorily be provided to the collective societies.~~

Records and Audits

10. (1) A station 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 ~~subsection 10(1)~~section 9 can be readily ascertained.

(2) A station shall keep and preserve, for a period of six years after the end of the year to which they relate, records from which the ~~station's gross income~~information set out in section 7 can be readily ascertained.

~~(2) A station shall keep and preserve, for a period of six months after the end of the period to which they relate, records from which the information set out in subsection 8(2) can be readily ascertained.~~

~~A collective society~~

(3) Re:Sound may audit ~~the~~these records ~~referred to in sub-sections (1) and (2)~~ at any time during the period set out ~~therein, in subsection (1) or (2)~~, on reasonable notice and during normal business hours. ~~The collective society~~

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

~~(3) Any of CSI, Connect, SOPROQ and Artisti may audit the records referred to in subsection (3) at any time during the period set out therein, on reasonable notice and during normal business hours. The collective society shall, upon receipt, supply a copy of the report of the audit to the station that was the object of the audit and may also supply a copy of the report to one or more of the other collective societies on request.~~

(5) If an audit discloses that royalties ~~due~~owed to Re:Sound have been understated in any month by more than 10 per cent, the station ~~that was subject to the audit~~ shall pay the reasonable costs of the audit within 30 days of the demand for such payment. The amount of any understatement shall be paid within 30 days of the demand for such payment.

Confidentiality

11. (1) Subject to subsections (2), (3) and (4), information received from a station pursuant to this tariff shall be treated in confidence, unless the station that supplied the information consents in writing and in advance to each proposed disclosure of the information.

(2) Information ~~referred~~received from a station pursuant to in subsection (1)this tariff may be shared:

(a) ~~amongst the collective societies~~ with Re:Sound's agents and ~~their~~ service providers, to the extent required by the service providers for the service they are contracted to provide;

(b) amongst the collective societies;

~~(b)(c)~~ with the Copyright Board;

~~(e)(d)~~ in connection with proceedings before the Copyright Board, if ~~the station had the opportunity to request that it be~~ is protected by a confidentiality order;

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

~~(e)(f)~~ if required by law.

(3) Where confidential information is shared with service providers as per paragraph subsection (2)(a), those service providers shall sign a confidentiality agreement ~~which shall be shared with the affected station prior to the release of the information.~~

(4) Subsection (1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than the station that supplied the information and who is not under an apparent duty of confidentiality to that station with respect to the supplied information.

Adjustments

12. Adjustments in the amount of royalties owed ~~(including excess payments)~~, as a result of the discovery of an error or ~~other wise~~ otherwise, shall be made on the date the next royalty payment is due. No adjustments to reduce the amount of royalties owed may be made in respect of an error discovered by the station which occurred more than 12 months prior to notification to Re:Sound.

~~Interest on~~ Late Payments and Reporting

Any amount

13. (1) In the event that a station does not received by pay the amount owed under this tariff or provide the reporting required by subsection 7 by the due date, the station shall bear pay to Re:Sound interest calculated on the amount payable for the relevant period from that the due date until the date both the amount is and the report are received by Re:Sound. 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.

(2) In the event that a station does not provide the music use reporting required by section 9 within 7 days of the due date, upon written notice by Re:Sound, the station shall pay to Re:Sound

a late fee based on the number of days from the due date to the date the reporting is received by Re:Sound of:

(a) \$10.00 per day for the first 30 days after the due date;

(b) \$20.00 per day for the next 30 days; and

(c) \$50.00 per day thereafter;

until the reporting is received.

Addresses for Notices, etc.

~~11. (1) Anything addressed to SOCAN shall be sent to 41 Valleybrook Drive, Toronto, Ontario M3B 2S6, email: licence@socan.ca, fax number: 416 445 7108, or to any other address, email address or fax number of which a station has been notified in writing.~~

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

~~(2) (2) Anything addressed to CSI shall be sent to 1470 Peel Street, Tower B, Suite 1010, Montréal, Quebec H3A 1T1, email: esi@cmrrasodrac.ca, fax number: 514 845 3401, or to any other address, email address or fax number of which a station has been notified in writing.~~

~~(3) Anything addressed to Connect shall be sent to 85 Mowat Avenue, Toronto, Ontario M6K 3E3, email: radioreproduction@connectmusic.ca, fax number: 416 967 9415, or to any other address, email address or fax number of which a station has been notified in writing.~~

~~(4) Anything addressed to SOPROQ shall be sent to 6420 Saint Denis Street, Montréal, Quebec H2S 2R7, email: radioreproduction@soproq.org, fax number: 514 842 7762, or to any other address, email address or fax number of which a station has been notified in writing.~~

~~(5) Anything addressed to Artisti shall be sent to 1441 René-Lévesque Boulevard W, Suite 400, Montréal, Quebec H3G 1T7, email: radiorepro@uda.ca, fax number: 514 288 7875, or to any other address, email address or fax number of which a station has been notified in writing.~~

Anything addressed to a station shall be sent to the last address, or email address ~~or fax number~~ of which ~~a collective society~~ Re:Sound has been notified in writing.

Delivery of Notices and Payments

~~12. 15. (1) Royalties payable to Connect/SOPROQ are paid to Connect. All other information to which Connect/SOPROQ is entitled pursuant to this tariff is delivered to~~

~~Connect and SOPROQ separately.~~

A notice may be delivered by ~~file transfer protocol (FTP),~~ by hand, by postage-paid mail, by email or by ~~fax-file transfer protocol (FTP).~~ A payment ~~must~~ may be ~~made by credit card or delivered by hand, by postage-paid mail, or by electronic bank transfer (EBT), provided that.~~ Where a payment is delivered by EBT, the associated reporting is required under section 7 shall be provided concurrently to the collective society Re:Sound by email.

~~Information~~ (2) The information set out in sections ~~87~~ and ~~109~~ 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,~~ email, by FTP or by EBT shall be presumed to have been received the day it was transmitted.

Transitional Provisions

~~13. For a period of a maximum of 180 days following the certification of this tariff, a radio station who has never provided a complete sequential list as required under paragraph 8(1)(d) in the past, and who is unable to comply with this requirement immediately, shall continue to be subject to the requirements of section 10 of the Commercial Radio Tariff certified on July 10, 2010. However, during this transitional period, the information it provides must include the music use information listed in subsection 10(1) of this tariff.~~

~~14. Any amount that is otherwise due or payable pursuant to this tariff on or before May 1, 2016, shall be due or payable no later than September 1, 2016, and shall be increased by using the multiplying interest factor (based on the Bank Rate) set out in the following table with respect to each period.~~

	2011	2012	2013	2014	2015	2016
January	1.0613	1.0488	1.0363	1.0238	1.0113	1.0025
February	1.0602	1.0477	1.0352	1.0227	1.0104	1.0019
March	1.0592	1.0467	1.0342	1.0217	1.0096	1.0013
April	1.0581	1.0456	1.0331	1.0206	1.0088	1.0006
May	1.0571	1.0446	1.0321	1.0196	1.0079	1.0000
June	1.0560	1.0435	1.0310	1.0185	1.0071	

July	1.0550	1.0425	1.0300	1.0175	1.0063	
August	1.0540	1.0415	1.0290	1.0165	1.0056	
September	1.0529	1.0404	1.0279	1.0154	1.0050	
October	1.0519	1.0394	1.0269	1.0144	1.0044	
November	1.0508	1.0383	1.0258	1.0133	1.0038	
December	1.0498	1.0373	1.0248	1.0123	1.0031	