

Copyright Board  
Canada



Commission du droit d'auteur  
Canada

Ottawa, August 21, 2013

**FILE: 2012-UO/TI-16**

**UNLOCATABLE COPYRIGHT OWNER**

**Non-exclusive licence issued to Rebecca Jenkins, Vancouver, British Columbia, authorizing the reproduction and communication to the public by telecommunication of a film**

Pursuant to the provisions of subsection 77(1) of the *Copyright Act*, the Copyright Board grants a licence to Rebecca Jenkins as follows:

- (1) The licence authorizes the reproduction and communication to the public by telecommunication of a film entitled "Bye Bye Blues" for distribution through various means including, but not limited to, television (free, pay, cable, satellite, etc.) and Internet, in Canada.
- (2) The licence expires on August 31, 2023.
- (3) The licence is non-exclusive and valid only in Canada. For other countries, it is the law of the country that applies.
- (4) The issuance of the licence does not release the licensee from the obligation to obtain permission for any other use not covered by this licence.
- (5) For the purpose of this licence, the licensee is considered as the distributor of the film.

The licensee will pay the Producers Audiovisual Collective of Canada (PACC) a distribution fee of 50 percent of the licensee's gross receipts resulting from the distribution of the film. The licensee will also pay PACC a \$5,000 fully-recoupable advance; the advance is to be recouped out of the distribution fee otherwise payable to PACC.

The licensee will be responsible for negotiating and paying residuals.

Distribution expenses, including residuals, will be borne by the licensee.

Accounting statements and payment will be made annually to PACC within 60 days of the end of each calendar year.

PACC may audit the licensee's records at any time during the term of the licence and for two years following the expiry of the licence. The right to conduct an audit will be transferable to the copyright owner if located.

The licensee may enter into an agreement with a sub-distributor provided it does so under the same terms as those set out in the licence. The licensee will impose on any such sub-distributor the obligations that are incumbent to the licensee pursuant to the licence; the licensee will remain liable to PACC. The licensee will instruct its sub-distributor to direct accounting statements and payments directly to PACC. Any costs related to the entering into of a sub-distribution agreement will be borne by the licensee; for more clarity, there will be no deduction from PACC's distribution fee as a result of a sub-distribution agreement.

PACC may dispose of those amounts as it sees fit for the general benefit of its members. PACC undertakes, however, to reimburse the amount to any person who establishes, before August 31, 2028, ownership of copyright of the work covered by this licence.

(6) The coming into force of this licence is conditional on PACC's filing with the Board the Notice of Receipt of Payment and Undertaking which confirms that the advance, as specified in paragraph (5), has been received and its undertaking to comply with the conditions set out in same.

(7) The copyright owner can terminate the licence by presenting a written notice to this effect to the applicant. The applicant will cease using the work for the uses granted in this licence, no later than 30 days after the receipt of the notice. The copyright owner who terminates the licence is still entitled to the royalties described in paragraph (5).



Gilles McDougall  
Secretary General