

**Agreement**

**between**

**the Société professionnelle des auteurs et des compositeurs du Québec (SPACQ)**

**and**

**the CBC**

March 25<sup>th</sup>, 2002 to March 24<sup>th</sup>, 2004

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## PREAMBLE

The PARTIES state as follows:

FIRST: The CBC is a political body created under the Broadcasting Act (S.C. 1991 c. 11). Its mission is to give expression, over the airwaves, to the interests and aspirations of Canadians in the spheres of national life; and

SECOND: The SPACQ is an organization constituted under the provisions of the Quebec Companies Act, Part III (R.S.Q., c. C-38). Its primary mission is to promote and to protect the professional, economic, social, and moral interests of its members.

On May 17, 1996, the SPACQ received certification from the Canadian Artists and Producers Professional Relations Tribunal, which enabled the organization to represent a bargaining sector that include writers, composers, and songwriters of

- (a) Songs in the French language commissioned by a producer to whom the Status of the Artist Act (S.C. 1992, c. 33) applies;
- (b) Music without words commissioned by a French language broadcast undertaking, when the composer is a resident of Quebec
- (c) Music without words commissioned by any producer in Quebec to whom the Status of the Artist Act (S.C. 1992, c. 33) applies, when the composer is a resident of Quebec.

THIRD: The rules listed below only concern the officially mentioned items in the Agreement.

## **SECTION 1 DEFINITIONS**

### **1.01 Adaptation**

Composition of a piece of music on the basis of pre-existing musical works and for which the CBC holds a license or adaptation rights. For the purposes of this Agreement, and unless the context indicates otherwise, composition includes adaptation.

### **1.02 Master tape**

Recording of the work commissioned after the approval of its final version by the CBC

### **1.03 Co-production**

Program or line-up of programs not exclusively produced by the CBC

### **1.04 Broadcast**

Communication of any work to the public

### **1.05 Program**

Depending on the context, the term may also refer to promotion.

### **1.06 Employee**

Person employed by the CBC in a position covered by a bargaining certificate issued by the Canada Industrial Relations Board

### **1.07 Credits**

List of participants in a particular program

### **1.08 Demo**

Sample or soundtrack of what may be the musical work

### **1.09 Derivative product**

Type of use of work commissioned for purposes other than its broadcast by the CBC

### **1.10 Rewrite**

Major change in the work structure which brings a change in the terms of the initial contract

### **1.11 Alterations**

Minor corrections that do not change the musical work structure or the terms of the initial contract

### **1.12 Final version**

Integral version of the work commissioned, ready for recording after CBC approval

## **SECTION 2 SCOPE**

**2.01** The Agreement applies to any work commissioned from a writer, composer, or songwriter represented by the SPACQ and intended

(a) For CBC programs where the basic signal is broadcast on radio, television (including RDI), CBC International, the Internet or by any other technological media, known or to be known; and

(b) For the programs produced under a Co-production Agreement where the CBC is designated to retain the services of the writer, composer, or songwriter.

**2.02** The Agreement does not apply to

(a) CBC employees whose functions include the composition of songs in the French language or music;

(b) Lyricists when they are also the authors of dramatic or literary pieces commissioned by the CBC.

**2.03** When entering into an agreement for the co-production of a program, the CBC must ensure that in the agreement an individual is appointed effectively to retain the services of the writer, composer, and songwriter for the purposes of the co-production.

In any case, the CBC must inform the SPACQ, under any circumstances, of said appointment as soon as possible before the start of program production.



## **SECTION 3 RELATIONSHIPS BETWEEN PARTIES**

### **Union recognition**

**3.01** The CBC recognizes the SPACQ as the only representative and bargaining agent of the writers, composers, and songwriters working in the sector mentioned in the bargaining certificate granted to the SPACQ on May 17, 1996 by the Canadian Artists and Producers Professional Relations Tribunal.

### **Dues**

**3.02** The CBC shall deduct professional dues of 2% from the fee charged by the writer, composer, or songwriter who is a SPACQ member, and of 4% in the case of a non-member.

The CBC shall comply with any changes made in the professional dues during the term of the Agreement, provided the SPACQ informs the CBC of these changes at least sixty (60) days before their effective date.

**3.03** The CBC shall transfer these professional dues to the SPACQ at the latest twenty-one (21) days after the end of the month when the deduction was made.

### **Joint committee**

**3.04** The parties shall agree on forming a joint committee to discuss any matters related to the application or interpretation of the Agreement. The committee shall also study any issue that is not provided for or not settled in a satisfactory manner in the Agreement concerning the relationships among the CBC, the SPACQ, and the writers, composers, and songwriters.

**3.05** The committee may be convened by either party. The party requesting a committee meeting shall provide the agenda at least seven (7) days in advance.

## **Grievance procedure**

**3.06** A party shall advise the other party within thirty (30) days if informed of any disagreement regarding the interpretation or application of the Agreement or of any contract entered into thereunder.

Within fifteen (15) days following this notice, the parties shall attempt to settle the disagreement.

Failing any agreement, the party shall write a grievance and transmit it to the other party at the latest within forty-five (45) days of the event or of the time it became known to the complainant, unless there is an agreement to extend the time.

**3.07** Any grievance shall be submitted in writing on the Form attached as Appendix I. The nature of the disagreement, the provisions of the Agreement at issue, as well as the remedy sought shall be stated briefly. The grievance must be signed by the complaining party.

Writers, composers, or songwriters may also bring a complaint. However, they may not accept any settlement that is less than the Agreement minimum terms.

**3.08** The grievance thus lodged shall be subject to a review by the committee under section 3.04 within ten (10) days following its filing. If no agreement is reached, the grievance shall then be referred to arbitration. At the end of the joint committee meeting, the minutes of the meeting shall be read and signed by representatives of the two (2) parties.

**3.09** In case the grievance is referred to arbitration, the parties must agree on a single arbitrator. If the parties do not agree, either may ask the Minister of Communications to appoint an arbitrator on their behalf.

**3.10** The arbitrator shall have full authority to dispose of the grievance and to rectify completely and definitively any material consequences that arise from a violation of the Agreement or a contract entered into hereunder, without exceeding the rates and other amounts as provided under the agreement. The arbitrator may not order the payment of fees or expenses to either party.

**3.11** The arbitrator shall hear the grievance and deliver an award, within sixty (60) days following the end of the hearing, if possible. The arbitrator's award shall be final and binding on both parties.

**3.12** The cost of the arbitrator shall be equally divided between the parties; except by mutual agreement, the parties shall not share any other fees.

**3.13** The parties may agree in writing to change any time limit as provided under this section. Any non-compliance with a certain time limit shall be reported promptly, failing that, such non-compliance may not be raised during arbitration.

## SECTION 4 GENERAL PROVISIONS

### **Purpose and operation of Agreement**

**4.01** The purpose of the Agreement is to set forth minimum requirements governing the commissioning of works from writers, composers, and songwriters.

The parties acknowledge that the terms, fees and minimum requirements of the Agreement do not concern the production and **ownership** of the master tape.

**4.02** The writer, composer, or songwriter shall always remain free to renegotiate the contract with the CBC and to obtain more advantageous terms in his contract than the stipulations of the Agreement.

Such advantages may not reduce the other minimal terms regarding remuneration or service performance as provided under the Agreement.

**4.03** The CBC may not, by itself or through another party, enter into a contract of any kind that negatively affects, directly or indirectly, the minimum requirements set forth in the Agreement, including the rates.

### **SOCAN and SODRAC licenses**

**4.04** The CBC holds, and intends to hold, SOCAN and SODRAC licenses and to pay any required royalties to all copyright collectives.

Any use of works to which the CBC is entitled under the Agreement shall also be allowed, subject to sections 9.13 and 9.14 and, as the case may be, in view of the writer's, composer's, or songwriter's current or future membership in SOCAN or SODRAC.

**4.05** The CBC acknowledges the need to respect the work submitted by a writer, a composer, or a songwriter. Changes in industry standards must be taken into account in appreciating any disagreement regarding this aspect.

#### **Computation of time limits**

**4.06** For the computation of any time limit set under this Agreement or the contract,

- (a) The first day which marks the start of the time limit is not counted, but the last day is counted;
- (b) non-judicial days are counted except for any time limit of ten (10) days or less;
- (c) when the last day is a non judicial day, the time limit shall extend to the next judicial day; and
- (d) Saturdays and Sundays are considered non judicial days.

#### **Notices**

**4.07** Notices, which must be sent in accordance with the provisions of the Agreement or contract, shall be given in writing. Notices shall be deemed duly given if delivered in person or by courier or sent by registered mail or by fax with a paper copy sent by mail to the address of each party written at the beginning of the contract or to any other address provided subsequently by written notice of the parties.

Notices shall be deemed received upon delivery, three (3) days after the mailing of the envelope, or the day on which it was sent by fax.

#### **Headings**

**4.08** Headings are provided as reference only.

#### **Masculine gender**

**4.09** The masculine gender shall be used in this document, not to discriminate against women, but only to enhance the readability of the text.

## **SECTION 5 COMMISSION AND CONTRACT**

### **Commission**

**5.01** The commissioning of works shall be made under the provisions of the Agreement and in a written contract drawn up in accordance with Appendix II.

**5.02** The contract shall be signed before the start of delivery of services, unless there are exceptional circumstances.

**5.03** The contract shall be executed in triplicate. The SPACQ shall receive one copy from the CBC within a reasonable period.

**5.04** If the work commissioned is intended for television, the CBC may provide the writer, composer, or songwriter with an audiovisual copy of the program, under the terms agreed between them.

**5.05** If the work commissioned is an adaptation, the CBC shall provide the writer, composer, or songwriter with the score or a sound medium containing the work.

### **Contract**

**5.06** The contract must mention

- (a) the type of service or name of program;
- (b) the approximate duration of the works commissioned;
- (c) the number of episodes for which the services of the writer, composer, or songwriter are retained, if applicable;
- (d) whether the work is an original or an adaptation;

- (e) specific information on the work commissioned (e.g., approximate number of performers and their functions, number of instruments, songs, themes, and type of music), if possible;
- (f) the stages, if applicable, and the delivery date(s) to the CBC, as well as any specific information on the form;
- (g) the composition fee and (the) date(s) of payment;
- (h) the name of the individual authorized by the CBC to act as spokesperson for the writer, composer, or songwriter and to represent him with regard to any issues concerning the creating delivery, and acceptance of the work commissioned;
- (i) as the case may be, the membership of the writer, composer, or songwriter in SOCAN, SODRAC, or any other copyright collective, as well as the existence of a contract for the commissioning of any work;
- (j) if applicable, a provision whereby the CBC is entitled to use the work, along with products and services, for purposes of program advertising.

**5.07** CBC shall not assign to another party, in part or in full, its rights and obligations as set forth in the contract without prior written consent of the author, composer or songwriter. This assignment may not release the CBC from its current obligations to the author, composer, or songwriter and the SPACQ under the contract or the Agreement.

**5.08** The contract shall be binding upon and enure for the benefit of the author, composer, or songwriter and the CBC as well as their respective successors, heirs, legatees, fiduciaries and other legal representatives.

### **Provision of Services**

**5.09** The writer, composer or songwriter shall provide the CBC with personal services or, in the case of a legal entity, with the personal services of the person identified in the contract to compose any work according to the terms and conditions set forth in the contract and in the Agreement.

**5.10** The writer, composer, or songwriter shall not provide exclusive services to the CBC but he shall remain available and diligent as necessary to meet any production and broadcasting needs within the time limits provided under the contract.

**5.11** In the event that the author, composer or songwriter enters into a contract with a third party to fill the order set forth in the contract:

- (a) he shall remain fully responsible to the CBC for all obligations and warranties provided under the contract and in the Agreement;
- (b) he shall not hold the CBC liable.

**5.12**

(a) When the CBC requires the services of two (2) or more writers, composers or songwriters for a single work so that it is impossible to separate their respective contributions, they shall be considered, for the purpose of the Agreement, as a single writer, composer or songwriter. They are parties to the same contract and shall jointly benefit of the rights and share the obligations.

(b) The writers, composers or songwriters shall agree amongst themselves on the division of the composition fee and the copyright to be included in the contract before signing.

**5.13** If the CBC requires the services of two (2) or more writers, composers, or songwriters for the composition of distinct works to be used in the same program or series of programs, the artists shall be informed in advance, and each shall sign a different contract.

**5.14** While the writer, composer, or songwriter is delivering his services, and for that purpose, the production team shall grant him access to the music library, the library, and, in exceptional cases, the archives.



## **SECTION 6 DELIVERY AND CHANGES**

### **Delivery**

**6.01** The delivery(ies) for approval shall be subject to the relevant terms of the contract.

**6.02** The CBC shall advise the writer, composer, or songwriter of its acceptance or rejection of the work, or of any requests for modifications, within twenty-one (21) days after delivery; failing that, the delivery shall be deemed accepted.

### **Changes**

**6.03** Any alteration requested by the CBC must be made within the time agreed on by the parties.

**6.04** The work may only be re-written by the writer, composer, or songwriter, or by any other individual approved of by the parties, under the terms to be negotiated between them.

**6.05** Any changes to the requirements set forth in the contract shall be made in writing as an appendix. A copy of such Appendix shall be sent by the CBC to SPACQ within a reasonable time period.

### **Cancellation after delivery**

**6.06** If the CBC rejects a delivery, or if the parties fail, within a reasonable time, to reach any understanding with respect to alterations, re-write, or conditions to carry them out, the CBC shall be entitled, notwithstanding section 7.01, to terminate the contract by sending an explanatory note to the writer, composer, or songwriter.

The CBC shall pay the fee fixed by the contract as well as any fringe benefits due for the project's last stage. If no stage is provided, the payment shall amount to 50% of the fee plus fringe benefits.

Payment shall be made without undue delay.

## **SECTION 7 TERMINATION OF CONTRACT**

**7.01** A contract may be terminated in the following cases:

- (a) By mutual agreement;
- (b) At the end of a program where the writer, composer, or songwriter is bound by contract for several episodes;
- (c) Upon any cause or event not within the control of either party;
- (d) For any just and sufficient cause ;
- (e) If the writer, composer, or songwriter is physically or mentally incapacitated.

**7.02** The joint termination agreement shall be made in writing. This agreement shall not release the CBC from its obligations to the writer, composer, or songwriter and the SPACQ with regard to the Agreement's minimum terms.

In other cases, the intention to terminate shall be the subject of a written notice to the other party.

A copy of the joint termination agreement or the termination notice shall be issued to the SPACQ without undue delay.

**7.03** The parties shall come to a reasonable understanding with regard to the contract termination, failing that, the disagreement might result in a grievance and be referred to expedited arbitration.

**7.04** Payments that are due following a termination shall be made without undue delay.

## **SECTION 8 FEES, FRINGE BENEFITS, AND OTHER CHARGES**

### **Fee**

**8.01** No fee may be lower than the applicable minimal rate.

**8.02** The CBC shall not make any deductions from the fee except as permitted by law and the Agreement.

**8.03** The fee shall be payable on the date(s) provided by the contract.

**8.04** For commissions of concert music of a twenty (20) minute duration or less, the minimal rate applicable shall be as listed in Appendix III. Fees charged for works exceeding twenty (20) minutes shall be negotiated by mutual agreement.

**If the music is commissioned for promotion purposes, the fee shall be negotiated by mutual agreement between the parties for the term of the current Agreement.**

**For any other commission, the fee shall be negotiated between the parties; however, under no circumstance shall the fee be less than the minimal rate listed in Appendix V.**

**8.05** Fees do not include GST, QST or any other applicable taxes or the costs of any copying and reproduction of scores, which shall be borne by the CBC.

### **Fringe benefits**

**8.06** In addition to the fees, the CBC shall pay the writer, composer, or songwriter a contribution equal to nine per cent (9%) of its fee as fringe benefits.

Within sixty (60) days of receipt of a written notice by SPACQ, the CBC shall pay the fringe benefits allowance to the persons designated by the SPACQ.

## **Travel expenses**

**8.07** If the writer, composer, or songwriter travels at the CBC's request, the living and travel allowance, as well as the terms of travel, shall not be less than what the CBC provides for its own employees. The CBC shall inform him of the expenses allowed before departure.

## **SECTION 9 USE OF WORKS**

### **Copyright holder**

**9.01** The writer, composer, or songwriter shall be the primary owner of the copyright on the work commissioned. No right shall be deemed to be acquired by the CBC other than those granted under the Agreement.

### **CBC prerogatives**

9.02 Except as stipulated to the contrary under the contract, in consideration of the timely payment in full of fees and fringe benefits, the CBC shall be entitled, for the term of the copyright, to proceed with any operation caused by its production and broadcasting needs or ancillary business activities on its national, international and complementary markets worldwide.

**9.03** The CBC may re-use any work or part thereof. However, the work may only be integrated into another program if the work refers to the program for which the work was commissioned.

**9.04** The CBC may make use of a program, or part thereof, which contain the work.

**9.05** The writer, composer, or songwriter grants to the CBC the right to use, and authorize third parties to use, his names, first names, likeness, and biographical notes for the exploitation of the program and his work, unless he gives the CBC a prior notice in writing that he does not want to participate in the promotion of such program or work.

## **Performance of work**

**9.06** The CBC shall hold the exclusive rights to premiering any work of concert music. The 'premiere' means the work's first public presentation. The CBC must premiere the work, or inform the writer, composer, or songwriter of the date chosen for the premiere, within five (5) years following the date the work was accepted. Failing that, the writer, composer, or songwriter may recover, upon request, all performance rights on his work.

In every other case, the CBC must broadcast the work, or inform the writer, composer, or songwriter of the date chosen for its broadcast, within five (5) years following the date the work was accepted. Failing that, the writer, composer, or songwriter may recover, upon request, all broadcasting rights to his work by refunding the composition fee initially paid by the CBC.

## **Use of the work for educational purposes**

**9.07** The CBC shall make available the work for educational purposes and off-the-air productions for any non-profit, ethnic, religious, cultural or educational organization or institution. A representative of the organization or institution shall sign a CBC discharge form.

## **Festivals and competitions**

**9.08** The CBC may make the work available for festivals or competitions organized by non-profit organizations.

## **Exchanges**

**9.09** The CBC may exchange the program containing the work with other radio or television stations.

## **Derivative products**

**9.10** Except as stipulated otherwise under the contract, the CBC shall be the sole user of the work.

**9.11** Before the CBC may use any derivative product of any work, it shall, within a reasonable period, inform the writer, composer, or songwriter of such intended use.

## **Unusual derivative products**

**9.12** Before the CBC may use the work in an unusual derivative product, it shall obtain the consent of the writer, composer, or songwriter.

## **Copyright collectives**

**9.13** The Agreement and the contract between the CBC and the writer, composer, or songwriter do not affect in any manner the obligation of third parties doing business with the CBC to obtain any licenses in Canada and throughout the world from copyright collectives, such as SOCAN, SODRAC, SACEM, and SDRM, and to pay all required royalties.

**9.14** Any rights acquired by the CBC with respect to the work shall remain subject to the agreements entered into by the writer, composer, or songwriter on the day of the contract or for its duration, with a copyright collective or association or any similar organization aiming at the collection of fees and issuance of licenses for public broadcasting through telecommunication, public performance, and, as the case may be, reproduction of any work throughout the world (including SOCAN, SODRAC, and CMRRA), as provided in the contract.

The contract and the Agreement do not affect, and should not be construed as affecting, the rights of the writer, composer, or songwriter to receive and collect any amounts directly attributed and paid by these copyright collectives or associations or organizations.

**9.15** If the writer, composer or songwriter is not a member of SODRAC or of a similar copyright collective or association, the CBC shall reach an agreement with him under a separate contract, on the terms of use of the work as stipulated by section 9.10 and 9.12, or in connection with productions other than the program for which the work was commissioned.

## **Scores**

**9.16** The original scores shall be the property of the CBC.

## **Limitations on use of work**

**9.17** The CBC shall not, by itself or through a third party, obtain more rights than those stipulated under the Agreement or any rights that the CBC may not obtain under the Agreement.

## **SECTION 10    DECLARATIONS AND WARRANTIES**

**10.01** Upon the execution of the contract, the writer, composer, or songwriter warrant that

- (a) the work commissioned shall be original, devoid of any libel and defamation, and shall not infringe upon anybody's rights, including, but not limited to, copyrights, privacy rights, or any rights whatsoever;
- (b) there exists no contract of assignment of copyrights for the works commissioned, no license or other agreement, and no legal facts or extra-contractual obligations that would limit or affect the CBC's full use of the rights and licenses granted to it, except for a membership in SOCAN, SODRAC or other similar copyright collectives or organizations, or a publisher's agreement set out in the contract. The rights and licenses in question shall be free from any hypothecs, charges, options, and litigation, actual or future;
- (c) the CBC shall not be prevented from making full use of the rights, benefits and authorizations acknowledged and granted to it;
- (d) any information and documents provided by the CBC for the delivery of the commission shall remain confidential, except for those regarding SPACQ representatives required for the implementation of the Agreement; and
- (e) during the term of the copyright, for any use of the work, on any medium, it shall be mentioned that the work was commissioned by the CBC, subject to the last paragraph of section 9.06 of the Agreement.

**10.02** In the event that the CBC commissions from the writer, composer, or songwriter any adaptation, the latter acknowledges that the adaptation shall be subject to the warranties set out in section 10.01.

**10.03** Upon its execution of the contract, the CBC warrants that the musical, literary, or dramatic material it provides

- (a) contains nothing that is prejudicial to the rights of others;
- (b) does not infringe upon any copyrights or moral rights of others by being used by the writer, composer, or songwriter for the premiering of works commissioned; and
- (c) has been the subject of a release of all necessary rights in the case of any adaptation.



## **Civil Liability**

**10.04** The party which is sued or may be sued, shall notify the other party immediately after being informed of a complaint or an eventual civil suit related to the warranties provided under sections 10.01, 10.02 and 10.03.

**10.05** Should the writer, composer, or songwriter be sued with regard to the production, broadcast, or use of the program or the work commissioned, the CBC shall cover any legal and extra-judicial costs.

The writer, the composer or the songwriter shall cooperate with the CBC in order to defend the case in the proceedings.

**10.06** If the final judgment finds the writer, composer, or songwriter at fault with respect to any of the warranties set out in sections 10.01 and 10.02, he must indemnify the CBC for any legal and extra-judicial costs.

**10.07** Any out-of-court settlement, transaction, or confession of judgment involving a third party and concerning legal recourse with respect to the warranties provided for under sections 10.01 and 10.02, shall require the consent of the CBC and of the writer, composer, or songwriter.

**10.08** If the suit concerns the warranties set out in sections 10.03, the CBC shall assume full responsibility for any condemnation in damages and any legal and extra-judiciary costs incurred.

The CBC may agree to any out-of-court settlement, transaction, or confession of judgement involving a third party that concerns legal recourses with respect to these warranties.

## **SECTION 11 CREDITS AND ADVERTISING**

**11.01** The creative contribution of the writer, composer, or songwriter shall be properly mentioned in the credits of the television program.

However, the writer, composer, or songwriter may waive this right by submitting a written request to the CBC.

**11.02** The waiving by the writer, composer, or songwriter of the right to be mentioned in the credits does not deprive him of any other rights he enjoys under his contract, the Agreement, and the Copyright Act (R.S.Q., c. C-30).

**11.03** Only writers, composers, or songwriters who have signed a contract in accordance with the Agreement are entitled to the recognition of their contributions.

**11.04** The CBC may advertise the program that contains the work commissioned as long as the advertisement is descriptive of the program and the work is broadcast no longer than (5) minutes.

## **SECTION 12 CALL FOR TENDERS**

**12.01** The CBC may call for tenders before signing a contract with a writer, composer, or songwriter.

**12.02** The written call for tenders must include

- (a) the date and time of closing;
- (b) the nature and purpose of the program; and
- (c) specifics about the work commissioned (nature, style, ambience, total duration, turnaround time, etc.).

The information contained in the call for tenders shall be confidential and should not be released to third parties.

**12.03** The writer, composer, or songwriter who submits a demo in response to a call for tenders but whose services are not retained shall receive compensation by the CBC.

**12.04** Demos submitted in response to a call for tenders shall remain the full and exclusive property of the writer, composer, or songwriter.

The demo shall only be lent to the CBC in order to choose the writer, composer, or songwriter.

### **SECTION 13 FINAL PROVISIONS**

**13.01** The Agreement shall be effective on **March 25<sup>th</sup>, 2002 and expire on March 24<sup>th</sup>, 2004. It will be renewed automatically thereafter from year to year, unless one of the parties informs the other, in writing, of its intention to re-negotiate the Agreement within ninety (90) days before its expiry.**

**13.02** The terms of the Agreement shall remain in effect until the signature of a new agreement.

**13.03** Any contracts entered into before the execution of the Agreement shall be effective until their expiry.

**IN WITNESS WHEREOF, the parties have signed this agreement through their duly authorized representatives on this 25<sup>th</sup> of March 2002:**

**CBC**

---

Robert Rabinovitch  
President and Chief Executive Officer

---

Michèle Fortin  
Vice-President  
French Television

---

Sylvain Lafrance  
Vice-President  
French Radio

---

Johanne Charbonneau  
Vice-President and  
Chief Financial Officer

---

George C.B. Smith  
Vice-President, Human Resources

**BARGAINING COMMITTEE**  
**CBC**

---

Chantal Fortin  
Spokesperson

---

Roselyne Slythe  
Coordinator, Administration of Productions  
Television

---

Denis Rochefort  
Coordinator, Administration of Productions  
Television

---

Michèle Constant  
Unit Administrator  
Radio

**SOCIÉTÉ PROFESSIONNELLE DES AUTEURS  
ET DES COMPOSITEURSDU QUÉBEC (SPACQ)**

---

Marc Ouellette  
President

**BARGAINING COMMITTEE**

---

Francine Bertrand-Venne  
General Manager

---

Colette Matteau  
Spokesperson for the SPACQ

## LIST OF APPENDICES

**Appendix I:** Grievance Form

**Appendix II:** Standard Contract

**Appendix III:** **Minimal** rates for concert music

**Appendix IV:** Letter of Understanding (Internet)

**Appendix V:** **Minimal rates**



## APPENDIX I

# Grief / Grievance

Lieu et no du grief / <i>Location and Grievance No.</i>
Convention visée / <i>Agreement involved</i> <b><u>SPACQ</u></b>
Article(s) visé(s) / <i>Article Number(s) involved</i>

## Exposé du grief / Grievance

## Réclamation / Claim

Chef de service du plaignant:  
*Grievor's Supervisor:*

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Le grief a-t-il été porté à l'attention du Chef de service?    Oui    Non  
Has grievance been discussed with Supervisor?    Yes    No

Par qui? / *By whom?*

---

TRAITEMENT (à l'usage exclusif du bureau)  
*PROCESSED (For office use only)*

No de la réunion locale / <i>Local meeting no.</i>	Date
Suite / <i>Action</i>	
Deuxième étape / <i>Second step</i>	Date
Suite / <i>Action</i>	

## SIGNATURES

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Le plaignant / *Grievor*

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Le délégué / *Representative*

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Nature du grief / Type of grievance

Date

**APPENDIX II**

**EMPLOYMENT CONTRACT BETWEEN**

**CANADIAN BROADCASTING CORPORATION,**  
1400 René-Lévesque Boulevard East, Montreal, Quebec H2L 2M2

**CONTRACT**

No.: \_\_\_\_\_

**AND**

Name: \_\_\_\_\_

Pr serv. de: \_\_\_\_\_

**SIN:**

Address: \_\_\_\_\_

Member: No.:

Non-member

GST/QST No.: \_\_\_\_\_ / \_\_\_\_\_

Program title	PROGRAM No. / COST CENTRE	Radio Television
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**1. TYPE OF ENGAGEMENT**

writer	composer
composer	songwriter

**2. WORK**

original	work adaptation
title of the work: _____	

**3. SPECIFICS OF WORK**

musical theme	series ; for _____ episodes (if applicable)	concert
credits	other: _____	

**4. WORK FEATURES (continued)**

⇒ duration of work:

\_\_\_\_\_

⇒ number of musicians (if applicable):  
 \_\_\_\_\_  
 ⇒ number of singers (if applicable):  
 \_\_\_\_\_  
 ⇒ style:  
 \_\_\_\_\_  
 ⇒ instruments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1. FEE:  
 The CBC shall pay a fee of \$ \_\_\_\_\_ to the composer. Applicable GST and QST shall be added to the fee. The CBC shall deduct professional dues—2% for members and 4% for non-members—that it later pays to the SPACQ.

2. TERMS:  
 Equipment provided by the CBC:  
 \_\_\_\_\_  
 \_\_\_\_\_

Delivery:				Fee:
stages	_____			
_____	DAT	score*	other	
other	_____	_____	_____	
_____	DAT	score*	other	
other	_____	_____	_____	
final version:				
_____	DAT	score*	other	
other	_____	_____	_____	
Premiering				
_____				
	_____			
	(date)			

1. \_\_\_\_\_ represents the CBC in the capacity of spokesperson for the composer and to represent it with regard to any issue concerning the premiering, delivery, and acceptance of the work.

2. Membership/Contracts:

SOCAN:

SODRAC:

Other relevant management companies: \_\_\_\_\_

3. The CBC requires that any information and documents provided for the performance of the commission remain confidential, except those concerning SPACQ representatives involved in the implementation of the Agreement.
4. The composer acknowledges that the CBC may use the work to promote the program, jointly with products or services.
5. In the event of the invalidation of a particular provision in the contract because it is deemed contrary to the Agreement, the other contractual provisions shall not be invalid.
6. Other conditions: See appendix, if applicable.

In witness whereof, the parties have signed in \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Canadian Broadcasting Corporation

Composer or Business

### APPENDIX III

#### Minimal rates for commissions of concert music of a 20-minute duration or less

I	Number of performers	\$ per minute
	one or two	<b>277</b>
	three	<b>317</b>
	four	<b>331</b>
	five	<b>345</b>
	six	<b>359</b>
	seven	<b>372</b>
	eight	<b>385</b>
	nine	<b>399</b>
	ten	<b>413</b>
II	Orchestra	
	Up to 15 <b>parts</b>	<b>413</b>
	More than 15 <b>parts</b>	<b>529</b>
III	Choir	
	A cappella (or with piano)	<b>331</b>
	Instrumental (up to ten performers)	<b>413</b>
	With chamber orchestra (more than ten performers)	<b>455</b>
	With full orchestra (more than 15 parts)	<b>529</b>
IV	Electro-acoustic music	
	Studio rental, if required	<b>413</b>
V	Incidental music	
	Opera, ballet, multimedia	by mutual agreement

## APPENDIX IV

One year after the execution of the Agreement, upon request from either party, a joint committee shall be created to discuss the commissioning of musical works by the CBC for use on the Internet.

CANADIAN BROADCASTING  
CORPORATION  
by:

SPACQ  
by:

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Chantal Fortin  
Consulting Services Department  
Human Resources

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## **APPENDIX V**

### **MINIMAL RATES**

**Considering that, in accordance with sections 4.03 and 9.17 of the Agreement and in keeping with CBC policy, the writer, composer, or songwriter does not grant publishing rights for music to the CBC or any affiliated party;**

**Considering that, in accordance with section 4.01 of the Agreement, the composition fee shall not cover the production or ownership of master tape, or any music performance services;**

**Considering that, in accordance with sections 4.04, 9.13, 9.14 and 9.15 of the Agreement, the writer, songwriter or composer shall collect all copyright royalties through copyright collectives of which he is a member;**

**Considering the fees effectively negotiated by mutual agreement between the writer, songwriter, and composer and the CBC during the implementation of the first Agreement;**

**Considering that the CBC intends to continue dealing with the artists it is hiring in a respectful manner and thereby actively promote cultural expression in Canada;**

**Considering that the minimal level of composition fees must allow the CBC to continue hiring young emerging writers, under its mission of promoting Canadian talent through innovative and diversified programming;**

**Considering the minimal rates paid for the writing of lyrics and the composition of song music, and the differential of 60% between the radio and television fees agreed in the Agreement between SARTEC and the CBC,**

**the Parties have agreed that**

- 1. For any commission of instrumental music other than concert music and music used for promotions, the base rate minimal be \$250 for the first three minutes and \$80 for every additional minute;**
- 2. The rate applicable to songs shall be \$300 for lyrics and \$300 for music;**
- 3. Radio minimal rates are 40% lower than comparable television rates; and**

**4. Above rates shall be increased by 2.5% on March 25<sup>th</sup>, 2003.**