

**CONTRACT OF UNILATERAL REPRESENTATION
BETWEEN
SOCINPRO AND SOCAN**

Between the undersigned:

Society of Composers, Authors and Music Publishers of Canada - Société Canadienne des Auteurs, Compositeurs et Éditeurs de Musique, (SOCAN), whose registered office is at 41 Valleybrook Drive, Toronto, Ontario, M3B 2S6, Canada; represented by its Chief Executive Officer, André LeBel, specifically authorized for the purposes of the present contract to bind the society

on the one part;

and

Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais, (SOCINPRO) whose registered office is at Av. Beira Mar, 406 – Gr. 1205 – Centro – 20021-060 Rio de Janeiro – Rj., represented by its General Director, Jorge S. Costa, specifically authorized for the purposes of the present contract to bind the society

on the other part;

it is agreed as follows:

Art. 1 (I) By virtue of the present contract, **SOCINPRO** assigns to **SOCAN** the performing right (as defined in Paragraph II of this Article), in Canada and the right to authorize all public performances (as defined in Paragraph II of this Article) of musical works, with or without lyrics, which are protected under the terms of national laws, bilateral treaties and multilateral international conventions relating to the author's right (copyright, intellectual property, etc.) now in existence or which may come into existence and enter into effect while the present contract is in force.

The assignment of the performing right referred to in the preceding paragraph is assigned insofar as the performing right in the works concerned has been, or shall be, during the period when the present contract is in force, assigned, transferred or granted by whatever means, for the purpose of its administration, to **SOCINPRO** by its members, in accordance with its Articles of Association and Rules, the said works collectively constituting "the repertoire of **SOCINPRO**".

(II) Under the terms of the present contract, the expression "performing right" includes any right that now exists or may exist in the future of performance of any musical work in public by any means whether now known or later invented and in any manner, or of communication of any musical work to the public by telecommunication or authorizing or prohibiting any public performance or any communication of any work to the public by telecommunication within the territories in which each of the contracting Societies operates. "Public performance" shall have a corresponding meaning and without limiting the generality of the foregoing, includes performances whether instrumental or vocal or both and whether provided by live means, by mechanical means (including but not limited to analog or digital

sound recordings whether phonographic recordings, discs, wires, tapes, sound tracks and similar devices capable of reproducing sound); by processes of projection (including but not limited to videogrammes, whether sound film, tape, and similar devices capable of reproducing sound); by means of telecommunication (including but not limited to wire, radio, visual, optical or other electromagnetic system) and whether by radiocommunication, broadcast, diffusion or other transmission; and by any process whatsoever whether wired or wireless, (including but not limited to radio, television, telephonic apparatus, cable, fibre optic, satellite and similar means and devices); and whether made directly, relayed, rebroadcast or retransmitted.

With regard to direct broadcasting by satellite, the contracting Societies agree that the rights conferred by virtue of Article 1 of this Contract are not limited to Canada but are valid for all countries within the footprint of the satellite of which the transmissions are effected from Canada, subject to having obtained **SOCINPRO's** prior agreement as to the conditions under which the authorizations required for such transmissions may be delivered, insofar as the territories in which **SOCINPRO** operates are situated within the satellite's footprint:

(III) Nothing in the present contract shall imply authorization, consent or grant of any licenses in respect of mechanical reproduction rights or synchronization rights.

Art. 2 (I) The assignment of performing rights as referred to in Article 1, entitles **SOCAN**, within the limits of the powers pertaining to it by virtue of the present contract, and of its own By-Laws, Articles of Association and Rules, and of the national legislation of Canada:

- a) to permit or prohibit, whether in its own name or that of the copyright owner concerned, public performances of works in the repertoire of **SOCINPRO** and to issue the necessary authorizations for such performances;
- b) to collect all royalties required in return for the authorizations issued by it as provide in a) above;
- c) to receive all sums due as indemnification or damages for unauthorized performances of the works in question;
- d) to commence and pursue, either in its own name or that of the copyright owner concerned, any legal action against any person or corporate body and any administrative or other authority responsible for illegal performances of the works in question;
- e) to transact, compromise, submit to arbitration, refer to any Court of Law, special or administrative tribunal;
- f) to take other action for the purpose of ensuring the protection of the public performance right in the works covered by the present contract.

(II) The present contact being personal to the contracting Societies, and concluded on that basis, it is formally agreed that, without the express written authorization of **SOCINPRO**, **SOCAN** may not assign or transfer to a third party all or part of the exercise of the prerogatives or faculties to which it is otherwise entitled under the said contract and in particular under Article 2 (I). Any transfer effected contrary to this clause shall be null and void without the fulfilment of any formality, except as regards a transfer limited to the administration of rights for purposes of

diffusion by means of a fixed service satellite or similar device and operated in favour of a Society having concluded a reciprocal representation contract with each of the contracting Societies.

Art. 3 (I) By virtue of the powers conferred by Articles 1 and 2, **SOCAN** undertakes to enforce within Canada the rights of members of **SOCINPRO** in the same way and to the same extent as it does for its own members, and to do this within the limits of legal protection afforded to a foreign work in Canada, unless by virtue of the present contract, such protection not being specifically provided in law, it is possible to ensure an equivalent protection. Moreover, **SOCAN** undertakes to uphold to the greatest possible extent, by way of the appropriate measures and rules, applied in the field of royalty distribution, the principle of solidarity as between the members of both Societies, even where by the effect of local law, foreign works are subject to discrimination.

In particular, **SOCAN** shall apply to works in the repertoire of **SOCINPRO** the same tariffs, methods and means of collection and distribution of royalties as those which it applies to works in its own repertoire.

(II) **SOCAN** undertakes to send to **SOCINPRO** any information for which it may be asked concerning the tariffs it applies to different kinds of public performance in Canada.

(III) For the purpose of co-ordinating their efforts to raise the level of copyright protection in their respective countries and with a view to equating the economic content of the present contract, each society undertakes, at the request of the other Society, to seek the most effective means to this end.

Art. 4 **SOCINPRO** shall place at the disposal of **SOCAN** all documents enabling it to justify the repertoire it is responsible for licensing and the royalties it is responsible for collecting under the present contract and to take any legal or other action, as mentioned in Article 2 (I) above.

Art. 5 (I) **SOCINPRO** shall place at the disposal of **SOCAN** all documents, records and information enabling it to exercise effective and thorough control over its interests, in particular as regards notification of works, collection and distribution of royalties, and obtaining and verifying performance programmes. In particular, **SOCAN** shall inform **SOCINPRO** of any discrepancy which it notes between the documentation received from **SOCINPRO** and its own documentation or that furnished by another Society.

(II) In addition, **SOCINPRO** shall have the right to consult all **SOCAN**'s records and to obtain all information from **SOCAN** relating to the collection and distribution of royalties to enable **SOCINPRO** to verify the administration of its repertoire by **SOCAN**.

(III) **SOCINPRO** may accredit a representative to **SOCAN** to carry out on its behalf the verification provided for in paragraphs (I) and (II) above. The choice of this representative shall be subject to the approval of **SOCAN**. Refusal of such approval must be motivated.

