

CMRRA

Pay-As-You-Press

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CMRRA

Canadian Musical Reproduction Rights Agency Ltd.

56 Wellesley Street West, Suite 320, Toronto, Ontario Canada M5S 2S3

Phone: (416) 926-1966

Fax: (416) 926-7521

WWW: <http://www.cmrra.ca>

Mechanical Licensing . . . and other Mysteries

If you sell, import or distribute recordings, you need to know your copyright obligations. You probably know you've got to pay *somebody* ... for *something* ... but it can be something of a mystery if it's not explained in plain English.

That's why we've created this brochure. We're the **Canadian Musical Reproduction Rights Agency Ltd.** (CMRRA) and we represent the vast majority of music publishers and the copyrighted musical works they own and administer.

*Read on, and the mysteries
will be explained!*

WHAT IS MUSIC COPYRIGHT?

Under Canadian law, a **musical work** is **copyrighted** if its author is still living, or if the author died less than 50 years ago. If more than one author created the work, copyright extends until 50 years after the death of the last surviving author. In the language of copyright, "author" means both the composer of the music and the lyricist.

If more than 50 years have elapsed, the work is said to be "in the public domain". This means that there is no copyright and, in effect, no one owns it. An arrangement of a public domain work, however, is itself copyrighted for the life of the arranger plus 50 years.

The owner of a copyright has certain **exclusive rights** regarding the use of the musical work. Put simply, this means that he or she is the only person that can make copies of the work or perform it in public, and is the only person that can authorize others to do the same. If a person exercises those rights without the copyright holder's consent, such use is called an **infringement** of the copyright and is subject to civil and criminal proceedings.

WHAT IS A MUSIC PUBLISHER?

Copyright is a form of property. A copyrighted musical work can be owned by a person or company in the same manner as any other property. It can be bought and sold, either in whole or in partial shares. The person (or company) which owns or administers a copyright is usually called the **music publisher**.

The publisher represents the interests of the songwriter and works to maximize the revenue of its catalogue of musical compositions. The publisher usually makes a deal with the songwriter for the sharing of revenue. It often happens that a songwriter acts as his or her own publisher.

"Music publishing" originally meant the printing and sale of sheet music. Today, although publishers remain, to a limited degree, in the sheet music business, their main task is the promotion of the use of their copyrights through two routes: **performance rights** and **reproduction rights**.

WHAT'S THE DIFFERENCE BETWEEN THESE RIGHTS?

The **reproduction** of a copyrighted musical work, either on a **sound carrier** (a record, tape, CD or other manufactured "contrivance") or in a film, television program, commercial or other program, can only be made with the permission of the music publisher involved. CMRRA's business is the granting of such permission, on behalf of the music publishers, the collection of royalties and fees in return for such reproduction and the distribution of such revenues to its publisher principals.

When a copyrighted song is played on the radio or television, or performed in a theatre or concert, that's an exercise of the **performance** right in the song. The publisher and songwriter get their compensation for such use from **SOCAN**, a performing rights society which collects revenues from broadcasters and others for the public performance

of musical works. CMRRA is not in the performance rights business.

HOW DO I RECEIVE PERMISSION TO RECORD A SONG?

The concept is simple: you obtain permission to make reproductions of music on sound carriers by asking for it and agreeing to pay certain royalties in return. Such permission is granted in the form of a contract called a **mechanical license**. “Mechanical” refers to the reproduction of copyrighted music in a “contrivance” for the “mechanical reproduction of music.” If this makes you think of music boxes, it’s because it is, admittedly, somewhat outmoded language. Nevertheless, “mechanical license” is the customary industry term for such permission.

Rates for mechanical licenses are set by negotiation between the record industry and the music publishers and a single, standard rate applies to most reproductions, as discussed below.

The inclusion of a copyrighted musical work in a film, television program or commercial similarly requires the publisher’s permission. This is granted in the form of a **synchronization license**, a term derived from the “synchronization of music with visual or other elements”. Each synchronization license is individually negotiated between the user and the music publisher, either directly or through CMRRA.

Although mechanical and synchronization licensing differ in several ways, they are both instances of the exercise of the reproduction right by the music publisher. Such permission must be obtained **in advance** of the manufacture of sound carriers or the exhibition of a film or other program incorporating copyrighted music.

For further information on synchronization licensing, please ask for a copy of our brochure on the subject.

DO I NEED THE SONGWRITER’S PERMISSION, TOO?

The music publisher has usually entered into a separate arrangement with the songwriter where, in return for the publisher’s efforts in promoting and exploiting and administering the copyright, the songwriter splits the proceeds of exploitation of the song with the publisher on a 50-50 basis (or on other terms as agreed between them). When you have made a deal with the publisher, you have

indirectly made a deal with the songwriter. No further transaction with the songwriter is necessary for you to secure the rights to reproduce a musical composition.

HOW DO I LOCATE THE MUSIC PUBLISHER?

There are, literally, tens of thousands of music publishers, ranging from multi-national organizations to individual songwriters with very small catalogues. Finding a particular one is time-consuming and inefficient. For this reason, music publishers have formed larger bodies to centralize and standardize the process of licensing and collecting royalties. One such organization is CMRRA.

WHAT IS THE ROLE OF CMRRA?

CMRRA was formed in 1975 to represent the interests of music publishers doing business in Canada. Today, CMRRA represents more than 40,000 music publishers and issues licenses on their behalf to more than 18,000 music users, including all major record companies and hundreds of independent labels and community organizations.

CMRRA is a **non-exclusive agent** for its music publisher principals. This means that the music publishers represented by CMRRA can enter into licensing arrangements directly with certain users from time to time. However, in the vast majority of cases, these publishers issue their licenses through CMRRA. In this way CMRRA issues more than 125,000 licenses every year.

WHAT IS A MECHANICAL LICENSE?

A mechanical license is an agreement between the user and the publisher of the music which the user intends to reproduce on sound carriers manufactured or imported into Canada. **The license is extremely specific:** it is limited to a particular composition, as manufactured (or imported) by the user on a particular product. The license is also specific as to the catalogue number of the product, the playing time and the performer. Note that licenses are not issued per album but, rather, on a song-by-song basis. If your release contains 10 songs, you must obtain permission for each one.

As noted above, the ownership of a copyright, like that of a building, can be divided between

more than one owner. You must obtain licenses from **all owners** before your job is done. In most cases, CMRRA represents all such owners and we will ensure that all the necessary licenses are granted to you. However, in rare cases, there may be songs (or portions of song ownerships) which we do not represent. In such case, it's your responsibility to obtain licenses for the missing shares. We'll help you, if we can, in locating the missing publishers.

HOW DO I APPLY FOR A MECHANICAL LICENSE?

You must make application for mechanical licenses for your product **before** you manufacture or import it.

CMRRA issues mechanical licenses through two basic plans: either "pay-as-you-press or import", or pursuant to the terms of the standard Mechanical Licensing Agreement. For information on both these plans, please refer to the "Mechanical Licensing Procedures" document which is enclosed with this brochure.

A copy of our standard mechanical license application form also appears at the end of this brochure. If you are on the "pay-as-you-press" plan, you **must** use this form.

Once we receive your application, we research the title to be certain that we represent the publisher(s) involved and, if so, we issue a mechanical license to you on the terms discussed above. If we represent the publisher, but do not have the title on our data base, we first obtain verification from the publisher(s) that this is its song and request correct copyright information from it. Once a reply is received, we issue a license to you. If the publisher or song is not represented by CMRRA you will, as noted above, have to obtain permission directly.

CMRRA's mechanical licenses are printed on a 2-part form. Once you receive them, you are required to sign all copies and return the yellow copy within 30 days of receipt. The bottom (green) copy is for your records. Please note that these licenses are binding, legal contracts and should be treated and stored as such.

HOW MUCH DOES IT COST?

Until 1988, Canada's copyright legislation provided for a fixed price for each copy manufactured. In a major amendment to the *Copyright Act* which took place in that year, the fixed price was eliminated and rates are now set by industry negotiation.

If you have entered into the standard Mechanical Licensing Agreement, royalties are payable quarterly at the rate as set out in the agreement for all copies sold or otherwise distributed.

On the "pay-as-you-press" plan, CMRRA currently issues licenses on the basis of **8.3 cents** per copy manufactured, where the playing time is five minutes or less. For each additional minute (or part thereof) **1.66 cents** is added to the rate.

Where a "pay-as-you-press" license has been earlier issued to you at a lower rate, you will be obliged, as the rates increase from time to time, to pay the new, higher rates should you need to press further copies of your recording.

(Note that a small number of publishers represented by CMRRA do not participate in the industry agreement and charge a higher-than-standard royalty rate.)

WHEN ARE ROYALTIES PAYABLE?

As mentioned above, CMRRA issues licenses under two plans: the Mechanical Licensing Agreement and "pay-as-you-press".

If you have entered into the Mechanical Licensing Agreement, royalties are payable on a quarterly basis, forty-five days after the end of each calendar quarter.

On the "pay-as-you-press" plan, royalties are payable at the same time you submit your license applications.

WHAT HAPPENS IF I DON'T APPLY FOR A MECHANICAL LICENSE?

If you manufacture or import sound carriers which reproduce copyrighted songs without obtaining a mechanical license for each song (either directly from the publisher or through CMRRA) then you have infringed the copyrights in question.

As noted above, Canada's copyright legislation provides for civil penalties and criminal prosecution with a maximum fine of \$1,000,000 for copyright infringement. If a CD, cassette or LP contains unlicensed music, it can be removed from the market by way of injunction. As well, anyone handling infringing merchandise is likewise guilty of infringement – including distributors, wholesalers and retailers.

Copyright is the basis of the music industry. Without copyright protection, music publishers and record companies would be unable to assure themselves of a reasonable return and the protection of law for their products. If you manufacture or import sound carriers into Canada, you must obtain licenses. It's the law.

Note that each country has its own mechanical licensing agency. The Mechanical Copyright Protection Society (MCPS) carries on business in the United Kingdom and licenses exclusively for that territory, just as CMRRA does for Canada. Similarly, The Harry Fox Agency licenses for the territory of the United States. This is repeated throughout the world. If you plan to import products from another country, it is critical that you obtain mechanical licenses from CMRRA as it is impossible for a foreign manufacturer to "clear" Canadian royalties unless it has entered into direct worldwide deals with the publishers involved. While possible, this is extremely rare.

The rule is simple: if you sell or distribute recordings in Canada, whether they were made here or elsewhere, they must be licensed in Canada and royalties must be paid in Canada.

WHAT ABOUT THE MASTER RECORDING?

Every recording of a copyrighted composition actually represents a blend of two copyrights: first, the copyright in the musical composition itself - that which is represented by the music publisher.

Secondly, the **recording** of the musical work is separately copyrighted. This copyright is usually owned by the record producer or record company involved. If you are the producer of the original

sound recording, it is likely you own the copyright in the master recording. However, if you plan to reproduce a master owned by another party, you must obtain the permission of the owner of that recording, in addition to the necessary mechanical licenses. **Both copyrights must be properly licensed:** the penalties for infringement of the master recordings are as serious as those for infringement of the song.

HOW DO I GET PERMISSION TO USE A MASTER RECORDING?

CMRRA does not represent the owners of master recordings and cannot obtain licenses for you in this regard. For further information on master recordings please contact the following organizations:

Canadian Recording Industry Association, (CRIA) (416) 967-7272, <http://www.cria.ca>

Canadian Independent Record Production Association (CIRPA), (416) 593-1665 or <http://www.cirpa.ca>.

HOW DO I GET FURTHER INFORMATION ON CMRRA?

We can be reached at the following numbers:

Telephone: (416) 926-1966
Fax: (416) 926-7521
Internet: inquiries@cmrra.ca
Web: <http://www.cmrra.ca>

Applications for mechanical licenses should be addressed to our Independent Licensing Department.

*Mystery solved? We hope so.
If you still have questions, please
get in touch with us!*

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Mechanical Licensing Procedures Independent Applicants

Dear Sir, Madam:

CMRRA issues mechanical licenses through two basic procedures: either “*pay-as-you-press or import*”, or pursuant to the terms of the standard CMRRA Mechanical Licensing Agreement.

» **“Pay-As-You-Press/Import”**: if you are manufacturing or importing in very small quantities, or releasing sound recordings on a one-shot or limited basis, this is the appropriate method. License applications must be made on CMRRA’s standard application form or equivalent. Royalties are **payable at the time your license application is made** at the standard royalty rate (currently **\$0.083** per song, per copy, where the running time of the recording is five minutes or less, plus **\$0.0166** per copy for each additional minute or partial minute of running time). As well, please note that if you are a Canadian resident, your payment must also include 13% HST.

If you make an application for a song in the public domain or not represented by CMRRA, your payment will be refunded immediately. Please note that a few publishers represented by CMRRA reserve the right to separately approve each application, and that their royalty rate may be higher than the current standard rate, in which case we will advise you of the additional amount to be paid. If such publisher refuses to authorize a license, we will advise you and refund the amount in question.

Applying for licenses is a two-step process. You must complete an *Application for Mechanical License* for each song you intend to reproduce (or each song contained on a product you intend to import). Then, you must complete the *Royalty Calculation Sheet*, which summarizes royalties payable for all the songs for which you are seeking licenses.

You must declare on the *Royalty Calculation Sheet* the total number of copies of CD’s and/or cassettes to be manufactured or imported. Before licenses will be released to you by CMRRA, you must provide us with confirmation from the actual CD or cassette manufacturer of the number of products to be manufactured. This can take the form of a copy of your pressing order, the manufacturer’s invoice or written confirmation from the manufacturer of the number of copies to be manufactured. For imports, you will need to provide us with the customs manifest or other documentation confirming the number of copies to be imported.

In addition, it is mandatory that you complete, sign and date the enclosed *Pressing Information Waiver*. While it is your responsibility as the license applicant to provide us with the pressing documentation outlined above, we have found that this documentation is not always provided to us in a timely fashion. As such, it is necessary for CMRRA to be given the authorization to obtain this information directly from your presser to ensure prompt processing of your licenses and of our publisher principals’ royalties.

The licenses issued to you will be limited to the number of copies you have specified in your application. If you wish to manufacture or import additional copies of your release beyond the number set out in the license, you must re-apply for further licenses for such additional copies. Again, payment must be made for such copies at the time your license applications are made.

The minimum number of copies for which a mechanical license will be issued is **500**, whether or not you are pressing or importing a smaller number of copies. Licenses for this quantity are issued at the price of **\$41.50** per song (assuming that the running time of the recording in question is five minutes or less; the rate for each additional minute or partial minute of running time in this case is **\$8.30**). A pressing order is **not necessary for fewer than 200 copies but it does not exempt you from paying mechanicals**.

In addition to your royalty payment, your application for licenses must be accompanied by a non-refundable Handling Fee of 6% of your total order or \$5.00; whichever is greater (plus 13% HST). This fee is necessary to cover printing, postage and other costs which are not met from license fees alone.

In order to avoid submitting license applications and making a payment of royalties and handling fees for songs not represented by CMRRA, we invite you to visit our web site at www.cmr.ca and research our song and publisher database in advance. CMRRA's database contains over 2 million songs and is an excellent source of information regarding compositions written and published by copyright owners located all over the world.

While we do our best to make sure that all information concerning such compositions is accurate and up-to-date, song and catalogue ownerships can change hands on a frequent basis and because of this, such information may need to be verified with the copyright owner(s) in question. It is also possible that the composition you are looking for may not be listed at this time. This does not mean that the composition is not represented by CMRRA but it does indicate that we will have to verify its ownership with the publisher(s) concerned if such publisher is represented by CMRRA.

The process of verifying song ownerships with our publisher-principals may take a few days to many months and we cannot issue licenses for those songs (or portion of songs) until such confirmation has been obtained. It may even happen on occasion that a copyright owner cannot be identified or located. If such is the case with the composition you wish to use, CMRRA will refund the royalties to you after we have exhausted all possible avenues of research. At that point, if you can demonstrate that all reasonable efforts to locate the copyright owner have been made, you may then submit your license application to the Copyright Board of Canada pursuant to Section 70.7 of the Copyright Act.

Where the ownership of the song you have applied for has already been verified in our database, you can expect to receive your licenses within a **3 to 6 week period**. When you receive your licenses, you must sign each one and return the yellow copy to CMRRA as soon as possible. Any errors should be brought to our attention immediately.

Once your licenses have been issued, it is impossible for CMRRA to refund or credit any royalties for the songs in question in the event you decide to not use them. It is thus very important that you are certain of the songs you wish to use before the licensing process is completed.

Please note that payment may be made by way of certified cheque or money order, but that where payment is made by cheque your license application will not be processed until your cheque has cleared. For the quickest service, pay by way of money order and provide us with the required copy of your pressing invoice at the same time. Please forward your license applications, payment as well as any other correspondence to our Independent Licensing Department at 56 Wellesley St. W., Suite 320 Toronto, ON M5S 2S3.

» **“Mechanical Licensing Agreement”**: if you are manufacturing or importing sound recording products on a continuing basis, we may require that you enter into the standard CMRRA Mechanical Licensing Agreement. This document sets out the standard terms and conditions of licensing, including application for licenses, royalty rates, royalty reporting requirements, reserve accounting, promotional copies, deletes and the treatment of songs covered by controlled composition clauses.

Under the Mechanical Licensing Agreement, royalties are payable on a quarterly basis, no later than 45 days after the end of each calendar quarter. Royalties must be accompanied by formal royalty statements conforming to CMRRA's requirements.

Please note that your entitlement to enter into the Mechanical Licensing Agreement is subject to CMRRA's credit requirements. You will be asked to place a non-refundable security deposit with CMRRA against the payment of royalties, and such deposit will be maintained at a set amount each quarter by way of further deposits. Finally, if we are not satisfied with your credit worthiness, we may ask you to obtain licenses pursuant to the 'pay-as-you-press' method.

Please do not hesitate to contact us should you have any questions!

**Instructions for the Completion of CMRRA's
License Application Form**

This document is intended to be used as a guide for the completion of CMRRA's License Application Form. Please note that CMRRA cannot provide you with information such as song title, songwriter or publisher names for the purpose of completing this form nor can we complete this form for you. We recommend that you read our publication "*Mechanical Licensing... and other Mysteries!*" as well as the document *Mechanical Licensing Procedures* which will both provide you with valuable information respecting mechanical licensing by CMRRA.

» **Section A: Applicant** - The Applicant is the person or company to whom the license will be issued and is also referred to as the Licensee/manufacturer. It is the person or company responsible for the payment of the mechanical royalties to CMRRA.

- ◆ Name: Please indicate the full name of the Licensee/manufacturer in this section. This name should be the same name as that provided on your cheque or money order to CMRRA. Refunds will be made to this name.
- ◆ Address: Please indicate the full address where your licenses and other correspondence should be mailed, as well as any royalty refund where applicable.
- ◆ Email, Phone & Fax: Please indicate the telephone number, email and fax where you can be reached during normal business hours.

» **Section B: Musical Work** - In this section, we are seeking all pertinent information regarding the composition you wish to record.

- ◆ Song Title: Please indicate the title of the composition you wish to record. You must complete one separate application for each composition even where such composition is part of a medley. (For example, if you are recording a medley of 2 compositions, you must complete 2 separate applications).
- ◆ Composer: Please indicate the name of the person(s) who composed the composition in question.
- ◆ Arranger: If you are using a copyrighted arrangement of a composition in the public domain, please indicate the name of the person whose arrangement you wish to record. If you are making your own arrangement, please leave this section blank.
- ◆ Publisher: If available, please indicate the name of the copyright owner(s) of the composition in question, that is the person or company that controls the right to the composition.

» **Section C: Recording** - In this section, we are seeking all pertinent information respecting your own recording of the composition you indicated in section B above.

- ◆ **Performing Artist:** Please indicate the name of the artist or musical group who will perform the composition on your recording.
- ◆ **Vocal Version, Instrumental Version, Used In Medley:** Please specify if you are performing a vocal or instrumental version of the composition and if it is being used as part of a medley.
- ◆ **Album Title:** Please indicate the title of your product.
- ◆ **Release Date:** Please indicate the date at which your product will be released for sale or give away.
- ◆ **Running Time:** Please indicate the timing of the composition as recorded on your product.
- ◆ **Contrivance:** Please specify the format of your product (CD, cassette, LP, single, etc....)
- ◆ **Catalog No.:** Please indicate the catalog number for each contrivance of your recording. (A catalog number serves to identify a product and is often located on both the CD and cassette themselves as well as on the insert along the outer side of the product. Usually, this number is created by the person or company who owns the product (i.e. you) or by the pressing plant/manufacturer of the product. If you have not allocated a catalog number for your product, please leave this section blank and CMRRA will create one for you for its licensing purposes only.)

**Please DO NOT write in the grey areas on the Application Form.
These areas are for CMRRA's office use only. Thank you.**

CMRRA Royalty Calculation Sheet

"Pay-As-You-Press"

To allow us to process your applications more efficiently, you are required to complete this form to calculate the mechanical royalties payable. Use additional copies of this form if necessary.

<i>Title of Composition</i>	<i>Running Time (mm:ss)</i>	<i>Royalty Rate*</i>	<i>Number of Copies</i>	<i>Royalty** (Rate x Copies)</i>

*** The Handling Fee is 6% of your total payment, or \$5.00, whichever is greater***

Total Royalties:	=
Handling Fee***:	+
Sub-Total:	=
HST (13%):	+
TOTAL:	=

* The per-copy rate for each composition is \$0.083 where the running time of the recording is five minutes or less. For each additional minute, or partial minute of running time, add \$0.0166 to the rate.

** If you are pressing or duplicating 500 copies or less, put "\$41.50" in this box for each composition of 5 minutes or less of running time. Increase this amount by \$8.30 for each minute or partial minute of running time in excess of 5 minutes. This is our minimum quantity for royalty rate processing. **Although no pressing order is necessary for less than 200 copies, it does not exempt you from paying mechanical royalties.**



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Application for Mechanical License

Fields marked ★ are **mandatory**. All other fields are **optional** and should be completed if applicable. Areas in **grey** are for CMRRA office use **only**. Please complete a separate application for **each song** to be licensed.

A. Applicant/Licensee/Manufacturer

★ Name:			MNF#
★ Address:	E-Mail :		
	★ Phone : ()		
	Fax : ()		

B. Musical Work

★ Song Title :			CMRRA Song #
★ Composer(s) :			
Arranger(s) :			
Publisher(s):		%	PUB#

If you do not know the publisher and to assist us in identifying the work, please indicate the original or other well-known recording artist who has recorded this song:			

C. Recording

★ Performing Artist :		
<input type="checkbox"/> Vocal Version	<input type="checkbox"/> Instrumental Version	<input type="checkbox"/> Used in Medley
★ Album Title :		
★ Release Date :	★ Song Running Time: ____Min. ____Sec.	
★ Contrivance/Sound Carrier :	Catalog No.:	
CD <input type="checkbox"/>	_____	
Cassette <input type="checkbox"/>	_____	
CD Single <input type="checkbox"/>	_____	
Cassette Single <input type="checkbox"/>	_____	
Other: _____ <input type="checkbox"/>	_____	



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Pressing Information Waiver

I, the undersigned License Applicant, have employed or will employ the services of the company listed below ("Presser") to manufacture or make arrangements for the manufacture of copies of the recording described below for which I am submitting an application for mechanical licenses to CMRRA Ltd.

I hereby give permission to CMRRA Ltd. to contact Presser in the event the documentation required pursuant to CMRRA's Mechanical Licensing Procedures is not furnished to CMRRA Ltd., either by myself or by Presser, within two (2) months of the date of execution of this letter, in order to obtain written confirmation from Presser of the number of units Presser has manufactured on my behalf. I understand and agree that unless or until Presser supplies CMRRA with such documentation, it remains my responsibility to ensure that it is received by CMRRA and that CMRRA cannot complete the process of issuing mechanical licenses to me until it has received same.

PRESSER INFORMATION

Name of Pressing Company:

Contact Name at Pressing Company:

Telephone:

Email:

RECORDING INFORMATION

License Applicant Name (as provided on your license application):

Artist:

Album Title:

Catalogue No.:

LICENSE APPLICANT SIGNATURE:

DATE:

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Checklist Of Mandatory Application Items

Dear Applicant:

In order to avoid any processing delays, please ensure that you have provided CMRRA with all necessary items by completing the following checklist and enclosing it with your application. It is important to note that all of the items listed below must be supplied in order for CMRRA to process your application.

- Application for Mechanical License form(s), one for each composition;***
- CMRRA Royalty Calculation Sheet, listing all compositions and amounts payable;***
- A cheque or money order in the amount payable (credit cards are not accepted);***
- A copy of either your pressing order, invoice, or letter from the presser confirming the total number of units to be manufactured. CMRRA will not accept 'quotes';***
- A completed copy of the Pressing Information Waiver.***

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Mechanical Licensing Return / Refund Policy

Dear Sir, Madam:

CMRRA's refund policy will be applied based on the following two components:

The licenses have already been issued:

Once your licenses have been issued, it is impossible for CMRRA to refund or credit any royalties for the songs in question in the event you decide to not use them. It is very important that you are certain of the songs you wish to use before the licensing process is completed.

The licenses have not been issued:

Although licenses have not been issued, CMRRA will not refund any monies after **six (6) weeks of cashing your payment** with the following exceptions:

- a) CMRRA does not represent the publisher;
- b) CMRRA has been unable to verify ownership of the song;

While we do our best to make sure that all information concerning such compositions is accurate and up-to-date, song and catalogue ownership can change hands on a frequent basis and because of this, such information may need to be verified with the copyright owner(s) in question. It is also possible that the composition you are looking for may not be registered with CMRRA at this time. This does not mean that the composition is not represented by CMRRA but it does indicate that we will have to verify its ownership with the publisher(s) concerned if such publisher is represented by CMRRA.

The process of verifying song ownerships with our publisher-principals may take a few days to many months and we cannot issue licenses for those songs (or portion of songs) until such confirmation has been obtained. It may even happen on occasion that a copyright owner cannot be identified or located. If such is the case with the composition you wish to use, CMRRA will refund the royalties to you after we have exhausted all possible avenues of research. At that point, if you can demonstrate that all reasonable efforts to locate the copyright owner have been made, you may then submit your license application to the Copyright Board of Canada pursuant to Section 70.7 of the Copyright Act.

- c) The song is in the Public Domain.

In order to avoid submitting license applications and making a payment of royalties and handling fees for songs not represented by CMRRA, we encourage you to explore our website and research our song and publisher database in advance. For further information, we also encourage you to contact our Pay-As-You-Press department at (416) 926-1966 or by fax at (416) 926-7521.

Please do not hesitate to contact us should you have any questions!

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WWW: <http://www.cmrra.ca>

Adaptation and Translation

In appendix with our letter entitled "Mechanical Licensing Procedures: Independent Applicants", the following outlines the procedures to be followed in order to obtain the authorization for an adaptation or translation of an original work, or to use an adaptation or already existing translation.

Creation of an adaptation or translation of an original work:

The CMRRA must grant the mechanical licenses necessary for the reproduction of the musical works controlled by its publishers. However, the words and the melody of your recording must correspond to those of the original musical work. In other words, a license will only be granted for a new arrangement of a work if no changes are brought to the fundamental structure, fundamental chords and/or lyrics of the composition.

With the exception of public domain works, any other modifications made to a musical work must first be approved in writing by its publisher(s) before the CMRRA can grant a license for it. Please note that if a composition is owned by more than one publisher, all publishers must give their authorization before the adaptation can be recorded. Since any publisher can refuse to authorize an adaptation or translation, we recommend that you not record your version of the song before the appropriate rights are secured.

The responsibility to secure these rights is that of the adaptor, translator or eventual recipient of the license. In order to obtain these rights, you can either contact the concerned publisher(s) directly or, for songs belonging to our repertoire, we offer a service to facilitate your request to our publishers.

To use this service you must send the following:

- A cheque or money order in the amount of \$25 + HST (this fee is non-refundable)
- A letter including the original title of the work used and its composers as well as the new title given to the arrangement and the names of the adaptors/translators
- The original lyrics of the work being arranged
- Your translated lyrics
- A literal translation back to English of your lyrics

Once all the documents above have been received, we will send your request to the publishers and will advise you of their decision in writing. If the publisher(s) authorizes your adaptation, you will then have to send us an application for mechanical licenses following the procedures outlined in "Mechanical Licensing Procedures: Independent Applicants". However, if the publisher(s) do not authorize your adaptation, you will not be permitted to make a recording of it under any circumstances.

If you decide to contact any or our represented publishers directly to obtain the rights to create a new adaptation or translation of an original work and receive authorization, you subsequently will have to make a request for mechanical licenses to the CMRRA to record and reproduce this version. **Please note that a copy of the signed agreement between you and the concerned parties will have to be included in your application in order for us to issue licenses.**

Use of an already existing adaptation or translation:

If you wish to use an already existing adaptation or translation, you must send to the CMRRA an application for mechanical licenses following the procedures outlined in "Mechanical Licensing Procedures: Independent Applicants".

On the form entitled "Application For Mechanical License"(included in our pay as you press brochure), you must include both the titles of the original work and the adapted work as well as the names of the composers of the original work and the names of the adaptors and/or translators.

If the adaptation appears as authorized in our database, you will be granted a license. However, it may happen that the adaptation/translation you wish to use has never been properly authorized by the concerned parties. If this is the case, and you still wish to reproduce the arrangement, you will have to follow the steps outlined above under "Creation of an adaptation or translation of an original work".

Do not hesitate to contact us for all questions you may have on this subject!



Canadian Musical Reproduction Rights Agency Limited


56 Wellesley Street West, Suite 320, Toronto, Ontario Canada M5S 2S3

Phone: (416) 926-1966

Fax: (416) 926-7521

WWW: <http://www.cmrra.ca>

Request for Mechanical License Reprinting

Fields marked  are **mandatory**. All other fields are **optional** and should be completed if applicable. Areas in **grey** are for CMRRA office use **only**. Please complete a separate request application for **each catalogue #** you need reprinting for.

The fee per request is \$20.00 + HST (13%).

A. Manufacturer requesting reprint

* Name:		MNF#
* Address:	E-Mail :	
	* Phone : ()	
	Fax : ()	

B. Recording

* Performing Artist :	
* Album Title :	
* Catalogue No :	

C. License(s) to be reprinted

Please briefly explain the reason of your request: _____

Would you like all of your licenses reprinted? YES NO

If not, please specify the song(s) license(s) you would like reprinted:

This request is only for a reprint of the original license(s) issued. No modifications will be made.

THIS FORM WILL NOT BE VALID FOR A NEW PRESSING

DATE:

SIGNATURE:
