

CPCC REGISTRATION AGREEMENT
NOT-FOR-PROFIT BUYER ZERO-RATING PROGRAM

BETWEEN: Full legal name: _____
Address: _____

Tel: _____
Fax: _____
Email: _____
Website: _____

(hereinafter "Registrant")

AND: Canadian Private Copying Collective
56 Wellesley Street West
Suite 320
Toronto, Ontario
M5S 2S3

Email: buyers@cpcc.ca
Website: www.cpcc.ca

(hereinafter "CPCC")

WHEREAS, pursuant to Part VIII of the *Copyright Act*, every person who, for the purpose of trade, manufactures Blank Audio Recording Media in Canada or imports Blank Audio Recording Media into Canada is liable to pay a Levy set by the Copyright Board in the Tariff on selling or otherwise disposing of Blank Audio Recording Media in Canada, unless the Blank Audio Recording Media are destined for export or unless they are sold to a society, association or corporation that represents persons with a perceptual disability;

WHEREAS, the Copyright Board has determined that CPCC is the collecting body to whom the Levy is to be paid;

WHEREAS, CPCC has chosen to waive the Levy on the sale of Zero-Rated Media to the Registrant provided that the Registrant complies fully with the terms and conditions of this Agreement;

NOW, THEREFORE, CPCC and the Registrant agree as follows:

- 1. DEFINITIONS:** In this agreement (the “Agreement”),
 - (a) “Blank Audio Recording Media” has the meaning ascribed to it in Section 79 of the *Copyright Act*, as from time to time amended and includes, without limiting the generality of the foregoing, Zero-Rated Media;
 - (b) “Certificate Number” means the certificate number granted to the Registrant by CPCC permitting the Registrant to purchase or otherwise acquire, directly from a Distributor, Zero-Rated Media on a Levy-free basis;
 - (c) “Distributor” means a manufacturer, importer or Special Distributor of Zero-Rated Media that has been certified by CPCC to sell or otherwise dispose of Zero-Rated Media on a Levy-free basis;
 - (d) “Effective Date” has the meaning ascribed to it in Section 9 of this Agreement;
 - (e) “Levy” means the private copying levy or levies within the meaning of Section 82 of the *Copyright Act*;
 - (f) “Report” has the meaning ascribed to it in Section 7(c) of this Agreement;
 - (g) “Special Distributor” means a distributor of Zero-Rated Media who sells or otherwise disposes of Zero-Rated Media that such distributor did not manufacture or import and who, in the sole opinion of CPCC, regularly sells or otherwise disposes of a substantial quantity of Zero-Rated Media on a Levy-free basis;
 - (h) “Tariff” means the tariff of levies to be collected by CPCC in effect upon the Effective Date, and its successor tariffs, certified and published by the Copyright Board in accordance with subsection 83(10) of the *Copyright Act*;
 - (i) “Term” has the meaning ascribed to it in Section 9 of this Agreement; and
 - (j) “Zero-Rated Media” means the following Blank Audio Recording Media covered by the Tariff: recordable compact discs (CD-R, CD-RW, CD-R Audio, CD-RW Audio or any other type of recordable or rewritable compact disc) of 100 megabytes or more of storage capacity (“Recordable Compact Discs”).

- 2. STATUS:** The Registrant hereby warrants and represents to CPCC that the Registrant is one of the following (check where applicable):
 - a for-profit corporation
 - a sole proprietorship, partnership (general, limited or limited liability) or association registered to do business in the Province or Territory where the Registrant is located

- other for-profit entity that is authorized to conduct business in the Province or Territory where the Registrant is located. Please specify the type of entity: _____
- a Crown Corporation
- a non-profit corporation or charity
- a government department or agency
- other non-commercial entity. Please specify the type of entity: _____

3. TYPE OF BUSINESS / ORGANIZATION: The Registrant hereby warrants and represents that the Registrant is, and, during the Term of this Agreement, will remain in one of the following industries or areas (check where applicable):

- Accounting
- Advertising
- Broadcasting
- Conference and/or Training
- Consulting
- Court, Judicial or Quasi-Judicial Board or Tribunal
- Crown Corporation
- Duplication Services
- Education
- Music, Film, Video or Audio-Visual
- Financial Sector
- Government Department or Agency
- Insurance
- Law Enforcement
- Legal Services
- Manufacturing
- Medical Services
- Performing or Fine Arts
- Publishing
- Professional or Industry Association
- Religious Organization
- Natural Resources
- Software
- Technology
- Telecommunications
- Telemarketing
- Other business or non-commercial organization using Zero-Rated Media for its business or organizational purposes

4. CERTIFICATE NUMBER:

- (a) Upon the Effective Date, CPCC will issue to the Registrant a Certificate Number which will remain valid until the expiry or termination of this Agreement.

- (b) Prior to any purchase or acquisition of Zero-Rated Media, the Registrant will disclose its Certificate Number to the Special Distributor in order to confirm the eligibility of the Registrant to purchase or otherwise acquire Zero-Rated Media directly from the Special Distributor.
- (c) Notwithstanding the foregoing, the Registrant will use its best efforts not to disclose the Registrant's Certificate Number to any third party except as required at Section 4(b). The Registrant will take all reasonable steps to prevent the unauthorized disclosure and use of the Certificate Number. Should the Registrant become aware that: (i) a third party has disclosed, is using, or is proposing to use, the Registrant's Certificate Number, or (ii) the Registrant's Certificate Number is not being used according to the terms and conditions of this Agreement, then the Registrant will immediately advise CPCC of same.
- (d) The Registrant specifically acknowledges that nothing obliges Distributors to sell Zero-Rated Media on a Levy-free basis, and that CPCC assumes no responsibility and shall have no liability arising from any unwillingness to make such sales.

5. PURCHASES & RESTRICTIONS ON USE: The Registrant hereby warrants and represents that any Zero-Rated Media purchased or otherwise acquired by the Registrant on a Levy-free basis will be used exclusively by the Registrant, in accordance with the terms of this Agreement. Notwithstanding the generality of the foregoing, the Registrant hereby warrants and represents to CPCC that the Registrant will not, nor will (as applicable) its officers, directors, members, partners, employees or agents:

- (a) sell or rent out, or by way of trade expose or offer for sale or rental, or distribute, whether or not for the purposes of trade, any Zero-Rated Media purchased or otherwise acquired on a Levy-free basis;
- (b) use any Zero-Rated Media purchased or otherwise acquired on a Levy-free basis for the purpose of reproducing, communicating to the public by telecommunication, performing, or causing to be performed in public, any musical works, performer's performances of musical works, or sound recordings embodying musical works or performer's performances of musical works embodied therein, otherwise than pursuant to valid licences from the copyright owners or copyright holders thereof or pursuant to a specific exception under the *Copyright Act*; or
- (c) use the Zero-Rated Media for personal use, convert such media to personal use, or allow use of the Zero-Rated Media for anything but the Registrant's exclusive use.

6. INFORMATION & AUTHORITY: The Registrant hereby warrants and represents that:

- (a) all the information and documentation that the Registrant has provided and will provide to CPCC in connection with this Agreement is accurate and true and that the Registrant will promptly inform CPCC of any changes thereto; and
- (b) the Registrant has the full right, power and authority to enter into this Agreement.

7. RECORDS, AUDIT & REPORTS

- (a) **Records:** The Registrant will maintain, at the Registrant's address, detailed books, accounts and records regarding the purchase or other acquisition of Zero-Rated Media by the Registrant during the Term of this Agreement and the fulfillment of the Registrant's obligations hereunder (the "Records"). Without limiting the generality of the foregoing, the Records will include purchase receipts and invoices of the Zero-Rated Media purchased or otherwise acquired on a Levy-free basis, the name of the Distributor, the date of the purchase or acquisition, and the type and quantity of Zero-Rated Media purchased. The Registrant will maintain the Records at least until December 31st following the sixth anniversary of the purchase or other acquisition of Blank Audio Recording Media. At the request of CPCC, the Registrant will promptly forward to CPCC copies of the Records and any other information as may be reasonably necessary for CPCC to verify compliance with this Agreement.
- (b) **Audit:** During the Term and two (2) years following expiry or termination of this Agreement, the Registrant will provide access to its premises to CPCC's representatives at any time, upon ten (10) business days' notice and during normal business hours for the purpose of an audit by CPCC, to confirm the Registrant's compliance with the terms and conditions of this Agreement and entitlement of the Registrant to a Certificate Number. If an audit discloses that the Registrant failed to report to CPCC any sale of Zero-Rated Media purchased or otherwise acquired during the Term, the Registrant will pay the reasonable costs of audit within thirty (30) days of the demand for such payment.
- (c) **Annual Reporting:** Thirty (30) days prior to the end of the Term or fifteen (15) days following the termination of this Agreement, the Registrant will report, in an electronic form acceptable to CPCC, the name of the Distributor(s), the date(s) of purchase or acquisition, and the type(s) and quantity(ies) of Zero-Rated Media purchased or otherwise acquired during the Term of this Agreement (the "Report") by the Registrant. The Registrant will also report any Zero-Rated Media it purchased or otherwise acquired on a Levy-free basis that have been used otherwise than as provided under this Agreement and will pay the Levy due on such Zero-Rated Media and interest calculated in accordance with Section 12 of the Tariff.
- (d) **Confidentiality:** In accordance with Section 10 of the Tariff, the CPCC agrees to treat in confidence information received from the Registrant pursuant to the Tariff, subject to the exceptions set out in Sections 10(2) to 10(5) inclusive of the Tariff.

8. ADMINISTRATIVE FEE:

- (a) The Registrant will pay an annual administrative fee of \$15.00 (the “Fee”). The Goods and Service Tax and any applicable Provincial sales or harmonized sales taxes on the Fee will be charged separately.
- (b) CPCC may amend the Fee, at its sole discretion, effective immediately upon written notice to the Registrant.

9. TERM, TERMINATION AND REVOCATION:

- (a) This Agreement will come into effect upon the date of its execution by CPCC (as evidenced by the date set forth by CPCC under its signature) (the “Effective Date”). Subject to the terms and conditions of this Agreement, the Certificate Number and this Agreement will remain in force for one year from the Effective Date and will be automatically renewed on a year to year basis (together referred to as the “Term”), unless terminated in accordance with this Section.
- (b) Either party may terminate the Certificate Number and this Agreement at any time, without cause, on 30 days written notice to the other party.
- (c) CPCC may terminate this Agreement and revoke the Certificate Number at any time,
 - (i) upon 15 days written notice to the Registrant, if Registrant fails to fulfill any obligations under this Agreement; and
 - (ii) immediately, for any breach or inaccuracy of any representation, warranty or guarantee given by the Registrant hereunder or in a Report.
- (d) Immediately upon expiry or termination of this Agreement, the Registrant’s Certificate Number will be invalid and no longer in force and the Registrant will no longer be entitled to purchase or otherwise acquire Zero-Rated Media on a Levy-free basis.

10. NO AUTHORIZATION: Nothing in this Agreement is or shall be construed as authorizing the Registrant to do anything contrary to the *Copyright Act*, including, but not limited to, reproducing any musical works, performer’s performances of musical works, or sound recordings embodying musical works or performer’s performances of musical works embodied in sound recordings, otherwise than pursuant to valid licences from the copyright owners or copyright holders thereof.

11. NOTICE: Any demand, notice or other communication (“Notice”) to be given in connection with this Agreement will be given in writing and may be given by personal delivery, by next-business day delivery service (such as Federal Express), by facsimile, by regular postal service or by email addressed to the recipient at the address set forth in this Agreement, or such other address as may be designated by a party to the other. Notice

given by personal delivery, facsimile or email will be deemed given on the day of actual delivery thereof, if by next-business day delivery service, on the next business day (provided that next-business day delivery was requested and was available), or, if by regular postal service, five business days after deposit of the Notice in the mail.

12. GENERAL:

- (a) The Registrant may not sell, transfer or assign any of its rights, titles and interests in its Certificate Number and in this Agreement, without the prior written consent of CPCC, which consent may be refused.
- (b) The parties agree to execute and deliver such further documents and to do such acts as may reasonably be required to give effect to or to better evidence or perfect the terms and intent of this Agreement.
- (c) This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
- (d) No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the waiver and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.
- (e) The parties acknowledge that they have been advised or had the opportunity to be advised by their own independently selected counsel and other advisors in connection with this Agreement and enter into this Agreement solely on the basis of that advice and/or on the basis of their own independent investigation of all of the facts, laws and circumstances material to this Agreement or any provisions thereof, and not in any manner or to any degree based upon any statement or omission by the other party and/or its representatives or counsel.
- (f) This Agreement sets forth the entire agreement between the parties regarding its subject matter and supersedes all prior negotiations, understandings and agreements between the Parties concerning its subject matter. For greater clarity, as of the Effective Date, any Certificate Number the Registrant may have held prior to the Effective Date, and the terms and conditions of any agreement related thereto, will no longer be valid.
- (g) No amendment of this Agreement or addition hereto will be valid or binding unless set forth in writing and duly executed by both of the parties.
- (h) This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of Ontario which will have jurisdiction, and each party hereto irrevocably submits to the jurisdiction of such courts.

(i) Sections 4(c), 6 and 7 will survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement signify their agreement to its terms as follows:

Canadian Private Copying Collective

Per: _____

Authorized Signatory

Print Name:

Title:

Date:

Registrant

Per: _____

Authorized Signatory

Print Name:

Title:

Date:

SAMPLE