



# TERMINATION OF SODRAC MEMBERSHIP AGREEMENT AND GRANT OF ARTISTIC WORKS RIGHTS TO SOCAN

**PLEASE COMPLETE, SIGN AND SEND BY EMAIL: [arts@socan.com](mailto:arts@socan.com)**  
 BY MAIL: Visual Arts & Crafts, SOCAN, 33 Milton St, Suite 500, Montreal, Quebec H2X 1V1

**BETWEEN: "RIGHTSHOLDER" FULL NAME OF ARTIST:** \_\_\_\_\_  
**NAME OF COMPANY/ REPRESENTATIVE/FOUNDATION (IF APPLICABLE):** \_\_\_\_\_  
 \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
 \_\_\_\_\_  
**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**AND: SODRAC 2003 INC ("SODRAC")**  
**AND: SOCIETY OF COMPOSERS, AUTHORS AND MUSIC PUBLISHERS OF CANADA ("SOCAN")**  
**WHEREAS:**

- A. SODRAC is a society that administers artistic works in Canada;
- B. SOCAN is a rights management organization that expanded its administration of performing rights in musical works to include the administration of artistic works for former SODRAC members and other rightsholders;
- C. At a special meeting of members held on June 12th, 2018, the members of SODRAC approved a transaction between SODRAC and SOCAN by which, the activities in visual arts and crafts for Canadian artists and those of the network of sister societies were sold to SOCAN and SODRAC will be dissolved as soon as possible;
- D. Rightsholder is a member of SODRAC and, as such, assigned the rights in Rightsholder's repertoire of artistic works to SODRAC (the "Repertoire");
- E. Rightsholder wishes to have the administration of Rightsholder's rights continue, and for that purpose wishes to terminate Rightsholder's membership agreement with SODRAC, which is to be dissolved, and to grant to SOCAN the administration of his or her rights in the Repertoire, including the right to collect royalties in consideration for uses in Canada and as may be provided for under the laws of other countries, and collected by societies with which SOCAN has or will have agreements.

**THEREFORE**, in consideration of the premises and mutual promises contained in this agreement, the parties agree as follows:

1. Rightsholder hereby requests the termination of Rightsholder's membership agreement with SODRAC, irrevocably and in its entirety without limitation, and SODRAC hereby accepts such request;
2. Consequently, Rightsholder authorizes SOCAN to grant copyright licenses, including licenses of reproduction, of presentation at an exhibition, of communication to the public by telecommunication (including the making available), of reprography, of public representation and of transformation or adaptation, as well as for any other rights that may eventually be adopted and enter into force in Canada, including the resale right (the "Rights"), for the Territory and the Repertoire and Rightsholder's future works, all in accordance with Appendix A hereto, which forms part of this agreement;
3. Rightsholder authorizes SOCAN, and SOCAN shall take such steps as it considers appropriate and necessary, to represent and claim the Rights defined herein on behalf of Rightsholder, and shall make distributions of the amounts collected in accordance with Appendix A and any other rules, regulations and decisions as may be adopted or amended from time to time by SOCAN;
4. Rightsholder warrants that Rightsholder has the power and authority to grant the Rights herein to SOCAN in accordance with this agreement and that the exercise of those rights will not infringe the copyright or any other rights in the associated artistic works. Rightsholder will reimburse SOCAN for any loss, costs or damages that SOCAN may incur in the event of a claim against SOCAN in relation to the Rights granted herein;
5. Rightsholder hereby agrees to hold SODRAC, SOCAN and all of their respective successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable in connection with the subject matter of this agreement, including prior and future services provided, and hereby releases them from, and waives all rights in relation to, any resulting claims, causes of action, damages and costs, on the understanding however that all royalties collected by SODRAC for the Repertoire, but not yet distributed to Rightsholder, shall be so distributed by SOCAN;
6. The Rights granted to SOCAN herein shall be effective as of the date of signature by Rightsholder below. It may be terminated by Rightsholder in accordance with the Termination provisions in Appendix A.

**SIGNATURE OF RIGHTSHOLDER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
 ELECTRONIC SIGNATURE NOT ACCEPTED - PLEASE PRINT AND SIGN

SODRAC REPRESENTATIVE: \_\_\_\_\_ **DATE:** \_\_\_\_\_

SOCAN REPRESENTATIVE: \_\_\_\_\_ **DATE:** \_\_\_\_\_

**"RIGHTSHOLDER"** FULL NAME: \_\_\_\_\_

**TERRITORY:** Rightsholder hereby agrees to be represented in Canada directly by SOCAN for the management of its Rights and through foreign societies for the remainder of the world.

**OFFERINGS:** SOCAN will represent the Rightsholder exclusively for the management of her or his Rights, excluding the rights listed below (unless a specific mandate is given to that effect):

- Any personal use of the Repertoire as well as any exploitation and marketing of this Repertoire made exclusively by Rightsholder or under the Rightsholder's control.
- The non-exclusive and non-transferable rights granted to a commercial gallery for promotional uses of the Repertoire, when Rightsholder is represented by this gallery for the purpose of selling or renting of her or his Repertoire.
- The right of exhibition and the non-exclusive and non-transferable rights of use for archiving and promotion purposes of a public artwork or an architecturally integrated work (including its model) part of the Repertoire, granted to the owner of such work as part of the contract for the production of that work by the Rightsholder.
- The non-exclusive and non-transferable rights of exhibition and of use for archiving and promotion purposes of works part of the Repertoire granted to an artist-run center of which the Rightsholder is a member within a contract for an exhibition for a purpose other than sale or hire.
- The assignment or granting of rights of use in the context of commissions for works when rightsholder is professionally engaged in a commercial activity as a photographer, illustrator or other similar activity.

Taking the above in consideration, SOCAN will seek the prior consent of the Rightsholder for the following uses of the Repertoire:

- Uses of six or more works;
- Reproductions in monographic publications or productions on the Rightsholder's works;
- Reproductions on products for commercial distribution (merchandising);
- Three-dimensional reproductions or on supports involving the modification of the work (on textiles, ceramics, metal, etc.), and for objects produced in limited editions (lithographic editions, etc.);
- Reproductions for advertising purposes;
- Reproductions of a detail of a work that is not accompanied by its reproduction in full;
- Reproductions of works on covers (including books, magazines, CDs, DVDs, etc.).

Others (Specify): \_\_\_\_\_

**REPERTOIRE:** Rightsholder grants to SOCAN the rights set out in Appendix A for all artistic works in the Repertoire, including future works created during SOCAN's management, not assigned to a third party (other than SODRAC) prior to the date of signature on page one.

**COMMISSIONS:**

SOCAN will retain an administration fee for services according to the chart below, as may be amended from time to time, from the license fees collected.

- 20% Commission for Licenses issued by SOCAN
- 15% Commission for Reprography
- 5% Commission for International royalties

**LEGAL AND OTHER ACTIONS:** SOCAN is authorized to: (i) negotiate agreements and enter into contracts with users of the Repertoire for the purpose of granting them licenses; (ii) take all reasonable measures to collect the royalties; (iii) enter into agreements for representation with foreign societies having similar objects; and (iv) decide, at its sole discretion, whether or not to institute legal proceedings, arbitrate or transact as regards to the collection of royalties or, more generally, defend, promote and value Rightsholder's rights.

**TERMINATION:** Rightsholder may terminate this Agreement with 6 months' notice, effective at the end of the second full calendar quarter following receipt of written notification.