

The Reserve Clause

Here's some examples of such reserve clauses *where post-synch copies are reserved for SOCAN to collect*:

- “As long as the composer remains a member or client of SOCAN, copyright performance and reproduction royalties accruing to the original rights holders as a result of their agreement with SOCAN will be collected directly from users by SOCAN in Canada or the Societies to which they have entrusted the management of their repertoire in foreign countries”.
- “This *Agreement* is subject to the agreements already concluded by the *Rightsowner* with collective society of the right of performance or reproduction and is subject to the licenses concluded by these collectives with any user as well as the rates approved by the Copyright Board in Canada or similar organization abroad”.

The Reserve Clause (continued)

- “This authorization is solely for the benefit the producers. It in no way affects or excludes the obligations of users such as television broadcasters or distributors (including any person acting in that capacity) with respect to the granting, by either of the Societies, of licences for the reproduction of works, other than those granted under the composer's contract and the payment of royalties; including where a broadcaster and/or distributor asks a producer, for its (their) exclusive benefit(s), to provide it (them) with a copy (or copies) other than that (or those) required for the delivery of the producer's audiovisual work.”
- “Unless otherwise set out herein, (i) the Licensee acknowledges and agrees that the Authorization set out in the Basic conditions does not extend to any subsequent third-party reproduction. Consequently, any third parties shall be required to pay or negotiate royalties payable to SOCAN or to one of the foreign companies with which SOCAN has entered into representation agreements.”