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CRC's Policy with respect to affiliation and program registration by a third party collecting agent/representative ("3rd Party") acting on behalf of a copyright owner ("Rightsholder") who has granted rights to a 3rd Party for collecting retransmission royalties:

AFFILIATION WITH CRC

1. The CRC's **Authorization Form** is to be completed in the Rightsholder's name as the Affiliate, in duplicate, and signed by the Rightsholder. The 3rd Party's position and coordinates are confirmed by recording, on the **Authorization Form**, below the Rightsholders's name, the 3rd Party's name and address, prefaced by "in care of". (Royalty cheques will be made payable to the Rightsholder and forwarded to the 3rd Party's address.) Signed original hard copies in duplicate of the **Authorization Forms**, together with the supporting documentation and information, specified in points 2, and 3 below, are to be forwarded to CRC for countersignature. Facsimile or electronic versions of the **Authorization Forms** will not be accepted. One copy of the countersigned form will be retained by CRC and one copy will be returned to the 3rd Party.

2. It is necessary to provide to the CRC the head office address of the Rightsholder so that CRC may determine the nationality for establishing the appropriate withholding tax rate. With payments made to the Rightsholder in care of the 3rd Party, the taxes withheld will accrue to the benefit of the Rightsholder, as will be evidenced in the annual withholding tax statements required by the Canadian tax authorities and issued by CRC.

3. CRC requires a copy of the 3rd Party's mandate from the Rightsholder, specifically authorizing the 3rd Party to collect retransmission royalties from the Canadian territory on their behalf. If the Rightsholder is not the original copyright owner or producer of the program, e.g. a distributor or other entity, we require a copy of that party's mandate from the copyright owner, again, specifically showing their authority for the collection of retransmission royalties from the Canadian territory.

4. An Affiliation package of documents referenced in points 1, 2 & 3 received with missing or incomplete information will not be accepted and will be returned to the 3rd Party for completion.

PROGRAM REGISTRATION

5. Registration of programs must be on a Rightsholder by Rightsholder basis with all information required by the CRC (reference CRC's Program Registration form) to be contained in each Registration package. Program Registrations with missing or incomplete information will not be accepted and will be returned. Registration of programs may be done by way of original hard copy, facsimile or electronic means, whichever is most practicable.

PROCESSING AND ONGOING COMMUNICATION

6. Generally where a Rightsholder has chosen to be represented by an 3rd Party, all contact is between CRC and the 3rd Party. If deemed appropriate and necessary however CRC reserves the right to contact the Rightsholder directly.

7. Where a Rightsholder has already affiliated with the CRC at the time a 3rd Party comes forward in its attempt to affiliate and register on behalf of that same Rightsholder, the new affiliation arrangements by the 3rd Party will not be accepted unless and until the Rightsholder and 3rd Party resolve the duplication, and, it is determined that the Rightsholder has fulfilled all the requirements of its existing affiliation agreement with CRC.



Founded by Canadian Film and Television Production Association
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