

Canadian Artists and Producers
Professional Relations Tribunal



Tribunal canadien des relations
professionnelles artistes-producteurs

CANADA

Ottawa, May 23, 2003

File No.: 1310-02-002

Decision No. 043

**In the matter of an application for certification filed by the
Guild of Canadian Film Composers / Guilde des compositeurs canadiens de
musique de film**

Decision of the Tribunal:

The application for certification is granted.

Place of hearing: Montréal, Quebec

Date of hearing: March 12, 2003

Quorum: John Moreau, presiding member
Moka Case, member
Lyse Lemieux, member

Appearances: Michael N. Bergman, for the Guild of Canadian
Film Composers

Guy Gauthier, for the National Film Board of
Canada

David J. Jandrisch, for the American Federation of
Musicians of the United States and Canada

Reasons for Decision

1310-02-002: In the matter of an application for certification filed by the Guild of Canadian Film Composers / Guilde des compositeurs canadiens de musique de film

Background

[1] This decision deals with an application for certification submitted to the Canadian Artists and Producers Professional Relations Tribunal (the “Tribunal”) under section 25 of the *Status of the Artist Act* (S.C. 1992, c.33, hereinafter “the *Act*”) by the applicant, the Guild of Canadian Film Composers (“GCFC”) on May 31, 2002. The matter was heard in Montréal on March 12, 2003.

[2] The GCFC originally applied for certification to represent a sector composed of all professional independent contractors engaged by a producer subject to the *Status of the Artist Act* who:

... create, write, compose, orchestrate, arrange or edit music, lyrics (in a language other than French) or music and lyrics where the said music and/or lyrics are intended for film, videotape, digital media or any other audio-visual media or analogous process, or any other process now known or to be invented which modifies or replaces the aforementioned technology and processes, with the exception of:

The artists covered by the certification granted to the Société professionnelle des auteurs et des compositeurs du Québec (SPACQ) by the Canadian Artists and Producers Professional Relations Tribunal on May 17, 1996, as may be amended by the Tribunal in the future.

And is subject to:

(a) The agreement concluded between the Guild of Canadian Film Composers and the Society of Composers, Authors and Music Publishers of Canada (SOCAN) on May 6, 2002; and

(b) The agreement concluded between the Guild of Canadian Film Composers and the Société du droit de reproduction des auteurs, compositeurs et éditeurs au Canada (SODRAC) inc. on May 13, 2002.

[3] The May 6, 2002 agreement which was filed with the GCFC’s application for certification sets out the GCFC and SOCAN’s jurisdiction. It provides that the GCFC’s certification application will not encroach on any rights assigned to SOCAN by its members regarding collective administration. Specifically, it states that the GCFC and SOCAN will not prejudice or impede the other with respect to the *Status of the Artist Act* and the *Copyright Act* respectively, and that the GCFC’s deferred fees or resale rights covered by the bargaining sector will not be affected, provided that they are not in SOCAN’s jurisdiction.

[4] A similar agreement was concluded with SODRAC on May 13, 2002 and was also filed with the GCFC's application.

[5] In conjunction with the GCFC's application for certification, on May 15, 2002, the Société professionnelle des auteurs et des compositeurs du Québec ("SPACQ") submitted to the Tribunal an application for review, requesting an amendment of its certification, the nature of which was to create a geographic sector limited to the province of Québec. The Tribunal heard both applications on the same day and issued separate Reasons with respect to SPACQ's application for review.

[6] A public notice of the GCFC's application was published in the *Canada Gazette* on September 7, 2002. The notice also appeared in various publications between September 10 to 16, 2002, namely: *l'Express*, *The Globe and Mail*, *La Voix Acadienne*, *La Presse*, *l'Eau Vive*, *La Liberté*, *Le Gaboteur*, *L'Acadie Nouvelle*, *Le Franco*, *Le courrier de la Nouvelle-Écosse*, *L'Aurore Boréale*, *L'Aquilon*, *The Gazette*, *L'Express du Pacifique* and *Playback*. The public notice set a closing date of October 18, 2002 for the filing of expressions of interest by artists, artists' associations, producers and other interested parties.

[7] As of the notice's closing date, two producers and an artists' association had expressed an interest in the GCFC's application, namely the National Film Board of Canada ("NFB"), Bell Globemedia Inc. and the American Federation of Musicians of the United States and Canada ("AFM"). Bell Globemedia Inc. subsequently withdrew its intervention.

[8] The NFB included written representations with its notice of intervention. The NFB stated it would like to have a more precise definition of the sector. It questioned the use of the term "create" in the sector definition and suggested that profession titles be used instead. It noted that certain professions such as orchestration and arranging are already covered by other scale agreements.

[9] On October 10, 2002, the GCFC signed an agreement with the AFM. The agreement asserts the AFM's right of representation pursuant to its certification, save with respect to artists orchestrating, arranging or copying where such work is electronic in function and requires no extra work on the part of the composer, or if any of the aforementioned work is done by the composer.

[10] On November 7, 2002, approximately two and a half weeks after the notice's closing date, the Writers Guild of Canada ("WGC"), a certified artists' association, wrote the Tribunal requesting intervenor status. On January 6, 2003, the Tribunal granted the WGC's request pursuant to paragraphs 17(k) and (m) of the *Act* on the basis that the issues raised in the WGC's intervention were sufficiently important given that the GCFC's proposed sector might potentially overlap with the WGC's sector. Because the certification hearing was still several months away, the Tribunal was also of the view that the GCFC would suffer minimal prejudice if the WGC were allowed to intervene.

[11] On February 11, 2003, the GCFC wrote the Tribunal stating it wished to amend the text of the proposed sector. The GCFC requested that the wording "in a language other than French" be deleted.

[12] On March 6, 2003, a further agreement was signed between the GCFC, SPACQ and the Société des auteurs de radio, télévision et cinéma, (“SARTEC”) which provided:

[TRANSLATION]

SARTEC's certification sector, and not SPACQ's nor the GCFC's, covers the authors of song lyrics working in French as long as that author is also the author of the dramatic or literary work requested by the producer under SARTEC's jurisdiction.

[13] On March 10, 2003, SPACQ informed the Tribunal that it had negotiated an agreement with the GCFC and the WGC. The agreement, subsequently signed by all three parties, and filed with the Tribunal, states:

[t]he WGC certificate, and not the SPACQ or GCFC certificates, covers lyrics in a radio, television, film, video or similar audio-visual production, including multimedia, when the lyricist is also an author of the literary or dramatic script material for the same production.

[14] On March 12, 2003, the GCFC further amended its proposed sector after reaching an agreement with the NFB with respect to the wording. The amended sector provides:

The GCFC seeks a sector composed of all professional independent contractors engaged by a producer subject to the *Status of the Artist Act* to perform the function of author, composer or author-composer, including all the associated work required by these functions, in order to deliver to the producer music, lyrics and music with lyrics where the said music or lyrics are intended for film, videotape, digital media or any other audio-visual media or analogous process, or any other process now known or to be invented which modifies or replaces the aforementioned technology and processes, with the exception of:

The artists covered by the certification granted to the Société professionnelle des auteurs et des compositeurs du Québec (SPACQ) by the Canadian Artists and Producers Professional Relations Tribunal on May 17, 1996, as may be amended by the Tribunal in the future.

And subject to:

(a) The agreement concluded between the Guild of Canadian Film Composers and the Society of Composers, Authors and Music Publishers of Canada (SOCAN) on May 6, 2002; and

(b) The agreement concluded between the Guild of Canadian Film Composers and the Société du droit de reproduction des auteurs, compositeurs et éditeurs au Canada (SODRAC) Inc. on May 13, 2002.

Evidence

[15] The GCFC called two witnesses, Mr. Paul Hoffert and Mr. Glenn Morley. The first witness to testify was Paul Hoffert, Chairman of the Board of the GCFC. Mr. Hoffert is a composer for film and television. He is a former Chairman of the Ontario Arts Council and a founding member of the seventies rock group Lighthouse. He also teaches at York University and Sheridan College. Mr. Hoffert is also one of the founding members of the GCFC in 1981. Before serving as Chairman of the Board, he served as President of the GCFC.

[16] The second witness, Mr. Glenn Morley, is currently President of the GCFC. He also works as a composer in the theatrical, film and television medium. Mr. Morley has composed more than 2,000 separate projects. He has also received three Gemini awards. Mr. Morley has been involved as a member with the GCFC since its inception. He has served as President, Secretary and Vice President.

[17] The GCFC is a national association representing professional composers for film, television and new media. Mr. Hoffert testified that the GCFC's mission is to improve the knowledge and working conditions of its members. It works to provide knowledge to them such that they can deliver a better quality product. It also seeks to promote, among its members, awareness of the value of their artistic work in the marketplace. This is done by providing members with current information on market conditions and the practice of their craft.

[18] Mr. Morley explained the inner workings of the GCFC. It has a Board composed of 18 volunteer members across Canada. The Board includes an Executive Committee composed of a President, Vice President and Secretary Treasurer. The Board also has a number of subcommittees, namely for seminars, strategic planning, nominating, finance and governance. The GCFC has two to three salaried employees working on a part-time basis. It has a gross annual budget of \$250,000 which comes from such sources as membership dues, the SOCAN Foundation and the Department of Canadian Heritage.

[19] Mr. Hoffert explained that a composer in the film and television industry is recognized, through copyright legislation, as a primary creator throughout the world. As key contributors to the creation of a film, they are given head credits. This practice is similar to the writer or producer of a film that maintains copyright for their creation.

[20] He further explained that composers tell stories with music. Unlike a general composer, film and television composers tell stories linked to pictures. A song composer creates a musical work, but works in isolation. In contrast, film and television composers must work with writers, directors, actors, and others who provide creative input to the production. A composer's objective is to have a successful piece of music, whereas the film and television composer's objective is to have a successful film or television program.

[21] Mr. Hoffert went on to explain how a film and television composer will approach a given project. First the composer reads the script and has a number of meetings with the director, producer and editor to discuss the creative intent and the emotional cadence of the

project. The creative team must then discuss where there should and should not be music, and whether there will be sound effects. The second step is to break down the entire length of the production into separate music cues representing where a piece of music would start and stop in relation to the picture. The third step is to write musical themes, which consist of a melody, rhythm and harmony, or a combination of any or all of the above. Musical themes would be recognizable to the audience. As an example, if one associates a musical theme with a character, then playing the theme at a later time in the production will place, in the minds of the audience, that character without having the character on screen. The fourth step is to synchronize each individual music cue to the picture. The fifth step involves meeting with the producer, director and post production individuals to discuss ideas for the music. Mr. Hoffert noted that this often results in requests for different versions of music. The final step is the music production phase. This involves the hiring of live musicians in a recording studio and/or the use of electronic instruments to actualize the music score. The music soundtrack is then delivered to the producer for a final mixing session where dialogue, sound effects and the film and television composer's music are combined.

[22] Mr. Hoffert explained the difference between composers, arrangers, orchestrators and music editors. Composers ensure the basic creation by making a "sketch" with a musical instrument. This can show, for example, important emotional points where the music might change direction. Mr. Hoffert then used the analogy of cloth and garment to describe an arrangement. Pieces of cloth can be thought of as themes. Arrangements are the various garments cut from the pieces of cloth, such that the material fits the body of each of the music cues to achieve the desired psychological effect. After the arrangement of the themes, it is necessary to assign final sounds. Orchestration involves taking the sketch and making it whole.

[23] According to Mr. Hoffert, music editors are usually involved in a technical function. They take the music created and place it in time synchronization with the picture as directed by the composer. Music editors may also be asked to perform a creative function. A music editor may be given a library of music, with sounds from a particular television series. He is asked to manipulate it, by cutting pieces of music together, and placing them in a series. In such a situation, Mr. Hoffert asserts that as there is a creative process involved through the rearranging and the selection of the music, the GCFC would claim jurisdiction over that function.

[24] Mr. Hoffert referred to two factors in support of the existence of common interests between film and television film composers. The first factor is the creativity required for the sector. There are distinguishing characteristics required for the work of a film and television composer that are not inherent in a general composer. A second factor is the common working conditions. This can be seen by the amount of time given in creating works, the number of minutes of music that need to be created, and the production specifications of the music score. It was also noted that such working conditions cut across regional and linguistic lines.

[25] Mr. Morley testified that the GCFC is currently holding a series of seminars on craft issues. Its members have toured across Canada to compare methods with other members on

issues of production, terms and conditions of work, and other matters, such as the amount of time to complete their work and the kinds of monies that would be negotiated. Mr. Morley stated that such activities assist the GCFC in providing its members with current information about techniques used locally and internationally. As an example, he referred to the use of new media, Dolby 5.1 technology and other surround sound technologies. In addition, he mentioned that the GCFC makes excellent use of the virtual community, as 100 % of its membership is on-line. In fact, he notes that a distinguishing feature of GCFC's members, unlike membership outside the film and television industry, is that they are highly computer literate.

[26] The GCFC has a bilingual website with an on-line directory. The directory enables one to conduct searches for the names of members who work in different music styles, and their place of residence. The latter is useful for producers who may want to take advantage of tax credits or other incentives specific to one province. The GCFC's website also allows its members to publish their résumés. In addition, it contains a "contract recipe" which allows the parties to create or amend the terms of the contract. Mr. Morley indicated that the clarity of their "contract recipe", unlike those found in the music industry, has been praised by producers.

[27] The GCFC assists its members with contract negotiation, Mr. Morley referred to the GCFC contract that has been in existence for the last six years. Members have had greater access to it within the last 15 months, because it is available on the website. The GCFC provides explanations regarding the contract to its members, and if needed, will step in to assist them in their discussions with producers. As well, the GCFC uses its publication, *Spotting Notes*, as another means of communicating with its own membership and other interested people in the industry.

[28] Mr. Morley further described the GCFC's impact in the community through its subcommittee work, which administers its apprentice / mentor program. The program places entry level composers with senior working composers. He states that, given the lack of formal training and the prohibitive cost associated with such training, the GCFC's program is often the only means for young composers to receive training in the field.

[29] The GCFC maintains relations with other sister organizations, such as the Songwriters Association of Canada, the AFM, SOCAN, SODRAC, the Canadian Mechanical Reproduction Rights Agency and the Canadian Private Copying Collective.

[30] Mr. Morley testified that SPACQ would represent composers in Québec. The GCFC would represent composers outside of Québec and those dealing with private English language broadcasters in Québec. He mentioned that French language calls received by the GCFC are currently directed to French speaking board members. He also indicated that the GCFC intends to work with SPACQ to ensure efficiency in labour and costs. As an example, he stated that the GCFC would look to SPACQ for guidance if it had a French language member who was operating outside Québec.

[31] In terms of regional representation, Mr. Morley explained that the members of the GCFC's board of directors consist of two members from Vancouver; one from Edmonton;

two from Montréal; and the remaining members are from Toronto. He stated that this representation is based in part on the fact that Toronto, Vancouver and Montreal are the principal centres of the film community in Canada.

[32] Mr. Hoffert estimated that there are approximately 1,000 film and television film composers in Canada. This is based on the fact that SOCAN has approximately that number of members who are actively engaged in film and television composing. In Canada, he noted that film or television composers will likely join SOCAN because it has no entry or membership fees and they will be paid royalties when their music is aired.

[33] According to Mr. Hoffert, the GCFC has 270 members. The breakdown by province is 42 in British Columbia; five in Alberta; five in Saskatchewan; two in Manitoba; 165 in Ontario; 37 in Québec; two in New Brunswick; 11 in Nova Scotia; and one in Newfoundland. He noted that the membership represents one-third of television and film composers in Canada, based on the SOCAN figures. However, the SOCAN numbers include the memberships of both SPACQ and the GCFC.

[34] In Mr. Morley's opinion, the Guild represents approximately 90 % of the people who are truly earning their living working in the film and television sector. Over the past two years, 100 new members have joined the association.

Issues

[35] The GCFC's application raises two issues:

- (a) Is the sector proposed by the GCFC suitable for bargaining; and
- (b) Is the GCFC's representative of the artists in the sector?

The Status of the Artist Act

[36] The relevant provisions of the *Status of the Artist Act* are as follows:

26. (1) After the application period referred to in subsection 25(3) has expired, the Tribunal shall determine the sector or sectors that are suitable for bargaining, taking into account

- (a) the common interests of the artists in respect of whom the application was made;
- (b) the history of professional relations among those artists, their associations and producers concerning bargaining, scale agreements and any other agreements respecting the terms of engagement of artists; and
- (c) any geographic and linguistic criteria that the Tribunal considers relevant.

(2) Notwithstanding subsection 19(3), only the artists in respect of whom the application was made, artists' associations and producers may intervene as of right on the issue of determining the sector that is suitable for bargaining.

[...]

27. (1) After determining the sector pursuant to subsection 26(1), the Tribunal shall determine the representativity of the artists' association, as of the date of filing of the application for certification or as of any other date that the Tribunal considers appropriate.

(2) Notwithstanding subsection 19(3), only artists in respect of whom the application was made and artists' associations may intervene as of right on the issue of determining the representativity of an artists' association.

28. (1) Where the Tribunal is satisfied that an artists' association that has applied for certification in respect of a sector is the most representative of artists in that sector, the Tribunal shall certify the association.

[...]

Submissions

[37] The AFM submits that, unlike the television and film industry's past where only a few producers existed, today there are hundreds of producers. Due to this new reality in the industry, the AFM states that film and television composers need an organization to speak on their behalf. It recognizes that the GCFC should be the association to represent film and television composers.

[38] During the hearing, the GCFC and the NFB came to an agreement regarding the proposed sector definition (see para. 14) which settled the matters raised in the NFB's intervention. The NFB submitted that it was unnecessary for it to make any further representations as it was satisfied that its concerns about the sector definition had been addressed.

[39] The GCFC submits that the sector is well-defined, simple, easy to understand for the lay person producer. In addition, the sector is unoccupied. It has a distinct group of people with specialized knowledge and artistic endeavours.

[40] The GCFC contends that unlike its sister groups, who under a variety of circumstances touch on the field of film and television composers, only the GCFC truly addresses the representativity of film and television composers, as 90 % of the artists in the sector are members. The GCFC notes that it has been in existence for approximately 23 years. The leadership within the GCFC represents the top talent in the composing field. In addition, the association has set up education, resources and other types of assistance for its members.

[41] The GCFC submits that it is similar to other artists' associations, such as the Directors Guild of Canada and ACTRA, in that it had de facto collective agreements in place before statutory recognition in a labour law regime.

[42] The GCFC notes that unlike the television and film composing industry of the past, where the principal producers were the Canadian Broadcasting Corporation and the NFB, there are now numerous licenced broadcasters and a proliferation of networks and channels today. There are very few television broadcasts or exhibitions in the federal domain that do not have music as a component.

[43] The GCFC recognizes that because of this growing demand for music, this is the ideal time for it to represent film and television composers. It argues that it has achieved and met the goals and tests required by the *Act* for certification. The GCFC submits that, by allowing it to represent film and television composers, this will be extremely useful and practical for the functioning of the industry.

Analysis and Conclusion

Agreements concluded by the parties

[44] The Tribunal takes official notice of the following aforementioned agreements, namely between:

- The GCFC and SOCAN dated May 6, 2002;
- The GCFC and SODRAC dated May 13, 2002;
- The GCFC and the AFM dated October 10, 2002;
- The GCFC and the NFB dated March 12, 2003.

Is the sector proposed by the GCFC suitable for bargaining?

[45] Subparagraph 6(2)(b)(i) of the *Act* provides that :

6(2) This part applies

[...]

(b) to independent contractors determined to be professionals according to the criteria set out in paragraph 18(b), and who

(i) are authors of artistic, dramatic, literary or *musical works within the meaning of the Copyright Act*, or directors responsible for the overall direction of audiovisual works, [...]

[Our emphasis]

“Musical work” is defined under section 2 of the *Copyright Act* (R.S.C. 1985, c. C-42, as amended) as “... any work of music or musical composition, with or without words, and includes any compilation thereof.” On this basis, the Tribunal finds that authors, composers and author-composers are authors within the meaning of the *Copyright Act* and are therefore artists pursuant to subparagraph 6(2)(b)(i) of the *Act*.

[46] When determining whether a sector is suitable for bargaining, subsection 26(1) of the *Act* directs the Tribunal to consider the common interests of the artists in respect of whom the application was made, the history of professional relations among those artists, their associations and producers concerning bargaining, scale agreements and any other agreements respecting the terms of engagement of artists, and any linguistic and geographic criteria it considers relevant.

Community of interests and history of professional relations

[47] There are common interests between authors, composers and author-composers, as they are recognized, throughout the world in copyright legislation, as being primary artistic creators. Like authors, composers and author-composers tell stories with music. This group of artists, compared to other artists, share the same distinctive characteristics in their work which requires a similar degree of creativity. They also share similar working conditions. Accordingly, it is our view that there exists a strong community of interests among the artists in the proposed sector.

[48] The evidence clearly indicates that there is a long history of professional relations between the GCFC, its members, producers and other organizations. Although no scale agreements were filed with the Tribunal, the GCFC has developed a “contract recipe” available to members on its website. Artists and producers can amend the terms of the “contract recipe” to meet their needs. The GCFC filed agreements that indicate that it maintains professional relations with other organizations such as the Songwriters Association of Canada, the AFM, SOCAN, and SODRAC.

Relevant linguistic and geographic criteria

[49] The GCFC, through its board and its members, has representatives of this sector across Canada. The exception is in Québec, where SPACQ represents these artists. It should be noted that the Guild intends to work with SPACQ to ensure market efficiencies. For example, if a French speaking member of the GCFC is working outside Québec and needs assistance, the GCFC would refer this person to SPACQ.

[50] The Tribunal modified SPACQ's sector definition to read as follows (see *SPACQ*, 2003 CAPPRT 042) :

... a sector composed of all independent contractors engaged in a production in Québec, by a producer subject to the *Status of the Artist Act*, with the exception of a national private English-language broadcaster, to perform the function of lyricist, composer and lyricist-composer, including the work required for those positions for delivering the music and/or songs commissioned by the producer. In the case of the National Film Board of Canada ("NFB"), a "production in Québec" shall mean a production initiated by an NFB production centre located in Québec.

In dealing with SPACQ's request to limit its sector to the province of Québec, the Tribunal examined the implications of a sector based on geographic considerations and was satisfied that it was appropriate to do so. As a result, it is also appropriate that the GCFC's sector should be defined along geographic lines with the exception of the private English language broadcasters situated in Québec which would remain within the GCFC's jurisdiction as per SPACQ's certification order.

Conclusion regarding the sector

[51] After taking into consideration all of the evidence and the parties' representations, the Tribunal finds that the appropriate sector for collective bargaining is a sector composed of all professional independent contractors engaged by a producer subject to the *Status of the Artist Act* to perform the function of author, composer or author-composer, including all the associated work required by these functions, in order to deliver to the producer music, lyrics, and music with lyrics where the said music or lyrics are intended for film, videotape, digital media or any other audiovisual media or analogous process, or any other process now known or to be invented which modifies or replaces the aforementioned technology and processes, with the exception of:

The artists covered by the certification granted to the Société professionnelle des auteurs et des compositeurs du Québec (SPACQ) by the Canadian Artists and Producers Professional Relations Tribunal on May 17, 1996, as amended by the Tribunal on May 20, 2003.

And subject to:

(a) The agreement concluded between the Guild of Canadian Film Composers and the Society of Composers, Authors and Music Publishers of Canada (SOCAN) on May 6, 2002; and

(b) The agreement concluded between the Guild of Canadian Film Composers and the Société du droit de reproduction des auteurs, compositeurs et éditeurs au Canada (SODRAC) Inc. on May 13, 2002.

Is the GCFC's representative of the artists in the sector?

[52] The evidence indicates that the GCFC has approximately 270 members. According to the GCFC, this represents approximately 90 % of the artists that actually earn a living in that sector. The Tribunal notes the fact that the GCFC's membership has grown substantially over the last two years.

[53] Given that no other artists' association has applied to be certified in respect of the same sector and that the Tribunal accepts the GCFC's claims regarding representativity, we find that the GCFC is the association most representative of the artists in the sector.

Decision

[54] For all these reasons, and in light of the fact that the GCFC's by-laws are in compliance with the requirements of subsection 23(1) of the *Status of the Artist Act*, the Tribunal:

Declares that the sector suitable for bargaining is a sector composed of all professional independent contractors engaged by a producer subject to the *Status of the Artist Act* to perform the function of author, composer or author-composer, including all the associated work required by these functions, in order to deliver to the producer music, lyrics, and music with lyrics where the said music or lyrics are intended for film, videotape, digital media or any other audiovisual media or analogous process, or any other process now known or to be invented which modifies or replaces the aforementioned technology and processes, with the exception of:

The artists covered by the certification granted to the Société professionnelle des auteurs et des compositeurs du Québec (SPACQ) by the Canadian Artists and Producers Professional Relations Tribunal on May 17, 1996, as amended by the Tribunal on May 20, 2003.

And subject to:

(a) The agreement concluded between the Guild of Canadian Film Composers and the Society of Composers, Authors and Music Publishers of Canada (SOCAN) on May 6, 2002; and

(b) The agreement concluded between the Guild of Canadian Film Composers and the Société du droit de reproduction des auteurs, compositeurs et éditeurs au Canada (SODRAC) Inc. on May 13, 2002.

Declares that Guild of Canadian Film Composers / Guilde des compositeurs canadiens de musique de film is the association most representative of the artists working in the sector.

An order will be issued to confirm the certification of the Guild of Canadian Film Composers / Guilde des compositeurs canadiens de musique de film to represent the said sector.

Ottawa, May 23, 2003

John M. Moreau
Presiding member

Moka Case
Member

Lyse Lemieux
Member