



## **How to produce MPTF-sponsored live-streamed performances during COVID (Canada)**

This PDF packet contains:

- A short guide on how to prepare an MPTF streaming grant application and what needs to be completed
- A form-fillable AFM internet streaming agreement for MPTF jobs
- Instructions on how to fill out the report/payroll B-7 form for MPTF-funded streams.
- A form-fillable B-7 Report form

## How to produce MPTF-sponsored live-streamed performances during COVID

During this Covid pandemic, Music Performance Trust Funds (MPTF) is fully-funding **live-stream** performances for as long as government agencies are limiting or prohibiting audience gathering. As always, a 3<sup>rd</sup> party who serves as the employer/co-sponsor of record must participate in the project, but during the pandemic it will cost the employer/co-sponsor nothing but a little paperwork.

(NOTE: If your government agency is permitting live audience performances during COVID, the only new wrinkle is that you must send a letter from the co-sponsor and/or venue stating that (1) the performer(s) have the venue's permission to stage a performance, and (2) safety protocols will be followed. Contact the MPTF directly with questions about *live* performance applications.)

Instructions for *live-streaming* performances are as follows:

### BEFORE THE PERFORMANCE (for live-streams only)

1. **Cost out the performance.** Costing out the performance is almost the same as costing out scale for any local engagement. The current special Covid pandemic conditions rate for live streaming MPTF performances is the Local's **live engagement scale plus 10%**, i.e., 110% of the Local's applicable live wage scale. Factor in any applicable wage premiums, such as doubling, first chair, leader/contractor, etc., plus pension. Add in any cartage at Local rates or H&W if Local requires it. Include employment payroll tax roll-ups as specified by the Local wage scale or as appropriate to the state or province.

MPTF requires that there be a local tech support person at the performance. The local tech support person must not be a performer, but will be paid by MPTF along with the musicians if included as part of the cost of the proposal. If the Local doesn't have a wage scale for tech support, use the Local side-musician, leader, or contractor rate for tech support pay rate.

- **Total Wage** = ((*Local sidemusician rate x no. of musicians*) + *applicable doubling and/or 1<sup>st</sup> chair premiums + tech person + leader/contractor*) + 10%
- **Pension** = *Total Wage x 12%* (pursuant to the *General Production Agreement*)
- **Cartage** (if applicable, at *Local rate*)
- **H&W** (if required by *Local*)
- **Employer Payroll expense** = *Total Wage + percentage required by Local scale or as appropriate to state or province*

Add those five components together for total compensation expense.

2. **Email a general description of the streaming proposal to MPTF for preliminary review** (addresses below). Include a brief description of the performance, the date and time, venue (incl. city/state), cost, and contact information for the co-sponsor and local tech support person.

NOTE: The performance must be *live-streamed only*, not recorded in advance. The simplest way to stream the performance is via MPTF's Facebook page, which MPTF will coordinate with the local tech support person. However, performances may be streamed on other free-to-consumer external platforms if the repertoire is public domain and other strict conditions are met.

Unless all of the works performed are originals or in the public domain, the stream may not be recorded, captured, or archived in any way. For this and other questions about grant proposals, contact Vidrey Blackburn ([vblackburn@musicpf.org](mailto:vblackburn@musicpf.org)) or Samantha Ramos ([sramos@musicpf.org](mailto:sramos@musicpf.org)).

3. Once MPTF gives preliminary approval of the grant proposal, an **AFM MPTF Streaming Agreement** (included with this packet) must be completed and signed by the co-sponsor/employer and an authorized officer of the Local.

4. With the signed AFM MPTF Streaming Agreement in hand, the **online MPTF grant application must be completed and submitted**. Vidrey and/or Samantha can assist with this as needed.
5. After MPTF gives final approval, the leader of the musical group must fill out an **AFM Live Engagement Contract (LEC)** signed by the contractor/leader and the co-sponsor/employer – in effect, contracted the same as any regular non-pandemic live freelance engagement.
6. Musicians should email their friends and fans about their upcoming MPTF streams. Locals should email the membership each week that Local members are performing MPTF streams.

**AFTER THE LIVE-STREAM PERFORMANCE**

7. Contractor/leader must **complete a B-7 report** form (form and instructions included with this packet) and provide a copy to the local, CFM and to whomever the co-sponsor has designated to write the payroll and benefits checks for the musicians.

8. The **musicians' wage and benefits payments must be then made** according to the live engagement contract in 5, above. The employer/co-sponsor can issue payroll checks directly or use a payroll service. MPTF will then reimburse the co-sponsor/employer in full.

NOTE: Whoever is writing the checks must be instructed to either (1) send the pension contributions directly to the pension fund accompanied by the B-7 report form, or (2) send it all to the Local, which will then forward it to the pension fund.

NOTE: **Work dues on MPTF engagements are 5% of scale** (including the 10% streaming pay). Every AFM member has signed an authorization to deduct union work dues from their paychecks, so, for everyone's convenience, the person or company preparing the payroll checks may be instructed to deduct 5% from each musician's gross wage and remit the total to the Local together with the B-7 report form. Otherwise, the Local must invoice the leader for the 5% work dues, which is both inefficient and annoying for the musicians and the Local.

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**CONTACT INFO:**

MPTF: Vidrey Blackburn - [vblackburn@musicpf.org](mailto:vblackburn@musicpf.org)

MPTF: Samantha Ramos - [sramos@musicpf.org](mailto:sramos@musicpf.org)

**AFM International Reps**

Canada: Allistair Elliott – [aelliott@afm.org](mailto:aelliott@afm.org)

CFM: Liana White – [lwhite@afm.org](mailto:lwhite@afm.org)

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA (AFM)



INTERNET STREAMING - MPTF
For use with MPTF-funded Canadian engagements only

This agreement between AFM Local \_\_\_\_\_ and \_\_\_\_\_ (CO-SPONSOR)

supplements a grant application and agreement between Music Performance Trust Funds (MPTF) and the Co-sponsor for the performance of \_\_\_\_\_ on \_\_\_\_\_ (NAME OF MUSICAL UNIT or MUSICIAN-LEADER) (DATE)

and sets terms for the live-streaming of the performance via free-to-consumer internet platforms. Co-sponsor and Local agree that use of this agreement is applicable only to above-referenced performance.

Compensation

The Local and Co-sponsor warrant that the musicians' compensation in the MPTF grant includes the live performance rate established by the Local plus an additional 10 percent thereof for the live, non-captured streaming of the performance.

Pension

A pension contribution in the amount of 12% of the Musicians' contracted fees is applicable for all services covered by this Agreement, payable to the Musicians' Pension Fund of Canada (MPF Canada), created pursuant to the Agreement and Declaration of Trust dated April 9, 1962. Such contributions shall be mailed to the Musicians' Pension Fund of Canada, 200 Yorkland Boulevard, Suite 605, Toronto, Ontario, M2J 5C1.

No Consumer Streaming Charge

Consumer access to the live-stream shall be free of charge.

No Capture of Performance

No capture or recording of the performance shall be made. If any recording or capture is made of the performance, whether in whole in part, the Co-sponsor shall enter into and abide the terms and conditions of the appropriate AFM agreement governing such capture or recording. The American Federation of Musicians may enforce this provision in any court of competent jurisdiction.

Disposal of Rights

In the event of capture or recording, content of the performance may not be sold, assigned, licensed or otherwise transferred to any third party without the advance written permission of the AFM. Co-sponsor agrees to give notice to the AFM at least thirty (30) days prior to any such proposed sale, assignment, license or transfer. Absent permission of the AFM, if the Co-sponsor shall sell, transfer, assign, or otherwise dispose of rights in content captured under this addendum, Co-sponsor shall continue to be responsible for every obligation and commitment undertaken in this Agreement with respect to such content.

Use For Any Other Purpose

If any recording or capture made under this addendum, whether in whole in part, is ever used for any purpose not explicitly set forth herein including but not limited to sound recordings, theatrical motion pictures, television films, documentary programs, any other content monetization, etc., the Co-sponsor shall enter into and abide the terms and conditions of the appropriate AFM agreement governing such use, including but not limited to payment of all wages, residuals, royalties and benefits. The American Federation of Musicians may enforce this provision in any court of competent jurisdiction.

CO-SPONSOR:

AFM LOCAL \_\_\_\_\_ AUTHORIZED OFFICER:

(SIGNATURE)

(SIGNATURE)

DATE

DATE



## ADDITIONAL TERMS AND CONDITIONS

1. The terms and conditions of this agreement include the terms set forth herein as well as the terms and conditions of such AFM Agreements that are applicable to this engagement, which are incorporated by reference. The Leader represents that the musicians have agreed to be bound by said terms and conditions. Each musician may enforce this agreement.
2. The Producer shall at all times have complete control of the services which the musicians will render under the specifications of this contract. On behalf of the Producer the Leader will distribute the amount received from the Producer to the musicians, including himself, as indicated on this contract. The amount paid to the Leader includes the cost of transportation. The Producer hereby authorizes the Leader on his behalf to replace any musician who by illness, absence, or for any other reason does not perform any or all of the services provided for under this contract. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, or accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions, beyond the control of the musicians. The Producer agrees that a Representative of the AFM Local, in whose jurisdiction the musicians are playing, shall have access to the premises in which the musicians perform for the purpose of conferring with the musicians. The musicians performing services under this contract must be members of the AFM and nothing in this contract shall ever be so construed as to interfere with any obligations which they may owe to the AFM.
3. It is agreed that all the rules, laws and regulations of the Federation, and all the rules, laws and regulations of the Local in whose jurisdiction the musicians perform, insofar as they are not in conflict with those of the Federation, are made part of this contract. In accordance with the Constitution, By-Laws, Rules and Regulations of the Federation, the parties will submit every claim, dispute, controversy or difference involving the musical services arising out of or connected with this contract and the engagement covered thereby for determination by the International Executive Board of the Federation or a similar board of an appropriate local thereof and such determination shall be conclusive, final and binding upon the parties.
4. The Producer represents that there does not exist against him, in favor of any musician-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for any such Producer. It is agreed that no musician-member of the American Federation of Musicians will be required to perform any provisions of this contract or to render any services for said Producer as long as any such claim is unsatisfied or unpaid, in whole or in part. The Producer in signing this contract himself, or have same signed by a representative, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein
5. Any member or members who are parties to or affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason or any strike, ban, unfair list order or requirement of the Federation, shall be free to accept and engage in other engagements of the same or similar character, or otherwise, for other Producers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.
6. The performances to be rendered pursuant to this agreement are not to be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever, except as specifically permitted by this agreement. This agreement may not be enforced by the Producer until approved by the Federation.

### REUSE:

*This contract is also to be used in reporting reuse and new use payments (when applicable) and shall be presented to the appropriate Federation office accompanied by payments for same.*

## HEALTH AND WELFARE

Contributions as outlined in the applicable AFM Agreement shall be paid to each musician per contract as additional scale wages. In no event is Pension contribution to be paid on the contribution.

## MUSICIANS' PENSION FUND OF CANADA

### MPF CANADA

200 Yorkland Blvd., Suite 605, Toronto, ON, M2J 5C1

Contributions shall be made to the trustees of the American Federation of Musicians' and Employers' Pension Welfare Fund (Canada), created pursuant to the trust indenture dated, April 9, 1962, in a sum equal to the percentage as shown in the applicable AFM Agreement. This percentage is to be computed at scale. Cheques made payable to MPF Canada.

Producer shall file this contract and payments due hereunder as follows:

- (a) Original contract to the Local Union in whose jurisdiction the engagement was played; one copy retained by Producer.
- (b) A cheque made payable to the Leader for the total wages agreed upon shall accompany the contract sent to the Local Union.
- (c) A cheque for the pension contribution shall also accompany the contract sent to the Local Union, and made payable to MPF Canada.
- (d) The Local Union shall distribute copies of the contract as follows:
  1. The original and an additional copy (total 2) to MPF Canada, 200 Yorkland Blvd., Suite 605, Toronto, ON, M2J 5C1
  2. One copy returned to the Producer if required.
  3. One copy to be retained by the Local Union.
  4. One copy returned to the Leader.
  5. One copy to AFM Canadian Office (150 Ferrand Drive, Suite #202, Toronto, ON, M3C 3E5)

**ORIGINAL FIRST PAGE COPY TO BE SENT TO MPF CANADA**