

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