

DIGITAL REACH



Digital Rights | Performing Arts

Delivered to

Digital Reach Partners

Prepared by

Nordicity and Lord Cultural
Resources



THE
NATIONAL
Ballet
OF CANADA

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Disclaimer for this report

- This report provides a general summary and overview of rights and permissions in Canada and their application to the digital realm for performing arts organizations.
- **The contents of this report have been drafted by Nordicity and Lord and are the sole responsibility of the consulting firms and not of the arts organizations that are a part of Digital Reach.**
- All information and suggestions outlined here represent the general findings of desk-based research and opinions obtained through interviews. They do not constitute legal advice or specific recommendations. Rather, the purpose is to generate discussion in the arts community, and content is part of the Canada Council sponsored Digital Reach project.
- It is strongly recommended that anyone seeking rights related advice speak to a qualified legal professional before proceeding with any decisions.

The Digital Reach Project

- The **Digital Reach** Project examines how cultural organizations of different sizes take advantage of online and screen technologies to reach their audiences.
- Funded by the **Canada Council's Digital Strategy Fund**, Digital Reach is led by the National Ballet, and brings together 12 arts organizations from across Toronto.
- The participating organizations can be divided into roughly two categories:
 - **Performing arts:** TO Live, COC, Tapestry Opera, Toronto Caribbean Carnival, Luminato, DUO, TAPA, Esprit Orchestra.
 - **Museums:** ROM, MOCA and Gardiner Museum.
- The goal of this project is to equip partner organizations with **knowledge to support the capturing of content digitally:** including technical requirements and infrastructure, content distribution platforms, and different use cases to engage with audiences.
- This report will support partner organizations in their understanding of the rights involved in capturing content digitally.

Pre-COVID Context

Copyright in Canada

Copyright | Overview of Section

- This section will provide an overview of copyright and its context in Canada – in general/as it stands in a non-COVID context – along with a discussion of different rights that are relevant for performing arts organizations. A separate version of this report will address copyright for museums.

Copyright | Canadian Context

- Copyright is a **set of 'exclusive' rights**, giving the copyright holder or owner the right **to control the use of the creative work (moral rights)** and the ability to **earn from it (economic rights)**.
 - Copyright is **bestowed automatically**; registration is not required but documentation helps to confirm who the original creator is
 - Copyright **belongs to the creator/artist/author**, unless they purposefully transfer these rights to someone else, for a certain timeline after their death.
- In Canada, all copyright, is governed by the ***Copyright Act***, which was last updated in 2012.
 - The 2012 ***Copyright Modernization Act*** updated legislation to meet the perceived realities of the digital era as was envisage at that time (including new exceptions for user-generated content, provisions for reproductions made for educational purposes, and making performers and photographers the primary owners of their commissioned works)
- Internationally, Canada is party to the ***Berne Convention for the Protection of Literary and Artistic Works*** which outlines minimum copyright protection timelines for member countries based on jurisdiction

Copyright | Who Governs Copyright?

- The **Copyright Board of Canada** is mandated to administer the act and intervene in certain cases.

Relevancy to Performing Arts

- For performing artists, **Unions** manage their rights and royalty payments
 - While the copyright (or “rights”) for creative content can be held by a performing arts organization, the performing arts organization is still required to compensate their artists according to the union agreement between the artist's unions and the organizations.
 - The union agreement may also include residual payments and royalties if the content is being shown repeatedly, for example if it is recorded or streamed online.

Copyright | What is Protected?

Copyright protects all original works that follow conditions set out in the *Canadian Copyright Act* including:

- **Literary works** such as books, pamphlets, computer programs and other works consisting of text
- **Dramatic works** such as motion picture films, plays, screenplays and scripts
- **Musical works** such as compositions with or without words
- **Artistic works** such as paintings, drawings, maps, photographs, sculptures and plans

Copyright also protects subject-matter such as:

- **Performers' performances**, meaning any performance of an artistic, dramatic or musical work, a recitation/reading of a literary work, an improvisation, regardless of whether the work is based on a pre-existing work
- **Sound recordings**, meaning recordings consisting of sounds, whether or not a performance of a work, but excluding any soundtrack of a cinematographic work where it accompanies the cinematographic work
- **Communication signals**, meaning radio waves transmitted through space without any artificial guide, for reception by the public

Copyright | What is NOT Protected?

Copyright does not protect:

- Ideas, facts, short and one-word titles, and works that are not fixed in a material form (i.e., works that have **not been written down or recorded** in a somewhat permanent physical or digital format).
- Works which are **unoriginal** (i.e., works which do not require skills and judgment to create)

Source: Canadian Intellectual Property Office. August 2019. "A Guide to Copyright". https://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/h_wr02281.html#whatCopyrightProtects

Copyright | Whose Rights? Various Scenarios to Consider

- Arts organizations are involved in a **wide range of activities** where digital can be involved and where rights and permissions may apply (e.g., performance, archiving, recording, etc.)
- The following slides consider a variety of **rights and permission scenarios** and how they might apply to arts organizations overall and digitally, including (but not limited to):
 - Creator/artist/author rights
 - Performer rights



- These rights belonging to **artists, authors, musicians, designers, photographers, creators, etc.** and pertain to the use of their creative outputs
- In Canada, creators/artists have (1):
 - **Exhibition rights** - entitles them to receive payment when their work is publicly exhibited and is not for sale
 - **Reproduction rights** - protection from reproduction by anyone (including the owner) of their works without the creator's/artists' permission
 - **Moral rights** – protects their work from change or distortion by others, ensures attribution as the artist and prevents association with causes, products, and services to which the artist/creator is personally opposed



- For **performing arts organizations**, creator/artist rights could apply to:
 - The score used for an artistic performance
 - Choreography in the case of dance
 - Theatrical work (i.e., scripts)

- Digitally, these rights would apply anytime that work was live streamed or recorded and made available online for public consumption.

Copyright | Performer Rights



- These rights pertain to **actors, dancers, musicians, performers, speakers, etc.** involved in the **performance** of an artistic, dramatic or musical work, a recitation/reading, and an improvisation
- Performers must have permission to perform copyrighted works e.g.. plays, music scores, literary works
- Performers have rights in their performances to:
 - Record their performances and make copies
 - Communicate live performance by telecommunications
 - Perform in public
 - Rent copies of their recorded performances
 - Make recordings available to the public online through on-demand services
 - Sell/transfer ownership of recordings (as long as ownership has not been previously sold/transferred) and with permission of the copyright owner to the use of their image for commercial purposes
 - Authorize any of the above activities

Copyright | Performer Rights



- For **performing arts organizations**, performer rights could apply to:
 - Artists in their productions
 - Musicians who record music for a show
- Digitally, this could apply to:
 - **Live streaming** or **recording** performances, talks and lecture series
 - **Posting** video shorts and feature length performances of on-site concerts, dance or dramatic works **on the website or social media platforms**
 - **Promotional trailers** for upcoming events that feature past performers
 - **Time-lapse video** of artists at work or other making-of content related to the creation of a work of art
 - **Virtual programs** such as story time for children or costumed characters

Copyright | When Do You Need to Get Permission? From Who?

- Copyright permission needs to be obtained **when works are not part of the public domain**, or the copyright term has not yet expired
 - Ideally, copyright should be obtained **at the onset of a project and prior to use** of any works in a digital capacity
 - The owner of the work and the copyright holder are not necessarily the same people
- Permission is required from the copyright holder(s); in some cases, more than one person owns rights to a work and therefore **permission must be given by all copyright holders**
- In some instances, organizations such as **copyright collectives/ copyright societies/ licensing agencies grant permissions behalf of rightsholders** through the purchase of licences (e.g., SOCAN)
- Moral rights cannot be assigned or licensed but can be waived by contract

Source: Ruth Towse. "Getting Permission". <https://www.copyrightuser.org/understand/getting-permission/>

Copyright | What Happens When You Infringe on Rights?

- It is the responsibility of the copyright owners and/or those with exclusive licence to report infringements to the appropriate authorities
 - There is much debate as to who is responsible for online copyright infringement, e.g., whether the distributor or the platform provider bears responsibility and what they are legally supposed to do about it.
- Copyright infringement can result in the following:
 - Payment of any royalties to a copyright owner or copyright society
 - Imprisonment
 - Monetary fines
 - Order to take down the content

Sources: Government of Canada (1985), *Copyright Act*; Canadian Intellectual Property Office. "A Guide to Copyright". https://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/h_wr02281.html#whatCopyrightProtects; Lovrics & Gallivan, "Canada: Copyright Laws and Regulations 2021", <https://iclg.com/practice-areas/copyright-laws-and-regulations/canada>

Copyright | Social Media + Third Party Platforms

- Arts organizations are subject to terms and conditions of social media websites (ex. Facebook, Instagram, Twitter, YouTube, Pinterest, etc.) and need to be aware that any content posted can be reused by the platform.
- For example, Facebooks Terms and Service Agreement States: “...you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post...”
- Another consideration is that Safe Harbors Provisions make platforms such as YouTube exempt from liability when content is placed on their platform without rights clearance, so the incentive to ensure content is cleared is on the artists
- There are companies (e.g., Audiam) that can monitor and collect royalties for artists from third-party platforms such as YouTube

Sources: Dr. Benhamou, “Copyright and Museums in the Digital Age”, WIPO Magazine; Kerr and Young, “Tech Tutorial: Digital Copyright and Privacy (Beginners)”, American Alliance of Museums, Annual Meeting

Unions + Performing Arts

Unions + Performing Arts | Overview of Section

- This section will outline **how copyright works** from the perspective of performing arts organizations, and **how digital has altered** the regular course of things
- For performing arts organizations, copyright, or “rights”, come into play when using a piece of music, choreography, or anytime artist are hired to create a work
 - This creation – e.g., a dance, or a musical performance – is a live performance and is this a copyrighted entity, one in which all those involved are due payment
 - Payment is due for the first time the work is performed, but also if it is recorded, payment is due for a performance royalties anytime that work is re-shown

Unions + Performing Arts | The Role of Unions

- **Labour unions** are workers organizations which represent their members to negotiate, administer, and enforce collective agreements to provide them with equitable compensation as well as safe and reasonable working conditions.
- Unions play a key role in the **management of copyright, negotiating rates and ensuring fair compensation** for the use of their members' work.
- These unions also makes certain that the performing organizations are providing artists **safe and reasonable working conditions** throughout their employment.
- For all performing arts organizations, wages and benefits of artists and craftspeople must be determined through these unions whenever a performance is being created, rehearsed, or performed.
- The Copyright Board essentially acts as a publisher of the artistic content – they take a publisher's fee, and then the rest of the percentage is divided among the different artists – singers, pianist, etc. at different rates in a performance

Unions + Performing Arts | The Role of Unions

- Depending on the unions, artists and craftsmen are paid based on the **collective agreement** that a performing arts organization has with a union.
 - Members of the same union may also receive different compensation based on their experience and roles within the performing arts organization.
- Unions will also negotiate **other benefits** for their members, including royalties, breaks, vacation periods, travel, and insurance. Note that different unions have different breakdowns of pay and benefit agreements with the performing arts organizations.
 - For example, a set designer will have different pay and benefit agreement than musical artist because they belong to two different union organizations.
 - The record of union members payments and benefits can be found in agreements, based on which union a member belongs to.

Unions + Performing Arts | Who are the relevant unions?

- In Ontario, the four main unions serving the performing arts are:
 - **The Toronto Musicians' Association/Canadian Federation of Musicians (TMA/CFM)**
 - **Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)**
 - **Canadian Actors' Equity Association (CAEA, "Equity")**
 - **International Alliance of Theatrical Stage Employees (IATSE)**
- While these unions have **standard agreement contracts** for their members, the unions also have **specific agreements** and partnerships with larger arts organizations (like the Canadian Opera Company) or organizing associations (like the Professional Association of Canadian Theatres).

Unions + Performing Arts | TMA/CFM

- The **Toronto Musicians' Association** (TMA) is a local chapter of the Canadian Federation of Musicians (CFM), which is the national chapter of the American Federation of Musicians (AFM).
 - The AFM sets out the parameters for all recording contracts.
- The union helps **professional music union members** of Toronto to bargain for equitable pay, rights, and benefits so that their performances may be compensated properly and effectively.
- The **types of performing arts organizations** that deal with TMA/CFM are organizations that utilize any union musicians in their performances. The organization may be straightforward like symphony orchestras or less direct, like the National Ballet of Canada or a theatre play with live music additions.
- While TMA/CFM has a **standard collective agreement** contract made for musicians in any performance occasion, some larger organizations have **specific agreements** with TMA.

Unions + Performing Arts | TMA/CFM + Digital Rights

- The agreement between TMA and a production company points out that **other media engagement outside of live performances will be presided by an appropriate AFM agreement.**
 - However, TMA agreement **allows "free recording/streaming" for non-commercial use and for a short period of time.** These recordings are to be used as press kits and promotion of the organization or the current run of the production.
- **Residual payments and royalties of digital content are determined through AFM** rather than the TMA agreement.
 - AFM's contract has **some provisions for allowing streaming of digital media**, but the agreement was originally designed for digital transmission of recorded music.
 - AFM's contract **does not specifically mention live streaming, but it is implied** in the language of the contract.

Unions + Performing Arts | ACTRA

- The Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) is a national union of over 27,000 **professional performers working in English-language recorded media in Canada.**
- Organizations that negotiate with ACTRA are mostly **television, film, radio, and broadcast** companies.
- However, ACTRA also negotiates for performing artists **when their live performances is converted into recorded or broadcast performances.**
- In general, any media productions that will be recorded or broadcasted for commercial purposes, will have to negotiate with ACTRA for the appropriate terms for performers.

Unions + Performing Arts | ACTRA + Digital Rights

- ACTRA classifies any **digital production and distribution as "New Media"**. The equivalent union for live performances is CAEA (see next slide)
 - Because of ACTRA's comprehensive experience with dealing with most form of digital content, CAEA and some live performance companies turn to ACTRA when their productions are converted into other media formats.
- In general, **if a live production is being recorded, live performing arts organizations need to consult ACTRA** on behalf of their performers.
- While live streaming is not well defined in either ACTRA's or CAEA's union agreements, we can infer that rates, rights, and residuals are similar to other forms of "new media" production.

Unions + Performing Arts | CAEA ("Equity")

- The Canadian Actors' Equity Association (CAEA) – “Equity” -- is national union representing over 6000 **live performers in English Canada**.
- Their membership includes **performers, directors, choreographers, fight directors, and stage managers**.
- Organizations that partner with CAEA are **dance, opera, and live theatre** companies.
 - Larger performing arts organizations generally have direct partnership with CAEA, while smaller organizations partner with CAEA through larger associations.
 - CAEA has different contracts which are catered to the types of organizations that their union members are working for.

Unions + Performing Arts | CAEA + Digital Rights

- **CAEA currently does not have an over-arching arrangement for live performances being made into a live streaming event.**
- While CAEA has no mention of “digital production” in their agreements, the assumption that can be made that any non-live performances, in the traditional sense, are considered as a form of recording and is outside the jurisdiction of CAEA.
 - However, CAEA’s current agreement **does allow recording for use as promotional material** for the production, archival purposes, or for the performers' portfolio.
- If an organization wants to record a performance for commercial use, CAEA's contract redirects members and the organization to discuss new terms through ACTRA. However, there are **ongoing discussions between CAEA and ACTRA re. applicability in the case of live streaming**

Unions + Performing Arts | IATSE

- The International Alliance of Theatrical Stage Employees (IATSE) represents **workers, technicians, and craftspeople** who work in the live performance, recorded performance, or broadcast industries.
- The union is an international union (of US and Canadian members), broken down to various districts and local unions.
- Depending on the organization, **multiple IATSE local unions may negotiate with a single organization.**
- For example, Canadian Opera Company negotiates with three IATSE unions:
 - IATSE Local 58: Lighting, Audio-Video, Production Support, and Set Construction
 - IATSE Local 822: Theatrical Wardrobe, Makeup Artists & Hairstylists
 - IATSE Local 828: Prop Builders/Buyers, Scenic Artists, and Painters

Unions + Performing Arts | IATSE + Digital Rights

- Unlike the CAEA agreement, the three main IATSE local unions in Toronto **do not redirect an organization to a different union** if the organization decides to record or digitize their production.
- It is safe to assume that **live streaming will not affect the current agreements** of these unions.
 - However, **live streams will now require video technicians and other digital or broadcasting specialists into the production crew.**
- While we can assume that IATSE Local 58 would represent some of these crew members, organizations should **contact the IATSE District Chapter** to identify other IATSE Local unions that would be involved.

Unions + Performing Arts | Live Streaming

- Throughout our research, it was determined that the conversion from live performance to live streaming performance does not change the process of rights use of the production.
- However, live performing arts organizations **must still renegotiate the derivative rights of non-public domain materials** if they plan on shifting their production to live streaming.
- While **live streaming** is not directly identified in the union agreements examined, they are mostly **implied** or placed under the umbrella of "New Media".
 - Because live streaming is relatively new, CAEA and ACTRA have been dealing with it on a **case-by-case basis**.

Unions + Performing Arts | Live Streaming (Cont.)

- **Currently, collective agreements do not appear to speak directly** to the growing practice of **live streaming**. Union members are encouraged to contact the unions directly if a producing company intends to live stream its performance.
- There also seems to be some uncertainty as to whether performances could be subjected to **Digital Millennium Copyright Act (DMCA) takedowns**. The DMCA is a US copyright law that ensures copyrighted materials are not accessed illegally through digital methods.
- Live streaming may also affect how **residual payment** rates are handled in terms of ad revenue, donations, or any other streams of revenue (like sponsorship).
 - A pertinent issue to be discussed between union and producing company concerns where live streams will be posted: somewhere that free for all users like on YouTube Live, or paid subscription like ONVIVA Studios.

Realities + COVID Context

Realities of COVID Context

Realities | COVID Context

- Arts organizations have had to **rapidly produce content for the online** environment due to the COVID-19 pandemic
 - Many have used pre-recorded video and audio content to bridge the gap
 - New long form content has also been developed and shared online through YouTube or other platforms.
- For many the hurdle to **sort out both the necessary rights holders and the payment triggered** by the need for distributing content online (both recorded and streaming) is an urgent challenge
 - The substantial increase in putting content online shows promise, though online revenue so far does not typically get close to meeting the costs.
- Interviews were conducted with a handful of Digital Reach partners organizations to better understand how they have been adapting during the COVID pandemic, and some realizations that have come during this time about rights and digital content.

Realities | COVID Context

- The COVID pandemic has highlighted some digital content related challenges for arts organizations.
- It appears from the discussions with arts organizations **that there is a lack of language specificity around rights and digital content**, which creates a challenge in a time when online content has assumed a strategic importance.
 - Each production may need to be different (in terms of agreements), with different conversations between unions and performing arts organizations to sort it out
- Another challenge reported was **the need to engage with both Equity and ACTRA** for recorded content that will be made public.
 - Producing content that involves both unions is a challenge, because ACTRA and Equity are structured for different workflows and have different fee structures
 - **ACTRA** was created for film/TV production, so its fee structures are very sector specific, and not easily adaptable for all types of performing arts organizations
 - ACTRA also has set fees by the hours worked (first two hours for a set fee)
 - **Equity** has performer minimums based on the size of the box office potential, which of course is hard to determine in the digital context

Realities | COVID Context

- **TMA** also covers recordings, so is slightly easier to navigate when it comes to recorded content. However, TMA agreements may also need to be permanently updated for the digital era.
 - Musicians are paid an **hourly rate per session** (different if producing or recording), but in the digital context they may be recording at home, or in shorter timeslots
 - TMA also **develops their musician rates by unit** – (although they have now determined that 10,000 digital downloads is the same as 3000 pressed CDs), and will allow use of recorded music up to a certain cap
- Digital content also necessitates **considerations around monetization** – Musicians need to be compensated when **content is to be used to make money**, so the necessary TMA fees should be built in when considering whether to put content behind a paywall or not
- If content is behind a paywall, there is a structure for how to pay people within the context of a film production – it is well known ground so has more clarity around it

Adaptations due to Covid

Adaptations | Adaptations due to COVID

- Some concessions have been made to provide more flexibility (e.g., **TMA** allowing for up to 10 minutes of recorded music within current agreements during pandemic)
 - **Equity** allows clips up to 5 mins long for promotional purposes
 - If organization are **not making any money** off the recordings (e.g., they are not operating behind a paywall), then there appears to be **more flexibility** in the agreements
 - Organizations can use **archival footage**, as well as short clips, which are **permissible** under agreement
 - Equity has more flexibility for **un-staged concerts**
- Current agreements for some organizations do not view recorded content as a “concert”, so there appears to be some flexibility there, as well
 - Equity can produce a production contract, and **call the venue “digital”**
 - Other temporary approaches include working with **Equity** to develop a “**workshop contract**”, and a **CRI addendum with ACTRA**, which is a concession for prevailing COVID conditions
 - Hopefully, a route for these or similar practices can continue beyond the pandemic or be adaptable to the ongoing operating conditions.

Adaptations | Adaptations due to COVID

- In practice it has been noted by arts organizations that unions are developing **addendums to standing agreements** and facilitate going ahead with projects
- Nordicity learned of at least two COVID-specific agreements that have been implemented during the pandemic to address digital rights:
 - **The COVID-19 Agreement for Canada** (with AFM)
 - This agreement is *“intended to enhance flexibility for streaming of content when live performance has been adversely affected by the COVID-19 pandemic”*
 - It recognizes the conditions created by the COVID pandemic (that organization cannot perform in person) and outlines compensation tiers for performers, what can be done with archival streaming, newly created recorded content, and educational content.
 - **Integrated Media Agreement for Canada** (also with AFM)
 - *This agreement is intended to “facilitate the Engager’s ability to produce and exploit covered media; “simplify the terms that apply to certain audio and audio-visual media;” facilitate the release of programs on multiple platforms without difficulty;” increase permitted uses for news and promotion; and” recognize the value of the creative contribution of the covered musicians.*
 - The agreement outlines what media is eligible for use (and what is not), and how captured digital content can be used on television, for promotion, for development, etc.

Adaptations | Adaptations due to COVID

- For **streaming** music, organizations can have a **royalty agreement** issued to the artists – to ensure they are paid if the organization decides to stream the music
- For organizations that do not have collective bargaining agreements, there is more flexibility, but also the variety is a challenge – that the **right needs to be sorted for each production individually**
- Payment is due to artists for every recording session, and then also subsequent copies of that recording. However, the producing company and TMA can decide to **permit streaming the content a certain amount of times**
- TMA has **established how many streams are equal to a CD**, so will allow maximum use of recorded music; beyond that the producing entity would pay more
- If an arts organization **commissions** the work, the rights arrangement is cleaner

Digital Initiatives | Highlights

Digital Initiatives | Overview

- Arts organizations have been adapting and creating digital content, and engaging in innovative ways with their audiences online
- The following slides highlight some initiatives that Digital Reach partners have undertaken recently

Highlights | National Ballet of Canada + Promotional Material

- To promote their annual Nutcracker production, now on Cineplex, the National Ballet created some short videos to promote it.
- Videos include scenes of Cineplex and landmarks in Toronto.
- Videos are under 5 minutes, to adhere with TMA's agreement for non-commercial recording.
- The use of the dancer in the video does not overlook the CAEA's agreement because of its promotional intent.



Highlights | Toronto Symphony Orchestra + Education

- Since the TSO has archives and records of performances, they found inventive ways to share them while still adhering to performers' rights.
- Sound recordings can be used as educational tools for students learning an instrument.
- Their e-learning tool is used to see how performances are arranged.
- Captured performances can be repurposed to find new ways to engage people without breaking the union rights.

2019/20 Season



[Primary—Symphonic Fairy Tales Study Guide](#)



[Primary—Symphonic Fairy Tales Podcast \(MP3\)](#)



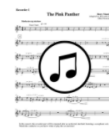
[Primary—Symphonic Fairy Tales Sing-Along Sheet Music](#)



[Junior/Intermediate—Composer Is Dead Recorder Melody and Accompaniment \(MP3\)](#)



[Junior/Intermediate—Composer Is Dead Recorder Melody and Accompaniment \(MP3\)](#)

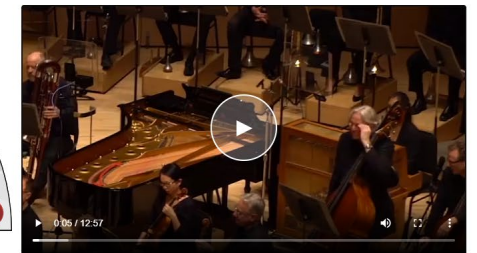
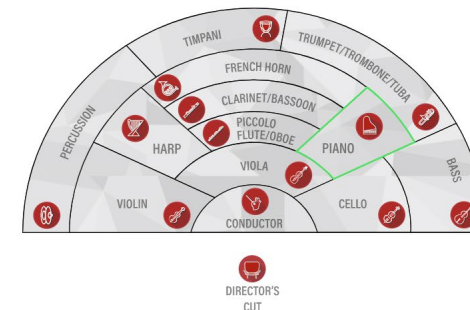


[Junior/Intermediate—Composer Is Dead Recorder 1 and 2 \(M4A\)](#)



LISTENING ROOM: IRIS

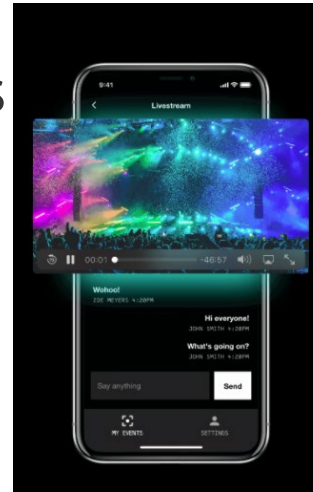
You call the shots! Select your camera angle using the orchestra map below.



Now Playing: *Iris* | Piano / Celeste

Highlights | Looped: A New Form of Live Performance?

- Launched in 2019, it was originally designed to "chat" with celebrities.
- It converted to include live performances of celebrities when COVID-19 struck.
- Makes digital venue more "live" and personal.
- Livestream events **cannot be recorded, and no recordings will be made available post-event.**
- Performing arts organizations and unions can utilize this business model to develop new ways to view live performances.



CHRISTMAS SPECIAL TICKETS ON SALE NOW!
Already have your ticket? [HERE](#) for instructions on how to access this event on Looped!

LIVE PRESENTATION	ENCORE PRESENTATION	LIVE VIDEO CALL
<i>Livestream</i> <i>Saturday</i> December 12, 2020 8:00pm London / 3:00pm NY / 12:00pm LA	<i>Livestream</i> <i>Sunday</i> December 13, 2020 1:00pm Tokyo / 3:00pm Sydney	<i>Meet & Greet</i> <i>Friday</i> December 18, 2020 10:30pm London / 5:30pm NY / 2:30pm LA
BUY NOW	BUY NOW	BUY NOW
<small>Access to watch the exclusive livestream of the live presentation of the Engelbert Humperdinck Christmas Special. This event is accessible worldwide and will begin on the date / time listed above. Click HERE for instructions on how to Gift a Ticket</small>	<small>Access to watch the exclusive livestream of the encore presentation of the Engelbert Humperdinck Christmas Special. This event is accessible worldwide and will begin on the date / time listed above. Click HERE for instructions on how to Gift a Ticket</small>	<small>Limited Virtual Meet & Greet Tickets Available! Your 1-on-1 live video call with Engelbert Humperdinck includes: - A digital photo taken during call - A limited edition, magnetic frame for your photo - A recording of the video call for you to keep and share Click HERE for instructions on how to Gift a Ticket</small>

Envisioning the Post-COVID Future

Performing Arts | Envisioning the Future

- There are sector specific **working groups** meeting with unions now trying to recommend lasting changes
- It is worth noting a few areas where lasting change would seemingly be highly beneficial to rights holders and performing arts companies:
 - Clarity **in language around live streaming** content, as well as use of recorded materials
 - **More tailored fee structures** for different sectors and different types of (digital) content allowed would allow the industry to increase capacity
 - For example, equity performer minimums are based on the size of the box office potential, which would need to be translated into an online world equivalent
 - Need to be able to commercialize content more, and the ability to use **longer clips of content** (e.g., keep the 10-minute permission given for COVID)
 - **Funding for arts digital content streaming on a third-party platform** is a need – separate from rights, there will still be the hurdle of fees for commercial content – the bulk of the costs lies in the production/filming/editing - and not in the artist fees for online distribution.

Performing Arts | Envisioning the Future

- **Resources and capacity remain a challenge**, as organizations generally do not have the capacity to continue to create high-quality content of long lengths – so, an objective could be to develop core competency in efficient online content
- While rights are certainly a necessary consideration, and a notable cost, there is **seemingly enough flexibility** and ways to be innovative within current parameters
 - Using short clips of ~10 minutes, as well as archival footage can increase audience engagement with content online
 - If content is used for educational or non-commercial purposes, ACTRA need not become involved
 - Backstage tours, interviews, and short previews also are ways to produce content without involving multiple unions
- Agreements could include **clear provisions** for live concerts, as well as what streamed live or recorded content
- The largest hurdle to producing more longform content lies in the overall costs of production and lack of adequate revenue streams – **more commercial creativity and public funding** should be part of the solution

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Thank you!

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