
Digital Reach Digital Rights Management

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Digital Rights – Partnership Approach

Performing Arts organizations are challenged to deliver captured digital content through new channels. This is a result of:

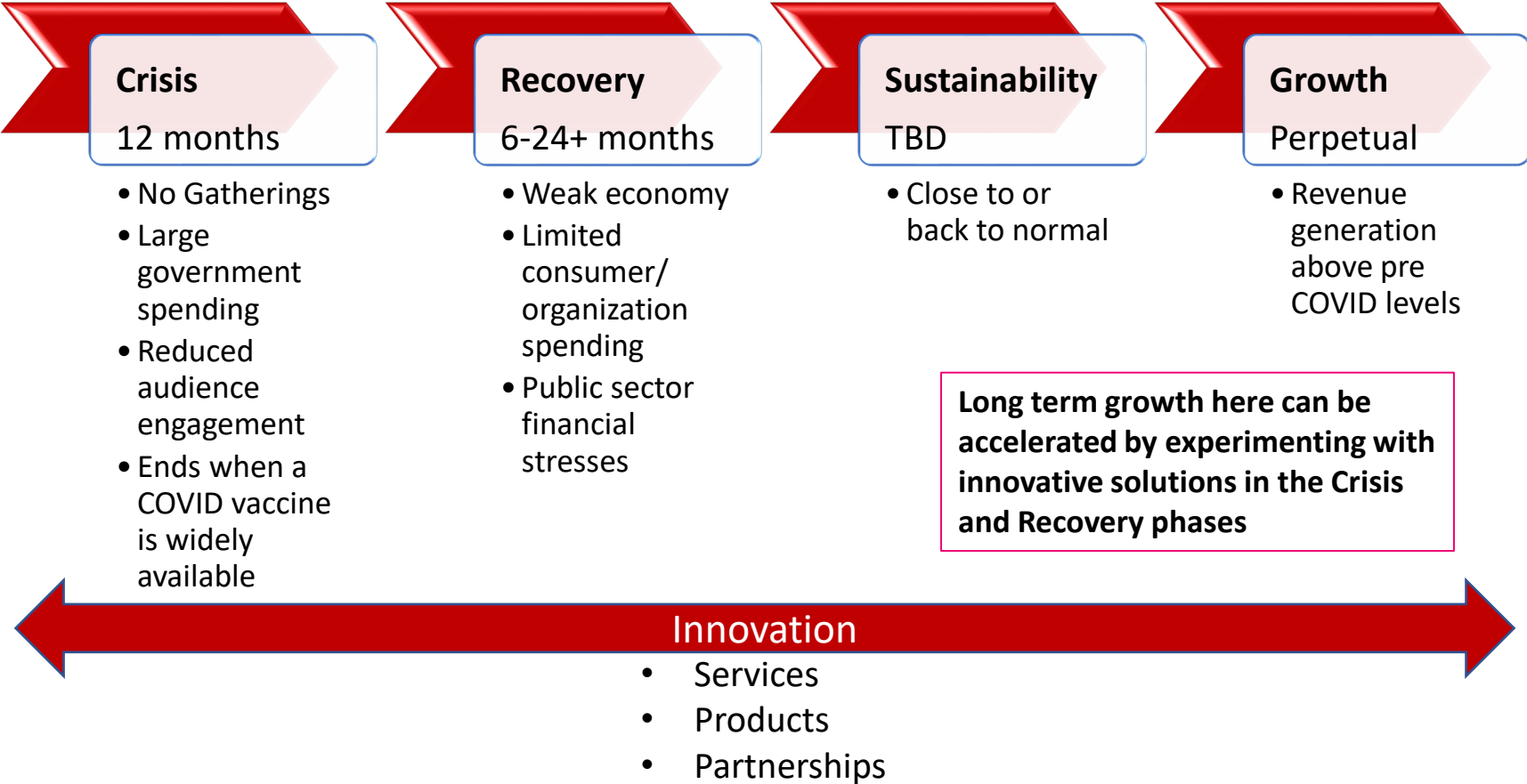
- Limited allowances within existing labour agreements
- Assumption that revenue models are based on legacy agreements (i.e. CBC agreement)
- Technology capability
- Business viability of triggering digital enabling clauses

COVID introduces a new level of complexity and urgency in addressing these long-standing digital rights issues.

A robust approach to these items will balance both the short-term tactics to respond to COVID with long term strategic goals of each organization.

Digital Rights – COVID & the Coming Months

As the COVID Crisis continues to evolve, the world is approaching the end of the Crisis phase (assuming successful delivery of vaccines in Spring/Summer 2021)



Although the crisis is ending, several months/years of recovery is ahead of us. Organizations must prepare for alternate methods of content delivery.

Digital Rights – Partnership Innovation

A coordinated approach to partnership innovation can delivery the largest benefits to the sector:

Short Term/COVID response (up to 2 years+ in length)

- Explore existing agreements to determine challenges (inside and outside of local jurisdictions)
- Identify long term objectives
- Respond with tactical labour solutions that maintain existing agreements but enable experimentation (e.g. side agreements, maximizing results from existing agreements, etc.)
- Engage existing labour partnership to share vision

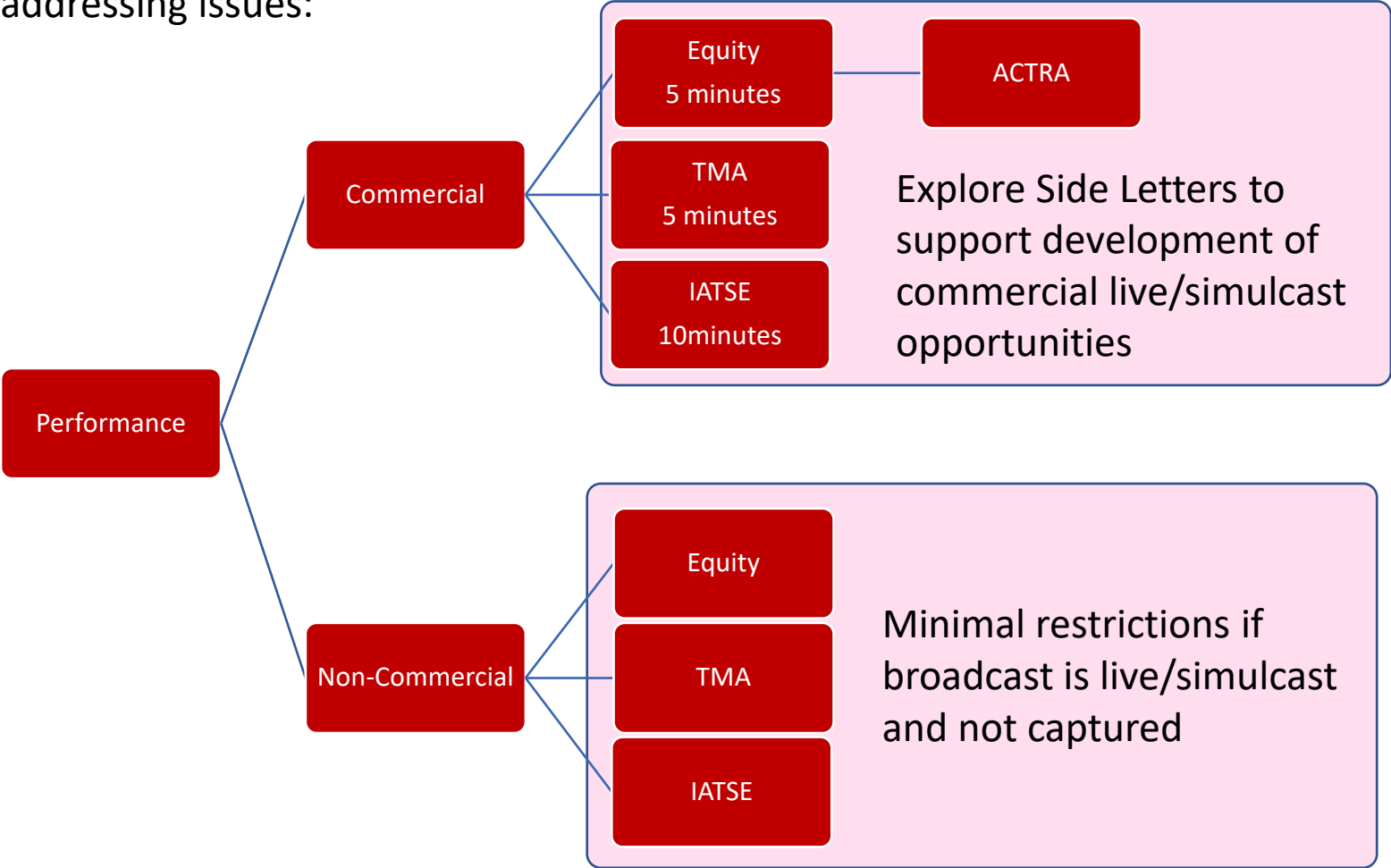
Prepare for Long Term (2 years plus)

- Prepare for next round of labour negotiations
- Develop sustainable business model
- Enhance technology capabilities (content capture, streaming, archiving)

How can NBOC approach the challenges and opportunities to unlock value in streaming content?

Labour Agreement and Broadcasting Flow Chart

Although labour agreements are extensive and provide challenges for content streaming, common themes across the agreements allow for a holistic approach to addressing issues:



Details of each agreement's streaming clauses is available in the appendix of this document

Digital Rights – Next Steps

1. Develop a 12-to-24-month strategy for recovery that allows for content development and distribution as recovery stage evolves
 - Identify Relevant content for digital channels
 - Marketing/sales plan development
 - Socialize strategy with stakeholders (eg. labour groups, funders, etc.)
1. Create side letter agreements with interested labour units to increase content delivery flexibility
 - Identify short term solutions to address recovery stage
 - Leverage closure of facilities and inability to assemble in solutions
2. Capture learnings from new content channels and side letters to prepare for next generation of labour agreements
 - Prepare to include successful changes in new labour agreements

Appendix: Labour Agreements: Commercial Implications

Certain agreements affect how commercial sharing of content via the internet can happen

Equity

...a maximum of five (5) minutes of performance and/or rehearsal of each production may be recorded by a broadcaster and presented on a news, current affairs arts, lifestyle or similar programming (including website use) during the current Season or the immediately following Season, provided that the Engager notifies the Artists in advance, in writing.

TMA - Recording by Third Party for Publicity Purposes (Article 41, a, i)

No Service shall be recorded, broadcast, reproduced or transmitted from the place of performance in any manner or by any means whatsoever in the absence of a specific written agreement with the A.F. of M specifically executed for that purpose, except for the use of regular Television or Radio news and public affairs broadcasts, when not more than five (5) minutes of a performance or rehearsal is used, in which case this shall be permitted without additional compensation.

IATSE

Article 18.1 (b)

The union further agrees that a videographer from the Public Relations Department of the Ballet shall be allowed to record for publicity and promotional purposes only without restriction or additional costs provided that the footage is captured on a self-contained handheld unit. Any work over and above a self-contained handheld unit shall be performed by members of the Union.

Article 18.2

The provisions of Article 17.1 hereof shall not apply when the visual images are recorded solely for new purposes or for the direct promotion of the Ballet. The final product as presented for the viewing by the public shall be no longer than ten (10) minutes in length with a maximum of five (5) minutes obtained from a performance.

Appendix: Labour Agreements: Non-Commercial Implications

Non-commercial streaming is easier but not without hurdles:

Equity

General

Can make and use recordings without any additional compensation to the Artist (38:00)

- Recordings must occur during regular rehearsal or performance hours otherwise additional compensation is required

May record rehearsal or performance for publicity purposes if we give 24 hours' notice

- Website: Can post the content for 7 full seasons after the close of the production
- The footage must not be downloadable
- Does not receive revenue from the posted footage
- Certain roles with less than 6 artists requires artist approval

TMA

The TMA agreements applies only to non-revenue generating uses of any kind (Appendix C Article 1)

No Service shall be recorded, broadcast, reproduced or transmitted from the place of performance in any manner or by any means whatsoever in the absence of a specific written agreement with the A.F. of M specifically executed for that purpose (Article 41)

- A simulcast or webcast from performing venue requires a signed agreement
- Can record for Radio, Televisions or Public affairs if not more than 5 minutes of performance or rehearsal is used
- 5 minutes or less does not require additional compensation

Website use:

- Maximum of 7 full seasons after close of original production
- Maximum of 5 minutes and (and cannot exceed 50% of total length of work) with no additional compensation
- Rehearsal or performance may be posted

Appendix: Labour Agreements: Non-Commercial Implications

3 specific clauses affect the ability to stream content for commercial purposes on the internet:

IATSE

- May record a final dress rehearsal or public performance of each production for publicity purposes with no less than 24 hours notice to IATSE
- No more than 10 minutes of rehearsal and/or performance material per production
- May change the posted material at our discretion
- Are responsible for proper use or misuse

Internet Use – IATSE

- Up to 10 minutes of rehearsal and or performance material
- Posted to Non-commercial, non-curated, generic content, open access video sharing sites or our zone of social media sites
- Can stream live up to 8 minutes or rehearsal or performance on the condition it is not the entire work presented
- Must provide 48 hours notice
- Material cannot be downloaded
- No revenue is generated
- Employees involved must be credited

The above does not require additional compensation to IATSE staff

Appendix: Digital Rights – Broadcast Opportunities

