

**TAPESTRY OPERA**  
**Canadian Opera Resource (COR)**  
**Content Contributor Agreement**

**This Content Contributor Agreement** ("Agreement") made this

("Effective Date") **BY AND BETWEEN:**

**Tapestry Opera.** With offices at 9 Trinity St., Studio 316, Toronto, ON, M5A 3C4,("Tapestry")

- and -

[ **Name** - ROLE. Mailing address. GST/HST number ]

\_\_\_\_\_  
[ **Name** - ROLE. Mailing address. GST/HST number ]

\_\_\_\_\_

[ Add a line per contributor. please use the format **Name** - Role (ex. composer). Mailing address GST/HST# ]

(the "Contributor(s)")

Whereas:

Tapestry owns and operates a digital catalogue and marketplace for the collection, distribution, licensing, promotion and marketing of Canadian music theatre works known as **Canadian Opera Resource ("COR")**, and

Contributor(s) is/are the sole and exclusive owner(s) throughout the world of all rights in and to the music theatre work known as " \_\_\_\_\_ " (the "Work"); or

Contributor(s) have the right to grant to Tapestry in respect of COR the rights set out below: and

Contributor(s) wish(es) to deposit the Work to COR to be made available for the purposes set out below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Representations and Indemnification

The Contributor(s) represent(s), warrant(s), covenant(s) and agree(s):

- 1.1 That the Contributor(s) is/are free to and have the full right to enter into this Agreement and have the exclusive right to grant the rights granted hereunder, and have not entered into any other Agreement granting to any other party rights in conflict with those dealt with herein;
- 1.2 That, unless otherwise specified, the Work and all relevant rights pertaining to the Work (now or hereafter known) are either:
  - a. wholly original to and wholly owned and controlled by the Contributor(s), or
  - b. wholly original to and wholly owned and controlled by the Contributor(s) and one or more third parties from whom the Contributor(s) has/have obtained in writing all necessary rights and authorizations to enter into and fully perform this Agreement, and to grant the rights granted herein; provided that the Contributor(s) will be solely responsible for paying any share of any royalties received from Tapestry in respect of COR pursuant to this Agreement or otherwise due to said third parties. The Contributor(s) hereby further represent(s) and warrant(s) to Tapestry and covenants and agrees that the full exercise by Tapestry/COR of its rights hereunder will not violate any law or infringe upon or violate any third party rights, including without limitation, any intellectual property rights.
- 1.3 That the Contributor(s) will fully indemnify and save harmless Tapestry and Tapestry's directors, agents, officers and employees from and against all losses, costs, claims and damages whatsoever arising from any breach or alleged breach by the Contributor(s) of any of the Contributor(s)'s representations, warranties or agreements pursuant to this Agreement.
- 1.4 That in the event that any claim or action for infringement of copyright is brought against Tapestry/COR in connection with the rights granted hereunder, the Contributor(s) undertake to fully indemnify Tapestry/COR and their respective directors, agents, officers and employees from and hold them harmless against such claim or action.
- 1.5 Tapestry/COR shall notify the Contributor(s) in writing of the receipt by Tapestry/COR of notice of the commencement of any claim or action together with the particulars thereof and no claim or action shall be compromised or settled without the Contributor(s) concurrence, which shall not be unreasonably withheld.

## 2. Deposit of Work

- 2.1 Contributor(s) hereby deposit the Work pursuant to the terms of this Agreement. For greater clarity, where applicable the Work will be deemed to include the piano-vocal score, excerpt-able solos (arias) and ensemble sections in piano-vocal score, full orchestral score, complete libretto and any complete audio or video media of the Work.
- 2.2 The Contributor(s) is/are responsible to supply to Tapestry/COR the required cataloguing information and any required digital, physical, audio or visual support material, or any other items necessary to achieve the purposes for which the Work is deposited to COR. Including without limitation composer's notes, synopsis, librettist's notes, and one full piano-vocal score and libretto suitable for direct reproduction. The Contributor(s) will be responsible for extracting the instrumental parts and providing them to COR in PDF form, where necessary for completing the deposit of the Work to COR.

## 3. Grant of License

- 3.1 The Contributor(s) hereby grant(s) to Tapestry in respect of COR a non-exclusive license to:
  - a. include the Work in COR libraries and collections;
  - b. exhibit the Work;
  - c. sell to third parties reproductions of the Work, excerpts from and parts thereof, for a fee to be determined by Tapestry/COR from time to time (the initial fee is estimated at \$10 per single copy of an excerpt from the Work or short piece; \$75 for full long work)
  - d. sub-license third parties to use, the Work for the purposes of study or personal use;
  - e. sublicense affiliates and collaborators of COR to exercise these rights in respect of the Work (for instance through links to other websites);

- f. reproduce (by any means now or hereafter known) the Work for the foregoing purposes; and
- g. collect from third parties and distribute revenues received by COR in respect of the licensed activities set out above.

3.2 The Contributor(s) hereby authorize(s) Tapestry in respect of COR to use the name, likeness and biography of the Contributor(s), and any third parties pursuant to Paragraph 1.2 (b), in association with Tapestry/COR's exercise of rights under this Agreement.

3.3 All rights in the Work not expressly licensed to Tapestry in respect of COR hereunder will remain, insofar as Tapestry in respect of COR is concerned, exclusively vested in the Contributor(s). For greater clarity, COR will not be authorized hereunder to license or sublicense performances, productions or recordings of the Work, excerpts from or parts thereof, or the collection of royalties or other payments in respect thereof. Persons wishing to obtain performance, production or recording rights, or any other rights not specifically granted to COR in this Agreement, must obtain them from the Contributor(s) or their duly authorized representatives,

- 4. Tapestry in respect of COR intends in good faith to make the Work available to the public during the term of this Agreement, but in no event will Tapestry or COR be liable to the Contributor(s) or otherwise for any failure to make such works so available or to derive any revenue from the sublicensing or other use of such works pursuant to this Agreement.
- 5. Tapestry/COR will provide the Contributor(s) with copies of scores at the expense of the Contributor(s). Score corrections and revisions are the responsibility of the Contributor(s).
- 6. Revenue Payments: Tapestry in respect of COR shall pay to the Contributor(s), or as the Contributor(s) may direct Tapestry in respect of COR in writing, revenue in respect of the Work as set out on Schedule A.
- 7. Relationship of Parties: The parties are each independent contractors. This Agreement shall in no way constitute or be deemed to constitute a joint venture, partnership or employment relationship between the parties hereto. Neither party shall incur any debts or make any commitments on behalf of the other.
- 8. Notices

All notices pursuant to this Agreement shall be delivered personally, sent by registered mail, or electronically to the email or fax numbers supplied below.

**If to the Contributor(s):**

Name:

Mailing Address:

Phone Number:

Email:

**If to Tapestry/COR:**

Jaime Martino, Executive Director

9 Trinity, Studio 316

Toronto, ON M5A 3C4 Telephone:

416-537-6066

Email: [jmartino@tapestryopera.com](mailto:jmartino@tapestryopera.com)

Such notice shall be deemed to have been received on the date of confirmed delivery if delivered personally or electronically, and three (3) days after posting by registered mail.

Either party shall by like notice specify any change of address.

- 9. Termination: This Agreement may be terminated at any time by either party by giving to the other party sixty (60) days written notice, provided that the parties acknowledge and agree that all sublicenses granted to

third parties by COR in respect of the Work as at the effective date of termination shall not be terminated, but shall remain in force and be honoured by the Contributor(s).

10. Force Majeure

If the performance of the obligations of either party is delayed, interrupted or prevented by reason of a cause beyond his or her control, such party shall not be liable to the other therefore. Whenever possible liability for the performance of any obligation herein shall not be terminated by such occurrence but merely suspended for a period of time based on the duration of the event that caused the delay, interruption, or prevention and the effects thereof, following which time the provisions of this Agreement shall continue.

11. This Agreement, together with all Schedules hereto, and the COR Website Terms and Conditions of Service, which is incorporated by reference and hereby included in this Agreement, contain the entire understanding of the parties relating to the subject matter, and this Agreement cannot be changed except by written instrument executed by all parties. This Agreement will ensure to the benefit of and be binding upon the heirs, executors, administrators, representatives, successors, assignees and licensees of the parties hereto.

12. Survival: Notwithstanding the termination or expiry of this Agreement all rights and obligations of the parties, which by their nature should survive the termination or expiry of this Agreement, are hereby confirmed to so survive.

13. Severability: If any provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, it shall be deemed to be separate and severable from the remaining provisions of this Agreement, which shall remain in full force and effect and be binding as though the invalid or unenforceable provision had not been included.

14. This Agreement may be executed in identical counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The delivery by facsimile or confirmed email transmission of an executed counterpart will be deemed to be valid execution and delivery of this Agreement.

15. The parties agree to comply with all applicable laws pertaining to the activities contemplated by this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of laws provisions. The courts in the city of Toronto shall be the exclusive venue of any legal action arising out of this agreement.

IN WITNESS WHEREOF, the parties have executed the present Agreement, effective the date first set forth above.

\_\_\_\_\_

Contributor(s)

\_\_\_\_\_

Date

\_\_\_\_\_

Contributor(s) (add additional signature lines as required)

\_\_\_\_\_

Date

SCHEDULE A  
REVENUE PAYMENTS

COR shall pay to the Contributor(s):

75 % (to be split 1/3 to the librettist, 2/3 to the composer) of Net Revenue received by COR in respect of the Work from any exercise of the rights granted pursuant to Article 3.1.

All payments will be made in lawful Canadian currency, in accordance with the payment schedule established by Tapestry in respect of COR for the timing of such payments. Payments will be made by cheque or electronic funds transfer to the party and bank account provided to Tapestry by the Contributor(s).

“Net Revenue” for the purposes of this Agreement shall mean the total of all monetary amounts received by COR in respect of the Work, excluding the following amounts actually paid by Tapestry/COR in relation to any such transaction: (i) trade, cash, collections fees, and quantity discounts actually allowed and paid to third parties; (ii) excise taxes, sales taxes, or other taxes imposed upon and paid; and (iii) amounts repaid or credited by reason of rejections, defects, recalls, or returns;