PRYOR CASHMAN LLP
New York | Los Angeles | Miami
7 Times Square, New York, NY 10036-6569 Tel: 212-421-4100 Fax: 212-326-0806
www.pryorcashman.com

Benjamin K. Semel

Direct Tel: 212-326-0131
bsemel@pryorcashman.com

April 3, 2020

Via email

Regan Smith
General Counsel and Associate Register of Copyrights
Anna Chauvet
Associate General Counsel
Jason Sloan
Assistant General Counsel
United States Copyright Office
Library of Congress
101 Independence Ave. SE
Washington, DC 20559-6000

Re: Docket No. 2019-0005
Summary of ex parte call regarding Music Modernization Act Implementing Regulations for the Blanket License for Digital Uses and Mechanical Licensing Collective

Dear Ms. Smith, Ms. Chauvet and Mr. Sloan,

This letter summarizes the March 31, 2020 call ("March 31 Call") between the Mechanical Licensing Collective (the "MLC") and representatives of the Copyright Office, and provides further information about questions raised. The MLC thanks the Copyright Office for its time and attention in meeting with the MLC concerning the above-referenced rulemaking proceeding.

The persons participating in the March 31 Call for the MLC were Alisa Coleman (Chair of the Board of Directors), Richard Thompson (CIO) and counsel Benjamin Semel, Frank Scibilia and Mona Simonian.

On behalf of the Copyright Office, Regan Smith, Anna Chauvet, Jason Sloan, Terrence Hart and Cassandra Sciortino participated in the call.

Annual statements of account from the MLC to copyright owners

There was a discussion concerning whether the MLC intends to provide annual statements of account to copyright owners, as well as the content of such statements. The MLC indicated that it expects to implement adjustments from the digital music providers ("DMPs") and to issue final statements to copyright owners reflecting any such royalty adjustments.[1] However, given that the content and timing of any statements the MLC issues will greatly depend on the content and timing of DMP reporting, the MLC believes that promulgating regulations governing the specific content and timing of such statements from the MLC to copyright owners is not necessary and may be difficult to implement efficiently, as the specifics of these statements will depend upon other variables. At a minimum, the MLC thinks that discussion of the specifics of these statements would at this time be premature, and should await the finalization of regulations governing reporting from DMPs.

Minimum thresholds for royalty payments

There was also a follow up discussion concerning minimum thresholds for delivering payments to copyright owners, and the estimated costs of same. It was noted that virtually all organizations employ some form of minimum threshold. A list of numerous minimum thresholds employed by industry organizations, both domestically and internationally, is attached hereto as **Attachment 1**. As is apparent, practices with respect to minimum thresholds vary greatly (and often vary depending on whether distribution is electronic or via paper check). Notably, organizations that have lower minimum thresholds tend to also have fewer distributions per year (which is another way to limit costs associated with payment processing). For example, ASCAP and BMI employ lower threshold amounts and distribute payments on a quarterly basis, while PRS employs higher thresholds and distributes payments monthly. The MLC maintains its belief that the regulations should preserve the MLC's flexibility to adopt reasonable minimum thresholds in its discretion, to allow it to adapt to the needs of copyright owners while maintaining reasonable operational efficiency.

With respect to budgeting for payment processing, the MLC budget for both electronic and paper payments is consistent with having reasonable minimum thresholds within the range shown on Attachment 1. Since the volume of distinct payees, and the distribution curve of royalties, remains unknown, particularly given the increasingly long tail of potential payees, the MLC does not know precisely what minimum thresholds would lead to total fees that equal the budget.

[1] Effective and efficient final statements of account might not follow a regular annual pattern, depending on the inputs that the MLC receives.

Reporting of Non-Play DPDs

There was also a discussion of the issues raised in the DLC's letter dated February 24, 2020 (the "Feb. 24 DLC Letter"). These issues include the DLC's position that DMPs should not have to report interactive streams or plays of limited downloads that do not constitute "Plays" under the relevant rate regulations, including, for example, "streams that the DMP has determined were not initiated or requested by a human user, and zero-rate promotional plays," which the DLC defines as "Non-Play DPDs." (Feb. 24 DLC Letter at 1.) The MLC notes that the DLC has not presented any evidence that DMPs do not and cannot keep this information, or that it would be burdensome to provide to the MLC.

The DLC argued that DMPs should not have to report these streams or plays because they currently "do not count as 'Plays' under the relevant rate regulations'" and thus DMPs currently do not have to pay royalties for such streams or plays. (*Id.*) This argument ignores that the MLC's statutory responsibilities require oversight and enforcement of the rate regulations, which requires receiving basic information, including full play counts before any unilateral deductions. The MLC has the responsibility to enforce rights and obligations under, and to ensure compliance with, the terms and conditions of the blanket license, *see, e.g.*, 17 U.S.C. §§ 115(d)(3)(C)(VIII); 115(d)(4)(D), (E). The MLC is, thus, required to verify that DMPs are appropriately accounting, and not excluding from their play counts, streams or plays that should be included (including, for example, based on their unilateral "determin[ations that the streams or plays] were not initiated or requested by a human user").[2]

The MLC is concerned that the DLC's arguments ignore the MLC's statutory enforcement obligations. The DLC quoted and cited extensively to the Copyright Office's 2014 rulemaking establishing the current version of Part 210. (*Id.* at 2-3, discussing and quoting from 79 Fed. Reg. 56190, 56200-201 (Sept. 18, 2014). However, the quotations offered by the DLC related solely to promotional uses, and had nothing to do with streams and plays of under 30 seconds or purportedly "fraudulent" plays excluded by DMPs from royalty calculations. In fact, the Office said nothing about "Non-Play DPDs," and would not have because, at the time, there was no definition of

[2] This argument is also notably inconsistent with the DLC's repeated argument in its submissions that the content of the usage reports should not depend on the current rate regulations as those regulations "undoubtedly will change over time." (*See, e.g.*, DLC's December 20, 2019 Reply Comments at 17.) On its own reasoning, simply because the current regulations (as amended pursuant to the most recent *Phonorecords III* determination) permit DMPs to exclude from payment streams and plays of less than 30 seconds, promotional streams, and (as characterized by the DLC) "streams that the DMP has determined were not initiated or requested by a human user," this does not mean that such exclusion will continue past the upcoming rate determination proceeding, which is set to begin in less than a year.

"Play" in the regulations, and the regulations did not permit DMPs to exclude plays or streams of less than 30 seconds (or allegedly "fraudulent" plays or streams) to be excluded from the calculations.[3] Moreover, in considering whether statements of account should include reporting on promotional DPDs, the Office recognized the enforcement issue even before the MLC was statutorily created and given enforcement obligations. The Office considered "the overall purposes of the statute, including the goals of preventing 'economic harm from companies that might refuse or fail to pay their just obligations' . . . ." 79 Fed. Reg. at 56200. The Office further acknowledged that information about promotional uses "could help ensure that licensees are complying with the conditions imposed by the CRB for use of the promotional rate." *Id.*

The Office nevertheless decided not to require the information about promotional uses because the DMPs and copyright owners "described in detail the administrative burden associated with reporting promotional uses in the statements of account," including the fact that many promotional uses at issue *then*, such as preview clips from permanent download stores, were conducted by third parties and so DMPs did not have the information to provide. *Id.* But that is not the case *now*, and the DLC has not shown any burden associated with reporting streams and plays of under 30 seconds or identifying what they may unilaterally deem "fraudulent" streams and plays. Of course, these plays are all conducted by the DMPs so they have the information and can provide it to the MLC.[4]

The DLC's arguments also falsely equate the MLC with the ultimate copyright owners to whom the MLC will be reporting. Thus, the DLC argued that "reporting of these 'Non-Play DPDs' will cause significant confusion for copyright owners" (Feb. 24 DLC Letter at 1), and would "significantly increase the size of the statements finally delivered to copyright owners" (*id.* at 2.) But what is at issue here are DMPs' usage reports *to the MLC*, not the MLC's subsequent statements to copyright owners. The MLC certainly will not be confused by data concerning Non-Play DPDs because such information will likely not be reported to copyright owners unless

[3] The actual quote is: "the Office concludes that the statute does not unambiguously require statements of account to include detailed information (like play counts) about licensees' use of DPDs *for promotional purposes*.' 79 Fed. Reg. at 56200 (emphasis added).

[4] Moreover, even for promotional plays and streams (which are a subset of "Non-Play DPDs," as defined by the DLC), at issue here are promotional offerings of plays and streams made by DMPs pursuant to 37 CFR § 385.31, not preview clips of recordings sold for permanent download, which clips were provided by third parties. Because DMPs themselves make these promotional offerings, they have all of the required information, and are required in any event to retain it pursuant to 37 CFR § 385.4, and to make it available at the request of a copyright owner pursuant to 37 CFR § 210.16(8). There is no principled reason why DMPs cannot also provide this information to the MLC.

necessary. And the MLC needs such data to verify accounting and payment by the DMPs in accordance with the blanket license issued by the MLC. This includes basic information to help identify whether plays were appropriately excluded, regardless of whether the MLC further reports each item of information to copyright owners in monthly statements. In this regard, the MLC's role is more analogous to the vendors employed by DMPs (but with an enforcement role) – not the copyright owners to whom those vendors report – and the DLC has never shown that the information requested has been unavailable to or would confuse those vendors.

Finally, the DLC's comments are at odds with one of the core goals of the MMA—greater transparency in data to ensure more accurate accounting and payment of royalties to copyright owners. The MMA provides a compulsory blanket license for the benefit of the DMPs. In return, it clearly embraces the spirit of transparency in data to ensure that copyright owners are properly paid for the works being licensed without their consent. The MLC was given the mandate to carry out that oversight role, which requires sufficient data reporting from DMPs.

Link to audio file versus Service Track ID

Another issue raised in the discussion of the DLC's Feb. 24 Letter was the DLC's position on requiring links to audio files versus the use of service track ID numbers. The ability to access and listen to audio files of the sound recordings themselves may be the most valuable tool for both the MLC and copyright owners to identify the most intractable unmatched sound recordings and match them to their corresponding musical works. Indeed, the DLC implicitly acknowledged this point, as it did not argue that access to the files is not useful or necessary for this purpose. Instead, the DLC argued that requiring DMPs to provide a link to these file is "unnecessary" because the handful of DMPs represented by the DLC already report a "service track ID" that can be used to listen to the file through those DMPs' "consumer-facing application[s]," *i.e.*, their paid subscription services. (Feb. Ltr. at 3.) This argument is deficient for three reasons.

First, the DLC cannot and did not state that all DMPs provide such a service track ID. Second, it would be unfair, and economically infeasible for many songwriters, to require the purchase of monthly subscriptions to each DMP service in order to fully utilize the statutorily-mandated claiming portal. Third, the DLC did not explain why requiring the provision of links is any more or less burdensome than providing these "service track IDs," or why the provision of such links should not be mandated by the regulations rather than left to the discretion of individual services. To omit such a critical tool for addressing the toughest of the unmatched, despite no showing of burden from the DMPs, would unnecessarily grow unmatched pools against the spirit and letter of the MMA.

Server fixation date

There was also a discussion concerning the MLC's position on requiring DMPs to provide the MLC with the server fixation date for sound recordings. As discussed, and as explained in the MLC's Reply Comments (at page 19), the server fixation date is key information that will help to determine the appropriate payee in light of the derivative work exception. At its most basic level, the server fixation date would serve as a proxy for the previous "compulsory license" date, which is necessary because the DMPs do not provide the MLC with a list of every single sound recording being made available as of the Notice of License.

The DLC, in both the Feb. 24 DLC Letter and its letter to the Copyright Office dated March 4, 2020 (the "March 4 Letter"), claimed that it is "unclear" to the DLC how the server fixation date will serve the purpose ascribed to it by the MLC, namely, to identify the appropriate payee where a musical work has been the subject of statutory termination. (DLC Letter at 4.) The DLC argued that the derivative works exception "turns on the date that the derivative work was *prepared*." (DLC Letter at 4, emphasis in original). But that is only half of the analysis. The termination provisions, which the DLC quotes (*id.* at n. 12), provide that a derivative work prepared under the authority of the grant before its termination may continue to be utilized *under the terms of the grant* after its termination . . . .". 17 U.S.C. §§ 203(b)(1), 304(c)(6)(A)(emphasis added). Thus, the date the work was prepared is only one of two or more relevant dates – the other relevant dates being the dates of the relevant *grants*, which include the license to the DMP, as the "grant" described in the statutory termination provisions has been held to mean the "panoply of contractual obligations that governed pre-termination uses of derivative works by derivative works owners or their licensees." *See, e.g., Woods v. Bourne Co.*, 60 F.3d 978, 987 (2d Cir. 1995), citing and discussing *Mills Music, Inc. v. Snyder*, 469 U.S. 153 (1985)(defining the grant as "the entire set of documents that created and defined each licensee's right to prepare and distribute derivative works"). If a work was licensed after the date of termination, then the derivative works exception does not apply, and the new copyright owner is entitled to be paid for exploitations made pursuant to the post-termination license. As the MLC has explained, under the prior NOI regime, the license date for each particular musical work was considered to be the date of the NOI for that work. Under the new blanket license, there is no license date for each individual work. Thus, the MLC believes that the relevant date to use for the purpose of determining the license date is the date on which the work was first fixed by the licensee onto its server.[5]

[5] As a purely hypothetical example, suppose that in 2021, Publisher A licenses the musical composition "Just Like Heaven" to a record label pursuant to a statutory mechanical license to reproduce the work in a cover sound recording performed by the band Weezer. At that time, DMP X obtains the right to mechanically reproduce "Just Like Heaven" in and as DPDs pursuant to the new statutory mechanical

Importantly, the DLC has never shown that DMPs do not know the dates on which they first copy or "fix" each sound recording on their servers. Indeed, this would not even be a reasonable claim, because all file storage systems log such dates. Nor has the DLC shown any burden for DMPs to provide such dates. Rather, the MLC demonstrated to the Office that the server fixation date is already provided by DMPs to at least one major vendor. Accordingly, there is no justification for depriving the MLC of this crucial information, especially in the absence of any hardship or burden to the DMPs.

Confidentiality

There was also a discussion concerning the DLC's position on confidentiality in the Feb. 24 DLC Letter. The MLC is committed to protecting confidential information while at the same time preserving the requisite transparency. The MLC continues to believe that its proposed regulatory language (at Appendix H of its Comments) is reasonable and appropriate.

The MLC notes that the DLC's proposed regulations would restrict the MLC from using the broad swath of information defined by the DLC as "confidential," including usage reports and royalty payment amounts and calculations, for any purpose other than the MLC's "royalty calculation, collection, matching and distribution activities." (DLC Reply Comments, Proposed Regulations at § 210.7.) Once again, the DLC's proposal reads the MLC's blanket license enforcement obligations out of the statute, and would prohibit the MLC from using information at the core of its enforcement efforts for the purposes of engaging in those required efforts.

The DLC position on confidentiality remains remarkable in its inappropriate double-standard. On the one hand, the DLC argues that "a music publisher representative on the MLC Board should not be able to see the financial terms that a digital music provider agreed to as part

---

blanket license. In 2022, the songwriters of "Just Like Heaven" terminate their grant to Publisher A and re-grant their rights to Publisher B. Subsequently, the Weezer cover of "Just Like Heaven" is reproduced on the soundtack album for a very belated sequel to the film "Sleepless in Seattle." Publisher A and Publisher B each claim the right to the royalties for streams of the recording as it appears on DMP X. How does the MLC determine who to pay as a general rule? Prior to the MMA, one would look to the date of the mechanical license and would also confirm whether such license covered the use of the musical work in the new soundtrack album. *See Fred Ahlert Music Corp. v. Warner/Chappell Music, Inc.*, 155 F.3d 17 (1998). But on and after the license availability date, such a mechanical license will not exist, as the DMP X has a blanket license to reproduce "Just Like Heaven" in any and all sound recordings in which it appears (provided it also has the relevant licenses from the sound recording rights owners). It is the MLC's reading of the law that Publisher A should be paid if the recording was first fixed on DMP X's server prior to termination, because at that time Publisher A would have been the entity with the right to grant the mechanical license. Likewise, Publisher B should be paid if the recording was first fixed on DMP X's server after termination, because at that time Publisher B would have been the entity with the right to grant the mechanical license.

of a voluntary license with one of its competitors." (Id. at 5.) The MLC agrees, and has implemented confidentiality policies, including binding personal nondisclosure agreements with all copyright owner board and committee members, that prohibit and prevent such disclosure.

On the other hand, the DLC appears to propose treating DLC representatives—who are largely the DMP counterparts of the music publishers—as if they were MLC *staff*, able to review all manner of competitive information and share it throughout their companies, as if they were not participants in the marketplace. Worse yet, the DLC proposed an unprecedented provision to exempt these DLC representatives and appointees and their employers from any personal commitment to maintaining confidentiality. These proposals should be nonstarters, as they would eviscerate the confidentiality mandate in the MMA. Individuals who wish to have access to confidential information must *at a minimum* agree to hold such information confidential and to be liable for breaching such covenant, and may not access competitive information related to their industry. Morevoer, the MLC will have other robust procedures for confidentiality, data security and privacy that it will implement. The MLC believes it is critical to not have its hands tied in implementing robust confidentiality procedures.

Unaltered sound recording metadata

There was also a discussion concerning other issues raised in the DLC's March 4 Letter, including the issue of delivery of sound recording metadata by the DMPs in unaltered form. The MLC is particularly troubled by the DLC's claim that the requirement to maintain and deliver to the MLC sound recording metadata in the form in which the DMPs receive it does not affect "matching." As the MLC explained in Section B(1) of its Reply Comments and in various discussions with the Copyright Office, requiring delivery of unaltered metadata to the MLC is directly relevant to matching sound recordings and compositions. The alternative would allow continuation of the delivery of metadata that is altered in different ways by numerous DMPs, resulting in several permutations of data for a particular sound recording. That will substantially reduce the effectiveness of the MLC in matching musical works to sound recordings.

The DLC stated that MediaNet and YouTube have estimated that they alter less than 1% of track titles are altered. To begin with, MediaNet and YouTube are only two of the DMPs that will be providing the MLC with metadata, and there is no indication that their practices are representative of all DMPs. The DLC failed to identify the rate of metadata alteration from the largest Section 115 streaming services, including Spotify, Amazon and Apple. Even more to the point, 1% of tracks is more than 500,000 tracks for the largest DMPs, who have catalog sizes over 50 million tracks. Indeed, during an earnings call last year, Spotify's CEO stated that Spotify ingests about 40,000 tracks every day, which at even 1% would amount to changing the metadata on 400 tracks every day. The MLC is simply not budgeted to chase after such a constant stream

of metadata alteration, particularly where other DSPs would also be altering metadata for many tracks, and potentially different tracks and in different ways.

The DLC further claimed that there is some confusion as to what constitutes "unaltered" data, given that there is some back and forth with record labels, who will often update their own metadata. This is a distraction, no real confusion exists – the "unaltered" metadata is of course the most recent version of the metadata as provided by the record label to the DMP.

The DLC also repeated its claim that unaltered metadata is unnecessary because most of the tracks reported have an ISRC identifier from the labels. However, as the MLC has repeatedly explained, the ISRC codes are, on their own, ineffective for identifying and matching digital uses to musical works.. There is no comprehensive, authoritative, central database for matching ISRC codes with other metadata fields, there are incorrect ISRC codes in use, and attempting to match streaming uses based on ISRC reporting alone would be unreliable, unprecedented and highly inappropriate.

And again, as the MLC has repeatedly pointed, notably absent from the DLC's March 4 Letter was any evidence of hardship on the DMPs from passing along data as it is received from labels prior to alteration. Particularly where there is no substantial burden on the DMPs to provide such data, there is no tenable argument for withholding key information needed by the MLC for its matching endeavors.

Level of accounting detail

There was also a discussion concerning the DLC's position concerning the level of accounting detail set forth in its March 4 Letter. The DLC repeated its claim that the MLC is entitled only to royalty accounting detail sufficient to meet what the DLC defines as the MLC's "core functions" – i.e., collecting royalties, matching musical works to sound recordings, and paying copyright owners. However, the DLC ignores the MLC's statutory oversight of blanket license compliance and mandate of license enforcement. While clear and complete reporting to the owners of musical works on how royalties were calculated is central to achieving the transparency envisioned in the MMA, it is also necessary for the MLC to receive this reporting for its statutory oversight and enforcement role.

The DLC also suggests in its March 4 Letter that the MMA "overrides" prior rulemaking that emphasized the need for transparency in reporting. The MLC does not believe that this suggestion has any merit. It is not merely that there is nothing in the MMA that indicates an intent to overrule the "the strong policy that 'in the context of statutory licenses, government actors should err on the side of transparency.'" 79 Fed. Reg. 56190, 56206 (Sept. 18, 2014) (quoting 78 FR 47421, 47423 (Aug. 5, 2013)). Rather, the policy, principle and logic from that rulemaking

are only underscored by the MMA. Indeed, the DLC's first ex parte letter in this rulemaking closed by noting the MMA's "promise of a more efficient and transparent mechanical licensing regime." The MMA supports expansion, not restriction, of transparency in reporting statutory royalties. Moreover, it was the DMPs themselves that petitioned the Copyright Royalty Board for royalty rates based on metrics such as service revenue, as well as for discounts to such royalty rates based on various factors like subscriber counts, consumer price points, and costs. The DMPs should not be indulged in an argument to restrict disclosure or use of the fundamental data about the royalty metrics and discounts that they themselves successfully petitioned to be implemented as government policy.

The MLC also follows up on a potential proposal that was discussed to require DMPs to maintain records of use containing usage information sought by the MLC, and to make such information available to the MLC on request, as an alternative to requiring regular monthly reporting of such information by DMPs. The MLC believes that this alternative proposal would not be appropriate for much of the necessary reporting, including all of the data that bears directly on the calculation of royalty pools, since such information must be reviewed by the MLC each month to oversee compliance with the blanket license. With respect to data fields that may not bear directly on the calculation of royalty pools (which include identification of the products and services that constitute a bundle or the identification of non-music content provided with the offering), the MLC believes that it might be possible to craft a regulation that provides for the MLC's access to be on request. However, the MLC believes that such a regulation should make clear that the information is to be made available to the MLC on request and without difficulty, with refusal being a ground for default under the blanket license. The MLC is not budgeted to have to litigate its access to usage reporting under the blanket license, and delays can significantly undermine the MLC's ability to discharge its statutory obligations. There is no basis to speculate that the MLC would make frivolous requests for data, and so its access to this usage data—which should appropriately be reported every month even without request—should be prompt and unfettered on request.

Additional sound recording data

There was also a discussion concerning the statute's requirement that DMP usage reporting contain "sound recording copyright owner" and "[studio] producer" data. The MLC noted that fields for this data are not generally relevant to matching efforts or a part of usage reporting, and the MLC does not anticipate them being utilized in matching. The MLC thus would not object to considering proposals to populate this data from other sources, in order to maintain statutory compliance despite the apparent lack of utility of such data fields.

The MLC also provides information in response to a question from the Office on its March 19 Call concerning certain metadata fields related to identification of sound recordings and musical works identification, including Catalog number, UPC, ISNI, IPI, Label, Album Title and Distributor, and any further information on the importance of such fields for the MLC's operations. While the MLC currently contemplates using some, but not all, of these specific fields for matching purposes, the MLC believes that all of these data fields, as well as Album Artist, are appropriate to be reported by DMPs, as this information either is currently or may become "information commonly used in the industry to identify sound recordings and match them to the musical works" as contemplated by the MMA. *See* 17 U.S.C. 115(d)(4)(A)(ii)(I)(aa). Nor is provision of such information burdensome for the DMPs in any way, and is common practice in many other territories.

The MLC also noted on the March 31 Call that it will be making its conflict of interest policies publicly available on its website. The MLC appreciates the Copyright Office's time and attention, and is available to provide further information on request.

Sincerely yours,

Benjamin K. Semel

Attachment 1

SELECTED INDUSTRY MINIMUM THRESHOLDS FOR ROYALTY PAYMENTS (as of April 3, 2020)				
	Direct Deposit	**Cheques/Others**	**Payment Frequency**	**Source**
HFA	US$10 for NOIs; US$250 for affiliates	US$10 for NOIs; US$250 for affiliates	Monthly: NOIs Quarterly: Affiliates	
ASCAP	US$1	US$100	Quarterly	(https://www.ascap.com/help/royalties-and-payment/payment/payment)
BMI	US$2	US$250	Quarterly	(https://www.bmi.com/creators/royalty/general_information)
SongTrust	US$5		Quarterly	https://help.songtrust.com/knowledge/how-does-payment-work)
SoundExchange	US$10	US$100	Quarterly	(https://www.soundexchange.com/about/general-faqs/)
PRS	£30 (approx US $37)	£30 (approx $37)	Monthly	https://www.prsformusic.com/what-we-do/paying-our-members
CMRRA	CA$15 (approx US$11)	CA$15 (approx US$11)	Quarterly	http://www.cmrra.ca/music-publishers/our-services/
SIAE	€15 (approx US$16)	€15 (approx US$16)	Semi-annually	https://www.siae.it/en/about-us/documents-and-faq/faq-things-to-know?faqId=586e62c2e0e2eed749000ca9&faqType=Author
SUISA	All amounts exceeding distribution costs	All amounts exceeding distribution costs	Annually	https://www.suisa.ch/fileadmin/user_upload/suisa/SHAB/VERTEILUNGSREGLEMENT_2017.2__2_HJ__ENG.pdf
STIM	200 SEK (approx US$20) for domestic payments; 500 SEK (approx US$50) for international payments.		Quarterly	https://www.stim.se/en/payment-and-remuneration/how-payments-are-calculated
BUMA/STEMRA	When nothing or less than €70 (€140 for publishers) is distributed to members and affiliates in a given year, Buma/Stemra will supplement this up to the amount of €70 (for composers and lyricists) or €140 (for publishers, excluding VAT) at the end of the year.		Annually	https://www.bumastemra.nl/en/authors-publishers/membership/basic-payment/