

MEMORANDUM OF AGREEMENT

BETWEEN

THE ESPRIT ORCHESTRA

Hereinafter called “ESPRIT”

AND

THE TORONTO MUSICIANS’ ASSOCIATION, Local 149

of the AMERICAN FEDERATION OF MUSICIANS

OF THE UNITED STATES AND CANADA

Hereinafter called the “TMA”

NOW, THEREFORE, the TMA and ESPRIT agree, each with the other as follows:

1. TERM

This agreement shall be effective from September 4, 2018 to September 6, 2021 and from year-to-year thereafter unless either party gives notice in writing to the other of proposed revision or termination of this Agreement by August 1st of the current calendar year.

2. ASSOCIATION RECOGNITION

ESPRIT recognizes the TMA as the exclusive bargaining agent for all instrumental musicians, music director conductors, assistant and/or associate conductors, contractors, librarians and music preparation personnel (hereinafter called the “MUSICIANS”) engaged by ESPRIT.

3. REPRESENTATIVES OF THE TMA

Representatives of the TMA shall have access to the place of performance and rehearsal for the purpose of conferring with the MUSICIANS. It is understood that any discussions between representatives of the TMA and the MUSICIANS will not interfere with the MUSICIANS’ performance of their duties to ESPRIT, and provided further that the representatives shall be neatly attired and shall observe the civilities and decorum of the occasion.

4. TARIFF OF FEES – LIVE PERFORMANCES AND REHEARSALS

Unless specifically stated otherwise in this agreement, for all live performances and rehearsals the fees and conditions of the current Tariff of Fees of the TMA and the terms of the Constitution and By-laws of the AFM (American Federation of Musicians) and the TMA shall apply. Minimum fees for performance and rehearsal shall be as stipulated in the current Tariff of Fees. Musicians shall be paid not less than the TMA fees for all concerts and rehearsal unless indicated otherwise in this agreement.

5. LPCC (Live Performance Contract for Canada) FORM

ESPRIT hereby undertakes to sign and execute a LPCC form contract for each performance and rehearsals pertaining thereto with a member of the TMA, this member shall be listed as the leader on the contract. Such LPCC forms shall become part of this agreement.

6. BY-LAWS

The TMA acknowledges that nothing in this agreement shall ever be construed so as to interfere with any duty or responsibility owing by any musician performing hereunder to the TMA and /or the A.F. of M. pursuant to their By-Laws, Regulations and Orders.

7. PROGRAM LISTING

The names of the performing musicians and their respective instruments shall be included in the concert program. The TMA shall also receive appropriate recognition in the section of the program where similar credits are listed for other performers' and technicians' associations, guilds or unions.

8. HIRING PRACTICES

It is agreed that preference in engaging the orchestra's core musicians shall first be extended to A.F. of M. members who are Canadian citizens or landed immigrants. In the case where a qualified musician, as aforesaid, is not available, A.F. of M members who are not Canadian citizens or landed immigrants in Canada may be engaged subject to consultation with the TMA and prior to any application to Canada Employment and Immigration for visas/work permits. If the musician becomes a member of the TMA, the TMA will not object to the issuance of the appropriate documents.

9. DISCRIMINATION

It is agreed that the policy of engaging musicians hereunder shall be without discrimination on the basis of age, religion, gender, sexual orientation, race, colour or ethnic background, political affiliation or persuasion, or disability not related to the musician's performing competence.

10. REHEARSALS

Musicians shall be engaged to attend every rehearsal in which their instruments are required. Should a musician be unable to attend all rehearsals for which he/she is required, ESPRIT must be informed at the time the musician is engaged. In this event, the Music Director/Conductor shall use discretionary judgment as to whether to engage a substitute musician, another musician, or engage the musician on the understanding that the musician may not attend every rehearsal.

Extra musicians need not be engaged for rehearsals in which their instruments are not required.

In no event shall a musician be paid for a rehearsal which he/she does not attend.

11. MINIMUM CALL – REHEARSALS

The minimum call for rehearsals shall be two (2) hours.

12. CALL TIME – PERFORMANCE

The “call time” for rehearsals and performances shall be fifteen (15) minutes prior to the scheduled commencement of a performance.

13. MINIMUM FEE

The minimum fees for rehearsals and performances shall be those stipulated in the current TMA Tariff of Fees under Section 2.1. and Section 4 unless specifically stated otherwise in this Agreement. However, the contemporary appropriate fees shall be determined by the previous year’s standards. Therefore,

- for engagements between September 4, 2018 and September 2, 2019, the Tariff of Fees rates for September 5, 2017 through September 3, 2018 shall apply.
- for engagements between September 3, 2019 and September 7, 2020, the Tariff of Fees rates for September 4, 2018 through September 2, 2019 shall apply.
- for engagements between September 8, 2020 and September 6, 2021, the Tariff of Fees rates for September 3, 2019 through September 7, 2020 shall apply.

Should the term of this agreement extend, through Article 1 of this agreement, beyond September 6, 2021, the contemporary Tariff of Fees shall apply.

ESPRIT acknowledges receipt of a copy of the current TMA Tariff of Fees concurrent with the execution of this Agreement.

14. DOUBLING

Musicians required to double on instruments other than the primary instrument for which they are engaged, shall be paid (in addition to any negotiated over scale fee which may be applicable) an additional amount based on Section 2.2 of the Tariff of Fees.

15. PRINCIPAL FEES

Principal First Chair musicians shall receive as a premium an additional twenty-five (25%) percent of the basic musician’s fee including rehearsal fees. The following positions shall be designated Principal:

- | | |
|-------------------------------|-------------------------------|
| - 2 nd Violin | - 1 st Clarinet |
| - 1 st Viola | - 1 st Bassoon |
| - 1 st Violoncello | - 1 st French Horn |
| - 1 st Double Bass | - 1 st Trumpet |
| - 1 st Flute | - 1 st Trombone |
| - 1 st Oboe | - 1 st Percussion |

It is further understood that the 1st Trombone premium shall only apply when the instrumentation of a programmed work for a concert includes two (2) or more trombones.

If any other member plays a Principal position at the request of ESPRIT, he/she shall be paid the premium payment as set forth above, on a pro-rata basis.

16. CONCERTMASTER

The Concertmaster (1st Violin) shall receive as a premium an additional fifty (50%) of the basic musician's fee including rehearsal fees.

17. HARP

The Harp shall receive as a premium an additional fifty (50%) of the basic musician's fee including rehearsal fees.

18. LEADER

The Leader shall receive as a premium an additional one hundred (100%) of the basic musician's fee including rehearsal fees.

19. PERSONNEL MANAGER

The Personnel Manager shall receive as a premium an additional fifty (50%) of the basic musician's fee including rehearsal fees.

20. MUSICIANS' PENSION FUND (CANADA)

A contribution for each musician engaged hereunder by ESPRIT in the amount of eight (8%) percent of the musician's minimum base fee shall be made payable to the Musicians' Pension Fund (Canada) and remitted to the TMA by ESPRIT, and forwarded by the TMA office to the Fund office.

21. PAYMENT OF FEES AND WORK DUES

ESPRIT shall be solely responsible for payment to the musicians for all services rendered hereunder, and shall forward to the TMA office, on behalf of the musicians engaged, work dues in the amount of three (3%) percent of the musician's minimum basic fee plus applicable doubling and premium fees.

22. WARM-UP / SOUNDCHECK

A warm-up or sound check which is held within two (2) hours prior to the scheduled beginning of a concert shall be permitted with a minimum call of one (1) hour. Payment for such services shall be rendered on a "pro-rata of the concert fee" basis.

23. TOURS AND RUN-OUTS

23.1. DEFINITIONS

A "run-out" is deemed to be any circumstance where the musicians leave from, and return to ESPRIT's Toronto point of origin on the same day for the purpose of performing or rehearsing, and where no overnight accommodation is required. For purposes of this Article 23.1, engagements at the Living Arts Centre in Mississauga and the Markham Theatre for the Performing Arts in Markham are considered to be a local run-out.

A “tour” is deemed to be any circumstance where overnight accommodation for the musicians is required.

23.2. MEAL ALLOWANCES FOR RUN-OUTS

For all run-outs twenty-four (24) hours or less in duration the purchaser shall, in addition to all fees payable under this agreement, pay all out-of-pocket meal expenses per meal as per Section 9.3 of the current TMA Tariff of Fees.

23.3. PERFORMANCE FEES

Fees for all touring and run-out concerts and rehearsals shall not be less than the TMA Tariff of Fees then currently listed in effect, subject to Article 13 of this agreement.

23.4. ADDITIONAL CONDITIONS

Any extensive tours, such as the “Esprit Western Canada Tour – 1998” or tours outside of southern Ontario or Canada shall be the subject of a separate tour agreement. Both parties agree, upon request of either party on sixty (60) days’ notice, to commence negotiations in a timely manner to cover such circumstances. Any other conditions affecting a regional tour or run-out not covered by the TMA Tariff of Fees shall be agreed to by both parties prior to the date such a tour or run-out commences.

24. CONTRACT SERVICE FEE

For each engagement and associated rehearsals ESPRIT shall pay a contract handling fee equal to ten (10%) percent of a musician’s base fee for total contracted rehearsals and performances as listed on the submitted LPCC form.

25. HARASSMENT

Please refer to Appendix A.

26. WORKING CONDITIONS

26.1. PERFORMANCE AND REHEARSAL SPACE TEMPERATURES

ESPRIT shall use its best efforts to ensure the maintenance of a temperature of no less than eighteen (18) degrees Centigrade and no greater than twenty-two (22) degrees Centigrade and a comfortable level of humidity in all performance and rehearsal areas. The acceptable level of heating and air conditioning shall be obtained at least one (1) hour prior to the first downbeat for concerts and rehearsals and shall be maintained throughout the entire length of the performance or rehearsal. When musical instruments must be stored or left in the concert venue or rehearsal space between performances, the above temperature conditions shall be maintained at all times.

26.2. LIGHTING

ESPRIT shall provide adequate lighting for each musician.

26.3. MUSICIAN SEATING REQUIRMENTS

ESPRIT shall use its’ best efforts to ensure that each performing musician is provided with a well maintained chair of medium-to-low height with a flat back and a level, padded and cloth covered seat.

26.4. FACILITY PROVISIONS – WASHROOMS AND DRESSING ROOMS

ESPRIT shall ensure the provision for the musicians engaged hereunder of a convenient dressing space and a secure place for valuables. The concert venue or rehearsal space shall contain sanitary washrooms which are consistent with existing facilities in similar venues. Washrooms will be supplied with soap, toilet tissue and paper towels. Dressing rooms, washrooms and performing areas shall be in a clean condition upon arrival of musicians.

26.5. PERFORMER ACCESS

ESPRIT shall ensure obstacles (e.g. bicycles, garment racks, etc.) are not in place in such a way as to hinder musicians carrying instruments from entering the performance venue through the stage door or from accessing the performance area or stage, dressing rooms or green room.

26.6. PIANO PROVISION

ESPRIT shall ensure that if an acoustic piano is required for the concert performance, the instrument provided by the venue shall be an acceptable concert grade standard. The piano so furnished shall be properly maintained and tuned to the specifications as determined by the Music Director / Conductor.

27. RECORDINGS and ELECTRONIC MEDIA

Any video and/or audio recording of musicians by ESPRIT shall be made under the terms herein or the appropriate Federation agreements as determined by the Local and the Federation.

27.1. CONTENT CAPTURE AND NOTIFICATION

ESPRIT shall make every reasonable effort to notify, in writing, both the Local and engaged musicians of their intention to record, for whatever purpose, at the earliest possible date, relative to the rehearsal or performance to be recorded. The notification shall describe the details of content capture, the intended use and platform of the captured content, and the relevant Federation agreement or the relevant articles of this agreement. In any case, no musician shall be recorded without twenty-four (24) hours written notice to the Local and the musician(s). Provided the terms of the agreement are met, permission to record shall not be reasonably withheld by the Local.

27.2. DURATION OF CONTENT CAPTURE

Subject to 27.1, ESPRIT may capture recorded content in whole, or in part, of any performance or rehearsal.

27.3. ARCHIVAL RECORDINGS

A video or audio recording of a production may be designated by ESPRIT as archival subject to the following conditions, subject to the remainder of Article 27:

- a) The recording must not be edited, copied, or distributed in any manner.
- b) The recording is to be used exclusively for archival, reference, and study purposes.
- c) The recording shall remain under the control of ESPRIT and will not be sold, leased, licensed, or lent out for any purpose.
- d) The recording may not be replayed in public or broadcast in any manner.
- e) Stored physical media of the recording shall be labeled "For Archival and Study Purposes Only".

27.4. RELEASE OF CONTENT, ARCHIVAL RECORDINGS FOR GUEST SOLOISTS AND COMPOSERS

A designated archival recording may be released to guest soloists and composers for their own archival purposes under the following conditions:

- a) All conditions listed under Article 27.3 items (a) through (e) shall be applicable with ESPRIT responsible for the composer(s) or soloist(s) assuming joint responsibility with ESPRIT for compliance of those article items.
- b) The content is of the composer(s)' oeuvre, or the said soloist(s)' performance.
- c) The guest soloist or composer shall be made fully aware of the conditions listed in article 27.3 under which the archival recording is being granted.
- d) The soloist or composer must complete, sign, and retain a signed copy of the Esprit Orchestra Personal Use of Archival Recording Letter of Adherence (see Appendix B) prior to the concert taking place.
- e) In addition to retaining a copy for their own records, ESPRIT shall file copies of any Esprit Orchestra Personal Use of Archival Recording Letter of Adherence with the TMA when filing the live performance contract for the concert that the archival recording(s) took place.
- f) Requests for copies of archival recordings by soloists and / or composers that occur after the performance for which the archival copy takes place will not be granted.

27.5. RELEASE OF CONTENT, ARCHIVAL RECORDINGS FOR THIRD PARTY ORGANIZATIONS

Any third party organization outside of guest soloists, composers and ESPRIT who wish to make a recording of an Esprit Orchestra concert, in part or in whole, for archival purposes must contact the TMA Executive Director or Business Representative who will explain the conditions and process under which an archival recording will be granted.

In this situation the TMA will not grant permission for a third party archival recording without the majority consent of Esprit Orchestra musicians that will be determined by an official vote (tell) that must take place at least a minimum of 24 hours prior to the date that the concert / performance takes place.

27.6. RELEASE OF PROMOTIONAL CONTENT ON ESPRIT BRANDED PLATFORMS

"Esprit Branded Platforms" are limited to:

- Esprit Website
- Esprit YouTube Channel
- Esprit Twitter account
- Esprit Facebook page
- Esprit Instagram account
- Esprit Soundcloud

- And other platforms that may be added by Esprit with the approval of TMA, not to be unreasonably withheld.

ESPRIT may release, for non-monetized promotional purposes, audio or audio/visual excerpts of performances to the platforms listed above under the following conditions:

- a) No complete work may be posted.
- b) The total amount of media posted from any single work (a group of rehearsals and performances leading to a unique live presentation, or presentations) may not exceed ten (10) minutes.
- c) Any musician recorded on such excerpts may request by email to Esprit that the content be taken down if they have a reasonable complaint about the performance or recording quality of the excerpt, and Esprit shall cease to make the excerpt publically available within seven(days).

27.7. THIRD PARTY RECORDING FOR NEWS OR MAGAZINE PROGRAMS

Third-party organizations, that wish to capture content for release and insertion in a news or magazine-type program under the following conditions:

- a) They may capture no more than thirty (30) minutes of any single rehearsal or performance within one concert programme and associated rehearsals.
- b) While they may present collected excerpts from their recording, no more than two (2) total minutes of said performance or rehearsal shall be broadcast in any thirty (30) minute period.
- c) No other use shall be made of such recordings or visual images.

27.8. RECORDINGS NOT COVERED IN THIS AGREEMENT

Should ESPRIT wish to record or release any content in a manner not directly heretofore enumerated by the Articles of this agreement, they shall be obliged to contact the Executive Director of the TMA for consultation and approval.

28. SAFETY

ESPRIT shall conduct its own inspection prior to the concert or rehearsal to determine that all emergency exits adjacent to the concert performance area or stage and all emergency exits in the rehearsal space are clearly marked and unobstructed.

29. DISCIPLINE AND DISCHARGE

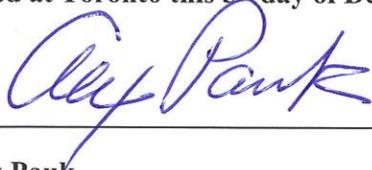
ESPRIT or its authorized representatives shall not discipline or discharge any musician except for just cause. A claim by any musician that he/she has been discipline or discharged without just cause may be the subject of a grievance under Article 32 of this Agreement.

30. GRIEVANCE AND ARBITRATION

The following procedures shall apply in the event that any musician, group of musicians, or the TMA or ESPRIT have a dispute or difference relating to the interpretation, application, administration or alleged violation of this Agreement (hereinafter the "grievance"), including a claim by any musician that he/she has been disciplined or discharged without cause:

- a) **Step 1** – Such a dispute or disagreement shall immediately be brought to the attention of ESPRIT's Operations Manager and/or the Music Director/Conductor, and to the orchestra Personnel Manager who shall forthwith report the matter to the TMA. Upon receipt of this notice of a dispute or disagreement, ESPRIT and the TMA shall discuss and attempt to resolve the issue. If the dispute or disagreement has not been satisfactorily resolved within forty-eight (48) hours after receipt of the notice of dispute/disagreement;
- b) **Step 2** – The aggrieved musician or group of musicians shall file a written grievance with the Music Director/Conductor or such other person who has the authority to act on behalf of ESPRIT. Alternatively, the musician or group of musicians may file such a grievance commencing with Step 3.
- c) The TMA or ESPRIT shall also have the right to file a grievance on their own behalf commencing at Step 3.
- d) **Step 3** – If the grievance is unresolved at Step 2, or if the musician or group of musicians chooses to proceed directly to Step 3, the grievance may be filed by the musician or group of musicians through the TMA with ESPRIT. ESPRIT may file a grievance with the TMA through its President.
- e) **Step 4** – If the grievance remains unresolved ten (10) business days after the conclusion of Step 3, either party may give written notice to the other that it wishes to submit the grievance to arbitration. Either party in its submission may stipulate that the issue(s) shall be dealt with by a three (3) person arbitration board, failing which a single Arbitrator shall act in the matter. If the parties are unable to agree upon the appointment of an Arbitrator within ten (10) days after the notice has been given, then a single Arbitrator shall be appointed by Arbitrators Clearing House at the request of either party. The arbitration shall be governed by the Ontario Labour Relations Act. The expenses of the Arbitrator shall be shared equally by both the TMA and ESPRIT.
- f) The arbitration award shall be binding upon both parties to this Agreement and the individual musician(s) directly affected thereby. The decision of the majority is the decision of the Board of Arbitration. If there is no majority decision, the decision of the Chairman (or single Arbitrator) shall govern.
- g) The time limits provided under the Grievance Procedures herein may be extended by mutual agreement of the parties.
- h) The Board of Arbitration is not authorized to make decisions inconsistent with the provisions of this Agreement, nor to alter, add or delete any part of this Agreement.

Dated at Toronto this 5th day of December 2019.



Alex Pauk

Title: *MUSIC DIRECTOR*

FOR ESPRIT



Michael Murray

Executive Director

FOR THE TMA

APPENDIX A

HARASSMENT POLICY.

1. PRINCIPLE

The TMA and ESPRIT will strive to work together to provide an environment that is free of harassment and supportive of personal dignity, self-esteem and fair treatment. Harassment will not be tolerated as part of any matters associated with this Agreement.

2. HARASSMENT

- a) **General.** Harassment is subjection to any conduct or comment which is known, or ought reasonably to be known to be unwelcome or offensive, which creates an intimidating working environment, or which denies individual dignity and respect. It should be noted that a person does not have to be a direct target of harassment to be adversely affected by conduct or comments that create and maintain an offensive, hostile, or intimidating work environment.
- b) **Personal Harassment.** Behaviour directed at an individual, not linked to the prohibited grounds (see below), which has the purpose or effect of unreasonably interfering with the person's work and/or creating an intimidating, humiliating, hostile or offensive work environment.
- c) **Sexual Harassment.** One, or a series of comments or conduct of a gender-related or sexual nature that is known, or ought to be known to be unwelcome, unwanted, offensive, intimidating, hostile or inappropriate. See below for a description of sexual harassment.
- d) **Prohibited Grounds.** Harassment is prohibited on the grounds of race, ancestry, place of origin, colour, ethnic or linguistic origin, citizenship, creed, sex, sexual orientation, marital status, pregnancy, family status, age, or disability, as well as any other prohibited ground defined by legislation in the jurisdiction in which the Centre has its point of origin.
- e) **Direction/Evaluation.** Harassment does not include either fulfilling the requirements of a performance (where no other part of this Agreement has been contravened) or direction and/or evaluation of an individual in order to have the musician improve his or her performance.

3. PROCEDURES

When any behaviour as enumerated above occurs:

- a) The offended party shall make known to the harasser, either directly or indirectly, that it is unwelcome behaviour.
- b) If the behaviour continues, the complainant shall report the offending behaviour to the Personnel Manager, who at the discretion of the musician may inform the Association's Executive Director. Alternatively, the complainant shall report the matter to the Association's Executive Director who shall thereupon inform the ESPRIT.
- c) If the complaint is not resolved with the assistance of the representatives of ESPRIT and the TMA, the complainant shall complete a Harassment Complaint Form (sample appended below) which shall provide the following information: name of respondent; details of the offending behaviour including date, time, number of occurrences, witnesses; section of

Appendix A contravened; settlement required. A copy of the form shall be given to each of the above representatives.

- d) ESPRIT's representative shall provide a copy of the complaint to the respondent requesting a prompt response to the allegations and, if possible, bring the parties together to attempt to resolve the issue.
- e) In the event of failure to resolve the complaint, ESPRIT has the duty to take immediate steps to investigate the complaint in as discreet and confidential a manner as possible. ESPRIT, at its own cost, may appoint a neutral third party to conduct this investigation.
- f) Based on the findings of the investigation, and with the agreement of the Association, ESPRIT may take whatever action it feels is necessary, up to and including termination of a musician's contract of engagement if it finds in favour of the complainant. A complaint under the provisions of this Appendix A shall in no way prejudice the complainant's engagement, except in the event that if the investigation reveals that the complaint was frivolous, vexatious or made in bad faith, a similar sanction may be brought against the complainant.
- g) In the circumstances outlined above, ESPRIT may request relief from the provisions of Art. 29 in order to terminate the musician's engagement contract without further remuneration. The Association may grant such relief provided it is satisfied that such termination of the musician's contract is appropriate.
- h) In the event that ESPRIT and the Association are in dispute with respect to any matter arising from the application of this Appendix A, either party may refer the dispute to the Dispute Resolution procedures of Article 30.

4. SEXUAL HARASSMENT

For the purpose of this Appendix A, sexual harassment is defined as an incident involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature, when:

- a) such conduct might reasonably be expected to cause offence or humiliation to another person or group of persons; or
- b) the submission to such conduct is made implicitly or explicitly a condition of work; or
- c) submission to such conduct is accompanied by a reward, or the express implied promise of a reward for compliance; or
- d) rejection of such conduct is accompanied by a reprisal, or an express implied threat of reprisal for refusal to comply; or
- e) such conduct has the effect of interfering with a musician's work or performance by creating a hostile or offensive environment.

Types of behaviour which constitute sexual harassment include, but are not limited to:

- f) unwelcome remarks, jokes, innuendos or taunts about a person's body, attire, gender or sexual orientation, told or carried out after the individual has been advised that their actions are offensive or embarrassing; or
- g) insulting gestures of a sexual nature, or other behaviour which causes discomfort, awkwardness, or embarrassment; or

- h) displaying pornographic material, pin-up pictures, or other sexually offensive materials in the specific environment in which the complainant is required to work; or
- i) degrading remarks directed at members of one sex or sexual orientation; or
- j) unnecessary and/or persistent unwelcome physical contact; or
- k) leering, whistling, or other suggestive or insulting sounds; or
- l) demands for sexual favours; or
- m) unwelcome and inappropriate inquiries about a person's sex life or sexual preference.

HARASSMENT COMPLAINT FORM

Complainant's Name:

Address:

Telephone:

Email:

Engager (at time of incident):

Position:

Respondent's Name:

Address:

Telephone:

Position:

Clause of Appendix A (to the Esprit Orchestra) under which this complaint is being filed:

In your own words, and in the space provided below, please indicate the details of your complaint (if you would like to provide a more detailed description, please attach it to this form):

Please describe any actions that you have taken to try to resolve this problem:

What do you require to resolve this complaint:

Signature of complainant:

Date:

Please note that this document and any attachments to it that you provide in the course of filing a complaint is held in strict confidence. The complaint form and any attachments will be disclosed to the respondent named in the complaint and to the investigator, adjudicators and mediators appointed to assist with the resolution of this complaint, as outlined in the Harassment Policy procedures. Your signature confirms that you have been made aware of the foregoing and give permission for the above use of this information.

Appendix B

Esprit Orchestra Personal Use of Archival Recording Letter of Adherence

Under the terms of the agreement between the Toronto Musicians' Association (hereafter 'TMA') and the Esprit Orchestra (Hereafter 'ESPRIT'), TMA and ESPRIT may authorize composers and soloists limited access to specific ESPRIT archival recordings. Such access may be granted under the following conditions:

- a) The content is of the composer(s)' oeuvre, or the said soloist(s)' performance.
- b) The recording must not be edited.
- c) The soloist or composer must complete, sign, and retain a signed copy of this form prior to the concert taking place. Please note that requests for copies of archival recordings by soloists and/or composers that occur after the performance for which the archival copy takes place will not be granted.

The undersigned composer or soloist commits to strict adherence following;

- d) The recording is to be used exclusively for archival, reference, and study purposes.
- e) The recording may not be replayed in public or broadcast in any manner.
- f) Stored physical media of the recording shall be labeled "For Archival and Study Purposes Only".

Both ESPRIT and the undersigned composer or soloist shall assuming joint responsibility for compliance of these article items.

In addition to retaining a copy for their own records, ESPRIT shall include this form when filing to the TMA the Live Performance Contract for the concert that the archival recording(s) took place.

_____	for ESPRIT
Name of composer or soloist	
_____	_____
Address	Name
_____	_____
Signature	Position
_____	_____
Date	Signature

Date