



Mail completed form to:
SoundExchange - Dept. 4037
Washington, DC 20042-4037
(for other delivery, see page 3, SUBMITTING)

NONCOMMERCIAL EDUCATIONAL WEBCASTER FORM

PAYMENTS MUST BE ACCOMPANIED BY THIS FORM. THE FORM MUST BE SIGNED.

NAME OF SERVICE AND URL OF SERVICE

LINE 1 - Name of Service (licensee):

LINE 2 - URL (website address):

The Name of Service and URL must be the same as on the licensee's Notice of Use filed with the Copyright Office. If the licensee has not submitted a Notice of Use form, the licensee must do so immediately. The Notice of Use form may be downloaded at www.copyright.gov or www.soundexchange.com/service-provider/.

STATION/CHANNEL INFORMATION

LINE 3 - Format/Genre: (single station only)

LINE 4 - Initial Streaming Date:
(date service began streaming under statutory licensing)

ANNUAL MINIMUM FEE

Census Based Reporting | Sample Based Reporting | Reporting Waiver

Noncommercial Educational Webcasters must pay \$500 per station/channel.
Stations/channels that will begin streaming between February 1 and December 31, please see page 2.
All minimum fee payments must be accompanied by this signed statement of account.

LINE 5 - 2014 REPORTING WAIVER
If selecting the reporting waiver, check the box, and please enter \$100.00.

\$

2014 ANNUAL MINIMUM FEE
The annual minimum fee is \$500.00.

\$ 500.00

LINE 6 – PREVIOUS PAYMENTS FOR 2014 LIABILITY:
Enter any amounts previously paid for the 2014 minimum fee.

\$

LINE 7 – CURRENT TOTAL MINIMUM FEE LIABILITY:
Amount owed to SoundExchange. Add line 5 to the 2014 annual minimum fee; subtract the previous payments for 2014 liability. If amount is less than zero, please contact SoundExchange.

\$



DUE DATE FOR 2014 ANNUAL MINIMUM FEE

If initial 2014 streaming occurs between January 1 and January 31, 2014:

January 31, 2014

If initial 2014 streaming occurs between February 1 and December 31, 2014:

45 days after the end of the month in which initial 2014 streaming occurs.

CERTIFICATION

The information below is required by federal regulations.

For more information about rates and terms for Noncommercial Educational Webcasters, see 37 CFR Part 380 C.

The undersigned hereby states (1) that he or she is authorized to make the election set forth above, (2) that the Licensee is eligible for the Noncommercial Educational Webcaster Rates and Terms, (3) that the station or channel is eligible for the reporting option selected on page one, and (4) the undersigned owner or agent of the Licensee, or officer or partner, if the Licensee is a corporation or partnership, has examined this Statement of Account and hereby certifies that the information provided herein is true, accurate and complete to his or her knowledge after reasonable due diligence.

SIGNATURE

(handwritten) _____

Date:	
First Name:	
Last Name:	
Title:	
Address:	
City:	
State:	
ZIP:	
Telephone:	
Email Address:	
Name of contact for station:	
Phone number of contact for station:	
Email address for station:	

I. ELIGIBILITY FOR NONCOMMERCIAL EDUCATIONAL WEBCASTER RATES AND TERMS

To be eligible for the Noncommercial Educational Webcaster Rates and Terms, a service must be a Noncommercial Webcaster (generally, a service that has received (or applied for) tax-exempt status under section 501 of the Internal Revenue Code or is operated by a governmental entity for public purposes) that is operated by (or affiliated with and sanctioned by) a domestically accredited educational institution, and the service's webcasting operations must be staffed substantially by students enrolled at the educational institution. See 37 C.F.R. 380.21.

II. REPORTING OPTIONS

For each year, Noncommercial Educational Webcasters must choose between one of the three options below for providing Reports of Use to SoundExchange:

- 1.) Census-based reporting (default): The service will submit three monthly Reports of Use on a quarterly basis (due within 45 days after the end of each calendar quarter), each containing the complete listing of each sound recording transmitted under statutory licensing which generated performances during each month within the quarter. (Please see 37 CFR 370.4 for more information on format and delivery specifications.) NOTE: For the first calendar year that a service submits census-based reporting the service may submit station/channel name and play frequency (i.e. "spins") per track instead of actual total performances per track or aggregate tuning hours. After that first year of census-based reporting, all Reports of Use for subsequent years must contain either aggregate tuning hours or actual total performances per track.
- 2.) Sample-based reporting: This option is available for services which (a) did not exceed listenership of 159,140 aggregate tuning hours ("ATH") for more than one month on any single station or channel during the preceding calendar year, and (b) do not reasonably expect to exceed listenership of 159,140 ATH in any month on any single station or channel for the applicable year. The service will submit four quarterly Reports of Use on an annual basis (each due January 31 of the subsequent year). Each quarterly Report of Use must identify all sound recordings transmitted under statutory licensing which generated performances during any two weeks within that quarter. (Please see 37 CFR 370.4 for more information on format and delivery specifications.) NOTE: In lieu of providing actual total performances per track or total ATH for the two weeks surveyed, services may submit station/channel name and play frequency (i.e. "spins") per track. Services are encouraged to provide actual total performance or total ATH, if possible.
- 3.) Reporting waiver: This option is available for services which (a) did not exceed listenership of 55,000 aggregate tuning hours ("ATH") for more than one month on any single station or channel during the preceding calendar year, and (b) do not reasonably expect to exceed listenership of 55,000 ATH in any month on any single station or channel for the applicable calendar year. (If the service is operating multiple stations or channels, please elect the reporting waiver for all stations/channels, but only enter \$100 for the "primary" station/channel. A single \$100 fee per year covers the reporting waiver for all stations/channels.) Note: If the service unexpectedly exceeded 55,000 ATH on any single station or channel during more than one month within the previous calendar year, it may still elect the reporting waiver option for the applicable calendar year, provided it implements measures reasonably calculated to ensure that it does not make Eligible Transmissions exceeding 55,000 ATH per station or channel for any month within the applicable calendar year. If a service requires confirmation of receipt, please use registered mail, return receipt requested, or an express/overnight delivery service with tracking ability.

If you have questions, please contact licenserelations@soundexchange.com.

SUBMITTING: Mail statements of account and payments to SoundExchange, Dept. 4037, Washington, DC 20042-4037. If you are using a courier or delivery service, please use our physical address: SoundExchange, 733 10th Street, N.W., 10th Floor, Washington, DC 20001, Attn: Royalty Administration. If no payment is owed, a signed copy of the complete form may be e-mailed to royaltyadministration@soundexchange.com.

NOTICE: Services that have filed a Notice of Use of Sound Recordings under Statutory License with the Copyright Office are obligated to comply with all requirements of the statutory licenses under Sections 112 and 114 of the Copyright Act. It is the responsibility of each such service to ensure that it is in full compliance with the requirements of the statutory licenses under 17 U.S.C. §§ 112 & 114. SoundExchange is not in a position to determine whether each of the many services that rely on these statutory licenses is eligible for statutory licensing and does not in fact make any such determination. Nor does SoundExchange verify that such services are in full compliance with all applicable requirements of the two statutory licenses. Accordingly, SoundExchange's acceptance of services' payment does not express or implies any acknowledgment that a service is in compliance with the requirements of the statutory licenses or otherwise eligible to rely on the statutory licenses. SoundExchange, its members and other copyright owners reserve all their rights to take enforcement action against a service that is not in compliance with those requirements, regardless of any royalty payments such service may have made to SoundExchange.