

## Peer Assist

The Peer Assist pathway provides avenues for creators to assist each other, and for the resolution of disputes between creators. This includes:

- **Peer Review:** Where peers with specific skillsets provide a peer view about ownership splits, or an issue or problem submitted to them. This view may be used in disputes between creators, or to support an application to APRA AMCOS to alter the registration of a work.
- **Peer mentoring:** Where a peer provides their coaching or view.
- **Knowledge sharing:** Where peers share tips and answer questions.

We are currently *piloting* our Peer Assist pathways.

### Peer Review

#### How is this organised?

A facilitator or moderator is assigned to assist in the selection of the peer panel and work with the peer panel to ensure that their role is clear.

#### Who is involved?

The creator(s) who would like a view on a particular dispute, issue or problem.

Where the issue is a disagreement between one or more creators over ownership splits, it is not necessary for all of the creators involved in the disagreement to participate (this is called a unilateral pathway).

#### What is the process?

At the commencement of the process, the Resolution Facilitator will contact you and any other creator's that have consented to participate, to discuss your issue, the costs of participation, and to connect you with the facilitator of the peer review.

The peer review will then likely take the following steps:

- 1 The peer facilitator will work with you to select the peer panel.
- 2 You will be provided with an agreement setting out your rights and responsibilities in taking this pathway. You will be asked to sign and return this agreement, along with payment for the process.
- 3 You will get the chance to brief the peer panel with materials you think are relevant.
- 4 The peer panel will consider the material and let you know what else they may need. They are also likely to have a chat with you by video link.
- 5 The peer panel will provide a report setting out their views.
- 6 You can elect to send the outcome of the Peer Review to APRA AMCOS to ask APRA AMCOS to update the registration of the splits of the works in dispute.



## Review of the outcome

Once a review is completed, if any creator who has not participated decides they are unhappy with the decision, they will be able to have the matter re-heard by peers other than the original panel if:

- The original applicant/s for peer review are invited to participate.
- The creator requesting a further review pays the costs for the further Peer Review process.
- The creator requesting a further review repays the original applicant/s the cost of the original review.

## Scope of review

In unilateral Peer Review, the peers will determine whether or not a creator contributed to a work but not the percentage split of that contribution.

Where the percentage splits are required, it is preferable to have all creators participate with peers. For this reason, it may be useful to have a specific process to determine percentage splits. This will require discussion about sharing of costs.

## Peer Review Agreement

This is an example of a unilateral Peer Review agreement. Note, for the reasons set up above, this is more likely to give a response on contribution not percentage splits.

The document sets out the legal rights in plain English - these are important to understand. The Resolution Facilitator is also available to explain the process and the terms of the agreement, and the agreement may need to be amended to meet the specific circumstances of your dispute.

**Up to 6 weeks.**

## \$ Variable

Around \$900 + GST assuming it takes a day of time for 2 peers to review (this includes the cost of the peer facilitator).

We can provide an indicative cost based on your specific dispute. The actual cost of this pathway is higher, but it is subsidised by APRA.

## Peer mentoring and knowledge sharing

If you are seeking guidance, or tips and knowledge from someone in the industry, we have a panel of creators who, along with the Resolution Facilitator, can help pair you with the right peer(s).

Contact the Resolution Facilitator if you are seeking peer mentoring or knowledge sharing.



## Peer Review Agreement - Unilateral

### Summary

This document provides the arrangements for Peers to review writers' compositions and income percentage shares in one or more Works and give their Advice in a written report. It outlines the role of the Peers, the Chair and the Participant and what the Advice can be used for.

### Formalities of who is bound by the document:

#### Between:

APRA AMCOS Writer member: [INSERT] ("the Participant").

Address:

#### And

Name of Peer 1:

Name of Peer 2:

(collectively "the Peers")

#### And

Name of Chair: [INSERT] (the Chair)

### Non-participating writer member(s):

[INSERT] (the "Non-participating Member(s)")

### KEY Definitions:

**Advice** means any oral or written advice or views given by the Peers to the Participant about the Issue.

The **Issue** means the relative contribution of the Participant and Non-participating Member(s), in each of the Works.

**Peer Review** means the process adopted by the Peers, and includes any meetings, phone calls or other communications between the Peers and the Participant.



**Peers** means a group of 2 or more musicians and/or composers with specific industry experience who review and give advice to the Participant in an area in which they have practical experience and knowledge.

**Register** means APRA AMCOS's register of works.

**Resolution Facilitator** means the resolution facilitator of Resolution Pathways

**Works** means each of the songs listed in Annexure A on which the Peers are asked to provide Advice.

## Background

1. The Works are registered with APRA AMCOS and the Participant disputes the composition and income percentage shares (the **Splits**) as claimed by the Non-participating Member on the basis that they do not reflect the agreed contribution of the Participant(s) and Non-participating Member(s) in the creation of the Works.
2. The Issue has been referred to Resolution Pathways. The Non-participating Member(s) has/have chosen not to enter a pathway with Resolution Pathways and the Participant chose to proceed with the Peer Review unilaterally. The Non-participating Member(s) has/have been notified in writing of this by the Resolution Facilitator.
3. The Peers will be provided with a confidential online facility for documentation to be provided and will have access to Zoom, Modron or an equivalent platform for meetings. The Peers will have access to technical support (for any IT needs) including online meetings and to the Chair to manage the flow of the Peer Review and answer questions.
4. The Chair is a consultant within Resolution Pathways and will be providing that service for this Peer Review. The Chair is a qualified mediator and experienced music industry advisor. The Chair will liaise between everyone involved in the process and will advise on the method of preparing a final Advice from an independent perspective.
5. Once the Advice is finalised it will be presented to the Participant in a format as agreed. The Participant can use the Advice to ask APRA AMCOS to change the Splits of the Works on the Register.

## Independence of the Peers

1. The Peers have been appointed by the Chair in consultation with the Resolution Facilitator. The Peers will provide the Participant with the Advice to the best of their ability. This acknowledges that the Advice expressed by the Peers is their own and provided in good faith to assist with the Issue.



- 2 The Peers confirm that they have no interest in the Issue nor have had any prior dealings with the Participant nor with the Non-participating Member(s) in relation to the Issue except as Peers selected for this Peer Review.
- 3 If in the course of the Peer Review any of the Peers become aware of any circumstances that might reasonably be considered to affect their or any other Peer's capacity to act impartially, the Peers will, to the extent that it is proper to do so, immediately inform the Chair of those circumstances. The Peers will continue to participate in the Peer Review only if the Participant agrees.

## Use of the Advice

- 4 The Peers give permission for the Advice to be sent to APRA AMCOS to enable APRA AMCOS to make its decision on the correct registration of the Works should the Participant choose to do so.

## Peers' Fees

- 5 The Participant will pay the cost of the Peer Review as specified in the Annexure A prior to the commencement of the Peer Review.
- 6 The costs specified in Annexure A are indicative only, and may be adjusted at the conclusion of the Peer Review. The Advice will be only be provided to the Participant once all costs are paid.

## Conduct of the Peer Review

- 7 The Peer Review, including all preliminary steps, shall be conducted in such manner as the Peers consider appropriate and the Peers may suggest:
  - (i) the exchange of information, materials or reports; and
  - (ii) a meeting with the Participant by video link.

## Communication

- 8 The Peers may communicate with the Participant orally or in writing, ensuring that any correspondence is copied to both Peers and the Chair and that all meetings by Zoom or other online means are attended by both Peers.

## Exclusion of Liability and Indemnity

- 9 The Peers will not be liable to the Participant for any act or omission in the performance or purported performance of the Peers' obligations under this agreement unless the act or omission is fraudulent.
- 10 No statements or comments, whether written or oral, made or used by the Participant, Peers or the Chair within the Peer Review can be relied on to found or maintain any action for defamation, libel, slander or any related complaint, and this document may be pleaded as a bar to any such action.



## Confidentiality

- 11 The Peer Review process is confidential. The Peers undertake to use the materials that they are provided only for the purpose of the Advice.
- 12 The Peers understand that their Advice may be considered by APRA AMCOS in an application by the Participant to amend the Register and the Peers hereby consent to such a use and for their Advice to be provided to APRA AMCOS by the Participant.
- 13 If this Advice provides an answer that is different to a registration in favour of the Non-participating Member(s), the Non-Participating Member(s) may seek to have the process reviewed and the Peers agree that the Advice may be used in any review or alternative process open to the Non-participating Member(s).
- 14 Subject to Clause 12 and 13 the Advice cannot be published (including sharing on social media) without the written consent of all of the Participants, the Peers and the Chair.
- 15 The Peer Review and the Advice cannot otherwise be discussed in public. The Participant and the Peers can reference that they have been part of a Peer Review process as long as they don't mention the names of those involved in the Peer Review or its outcome.

## Termination

- 16 This agreement survives termination of the Peer Review arrangement.

### The parties signing the agreement:

#### The Participant:

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#### Print name:

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#### Date:

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**Signed By Peer 1:**

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**Print name:**

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**Date:**

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**Signed By Peer 2:**

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**Print name:**

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**Date:**

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**Signed By Chair:**

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**Print name:**

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**Date:**

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**ANNEXURE**

**1. The Issues and The Works that are the subject of the Peer Advice.**

[INSERT DESCRIPTION OF THE ISSUE]

**2. Indictive Fees and Disbursements:**

Peer Fees (per day): \$[INSERT + ANY GST]

Chair fee: \$[INSERT + ANY GST]

Estimated Disbursements: \$[INSERT] + GST

**TOTAL: \$[INSERT] + GST**





**DOCUMENT CONTROL**

Current as at June 7 2021

<b>DATE</b>	<b>COMMENT</b>	
<b>12 May 2015</b>	<b>Legal sign off</b> <b>Placed on letterhead</b>	
<b>7 June 2021</b>	<b>Document update</b>	

