

**INDEPENDENT PRODUCTION AGREEMENT  
("AGREEMENT")**

**between**

**THE ALLIANCE OF CANADIAN CINEMA,  
TELEVISION AND RADIO ARTISTS ("ACTRA")**

**and**

**THE CANADIAN MEDIA  
PRODUCERS ASSOCIATION ("CMPA")**

**and**

**ASSOCIATION QUEBECOISE DE LA PRODUCTION  
MEDIATIQUE ("AQPM")  
(COLLECTIVELY, "THE ASSOCIATIONS")**

**covering**

**PERFORMERS IN INDEPENDENT PRODUCTION**

**January 1, 2019, to December 31, 2021**

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**PART A: ARTICLES OF GENERAL APPLICATION****A1 – RECOGNITION AND APPLICATION**

- A101     **Bargaining Unit** The Producer recognizes ACTRA as the exclusive bargaining agent of Performers as defined in this Agreement with respect to all minimum terms and conditions provided for by this Agreement. It is further recognized that ACTRA has exclusive jurisdiction over all Productions in Canada, save and except Productions produced in the French language.
- A102     This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in Productions produced by any method in Canada or on location outside Canada.
- A103     (a) The terms of this Agreement are the result of negotiations between representatives of the Associations and ACTRA. The Associations represent and warrant to ACTRA that they are the exclusive bargaining agent for each Producer listed in Appendix 1, by virtue of each Producer having executed, or being deemed by the provisions of Appendix 1 to have executed, the 1995–1998 version of the Negotiation Protocol, the 1999–2001 version of the Negotiation Protocol, the 2002–2003 version of the Negotiation Protocol, the 2004–2006 version of the Negotiation Protocol, the 2007–2009 version of the Negotiation Protocol, the 2010–2012 version of the Negotiation Protocol, the 2013–2015 version of the Negotiation Protocol, or the 2016 – 2018 version of the Negotiation Protocol (the current version of the Negotiation Protocol is Appendix 2). The Parties therefore agree and acknowledge that all of the Producers listed in Appendix 1 are Parties to this Agreement.
- (b) While the terms and conditions of this Agreement are in effect, any Producer who is not a Party to this Agreement pursuant to Article A103(a), but who agrees to become a Party to this Agreement, shall sign a Voluntary Recognition Agreement acknowledging that ACTRA is the exclusive bargaining agent of Performers and signifying its acceptance of the terms and conditions contained herein (see Appendix 3). The Voluntary Recognition Agreement shall be executed in any number of counterpart originals, each counterpart signed by a Producer

having the same effect as an original.

- A104     **Administration of Agreement** This Agreement shall be administered jointly by ACTRA and the Associations in all its facets, on a principle of equality between ACTRA and the Associations in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation of the meaning of the clauses in this Agreement may be directed to either of the Associations or to ACTRA. Neither of the Parties shall give interpretations that are binding upon the other without the written agreement of the other. No Parties to the IPA shall be held responsible for any interpretation.
- A105     This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to Productions produced pursuant hereto, and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Parties to be bound thereby.
- A106     **Rights of Producer** Except to the extent specifically modified in this Agreement, all rights and prerogatives of management, administration, and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:
- (a) the right to maintain efficiency, discipline, and order, and to discipline and discharge Performers in accordance with this Agreement; and
  - (b) the right to select and hire Performers and other personnel; the right to establish the methods and means of production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business in the most effective way it sees fit, without interference.
- A107     **Preservation of Bargaining Rights** The terms of Article A1 shall be subject to and read together with the provisions of Appendix 4, Preservation of Bargaining Rights.

**A108 General Provisions**

- (a) Capitalized words generally indicate that the terms are defined in Article A3, A4, C201, or elsewhere in this Agreement.
- (b) The term “ACTRA” refers to the Alliance of Canadian Cinema, Television and Radio Artists and includes, where the context requires it, any branch or local union of ACTRA.
- (c) The term “day” shall mean calendar day, unless otherwise stated, and “business day” shall mean a day of the week that excludes Saturdays, Sundays, and statutory holidays.
- (d) Notices or documents required to be given or sent pursuant to this Agreement shall be delivered personally or by courier, or sent by fax, or sent by email addressed as follows:

To ACTRA: ACTRA  
Email: ned@actra.ca  
Fax: (416) 489-8076  
625 Church Street, 3rd Floor  
Toronto, ON  
M4Y 2G1  
Attention: National Executive Director

**To the Associations:**

Canadian Media Producers Association  
Email: toronto@cmpa.ca  
Fax: (416) 304-0499  
1 Toronto Street,  
Suite 702  
Toronto, ON  
M5C 2V6  
Attention: National Industrial Relations

Association Québécoise de la Production Médiatique  
Email: actra@aqpm.ca  
Fax: (514) 392-0232  
1470 Peel Street, Tower A, Suite 950  
Montréal, QC  
H3A 1T1  
Attention: Labour Relations Counsellor

**To the Producer and to the Performer:**

At the address or fax number noted on the Voluntary Recognition Agreement, the deal memo, the contract, or other such address as the Producer or Performer advises the other parties hereto from time to time.

- (e) **Deemed Receipt** In this Agreement, notices or other documents shall be deemed to be received by the Party to whom it is addressed (the “addressee”)
  - (i) on the same day, if transmitted by fax or email prior to 15h00 local time of the addressee, or if delivered personally to the addressee; or
  - (ii) the next business day, if transmitted by fax or email after 15h00 local time of the addressee unless the addressee is able to prove that a reasonable sender ought to have known that the document would not reach the addressee using the above methods and that the said document has not actually been received by him or her.
- (f) **Gender and Number** Where the context so requires references to any gender shall include all genders, and the singular shall include the plural and the plural the singular.
- (g) **HST/GST/QST** The HST, GST, QST or any like or successor tax shall be paid in respect of Administration Fees and any other amounts set out in this Agreement to which such tax is applicable.
- (h) **Payment Periods** All references to Period 1 shall mean from January 1, 2019, to December 31, 2019; references to Period 2 shall mean from January 1, 2020, to December 31, 2020; and references to Period 3 shall mean from January 1, 2021, to December 31, 2021.

<b>A2 – EXCLUSIONS AND WAIVERS</b>
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- A201 **Performer** means a person who is engaged to appear on-camera or whose voice is heard off-camera in any manner whatsoever, subject to Articles A202 and A203.
- A202 Subject to Article A204, the rates and conditions of this Agreement shall not apply to
  - (a) a member of the Armed Forces of Canada when appearing in any

Production primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education, or information relating to the Armed Forces;

- (b) children under the age of 16, without professional status, appearing as themselves in a Production;
- (c) a person performing as an instrumentalist, musician, or conductor of a band, chorus, or choir, who is within the jurisdiction of the Canadian Federation of Musicians;
- (d) a member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction;
- (e) a person or persons performing their regular employment duties or professional duties (other than Performers) at their regular place or places for performing such duties, or persons pursuing their normal activities in or about their place of abode, except where such person or persons are rehearsed or directed so as to provide individual characterization;
- (f) a contestant participating in a quiz program or game program, except where such contestant is rehearsed to develop an individual characterization.
- (g) persons holding or candidates for public office, except if performing a Role.

A203 Subject to Article A204, in the case of Documentary and Industrial Programs, the rates and conditions of this Agreement shall not apply to

- (a) persons holding or candidates for public office;
- (b) non-professional choirs, choruses, dancing groups, and other non-professional groups of ethnic, religious, educational, cultural, or philanthropic organizations not operated for the profit of their individual members;
- (c) persons appearing in a single Production in relation to news, education, or public affairs, or because they are specialists whose regular employment or whose activity is in the field in which they report or comment, such as government employees, college professors, or members of a recognized profession, provided, however, that they shall be limited to three (3) occasions in any calendar year;

- (d) members of the Armed Forces; inmates of institutions such as schools, hospitals, or prisons; or undirected and unpaid members of the public.
- (e) persons appearing as themselves, including ACTRA members, except when they are performing a Role.

A204 When a member of ACTRA is engaged in the above excluded categories A202(b), (e), or (f) or A203(b) or (c), the rates and conditions of this Agreement shall apply to such members, but participation in a Production by an ACTRA member in such excluded category shall not require the qualification of non-ACTRA participants in that Production who also appear in such excluded category. The Producer may request ACTRA to waive the application of the Agreement when an ACTRA member is engaged in categories A202(e) or (f).

#### A205 **Consent to Waive Minimum Fees**

- (a) **Tribute Documentaries** A Performer who is interviewed for a tribute documentary is entitled to waive any applicable interview fee required under this Agreement at their discretion. A copy of the waiver is to be provided to ACTRA.
- (b) **“Making of” Documentaries** A Performer may voluntarily consent to waive their minimum fee for the inclusion of a performance, interview, or appearance in a Documentary Program the subject of which is “the making of” the Production in which the Performer has been engaged.

### A3 – PERFORMER DEFINITIONS

- A301 **Actor** means a Performer engaged to speak, sign, or mime five (5) or fewer Lines of Dialogue, or whose performance constitutes an individual characterization notwithstanding the absence of dialogue.
- A302 **Animation Performer** means a Performer engaged to voice a Role or Roles in an animated Production or Productions.
- A303 **Announcer** means a Performer engaged to deliver continuity or a message other than a commercial.
- A304 **Background Performers** See Article C2 for definitions.

- A305 **Cartoonist** means a Performer who draws cartoons or caricatures as part of a performance. A Cartoonist shall be categorized as a Principal Actor.
- A306 **Choreographer** means a Performer who creates and/or stages dance numbers.
- A307 **Chorus Performer** means a Performer engaged to appear in a Production in any combination of two or more of the categories of Group Singer, Group Dancer, or Actor.
- A308 **Dancer** means a Performer who performs choreographed dancing, swimming, or skating, either alone or with others.
- A309 **Group Dancer** means one (1) of two (2) or more Dancers, except duos engaged in dance.
- A310 **Group Singer** means one (1) of two (2) or more Singers, except duos.
- A311 **Host** means a Performer who introduces or links segments of a Production. Included among the categories of Host are Master of Ceremonies, Moderator, Quiz Master, and Interviewer.
- A312 **Model** means a Performer engaged to display or physically illustrate a product, idea, or service.
- A313 **Narrator or Commentator** means a Performer other than an Animation Performer engaged to perform narrative material or commentary on- or off-camera.
- A314 **Off-Camera Performer** means a Performer (other than an off-camera Narrator or Commentator or Animation Performer) engaged to execute or interpret a Role in a Production.
- A315 **Panelist** means a member of a group who are expressing opinions.
- A316 **Performer** See Article A201 for definition.
- A317 **Principal Actor** means a Performer engaged to speak, sign or mime six (6) or more Lines of Dialogue, or an Actor engaged to perform a major Role without dialogue (e.g., screenplay for *Johnny Belinda*, or Gigot in *The Wool Cap*).
- A318 **Puppeteer** means a Performer who manipulates hand puppets or marionettes; in this definition “manipulating” means the movement,



placing, and positioning of a puppet or marionette.

- A319 **Singer** means a Performer engaged to sing either alone or with others.
- A320 **Specialty Act** means any act, either individual or group, that is available as a rehearsed entity (except for camera Rehearsals) ready for performance prior to an engagement.
- A321 **Sportscaster** means a Performer who does play-by-play description of a sporting event or who reports or announces what has transpired, is transpiring, or is about to transpire in the sporting field, or an Announcer specializing in sports or commenting thereon.
- A322 **Stunt Performer** means a Performer specially trained and knowledgeable in the engineering of and performance of stunt work, as the term is generally understood in the industry, relating to a performance that would be considered dangerous if not performed by a Performer with such special training.
- A323 **Variety Principal** means a Performer engaged to appear in any combination of the categories Actor, Singer, Host, or Dancer.
- A324 **Vocal or Dialogue Coach** means someone engaged to coach Performers in either vocal or script delivery techniques.

#### A4 – DEFINITION OF TERMS

- A401 **Above-Minimum Fee** means the fee or fees that a Performer has contracted at rates in excess of the minimum fees and terms provided for in this Agreement. Above-Minimum Fees may or may not apply to overtime fees, other work fees, residual and prepaid Use fees, penalty provisions, and any other additional or supplementary fees, depending on what is stipulated in the individual contract between the Performer and the Producer.
- A402 **ADR** See Post-synchronization.
- A403 **Audition** means the visual and/or oral auditioning with or without cameras of a Performer or a group of Performers for the purpose of determining the Performer's or Performers' value or suitability for a specified performance, and includes screen and/or voice tests wherein a Performer, Specialty Act, or group of Performers is tested for ability, talent, physical attributes, and/or suitability for inclusion in a Production.

- A404 **Availability Enquiry** means an approach to a Performer regarding the Performer's interest in and/or availability for an engagement.
- A405 **Billboard** means an off-camera qualifying message on behalf of an advertiser that contains descriptive selling words or phrases qualifying the actual mention of the advertiser's name, product, services, or outlets, and occurs at either the opening or closing of a Production.
- A406 **Booking** means notification to a Performer and acceptance by the Performer of an engagement on a definite date or dates.
- A407 **Bumper** means a short non-commercial announcement in the nature of "We'll be right back."
- A408 **Cable Television** means the exhibition of a Production on television by means of cable, satellite, master antenna, or any combination thereof, where the signal embodying the Production is packaged with other signals or programming services for which a single fee is charged for all or some of such signals or services. Cable Television Use includes "basic cable" channels and "specialty" channels but does not include Network Television, Syndicated Television, or Pay Television.
- A409 **Call** means the place and hour of commencement of work for a Performer.
- A410 **Compact Devices** means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette, laser disc, CD-ROM, or any other similar format intended primarily for private, in-home exhibition.
- A411 **Contracted Fee** means the fee for services contracted for the guaranteed work time specified in the contract of the individual Performer.
- A412 **Distant Location** means a location at which a Performer is required to remain away and be lodged overnight.
- A413 **Documentary Program** means an information Production that is designed not to be purely entertainment and which may include drama or variety techniques in achieving its information goal.
- A414 **Domestic Run** means the broadcast on television of a Production, either simultaneously or not, once in any or all cities or areas in Canada served

by television stations. (Note: A broadcast on an English and a French station in the same city or area does not constitute a rerun.)

- A415 **Dubbing** means the voice synchronization by a Performer off-camera to match the performance of a Performer in an existing Production originally produced in a language other than English.
- A416 **Educational Television** means curriculum-based programming.
- A417 **Episode** means one Production, complete in itself, but forming part of a Series.
- A418 **Fact-based/Lifestyle Production** is a television Production with an average budget below \$316,970 per half-hour, on a non-fictional theme, excluding drama Productions, Documentaries and game shows. Fact-based/Lifestyle Productions include home renovation, cooking, travel and reality programs.  
Examples include *Lofters* (reality program), *Meet the Folks* (reality contest), *Canadian Idol* (talent contest), *Wedding Story* (fact-based reality) and *Trading Places* (lifestyle reality).
- A419 **Free Television** means exhibition defined as Network and/or Syndicated Television.
- A420 **Gross Fee** means total compensation paid to a Performer during a Production, exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs, as agreed.
- A421 **Industrial Program** means a Production that is not less than three (3) minutes in length and which is produced to promote directly or indirectly the image of an organization, to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.
- A422 **Interstitial** means filler material that in itself does not constitute a Production and which is produced for the purpose of filling short periods of time between main items of programming on Pay or Cable Television (excluding commercials, Billboards, and Public Service Announcements).
- A423 **Line of Dialogue** means a line of script of ten (10) words or less including directed but unscripted dialogue.

A424 **Lip Synchronization** means the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer. Incidental use of other languages in a Production will be considered Lip Synchronization.

A425 **Mini-series** means a single Production of predetermined length intended for broadcast in segments, which Production has a single essential storyline beginning in the first segment and concluding in the last.

A426 **Nearby Location** means a location outside of the studio zone at which Performers are not lodged overnight but return to the studio zone at the end of the workday.

A427 **Net Fees** means the fees that are earned by a Performer on days during which Performers work in front of the camera or behind the microphone, including blocking and ADR, and that are used for the purpose of calculating residuals and Use payments. For greater certainty, the following conditions apply:

- (a) The following fees are included in the calculation of Net Fees: fees earned for the minimum eight (8) hour workday and any Rehearsal, makeup/hairdressing/wardrobe, and overtime on such day. For clarity, fees earned on a contracted day of work in which a Performer reports for work but does not actually go in front of the camera or microphone, for whatever reasons (delay caused by technical difficulty, etc.), shall be considered to be part of Net Fees.
- (b) The following are excluded in the calculation of Net Fees: prop shots, meal penalties, travel time (except when travel is part of an eight [8] hour workday), penalties for violation of the rest between days (Article A1301), Rehearsals and Reading Sessions (except, as in paragraph [a] above, on a workday), cancellations or postponements that are in accordance with Article A19, hold-overs on location (Article A1801), talent Audition fees, late payment penalties, wardrobe fitting or special makeup (except, as in [a] above, on a workday), and expense monies, such as per diem allowances, travel costs as agreed upon, etc.

A428 **New Media** means all media currently known in the marketplace, other than those media listed in Article A445(a)(i-vii), including but not limited to download-to-rent (“DTR”), subscription video on demand (“SVOD”),

ad-supported video on demand (“AVOD”), and paid permanent downloads (a.k.a. “electronic sell-through” or “download- to-own,” hereinafter referred to as “EST”).

- A429 **Network Television** means any Canadian network so recognized by the CRTC and any American network so recognized by the FCC.
- A430 **Non-theatrical** means the distribution in all formats in all media save for Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, Compact Device distribution, and New Media, except Uses contemplated in Article B515 of this Agreement.
- A431 **Pay Television** means the exhibition of Productions on a television receiver by a Pay Television network operator distributed by means of broadcast, cable, closed-circuit, direct broadcast satellite (DBS), or any other form of distribution, whether in conventional, scrambled, encoded, or otherwise altered form, where there is a requirement that the audience shall make a payment to receive such Production. Such payment may be in the form of (i) a separate amount for each Production or portion thereof, or (ii) a payment to receive a dedicated Pay Television channel, which payment is made either in addition to a regular Cable Television subscription fee or to the proprietor of a freestanding microwave distribution system or a satellite master antenna television distribution system (SMATV) that distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay Television.
- A432 **Pilot Program** means a Production that is produced as one of a projected Series to enable the Producer to determine whether the Producer will produce the Series at a later date.
- A433 **Post-synchronization** (or ADR: Additional Dialogue Replacement) means the voice synchronization by a Performer of their voice to their own on-camera performance.
- A434 **Producer** means the individual, company, corporation, or organization that controls, administers, directs, and is responsible for the production of any Production, whether or not he, she, or it is or will be an owner of copyright of the finished Production. See also Article A1 and Appendix 4.
- A435 **Production** means a recorded audio and/or visual work embodying the services and results of Performers, whether such recorded work is fixed on film, tape, or otherwise, and includes but is not limited to each Episode of a Series, a Pilot, etc., regardless of the method of delivery.

- A436 **Public Service Announcement** means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.
- A437 **Reading Session** means when Performers attend a script-reading session with other cast members for the benefit of the writer and/ or director.
- A438 **Rehearsal** means when Performers attend a rehearsal session with or without other cast members for the benefit of the Producer, writer, and/or director.
- A439 **Residual Market** means a market in which the Production is exploited, apart from the market that is included in the declared Use.
- A440 **Risk Performance** means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a stunt or stunts) which action could be considered dangerous and beyond the Performer's general experience, or the placing of the Performer in a position that would normally be considered hazardous.
- A441 **Role** means the part to be portrayed by a Performer as an individual characterization.
- A442 **Series** means a number of Episodes produced as a group to be presented in a regular pattern.
- (a) **Episodic Series** means a Series held together by the same title or identifying device common to all of the Episodes, plus a character or characters common to many or all of the Episodes.
  - (b) **Serial** means a Series in which the same characters carry on a continuing narrative.
  - (c) **Anthology Series** means a Series where each Episode contains a separate complete story or other complete program entity, without a character or characters common to each of the Episodes, but held together by the same title, trade name or mark, or identifying device or personality common to all of the Episodes. A continuing Host shall not be considered a character common to each of the Episodes.
- A443 **Substantial Snack** means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. The occasional provision of prepared sandwiches shall not constitute a breach of this Article. During the winter, at least one food item shall be hot or warm (e.g.,

soup).

A444 **Syndicated Television** means exhibition on Free Television, broadcast by UHF or VHF, other than Network Television.

A445 **Use**

(a) **Use** means the exhibition or broadcast of a Production that is:

- (i) on Free Television
  - (1) Network Television
  - (2) Syndicated Television
- (ii) on Cable Television
- (iii) on Pay Television
- (iv) Theatrical
- (v) Non-theatrical
- (vi) on Compact Devices
- (vii) Educational
- (viii) New Media

(b) The following uses that occur pursuant to and during the term of any Television (Network, Syndicated, Cable, Pay and Educational) licence shall be considered part of Television Use:

- (i) Availability of the Production for linear streaming simultaneous with the television exhibition (including on a virtual multichannel video programming distributor (“vMVPD”))<sup>1</sup> ;
- (ii) Availability of the Production on any free-to-consumer platform (e.g., non-simultaneous viewing when the consumer does not pay a specific fee to view the Production, such as on Globaltv.com); and
- (iii) Availability of the Production on any CRTC-licensed video-on-demand (“VOD”) service or VOD service of a multichannel video programming distributor (“MVPD” (including a vMVPD)) or any similar service that currently exists or may hereafter be developed for which the consumer is not required to pay a separate charge for access to that service.

For clarity, any Use by a licensee of a Production on any of the platforms set out above (linear streaming platform, free-to-

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<sup>1</sup> For clarity, a vMVPD includes a service with a single linear channel, e.g., CBS All Access.

consumer platform, MVPD, vMVPD, AVOD service, or CRTC-licensed VOD service) when the licensee does not also have the right to exhibit the Production on Television (Network, Syndicated, Cable, Pay and Educational) is considered an exercise of New Media Use rights.

- (c) When a Pay Television service (such as HBO or Showtime) also provides to its subscribers, without an additional subscription fee, the ability to access such service via an over-the-top (“OTT”) method of delivery (such as HBO Go or Showtime Anytime), the availability of a Production so delivered shall be considered part of Pay Television Use.

Likewise, when a Pay Television service can only be accessed OTT (such as HBO Now or the OTT subscription service of Showtime), the availability of a Production so delivered shall be considered part of Pay Television Use.

- A446 **Variety Program** means a Production that consists of songs, music, dances, sketches, vignettes, blackouts, and similar material, ordinarily as a mixture of some or all of such elements.

## A5 – OBLIGATIONS OF PRODUCERS

- A501 **Preference of Engagement** The Producer agrees to give preference of engagement to members of ACTRA, subject to the terms of Article A7. For the purposes of this Article, Apprentice members shall be considered to be members of ACTRA, except as provided for in Article C301.

A502 **Equal Opportunity Policy**

- (a) The Producer will not discriminate against any Performer, including any Background Performer because of age, ancestry, race, sex, citizenship, creed, colour, sexual orientation, gender identity, gender expression, disability, ethnic origin, national origin, place of origin, marital status, or family status, as prohibited by law. In accordance with this policy the Producer will make every effort to cast Performers belonging to all groups in all types of Roles, so that the composition of Canadian society may be portrayed realistically. The Performer agrees that the Performer will not discriminate



against any Producer or fellow Performer or refuse to work for any Producer or with any Performer because of age, ancestry, race, sex, citizenship, creed, colour, sexual orientation, gender identity, gender expression, disability, ethnic origin, national origin, place of origin, marital status, or family status. In light of the foregoing, the Producer is committed to inclusive casting policies that are based on ability and the requirements of a particular Role.

- (b) All Roles in a Production shall be open to all Performers regardless of age, ancestry, sex, citizenship, race, creed, colour, sexual orientation, gender identity, gender expression, disability, ethnic origin, national origin, place of origin, marital status, or family status, except those Roles that may be restricted because of specific requirements. In initiating casting sessions, Producers shall indicate, as known, those Roles that are so restricted.
- (c) Demographic breakdown sheets provided by ACTRA shall be made available by the Producer to Performers for completion. The Producer will forward the completed sheets to the local ACTRA office.
- (d) **Affirmative Action for Performers with Disabilities** In respect of any available Roles that require a Performer to portray a person with a disability, the Producer will liaise with ACTRA prior to casting these Roles with a Performer who does not have a disability. The Producer will take appropriate steps to ensure that Performers with disabilities have a reasonable opportunity to audition for such Roles. The Producer will provide ACTRA with the information set out in Article A506(r).
  - (i) Casting or production facilities which are barrier-free for Performers with disabilities shall be used when such facilities exist and are available.
  - (ii) In respect of any Role that requires a Performer to portray a character with a disability, the Producer agrees to include these facts in the casting breakdown, if known, so as to enhance the opportunity for Performers with similar disabilities to audition for the Role.

### A503 **Freedom from Discrimination and Harassment**

ACTRA, the Associations, and the Producer (the “Parties”) agree that everyone should be able to work without fear of harassment or violence, in a safe and healthy environment. The Parties further agree to

work cooperatively with each other so that the principles of this section are honoured.

- (a) The Producer shall use its best efforts to maintain a working environment that is free from discrimination, harassment (which includes sexual, racial, or personal harassment), and violence. To that end, the Producer shall comply with all applicable obligations pursuant to human rights and health and safety legislation.
- (b) For the purposes of this Article, sexual harassment includes without limitation, behaviour such as:
  - (i) unwanted conduct, or a course of conduct, of a sexual nature made by a person who knows or ought reasonably to have known that such conduct is unwanted;
  - (ii) implied or expressed promise of reward for complying with a sexually oriented request;
  - (iii) implied or expressed threat of reprisal, in the form of either actual reprisal or denial of opportunity, for refusal to comply with a sexually oriented request; and
  - (iv) sexually oriented remarks and behaviour that may reasonably be perceived to create a negative psychological and/or emotional environment for work.
- (c) For the purposes of this Article, racial harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, where such comment or conduct shows disrespect or causes humiliation to a Performer because of the Performer's race, colour, creed, ancestry, place of origin, or ethnic origin.
- (d) For the purpose of this Article, personal harassment includes any comment or conduct that is known or ought reasonably to be known to be unwelcome or offensive, which creates an unduly intimidating working environment, which denies individual dignity and respect or which threatens the economic livelihood of that individual.
- (e) When a Performer believes that this Article has been breached in any way, the Performer shall immediately inform the Producer or its designated representative, either directly or with the assistance of the ACTRA representative, of the unwelcome or offensive comment or conduct. When authorized by the complainant, the

ACTRA representative shall, without delay, make the complaint known to a representative of the Producer. ACTRA will refer the complainant to the Producer's harassment policies and encourage the complainant to notify the Producer. In any event, ACTRA will request permission to notify the Producer of the complaint. The Performer may at their discretion make their disapproval known to the individual whose conduct is in question. The Producer shall take immediate steps to investigate a complaint brought to its attention in as discreet and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated this Article.

- (f) Because of the sensitive nature of these types of complaints, all Parties shall address and resolve these complaints promptly and in as confidential a manner as possible.
- (g) The Producer will develop a statement on anti-harassment and violence prevention which will be communicated to the cast and crew prior to or on the first day of work or production and the Producer shall make a copy of its policy available to Performers and/or ACTRA upon request. The Producer shall be deemed to have developed such statement where the statement replicates the language of paragraphs (a) to (f) of this Article.
- (h) The Parties agree that a Performer who violates this Article of the IPA or violates the Producer's statement on anti-harassment and violence prevention by engaging in harassing and/or violent behaviour towards any other individual engaged on the Production, or by not respecting the statement, has engaged in misconduct of a serious nature for the purposes of Article A1905 of the IPA.
- (i) Retaliation or reprisals against any Performer who, in good faith, raises a bona fide complaint pursuant to this Article will not be tolerated.

**A504 No Requirement for ACTRA Members to Work with Non-members** The Producer shall not require a Performer to work in any Production with anyone who is not either a member of or the holder of a work permit issued by ACTRA, subject to any exclusions set out in this Agreement (e.g., Articles A202, A203, and C5).

A505 **Artistic Competence** The Producer assumes the risk of artistic competence of a Performer.

A506 **Production Information** The Producer shall submit to the nearest local ACTRA office not later than forty-eight (48) hours, whenever possible, and in any event not less than twenty-four (24) hours prior to the first scheduled working day, the following information, when known:

- (a) name of Producer
- (b) title of Production
- (c) season, Episode, Episode number, and ISAN number (if available)
- (d) Production dates and location
- (e) cast list of Performers
- (f) persons or groups for whom work permits are required
- (g) name of Production liaison (see Article A515)
- (h) names of all Minors engaged, with their dates of birth and the names of the Parent(s) of each Minor
- (i) names of Performers engaged to appear nude, as described in Article A24
- (j) total cast budget
- (k) script (excluding Series scripts, unless requested by ACTRA)
- (l) casting notices (if requested by ACTRA)
- (m) description of stunts (if requested by ACTRA)
- (n) contracts for non-Canadian Performers entered into by the Producer, except for those contracts that the Producer has filed with a foreign guild or union with which ACTRA has a reciprocal agreement (as soon as possible)
- (o) the total amount of compensation, up to the maximum as provided for in the applicable agreement, for any Performers in respect of whom the American Federation of Television and Radio Artists (AFTRA) and the Screen Actors Guild (SAG) pension and health (P&H) contributions will be made through the ACTRA Performers' Rights Society (ACTRA PRS). An administration fee of one percent (1%) of the total P&H contributions shall be remitted to the ACTRA PRS.
- (p) Distributor's Assumption Agreement, when available (Appendix 9, as provided for in Article A520)
- (q) Background Performer breakdown, if and when available

- (r) any Roles that require Performers to portray characters with disabilities, the name of each Performer cast for such Role, and whether the Performer cast has a disability
  - (s) whether a psychologist is required pursuant to Article A2709
- A507 **Minimum Terms and Conditions** This Agreement represents minimum rates and working conditions. No Performer shall be compensated at rates or fees less than those provided herein or subject to working conditions that are less favourable than the provisions of this Agreement.
- A508 **Right to Negotiate Above Minimums** The Producer shall not restrict the right of the Performer to negotiate terms (including rates or fees) and conditions in excess of the minimum provisions of this Agreement. While the Producer may advise that a Role has been budgeted at minimum fees, such advisement, in oral or written notices, must state that Performers who work above minimum fees are welcome to audition and will be considered.
- A509 **Protection of Above-Minimum Terms** Performers engaged at terms or conditions in excess of the minimum provisions of this Agreement shall be entitled to exercise all the benefits and protection of the provisions of this Agreement.
- A510 **Assignment of Fees** All payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party, or in the event of a court order.
- A511 **Access to Studio or Location** The Producer shall allow an ACTRA representative access to sets and locations, upon reasonable notice, to verify compliance with the terms of this Agreement. Any such access shall not interfere with the Production schedule.
- A512 **Contracting Out** The Producer shall require any subcontractor that it engages to make a Production in Canada to apply rates that are not less than the rates set forth in this Agreement and to adhere to all the other terms and conditions of this Agreement. This requirement shall be a condition of engagement of such an independent Producer.
- A513 **Production Records** The Producer shall maintain adequate records with respect to Performers. Such records shall include the following:

- (a) names of Performers engaged and categories of performance
- (b) date or dates of services rendered by Performers
- (c) Performer Work Report
- (d) amount paid for such services
- (e) time sheets, including ADR
- (f) name and number of the Production or Episode (where applicable)
- (g) date of the first Use in each medium, when known
- (h) any additional Uses of a Production, providing dates and nature of the additional Uses and payments made to the Performers concerned
- (i) daily Call sheets (if such Call sheets are not available, information normally included in the Call sheet[s] will be supplied to ACTRA or its designated representative)
- (j) copies of published shooting schedules and published updates
- (k) calculation sheets
- (l) final cast list

**A514 Performer Work Report**

- (a) When requested by ACTRA, the Producer shall furnish ACTRA with a copy of information relating to any Performer concerning any or all of the matters referred to in Article A513. To facilitate the maintenance of such information, the Producer shall be supplied by ACTRA with Performer Work Report forms, as reproduced in Appendix 5, and shall ensure that such forms shall be available to the Performers at the location of work.
- (b) When a Performer and a Producer's representative sign the work report (Appendix 5), the representative of the Producer shall, if presented with it at the same time, sign the Performer's personal time record (diary). A copy of the work report shall be sent to the local ACTRA office.

**A515 Production Liaison** The Producer shall advise ACTRA of the name of the person having responsibility for Production liaison with Performers engaged for a Production. The Production liaison shall attempt to redress Performer complaints and shall work with the ACTRA Business Representative to resolve disputes.

**A516 Security for Payments Due During Production**

- (a) **Requirement for Security** ACTRA is entitled to require a Producer to post, no earlier than thirty (30) days prior to the commencement of work by the Performers, a security for payment sufficient to cover two (2) weeks' Performer payroll (to be based upon the production schedule provided by the Producer) and the insurance and retirement payments. The security for payment may take the form of a cash deposit to be held in trust by ACTRA in an interest-bearing account, and all accrued interest shall be the property of the Producer; or, at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of ACTRA, drawn on a Canadian chartered bank.
- (b) **Cash Bond** In the case of a cash bond,
  - (i) the Producer will post the bond not more than fifteen (15) business days and not less than five (5) business days prior to the commencement of work by the Performers;
  - (ii) ACTRA shall be entitled, upon written notice to the Producer and upon resolution of any dispute in favour of the Performer or ACTRA, to make payment from the cash bond to the extent of any amounts found due. The notice shall stipulate the amount claimed and that such amount is due to ACTRA as a result of a default by the Producer of its payment obligations as specified in the Agreement;
  - (iii) ACTRA will repay the cash bond less any amounts in dispute within thirty (30) days after the completion of principal photography, provided that the Producer has provided ACTRA with a Security Agreement in accordance with Article A517(b), or a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor pursuant to Article A517(c), and will repay the balance, if any, within five (5) days of the resolution of a dispute in the Producer's favour.
- (c) **Letter of Credit** In the case of a letter of credit, the face of the letter of credit shall specify that
  - (i) the said letter of credit shall have a term commencing not more than fifteen (15) business days and not less than five (5) business days prior to the commencement of work by the Performers;

- (ii) ACTRA shall be entitled, upon written notice to the Producer and upon resolution of any dispute in favour of the Performer or ACTRA, to draw down on the letter of credit to the extent of any amounts found due. The notice shall stipulate the amount claimed and that such amount is due to ACTRA as a result of a default by the Producer of its payment obligations as specified in the Agreement;
- (iii) the letter of credit shall be released within thirty (30) days after the completion of principal photography, provided that the Producer has provided ACTRA with a Security Agreement in accordance with Article A517(b), or a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor pursuant to Article A517(c). However, if any amounts are in dispute, such amounts will be secured by a replacement letter of credit or cash bond to the extent of the amounts in dispute, and such amounts, if any, will be released within five (5) days of the resolution of a dispute in the Producer's favour.
- (d) After the original cash bond has been repaid or after the term of the original letter of credit, in the event of a dispute arising or remaining outstanding that involves outstanding payments due under this Agreement, the Producer agrees to post a new cash bond or to issue a new letter of credit in an amount equal to those amounts in dispute for as long as those amounts remain in dispute. ACTRA will repay the new cash bond within five (5) business days of the resolution of a dispute in the Producer's favour.
- (e) When a bona fide dispute arises, all remedies and recourse provided for by this Agreement shall be exhausted or an Arbitrator shall rule in favour of the Performer prior to any disbursement from the letter of credit or cash bond.
- (f) Subject to paragraphs A516(b)(iii) and (c)(iii), if the security for payment is not released and/or returned to the Producer within the time periods set forth in this provision, ACTRA shall pay to the Producer a late-payment charge of twenty-four percent (24%) per annum of that part of the security payment that has not been returned or released to the Producer, calculated and payable monthly from the date the payment is due until payment is made, with the first payment due on the sixteenth (16th) day following the date the payment is due.



- (g) **Production Guarantee** Notwithstanding Article A516(a), the Producer shall not be required to post as security a cash bond or letter of credit, but shall instead be entitled to provide ACTRA with a Production Guarantee from an Approved Production Guarantor in the form set out in Appendix 6, provided that the Production Guarantee is accompanied by a Security Agreement pursuant to Article A517(b) or a Distribution Guarantee (see Appendix 8) or Distributor's Assumption Agreement (see Appendix 9) from an Approved Distribution Guarantor pursuant to Article A517(c). The Producer shall give ACTRA notice no later than thirty (30) days prior to the start of principal photography of its intention to provide a Production Guarantee.
- (h) ACTRA may, at its sole discretion, accept the Alternate Guarantee set out in Appendix 24 of this Agreement.

#### A517 **Security for Payments Due After Production**

- (a) A Producer may provide security to ACTRA by way of a Security Agreement, or a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor (see Article A518[b]), to secure all of its obligations under Part B of the IPA, including the advance on Use or residual fees, insurance, retirement, and administration payments related to the Production, and any Use or residual fees.
- (b) **Security Agreement** A Security Agreement shall be in the form set out in Appendix 7A. Where it is contemplated that the Production will be distributed outside of the jurisdiction in which it is produced, ACTRA may request and the Producer will provide additional Security Agreements in forms that are registerable in the jurisdictions where, in the opinion of ACTRA, the Production may be distributed. The Security Agreement provided herein shall be discharged on delivery to ACTRA of a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor pursuant to Article A517(c).
- (c) **Distribution Guarantee and Distributor's Assumption Agreement** Only an Approved Distribution Guarantor (see Article 518[b]) shall be eligible to provide a Distribution Guarantee or Distributor's Assumption Agreement. A Distribution Guarantee shall be in the form set out in Appendix 8, and a Distributor's Assumption Agreement shall be in the form set out in Appendix 9 or 9A, as

applicable. The Distribution Guarantee or Distributor's Assumption Agreement shall be terminated on delivery to ACTRA of a Security Agreement pursuant to Article A517(b) or a Distribution Guarantee or Distributor's Assumption Agreement from another Approved Distribution Guarantor.

- (d) ACTRA may, at its sole discretion, accept the Alternate Guarantee set out in Appendix 24 of this agreement.

A518

- (a) An Approved Production Guarantor shall mean an entity
  - (i) that the CMPA or AQPM confirms by written notice to be a Member in Good Standing;
  - (ii) that has maintained a permanent active entity with established offices and staff for the previous four (4) years, and has produced or financed the production of at least four (4) theatrical motion pictures or twenty-six (26) hours of television under this agreement or its predecessors;
  - (iii) that has had a good track record for payment of ACTRA members, excluding minor infractions; and
  - (iv) with respect to an application for Approved Production Guarantor status, ACTRA shall take into consideration the Producer's production record with Union des Artistes.
- (b) An Approved Distribution Guarantor shall mean an entity
  - (i) that has maintained a permanent active entity with established offices and staff for the previous six (6) years, and has produced or financed the production of at least eight (8) theatrical motion pictures or fifty-two (52) hours of television under this agreement or its predecessors;
  - (ii) that has had a good track record for payment of ACTRA members, excluding minor infractions; and
  - (iii) that is up to date in its reporting obligations to ACTRA and payments to ACTRA members.
- (c) ACTRA shall within thirty (30) days communicate in writing as to whether status has been denied. Failure to communicate denial in writing shall result in the Producer's being granted Approved Guarantor status. The thirty (30) day time limit may be extended by mutual agreement, which agreement shall not be unreasonably denied. When Approved Guarantor status is denied, the Producer

shall have recourse to the following appeal procedure. Should status as an Approved Production Guarantor or Approved Distribution Guarantor (provided that such Approved Distribution Guarantor is a Party to this Agreement) be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure:

- (i) ACTRA shall meet with the Producer within five (5) business days of denial of a request;
  - (ii) an appeal committee shall be formed that will consist of the National Executive Director of ACTRA and a representative of the CMPA or AQPM;
  - (iii) should there be no consensus at this meeting, in the case of a Production Guarantor, the Producer shall post the cash bond or letter of credit required by ACTRA as a gesture of good faith pending the outcome of presenting its case in front of the Joint Standing Committee as set out in Article A10 of the Performer Agreement; and in the case of a Distribution Guarantor, ACTRA shall be entitled to retain the security that it holds pending the outcome of the Joint Standing Committee;
  - (iv) should the Joint Standing Committee rule in the Producer's favour, ACTRA will immediately return the cash bond or letter of credit, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.
- (d) A list of Approved Production Guarantors and a list of Approved Distribution Guarantors shall be updated on a regular basis and shall be available from ACTRA and Associations' offices.

#### A519 **Purchaser's Assumption Agreement**

- (a) If the Producer sells or assigns, or otherwise disposes of any Production produced under this Agreement or any rights thereto, to a party other than a Distributor (in which case Article A520[a] will apply), the Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (i.e., the Purchaser) assumes the obligations for such payments by a Purchaser's Assumption Agreement in the form contained in Appendix 10, and ACTRA approves the assumption in writing. Such approval shall not be unreasonably

- (b) Upon seeking the approval of ACTRA of a sale, assignment, or other disposition as provided for herein, the Producer shall provide to ACTRA such information and material pertaining to the Purchaser as ACTRA may reasonably require, including, but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

**A520      Distributor's Assumption Agreement**

- (a) If the Producer or its successors assigns, licences, sells, disposes, or otherwise conveys any distribution rights in a Production produced under this Agreement, the Producer shall use its best efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder (i.e., a disposition the terms of which do not include a requirement to report revenue to a Producer), a Distributor's Assumption Agreement is a condition precedent to said sale or conveyance. The said Agreement shall be in the form attached as Appendix 9.
- (b) Upon seeking the approval of ACTRA to an assignment, licence, sale, disposition, or conveyance of distribution rights, the Producer shall also provide to ACTRA such information and material pertaining to the Distributor as ACTRA may reasonably require, including, but not limited to, the financial status and individual principals and directors of the Distributor, and the conditions of the Agreement of Purchase and Sale.
- (c) The Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the Distributor to whom the distribution rights have been sold, assigned, or otherwise disposed of assumes the obligations for such payments by a Distributor's Assumption Agreement in the form contained in Appendix 9, and ACTRA approves the assumption in writing. ACTRA's approval shall not be unreasonably withheld.

**133      Injury to a Performer** The Producer shall notify ACTRA as soon as possible of any accident, incident or injury to a Performer in the workplace and shall send to ACTRA within one (1) business day, a report setting forth the circumstances of the nature of the injury. A copy of the worker's compensation accident report and the daily

production report shall also be sent to ACTRA.

- A522     **Indemnity to Performer** The Producer shall indemnify the Performer against all legal costs and any judgement arising out of a performance based upon a script supplied to the Performer by the Producer and performed by the Performer as directed by the Producer, provided the Performer co-operates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.
- A523     **Provision of Video** If requested by ACTRA in writing, the Producer shall provide to the local ACTRA office (in a timely manner, but in any event no earlier than the date on which the Production is first broadcast in Canada) a videocassette recording of the Production at ACTRA's sole cost and expense. ACTRA shall utilize such video only for internal purposes and such video shall not be duplicated or provided to any person (whether an employee or otherwise affiliated with ACTRA) except as required to administer this Agreement.
- A524     Where available, workers' compensation insurance coverage, or equivalent, shall be provided to all eligible Performers. Where such protection is not available, the Producer shall provide equivalent workplace accident/injury insurance coverage. A summary of such coverage shall be provided to the Performer upon the Performer's request to the Producer.

#### A6 – OBLIGATIONS OF ACTRA AND PERFORMERS

- A601     Except by prior agreement with the Associations, ACTRA shall not enter into any agreement with any Producer of an independent Production at rates or terms more favourable to such Producer than those set forth in this Agreement, and shall not permit Performers to be engaged at rates less than those provided for herein or at terms more favourable to such Producer than those set forth herein.
- A602     **Professional Conduct** ACTRA undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Agreement. In the event that unprofessional conduct of one or more ACTRA members engaged under the provisions of this Agreement jeopardizes the day's production, the member or members,

subject to the Grievance procedure, may be found to be in breach of this Agreement and may be directed by a Joint Standing Committee or by a duly-appointed Arbitrator to provide compensation.

- A603 Failure to Fulfil Engagement** When a Performer does not fulfill a contracted engagement, which causes a cancellation, postponement, or delay of production, subject to the Grievance procedure the Performer may be required to forfeit the Performer's fee, except where the Performer's failure to fulfil such an engagement is caused by illness (subject to Article A1909) or other reason beyond the control of the Performer. Valid and verifiable certification of illness must be supplied if requested by the Producer. The Producer shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to ACTRA in trust, pending determination by the Joint Standing Committee of whether there has been a breach of contract by the Performer. The Joint Standing Committee will meet within seven (7) days of a dispute arising under this Article.
- A604 Performers to Report** Performers shall report to the Producer or its representative before leaving the studio or location following the completion of scheduled work. The Performer shall sign a Performer Work Report as provided for in Article A514 and shall ensure that a representative of the Producer also signs the same record. In the event of a dispute, the Performer shall report such dispute to an ACTRA Business Representative or the nearest local ACTRA office. Should the Producer require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.
- A605 Appointment of Business Representative** ACTRA may, as the occasion demands, appoint a full-time Business Representative or an in-cast Business Representative, or both, to generally enforce and administer the provisions of this Agreement at the studio or on location on behalf of ACTRA.
- A606 Performer's On-Set Obligations** A Performer shall at all times report to the set or location ready to work at the time of their Call. The Performer is required to know their lines of the scenes listed on the Performer's Call sheet at the time of arriving on the set or at the location. Performers will at all times comply with the reasonable requests and instructions of the Producer or its representative. The Performer will be reasonably familiar

with the terms of this Agreement.

- A607 A Performer shall identify to the ACTRA Business Representative any perceived breach of this Agreement in order that the ACTRA Business Representative may give the Producer the opportunity to respond to such perceived breach at the earliest opportunity in the spirit of this Agreement. There shall be no retaliation by the Producer or the Producer's representatives against any Performer for exercising their rights under the Agreement or for identifying to the ACTRA Business Representative any perceived breach of the Agreement.
- A608 **Injury Reports** The Performer must advise the Producer at the earliest opportunity of any injury and/or any inability to fulfil contracted obligations.
- A609 **Performer Residency**
- (a) At the time of negotiation of a Performer's contract of engagement or, in the case of a Background Performer, by their call time on their first day of engagement, the Performer shall supply to the Producer reasonable residency information sufficient to ensure that the Producer receives all federal and applicable provincial tax credits and/or grants. Such information shall be kept confidential and held in compliance with all applicable privacy legislation except to the extent necessary to obtain the production tax credits.
  - (b) A Performer engaged in Ontario shall also, at the time of negotiation of their contract of engagement or, in the case of a Background Performer, by their call time on his or her first day of engagement, supply to the Producer proof that they have successfully completed the Ministry of Labour's Health and Safety Awareness Training for workers and/or supervisors, as applicable.
  - (c) Should the Producer inform the Performer and ACTRA that the Performer has failed to furnish appropriate residency information consistent with Section (a) above and the bulletin set forth below or has failed to furnish proof of completion of training as provided in Section (b) above, then the Performer shall have two (2) business days within which to provide the required information to the Producer. Should the Performer fail to do so within that time period, the Producer may cancel that Performer.
  - (d) A Background Performer who fails to furnish appropriate residency information consistent with Section (a) above and the bulletin set

forth below or proof of completion of training as provided in Section (b) above by their call time on their first day of engagement may be cancelled and replaced immediately.

- (e) **Bulletin** ACTRA and the Associations shall issue the following bulletin to their members on a semi-annual basis. It is understood that the documents required for establishing residency may change from time to time and as such, the Parties agree to modify the bulletin accordingly.

On request by a Producer, Performers are required to provide documentation sufficient to prove the Performer's residency to enable the Producer's receipt of tax credits and/or grants.

The Canada Revenue Agency ("CRA") has published new guidelines regarding the documents it deems acceptable to satisfy proof-of-residency requirements in order for a production to qualify for these incentives. Specifically, the Guidelines provide that residency may be established by providing a copy of:

1) One of:

- a. A Notice of Assessment (T1) indicating that the individual is a Resident of Canada/the applicable province for the relevant tax year;
- b. A letter from the CRA giving an opinion of the individual's resident status for the relevant years, after the individual has completed a Determination of Residency Status form; or
- c. A long-term (one year or greater) lease or proof of purchase of a Canadian dwelling with a utility bill or cellphone bill showing the individual lives at the applicable Canadian address; or

2) Three of:

- a. The last tax return filed in the country of origin and/or any document filed with the foreign tax authority in which the individual has declared that they are no longer a resident;
- b. A short-term (less than a year) lease agreement or letter from a landlord supporting a rental agreement;
- c. A provincial health card\* and/or services card for the individual, their spouse and/or dependent (\*not applicable in Ontario);
- d. A driver's license or vehicle registration from the relevant



province (counts as 2 of the 3);

- e. Document(s) supporting professional association or union membership in Canada; or
- f. Statements of accounts (for example: bank accounts, retirement savings plan, credit cards, securities accounts) from a Canadian branch of a financial institution.

If you are engaged through a loan-out corporation, you may be asked to provide to the Producer the loan-out corporation's most recent Notice of Assessment as well as the most recent Schedule 50 indicating whether the loan-out corporation has single or multiple shareholders. If the loan-out corporation is newly-formed and has not yet filed tax returns, you may be asked to provide a Shareholder Register.

Other relevant taxing authorities may require certain documents that differ from the above list to establish eligibility for tax credits or other incentives.

These Guidelines should be reviewed to ensure that the documents being requested and produced are sufficient to establish residency.

## A7 – QUALIFICATION OF PERFORMERS

**A701 Preferential Engagement of ACTRA Members** In accordance with Article A501, preference of engagement shall be given to ACTRA members. However, after making reasonable efforts to comply and having established that a person who is not a member of ACTRA is required in a Production, an application shall be made for a work permit at the local ACTRA office at least forty-eight (48) hours prior to commencement of work, and the following procedure will apply for the issuance of work permits:

- (a) Principal Performers who are Canadian citizens or permanent residents shall pay \$260.00 for the first week of production on any Production for which the Performer is engaged. For the second and each subsequent week for which Performer is engaged, a work permit fee of \$260.00 shall be paid by the Performer. The Producer shall not be required to pay work permit fees hereunder. During the life of this agreement, ACTRA may amend the work permit fee with ninety (90) days' notification.
- (b) Other Performers (except Performers in Background Performer

categories) who are Canadian citizens or permanent residents shall pay \$210.00 for the first week of production on any Production for which the Performer is engaged. For the second and each subsequent week, a work permit fee of \$210.00 shall be paid by the Performer. The Producer shall not be required to pay work permit fees hereunder. During the life of this agreement, ACTRA may amend the work permit fee with ninety (90) days' notification.

- (c) Subject to the other provisions of this Article, when a work permit is issued to a Performer who is not a Canadian citizen or permanent resident and not a member of ACTRA, the fee for such work permit shall be \$225.00 for the first week and \$175.00 for each subsequent week of recorded performance for which the non-Canadian Performer is engaged. This subsection (c) shall apply to Series on the understanding that work permit fees shall be payable solely on a weekly basis, without regard to the number of Episodes in which a Performer is engaged to perform during any given week.

**Note:** For the purposes of clarification, a week as used in Article A701(a), (b), and (c) is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

**A702 Union des Artistes** Members Notwithstanding Articles A501 and A701, members of Union des Artistes shall be allowed to provide services to a Production in accordance with the reciprocal agreement between ACTRA and Union des Artistes, as it exists as of November 30, 2012. However, the terms of their engagement shall be governed by this Agreement.

**A703 Engagement of Non-Canadians**

- (a) In order to maintain a permanent Canadian film and television production industry capable of producing high-quality Canadian Productions, the progressive development of a pool of Canadian talent of all kinds should be encouraged.
- (b) Canadian Performers should be given the opportunity to play leading and challenging Roles in all areas of film and television production.
- (c) Notwithstanding the provisions of Articles A704 and A705, this Article may not apply (at the discretion of ACTRA, which will in each case advise the Associations prior to ACTRA's making such a decision) in the instance of an on-location Production that is being

undertaken in Canada by a non-resident production company.  
However, all other terms and conditions of this Agreement shall  
apply in all respects to such on-location Production.

**A704 Long-Form Productions** For the purposes of Articles A704 and A705, Long-Form Production means a Production (excluding a variety Production) of seventy-five (75) minutes or more, and Canadian Performer means a Performer who is either a citizen of Canada or a permanent resident of Canada.

The following procedures shall govern the issuance of work permits for non-Canadian Performers in Long-Form Productions:

- (a) (i) One (1) non-Canadian may be engaged for a Long-Form Production, and
  - (ii) a second non-Canadian may be engaged only if a Canadian Performer receives billing that is not less than the second most prominent cast billing, and such Canadian Performer is one of the two highest-paid Performers in the cast.
- (b) Notwithstanding the provisions of Article A704(a), ACTRA recognizes that it may be necessary in certain Long-Form Productions for the Producer to allocate billing to one Performer and compensation to a different Performer. In such circumstances, the Producer may make application to the National Executive Director of ACTRA for consideration of such requirements. The application shall include the script, proposed Roles, billing, and compensation for the Canadian Performers named in the application and such other documentation as may reasonably be required by the National Executive Director. All required documentation and oral submissions, if any, from the applicant shall be confidential communications. The decision of the National Executive Director shall be made and communicated to the applicant as promptly as possible in the circumstances.
- (c) Additional work permits may be issued for Performers in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. ACTRA agrees that such work permits shall not be unreasonably withheld.
- (d) In the event that the production of a Production requires one or more Roles for which an unusual physical skill or physical attribute is necessary and such requirements cannot be filled by the application of the above provisions, application may be made to the

National Executive Director of ACTRA for additional work permit(s). It is understood that such an application shall not be considered if the Producer has not made reasonable efforts to comply with Article A704(a).

**A705 Television Programs** With respect to a television Series or Production other than a Long-Form Production, the Production shall be governed by the following provisions with respect to the engagement of non-Canadian Performers:

- (a) **Variety Special or Series** The total number of permits issued to non-Canadian Performers shall not exceed fifty percent (50%) of the contracted Principal Performers, Variety Principals, or Specialty Acts. Non-Canadian Performers shall not be engaged in any other performance category.
- (b) **Single Drama Production (Other Than a Long-Form Production)** The total number of work permits shall not exceed fifty percent (50%) of the Principal Performers to a maximum of two (2) per Production. Non-Canadian Performers shall not be engaged in any other performance category in the Production.
- (c) **Drama Series** For continuing Roles in a drama Series, the number of permits issued to non-Canadian Performers shall not exceed one (1) in four (4) of the total number of Principal Performers contracted for the Series. With regard to “special guest stars,” the Series total of non-Canadian talent engaged shall not exceed fifty percent (50%) of the total number of special guest stars contracted.
- (d) **Quiz, Panel, and Game Shows** In no case shall the Host (Article A311) be a non-Canadian Performer. No more than one (1) Performer in four (4) of the regular panel may be a non-Canadian Performer. Contestants or guests will be issued work permits.
- (e) **Talk, Interview, and Public Affairs Programs/Series** The engagement of non-Canadians shall be limited to guest appearances. Non-Canadians shall not be engaged as Hosts, except for public affairs programs/Series in which specialized or expert knowledge is required.
- (f) Additional work permits may be issued to Performers in television Productions or Series in a work category other than Principal Actor where the Performer’s engagement is entirely outside Canada. ACTRA agrees that such work permits shall not be unreasonably

**A706 Co-productions** Where a Production is a co-production governed by an official co-production treaty between Canada and another country (or countries), the application of Articles A704 or A705 shall be subject to the terms of the relevant international co-production treaty. For greater clarity, work permits shall only be payable with respect to Performers from third-party countries as defined under the relevant, official international co-production treaty and engaged by the foreign co-producer.

**A707 Non-Canadian Content Productions** In the event that an entirely privately financed Production that meets the following criteria is to be produced in Canada, the foregoing provisions of Articles A704 or A705 may be modified by ACTRA. In such instances,

(a) The Producer shall be required to provide ACTRA prior to commencement of production with information and supporting documentary evidence that establish that

- (i) the Producer has not applied and will not apply for certification of such Production by CAVCO or Canadian content under the CRTC;
- (ii) neither Telefilm Canada nor any provincial film-funding agency, or their successor organizations, have any direct or indirect financial participation in the Production; and
- (iii) no Crown agency or corporation and no public institution have participated in the Production either in the form of financial participation or by the provision of production facilities or personnel.

Productions that receive federal and/or provincial production services tax credits may benefit from the provisions of this Article.

(b) The Producer will be specifically required to provide ACTRA with a written undertaking that neither the Producer nor any agent or representative of the Producer shall at any time apply for certification by CAVCO or as Canadian content by the CRTC or to use any other instrument of Canadian tax policy in respect of the Production to which a so-called Canadian Production would otherwise be entitled. ACTRA shall file a copy of such written undertaking with CAVCO and the CRTC and with any other relevant

body.

- (c) The Producer agrees to undertake best efforts to engage Canadian Performers in all Roles in the Production.

**A708      **Modification of Limitations**** The limitations on the engagement of non-Canadian Performers in all Productions as set out in this Article (A7) may be modified by ACTRA in the case of Productions where non- Canadian financiers or licensees contribute, in the aggregate, at least one-third (1/3) of the gross Production budget, and in which the engagement of non-Canadian Performers is a condition of such investment or licence, or where there are health and safety considerations. A Producer seeking to take advantage of Article A708 shall make written submission to ACTRA as soon as possible. Such written request shall contain evidence that the Production meets the criteria of Article A707, and may also contain other documents and explanations concerning the requirements of the Production. ACTRA will respond to such request for a modification within three (3) business days of the request's being submitted by the Producer, and such response shall include brief reasons for ACTRA's decision. A copy of the decision will be sent to the Association.

**A709** In the event that the Producer wishes to dispute ACTRA's decision as set out in Article A708, the Producer has the right to challenge such decision on the grounds that it is not reasonable or not in keeping with standard industry practice, by filing a notice of objection ("Notice") that shall set out the particulars upon which the Producer relies in challenging the decision, together with any relevant documentation. The following procedure shall be followed in dealing with such dispute:

- (a) The Notice shall be sent by fax or delivered by direct courier to the local ACTRA office and the relevant Producer Associations.
- (b) The Parties agree to name a special Arbitrator or Arbitrators who shall deal with disputes concerning the application of Article A708. Such Arbitrator(s) shall have familiarity with the film industry but not be affiliated with any of the Parties to the dispute.
- (c) ACTRA shall be allowed two (2) business days from receipt of the Notice in which to file a response ("Response") outlining its position, together with any relevant documentation.
- (d) The Parties shall endeavour to settle all outstanding issues arising from the Notice and Response within one (1) business day. Failure to

reach a settlement shall entitle the Producer to refer the matter to final and binding arbitration, which shall be governed by the provisions of Appendix 11 unless otherwise provided for in this Article.

- (e) In the event that the Producer wishes the matter referred to arbitration, the Notice together with the Response shall be sent to the Arbitrator agreed upon by the Parties or named as set out in subparagraph (b). Each Party shall have the right to submit any relevant documentary evidence, including affidavit evidence, together with their submissions.
- (f) The Arbitrator shall conduct a viva voce hearing only if the Arbitrator is satisfied that the issues cannot be fairly dealt with without such viva voce hearing. The Arbitrator shall hold any hearing within two business days of the matter's being referred to Arbitration, and the Arbitrator shall render their decision within two (2) business days of such hearing.
- (g) The Parties agree that time is of the essence with respect to the issues arising in this Article (A709) and agree that the timelines herein contained can be extended only with the written consent of both Parties.

## A8 – CONDITIONS OF ENGAGEMENT

- A801     **Booking Notice** Upon Booking, Performers shall be given specific notice of the part to be played; wardrobe requirements; date(s), time, and place of production; and a work schedule. The Booking, except for Background Performers, shall be confirmed in writing by means of a completed contract that shall specify all terms of the agreement, including, but not limited to, definite date(s) and fee(s). Such confirmation shall be made within five (5) days of the Booking whenever possible. In the event that the Producer is unable to confirm the Booking within five (5) days, the Producer shall arrange with the nearest ACTRA office for extension of such confirmation.
- A802     The Producer shall not require Performers (except for Background Performers) to commence work on a Production prior to such Performers having executed a contract with the Producer. The Producer shall not submit a contract to a Performer without having first applied the Producer's signature.

- A803 The Performer shall be provided with a contract at least forty-eight (48) hours prior to the commencement of work. Where exceptional circumstances dictate, the Producer may apply to the local ACTRA office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the Producer by the earlier of within forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the local ACTRA office. ACTRA undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of ACTRA or a party to the contract access to same without prior written consent of the Producer.
- A804 **Standard Contract Forms** Performers' written contracts shall include the information required in Appendix 12 of this Agreement. The Performer and the Producer shall each retain an original of such contract. The Producer shall file a copy of each such contract with the local ACTRA office.
- A805 (a) The Performer Contract (Appendix 12) shall be completed in full and, if the Producer has chosen the prepayment option pursuant to Article B501(a) or (b), B601(c) or (d), B602(c) or (d), D111, E108, F302, or Appendix 18, the contract shall contain the basic rate of Performer compensation, expressed in dollars as a daily fee, exclusive of the amount of prepayment of Use fees, which shall be shown as a separate item.
- (b) If the Producer has chosen the Advance option pursuant to Article B501(c), E108, or Appendix 18 for any Performer who is paid an all-inclusive fee (i.e., a fee that includes a base fee, Advance, and amounts to which the Advance does not apply), the Advance shall be calculated as follows:
- (i) All amounts to which the Advance does not apply (see Article A427[b]) shall be deducted from the total all-inclusive fee, either at minimum or at a rate that has been negotiated.
- (ii) The balance shall be the amount on which the base fee and Advance shall be calculated.
- Example:** A Performer is paid an all-inclusive fee of \$16,000.00 and the Advance is fifty percent (50%). The amounts that do not attract an Advance total \$1,000.00. The calculation is therefore



\$16,000	all-inclusive fee
<u>– \$ 1,000</u>	amounts that do not attract Advance
\$15,000	base fee plus Advance
i.e., \$10,000	base fee
\$ 5,000	Advance

A806 **Conflict of Interest** The Producer shall, as a condition precedent to hiring a casting director or other person responsible for hiring Performers, require the said casting director or person to execute a Statutory Declaration in the form attached as Appendix 13, and deliver an executed copy of the said Declaration to ACTRA.

A casting director shall, when negotiating terms of engagement with Performers or their agents, negotiate in good faith. Without limiting the generality of the foregoing, the casting director will not apply undue pressure or coerce Performers into accepting only minimum terms and conditions. Furthermore, the casting director will negotiate only the terms and conditions applicable to the particular engagement, without explicit or implicit reference with respect to any other engagement.

#### A9 – NO STRIKE AND UNFAIR DECLARATION

A901 During the life of this Agreement, ACTRA undertakes not to call or direct a work stoppage against any Producer, except where the Producer has been declared unfair.

A902 **Producer's Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision** Where a Producer does not abide by or declares its intent not to abide by the Grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article A10 by a Joint Standing Committee or an Arbitrator, ACTRA may declare such Producer an unfair Producer upon ten (10) days' notice to the Producer concerned and to the Producer's Association, and instruct the members of ACTRA or members of another ACTRA guild not to work for such Producer.

A903 **Producer's Failure to Meet Payroll Obligations**

(a) In the event that a Producer fails to meet its payroll obligations, in respect of which obligations there is no bona fide controversy,

ACTRA has the right to declare the said Producer unfair, provided that the Producer receives written notice from ACTRA setting forth the facts upon which the declaration is based and the Producer is given three (3) business days from the date of receipt to cure such failure, which cure period must be specified in the notice. For greater certainty, ACTRA shall not be entitled to make such a declaration under this paragraph in the case of a dispute between one or more Performers or ACTRA, on the one hand, and the Producer, on the other hand, as to the amount of fees due, so long as the Producer continues to meet all of its payroll obligations, in respect of which there is no bona fide controversy, to the Performers engaged on the Production.

- (b) A Producer who receives a notice under subparagraph (a), and who does not cure the default on or prior to the expiry of the three business days' notice period, may be declared unfair.
- (c) The unfair Producer declaration shall be revoked by ACTRA once the Producer is in full compliance with all of its payroll obligations in respect of which there is no bona fide controversy.
- (d) When a Producer has been declared unfair and such declaration has been revoked under the terms of subparagraph (c), such Producer shall be required to post a security for payment sufficient to cover four (4) weeks' Performer payroll, on the same terms as provided for in Article A516, for any further Productions produced by the said Producer under the terms of this Agreement, until the earlier of
  - (i) two (2) years from the date on which the Producer has cured its default, as a result of which a revocation is issued by ACTRA under subparagraph (c), or
  - (ii) such time as ACTRA may determine, in its sole discretion, to reduce such security from four (4) to two (2) weeks of Performer payroll.

A904 Performers shall not be required to work for a Producer declared unfair by ACTRA prior to the revocation of such declaration.

A905 **No Discipline for Honouring Picket Line** The Producer agrees that no Performer shall be disciplined in any manner nor have the Performer's contract terminated for refusing to cross a picket line at the Producer's place of business and/or shooting location, where the Performer has a bona fide concern for the Performer's personal safety.

**A10 – GRIEVANCE AND ARBITRATION PROCEDURES****A1001 Grievance Procedure**

- (a) Any Party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other Parties.
- (b) A Grievance is defined as a difference between the Parties, arising out of or in connection with the administration, interpretation, application, operation, or alleged violation of any provision of this Agreement, or any deal memorandum or contract between a Performer and a Producer, including a question as to whether a matter is arbitrable. All Grievances shall be resolved in accordance with the procedures set out in this Article.
- (c) The Parties acknowledge and agree that the timely and prompt settlement of all disputes between the Parties should be encouraged, and that therefore any dispute may be settled at the time of its occurrence by the ACTRA Business Representative and the authorized representative of the Producer, without recourse to the formal Grievance procedure.
- (d) The Performer must advise ACTRA within thirty (30) days of the date on which the Performer becomes aware or ought to have become aware of the act or omission giving rise to the Grievance. A Party may initiate a Grievance only within sixty (60) days of the date on which that Party becomes aware or ought to have become aware of the act or omission giving rise to the Grievance.
- (e) A Grievance shall be considered initiated when the initiating party (the “Grievor”) sets forth in writing the facts giving rise to the dispute, the relevant articles of the Agreement or the individual contract, and the remedy sought, and delivers the Grievance to the other party to the Grievance (the “Respondent”) and to the organization to which the Respondent belongs.
- (f) In all cases concerning a Performer, ACTRA, as the exclusive bargaining agent for Performers covered by this Agreement, will be considered the Grievor or the Respondent, as the case may be. The Association to which the Producer belongs shall be advised by the Grievor. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.

- (g) ACTRA or the Associations, as the case may be, shall notify forthwith the other Parties to this Agreement of the Grievance and provide each with a copy of the Grievance. A representative of ACTRA; a representative of the Associations, designated by the Associations, the Producer, or its duly authorized representative; and the Performer or his representative shall meet within five (5) business days to attempt to settle the Grievance informally.
- (h) Those present at the Grievance meeting shall adduce all available and relevant facts, documents, and evidence in order that the Parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion on a without-prejudice basis of those issues in order to achieve a fair and workable settlement.
- (i) The persons present at the Grievance meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance meeting, each of whom shall receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to ACTRA. Such settlement shall be binding on all Parties, including, without limitation, the Performers.
- (j) In the event that attempts to settle the Grievance matter have not resulted in a satisfactory settlement of the Grievance, any Party to the Grievance may, within five (5) business days following the Grievance meeting, give written notice to the other Parties attending the Grievance meeting and to the Associations, referring the Grievance to the Joint Standing Committee or, at the discretion of the referring Party, directly to arbitration. If the referring party refers the matter to the Joint Standing Committee and the responding party wishes to have the matter referred to arbitration (instead of the Joint Standing Committee), said Party shall have the right, within five (5) business days of receipt of the notice, to refer the grievance to arbitration.

#### A1002 **Joint Standing Committee**

- (a) The Joint Standing Committee shall convene, at a time and place to be agreed by ACTRA and the Associations, within fifteen (15) business days of the receipt of said notice.
- (b) The Joint Standing Committee shall consist of a panel of not fewer

than four (4) and not more than six (6) representatives of the Associations and of ACTRA. ACTRA and the Associations shall have equal representation on the Committee.

- (c) The relevant Associations shall appoint representatives of the Producers who are listed or deemed to be listed in Appendix 1. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Associations shall advise ACTRA as to the number of representatives to be appointed to represent the Associations. ACTRA staff and employees of the Associations shall not be appointed to a Joint Standing Committee.
- (d) At least three (3) business days prior to the Joint Standing Committee hearing, the parties to the Grievance shall present all documents, including all correspondence to which they intend to refer during the course of the meeting. Moreover, they shall inform ACTRA and the Associations of any witnesses they intend to call.
- (e) The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:
  - (i) all parties shall have full opportunity to be heard;
  - (ii) no party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and
  - (iii) the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances.
- (f) When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.
- (g) The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Agreement.
- (h) All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Committee. A copy of the decision shall be sent to all of the parties to the Grievance. A majority decision of the Joint Standing Committee shall be binding

on all parties to the Grievance, including, without limitation, the Performers.

- (i) If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within five (5) business days of the date on which the decision of the Committee is delivered to it, refer the matter to arbitration by giving notice to the other party to the Grievance, to ACTRA, and to the Associations (“arbitration notice”).

#### A1003 **Arbitration**

- (a) A Grievance that has been referred to arbitration by arbitration notice shall be heard by a sole Arbitrator, who shall be selected from a list of five (5) Arbitrators listed on one of the following three (3) panels. A list of the Arbitrators on each panel shall be available from ACTRA and the Associations’ offices:
  - (i) where the majority of the production takes place in Ontario or east of Quebec,
  - (ii) where the majority of the production takes place in Quebec, or
  - (iii) where the majority of the production takes place west of Ontario.
- (b) During the term of this Agreement, the Parties may mutually agree to substitute any Arbitrator on this list for another Arbitrator agreeable to the Parties. The Arbitrators shall be listed in alphabetical order.
- (c) The Party referring the Grievance to arbitration shall remove two (2) names from the list of Arbitrators provided in subparagraph (a) and the Party responding shall remove an additional two (2) names from the list. The name of the Arbitrator remaining shall be the Arbitrator selected to hear the Grievance.
- (d) If the Arbitrator so selected is unable to convene a hearing within twenty-one (21) business days of being contacted, then, at the request of either Party, the remaining Arbitrators will be contacted in alphabetical order until one of them is found who can convene a hearing within twenty-one (21) business days of being contacted. If none of the Arbitrators contacted are able to convene a hearing within twenty-one (21) business days of being contacted, then the Arbitrator who can convene a hearing within the shortest period

shall be the Arbitrator selected.

- (e) By mutual agreement, ACTRA and the Association concerned may each appoint one (1) additional Arbitrator who has knowledge and/or experience with respect to the film industry. The two (2) Arbitrators so appointed, together with the Arbitrator selected from the list in subparagraph (a) of this Article, shall form a three (3) person Board of Arbitration that shall hear the case. The term “Arbitrator” in this Agreement shall include a Board of Arbitration appointed under this provision.
- (f) Nothing herein shall prevent the Parties to the Grievance from mutually agreeing upon the appointment of an individual who is not listed in Article A1003(a) to act as the Arbitrator.
- (g) The Association representing the Producer, if any, shall be an interested Party and shall be entitled to participate in the hearing of the matter.

#### **A1004 Arbitration Process**

- (a) The Arbitrator shall have all powers necessary to determine the real issue in dispute according to the merits and, if appropriate, to award monetary payments, adjustments, or damages consistent herewith.
- (b) The Arbitrator has exclusive jurisdiction to exercise the powers conferred upon him or her by the provisions of this Agreement and to determine all questions of fact and law that arise in any matter before him or her. The finding of an Arbitrator as to the facts and the meaning or violation of the provisions of the Agreement shall be conclusive, final, and binding on all of the Parties, including, without limitation, the Performers. The Arbitrator shall not have the power to amend, modify, add to, or delete any provision of this Agreement or any part thereof.
- (c) In order to encourage settlement of the dispute, with the agreement of the Parties, the Arbitrator may use mediation, conciliation, or other procedures at any time during the arbitral proceedings.
- (d) The cost, fees, and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent unless otherwise ordered by the Arbitrator pursuant to this provision. The Arbitrator may, in appropriate circumstances, order one Party to reimburse the other party for

- (i) their respective costs, provided that the maximum recoverable counsel fee at the hearing shall be \$1,000.00 per full day of hearing;
  - (ii) their share of the Arbitrator's fees, either in whole or in part.
- (e) The decision of the Arbitrator shall be issued in writing to the Parties to the dispute and to the Associations, and shall be conclusive, final, and binding on the Parties, including, without limitation, the Performers.
- (f) Upon mutual agreement of the Parties, the Arbitrator shall be entitled to deliver an oral or "bottom-line" decision forthwith, or as soon as practicable after the completion of the hearing, and postpone the issuance of the arbitration award.
- (g) Any time limits prescribed in this Article (A10) may be extended by mutual agreement of the Parties to the Grievance and the Associations. An Arbitrator may extend the time for the taking of any step in the Grievance and arbitration procedures despite the expiration of the time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the responding Party will not be substantially prejudiced by the extension.

#### A11 – WORKDAY FOR PERFORMERS

- A1101 Workday** Subject to Article A1501, the workday shall consist of eight (8) consecutive hours in any day, exclusive of meal periods. The workday shall commence at the Performer's Call time or when the Performer commences makeup, whichever is earlier, and the workday does not end until the Performer is out of makeup and costume, transport is arranged (if transport is contractually required and has been requested), and the Performer is actually able to leave the set.
- A1102 Calendar Day** A workday starting on one calendar day and continuing into the next shall be deemed to be one (1) workday, namely, that day on which work started.
- A1103 Night Shoots** The Performer must receive prior notice of scheduled night work (i.e., Calls between 19h00 and 06h00).

#### A12 – OVERTIME

- A1201** Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%)



of the Performer's contracted hourly rate, and in excess of twelve (12) hours at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of one-tenth (1/10) of an hour or less may be paid in one-tenth (1/10) hour units at the pro-rated rate.

- A1202 When a Performer is required to work on a Production for six (6) consecutive days, the Performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly, or overtime rate.
- A1203 When the exigencies of the Production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly, or overtime rate.
- A1204 The maximum compounding effect of the application of overtime and penalty payments provided for in this Agreement shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

#### A13 – REST PERIODS

##### A1301 **Rest Between Days (Turnaround)**

- (a) For Performers other than Stunt Coordinators, there shall be a rest period of not less than eleven (11) hours between the end of one workday and the beginning of work on the next day (i.e., from set to set). If a Performer is required by the Producer to report for work within such eleven (11) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.
- (b) For Stunt Coordinators, there shall be a rest period of not less than ten (10) hours between the end of one workday and the beginning of work on the next day (i.e. from set to set). If a Stunt Coordinator is required by the Producer to report to work within such ten (10) hour period, the Stunt Coordinator shall be paid for such hours at the rate of two hundred percent (200%) of such Stunt Coordinator's contracted hourly rate.

- A1302 **Rest Periods** There shall be at least a five (5) minute rest period provided for each hour of work. During actual shooting on set or

location, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

- A1303 **Rest Periods for Puppeteers and Dancers** Puppeteers and Dancers shall be permitted ten (10) minutes' rest in each hour, during which they shall not be required to perform any physical action. However, consultation and planning may take place during such rest.

#### A14 – MEAL PERIODS

- A1401 (a) **Meal Period** Each Performer shall be provided a meal period of one (1) hour not later than after the completion of the first six (6) hours of work, calculated from the first Call for the Performer. When the Performer's Call is for makeup or wardrobe, the six (6) hour period of work shall commence from such Call. In the event that the first meal break of the day is called on or before the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours, a Substantial Snack shall be served. Meal periods shall not be considered as time worked and shall not be paid. Subsequent meal breaks will be called no later than six (6) hours after the resumption of work, except as modified in Article A1404.

None of the forgoing with respect to Substantial Snack shall apply if a Substantial Snack is not required pursuant to the applicable technicians' collective agreement covering grips and electricians, and the first meal break may be called after six (6) hours.

- (b) **First Meal Break** At the Producer's option, the first meal break may be one half (½) hour in length, in which case the meal break shall be paid and considered to be part of the workday. In this case it shall be the Producer's responsibility to provide the meals on the set at the Producer's expense.
- (c) The Producer may at its option call for a non-deductible first meal for Performers whose Call time is prior to that of the crew, in which case the next meal break will be six (6) hours from the general crew Call.

- A1402 Where the exigencies of production require, the unpaid meal break may be extended by one half (½) hour, which in turn shall extend the workday. Where this provision is used, all Performers working on the

Production must have their meal break extended by the same half (½) hour.

- A1403 Where the meal is not provided on the set, actual time spent in travelling to and from the restaurant or other eating establishment shall be considered work time.
- A1404 There shall be a meal period of at least one half (½) hour after each four (4) hours of overtime worked.
- A1405 Where the exigencies of production make it necessary and the Performers agree to work during the meal period, each Performer shall be compensated at the applicable minimum hourly overtime rate (calculated in one-tenth (1/10) hour units) in addition to the applicable payment for the period being worked, until the meal period is provided. The meal period shall be provided at the earliest time possible thereafter. Completion of the shot shall not be considered a breach of this Article.
- A1406 **Plateau Continu** Each Producer may institute a “plateau continu” system, which consists of:
- (a) an eleven (11) hour period of elapsed time, commencing with the general crew Call and ending after camera wrap, that includes one (1) hour of paid meal period before work begins, or includes one half (½) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period.
  - (b) This eleven (11) hour work period shall be paid for as eleven (11) hours worked. All work shall be paid as required by Article A12 of this Agreement.
  - (c) Any Producer that institutes plateau continu will provide a continuing hot buffet accessible to the Performers.
  - (d) Meal penalties shall apply if work continues past eleven (11) hours of elapsed time, commencing with the general crew Call, in which case meal penalties shall be paid commencing at the beginning of the Performer’s Call.
  - (e) When a Producer determines in advance of a production day to institute a “plateau continu” system, Performers working under this system will be so advised.
- A1407 It is understood that under certain circumstances, particularly on

location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available by virtue of either location or scheduling, it shall be the Producer's responsibility to provide meals on the set at the Producer's expense. It is understood that "snacks" (e.g., soft drinks and hot dogs, etc.) do not constitute a proper meal.

#### A15 – TIME FOR MAKEUP, HAIRDRESSING, AND COSTUME FITTING

- A1501 Time for Makeup, Hairdressing, etc.** When a Performer is required to report for makeup, hairdressing, wardrobe, or fitting immediately prior to the Performer's Production Call, the following conditions shall apply: a maximum of fifteen (15) minutes at the Performer's applicable straight-time hourly rate shall be payable and shall not be computed to create an overtime situation. Time in excess of fifteen (15) minutes shall be considered as part of the regular eight (8) hour day.
- A1502 Choosing and Fitting Wardrobe** Where a Performer is required to report on other than a regular production day for choosing or fitting wardrobe, payment of \$95.00/ \$97.75/ \$100.75 or the Performer's contracted hourly rate, whichever is greater, shall be made for all time spent on each occasion the Performer is so required to report. There shall be a minimum Call of two (2) hours for such work. The payment is not required if such time is otherwise being credited and paid for at the applicable hourly rate. The Performer shall sign in on a sign-in sheet, a copy of which will be sent to ACTRA.
- A1503 Costume Call** Where a costume Call is required for any group of Performers, such Calls shall be staggered in order to avoid unnecessary waiting.
- A1504 Hair** No Performer shall be required to cut or change the style or colour of their hair, unless this has been agreed upon prior to Booking. No Performer shall cut or change the style or colour of their hair after the time of Booking without the consent of the Producer.

#### A16 – WARDROBE

- A1601 Regular Wardrobe** Where the Producer requires the Performer to supply in excess of two (2) changes of clothing in any Production, the Performer shall be compensated at the rate of \$20.00 per week per change in excess of two (2). All formal or specialty wardrobe (e.g.,

tuxedo, formal gowns, culturally specific formal or ceremonial wardrobe, clown uniforms, etc.) shall be compensated at the rate of \$35.00 per costume per week. The Producer may not specify wardrobe requirements as a condition of engagement.

- A1602 In the event that either regular or special wardrobe furnished by a Performer is damaged during work time through negligence on the part of the Producer or through an accident for which the Performer is not responsible (except for reasonable wear and tear), the Producer will reimburse the Performer for the justifiable cost of repair or replacement as the case may be. Notice of such damage must be given to the Producer's representative at the end of the production day. Performers must provide the Producer with a receipt covering the cost of such repairs and replacements.
- A1603 **Wardrobe Repairs** Facilities for repair of wardrobe used by Performers shall be provided by the Producer.
- A1604 **Laundering** All wardrobe supplied by the Production must be dry cleaned and/or laundered prior to the Performer's wearing it, subject to continuity requirements.

#### A17 – TRAVEL AND EXPENSES

- A1701 Travel time shall be calculated from the Performer's city of residence by the quickest means of regularly scheduled carrier, unless the Producer requires the Performer to travel by alternative means. Travel time shall be calculated from door to door or from central point to central point, as agreed between ACTRA and the Producer.
- A1702 Travel time shall be payable when a Performer travels to and from
- (a) a Nearby Location beyond a forty (40) kilometre radius from the city centre or such other specified central point as may be agreed upon by ACTRA and the Producer (in Toronto, this forty (40) kilometre radius shall be deemed to include Eaton Estate and Kleinburg Studios);
  - or
  - (b) a Distant Location.
- A1703 Travel time shall be paid at no less than the minimum hourly rate in one-tenth (1/10) hour units to a maximum of eight (8) hours in any twenty-

four (24) hour period, except if a Performer is paid for work time on the travel day and the combined work and travel time for that day does not exceed eight (8) hours.

- A1704 When travel time and expenses are payable, the Producer shall pay for
- (a) actual transportation expenses that a Performer is required by the Producer to incur on scheduled carriers covering economy air or first-class rail fare or such other transportation as bus, taxi, or limousine, and the actual costs of reasonable and appropriate accommodations;
  - (b) a per-kilometre allowance of fifty-five cents (\$0.55) if the Performer is required to use the Performer's own automobile;
  - (c) all rental or leasing costs when the Performer is required by the Producer to lease or rent a vehicle;
  - (d) all costs for taxi, limousine, or other transportation that the Performer is required by the Producer to use in order to get to and from the destination required by the engagement;
  - (e) a per diem allowance of \$65.00, in the case of a Nearby Location or Distant Location, to cover all personal expenses. However, if meals are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

- A1705 The Producer shall advance to a Performer against expenses the per diem allowance for up to a period of one (1) week. The Performer shall submit an accounting of the advance against expenses, with attendant receipts where possible, within ten (10) working days.

- A1706 When the Producer requires a Performer to travel within a forty (40) kilometre radius, the Producer will be obliged to ensure that public or private transportation is available. If such public or private transportation is not available, and subject to prior approval by the Producer, the cost of taxi transportation from location to residence within that forty (40) kilometre radius shall be paid by the Producer. If travel by the quickest means of surface public transportation exceeds one (1) hour each way, transportation shall be provided by the Producer.

- A1707 The Producer shall pay all authorized actual expenses incurred by the Performer in travel outside Canada. The Performer shall support actual expenses by receipts where receipts are obtainable.
- A1708 When the Performer is required to fly by regularly scheduled carrier, and where flight insurance is available to the Performer, the Producer shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of \$250,000.00.
- A1709 Suitable and appropriate transportation (e.g., a production vehicle or taxi) will be provided to Performers who require accommodation for a disability or if circumstances warrant the provision of such transportation.

#### A18 – HOLDING CALLS

- A1801 **Hold-over on Location** In the event that the Producer requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one engagement, the Performer shall be paid fifty percent (50%) of the Performer's contracted daily fee for the first two (2) such days and one hundred percent (100%) of the Performer's contracted daily fee for each such subsequent day, provided that if the Performer arrives on location on the evening prior to the morning Call of a contracted day or if the Performer leaves the location on the morning following a contracted day when scheduled carriers are available, the Performer shall be entitled to payment in accordance with Article A17 for the day of arrival and departure only. There shall be no compensation (other than that required by Article A17: per diems) when Performers are on Distant Location during the normal one (1) day or two (2) day weekly rest period, also known as "Production down days."
- A1802 **Holding Call** In the event that the Producer directs a Performer to hold a day or days in readiness to be called to work, the Performer shall be paid not less than one hundred percent (100%) of the minimum daily fee for the appropriate category of performance for an eight (8) hour Call in respect of each day the Performer is on a "holding Call." The period of the holding Call shall commence at the hour specified by the Producer and shall end when the Performer is released from the Holding Call.

#### A19 – CANCELLATIONS AND POSTPONEMENTS

- A1901 **Force Majeure** If production is frustrated or interrupted by reason of any

cause beyond the reasonable control of the Producer, such as but not limited to war, fire, hurricane, flood, or governmental regulation or order in a national emergency, then the Producer may either cancel production (in which event the Producer shall pay to the Performer monies accrued to the date of such cancellation) or make such other arrangements with the Performer by way of postponement and the like, as may be practicable to fulfil the engagement.

- A1902     **Single Production** If a single Production is cancelled for any reason other than that provided for in Article A1901, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers two (2) weeks in advance of the first Call and confirmed in writing. Should the Producer be unable to give a full two (2) weeks' notice, the Producer shall be liable for all time contracted in the two (2) week notice period.
- A1903     **Series Production** Conditions for cancellation of a Series shall be the same as for a single Production, except that notice of cancellation to a Performer engaged for more than a single Episode but fewer than twenty-six (26) Episodes shall be not less than three (3) weeks, and notice of cancellation to a Performer engaged for twenty-six (26) or more Episodes in a Series shall be not less than four (4) weeks. Failure by the Producer to provide notice as stated above shall make the Producer liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. Except as provided for elsewhere in this Agreement (see Article A2901), a Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the Producer at least eight (8) months prior to the effective date of the cancellation. Notice shall be deemed to have been given if sent by registered mail to the last known address of the Producer.
- A1904     **Remounting** Where a cancelled Production is subsequently remounted within a period of twelve (12) months from the original cancellation, Performers originally contracted shall have first opportunity to accept their previous assignments on such Production. After the expiry of the twelve (12) month period, the Producer has no obligation to the original Performers.
- A1905     **Performer's Engagement** If the Producer cancels a Performer's Booking or engagement on a Production that is subsequently produced, such Performer shall be paid in full the Performer's Contracted Fee(s), except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.



**A1906 Change in Scheduled Days** If for any reason, other than weather, the Producer changes a Performer's Booking or engagement to another day, the following conditions apply:

- (a) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the Contracted Fee for the original day.
- (b) If the notice of change is given to the Performer less than thirty-six (36) hours before the hour scheduled for work to commence, the Performer shall be paid fifty percent (50%) of the Contracted Fee for the original day.
- (c) If thirty-six (36) or more hours' notice has been given, no payment to the Performer shall be required for the original day.

If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement that the Performer is unable to fulfil. For the purpose of this clause, where the Call time of the Performer has not been specified, it shall be considered to be 10h00, except when it has been designated as a night shoot, in which case the Call shall be considered to be 19h00.

**A1907 Scheduled Days** If the Producer cancels a Performer's scheduled day or days, the Performer shall be paid in full the Contracted Fee for such cancelled day or days, except as modified by other provisions of Article A19.

**A1908 No Weather-Permitting Calls in Studio** No weather-permitting Calls shall be allowed for work in studio.

**A1909 Illness** Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a valid and verifiable medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may

- (a) terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence, or
- (b) suspend the engagement for the period of absence and, subject to the Performer's other engagements entered into before the

beginning of such period, extend the period of first Call by the period of absence.

**A1910 Weather Cancellation** When the Performer's scheduled day is cancelled because of weather at any time up to and including the scheduled Call, the following shall apply:

- (a) if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer's Contracted Fee, or
- (b) if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall not be entitled to any additional payment, or
- (c) if the cancelled day is rescheduled for a day on which the Performer has a prior Booking, the Producer shall
  - (i) excuse the Performer so that the Performer may fulfill the previous commitment, or
  - (ii) compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.

## A20 – WORKING ENVIRONMENT

**A2001 Dressing Room and Sanitary Provisions**

- (a) The Producer shall provide the following facilities:
  - (i) a supply of pure drinking water;
  - (ii) a suitable seat for each Performer during rest periods;
  - (iii) a stretcher or a cot of a type suitable for use as a stretcher;
  - (iv) dressing room facilities where male and female Performers may separately change their clothing in privacy and comfort. No Performer may be asked to change in a public washroom (unless it is closed to the public at the time the Performer is required to change) or in unsanitary facilities;
  - (v) separate dressing room facilities for Minors of each sex;
  - (vi) a place (such as a locker room, dressing room with locks, or a secure area with facilities for checking personal belongings) for the proper safekeeping of the Performers' clothing during working hours;

(vii) clean and accessible toilets and washrooms.

- (b) The Producer shall, where possible, provide for the exclusive use of Performers clean and comfortable facilities (such as dressing rooms in studios and either trailers or Winnebagos on location) with reasonable temperature, adequate amount of space, and an easily accessible smoke-free area.
- (c) The Producer shall be responsible for damage to or loss of the Performer's wardrobe or property required by the Producer, unless the facilities described in Article A2001(a)(vi) are provided adjacent to the set or location on which the Performers are required to work. Notice of such damage or loss shall be given to an authorized representative of the Producer at the time the loss is discovered, but in no case more than twenty-four (24) hours after the end of the workday.
- (d) With respect to the dressing room facilities described in subparagraphs (a)(iv) and (v) above, Performers who do not identify as male or female may request special accommodations.

**A2002     Safety Provisions: Dancers** In no event shall any Dancer be asked or assigned to rehearse on unsafe floors, concrete, stone, or similar surfaces unless the surface is covered in such a manner as to result in a resilient dancing surface, except on "camera day" when the requirements of the Production make use of such non-resilient surfaces unavoidable. It is understood that the Producer may request that ACTRA waive the above provisions that address non-camera-day Rehearsal when it is deemed that such precautions are not necessary for the style of dancing to be performed (e.g., the minuet).

**A2003     Clean Air** Whenever fire, fog, smoke, or other airborne special effects are used, the Producer will make best efforts to provide a room where Performers may breathe clean air when they are not required on the set.

**A2004     Waiver** Upon written request by the Producer to the ACTRA National Executive Director (or their designate), the working provisions of this Agreement may be waived where it is established that it is physically impossible to comply or that the burden involved in compliance is unreasonable. The rates and fees paid to a Performer shall not be waived or changed by any waiver.

**A2005     The Parties agree that safety of Performers is a fundamental issue.**

When a Performer completes an audition or a call between the hours of 22h00 and 6h00, the Producer shall, except when the Performer declines, provide either transportation to the Performer's home or to their place of accommodation within the zone or an escort until the Performer has boarded the nearest public transit that will transport the Performer to their home or to their place of accommodation within the zone.

- A2006 If known at the time of contracting, the Performer shall be informed if there are to be airborne special effects (such as fog or smoke), cigarette smoking, or animals on set.
- A2007 If known at the time of audition, the Performer shall be informed when smoking is a requirement of the engagement.

## A21 – UPGRADING

- A2101 When a Performer is upgraded in category during the course of production (except as provided for in Article C405: Background Performers upgraded in a Background Performer category), the Performer shall receive payment in accordance with fees and rates for the higher category of performance for the entire period of the engagement in the same Production or Episode. When a Background Performer, by virtue of an individual characterization or the addition of unscripted dialogue, is upgraded to Principal Actor or Actor, the Performer shall be contracted and receive payment in accordance with the fees and rates for the higher category, for the day on which he or she is upgraded. If the Background Performer is called back for the same role in the same Production (meaning, in reference to a Series, the same Episode), the Performer shall continue to receive payment in accordance with the fees and rates for the higher category of performance for the remainder of the engagement. Otherwise, the Performer shall revert back to the original rate of engagement.

## A22 – DOUBLING

- A2201 **Performers Doubling** Performers (on- or off-camera), except Background Performers, who are engaged to perform in more than one category or Role shall receive an additional payment of fifty percent (50%) of the day's total Net Fee for each day on which the additional category is scheduled and/or performed. The foregoing may not apply in the case of live pickup of stage Productions under the jurisdiction of the Canadian Actors Equity Association (see Article A3101).

**A2202** An Actor may do minor singing or dancing as an integral part of a dramatic Role without additional compensation. A Singer may speak lines or dance a few steps that are incidental to the Role, or a Dancer may speak lines or do minor singing that is incidental to the Role, without additional compensation.

**A2203** Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

## A23 – OTHER DUTIES

**A2301** **Additional Services** When a Performer is required to provide additional services such as contacting other Performers, arranging for Auditions, arranging for Rehearsals, etc., such Performer shall report to the Producer and to the Business Representative the amount of time involved. Such time shall be paid for at a rate not less than the Performer's minimum hourly rate for the Performer's category.

**A2302** **After-Shows** Performers engaged for warm-ups and after-shows shall receive minimum payment as follows, in addition to any fees required to be paid for a Production in which the Performer is engaged: all Performers in warm-ups and after-shows shall be paid an amount of \$262.50/ \$270.50/ \$278.50 for each engagement. The above fees shall include two (2) hours included work time for each occasion. Any work time in excess of two (2) hours per occasion shall be paid at the hourly rate of a Principal Actor.

**A2303** **Choreographer** When an ACTRA member is engaged as a Choreographer, the person so engaged will be compensated at not less than the applicable daily or weekly Solo Dancer fee for all time spent on the engagement.

**A2304** **Vocal or Dialogue Coach** When an ACTRA member is engaged as a Vocal or Dialogue Coach, the person so engaged will be paid at the rate of one and a half (1½) times the applicable daily or weekly Solo Singer fee for all time spent on the engagement.

**A2305** **Billboards and Bumpers** Minimum guarantee for each thirteen (13) Uses (four [4] hours included work time):

Category	Rate
On-camera Performer	\$709.00/ \$730.25/ \$752.25

Off-camera Performer & Group  
Singers

\$356.75/ \$367.50/ \$378.50

## A2306 Public Service Announcements

- (a) If the requirements of subparagraph (c) are met, Performers are permitted by ACTRA to waive their fees payable under the terms of subparagraph (b).

(b) Category	Fee	Included Work Time
On-camera Performer	\$761.00/ \$783.75/ \$807.25	8 hours
Off-camera Performer	\$533.50/ \$549.50/ \$566.00	1 hour
Hourly rate in excess of included work time up to and including 8th hour on any one day	\$95.00/ \$97.75 / \$100.75	

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of three (3) years from first Use of the announcement. If additional Use is desired, such additional Use may be contracted for further periods, each not more than three (3) years, upon

- (i) renegotiation with the Performer(s) concerned;
  - (ii) the Performer(s) being re-contracted; and
  - (iii) the Performer(s) being paid not less than one hundred percent (100%) of the fee paid at the time of original production.
- (c) **Waiver of Fees** A Performer may voluntarily consent to waive their minimum fee for the inclusion of a performance, interview, or appearance in a Public Service Announcement, with the written consent of ACTRA. Prior to the commencement of Productions that could be categorized as public service in nature, the Producer may submit in writing an application for a waiver of all or part of the Performers' fees. The Application shall contain full information relating to the grounds for the waiver relied upon by the applicant Producer, including, without limitation,

- (i) whether the air time is donated or partially donated by the broadcaster of the announcement, and
- (ii) whether the Producer(s)/Director(s)/others providing services or goods to the Producer are waiving all or part of their fees.

ACTRA shall take into account all of the above noted factors in reaching a decision as to whether to allow Performers to agree to waive all or part of their Fees. Any agreement reached in respect of the waiver of Performer fees shall be in writing.

#### A2307 **Interstitial Rates**

- \$359.25/ \$370.00/ \$381.00 per ten (10) minutes of finished recording, with one (1) hour of included work time
- \$95.00/ \$97.75/ \$100.75 per hour additional work time

Where the performance includes thirty (30) minutes or more of finished recording in one (1) day, a thirty percent (30%) discount applies.

**A2308 Preproduction Rehearsal and Reading Session** Prior to the commencement of production, Performers may be called for Rehearsal(s) and/or Reading Session(s). Subject to the agreement of the Performers concerned, Rehearsal performance may be temporarily preserved. Use of such preserved performance is prohibited and the recording shall be discarded when it has served its assessment purpose. Performers shall be compensated for time spent in Rehearsal(s) and/or Reading Session(s) at the Performer's contracted hourly rate, with a minimum two (2) hour Call and half (½) hour increments thereafter.

### A24 – NUDE SCENES

Where the requirements of a Role involve nudity, the following conditions, which are intended to ensure that Performers have adequate notice of what is expected and an opportunity to provide meaningful consent, and that measures are in place to ensure their safety and protect against abuse, apply:

#### A2401 **Auditions**

- (a) Performers shall be advised in advance of Auditions if nudity or simulated sexual activity or love scenes of any kind are a requirement of the script.

- (b) No Performer shall be required to appear nude or semi-nude until after having been Auditioned as a Performer (i.e., as an Actor, Singer, Dancer, etc.) and in any case shall not be required to disrobe in whole or in part at the first Audition. No Performer will be required to provide a nude photo for a first Audition.
- (c) In the event that nude or semi-nude Auditions are to be held, the Producer must advise ACTRA in advance.
- (d) When a callback Audition requires nudity or semi-nudity, the Performer shall be notified and provided with as much information as possible of what is required in advance.
- (e) A callback Audition may be held for the sole purpose of viewing the Performer's body. Performers shall not be required to perform in the nude or semi-nude at the Audition.
- (f) Such callback Auditions will be closed and will be limited to only the necessary number of persons, up to a maximum of five (5) persons who, it must be demonstrated, have a direct professional or artistic relationship to the Production and to the particular Audition. No other persons will be permitted to observe the Auditions through the use of monitors or by any other device that allows observation without being present. If requested by the Performer, a representative of ACTRA and/or the Performer's personal representative may be present in addition to the maximum five (5) Producer's representatives.
- (g) No photos, filming, taping, or preservation of such Audition by any means whatsoever will be permitted without the prior written consent of the Performer, which written consent must be provided on a form approved by ACTRA.
- (h) No sex acts shall be required of any Performer at any Audition.
- (i) Performers will be required to Audition nude or semi-nude on one (1) occasion only.

## A2402 **Contracts**

- (a) A full, true and complete disclosure of the specific requirements regarding nude, semi-nude, or love scenes of any kind, in the form of a detailed description, shall form an attachment to the Performer's written contract. Such attachment must include:



- (i) the maximum amount of nudity required;
- (ii) the nature of attire (e.g., see-through clothing, etc.)
- (iii) the nature of the simulated sexual activity, or other activities to be performed while the Performer is nude or semi-nude; and
- (iv) any other relevant information pertaining to the scene that may reasonably be expected to give a full, true and complete disclosure of what is required.

The attachment may also include the following:

- (i) the storyboard or shot list detailing how the scene(s) will be shot;
- (ii) the location where the scene(s) will be shot;
- (iii) any other Performers also appearing in the scene, and whether such Performers will also be nude or semi-nude; and
- (iv) the script of the relevant scene(s).

Such contract and attachment must be submitted to the Performer in writing at least forty-eight (48) hours prior to the signing of the Performer's contract. The Performer shall execute and return a copy of the contract and attachment to the Producer by the earlier of within forty-eight (48) hours of receipt or commencement of rendering services. In exceptional circumstances, when a Producer is required to replace a Performer who has been previously contracted for a nude scene on short notice (i.e., within forty-eight [48] hours of said Performer's first contracted day), then the forty-eight (48) hour provision may be waived, but all other conditions of Article A24 apply.

- (b) Performers may refuse to do anything not specified in the Performer's contract, without liability or forfeiture of any portion of the Contracted Fee.
- (c) All Performers' contracts must contain as a rider to such contracts all provisions of this Article.
- (d) The minimum fee for a Background Performer appearing nude in a scene shall be not less than that specified herein for an Actor, but such performance shall not attract Use or residual fees. The

minimum fee for an Actor appearing nude in a scene shall not be less than that of a Principal Actor; however, only those fees earned as a function of the Actor category shall attract residual payments or Use fees.

#### **A2403 Rehearsal and Performance**

- (a) With the exception of the final Rehearsal for camera and lighting, there will be no rehearsing in the nude or semi-nude.
- (b) During the final Rehearsal and during the shooting of nude or semi-nude scenes, the set will be closed to all persons (and observation by means of a monitor prohibited) except for those having a direct and proven professional need to be present. Unauthorized use of cell phones, mobile devices and personal cameras will be prohibited on a closed set.
- (c) Except for continuity purposes, still photos, Polaroids, etc. of nude or semi-nude scenes will be taken only if the Performer gives prior written consent, said consent to specify the nature of the photo and the planned use of said photo. Unused stills, Polaroids, etc. and negatives of such scenes will either be turned over to the Performer concerned or otherwise accounted for to the Performer's satisfaction.
- (d) Clips or stills of nude or semi-nude scenes shall not be used in promotion, publicity, and trailers, including in New Media, or, in the case of television, in recaps of previous Episodes, without the written consent of the Performer.
- (e) Using a body double of a Performer who did not originally perform in the nude in the Production to create a nude or semi-nude scene in a Production shall not be done without the written consent of the Performer originally contracted for the Role. A complete description of the scene to be doubled will be submitted to the originally contracted Performer at the time consent to the use of a double is sought. Use of a body double of a Performer is permitted where a Performer was contracted and performed in a nude or semi-nude scene in the Production and has given general consent, provided that the use of such double is limited to the general outline of the original nude scene. The Performer shall be given a right to disapprove fifty percent (50%) of the proposed body doubles presented by the Producer to the Performer.

- (f) With the consent of fellow Performers, and with the consent of the director, the Performer may have the Performer's personal representative on the set.
- (g) Where necessary to verify contractual obligations, Performers may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude, or in scenes of a sexual nature. Permission to view such footage shall not be unreasonably withheld.

## A25 – RISK PERFORMANCE

- A2501 Performers shall not as a rule be required to undertake Risk Performances. Whenever possible, Producers shall engage qualified Stunt Performers to undertake such work.
- A2502 Where it is not possible to engage a qualified Stunt Performer and other Performers are called upon to undertake a Risk Performance, they may
- (a) negotiate an additional fee, which shall not be less than the fee for a Stunt Performer, or
  - (b) refuse to perform the Risk Performance, but such Performers shall be paid fully for the engagement.
- A2503 Notwithstanding any agreement to proceed, the Parties reserve the right to review the circumstances and require that a Stunt Fee be paid. If the Parties fail to agree, the matter may be referred to the Joint Standing Committee.

## A26 – STUNT PERFORMANCE AND COORDINATION

- A2601 **Categories** The following are the stunt performance categories:
- (a) **Stunt Performer** A Performer specially trained and knowledgeable in the engineering and performance of stunt work, as the term is generally understood in the industry, relating to a performance that would be considered dangerous if not performed by a Performer with such special training.
  - (b) **Stunt Actor** A Stunt Performer who is engaged to enact a character (which may include up to ten [10] words) and who performs Stunt work.
  - (c) **Stunt Double** A Stunt Performer who performs only the physical

double for the character that the Performer was assigned to double.

- (d) **ND Stunt** A Stunt Performer who is engaged to perform a nondescript stunt or a general stunt that is not attributed to a specific character.
- (e) **Stunt Coordinator** A Stunt Coordinator is responsible for the creation and engineering of stunts and the engagement of Stunt Performers. The Stunt Coordinator must be a member of ACTRA and be an experienced and qualified Stunt Performer. In consultation with and subject to the approval of the Producer, the Stunt Coordinator is responsible for determining
  - (i) the number and category of personnel required for the stunt,
  - (ii) the amount of stunt adjustment that is required for each performance of each stunt, and
  - (iii) the safety precautions that are required for each stunt.

It is the responsibility of the Producer or Production staff to communicate any scheduling changes.

- (f) **Associate Stunt Coordinator** On all Productions that qualify as Canadian content and on which a non-Canadian Stunt Coordinator is engaged (subject to Article A7), the Producer shall also engage a Canadian Performer as an Associate Stunt Coordinator, whose terms and conditions of engagement shall be no less than those specified herein for the category of Stunt Coordinator

## A2602 **Fees**

- (a) **Stunt Performer** The minimum daily fee shall be that set out in Article B101, Category (a), plus residual payments or Use fees.
- (b) **Stunt Fee** The fee for a Stunt Performer to perform a stunt shall be that set out in Article B101, Category (a), plus any additional amount (stunt adjustment) that may be negotiated between the Stunt Performer and the Producer in relation to the difficulties, danger, risks associated with wardrobe requirements, and other pertinent details regarding the stunt to be performed.
- (c) **Performance of Same Stunt on Same Day** A twenty-five percent (25%) discount of the negotiated stunt fee may be applicable for the re-performance of a stunt if the same Stunt Performer, for any reason, is required to repeat the same stunt on the same day.

- (d) **Stunt Actor** The minimum daily fee shall be that set out in Article B101, Category (a), plus fifty percent (50%) only on those days in which the Stunt Actor performs the Role, plus residual payments or Use fees.
- (e) **Stunt Double/ND Stunt Performer** The minimum daily fee shall be that set out in Article B101, Category (a), subject to Article A2201 with respect to additional categories and/or Roles performed, plus residual payments or Use fees.
- (f) **Stunt Coordinator** The minimum daily fee shall be that set out in Article B101, Category (f) for an eight (8) hour day, with no residual payments or Use fees and no meal penalties. The minimum rest between days will be ten (10) hours. Work in excess of eight (8) hours shall be payable in accordance with Article A12. However, Stunt Coordinators will participate in units assigned to Performers on the aggregate amount of Distributors Gross Revenue and will form a part of the rateable distribution to Performers as outlined in Article B512.
- (g) **Conditions for a Weekly Contract** The weekly rate as set out in Article B201 shall apply only to Stunt Performers, Stunt Doubles, and ND Stunt Performers. Engagement under a weekly contract includes the performance in any one (1) of the foregoing stunt performance categories per day during a specific five (5) day week. Any additional performance in any one (1) day requires an additional contract(s).
- (h) **Consultation for Stunt Performer** There shall be a consultation fee of \$215.25/ \$221.75/ \$228.50, for which a Stunt Performer may be available for up to four (4) hours, with additional hours thereto to a maximum of eight (8) hours payable at the Stunt Performer's hourly rate, when called by the Producer to discuss the feasibility and/or planning and/or engineering of a Stunt. The foregoing fee will not be payable on days when such Stunt Performer is engaged to perform such stunt.
- (i) **Consultation for Stunt Coordinator** There shall be a consultation fee of \$504.00/ \$519.00/ \$534.50 for which a Stunt Coordinator shall be available for four (4) hours, beyond which the Stunt Coordinator shall be entitled to the daily fee.
- (j) **Stunt Performer Enacting Role** Except as provided for in Article

A2602(d), the Contracted Fee for a Stunt Performer or Stunt Double shall be exclusive of any performance in a residual category (e.g., Principal Actor, Actor, etc.). If the Stunt Performer, in addition to performing the Stunt, also enacts the Role of the character involved in the stunt (with the above-noted exception for a Stunt Actor Role), an additional performance fee applicable to such performance category shall be payable to the Stunt Performer.

- A2603     **Audition** The Producer may audition a Stunt Performer in order to establish the suitability of the Stunt Performer for photographic reasons or for reasons relating to an acting performance. However, a Performer so auditioned shall not be required to perform the intended stunt on a trial basis for Audition purposes.
- A2604     **Contract of Engagement** Prior to any stunt performance, a contract (inclusive of riders, if any) will be signed between the Performer and the Producer specifying:
- (a) the precise nature of the stunt to be performed,
  - (b) the Performer's agreement to perform the stunt as specified,
  - (c) the amount of the stunt fee for each performance of the stunt, and
  - (d) the nature of the agreement between the parties concerning indemnity.
- A2605     **Stunt Doubling for Females, Visible Minorities and Performers with Disabilities** Where a Stunt Performer doubles for a Role that is identifiable as female or a visible minority (including but not limited to Aboriginal persons), and/or a Performer with a disability, and the race and/or sex of the double is/are also identifiable, every effort shall be made to cast qualified persons of the same sex and/or race involved. Where the Role is not so identifiable, the Producer shall use best efforts to increase the employment of women and visible minorities (including but not limited to Aboriginal persons) and/or Performers with disabilities with due regard for safety for such stunts.
- A2606     **Creating and Engineering Stunts** The creation and engineering of a stunt and the engagement of other Stunt Performers shall be governed by the following:
- (a) Actual work involved in accomplishing the stunt, including engineering and planning details, shall be satisfactory to the Stunt

Performer, particularly when the Performer has not been retained to engineer and/or plan the stunt as well as perform in it.

- (b) In creating, performing, or engineering a stunt, a Stunt Performer may also be contracted for a negotiable fee to engage other Stunt Performers who may be known to that Stunt Performer as specialists in the stunt work of the particular type required (e.g., auto crashing, stunt work with horses, tree felling, etc.) Casting of additional Stunt Performers when required shall be mutually satisfactory to the Producer and to all Stunt Performers engaged for the same stunt.

**A2607 Scripted Stunts** Except for bona fide emergencies, no Background Performer hired as such may be engaged for scripted stunts on any Production if, on that day, the Background Performer was engaged as a Background Performer in the same Production.

A non-scripted stunt is a stunt not called for or contemplated by the action in the script, and not pre-planned, preconceived, or deliberately omitted for the purpose of evading this rule.

**A2608 Safety and Protection of Performers**

- (a) A paramedic or registered nurse shall be present on all sets where hazardous work is planned. The Producer shall properly equip this person, establish the capabilities of nearby medical facilities, and provide transportation and communication with these facilities.
- (b) When a Production requires scripted or non-scripted stunts, a Stunt Coordinator shall be engaged and present on the set where appropriate in accordance with customary industry practice. No Performer without requisite training and/or experience shall be required to perform a stunt without an opportunity for prior consultation by the Performer with such qualified Stunt Coordinator, or other individual with the requisite experience and/or expertise in the case that a Stunt Coordinator is not required.
- (c) Persons involved in the planning and/or execution of a stunt shall be entitled to inspect any vehicle, mechanical device, and/or equipment that is to be used in the execution of such stunt, on the day prior to its use, provided that the equipment is available. In any event, such persons shall be granted reasonable time for such inspections. No payment shall be due for such final inspections.

- (d) Producers shall instruct Stunt Coordinators to notify the local ACTRA office of scripted stunts involving non–Stunt Performers, which notice shall include the date, location, and Producer involved, to the extent known.
- (e) The Performer’s consent shall be a requisite precondition to performing stunts or Risk Performances. This consent shall be limited to the stunt or activity described to the Performer at the time consent was solicited. The Performer does not have to consent; the Performer may always request a double.
- (f) All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by the Producer or the Producer’s representatives on the set or location.
- (g) Equipment provided by the Producer (e.g., autos, motorcycles, wagons) shall be in suitable repair for the safe and proper performance of the stunt.
- (h) No Performer shall be required to work with dangerous animals without a qualified handler or trainer being present on the set.
- (i) No Stunt Performer shall be rigged with an explosive device of any kind without the presence of a special effects person qualified in the film and television industry and a member of the police Emergency Task Force squad or equivalent (e.g., a member of the Sûreté du Québec) with appropriate special explosives training on the set. All Performers rigged with an explosive device (e.g., squibs) shall be considered to be undertaking a Risk Performance.
- (j) Stunt Performers shall have the right to negotiate for additional compensation for any stunt work required that is over and above that originally agreed upon.

A2609     **Safety Guidelines** The Producer shall obtain and adhere to all applicable safety guidelines issued by the applicable provincial government ministries. The Producer further agrees to co-operate in disseminating such guidelines and adhering to future addenda and/or changes implemented by such ministries. When weapons are to be fired, the Producer, through the Stunt Coordinator, shall use best practices to ensure that all Performers directly involved, including those Performers at whom the weapon is aimed or fired, are properly trained.

A2610     **Insurance for Stunt Performers** The Producer is obligated to provide



that its general liability insurance policy covers Stunt Performers and Coordinators.

- A2611 Stunt Driving Guidelines** When the Producer requires any of the following conditions to occur, a vehicle driver shall qualify as a Stunt Performer:
- (a) when any or all wheels leave the driving surface;
  - (b) when tire traction is broken (i.e., skids, slides, etc.);
  - (c) when the driver's vision is substantially impaired by dust, spray (when driving through water, mud, etc.), blinding lights, restrictive covering of the windshield, smoke, or any other condition restricting the driver's normal vision;
  - (d) when any aircraft, fixed-wing or helicopter, is flown in close proximity to a vehicle, creating hazardous driving conditions;
  - (e) whenever the speed of the vehicle is greater than is safe for the condition of the driving surface; when other conditions exist such as the close proximity of two or more vehicles or unusual road conditions; when obstacles or difficult terrain creates conditions dangerous to the driver, passengers, film crew, bystanders, or the vehicle; and when off-road driving other than normal low-speed driving for which the vehicle was designed occurs.
  - (f) When, for safety reasons a Performer is doubled on camera as the driver of or passenger in a vehicle, the Stunt Double shall qualify as a Stunt Performer.

## A27 – MINORS

- A2701 Preamble** The Parties recognize the special situation that arises when Minors are engaged in the workplace. The Parties are dedicated to ensuring a safe environment for all Performers, with extra care given to the proper health, education, morals, and safety of Minors. For the purposes of this Agreement, the term "Minor" shall refer to Performers under the age of 18 years. The term "Parent" shall include the Minor's legal guardian. Furthermore, the Parties agree that they shall be guided in all respects by what is in the best interests of the Minor, which shall always prevail in the interpretation, application, and administration of the terms of this Agreement.

Although the following special provisions apply only to Minors, Minors are also subject to the minimum terms and conditions stipulated elsewhere in

this Agreement. In the event of a conflict between Article A27 and the other terms of this Agreement, then the terms of Article A27 shall prevail.

**A2702     Violations** The Parties acknowledge that a breach or violation of the provisions of Article A27 may result in harm to a Minor, and therefore the Parties undertake to act expeditiously when a violation is alleged to have occurred. In this regard ACTRA and the Associations may agree that the circumstances are such that any time periods or steps established pursuant to the Grievance procedure may be abridged, in order that the dispute may be resolved or breach or default be cured as soon as possible. The Joint Standing Committee shall be entitled to award damages to an aggrieved party for breach of the provisions of Article A27 where the Committee feels such damages are warranted.

**A2703     Conditions of Engagement**

- (a) The Producer shall advise the Minor's Parent(s) at the time of engagement of the complete terms and conditions of the employment, including, but not limited to, studio; location; estimated hours, including any night shoots (i.e., between 19h00 and 06h00); hazardous work; and special abilities required, including performances where a Minor is asked to perform activity with a level of physical proficiency or other physical skill superior to that of the average Minor. The Producer shall furnish the Parents with a script, plus all revisions, prior to shooting.
- (b) In case of night shoots, thirty-six (36) hours' notice shall be provided to a Parent responsible for the Minor, subject to the exigencies of production. In the event that less than thirty-six (36) hours' notice is provided, such notice shall be provided to the Minor's Parent and to ACTRA.
- (c) When, prior to the Audition, it is known that a Minor will be required for a night shoot during the course of the Production and it is not possible to provide at least forty-eight (48) hours' notice of the night shoot, details will be provided to a Parent responsible for the Minor prior to the Audition Call, to allow each Parent to make an informed decision as to whether they wish the Minor to Audition for the Role.
- (d) In the case of work requiring superior physical skill, a description of the activity required will be provided in the Minor's contract, if known at the time of contracting. If not notified at the time of

contracting, a Parent responsible for the Minor shall be notified at least forty-eight (48) hours in advance of when the Minor will be asked to perform work requiring superior physical skill. In the event that forty-eight (48) hours' notice cannot be given, the Minor shall not be required to perform work requiring superior physical skill unless the Minor's Parent consents, such consent not to be unreasonably withheld. In such instances, notice shall also be given to ACTRA.

- (e) A Minor, and anyone charged with the care of the Minor, such as a parent or chaperon, should be provided with information regarding the environment in which the Minor is working. This information should include the following, as applicable: health and safety precautions for the venue or location; relevant policies and procedures; traffic patterns on location; safe waiting areas for Minors on location; restricted areas; the location of rest areas/rooms, toilets, makeup areas, and other relevant areas; emergency procedures; and the appropriate person(s) with whom to discuss any health and safety concerns and what action(s) to take in the event of a health and safety concern. The provision of this information shall be considered part of the workday.

#### **A2704 Parental Responsibilities**

- (a) The Parent shall familiarize himself or herself with the requirements of the Role as described in the script or otherwise disclosed to the Parent. The Parent shall be given a copy of Appendices 14 and 15. Appendix 14 and, if applicable, Appendix 15 shall be completed and delivered to ACTRA and the Producer after Booking by the Producer, but prior to the delivery of a contract to the Parent, or in the case of a Minor engaged in the Background Performer categories, prior to the commencement of work.
- (b) The Parent shall disclose, in writing, any medical history or condition or any attitudinal or psychological condition of which the Parent is aware that might foreseeably interfere with or have an impact on the Minor's ability to carry out the Role for which the Minor is being considered.
- (c) Subject to Article A2708(b), where the Parent is not present with the Minor at all times, the Parent shall execute, and deliver with the contract, an Emergency Medical Authorization (see Appendix 15) enabling the Producer to obtain emergency medical treatment

for the Minor in the event that the Parent cannot be located immediately when such treatment is required.

**A2705 Workday and Rest Periods**

- (a) Subject to A2705(c), the workday shall not exceed eight (8) consecutive hours per day, excluding meal periods but including tutoring time.
- (b) For Minors under 12 years of age, overtime is forbidden.
- (c) For Minors aged 12 to 15, a maximum of two (2) hours per day of overtime may be permitted, provided that in the event that a Minor is required to work a cumulative maximum of four (4) hours of overtime on three (3) consecutive days, the Minor shall not be required to work any overtime on the immediately following day, notwithstanding that the Parent consents. Such Minors shall be given rest periods of not less than twelve (12) hours between the end of one workday and the beginning of the next workday.
- (d) For Minors under 12 years of age, there shall be a rest period of not less than twelve (12) hours between the time the Minor arrives at home (or place of accommodation while at a Distant Location) and the time that the Minor leaves for the set for the next Call.
- (e) When the Producer is required to provide transportation, Minors shall leave the set within thirty (30) minutes of the end of the Minor's working day. The Producer shall ensure that transportation home (or to place of accommodation) is provided for any Minor wrapped after dark.
- (f) The workday for Minors aged 16 and 17 shall not exceed twelve (12) consecutive hours per day, excluding meal periods but including tutoring time. Rest periods shall be twelve (12) hours between the end of one workday and the beginning of the next workday.

**A2706 Minimum Call** The minimum Call for a Minor under the age of 12 shall be four (4) hours. The minimum fee for such four (4) hours shall be half (½) the minimum daily fees provided for in Article B101. Where the Call extends beyond four (4) hours, the Call shall automatically revert to an eight (8) hour Call.

**A2707 Time before Camera or in Rehearsal** Minors shall not be continually required before the camera or under lights for longer periods of time

during a work session than specified below. Breaks shall be taken away from the set when and wherever possible.

2 years and under	15 consecutive minutes (minimum break 20 minutes)
age 3–5	30 consecutive minutes (minimum break 15 minutes)
age 6–11	45 consecutive minutes (minimum break 10 minutes)
age 12–15	60 consecutive minutes (minimum break 10 minutes)

#### **A2708 Presence of Parent**

- (a) A Parent of a Minor under 16 years of age must be at the studio or the location and accessible to the Minor at all times, and shall have the right, subject to filming requirements, to be within sight and sound of the Minor, when a Minor is on set and must accompany the Minor to and from the set or location, and shall have the right to accompany the Minor on hair, makeup, and wardrobe calls, if the space can accommodate the Parent, and provided that the Parent is not disruptive.
- (b) The Parent shall advise the Producer if and when he or she will be present. When the Parent is not present, a responsible chaperon not less than 21 years of age shall be appointed by the Parents to assume full supervision of the Minor for the duration of the engagement.
- (c) The appointment of the Minor's chaperon shall be completed in triplicate on the form provided in Appendix 15, one copy of which shall be provided to the Producer, one copy sent to ACTRA, and one retained by the Parent.
- (d) The Parent shall not interfere with production unless interference is required to ensure the Minor's safety.
- (e) The Producer shall bear the travel expenses and per diem of one (1) Parent accompanying a Minor to a Distant Location. The amounts of such travel expenses and per diem shall be equivalent to those paid to a Performer under this Agreement (see Article A17). A Minor aged 16 or 17 living with a Parent shall have the right to travel to a Distant Location with a mutually agreed-to Chaperon provided by the Producer, unless the Minor's Parent(s) consents in writing to such

Performer travelling alone. If the Minor travels alone, a Parent or Chaperon shall accompany the Minor between the airport, train station, or the like, and the set or the Minor's hotel. In no case shall the Minor work or be held on a Distant location without a Parent or Chaperon.

#### A2709 **Dangerous Work**

- (a) No Minor shall be required to work in a situation that places the Minor in clear and present danger to life or limb, or if the Minor or Parent believes the Minor is in such a situation. Where a Minor is engaged to perform subject matter that the Producer knows, or ought reasonably to know, could be psychologically damaging to the Minor, a psychologist or therapist properly accredited by the applicable provincial ministry shall be hired by the Producer to guide and assist the Minor to handle the emotional and mental stress of such subject matter. The Producer shall be required to carry out the psychologist's or therapist's recommendations, which may include such psychologist or therapist being present on set.
- (b) **Scenes Depicting Child Abuse, Disturbing Violence or Carnal Acts**  
Without limiting the generality of subparagraph (a), when a Minor is engaged to perform in a scene that depicts child abuse, disturbing violence, or carnal acts, the Producer shall consult with the Parent and, should the Parent agree, make available to the Minor and their Parent a psychologist or therapist properly accredited by the applicable provincial ministry to assist the Minor in preparing for and participating in any such depiction. A Minor shall not be present during such scenes unless it is essential for the Child to be on camera.
- (c) In cases where the Parent or tutor observes that a Minor is or appears to be suffering emotional, physical, or mental stress during the course of production (which may be evidenced by changes in behaviour), a psychologist or therapist properly accredited by the applicable provincial ministry shall be, subject to the Parent's consent, engaged by the Producer to assess the situation and suggest reasonable and effective means to deal with the stress-causing factors.

#### A2710 **Tutoring**

- (a) When a Producer engages a Minor as a Performer, the education

of such Performer will not be jeopardized or hampered by such engagement. The Performer must be provided with tutoring appropriate to the Minor's educational requirements. For Performers under the age of 6, no tutoring is required.

- (b) Where a Minor is engaged in a Production such that the Minor is required to miss at least two (2) days of regular school in a given school week, or at least five (5) days of regular school in a school year over the course of a Production or Series, the Producer agrees to employ a tutor to provide educational instruction to the Minor from the first day of such engagement. The Parent shall be responsible for providing to the tutor the Minor's schoolbooks and assignments from the Minor's regular school. Call sheets prepared by the Producer shall reflect scheduled time planned for tutoring, subject to paragraph (f) of this Article.
- (c) If the Production schedule is subsequently changed such that the Minor is required to miss, or actually misses, at least two (2) days of regular school in a given school week, or at least five (5) days of regular school in a school year over the course of a Production or Series, then the Producer shall be obligated to employ a tutor to provide educational instruction to the Minor only from the date of the change of the Production schedule (and not from the start of the Minor's engagement), and subject to the Producer's instituting those measures for tutoring proposed by the Minor's principal or teacher.
- (d) Tutors will be properly qualified. The Producer and ACTRA shall advise the Parent to consult with the Minor's school and secure the Minor's regular school assignments and school books that will be used by the Minor and the tutor. Any tutor employed by the Producer shall have proper provincial certification(s) and/or teaching credentials as required by the Minor's regular school. If a Minor's regular instruction primarily occurs in some language other than English, teaching in that language will be provided.
- (e) During the course of a Minor's workday the Minor is entitled to tutoring (i.e., educational instruction from a tutor) for a minimum of two (2) hours per Production workday, in blocks of no less than thirty (30) minutes of tutoring sessions at a time, commencing when instruction in the classroom actually begins, provided that the maximum amount of instructional time per day is five (5) hours per day.
- (f) All educational instruction must commence within the first three

(3) hours of any Minor's workday and must be completed within the Minor's workday. Tutoring time is exclusive of the Performer's personal break time. When Tutoring is required, the Minor shall have access to the tutor during the workday when the Minor is not required to work.

- (g) The ratio of tutors to Minors who are engaged as regulars on a Series or are engaged to perform in leading Roles (Series regulars) shall not exceed one (1) tutor for every five (5) Minors in the classroom. A maximum of ten (10) Minors (Series regulars and non-regulars) may be instructed in the classroom by one (1) tutor provided that there is no adverse effect on the educational needs of the Series regulars.
- (h) **Tutoring Area** The Producer will be responsible for providing an adequate teaching area that, where practicable, approximates a classroom setting and that is quiet, clean, climate-controlled, and adequately lighted and ventilated. Minors must not receive educational instruction while being transported to or from a location or set.
- (i) The Producer will provide basic schooling supplies and appropriate furniture and equipment, including a computer, printer, and other applicable equipment, if required by the Minor's school curriculum. For Minors 5 years of age and under the Producer will provide a separate, cheerful playroom, complete with basic toys and games, where practicable.
- (j) The Producer shall require the tutor to prepare a weekly written report for each Minor covering attendance, grades, and the like. These reports (or copies) shall be given to Minor's Parent to deliver to the Minor's regular school at the end of each assignment or as required by the school.
- (k) Production time sheets indicating each Minor's attendance in the classroom shall be forwarded to the ACTRA Business Representative on a weekly basis.

#### A2711 **Banking of Tutoring Time**

- (a) Banking of tutoring time shall be permitted only when the combined work/school schedule is unusually heavy in a particular week. Banking of tutoring hours is a privilege that requires permission of the tutor and the Parent of the Minor. At any time, a tutor and the Parent may decide that it is in the best interest of the Minor to cease



the banking of hours.

- (b) Banking of hours shall be allowed in order to permit that, during the course of a Minor's work week, the average amount of instructional time per day that the Minor shall receive is two (2) hours per workday, subject to the maximum of five (5) hours per day as per subparagraph (d) below. Subject to subparagraphs (c) and (d) of this Article, in no event shall there be a total of less than ten (10) hours of educational instruction per work week.
- (c) A maximum of four (4) hours of tutoring time can be accumulated per week by the Minor and credited against the minimum requirements set out in Article A2710(e). At no time will the Minor have accumulated more than four (4) hours of Tutoring time. Such accumulated tutoring time may commence no earlier than the week immediately prior to principal photography and shall not occur on Production down days or weekends (unless the Minor has been called to work during that time).
- (d) A maximum of four (4) hours of tutoring time can be owed to the Minor on an ongoing basis and debited against the minimum requirements set out in Article 2710(e). At no time will the Minor be owed more than four (4) hours of tutoring time. The fulfillment of owed tutoring time shall be concluded no later than the week immediately following principal photography and shall not occur on production down days or weekends.
- (e) Banked hours may not extend the workday as defined in Article A2705.
- (f) In the event that a Minor is called to work for the sole purpose of being instructed by the tutor, such day shall be paid as a full day at the contracted daily fee, during which the instruction time with the Tutor shall not exceed five (5) hours.
- (g) It is the Producer's responsibility to ensure that an accurate weekly record is kept reflecting when tutoring time is banked and when it is used.
- (h) To qualify as banked time, the Minor must always be under the immediate supervision of the tutor.
- (i) Homework is not to be counted as banked tutoring time.

**A2712 Minors' Coordinator** When Minors are engaged, one individual on each set or location will be designated by the Producer to coordinate all

matters relating to the welfare and comfort of such Minors. The Minors' Parents will be notified of the name of the individual designated as coordinator. On any set on which six (6) or more Minors are engaged, the coordinator's primary responsibility shall be the welfare and comfort of the Minors, in which case such coordinator shall not double as a tutor, unless all Minors are being tutored at the same time.

- A2713 **Time of Calls** Auditions, interviews, individual voice and photographic tests, fittings, wardrobe tests, makeup tests, read-throughs, and photographic conferences for Minors shall take place only after school hours on school days and will end before 20h00 on days before school. Calls for actual production shall not be so limited. However, Minors shall not be required to work after 23h00 without the consent of the Parent.
- A2714 **Food** The Producer recognizes the special nutritional requirements of Minors. To that end, the Producer shall provide Minors with a selection of milk, juices, and healthy snacks. All Minors under the age of 14 shall be fed meals on the basis of a schedule reasonably approximating their normal meal times, which may be provided during a break and shall not require a meal period as set out in Article A14.
- A2715 **Infants**
- (a) An Infant means a person who is less than 2 years old and more than 15 days old. A person who is less than 15 days old shall not be permitted to be engaged.
  - (b) It is recommended that the Parent/guardian secure a written statement from a physician confirming that he or she has examined the Infant, that the Infant is in good health, and whether there is any reason why the Infant should not be engaged.
  - (c) The Producer will provide a separate, sanitary room for the care and rest of Infants employed. This will include a crib, a changing table, and a private, quiet, and warm room where the Infant may be fed and may rest without being held. Infant accessories provided by the Production company, such as bassinets, cribs, and changing tables must be sanitized at the time of delivery to set and on a regular basis.
  - (d) Once wardrobe and props have been issued by the Production for use on/with an Infant, the wardrobe and props may not be reissued for another Infant until the wardrobe has been laundered and the

props sanitized. Bottles, nipples, and pacifiers must not be exchanged among Infants.

- (e) When more than one Infant of a Parent is employed on the same Production at the same time, it is the responsibility of the Parent/guardian to ensure that there is one adult to care for each Infant.

**A2716 Trust Account** After a Minor's total lifetime remuneration reaches \$5,000.00, twenty-five percent (25%) of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the Producer and remitted to the ACTRA PRS, which shall hold such monies in trust for the Minor upon terms and conditions consistent with the obligations of the ACTRA PRS to act as a Trustee. The ACTRA PRS shall keep track of the Minor's earnings to determine whether the \$5,000.00 level is reached.

## A28 – AUDITIONS AND INTERVIEWS

**A2801 Auditions** Performers shall sign in on a sign-in sheet (in the form of Appendix 16) provided at the place of Audition, and a copy of the sign-in sheet will be provided to the local ACTRA office after the completion of the Auditions. Performers shall not be required to learn special material or spoken lines or special business. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford an opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition or interview shall be compensated for all excess time over the hour at the rate of \$49.50/ \$51.00/ \$52.50 per hour or part thereof.

**A2802** It is preferable that Auditions for all roles shall be conducted in the location where the Production is to be filmed, i.e. the production centre serviced by the nearest appropriate branch.

**A2803 Audition Recall** When a Performer is required to attend a third (3rd) Audition at which someone with a significant role in the selection of cast for the Production is not present, or a subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$82.50/ \$85.00/ \$87.50 for each hour or part thereof. When self tapes are required by the Producer, the self tape is considered a first audition or audition recall for the purposes of this

## Article.

- A2804 A Performer engaged to take part in another Performer's Audition shall be paid at the rate of \$33.00/ \$34.00/ \$35.00 per hour or a minimum payment of \$166.25 / \$171.25/ \$176.50, whichever is greater.
- A2805 **Open Audition Call** Where open Performer Auditions or interviews are to be held for any category except Background Performers, notice of such Audition with necessary details shall be given to ACTRA not less than four (4) days prior to such Audition, when feasible. When scheduling Auditions for Performers, the Producer will make reasonable efforts to provide the Performers with forty-eight (48) hours' notice of such an Audition.
- A2806 **Preference of Audition** The Producer agrees to give ACTRA members preference in the auditioning of Performers. In the case of open calls, ACTRA members shall be auditioned in advance of and separate from non-ACTRA members. However, ACTRA members may be auditioned during non-member Auditions if they are unavailable during member Audition time.
- A2807 The Producer shall provide either transportation or an escort to the nearest public transportation when a Performer completes an Audition between the hours of 22h00 and 6h00.
- A2808 The Producer shall make character breakdowns, sides and/or scripts available to Performers no less than twenty-four (24) hours prior to an Audition.
- A2809 **Audition Environment** The Producer shall take reasonable and concrete steps to ensure that proper Audition facilities are used when auditioning Performers, including but not limited to a closed Audition space with proper lighting and adequate acoustic insulation to ensure the Performers' privacy, as well as washrooms that are cleaned regularly. No Auditions or meetings shall be conducted in private hotel rooms or residences where the Performer is alone with a representative of Production.

## A29 – SERIES OPTIONS

- A2901 **Series Options** A Performer may grant an option for the Performer's services for not more than six (6) additional years' engagement,

provided that the following criteria are met:

- (a) where the number of years optioned is three (3) or less, the Performer at the time of granting the option is entitled to receive a fee of not less than one hundred and fifty percent (150%) of the applicable minimum fees; or
- (b) where the number of years optioned exceeds three (3), the Performer at the time of granting the option is entitled to receive a fee of not less than two hundred percent (200%) of the applicable minimum fees; and
- (c) the Contracted Fee payable for each successive year optioned is at least one hundred and fifteen percent (115%) of the previous year's Contracted Fee;
- (d) the option for each successive year specifies the guaranteed engagement for each year of the option contract (e.g., the number of days, weeks, or Episodes);
- (e) the option for subsequent seasons shall be effective only if exercised in writing;
- (f) the option provides the time limits within which the Producer may exercise each option and the degree of exclusivity of the option (i.e., whether the Performer must be available at certain times or whether the Producer has a first priority call on the Performer's services); and

Notwithstanding the foregoing, Article B206 shall apply to the engagement of Performers for the production of a Pilot Program. Performer fees for such engagement shall be stepped up to one hundred and fifty percent (150%) or two hundred percent (200%) of minimum fees, whichever step-up is applicable, only if the option is exercised and the Pilot is broadcast within the Series.

#### A30 – RETAKES, ADDED SCENES, AND AUDIO RECALL

- A3001 **Post-synchronization** A Performer required to do Post-synchronization in the course of a working day shall do such work, and such work may be done without additional compensation.
- A3002 **Retakes after Completion of Regular Schedule** In the event that Performers are required by the Producer to return for retakes following the completion of the regular schedule of work, the Performer shall be

obligated to work on such retakes, providing that such recall to work does not conflict with a prior commitment made by the Performer. Should there be a conflict of engagements, the Producer shall reschedule work to permit the Performer to keep the Performer's prior commitments, or compensate the Performer to the extent of the loss incurred by the Performer in the event that the Performer is able to withdraw or postpone the conflicting prior commitment.

**A3003 Contracting Procedure** ACTRA must be notified of any proposed work under this Article. If the security for payment has been returned to the Producer, a new security for payment may be required upon recall. ACTRA shall receive work reports concerning such work. Performers shall be contracted and paid the following fees when recalled to work:

- (a) **On-Camera Work** The original Contracted Fee, prorated for such day of work.
- (b) **Post-synchronization (On-Camera Performer)** An on-camera Performer required to post-synchronize such Performer's on-camera performance following the completion of the schedule of work shall be paid the original on-camera Contracted Fee, prorated to an hourly rate, with a minimum of two (2) hours for each day of such recall to work. There shall be no unpaid meal period in a two (2) hour Call.
- (c) **Recall (Off-Camera Performers)** An off-camera Performer recalled to provide additional work shall be paid the original Contracted Fee, prorated to an hourly rate, with a minimum of four (4) hours for each day of such recall to work. There shall be no unpaid meal period in a four (4) hour Call.
- (d) **Recall (Narrators and Commentators)** A Narrator or Commentator recalled to provide additional work shall be paid the original hourly rate with a minimum of four (4) hours for each day of such recall to work, or the fee paid for the original session, whichever is less. There shall be no unpaid meal period in a four (4) hour Call.

**A3004 Prop Shots** In the event that a Performer is called in for a photography session in which the resulting photo(s) will be used as a prop in a Production, the Performer shall be entitled to payment at the Performer's contracted daily fee, prorated to an hourly rate, with a four (4) hour minimum Call. If a Performer does not otherwise appear in the

Production, the Performer shall be paid no less than the Actor rate, with a four (4) hour minimum Call. These fees shall not form part of the Net Fees.

### A31 – PICKUP OF PERFORMANCE

- A3101 **ACTRA's Consent** There shall be no pickup of Performers in any theatre, nightclub, circus, hotel, studio, or other places where Performers are appearing, without the consent of ACTRA. When such consent is given, the Performers concerned shall be entitled to such additional amounts for such performances as are required under the terms of this Agreement or, where applicable, the reciprocal agreement between ACTRA and any other Performers' association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable reciprocal agreement will be furnished to the Producer. It is agreed that ACTRA may waive the provisions of Article A22 in the case of pickup of a live dramatic presentation in which Actors are required to play multiple Roles.
- A3102 **Insert Fees** Where the pickup of a performance or Rehearsal is for the purpose of producing an insert in a Production of longer length (such as a promotional or publicity Production) and no extra Rehearsal or additional work is required by the Performer, the Producer may apply to the National Executive Director of ACTRA for fees and rates, including residual payments or Use fees, for such inserts. Such fees shall be based upon the fees provided for in this Agreement.
- A3103 **News Short** Upon the consent of the Performers involved, and conditional upon the pickup of the performance being accomplished during normally scheduled performance or Rehearsal, up to two (2) minutes of recorded performance may be used, in information Productions only, without additional payment.

### A32 – PUBLICITY STILL, TRAILERS, AND PROMOS

- a **Publicity Stills** Publicity stills or trailers may be used to publicize a Production in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except where the Producer has contracted with the Performer for Use of such still photographs and trailers. The Performer shall be available as reasonably required by the Producer for the purposes of promoting and publicizing the Production. The Performer shall ensure the Performer's availability

for no less than an aggregate of four (4) hours for such purpose.

- A3202     **Program Excerpt** Excerpts with an aggregate length of not more than five (5) minutes, or ten (10) minutes in the case of Productions with a running time that exceeds sixty (60) minutes (excluding commercials), may be used as a trailer or promo, including Use in an awards Production for the promotion of a Production or Productions within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips may also be used within a Series from which the footage was taken for recaps, previews, or teasers, without additional payment.
- A3203     If the Producer desires the services of a Performer in making publicity stills, promos, or trailers, the Performer shall be paid a fee not less than \$554.00/ \$570.50/ \$587.50 with four (4) hours included work time.
- A3204     **Conversion of Promotional Content Produced under Article A3203 to a Use** As concerns New Media, the Parties confirm that promotion does not attract Use fees.
- (a)     **Conversion of Promotional Content to a New Media Use:** 3.6% of DGR from the first dollar.
  - (b)     **Conversion of Promotional Content to a Conventional Platform Use:** Prior to Use, the Producer shall elect either the Prepayment or the Advance.
  - (c)     **Conversion of Promotional Content to both New Media and Conventional Platform Use:** The New Media Use shall be provided for as in paragraph (a) above and the conventional Use shall be provided for as set out in paragraph (b) above.
- A3205     The Performer may not take, or cause to be taken, still pictures on the set or location without the full knowledge and prior consent of the Producer.

### A33 – EXCERPTS

- A3301     **Excerpts**
- (a)     Any Performer appearing in an excerpt not within the exceptions in subparagraph (c) below will be paid a fee not less than the contracted daily fee such Performer received in the original program from which the excerpt is taken. All other terms and



conditions of this Agreement (including Use fees) shall apply to the new program as if the Performer had actually participated.

- (b) Notwithstanding Article A3302, a Performer who appears in multiple excerpts, not within the exceptions in subparagraph (c) below, that are used in a single program, will receive a fee equal to the highest contracted daily fee such Performer received in one of the original programs from which the excerpts are taken.
- (c) Excerpts may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
  - (i) when such excerpt is used in a program in which the Performer(s) participates in new work for such program, or
  - (ii) as a recap, preview, or teaser within a Series from which the footage was taken.
- (d) Excerpts with an aggregate length of not more than five (5) minutes, or ten (10) minutes in the case of Productions with a running time that exceeds sixty (60) minutes (excluding commercials), may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
  - (i) for the purpose of advertising or promoting a program or programs within a Series from which the excerpt is taken;
  - (ii) in any awards program;
  - (iii) in news/newsmagazine programs for the promotion of the Performer(s) and/or Production or Series, or because of the newsworthy nature of the performance or Performer(s) and/or the original Production.
- (e) This paragraph does not apply to the Use of flashbacks, which is addressed in Article A3302 below, and does not apply to the Use of excerpts in opening montages, which is addressed in Article A3303 below.
- (f) For excerpts used in a Variety Program or a Documentary Production, the Performer shall be paid a fee of \$100 per excerpt of thirty (30) seconds or less up to the current minimum daily fee.
- (g) The foregoing provisions do not apply to Background Performers.

A3302 If flashbacks are used in an Episode in which a Performer does not otherwise appear, the Performer shall be paid not less than their

contracted daily fee for the Production from which the flashback footage was taken. All other terms and conditions of this Agreement shall apply as if the Performer had actually participated.

**A3303 Opening Montages** When a Performer other than a Background Performer appears in an opening montage and in fifty percent (50%) or more of the Episodes in the Series cycle, the Performer shall receive no additional payment for such Use. If a Performer appears in an opening montage and in less than fifty percent (50%) of the Episodes in the Series cycle, the Performer shall be paid a fee equal to five percent (5%) of the Performer's contracted daily fee for each Episode in which the opening montage is used and in which the Performer does not otherwise appear.

**A3304 Series Theme Music** Payment of the following fees shall entitle the Producer to utilize the theme on one Episode of the Series. Use of the theme on additional Episodes shall require payment of an additional five percent (5%) of such fee per Episode, plus applicable Use fees.

Period	Daily Fee	Hourly Rate	Overtime Rate	Included Work Hours
Singers – Solo or Duo				
1	\$533.50	\$95.00	\$142.75	4
2	\$549.50	\$97.75	\$147.00	4
3	\$566.00	\$100.75	\$151.50	4
Group Singers				
1	\$359.50	\$64.00	\$96.25	4
2	\$370.25	\$66.00	\$99.25	4
3	\$381.25	\$68.00	\$102.25	4

#### A34 – REPLACEMENT OF A PERFORMANCE

**A3401** The Producer will not, without the Performer's consent, lip-synchronize or use a photographic double in lieu of the Performer, except under the following circumstances:

- (a) when necessary to meet expeditiously the requirements of the exhibition or broadcast;
- (b) when necessary to meet expeditiously censorship requirements,

domestic or foreign;

- (c) when, in the opinion of the Producer, failure to use a photographic double for the performance of hazardous acts might result in physical injury to the Performer;
- (d) when the Performer is not available, or when the exigencies of production render such impracticable; and/or
- (e) when the Performer fails or is unable to meet certain requirements of the Role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Performer.

Pursuant to any of the provisions (a) through (e) above, the Producer shall have the right to lip-synchronize or use a photographic double to synchronize or double not only the acts and poses, plays, and appearances of the Performer, but also the voice of the Performer and all instrumental, musical, and other sound effects to be produced by the Performer to such an extent as may be required by the Producer.

#### A35 – CREDITS

A3501 In its distribution or licensing agreements with exhibitors, distributors, broadcasters, or similar licensees, the Producer shall include a provision prohibiting the licensee from deviating from the contracted Performer credits. In the case of an inadvertent breach, the breach shall be cured prospectively.

A3502 In Documentary or Industrial Programs, if any craft credits are given, credits to Performers as provided for in this Article shall apply.

A3503 The Producer will use its best efforts to place at the end of each theatrical film and TV movie a cast of characters naming the Performers and the Roles played.

A3504 All credits will be presented in readily readable colour, size, and speed, subject only to the requirements of the broadcaster.

A3505 Should the Producer fail to provide the credits on the Production as required above, the Producer agrees to the following remedy:

- (a) to correct the omission prior to public showing, where practicable, or
- (b) if correction as in subparagraph (a) above is not practicable, to fulfill

the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Performer whose credit has been omitted. The specific periodicals and the size and content of the announcements will be the subject of negotiation between the Producer and the Performer. Should the parties fail to agree on the nature of these announcements, the matter may be submitted to the Joint Standing Committee for resolution. The cost of these advertisements will be borne by the Producer.

- A3506 The Producer shall include the ACTRA logo on the credit or cast roll if that of any other union or guild is included, and if ACTRA provides the logo on a timely basis.

#### A36 – PAYMENT

- A3601 **Payment** All fees must be paid within fourteen (14) calendar days following performance.
- A3602 **Late-Payment Penalty** In the event that payment of fees is not forthcoming as prescribed in Article A3601, the Producer shall pay to the Performer a late payment charge of twenty-four percent (24%) per annum of the total outstanding Gross Fees, payable monthly for each thirty (30) day period or part thereof, beginning with the fifteenth (15th) day following performance. This provision shall not apply in the following circumstances:
- (a) where the Producer has filed with ACTRA a bona fide dispute relating to the fees payable
  - (b) where normal methods of payment are interrupted (e.g., by a national mail strike).
- A3603 **Reporting of Errors** Upon receipt of fees, a Performer shall have thirty (30) days in which to report any error in payment, following which the payment shall be deemed to have been correct.
- A3604 **Right of Audit** For the purposes of verifying the propriety of payments made under this Agreement, ACTRA shall have full access to and shall be entitled to examine and audit at annual intervals, or more frequently if warranted by the circumstances, as determined by ACTRA, at the normal place of business and normal business hours, all books, records, accounts, receipts, disbursements, and any other relevant documents related to

## A37 – ADMINISTRATION FEES

### A3701 Administration Fees

- (a) **ACTRA Fees** The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying to ACTRA as an administration fee (if the Producer is a Member in Good Standing of one of the Producers' Associations as of the date of remittance of the administration fee, as evidenced by written notice from one of the Associations to such effect) one percent (1%) of the Gross Fees paid to all Performers ("Gross Performers' Fees") engaged by the Producer for the Production, to a maximum of fifteen hundred dollars (\$1,500.00) per Production or Episode. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceed two million dollars (\$2,000,000.00), the above noted maximum administration fee shall be three thousand dollars (\$3,000.00).
- (b) **New Business Development Plan** In respect of new live-action television Series and Pilots, the terms and conditions of the IPA shall be amended as follows, for the first two (2) seasons of the Series only:
- (i) ACTRA shall forgive payment of administration fees otherwise payable under Article A3701(a).
  - (ii) The provisions of Article C501 shall provide that this type of Production may maintain the status quo for ACTRA Background Performers as per the 2002–2003\* version of Article C501 (e.g., 25 vouchers in Toronto).

\* Subject to Article C301, the Producer is only required to engage the following number of Background Performers herein provided:

If the Producer engages:

- (i) 25 ACTRA members for any Production in Toronto
- (ii) 15 ACTRA members for any Production in Montreal or Vancouver;  
or
- (iii) 10 ACTRA members for any Production outside of Toronto,  
Montreal or Vancouver

to work on a Production on the same day. The Producer may hire an additional number of persons to perform work normally performed by ACTRA members (subject to Article C304) on that day. The minimum shall exclude Stand-ins and Photo Doubles.

- (c) **CMPA Fees** If the Producer is a Member in Good Standing of the CMPA as of the date of remittance of the administration fee, the Producer shall pay to the CMPA two percent (2%) of the Gross Performers' Fees, to a maximum of three thousand and eight hundred dollars (\$3,800.00) per Production or Episode. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceed two million dollars (\$2,000,000.00), the above noted maximum administration fee shall be five thousand and seven hundred dollars (\$5,700.00). The Producer's obligations to pay these fees to the CMPA shall not be reduced, waived or otherwise varied absent the CMPA's express written consent.
- (d) **AQPM Fees** A Producer who is a member of the AQPM shall pay any levies that may be due to the AQPM directly to the AQPM.
- (e) **Non-member Producer** If the Producer is not a Member in Good Standing of one of the Producers' Associations as of the date of remittance of the administration fee, as evidenced by written notice from one of the Associations to such effect, five percent (5%) of the Gross Performers' Fees, with no maximum for any Production or Episode, shall be sent directly to ACTRA. All amounts collected under this paragraph shall be divided as follows: fifty percent (50%) shall be retained by ACTRA and fifty percent (50%) shall be paid to the CMPA (or to the AQPM if the majority of the Production was shot in Quebec). ACTRA shall remit the respective shares of the administration fees collected pursuant to this paragraph, itemized by Production, to the CMPA or AQPM within thirty (30) days of the end of each calendar quarter. Upon seventy-two (72) hours' notice, an authorized representative of the CMPA or AQPM may, during normal business hours, inspect the books and records of ACTRA pertaining to the collection and remittance of the administration fee.
- (f) A Member in Good Standing is defined as a member of an Association whose payments to the Association for membership dues and administration fees are up to date.
- (g) During the life of this Agreement, the CMPA may amend the amounts payable to the CMPA set out in Article A3701(c).
- (h) The ACTRA National office will send to the Associations on an ongoing basis a list of all Productions containing the title of the Production, the name and address of the Producer, the shooting

dates, location, and the Producer's Association membership as declared.

**A3702 ACTRA PRS Administration Fee**

- (a) To partially defray the cost of monitoring and enforcing the provisions of Part B of this Agreement, each Producer shall remit to the ACTRA PRS one-half percent (0.5%) of Gross Fees paid to all Performers engaged in the production of a Production. The Parties agree that the amount of the ACTRA PRS administration fee payable hereunder shall be subject to the following maximums:

for a television Series                      \$250.00 per Episode, subject to a  
maximum of \$1,500.00 per season

for any other Production                      \$1,500.00

- (b) In addition to the fees provided for in Article A3702(a), where the ACTRA PRS receives and is required to distribute monies to Performers under Part B of this Agreement, the Producer or Distributor shall pay to the ACTRA PRS an administration fee of one percent (1%) of the total amount to be distributed. The minimum administration fee shall be \$150.00 per Production, payable as an advance with the first Use payment.

**A3703 Non-member Equalization Payments and Deductions**

- (a) In order to equalize the payments and deductions in respect of ACTRA members and non-members, the Producer shall
- (i) contribute an amount equal to twelve percent (12%) of the Gross Fees paid to each Performer who is not a member of ACTRA, including those designated as Apprentice or temporary members, and work permittees (non-members), and
  - (ii) deduct from the remuneration payable to each non-member and Apprentice member an amount equal to three percent (3%) of the Performer's Gross Fees (inclusive of Use fees) to a maximum of \$3000.00 per Performer per Production (or per cycle, in the case of a Series).
- (b) The equalization payments and deductions pursuant to this Article may be used and applied by ACTRA for disposition in such manner

and for such purposes as may be determined at its absolute and unfettered discretion.

- (c) All contributions and deductions made pursuant to this Article shall be payable by cheque to
  - (i) the Union of British Columbia Performers, in respect of Productions in the province of British Columbia, or
  - (ii) ACTRA I&R, in the case of all other Productions.

**A3704 Deductions from ACTRA Members' Fees: ACTRA Dues and Assessments**

- (a) The Producer shall deduct dues at a rate determined by ACTRA from of the Gross Fees (inclusive of Use fees) paid to each Performer who is an ACTRA member and shall remit such amount to ACTRA. During the life of this Agreement, ACTRA may amend the percentage of this deduction with ninety (90) days' notice to the Associations.
- (b) The Producer will deduct from the Performer's fees any fines, assessments, or arrears in ACTRA membership dues that are not prohibited by law, provided that ACTRA makes a timely request in writing to the Producer for such deductions. The Producer shall remit such deducted amounts to ACTRA along with a written statement containing the names of the Performers from whom the deductions were made and the amounts of the deductions. The Performers shall be deemed to have consented to such deductions. ACTRA agrees to assume liability for and to indemnify and hold harmless the Producer from and against any and all claims, actions, suits, costs, liabilities, judgements, obligations, losses, penalties, expenses (including, without any limitation, legal fees and expenses), and damages of any kind or nature whatsoever imposed upon, incurred by, or asserted against the Producer as a result of or arising directly or indirectly out of Producer's making and remitting such deductions.

**A3705 Payment Procedure** All deductions made pursuant to this Article shall be remitted to the local ACTRA office in the location where the Production is being produced and/or administered. All fees, contributions, and deductions shall be indicated on the Performer Remittance Statement and shall be payable at the same time as, and for the same period covered by, the Production payroll.



- A3801 Insurance** For insurance benefits of each Performer who is a member of ACTRA, the Producer shall contribute an amount equal to five percent (5%) of the Performer's Gross Fees (inclusive of Use fees), subject to Articles A3804 and A3805.
- A3802 Retirement Plan** For the retirement plan of each Performer who is a member of ACTRA, the Producer shall contribute an amount equal to seven percent (7%) of the Performer's Gross Fees (inclusive of Use fees), subject to Articles A3804 and A3805.
- A3803 Deductions from Performer's Fees for Retirement Plan** For retirement purposes, the Producer shall deduct an amount equal to three percent (3%) of the Gross Fees (inclusive of Use fees) paid to each Performer who is a member of ACTRA (excluding Apprentice members), subject to Articles A3804 and A3805.
- A3804 Maximum Contributions** With respect to Performers whose Gross Fees (inclusive of any advance against Use fees) from a contract of engagement exceed one hundred thousand dollars (\$100,000.00), the maximum contributions pursuant to Article A38 shall be
- \$5,000.00 pursuant to Article A3801;
  - \$7,920.00 or \$8,300.00 for Performers subject to a Series Option pursuant to Article A29 and contracted on or after January 1, 2020, pursuant to Article A3802; and
  - \$3,000.00 pursuant to Article A3803.
- For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.
- A3805** Except as provided for in Article A3808, where non-Canadian Performers who are not members of ACTRA are contracted, the deductions made and Producer contributions and payments required under this Article shall be limited to the minimum fees in this Agreement.
- A3806 Payment Procedure** All contributions and deductions made pursuant to this Article shall be payable by cheque to
- (a) the Union of British Columbia Performers, in respect of Productions in the province of British Columbia, or
  - (b) ACTRA I&R, in the case of all other Productions.

All cheques shall be remitted to the local ACTRA office in the location

where the Production is being produced and/or administered. All deductions and contributions shall be indicated on the Performer Independent Production Remittance Statement and shall be payable at the same time as, and for the same period covered by, the Production payroll.

- A3807 **Late-Payment Penalties** Late-payment penalties provided for in Article A3602 shall be applicable also to the payment of insurance and retirement contributions and deductions.
- A3808 In respect of any Performer who is a non-resident, non-Canadian SAG or AFTRA member, engaged in the United States under a SAG or AFTRA agreement and transported to Canada, the Producer will make the contributions required by such agreement directly to the SAG or AFTRA pension and health plans on behalf of said Performer, and to the extent of such payments, the Producer will be relieved of the obligation to make contributions pursuant to this Article (A38). Non- resident Canadians who are SAG or AFTRA members shall have the choice of having contributions made under the SAG or AFTRA agreement (in which case the preceding sentence shall apply) or under this Agreement. The Parties confirm that contributions shall be made to one plan, not both, and that Article A3703 does not apply when contributions are made to SAG or AFTRA plans.
- A3809 ACTRA's Insurance and Retirement service provider of record is ACTRA Fraternal Benefit Society.

**PART B: MINIMUM FEES, DISTRIBUTION, USE RIGHTS, AND FEES****B1 – MINIMUM FEES**

**B101 Minimum Daily Fees for On-Camera Performers (per Performer, Except Background Performer)** The rates and fees are based on an eight (8) hour day.

<b>Categories</b> (listed on following page)	<b>Period</b>	<b>Daily Fee</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>	<b>Weekly Rate</b>
(a) Principal Actor, etc.	1	\$761.00	\$95.00	\$142.75	\$3234.25
	2	\$783.75	\$97.75	\$147.00	\$3331.25
	3	\$807.25	\$100.75	\$151.50	\$3,431.25
(b) Singer, etc.	1	\$570.25	\$71.25	\$107.00	\$2424.00
	2	\$587.25	\$73.50	\$110.25	\$2496.75
	3	\$604.75	\$75.75	\$113.50	\$2,571.75
(c) Actor, etc.	1	\$513.75	\$64.00	\$96.25	\$2183.75
	2	\$529.25	\$66.00	\$99.25	\$2249.25
	3	\$545.25	\$68.00	\$102.25	\$2,316.75
(d) Variety Principal	1	\$1141.50	\$142.75	\$214.00	\$4851.25
	2	\$1175.75	\$147.00	\$220.50	\$4996.75
	3	\$1211.00	\$151.50	\$227.00	\$5,146.75
(e) Chorus Performer	1	\$739.75	\$92.50	\$138.75	\$3146.25
	2	\$762.00	\$95.25	\$143.00	\$3240.75
	3	\$784.75	\$98.00	\$147.25	\$3,338.00
(f) Stunt Coordinator	1	\$1008.75	\$126.00	\$189.00	n/a
	2	\$1039.00	\$129.75	\$194.75	n/a
	3	\$1070.25	\$133.75	\$200.50	n/a

(g) Stunt Actor	1	\$1141.50	\$142.75	\$214.00	n/a
	2	\$1175.75	\$147.00	\$220.50	n/a
	3	\$1211.00	\$151.50	\$227.00	n/a

**Period 1** January 1, 2019, to December 31, 2019

**Period 2** January 1, 2020, to December 31, 2020

**Period 3** January 1, 2021, to December 31, 2021

### Categories

- (a) Principal Actor, Announcer, Cartoonist, Dancer (solo or duo), Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Sportscaster, Stunt Performer, Panelist
- (b) Singers or Dancers in groups of up to four (4)
- (c) Actor, Model, Singers or Dancers in groups of more than four (4)
- (d) Variety Principal
- (e) Chorus Performer
- (f) Stunt Coordinator
- (g) Stunt Actor

**B102 Minimum Fees for Performers in Series** In a Series, performance fees may be calculated on the basis of the minimum daily fees provided for in Article B101, either per Episode or per day of production, whichever is the greater.

**B103 Minimum Fees for Off-Camera Performers and Lip Synchronization** (per Production)

Categories	Period	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
Principal Actor, etc.	1	\$533.50	\$95.00	\$142.75	4
	2	\$549.50	\$97.75	\$147.00	4
	3	\$566.00	\$100.75	\$151.50	4
Actor, etc.	1	\$359.25	\$64.00	\$96.25	4
	2	\$370.00	\$66.00	\$99.25	4
	3	\$381.00	\$68.00	\$102.25	4

For the purpose of this clause, “Principal Actor” shall include all categories noted under Article B101(a) and (b), and “Actor” shall include all categories noted under Article B101(c).

The fees and rates in Article B103 are based on four (4) hours of included work time. When work is continued beyond the designated four (4) hours of included work time on a single Production in a day, the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) hours of work shall be paid at the hourly rate specified above. Work, if required, beyond the eighth (8th) hour of work shall be paid at the overtime rate specified above per hour. (Note: Dubbing of animated Productions is covered by Part D.)

**B104 Minimum Fees for Off-Camera Narrators and Commentators (per Production)** For purposes of payment to off-camera Narrators and Commentators, the Production shall be divided into ten (10) minute segments. Payment shall be based on the number of such segments in which the Performer appears and shall be a minimum of the following:

- (a) **Fees** (based on one [1] hour included work time)
 

1st segment	\$356.75/ \$367.50/ \$378.50 per Performer
2nd segment	\$289.25/ \$298.00/ \$307.00 per Performer
3rd segment	\$143.75/ \$148.00/ \$152.50 per Performer
4th and subsequent segments	\$99.25/ \$102.25/ \$105.25 per Performer
- (b) **Additional Work Time** Any time worked in excess of the included work time per segment provided for above shall be paid at the rate of \$95.00/ \$97.75/ \$100.75 per hour per Performer.
- (c) **Discounts** Where the performance involves two (2) Productions in one session, a twenty percent (20%) discount applies. If there are three (3) or more Productions in one session, a thirty percent (30%) discount applies.

## B2 – DISCOUNTS

**B201 Weekly Rate** The weekly rate is applicable when no fewer than five (5) consecutive days of work out of seven (7) consecutive days are guaranteed in the Performer’s written contract.

- B202 Multiple Productions** For game, talk, panel, exercise, cooking, and similar skill- or craft-oriented Productions, each of which is thirty (30) minutes in length or less, and for all other Productions of any type, each of which is fifteen (15) minutes or less in length, when a Performer contracted for the Series performs in at least three (3) such Productions to be produced per day of production, a thirty percent (30%) discount in the daily fees applicable to each Production applies. Additional work time, overtime, and other such fees shall not be subject to a discount.
- B203 Series Rates for Off-Camera Performance** Where an off-camera Performer is guaranteed a minimum of thirteen (13) or more Episodes in a live-action Series to be produced within a period of six (6) months for each thirteen (13) Productions, the daily work fee payable may be discounted by thirty-five percent (35%) in recognition of this guarantee. Weekly fees shall not be adjusted.
- B204 No Pyramiding** Whenever one of the above rates is applied, there shall not be a pyramiding of such rates. Only one of the above rates may be applied to any engagement of a Performer.
- B205 Adjustment If Work Cancelled** If any adjusted rate has been applied to a Performer's fee in accordance with the provisions provided herein and work is cancelled, which causes a failure to meet the requirements of weekly multiple Production or Series rates provisions, the Performer concerned shall be paid the contracted daily fee for the days of work for which the Performer is contracted.
- B206 Pilot Program** The minimum performance and daily fee provided for in this Agreement (except for Background Performers) may be discounted by fifty percent (50%) for the production of a Pilot Program. Hourly, overtime, or any other rates and fees shall not be discounted. The Use of a Pilot Program shall be limited to evaluation purposes, and shall not include broadcast. Any other Use of the Pilot Program, including broadcast, shall require a step-up of fees to Performers to the minimum fees in this Agreement, or the Contracted Fee, whichever is higher, and the payment of applicable residual payments or Use fee(s).

### **B3–B5: USE RIGHTS AND FEES FOR ALL PROGRAMS EXCEPT DOCUMENTARIES AND INDUSTRIAL PROGRAMS**

#### **B3 – DECLARED USE**

- B301** Upon payment of the minimum fees, the Producer is entitled to

worldwide Non-theatrical Use and one of the following declared Uses of the Production. At the time of contracting of Performers, the Producer must declare the intended declared Use of the Production.

- (a) Theatrical                      worldwide theatrical Use for period of copyright of the Production
- (b) Free Television                one (1) domestic run in Canada
- (c) Pay Television                one (1) year's Use in Canada
- (d) Cable Television              three (3) years' Use in Canada
- (e) Compact Devices            two (2) years' Use in Canada
- (f) Educational Television       three (3) years' Use in Canada
- (g) New Media                    worldwide Use for one (1) year for:
  - (i) Option 1 New Media Productions (as defined in Part E) with a budget of ten thousand dollars (\$10,000.00) per minute or less; and
  - (ii) Option 1 New Media Productions with a budget of over ten thousand dollars (\$10,000.00) per minute where the Producer elects to pay a Prepayment or Advance; and
  - (iii) High-Budget SVOD Productions (as defined in Part E) where the Producer elects to pay a Prepayment or Advance.

All other Option 1 New Media Productions and High-Budget SVOD Productions (defined in Article E203) shall have a worldwide declared Use of six (6) months.

If there is an administrative or clerical error in the initial selection of the declared Use of the Production, which is discovered before the first Use of such Production, the Producer shall promptly advise ACTRA of the error and ACTRA will act reasonably in allowing a correction to the declaration.

If the intended declared Use of the Production changes within twelve (12) months following the delivery of the Production, but before the first Use of such Production, and the change is bona fide, the Producer shall advise ACTRA of such change. Subject to the consent of the contracted Performers, which shall not be unreasonably withheld or delayed, the amended declared Use shall then apply.

## B4 – RESIDUAL PAYMENTS

B401      When a Production is exploited in a market other than the market

provided for in the declared Use and the Producer has elected not to adopt the Use payment system in Article B5, Performers shall be paid the following minimum Use fees based upon the following percentages of Net Fees earned during the production of the Production. Use fees shall be paid within thirty (30) days of the date of such Use.

**B402 Theatrical Use** When a Production produced with a declared Use of Free Television, Pay Television, Cable Television, Compact Devices, Educational Television or New Media is distributed for Theatrical Use, the Producer shall pay to Performers the following percentages of the Performers' Net Fees for unlimited theatrical Use:

- (a) productions sixty (60) minutes or less in length 15%
- (b) productions exceeding sixty (60) minutes in length 35%

**B403 Free Television**

(a) **Use in Canada**

- (i) each domestic run 30%
- (ii) each Use on a single television station:
  - Toronto/Hamilton 20%
  - all other stations 10%

When the aggregate of payments to the Performer for Use under subparagraph (a)(ii) above has reached thirty percent (30%) of the Performer's Net Fees, the Producer shall be entitled to authorize broadcast of the Production one (1) time on one (1) television station in each market in Canada in which the Production has not been so used.

(b) **Use in the United States**

Use	Network	Syndicated	Non-commercial
first	35%	25%	25%
second	30%	20%	20%
third	25%	15%	15%
fourth	25%	15%	15%
fifth and subsequent	10%	10%	10%



**(c) World Market**

- (i) each Use in any country except Canada,  
United States, United Kingdom, and Germany 10%
- (ii) each Use in United Kingdom 5%
- (iii) each Use in Germany 4%
- (iv) each Use in any single country except Canada,  
United States, United Kingdom, and Germany 2%

**B404 Pay Television**

- (a) Use in Canada**
  - for each three (3) months' Use in Canada 10%
  - for twelve (12) months' Use in Canada 25%
- (b) Use in the United States**
  - for each three (3) months' Use in the U.S. 15%
  - for twelve (12) months' Use in the U.S. 30%
- (c) Use in foreign markets**
  - for each three (3) months' Use in foreign markets 5%
  - for twelve (12) months' Use in foreign markets 30%

**B405 Cable Television**

- (a) Use in Canada**
  - for each one (1) year of Use in Canada 10%
- (b) Use in the United States**
  - for each one (1) year of Use in the U.S. 15%
- (c) Use in foreign markets**
  - for each one (1) year of Use in foreign markets 15%

**B406 Compact Devices**

- (a) Use in Canada**
  - for each one (1) year of Use in Canada 10%
- (b) Use in the United States**
  - for each one (1) year of Use in the U.S. 15%
- (c) Use in foreign markets**
  - for each one (1) year of Use in foreign markets 15%

**B407 Educational Television**

- (a) Use in Canada**
  - for each one (1) year of Use in Canada 10%

(b) **Use in the United States**

for each one (1) year of Use in the U.S.	15%
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(c) **Use in foreign markets**

for each one (1) year of Use in foreign markets	15%
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**B408 New Media**(a) **Use in Canada**

for each one (1) year of Use in Canada	10%
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(b) **Use in the United States**

for each one (1) year of Use in the U.S.	15%
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(c) **Use in foreign markets**

for each one (1) year of Use in foreign markets	15%
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**B5 – USE FEES BASED ON PARTICIPATION IN DISTRIBUTOR'S GROSS REVENUE**

**B501 Options** If a Producer plans to exploit a Production by a Use other than the declared Use, and elects not to pay residual payments in accordance with Article B4, the Producer shall elect one of the following options at the time of production:

(a) **All Uses Prepayment Option** The Producer may acquire unrestricted Use rights, in all media throughout the world, including New Media, for a period of four (4) consecutive years from the date of first exploitation release in any Residual Market, for one hundred and thirty-five percent (135%) of Net Fees for theatrical Productions, or one hundred and ten percent (110%) of Net Fees for television and other Productions.

(b) **Conventional Use Prepayment Option** The Producer may acquire unrestricted Use rights, in all media throughout the world, excluding New Media, for a period of four (4) consecutive years from the date of first exploitation release in any conventional Residual Market, for one hundred and thirty percent (130%) of Net Fees for theatrical Productions, or one hundred and five percent (105%) of Net Fees for television and other Productions.

The Producer shall declare and specify the prepayment in the individual contract of the Performer. The prepayment must be paid to Performers at the time of production.

(c) **Advance Option** The Producer may pay, at the time of production, one of the following percentages of Net Fees as a non-refundable

advance (“Advance”) against the following Use fees for all Uses set out in Article A445 (a)(i-viii), based on Performer participation in DGR as defined in Article B509:

<b>Option Number</b>	<b>Non-refundable Advance (% of Net Fees)</b>	<b>Participation in DGR</b>
1	100.0%	3.6%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

#### **B502 Limitation of Selection of 25% Advance**

- (a) The only circumstance that will allow a Producer to select Option 4 above, and therefore make a twenty-five percent (25%) Advance payment under Article B501(c), is if there are only exclusively Canadian presale(s) as of the first day of principal photography of the Production, which presale(s) includes one of the declared Uses as defined in Article B301. Unless the Production presale(s) fulfills these conditions, the Producer shall not be entitled to exercise Option 4. In the event that prior to the completion of principal photography of a Production or a Series there is a non- Canadian sale, the Producer shall immediately and retroactively increase the Advance payment to at least fifty percent (50%).
- (b) A Producer who exercises Option 4 without strictly fulfilling all of the conditions in Article B502(a) shall be liable to pay damages to the ACTRA PRS in respect of the Performers affected, based on the Advance payment calculated at the rate of seventy-five percent (75%) (Option 2), less the Advance payment actually made. The Performers concerned shall continue to be entitled to participate in DGR derived from the Production at the rate provided for in Option 4 (6.6%).
- (c) Producers accessing the terms of this Article shall sign the Declaration Respecting the 25% Advance Option attached as Appendix 23.

**B503 Selection of Use-Payment Option** The election made by the Producer under Article B501 shall be the same for each Performer engaged in the Production. The Producer shall either elect to prepay all Performers as set out in Article B501(a) or (b) or elect one of the Advance payment options

as set out in Article B501(c). For clarity, if a Producer elects to prepay Performers as set out in Article B501(a) or (b), all Performers engaged in respect of the Production shall be entitled to receive the same percentage of fees as a prepayment. On the other hand, if a Producer elects to make Advance payments as set out in Article B501(c), the Producer must select the same percentage of the Advance and thus provide for the identical rate of participation in the DGR for each Performer in the Production.

**B504 Participation in Gross: Prepayment**

- (a) If the Producer elects to make a prepayment as set out in Article B501(a) or (b) or D111(a) or (b), the Performers shall be paid Use fees in the aggregate in the amount of 3.6 % of the DGR or, in the case of CIPIP productions the amount shall be 5% and in the case of Option 1 New Media Productions with a budget of \$10,000 per minute or less the amount shall be 8%, except that revenues earned by the Production within the first four (4) year period of prepaid Use shall not entitle the Performer to receive any such payments on such revenues, i.e., revenues attributed to Uses within the initial four (4) year period shall not form part of the DGR for the purposes of calculating additional Use fees.
- (b) In the event the Producer elects any conventional Use prepayment under the IPA or CIPIP provisions and the Producer subsequently exploits the Production in New Media, the Performers shall be paid New Media Use fees in the aggregate in the amount of 3.6 % of DGR or, in the case of CIPIP productions the amount shall be 5%, from the date of first exploitation in the New Media Use.

**B505 Participation in Gross: Advance** If the Producer elects to pay an Advance as set out in B501 (c), Performers shall be paid, as Use fees, an aggregate amount equal to the applicable percentage of DGR, provided that no amounts shall be paid until such time as the Aggregate Advance (as defined in Article B507) is recouped from the DGR.

**B506 Limit on Individual Advance** The Parties acknowledge that the maximum amount of an individual Performer's Advance shall be fifty percent (50%) of the Gross Fees payable to such Performer in respect of the Production.

**B507 Calculation of Aggregate Advance** The Aggregate Advance shall be, for the purposes of calculating additional Use fees, the total of all the

Advance payments paid to Performers in a Production, with the limitation that no Performer shall be credited with an Advance payment greater than the amount equal to the number of days of principal photography multiplied by twenty (20) times the minimum daily fee for a Principal Actor, as set out in Article B101.

- B508      Payment of Use Fees** Additional Use fees shall be payable to the ACTRA PRS and shall be distributed to Performers pursuant to the provisions of Article B512. Although individual Advance payments in excess of the limitations specified in Article B506 and B507 that are payable to individual Performers may not be credited to the Aggregate Advance, the ACTRA PRS shall have the right to take into account such excess Advance payment to an individual Performer when determining the allocation that will be made to said Performer under Article B512.
- B509      Distributor's Gross Revenue ("DGR")** shall mean all monies derived in any manner whatsoever from distribution of the Production, including through the sale, license, or other like means of distribution of the Production, and shall be calculated before or simultaneously with any other gross participants from first dollar, without deductions of expenses of any kind. In the case of animated Productions, DGR shall include only revenues from licences of the English-language version of the Production. For greater certainty,
- (a) monies derived through the exploitation of ancillary, allied, and underlying rights and like rights, such as merchandising, novelization, and sequel rights, shall not be included in DGR;
  - (b) DGR shall also mean all monies received by those Distributors with which the Producer has entered into a distribution agreement (the "Head Distributor") in respect of the Production. The DGR shall include all monies received by sub-distributors that
    - (i) are related to (as per the provisions of Appendix 4), or which do not have an arm's-length relationship with, the Producer or the Head Distributor, or
    - (ii) have an obligation to report and remit revenue directly to the Producer or Head Distributor.
  - (c) Presale revenues shall be included in DGR. A presale means the grant of a licence or rights to utilize a Production, prior to production, to an end user, for consideration. Distribution Advances (i.e., payments received by a Producer from a Distributor) shall not be included in DGR for the purpose of

triggering the payment of Use fees to Performers. However, a Distributor shall not be entitled to deduct the amount of the Distributor's Advance from the DGR for the purpose of calculating Use payments.

- (d) Notwithstanding the foregoing, DGR derived from "Electronic Sell Through" (EST) and the sale or rental of Compact Devices shall be deemed to be equal to twenty percent (20%) of the wholesale selling price. In the event that the wholesale selling price of Compact Devices is at or less than the typical sell-through price to wholesalers (currently \$30 per unit), the deemed DGR shall be ten percent (10%) of the wholesale selling price.
- (e) The Producer, at the time of production, will make a reasonable allocation of revenues for the purposes of determining which portion thereof is attributable to the declared Use and/or prepayment and which portion thereof is attributable to the DGR upon which Use payments are based, subject to the right of ACTRA to refer any difference to arbitration under Article B701. If, as a result of this allocation, Use fees become payable from the DGR, the said fees shall be paid to the ACTRA PRS at the time of production.
- (f) **Packaging** It is acknowledged by the Parties that Distributors may seek to diversify their risks by packaging more successful and less successful Productions. Where Productions are packaged together for the purposes of distribution, the Parties shall allocate the revenue attributable to each individual Production, subject to the right of ACTRA to refer any difference to arbitration under Article B701.
- (g) **Official Treaty Co-productions**
  - (i) While DGR includes revenue from all sources on a worldwide basis, in respect of official treaty co-productions certified by Telefilm or by any successor organization, the DGR shall be
    - A. all those revenues derived from distribution of the official treaty co-production in those territories to which the Canadian co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the foreign co-producer;
    - B. a proportion of those revenues derived from the distribution of the official treaty co-production in those

territories in which the Canadian co-producer is entitled to distribution revenues on some shared basis with its foreign co-producer, which proportion shall be equal to that proportion of revenues agreed on by the co-producers to be paid to the Canadian co-producer from such territories (the “Canadian share”). The Canadian share shall be no less than the percentage of the total amount of the Production’s budget financing derived directly or indirectly from any Canadian source(s).

- (ii) Prior to production, the Producer shall disclose the Production’s status as an official treaty co-production to ACTRA and will provide the following information to ACTRA:
  - A. the name and legal status of the co-producers;
  - B. the details of the agreement between or among the co-producers in respect of the manner in which the revenues from the official treaty co-production will be divided between (or among) them, including details of territories to which either co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the other, and any material amendments to the agreement in such respect.
- (h) If the Associations negotiate a definition of DGR (or the equivalent) that in some or all aspects is superior to the definition in this Article, with any other trade union or association that bargains collectively on behalf of its members, the definition hereunder shall be amended to reflect the improvement.

**B510** When a Producer selects any of the Advance options, the Producer shall deliver to ACTRA

- (a) the calculation of the total amount of Advance payments, certified by the Production accountant or controller, and the backup material in this regard;
- (b) the first report that is due to the ACTRA PRS pursuant to subparagraph (a) of Article B511; and
- (c) the information and Use fees, if any, payable pursuant to Article B509(e).

**B511 Reporting and Payment Procedure**

- (a) The Producer shall deliver to the ACTRA PRS reports setting forth the amount of DGR in respect of all Uses of the Production derived in the applicable accounting period. Each report shall be delivered to the ACTRA PRS in the same manner and with the same frequency as the Producer reports to government agencies and/or other financiers, but it shall be no less than semi-annually for the first two (2) years following the first report filed hereunder, and annually thereafter. The first report shall be due sixty (60) days following the last date of the first reporting period and the ensuing reports shall be due with the frequency provided above. The first reporting period is the period immediately following delivery of the Production to the Distributor.

The reports will be accompanied by the aggregate Use payments payable to Performers and an outline of the method of calculation of said payments.

- (b) At the request of the ACTRA PRS the Producer will consent to release of true copies of the reports dealing with DGR filed with the government agencies and/or other financiers, subject to the right of the Distributor to edit the reports on the grounds that they contain confidential information.
- (c) The Producer (or Distributor) shall be deemed to hold the aggregate Use payments in trust for the Performers, from the time that gross revenues are recognized until the disbursement of same to the ACTRA PRS on the due date (i.e., the date that each report is due). In the enforcement of this Article, ACTRA, subject to its rights as a creditor, shall agree not to hold any employee of a Producer (or Distributor) liable for negligence, provided that said employee acts in a bona fide fashion. The DGR shall be recognized when a contract for the sale or conveyance of any rights in a Production is made, but Use payments shall be payable only when the reports are due under Article B511(a).
- (d) If the currency of the DGR is other than the Canadian dollar, the Use payment shall be calculated at the exchange rate for said currency on the basis of the established practice of the Producer or Distributor, which practice shall be disclosed in writing to the ACTRA PRS upon request. If the practice is amended at any time, such amendment shall be disclosed to the ACTRA PRS.



- (e) Payments shall be made to the ACTRA PRS, a corporation without share capital, in trust for the Performers concerned. The ACTRA PRS shall be entitled to make a claim of interest on payments received after the due date as provided for herein (i.e., the date the reports are due to be filed) at the Prime rate of interest as of the due date, plus three percent (3%), calculated monthly, which claim shall be enforceable under the terms of this Agreement.

**B512      Distribution of Payments** Residual and Use payments shall be distributed to Performers through the ACTRA PRS on the following basis:

- (a) Units will be assigned to Performers as follows: one (1) unit shall be defined as the minimum fee payable to the lowest-rated residual category for one (1) day of work.

Performers shall receive units according to the Gross Fee paid to that Performer for the production of the Production, to a maximum of twenty (20) units per Performer.

- (b) For each Production, the total revenue will be divided by the total units accumulated by all Performers with respect to the Production involved, and therefore a dollar value will be assigned to each unit. The distribution made to each individual Performer will be based on the number of units she or he has accumulated and the dollar value calculated in the preceding sentence.

**B513      Fair Market Value** The Producer and/or Distributor shall meet with the ACTRA PRS to determine the fair market value for distribution of a Production should such Production be distributed for Use by means of barter, exchange, or other means for which no charge is made, or a nominal fee is charged, or as part of a package of Productions. The Use fees payable to Performers shall be based on such agreed fair market value or as determined under the terms of Article B701.

**B514      Right of Audit** The Producer agrees that, for the purposes of verifying the propriety of payments made under this Agreement, ACTRA or the ACTRA PRS shall have full access to and shall be entitled to examine and audit at annual intervals (or more frequently if warranted by the circumstances, as determined by ACTRA or the ACTRA PRS at its sole discretion), at the normal place of business and during normal business hours, all books, records, accounts, receipts, disbursements, and any other relevant documents related to the Production and its distribution.

**B515** Should a Producer wish to exploit a form of Use for which terms and conditions are not specified in this Agreement, such Use shall not be made of the Production until ACTRA and the Associations have negotiated mutually acceptable terms and conditions to apply to such form of Use, and any dispute hereunder will be referred to final and binding arbitration in accordance with Article B701.

## B6 – USE RIGHTS FOR DOCUMENTARY AND INDUSTRIAL PROGRAMS

### B601 **Documentary Programs**

- (a) **Distribution Rights** Upon payment of the minimum fees provided for in this Agreement, the Producer is entitled to
  - (i) Unrestricted Theatrical and Non-Theatrical release rights, or
  - (ii) Non-Theatrical release rights and one Domestic Run.
- (b) **Step-up for Both Uses** Upon payment of ten percent (10%) Net Fees, the Producer shall be entitled to the rights in both Articles B601(a)(i) and B601(a)(ii).
- (c) **Conventional Use Prepayment Option** Upon payment of not less than fifty percent (50%) of the Net Fees, the Producer is entitled to unlimited Use of the Production, excluding New Media in all countries for five (5) years. At the expiry of any five (5) year period the Producer may elect to either:
  - (i) pay a further fifty percent (50%) Net Fees in order to acquire unlimited Use rights, excluding New Media, in all countries for a further five (5) year period; or
  - (ii) pay three and six-tenths percent (3.6%) of DGR. Once the 3.6% DGR applies, production cannot revert back to the fifty percent (50%) for five (5) years formula.
- (d) **All Uses Prepayment Option** Upon payment of not less than fifty-five percent (55%) of the Net Fees, the Producer is entitled to unlimited Use of the Production, including New Media, in all countries for five (5) years. At the expiry of any five (5) year period, the Producer may elect to either:
  - (i) pay a further fifty-five percent (55%) of the Net Fees in order to acquire unlimited Use rights, including New Media, in all countries for a further five (5) year period; or
  - (ii) pay 3.6% of DGR. Once the 3.6% DGR applies, production

cannot revert back to the fifty-five percent (55%) for five (5) years formula.

**Note:** For greater clarity, this Use fee section does not apply to dramatic Productions such as *Exhibit "A"* or *72 Hours*.

## B602 Industrial Programs

- (a) **Distribution Rights** Upon payment of the minimum fees provided for in this Agreement, the Producer is entitled to unrestricted theatrical and Non-theatrical release rights (i.e., excluding television).
- (b) **Step-up for Television Use** Upon payment of ten percent (10%) of the total Net Fees paid to Performers, the Producer is entitled to one (1) domestic run.
- (c) **Conventional Use Prepayment Option** Upon payment to the Performer of not less than fifty percent (50%) of the Net Fees, the Producer is entitled to unlimited Use of the Production, excluding New Media in all countries for five (5) years.
- (d) **All Uses Prepayment Option** Upon payment to the Performer of not less than fifty-five percent (55%) of the Net Fees, the Producer is entitled to unlimited Use of the Production, including New Media, in all countries for five (5) years.

**B603 Reuses on Canadian Television: Documentary Programs (Narrators and Commentators) and Industrial Programs** The Producer shall pay to the Performer the following percentages of the total Net Fees for each domestic run of a Production on television:

first reuse	10%
second and subsequent reuse	5%

## B7 – DISPUTE RESOLUTION MECHANISM

**B701** Any differences between the Parties to this Agreement arising from the interpretation, application, administration, or alleged violation of the provisions of Articles B3 to B6 inclusive, or as otherwise provided for in this Agreement, shall be referred to final and binding arbitration. The Arbitrator shall be jointly selected by the relevant Producer's

Association and ACTRA, and if the Parties fail to agree within twenty-one (21) days from the date of referral to arbitration, the Arbitrator shall be appointed by the federal Minister of Labour. The arbitration procedure shall be governed in all respects by the provisions of Appendix 11.

**PART C: MINIMUM FEES AND CONDITIONS FOR BACKGROUND PERFORMERS****C1 – MINIMUM DAILY AND WEEKLY FEES FOR QUALIFIED BACKGROUND PERFORMERS IN PROGRAMS (PER PRODUCTION)****C101**

<b>Category</b>	<b>Year</b>	<b>Daily Fee Hourly Rate</b>		<b>Overtime Rate</b>	<b>Weekly Rate</b>	<b>Included Work Hours</b>
Stand-In*	1	\$232.00	\$29.00	\$43.75	\$1043.00	8
	2	\$239.00	\$29.75	\$45.00	\$1074.25	8
	3	\$246.25	\$30.75	\$46.25	\$1106.50	8
Photo Double	1	\$220.50	\$27.50	\$41.50	n/a	8
	2	\$227.00	\$28.25	\$42.75	n/a	8
	3	\$233.75	\$29.00	\$44.00	n/a	8
Special Skill	1	\$294.25	\$36.75	\$55.25	n/a	8
	2	\$303.00	\$37.75	\$57.00	n/a	8
	3	\$312.00	\$39.00	\$58.75	n/a	8
Background Performer	1	\$220.50	\$27.50	\$41.50	n/a	8
	2	\$227.00	\$28.25	\$42.75	n/a	8
	3	\$233.75	\$29.00	\$44.00	n/a	8

\* The weekly rate for Stand-Ins is applicable only as provided for in Article C501(b)(i).

**C102** Except where the provisions of Part C specifically provide otherwise, the general provisions of Part A shall apply to Background Performers.

**C2 – QUALIFIED BACKGROUND PERFORMERS****C201 Definitions**

- (a) **Background Performer** means any Performer, other than a Principal Actor or an Actor, who is
- (i) not required to give individual characterization;
  - (ii) not required to speak or sing any word or Line of Dialogue;
  - (iii) not required to perform as a Special Skill Background Performer as described in Article C201(d);

- (iv) engaged to perform, either alone or as a member of a team or group, special silent businesses requiring a level of proficiency or other physical skill within the competence of the average person, even if required to perform in dress clothes or costumes.
- (b) **Photographic Double** means a Performer who doubles photographically for a member of the cast during on-camera long shots and other scenes in which the Photographic Double is not recognizable.
- (c) **Stand-In** means a Performer engaged to physically replace another Performer and whose duties may include reading lines of dialogue for blocking purposes during a setup period.
- (d) **Special Skill Background Performer** means a Background Performer engaged to perform, either alone or as a member of a team or group, special silent businesses with a level of physical proficiency or other physical skills superior to that of the average person, provided that such level of proficiency or other physical skills shall be deemed to exclude stunt work as provided for in Article A26. Examples of such special silent businesses are
  - (i) water skiing, diving, skin diving, or scuba diving;
  - (ii) driving a marine vessel, a commercial motor vehicle, or any motor vehicle requiring a chauffeur's license;
  - (iii) any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, and horseback riding,
  - (iv) discharging of firearms.
- (e) **Permittee** means a person granted a work permit who performs the work of a Background Performer, Photographic Double, or Special Skill Background Performer.

C202 Unrehearsed crowd noises and singing and/or recital of certain commonly known verses in crowd scenes when no music or words have been supplied and when such crowd noises, singing, and / or recital have not been rehearsed as a directed entity shall not be deemed dialogue and shall not be individually directed. No Background Performer shall be required to perform choreographed dances.

## C3 – QUALIFICATION OF BACKGROUND PERFORMERS

- C301 Preference of Engagement** Subject to Articles C501 and C502, prior to offering engagement as Background Performers to non-members of ACTRA, the Producer shall
- (a) inform ACTRA of the requirements for Background Performers at the same time as giving notice of such requirements to the casting director;
  - (b) offer engagement to members of ACTRA who are suitable for the engagement and who indicate that they are prepared to accept such engagement;
  - (c) direct persons responsible for selecting Background Performers on each Production to adhere to the foregoing undertaking.
  - (d) Where full members of ACTRA are unavailable, the Producer shall first offer engagement to ACTRA Apprentice members who are suitable for the engagement and who indicate that they are prepared to accept such engagement, secondly, offer the engagement to suitable ACTRA Additional Background Performer members (AABP) who indicate that they are prepared to accept the engagement, and only then to non-members.
- C302 Filing Work Reports** The Producer shall file on a daily basis with the local ACTRA office or provide to the ACTRA Business Representative a Performer Work Report (Appendix 5) with the name of each qualified Background Performer, together with the Production title and date of work of each Background Performer.
- C303** Permittees shall be permitted to work with ACTRA members upon the payment of a work permit fee to ACTRA of \$7.50 (or \$12.50 for Production locations within one hundred and twenty [120] kilometres of the ACTRA office in Toronto) per Permittee for each day such person is engaged.
- C304 Stand-In and Continuity Background Performer** Subject to Article C501, only ACTRA members shall be engaged in the categories of Stand-In or continuity Background Performer, except in the following circumstances:
- (a) where the Background Performers are Minors;

- (b) where ACTRA members who are suitable for the engagement are unavailable;
- (c) where unique characteristics are required;
- (d) where Background Performers are working for more than one day, pursuant to Article C5;
- (e) where continuity Background Performers are engaged exclusively for work in a location as described in Article C305.

**C305 Location Shoots** The terms and conditions of this Agreement shall not apply to engagement of Background Performers who are not members of ACTRA for production locations eighty (80) kilometres or more from the nearest ACTRA office (one hundred and twenty [120] kilometres in the case of Toronto). ACTRA members who reside within the vicinity of the location of the shoot shall receive preference of engagement from the Producer.

#### C4 – CONDITIONS OF ENGAGEMENT (QUALIFIED BACKGROUND PERFORMERS)

##### C401 **Booking and Upgrades**

- (a) Upon Booking, Background Performers shall be given specific notice of the wardrobe requirements, date, time, and place of production and category of Background Performer work and, where known, prior notice in respect of night shoots and the use of rain towers, if known.
- (b) If a Background Performer is not provided with specific notice of work described in (a) above upon Booking and there is a bona fide health reason why the Background Performer is unable to perform duties that require work described in (a) above, the Background Performer shall have the right to refuse such work and receive four (4) hours of pay or compensation for actual time worked, whichever is greater. Failure to notify a Background Performer of work described in (a) above shall not however limit the Producer's right to require that Background Performer to do other Background Performer work, in lieu thereof, if such other Background work exists.
- (c) Background Performers will be provided with the time of Call and location prior to twelve (12) hours before the Call time, subject to unexpected occurrences that can be verified. In the case of Stand-



Ins, the notice shall be given twenty-four (24) hours before the Call time.

- (d) With respect to upgrades, additional work time, additional workdays, etc., ACTRA members shall be given preference, except for purposes of continuity in a scene or of specific characteristic requirements.

C402 **Voucher Requirement** The Producer shall not require the Background Performer to commence work without a completed ACTRA Background Performer Voucher designating the category of work (see Appendix 17).

C403 **Wardrobe Call** Background Performers required by the Producer to attend specifically for the purpose of choosing and/or fitting wardrobe and/or wigs shall be paid for all time spent on each occasion at the Background Performer's hourly rate, with a two (2) hour minimum for each such Call, if such time is not otherwise being credited and paid for at the applicable rates. Where Performers are required to provide two (2) or more changes of wardrobe for a "go see," this shall be considered a paid wardrobe call and the Performer will be so paid, whether or not they are engaged.

C404 **Minimum Call** The minimum Call for Background Performers, Special Skill Background Performers, Photographic Doubles and Stand-ins is 8 hours. There may be 1 unpaid meal break during the 8 hour Call, such break to occur not earlier than 1 hour following the commencement of work. Work in excess of 8 hours shall be payable at the appropriate overtime rate.

C405 **Working in a Higher Category** If any Background Performer is upgraded to Special Skill Background Performer in the course of a workday, then the higher rates shall prevail for that entire workday. If the Background Performer is called back for the next day and the Producer intends that she or he shall revert back to the original rate of engagement, the Background Performer shall be notified at the time of the callback.

C406 **Adjustment to a Higher Category** Any adjustment to a higher category and rate shall be noted on the Background Performer Voucher at the time of the adjustment, and initialled by the Producer or its designated representative (see Appendix 17).

C407 **Wardrobe**

- (a) When a Background Performer is required to provide more than

one (1) change of clothing in the same session, the Background Performer shall be compensated at the rate of \$5.00 per change in excess of one (1).

- (b) Formal or specialty wardrobe (e.g., tuxedos, formal gowns, culturally specific formal or ceremonial wardrobe, clown uniforms, etc.) shall be compensated at the rate of \$35.00 per change per week.
- (c) Where the Performer is wearing the Performer's own personal wardrobe and has not been required to change, there shall be no time deducted for wardrobe.
- (d) A suitable area shall be provided for the storage of Background Performers' clothing.

**C408 Provision of Specialized Items** When a Background Performer is required to provide an automobile, another form of vehicular transportation, specialized equipment (e.g., scuba diving equipment), or an animal for use on camera by the Production, the Background Performer shall receive additional compensation of not less than \$40.00 per day.

**C409 Cast and Crew Meals** The Producer shall provide the same cast and crew meals and Substantial Snacks to all Background Performers who are ACTRA members, including Apprentice members.

**C410 Inclement Weather** No Background Performer will be required to be exposed to inclemency or extremes of weather for unreasonably long periods of time. During intemperate or inclement weather, Background Performers will be allowed a rest period of not less than ten (10) minutes per hour when they will be able to seek shelter from the elements, provided that completion of the shot shall not be considered a breach of this Article.

## C5 – NUMBER OF ACTRA MEMBERS AND PERMITTEES

**C501** (a) Subject to Article C301, the Producer is required to engage only the following number of Background Performers at the rates herein provided:

If the Producer engages

- (i) twenty-two (22) ACTRA members, or twenty-seven (27) ACTRA members in the case of feature films with budgets over \$35 million dollars, for any Production in Toronto or

Montréal, except as provided for in subparagraph (b)(i) below,

- (ii) seventeen (17) ACTRA members for any purely Canadian dramatic content Production (i.e., that would qualify as 10/10) in Toronto, Montréal or Vancouver, or for purely Canadian dramatic content Production with Budgets consistent with CIPI thresholds, twelve (12) ACTRA members, or
- (iii) twelve (12) ACTRA members for any Production outside of Toronto, Montréal or Vancouver

to work on a Production on the same day, the Producer may hire any additional number of persons to perform work normally performed by ACTRA members (subject to Article C304) on that day. The minimum shall exclude Stand-Ins, Photo Doubles and two (2) non-member Special Skill Background Performers.

- (b) In respect of television Series, the Producer shall elect, prior to the commencement of each season, either of the following two options:
  - (i) a Producer will not be required to comply with Article C501(a), but rather shall be required to engage only a maximum of twenty-two (22) ACTRA members for any Production in Toronto and to maintain the weekly rate for Stand-Ins on the understanding that all Background Performers shall be compensated on a per Episode basis, or
  - (ii) a Producer shall comply with the provisions of Article C501(a) on the understanding that the minimum fees for Background Performers shall be only the applicable daily rate, regardless of the number of Episodes, except in Toronto where, for the purposes of this C501(b) and notwithstanding C501 (a), the maximum required number of ACTRA member Background Performers shall be thirty-two (32).

C502 The Producer will be directly responsible for paying any required permit fees for all Permittees hired, up to the required limits set in Article C501.

C503 There will be no permit fee required for additional Background Performers, who will be paid at a rate to be negotiated between the

Producer and such Background Performers. Such rate shall be not less than the greater of \$13.00 per hour, effective January 1, 2019; \$13.25 per hour, effective January 1, 2020; and \$13.50 per hour, effective January 1, 2021, or the general minimum wage prescribed by employment standards legislation applicable in the jurisdiction in which the engagement occurs.

- C504 Persons who are engaged as a group to perform in nondescript crowd scenes, in which none of the said persons are provided with individual direction, shall not be entitled to the said hourly rate, save and except for the requirements set out in Article C501.

#### C6 – BACKGROUND PERFORMER LIST

- C601 ACTRA will make the following information available to Producers and casting directors:
- (a) The names of ACTRA members who have indicated their willingness to accept Background Performer engagements;
  - (b) the most recent contact information of such members (as provided by the members to ACTRA);
  - (c) when available, the date at which the member last expressed their willingness to accept Background Performer engagements;
  - and
  - (d) any other information relating to their members that ACTRA wishes to make available to Producers and casting directors.

If the information is not made available through an ACTRA-maintained website, it shall be made available in the form of an electronic document.

**PART D: ANIMATION PERFORMERS****D1 – MINIMUM FEES AND CONDITIONS OF ENGAGEMENT OF ANIMATION PERFORMERS**

- D101 Except where the provisions of Part D specifically provide otherwise, the general provisions of Part A shall apply to Animation Performers.
- D102 In this Part D, “Session” means a workday with a minimum Call as provided for in this section.
- D103 **Minimum Fees for Animation Performers** (per Production of more than ten [10] minutes’ running time)

Categories	Period	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
Principal Actor	1	\$533.50	\$95.50	\$142.75	4
	2	\$549.50	\$98.25	\$147.00	4
	3	\$566.00	\$101.25	\$151.50	4
Actor, etc.	1	\$359.25	\$64.00	\$96.25	4
	2	\$370.00	\$66.00	\$99.25	4
	3	\$381.00	\$68.00	\$102.25	4

When work is required beyond the included work time, the additional hours up to and including eight (8) hours of work shall be paid at the hourly rate. Work beyond eight (8) hours shall be paid at the overtime rate.

**Note:** Dubbing of animated Productions is governed by the Dubbing Section (see Appendix 20).

- D104 **Initial Session Allowance** The initial recording Session of an animated Series or animated Pilot shall include eight (8) hours of work at the rate of a regular four (4) hour Call as provided for in Article D103.
- D105 **Minimum Fees for Short Animated Productions** (per Production of ten [10] minutes or less running time)
- (a) Minimum Call per Production
- 1 hour \$359.25/ \$370.00/ \$381.00 per Performer

- (b) Additional work time  
per hour \$95.00/ \$97.75/ \$100.75 per Performer
- (c) Where an Animation Performer is engaged to perform more than one (1) Production in one Session, the following discounts apply:
 

2 Productions	20% discount
3 or more Productions	30% discount

**Note:** Dubbing of animated Productions is governed by the Dubbing Section (see Appendix 20).

#### D106 **Doubling**

- (a) Principal Animation Performers may perform one additional Role without additional payment beyond the Principal Session fee set out in Articles D103 or D105 per Production, provided that the additional Role shall not exceed ten (10) consecutive words of scripted or unscripted dialogue.
- (b) Subject to Article D106(a) above, Animation Performers engaged to perform more than one (1) Role in a Production shall be paid fifty percent (50%) of the rate of the category of the additional Role, for each such additional Role. For example, a Principal Animation Performer engaged to perform two (2) additional Roles, one as a Principal and one as an Actor, shall receive fifty percent (50%) of the Principal rate and fifty percent (50%) of the Actor rate respectively for such Roles.
- (c) Participation in crowd noises or incidental sounds and words are not considered a performance.
- (d) Sound library material for a character may only be used on a Production in which the Performer who recorded the material is also contracted to perform the same character as either a Principal Actor or Actor role. Use of material from a sound library on a different Production (for which the Performer has not been contracted to perform that character) requires a payment equivalent to either the Principal Actor or Actor Category fees (depending on the amount of material used) as set out in Article D103.

**D107 Bumpers and Generic Promos** An Animation Performer may perform Bumpers in the nature of “We’ll be right back” or generic promos for the Production or Series (i.e., those that do not identify a particular broadcaster or station) during a regularly scheduled Session, for no

additional compensation. A Performer engaged for the sole purpose of making Bumpers and generic promos shall be paid a Session fee of \$533.50/ \$549.50/\$566.00 for a four (4) hour minimum Call.

Additional time up to and including eight (8) hours of work shall be paid at the hourly rate. For the purpose of calculating Use fees, the performance in a Bumper Session shall be deemed to be the same as in an Episode.

- D108 Promotional Announcers and Non-generic Promos** An Animation Performer engaged as a promotional Announcer shall be entitled to a Session fee of \$761.00/ \$783.75/ \$807.25 Additional time including eight (8) hours shall be at a prorated hourly rate. For the purposes of calculating prepaid Uses, the performance in a Session shall be deemed to be the same as in an Episode.

**D109 Series Guarantees and Discounts**

Where an Animation Performer is guaranteed

- (a) thirteen (13) Episodes on one season, a discount of five percent (5%) will apply to such services;
- (b) twenty-six (26) Episodes in one season, a discount of ten percent (10%) will apply to such services;
- (c) sixty (60) Episodes in one season, a discount of fifteen percent (15%) will apply to such services.

For the purposes of these subparagraphs (a), (b), and (c), a season shall not exceed twelve (12) months from the first recording Session to the last Session.

- D110 Additional Dialogue Replacement (ADR)** Animation Performers may be recalled for the purposes of correcting or replacing the original performance given in a regular Session (ADR). The rates for ADR where it occurs in other than a regularly scheduled Session are as follows:

Category	Session Fee	Included Work Time
Principals	\$307.50/ \$316.75/ \$326.25	2 hours
Actor	\$206.25/ \$212.50/ \$219.00	2 hours

Time in excess of the Session Fee shall be at the applicable hourly rate provided for in Articles D103 or D105. No Use fee payments are applicable to ADR.

With regard to animated Productions which include cast songs, singing Sessions scheduled outside of regular Episode Sessions are not to be contracted under this Article. Such Sessions are considered additional day(s) of work, and must be contracted under Article D103 or D105, whichever is applicable to the Production.

- D111 Use Payment Options** Performers working under the provisions of Part D shall be entitled to Use fees as provided for in Articles B3 to B5. However, additional Prepayment Options to those outlined in Article B501(a) or (b) shall be available for Producers engaging Performers working under the provisions of Part D, as follows:
- (a) **Conventional Use Ten (10) Year Prepayment Option** The Producer may acquire unrestricted Use rights in all media throughout the world, excluding New Media, for a period of ten (10) consecutive years from the date of first exploitation release in any conventional Residual Market, for two hundred percent (200%) of Net Fees for Animation Productions;
  - (b) **All Uses Ten (10) Year Prepayment Option** The Producer may acquire unrestricted Use rights in all media throughout the world, including New Media, for a period of ten (10) consecutive years from the date of first exploitation release in any Residual Market, for two hundred and five percent (205%) of Net Fees for Animation Productions.
  - (c) **Conventional Use Rights in Perpetuity, Excluding Theatrical Option** The Producer may acquire unrestricted Use rights in all media throughout the world, excluding Theatrical and New Media, in perpetuity for two hundred percent (200%) of Net Fees for animated Productions. If a Producer that makes a prepayment pursuant to this article D111(c) subsequently makes a Theatrical Use of the animated Production, the Producer shall pay the amount of three and six-tenths percent (3.6%) of Distributor's Gross Revenue as a separate revenue stream from first dollar for such Theatrical Use;
  - (d) **All Use Rights in Perpetuity, Excluding Theatrical Option** The Producer may acquire unrestricted Use rights in all media throughout the world, including New Media, but excluding Theatrical, in perpetuity for two hundred five percent (205%) of Net Fees for animated Productions. If a Producer that makes a prepayment pursuant to this article D111(d) subsequently makes a Theatrical Use of the animated Production, the Producer shall pay



the amount of three and six-tenths percent (3.6%) of Distributor's Gross Revenue as a separate revenue stream from first dollar for such Theatrical Use;

- (e) **Conventional Use in Perpetuity Prepayment Option** The Producer may acquire unrestricted Use rights in all media throughout the world, excluding New Media, in perpetuity upon prepayment of two hundred fifteen percent (215%) of Net Fees for animated Productions of sixty (60) minutes or less in length or two hundred thirty-five percent (235%) of Net Fees for animated Productions of greater than sixty (60) minutes in length; or
- (f) **All Uses in Perpetuity Prepayment Option** The Producer may acquire unrestricted Use rights in all media throughout the world, including New Media, in perpetuity upon prepayment of two hundred twenty percent (220%) of Net Fees for animated Productions of sixty (60) minutes or less in length or two hundred forty percent (240%) of Net Fees for animated Productions of greater than sixty (60) minutes in length.

Producer shall declare and specify the prepayment in the individual contract of the Performer. The prepayment must be paid to Performers at the time of production.

**PART E: PRODUCTIONS MADE FOR NEW MEDIA**

Productions with a declared Use of New Media as defined in Article A428 of the IPA (“New Media Production” or “New Media Productions”) may proceed under Option 1 or Option 2, as applicable.

**E1 – OPTION 1**

- E101 Purpose** The purpose of this Option 1 is to encourage low-budget Canadian New Media Productions to engage professional performers represented by ACTRA.
- E102 Eligibility** Except as provided for in E105, Option 1 is available to all New Media Productions produced by a Canadian Producer with a total budget of twelve thousand dollars (\$12,000.00) or less per minute. New Media Productions with a total budget of over twelve thousand dollars (\$12,000.00) per minute shall be subject to the terms and conditions of the IPA except for the determination of Use fees, which are set out in section E108 below
- E103 Applicability** In all instances in which Option 1 is silent, the standard terms and conditions of the IPA shall apply.
- E104 Co-productions** When a New Media Production is a co-production, the budget must meet the requirement in E102 above. Allocation of revenue issues, if any, shall be determined pursuant to the provisions of Article B509(g), as per the rules applicable to Official Treaty Co- productions.
- E105 Excluded Productions** The following Productions shall be deemed excluded Productions for the purposes of Option 1: industrial/corporate videos, dubbing, and Pilot Programs for which the Producer is utilizing Article B206 of the IPA, unless the Series in relation to which the Pilot Program is produced qualifies as a Production.
- E106 (a) Minimum Fees – Live Action** New Media Productions shall, where applicable, receive discounts on all applicable rates set out in the IPA as described below. Subject to sections E106(b) and E107, available discounts shall apply to all performance category minimum daily, hourly, overtime, and weekly fees. No other rates or fees in the IPA may be discounted unless otherwise specified in Option 1.

Tier A	Over \$12,000.00 per minute	No discount, and IPA terms and conditions apply except for the determination of Use fees, which are set out in section E108 below
Tier B	Over \$10,250.00 to \$12,000.00 per minute	No discount*
Tier C	Over \$7,750.00 to \$10,250.00 per minute	25% discount if only one non-Canadian Performer engaged, or no discount if more than one non-Canadian Performer engaged*
Tier D	\$0.00 to \$7,750.00 per minute	35% discount if only one non-Canadian Performer engaged, or no discount if more than one non-Canadian Performer engaged*

- \* (i) Where a New Media Production has a projected segment length of fifteen (15) minutes or less, Performers are to be paid on a per-day-of-production basis, regardless of the number of segments and total length of the New Media Production, provided that the New Media Production is held together by the same title, trade name or trademark, identifying devices, or common characters; and
- (ii) Where a New Media Production has a projected segment length of over fifteen (15) minutes:

Payment of the minimum daily fee shall permit up to five (5) New Media Productions to be produced in one session (i.e., one workday). Such New Media Productions must be held together by the same title, trade name or trademark, identifying devices, or common characters.

For each New Media Production beyond five (5) produced in one work-day session, the Producer shall either pay an additional twenty-five percent (25%) of the minimum daily fee per New Media Production or pay an additional minimum daily fee that shall allow the Producer to produce up to five (5) additional New Media Productions on that same workday. If

the New Media Production qualifies as a Mini-series under Article A425 of the IPA, the Performer shall be paid on a per-day-of-production basis, regardless of the number of segments and total length of the New Media Production.

- (b) **Minimum Fees – Animation** Minimum fees and conditions of engagement for Animation Performers engaged on animated New Media Productions at any budget level will be those set out in Part D of the IPA. For clarity, animated New Media Productions may not access fee discounts from this Part E, but Use fees shall be those set out in section E108.

**E107 Background Performers** The minimum fees payable to Performers in Background Performer categories may not be discounted. However, if the Producer wishes to engage Background Performers, the Producer shall be required to engage only a maximum of ten (10) ACTRA members as Background Performers, excluding Stand-ins, Photo Doubles, and two (2) non-member Special Skill Background Performers.

**E108 Use Fees Based on Participation in DGR**

- (a) **Tiers C and D** The Producer of a Tier C or D New Media Production may at any time elect one of the following options:
- (i) **New Media Use Prepayment Option** The Producer may, at any time, acquire unrestricted New Media Use rights (A445(a)(viii)) for a period of four (4) consecutive years beyond the New Media declared Use period, for one hundred and five percent (105%) of Net Fees. Following the prepayment period, Performers shall be paid Use fees in the aggregate of eight percent (8%) of DGR as provided in B504.
  - (ii) **All Uses Prepayment Option** The Producer may, at any time, elect the “All Uses Prepayment” option as set out in Articles B501(a), B601(d), and B602(d) of the IPA. Following the prepayment period, Performers shall be paid Use fees in the aggregate of eight percent (8%) of DGR as provided in B504.

If no prepayment is elected, Performers shall be paid Use fees in the aggregate in the amount of eight percent (8%) of DGR for exploitation of the New Media Production in any New Media Use, following the declared Use period provided for in Article B301(g). The Producer shall, prior to any conventional Use of the New Media Production, notify ACTRA and, subject to ACTRA’s consent,\* pay eight percent

(8%) of DGR for the conventional Use.

\* See Appendix 36 for administration of the consent process.

- (b) **Tiers A and B** The Producer of a Tier A or B New Media Production may elect one of the following options at the time of production:
- (i) **New Media Use Prepayment Option** The Producer may acquire unrestricted New Media Use rights (A445(a)(viii)) for a period of four (4) consecutive years beyond the New Media declared Use period, for one hundred and five percent (105%) of Net Fees. Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided in B504.
  - (ii) **All Uses Prepayment Option** The Producer may elect the “All Uses Prepayment” option as set out in Articles B501(a), B601(d), and B602(d) of the IPA. Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided in B504.
  - (iii) **Advance Option** The Producer may elect to pay an Advance as set out in Article B501(c) against all Uses listed in A445(a)(i-viii).

If no prepayment or Advance is elected at the time of production, Performers shall be paid Use fees in the aggregate in the amount of three and six-tenths percent (3.6%) of DGR from revenues received from New Media Use following the declared Use period provided for in Article B301(g). The Producer may, prior to conventional Use of the New Media Production, elect to pay the traditional Advance option set out in Article B501(c), the “Conventional Use Prepayment” option set out in Article B501(b), or three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the 3.6% DGR option shall be subject to ACTRA’s consent.\* A Producer desiring to utilize this option shall so notify ACTRA.

\* See Appendix 36 for administration of the consent process.

- (c) **Animated New Media Productions** The Producer of an animated New Media Production may elect one of the following options at the time of production:
- (i) **New Media Use Prepayment Option** The Producer may acquire unrestricted New Media Use rights (A445(a)(viii)) for a period of

four (4) consecutive years beyond the New Media declared Use period, for one hundred and five percent (105%) of Net Fees. Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided for in Article B504.

(ii) **All Uses Prepayment Option** The Producer may elect the “All Uses Prepayment” option, as set out in Article B501(a) of the IPA, or the additional Use Payment Options set out in Article D111(b). Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided in Article B504.

(d) **Advance Option** The Producer may elect to pay an Advance as set out in Article B501(c) against all Uses listed in A445(a)(i-viii).

If no prepayment or Advance is elected at the time of production, Performers shall be paid Use fees in the aggregate in the amount of three and six-tenths percent (3.6%) of DGR from revenues received from New Media Use following the declared Use period provided for in Article B301(g). The Producer may, prior to conventional Use of the New Media Production, elect to pay the traditional Advance option set out in Article B501(c), the “Conventional Use Prepayment” options set out in Article B501(b) or D111(a), or three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the 3.6% DGR option shall be subject to ACTRA’s consent.\* A Producer desiring to utilize this option shall so notify ACTRA.

\* See Appendix 36 for administration of the consent process.

## E109 Excerpts

- (a) If content from a conventional Production is used in a New Media Production produced under Option 1, any amounts owed pursuant to Article A3301 shall be reduced by the discount applicable to that New Media Production, if any.
- (b) If a Producer wishes to use an excerpt from a New Media Production produced under Option 1 in a conventional Production, any fees owed to the Performer pursuant to Article A3301 shall be based on the greater of the applicable minimum fees outlined under Part B of the IPA and the Performer’s contracted daily fee for the original New Media Production.

- E110 Security** The Producer shall execute a standard Security Agreement as per Appendix 7A of the IPA prior to principal photography or key animation.
- E111 Security for Payment** No later than five (5) business days before any work is scheduled to begin for Performers, a payroll security deposit is required of the Producer. The deposit will be held in trust.
- E112** The Parties understand that New Media Productions are often produced with small budgets. Producers can request administrative arrangements with ACTRA to manage bonds and payroll security, and ACTRA agrees to give good-faith consideration to such requests. ACTRA will notify the Associations of its decisions with respect to any modified security arrangements requested by Producers.
- E113 Filing Procedure** No later than two (2) weeks prior to principal photography, the Producer will provide to ACTRA a copy of the most up-to-date shooting script/outline and the production schedule. The Producer shall also provide to ACTRA a detailed cast budget and a budget top sheet signed by the Producer, along with a statutory declaration that the budget amount is the true and final budget.
- E114 Budget Changes** If, during the course of production, the New Media Production budget increases beyond the level permitted by Article E106, the Producer must disclose this information to ACTRA. Any New Media Production that is found to be taking unfair advantage of the terms and conditions of Option 1, through misrepresentation or falsification of budget, will become retroactively subject to the full rates, terms, and conditions of the IPA.
- E115 Revised Scope** Within four (4) weeks of the first New Media Use, the Producer shall submit to ACTRA a detailed report of actual expenditures, showing the actual cost of the New Media Production to date. In the event that actual production costs exceed the budget threshold under Tier D as set out in Article E106, the Producer shall pay to the Performers, or to ACTRA for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers in line with the fees applicable under Tier C. Should the actual production costs exceed the budget thresholds under Tier C, the Producer shall pay to the Performers, or to ACTRA for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers in line with the fees applicable under Tier B. Should the

actual production costs exceed the budget thresholds under Tier B, the Production will no longer be deemed a Tier B Production and shall become retroactively subject to the rates, terms, and conditions of the IPA.

- E116 **Notice to Performers** A Producer utilizing Option 1 must give notice to Performers at the time of casting, through casting notices, that discounted rates may apply. Such notices shall not contain any statement that attempts to restrict the right of any Performer to negotiate terms (including rates and fees) and conditions in excess of the minimum fees, rates, and conditions.
- E117 A Producer may edit material at a session to create a new New Media Production upon payment of an additional twenty-five percent (25%) per New Media Production. It is confirmed that, for the purposes of Part E and consistent with past practice under the IPA, “versioning” (i.e., editing of a New Media Production for segment length) does not constitute a new New Media Production.

## E2 – OPTION 2

- E201 Option 2 is automatically available to New Media Productions that are guaranteed by an Approved Distribution Guarantor as per Article A518(b). The Approved Distribution Guarantor shall sign the *Alternate Guarantee Letter for ACTRA and the ACTRA Performers’ Rights Society Regarding Production Obligations and Distribution Rights*, set out in Appendix 24.
- E202 Terms of engagement and Use for all New Media Productions that meet the criteria set out in E201, other than High-Budget SVOD Productions (defined in Article E203 below), may be negotiated by ACTRA and the Producer.
- E203 **High-Budget SVOD Production** means an original or derivative dramatic New Media Production made for initial exhibition on a subscription consumer-pay New Media platform (such as Netflix) that meets the following criteria (hereinafter “High-Budget SVOD Productions”):

Length of Production as Initially Exhibited*	“High Budget” Threshold
20–35 minutes	\$1,475,000.00 and above



36–65 minutes	\$2,825,000.00 and above
66 minutes or more	\$3,400,000.00 and above

\* Productions less than twenty (20) minutes long are not considered “high-budget” for purposes of this provision, regardless of their budget size.

**E204 Use Fees Based on Participation in DGR** The Producer of a High- Budget SVOD Production may elect one of the following options at the time of production:

- (a) **New Media Use Prepayment Option** The Producer may acquire unrestricted New Media Use rights (A445(a)(viii)) for a period of four (4) consecutive years beyond the New Media declared Use period, for one hundred and five percent (105%) of Net Fees. Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided for in Article B504.
- (b) **All Uses Prepayment Option** The Producer may elect the “All Uses Prepayment” option as set out in Article B501(a) of the IPA. Following the prepayment period, Performers shall be paid Use fees in the aggregate of three and six-tenths percent (3.6%) of DGR as provided for in Article B504.
- (c) **Advance Option** The Producer may, at any time, elect to pay an Advance as set out in Article B501(c) against all Uses listed in Article A445(a)(i-viii).

If no Prepayment or Advance is elected at the time of production, Performers shall be paid Use fees in the aggregate in the amount of three and six-tenths percent (3.6%) of DGR from revenues received from New Media Use following the declared Use period provided for in Article B301(g). The Producer may, prior to conventional Use of the Production, elect to pay the traditional Advance option set out in Article B501(c), the “Conventional Use Prepayment” option set out in Article B501(b), or three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the 3.6% DGR option shall be subject to ACTRA’s consent.\* A Producer desiring to utilize this option shall so notify ACTRA.

\* See Appendix 36 for administration of consent process.

**E3 – RETROSPECTIVE APPLICATION**

- E301 To the extent that additional consent is necessary, if requested by the Producer, ACTRA and ACTRA PRS agree to use diligence in order to secure the consent of Performers appearing in Productions made under previous Independent Production Agreements to apply the terms of Option 1 or Option 2, as applicable, to the Use of those existing Productions in all New Media, as that term is defined in the 2016 IPA. ACTRA agrees that the IPA shall not bar such retrospective application. By paying three and six-tenths percent (3.6%) of DGR, the Producer may use Productions produced under a predecessor IPA in all New Media.

## PART F: FACT-BASED/LIFESTYLE PRODUCTION

### F1 – PREAMBLE AND DEFINITION

- F101 **Preamble** As this is an emerging genre of production, ACTRA and the Associations agree to work together to encourage more production of this type under the Independent Production Agreement.
- F102 **Definition** A Fact-based/Lifestyle Production is a television Production with an average budget below \$316,970 per half-hour, on a non-fictional theme, excluding drama Productions, Documentaries, and game shows. Fact-based/Lifestyle Productions include home renovation, cooking, travel, and reality programs. Examples include *Lofters* (reality program), *Meet the Folks* (reality contest), *Canadian Idol* (talent contest), *Wedding Story* (fact-based reality), and *Trading Places* (lifestyle reality).

### F2 – INCLUSIONS

- F201 **Inclusions** The following participants shall be contracted as Performers and paid in accordance with the terms and conditions of the IPA and this section:
- (a) the host(s) and narrator(s);
  - (b) judges or other experts who play an integral role in a Production on three (3) or more Episodes in a calendar year;
  - (c) any other distinct, recurring individual who plays an integral role in a Production and appears in at least six (6) Episodes. It is understood that once such a person is covered, the individual is not automatically covered on future episodes of a Series unless s/he continues to qualify.

The producer shall supply ACTRA with a list of excluded individuals.

### F3 – MINIMUM FEES AND USE FEES

- F301 **Minimum Fees** A Performer (other than Off-Camera Narrators and Commentators) may be contracted at no less than the applicable minimum daily fee to perform in three (3) Episodes to be produced per day of Production. For each additional Episode produced per day of production, the Performer shall be paid not less than fifty percent (50%) of the applicable minimum daily fee. For example, minimum performance

fees for a Performer who appears in four (4) Episodes on a single day of production will be calculated at one hundred and fifty percent (150%) of the applicable daily fee.

- F302      **Use Fees** Performers contracted under this section are entitled to Use Fees (excluding New Media) of fifty percent (50%) of Net Fees and all Use Fees (including New Media) of fifty-five percent (55%) of Net Fees for four (4) years. Prior to the expiry of the four (4) year period, the Producer would have the choice of paying an additional 50% or 55%, as applicable, of Net Fees and clearing an additional four (4) year period, or paying three and six-tenths percent (3.6%) of DGR. The election must be made prior to the end of the relevant Use period. Once the 3.6% DGR applies, the Producer cannot revert back to the formula of 50% or 55%, as applicable, for four (4) years.
- F303      **Existing Agreements** Performers who were contracted in this genre prior to April 14, 2007, under a predecessor IPA shall not have their contracts altered to reflect the provisions contained in Part F. For clarity, all pre-existing contracts shall be grandfathered.
- F304      **No Pyramiding of Discounts** Productions using the provisions of Part F may not access fee discounts from any other part of the Agreement, including Appendix 18, CIPIP.

## **PART G: TERM AND EXECUTION AND APPENDICES**

### **G1 – TERM AND EXECUTION**

- G101 This Agreement will become effective on January 1, 2019, and remain in effect until and including December 31, 2021.
- G102 Either Party desiring to renegotiate shall give notice to the other Party in writing at least six (6) months prior to the termination date.
- G103 Until the Parties are entitled to legally terminate the terms of this Agreement pursuant to the provisions of Appendix 2, the provisions of this Agreement shall remain in full force and effect.

### **G2 – APPENDICES**

The following Appendices shall form part of this Agreement:

1. Letter of Understanding and List of Producers Bound by This Agreement (see Article A103)
2. Negotiation Protocol (see Article A103)
3. Voluntary Recognition Agreement (see Article A103)
4. Preservation of Bargaining Rights (see Article A107)
5. Performer Work Report (see Articles A514, A604, and C302)
6. Production Guarantee (see Article A516[g])
- 7A. Security Agreement (see Article A517[b])
- 7B. Standard Security Terms (see Article 517[b])
8. Distribution Guarantee (see Article A517[c])
9. Distributor's Assumption Agreement (see Articles A517[c] and A520[a])
- 9A. Distributor's Assumption Agreement (Non-approved Distributor) (see Article A520)
10. Purchaser's Assumption Agreement (see Article A519[a])
11. Dispute Resolution Mechanism (see A709[d])
12. Standard Contract Form (see Article A804)
13. Statutory Declaration for Casting Directors (see Article A806)
14. Declaration of Parent in the Engagement of Children (see Article A2704[a])

15. Chaperon Forms (Appointment and Consent of Chaperon) and Emergency Medical Authorization Form (see Articles A2704[a] and A2708[c])
16. Audition Sign-in Sheet (see Article A2801)
17. Background Performer Voucher (see Articles C402 and C406)
- 17A. ACTRA Additional Background Performer Voucher
18. Canadian Independent Production Incentive Program (CIPIP)
19. Daily Serials (Soaps) Agreement
20. Dubbing Section
21. Provisions Applying to Quebec Only
22. Letter of Understanding: Work Permits and Work Opportunities
23. Declaration Respecting the 25% Advance Option (see Article B502)
24. Alternate Guarantee Letters
25. Letter of Understanding: Voluntary Deduction for the Performing Arts Lodges of Canada and the Actors' Fund
26. Letter of Understanding: On-Set Accident Insurance for Performers
27. Letter of Understanding: Electronic Data Interchange (EDI) Feasibility Study
28. Performer Independent Production Remittance Statement
29. Security for Payment
30. Letter of Understanding: Working Conditions
31. Committee of Enquiry into Casting Directors and the Casting Process
32. Stunt Rigging
33. Equal Opportunity Committee
34. Legal Addendum
35. Settlement of the Past
36. Letter of Understanding: Converting a New Media Production for Conventional Use
37. Fatigue Side Letter
38. Letter of Understanding : Harassment Prevention
39. Joint Bulletin on Consent Based Interactions

40. Joint Bulletin on Food
41. Letter of Understanding : Committee on Performer Protections
42. Letter of Understanding on C503 Additional Background Performers

The Producers' Associations and ACTRA hereby agree to be bound by the terms and conditions of this Collective Agreement and it is hereby executed by their duly authorized representatives.

Date: as of \_\_\_\_\_, 20\_\_

**Association Québécoise de  
la Production Médiatique**

ACTRA

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

**Canadian Media Producers  
Association**

Per \_\_\_\_\_

**APPENDIX 1****PRODUCERS BOUND BY THIS AGREEMENT**

(SEE ARTICLE A103)

**LETTER OF  
UNDERSTANDING  
BETWEEN****THE ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO  
ARTISTS (HEREINAFTER “ACTRA”)  
AND  
THE CANADIAN MEDIA PRODUCERS  
ASSOCIATION (HEREINAFTER “THE  
CMPA”)**

Without prejudice to any position that the CMPA may take in the future in any context, including, without limitation, subsequent rounds of bargaining, the Parties agree that the list of Producers bound to the IPA as set out in the most recently expired IPA shall continue in force for the life of the renewed IPA, which expires on December 31, 2021.

This will further confirm that the Parties agree to add to this list, set out in Appendix 1, the names of those Producers who executed Appendix 3 of the now-expired IPA during the life of that Agreement.

For greater clarity, the predecessor IPA was enforced between the Parties from January 1, 2019, to December 31, 2021.

Dated at Toronto this \_\_\_\_\_, 20\_\_.

ACTRA

CMPA

Per \_\_\_\_\_ Per \_\_\_\_\_

Per \_\_\_\_\_



### **Producers Bound by this Agreement**

The Companies named in this Appendix have executed or are deemed to have executed the Negotiation Protocol (see Appendix 2) prior to the coming into effect of this version of the IPA. Therefore, pursuant to Paragraph 2 of said Protocol, each named Company is “bound by the terms and conditions of this Agreement, which is the result of collective bargaining between the Associations, on the one hand, and ACTRA, on the other hand.” The names of any new Producers that are added to the list subsequent to the above date shall be considered by the Parties to have executed the Negotiation Protocol.

## **APPENDIX 2**

### **NEGOTIATION PROTOCOL**

(see Article A103)

ACTRA and the Producers' Associations (CMPA and AQPM) agree that adherence to this Protocol is fundamental to their relationship, especially during the process of bargaining the renewal of the IPA. As such, the terms and conditions of this Protocol shall be in effect during the term of the IPA and shall govern the negotiations leading up to a "strike" or "lockout" position.

#### **1.0 Agreement to Follow Terms of Protocol**

- 1.1 ACTRA recognizes each Producers' Association as the sole and exclusive bargaining agent for those of their respective Producer members who (i) are deemed to be Parties to this Agreement pursuant to Article A103(a), or (ii) execute a Voluntary Recognition Agreement appointing one of the CMPA or the AQPM as its exclusive bargaining agent, pursuant to Article A103(b), at any time during the term of the IPA.

The terms of this Negotiation Protocol shall govern the negotiations of the Parties to the IPA for the renewal of this Agreement.

ACTRA and the Producers' Associations agree that maintaining the integrity of the IPA as a national agreement is the shared goal of the parties.

Neither ACTRA nor the Producers' Associations will seek to challenge the validity of the IPA or its underlying legal foundation or any terms of this Protocol on any basis, including, without limitation, the following:

- (i) ACTRA's status to represent performers;
- (ii) CMPA's status to represent Producers in Canada;
- (iii) AQPM's status to represent Producers in Quebec.

- 1.2 In accordance with the unique nature of their industry and their historical relationship, ACTRA and the Producers' Associations agree that any dispute arising out of this Protocol shall be resolved only through the dispute resolution mechanisms contained in this Protocol. The Parties consider this to be a fundamental agreement and

expressly commit to not seek to resolve such disputes through any court, statutory tribunal or conciliation process except as expressly set out herein and except as may be statutorily mandated in the Province of Quebec.

1.3 To provide even greater clarity to Section 1.5 above and without limitation, neither ACTRA nor the Producers' Associations shall raise in any proceeding specifically between these Parties, questions such as the following:

- (i) whether Performers are or are not independent contractors, dependent contractors or employees;
- (ii) whether or not Producers are employers;
- (iii) whether or not the IPA is a collective agreement as defined by labour relations legislation.

## 2.0 **Written Authorization to Bargain**

- 2.1 Each Producer giving its Association authorization to bargain on its behalf shall, as a condition of giving such authorization, be bound by the decisions made by the Associations on its behalf.
- 2.2 Once such authorization is given, such member shall be precluded from negotiating separately with ACTRA or from entering into any agreement with ACTRA different from the Agreement negotiated by the Associations and ratified by their members. Similarly, ACTRA shall be precluded from entering into any negotiations or reaching any agreements with respect to any matters that are the subject of negotiations between the Associations and ACTRA with any member of the Associations who has authorized the Associations to act on its behalf.
- 2.3 As per Article A601 of the IPA, except by prior agreement with the Associations, ACTRA agrees that for the term of the renewed IPA, and for the freeze period set out in Paragraph 5.1 herein, it shall not enter into any agreement with any Producer in independent production at rates or terms more favourable to the Producer than those set forth in the renewed IPA. In the event that ACTRA should enter into such agreement, then the Producer(s) signatory to this Negotiation Protocol shall have the option of replacing the rates or terms so agreed upon for the similar rates or terms contained in the IPA.
- 2.4 Upon notice being given by either Party pursuant to Article G102, the Associations shall deliver to ACTRA a list of all members on whose behalf

they have been authorized to bargain, and ACTRA shall deliver to the Associations a list of Producers that have executed this Protocol. Such list shall be delivered by the Associations within thirty (30) days of such notice having been given.

- 3.0 **Negotiating Team** ACTRA agrees to recognize the negotiating team appointed by the Associations as the sole bargaining agent for all Producers who have authorized the Associations to act on their behalf in accordance with this Protocol.
- 4.0 **Agreement to Bargain in Good Faith** The Parties agree to meet within forty- five (45) days of notice having been given and to commence to bargain in good faith and to make every reasonable effort to enter into a new Agreement.
- 5.0 **Freeze** While bargaining continues, and until the right to strike or to lock out has accrued pursuant to this Protocol, the terms and conditions of the current IPA shall continue in full force and effect, and neither Party shall threaten to alter any of the terms thereof. In particular, without limiting the generality of the foregoing, the Producers shall not alter any rates or any other term of the current IPA, or any right or privilege of the Performers in the bargaining unit, or any right or privilege of ACTRA until the requirements of Paragraph 7.1 have been met, unless ACTRA consents to the alteration in writing.

## 6.0 Conciliation

- 6.1 After notice to bargain has been given, either Party may request the assistance of a conciliation officer. Such a request shall be made by the Party giving written notice to the other Party or Parties of its desire to obtain the assistance of a conciliation officer. Such notice shall contain the names of three (3) persons whom the Party giving notice is prepared to accept as a conciliation officer. The proposed officers shall be neutral persons who have no direct interest in the subject matter of the negotiations, and who have not acted as employee, agent, or advisor for either of the Parties or for an interested Party in any previous proceedings between the Parties or their members.
- 6.2 The Party receiving such notice shall within ten (10) days reply in writing accepting the appointment of one of the conciliation officers suggested by the other Party, or shall indicate that none of the suggested conciliation officers is acceptable. The Party responding may suggest alternative conciliation officers as part of their written

response and the Party giving original notice of a request for conciliation shall either accept such alternative suggestion or, in the alternative, within ten (10) days of receipt of the notice request the federal Minister of Labour to appoint a conciliation officer. No Party shall raise any challenge to such a request of the Federal Minister of Labour. If, for any reason, the Federal Minister of Labour fails or refuses to make an appointment, any Party may request an Arbitrator to make the appointment using the process described in Section 8 below.

- 6.3 Where a conciliation officer has been agreed to by the Parties or appointed by the federal Minister of Labour, such officer shall forthwith confer with the Parties and endeavour to assist them in entering into a new Agreement.
- 6.4 The Parties agree to co-operate with such conciliation officer and to make every reasonable effort to enter into a new Agreement. No Party shall challenge the jurisdiction or authority of a conciliation officer who has been agreed or appointed under Section 6.2 above.
- 6.5 After the Parties have met with such officer and made every reasonable effort to enter into a new Agreement without success, either Party shall have the right to request a report from the conciliation officer. Such report shall be sent to all Parties and to the federal Minister of Labour and shall advise the Parties that a new Agreement has not been made.
- 6.6 The Parties agree that the fees and expenses of such conciliation officer, if not paid by the federal Department of Labour, shall be paid equally by ACTRA and the Associations.

## **7.0 No Strike or Lockout**

- 7.1 The Parties agree that neither ACTRA nor any agent of ACTRA shall declare or authorize a strike against any Producer on whose behalf the Associations have been authorized to negotiate, until the term of the Agreement has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the report to the Parties and the Minister, as set out in Paragraph 6.5.
- 7.2 The Parties agree that neither the Associations nor any agent of the Associations nor any Producer on whose behalf the Associations have been authorized to negotiate shall declare or cause a lockout, until the term of the Agreement has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the

report to the Minister, as set out in Paragraph 6.5.

- 7.3 The Parties agree that there shall be no strike against any Producer nor any lockout by any Producer on whose behalf the Associations have been authorized to negotiate, unless there is a strike against all Producers or a lockout by all Producers on whose behalf the Associations have been authorized to negotiate. In other words, a strike or lockout called under this Protocol shall be a national strike or lockout affecting all jurisdictions.
- 7.4 The Parties to this Agreement, the individual members of ACTRA, and all of the Producers who have authorized the Associations to bargain on their behalf agree that ACTRA shall be authorized and permitted to call a strike in compliance with the terms of this Appendix, notwithstanding the fact that ACTRA may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada, and further agree that ACTRA and its members shall be entitled to legally strike in any such province or territory so long as the provisions of this Appendix have been adhered to. Nothing prevents ACTRA from concurrently, or subsequently, complying with provincial labour legislation to place itself in strike positions in all jurisdictions in accordance with provincial law should it so choose. The Producers will not impede that process.
- 7.5 The Parties to this Agreement, the individual members of ACTRA, and all of the Producers who have authorized the Associations to bargain on their behalf agree that the Associations shall be authorized and permitted to declare a lockout in compliance with the terms of this Appendix, notwithstanding the fact that the Producers may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada, and further agree that the Associations and their members shall be entitled to legally declare such lockout in any such province or territory so long as the provisions of this Appendix have been adhered to. In other words, a lockout called under this Protocol shall be a national lockout affecting all jurisdictions.
- 7.6 The Parties to this Negotiation Protocol agree that “strike” and “lockout” shall have the same meaning as those terms have under the Canada Labour Code. For further clarity, the Parties agree that a refusal by Performers, in concert, in combination, or in accordance with a common understanding, to enter into contractual relations with a Producer shall constitute a strike within the meaning of this

## 8.0 Enforcement

- 8.1 The Parties agree that either Party (meaning ACTRA on the one hand and the Producers' Associations on the other) shall have the right to enforce the provisions of this Appendix by reference to arbitration, as set out in and in accordance with Appendix 11. The process for arbitration is as follows:
- (a) The Parties agree that Marilyn Nairn, Mary Ellen Cummings and Rick MacDowell are deemed acceptable to the Parties.
  - (b) The Party requesting the arbitration shall provide a copy of the list of three arbitrators to the responding party, with one of the names struck out.
  - (c) The Responding Party shall have three (3) business days to strike a second name from the list after which time the remaining person shall be deemed to be appointed, subject only to their availability to meet the parties within fifteen (15) business days and their willingness to accept the appointment.
  - (d) If the Responding Party fails to strike a name from the list in the time provided herein, the Party requiring assistance of the Arbitrator shall have the right to appoint either remaining name.
  - (e) The alternative Arbitrator shall replace the three named arbitrators if any are either no longer practicing or willing to accept appointments under this Article 8.
  - (f) If, for any reason, the Parties are unable to effect the appointment of an Arbitrator as provided herein, then either Party may make written application to the federal Minister of Labour or designate, with copy to the other Party, to request an appointment within ten (10) business days of the date of such application. No party shall challenge the jurisdiction or authority of an Arbitrator who has been agreed or appointed under this provision.
- 8.2 The Parties further agree that a breach of the terms and conditions of this Appendix shall be a breach of the duty to bargain in good faith and an arbitrator appointed as provided for herein shall be entitled to order what action any Party should take or refrain from taking in order to force compliance with this Appendix. The Parties further

agree that such Arbitrator shall have the power and jurisdiction under this Protocol and Appendix 11 to fashion a remedy appropriate in the circumstances.

- 8.3 Following the exhaustion of the conciliation process and the freeze under this Protocol, either Party may give written notice to the other Party to terminate forthwith the IPA including all appendices and the IPA will thereby be terminated, except that alleged breaches of Articles 7.3 to 7.6 inclusive remain enforceable under Article 8.2. A legal proceeding under the IPA that is commenced prior to the expiry of the IPA will not be affected by the termination of the IPA.



### **APPENDIX 3**

## **VOLUNTARY RECOGNITION AGREEMENT**

(see Article A103)

Prior to production, Producers who are not listed in Appendix 1 but who agree to become parties to this Agreement shall sign the following Voluntary Recognition Agreement and forward it to the National Executive Director or Branch Manager of the local ACTRA office. The executed Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of this Agreement.

### **Voluntary Recognition Agreement**

I, \_\_\_\_\_ [print name of individual], on behalf of the Producer, hereby acknowledge receipt of the Independent Production Agreement, effective from January 1, 2019, to December 31, 2021, and covering Performers in independent production, between the Canadian Media Producers Association (“the CMPA”), Association Québécoise de la Production Médiatique (“the AQPM”), and the Alliance of Canadian Cinema, Television and Radio Artists (“ACTRA”), and state that I am authorized to execute this Agreement on behalf of \_\_\_\_\_ (“the Producer”).

The Producer hereby acknowledges that by executing this Voluntary Recognition Agreement, it is becoming signatory to said Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained herein.

The Producer recognizes that ACTRA is the exclusive bargaining agent of Performers as defined in the IPA, and recognizes the Producer’s Association of which it is a member as the Producer’s sole and exclusive bargaining agent.

Check one of the following:

For Association Members:

- The Producer hereby certifies that it is a Member in Good Standing of the following organization:

CMPA: Membership No. \_\_\_\_\_

The Negotiation Protocol set out in Appendix 2 of the IPA is hereby incorporated herein by reference, and, by signing this document, the

Producer appoints the CMPA as its exclusive bargaining agent, authorized

to bargain on its behalf, and agrees that it shall be bound by the terms and conditions of the Agreement, which is the result of collective bargaining between the Associations, on the one hand, and ACTRA, on the other hand, subject to ratification.

OR

- The Producer hereby certifies that it is not a Member in Good Standing of the CMPA or the AQPM. The Negotiation Protocol set out in Appendix 2 of the IPA is not incorporated herein by reference, and the Producer does not appoint any Association as its exclusive bargaining agent.

A copy of this Voluntary Recognition Agreement shall be forwarded to the CMPA and the AQPM.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Producer

_____	_____
(name)	
_____	_____
	(phone number )
_____	_____
(address)	(fax number)
Per _____	_____
(signature)	(type or print name)
_____	_____
(title of Production)	

Receipt of the above Voluntary Recognition Agreement/Negotiation Protocol is hereby confirmed by ACTRA.

Per _____	_____
(signature)	(type or print name)
_____	_____
(month/day/year)	(branch)

## **APPENDIX 4**

### **PRESERVATION OF BARGAINING RIGHTS**

(see Article A107)

Whereas the Parties agree that the purpose of the inclusion of this Appendix 4 relates to the existence of “related employer” and “successor employer” provisions in the various applicable provincial and federal acts governing labour relations in Canada, the Parties have included this Appendix 4 as part of the IPA in order to provide for consistent application of existing Canadian law in the various jurisdictions covered by the IPA.

The Parties recognize that the independent film and television production industry is unique in many ways. Including these provisions as part of the IPA is intended to provide for the appointment of adjudicators who are acquainted with the film and television industry to interpret rights and obligations otherwise contained in existing Canadian law in a consistent manner across the country. The Parties are of the view that consistency of application and predictability of result will help to foster a stable and prosperous industry throughout Canada. The Parties further acknowledge that Appendix 4 is not intended to create rights or obligations that do not already exist in Canada. This Appendix 4 is designed to ensure that existing rights or obligations as set out in Canadian law are interpreted and applied in a uniform manner across the country with due regard to the unique aspects of the independent film and television production industry.

#### **1.0 Preservation of Bargaining Rights**

- 1.1 The CMPA and the AQPM (“Producers’ Associations”) acknowledge and agree that ACTRA is the sole and exclusive bargaining agent for the Performer members covered by the Independent Production Agreement (“IPA”).
- 1.2 A Producer that has agreed to be bound or is presently bound to this IPA, either through the process envisaged by Article 2 of Appendix 2 or by executing a Letter of Adherence, shall be referred to as a “Signatory Producer” for the purposes of application and enforcement of the terms of this Appendix.
- 1.3 Each Producers’ Association shall take concrete steps to obtain from each of its members a Voluntary Recognition Agreement to the IPA, which Agreement shall bind each member to the terms of this IPA.

- 1.4 ACTRA has the right to allege that a Signatory Producer is attempting to avoid the bargaining relationship with ACTRA established under the terms of Appendix 2 and/or to avoid or defeat the terms and conditions of this Appendix of the IPA.
- 1.5 ACTRA shall make any allegations of violation of any of the provisions of this Appendix by means of a notice setting out the particulars upon which the allegations are based. The notice shall be sent by fax and by registered mail to the Signatory Producer, the Producers' Associations, and any corporate or individual parties that are involved in the alleged attempt to avoid or defeat the bargaining rights of ACTRA arising from the terms of the IPA.
- 1.6 The responding parties shall be allowed eight (8) business days, from the date the notice was sent by registered mail, in which to file a response outlining their respective positions.
- 1.7 All parties shall endeavour to settle all outstanding issues arising from the notice and response(s) within the next five (5) business days.
- 1.8 Failure to reach a settlement shall entitle ACTRA to refer the matter to final and binding arbitration. The arbitration procedure shall be governed in all respects by the provisions of Appendix 11.
- 1.9 The Parties agree that the Arbitrator shall have jurisdiction to apply, enforce, and interpret, in the same manner as the board, the provisions of Section 35 (single employer declaration) and Sections 44, 45 and 46 (successor employer provisions) of the Code, which provisions have been modified and are reproduced in this Appendix.
- 1.10 The Arbitrator shall have the jurisdiction to apply and shall apply the jurisprudence relevant to the interpretation and application of the above noted legislative provisions (and similar legislative provisions), which above noted provisions are incorporated by reference into this Agreement.
- 1.11 The Arbitrator shall be selected from among the following list, proceeding sequentially, based on which person has a date available forty-five (45) days from the date of the referral, or as agreed by the Parties:
  - (a) where the Signatory Producer's head office is in Ontario or east of Quebec: Rick MacDowell, Marilyn Nairn, Innis Christie, Bruce

Outhouse;

- (b) where the Signatory Producer's head office is west of Ontario: Keith Oleksiuk, Vince Ready;
- (c) where the Signatory's head office is in Quebec: Serge Brault, or Lyse Tousignant.

**2.0 Section 35 of the Code: Single Employer Declaration** Where, in the opinion of the Arbitrator, associated or related undertakings or businesses are operated by two or more Producers having common control or direction, the Arbitrator may, after affording the Producers a reasonable opportunity to make representations, by order declare that for all purposes of this Agreement, the Producers and the undertakings and businesses operated by them that are specified in the order are, respectively, a single Producer and a single undertaking or business.

### **3.0 Sections 44, 45, and 46 of the Code: Successor Employer Provisions**

3.1 For the purposes of this Agreement,

- (a) "business" shall mean any undertaking or business and include one or more parts of a business;
- (b) "sell" in relation to a business includes the lease, transfer, and other disposition of the business.

3.2 Subject to sections 45(1) to 45(3) of the Code, where a Producer sells its business,

- (a) ACTRA, which is recognized by this Agreement as the trade union with exclusive bargaining rights for the Performers employed in the business, continues to be their bargaining agent,
- (b) the person to whom the business is sold is bound by the terms of this Agreement or by the terms of this Agreement as frozen by operation of law or by agreement of the Parties, and the person to whom the business is sold becomes a Party to any proceeding taken under this Agreement that is pending on the date on which the business is sold and that affects either the Performers employed in the business or ACTRA

3.3 Where any question arises under this Article 3 as to whether or not a business has been sold or as to the identity of a purchaser of the business, the Arbitrator shall determine the question.

3.4 Where a Producer sells its business and the Performers are intermingled with Performers of the Producer to whom the business is

sold, and those Performers are represented by another trade union, the Arbitrator will have jurisdiction to deal with all of the issues arising from said intermingling, provided that the other trade union agrees to be bound by the decision of the Arbitrator, and the provisions of sections 45(1) to 45(3) of the Code that shall apply are incorporated into this Agreement.

## APPENDIX 5

## PERFORMER WORK REPORT

(see Articles A513, A514, and C302)

[illegible]

**APPENDIX 6****PRODUCTION GUARANTEE**

(see Article A516[g])

**Memorandum of Agreement**

dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

between

ACTRA

and

\_\_\_\_\_

\_\_\_\_\_

("the Guarantor")

[insert name and address of established Producer]

**Whereas** \_\_\_\_\_ ("the Producer")  
intends to produce a Production entitled

\_\_\_\_\_ ("the Production");

**And whereas** the Producer is a Party to the Independent Production Agreement Covering Performers in Independent Production between the Canadian Media Producers Association (CMPA) and Association Québécoise de la Production Médiatique (AQPM) and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), dated January 1, 2019 ("the IPA");

**And whereas**, pursuant to Article A516 of the IPA, ACTRA is entitled to require that a Producer place security in the form of a cash deposit or letter(s) of credit at the time, in an amount, and in the manner set out in the IPA, unless a Production Guarantee in this form signed by an Approved Production Guarantor is accepted by ACTRA;

**And whereas** ACTRA has accepted the Guarantor as an Approved Production Guarantor;



Now therefore the Parties hereby agree as follows:

1. In consideration of ACTRA's foregoing the requirement that the Producer put up a cash bond or letter of credit, the Guarantor hereby guarantees payment of all monies that would otherwise be secured by a cash bond or letter of credit pursuant to Article A516(a) of the IPA, including the Advance on Use or residual fees, insurance, retirement, and administration payments related to the Production.
2. If, at any time, payment of any amount guaranteed herein is in default for more than fourteen (14) days, then ACTRA shall be entitled to deliver to the Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, the Guarantor will forthwith pay to ACTRA the sum set out in such notice. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, the Guarantor will nevertheless pay the sum set out in such notice to ACTRA in trust, and ACTRA will hold such sum in trust in an interest-bearing account. Within five (5) days of such dispute's being resolved, ACTRA will refund to the Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.
3. ACTRA shall have the unilateral right to terminate this Agreement and revert to the requirements of Article A516(b) or (c) of the IPA if the payment of any amount guaranteed herein is in default for more than fourteen (14) days after the Guarantor has been served with the demand provided for in Paragraph 2 herein.
4. The Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of delivery to ACTRA of a Security Agreement, pursuant to Article A517(b), or delivery to ACTRA of a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor, pursuant to Article A517(c).
5. The termination of this Agreement by ACTRA pursuant to Paragraph 3 herein shall in no way annul, terminate, or otherwise affect the obligations of the Guarantor with respect to any amounts accruing prior to the date of such termination by ACTRA, subject to Paragraph 4 herein.
6. If ACTRA terminates this Agreement pursuant to paragraph 3 herein, the Producer shall, within forty-eight (48) hours of receipt of written notice of such termination, post security in the form of a cash deposit or letter(s) of credit in accordance with Article A516(a) of the IPA. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at

all, the Producer will nevertheless pay the sum set out in such notice to ACTRA in trust, and ACTRA will hold such sum in trust in an interest- bearing account. Within five (5) days of such dispute's being resolved, ACTRA will refund to the Producer any sums determined to be in excess of what was owing by the Producer, along with accrued interest. In witness whereof the Parties hereto have executed this Agreement as of the date hereinabove firstly mentioned

Producer

Approved Production Guarantor

Per \_\_\_\_\_

Per \_\_\_\_\_

\_\_\_\_\_  
(name of Signatory Producer)

\_\_\_\_\_  
(name of Guarantor)

\_\_\_\_\_  
(address of Signatory Producer)

\_\_\_\_\_  
(address of Guarantor)

\_\_\_\_\_  
(phone number of Signatory  
Producer)

\_\_\_\_\_  
(phone number of Guarantor)

\_\_\_\_\_  
(fax number of Signatory  
Producer)

\_\_\_\_\_  
(fax number of Guarantor)

ACTRA Branch

Per \_\_\_\_\_

\_\_\_\_\_  
(name of branch representative)

\_\_\_\_\_  
(branch)

**APPENDIX 7A****SECURITY AGREEMENT**

(see Article A517[b])

*The Producer shall sign the following Security Agreement and forward it to the local ACTRA office.*

This Security Agreement, made pursuant to Article A517(b) of the Independent Production Agreement (“the IPA”) dated January 1, 2019 to December 31, 2021, is dated this \_\_\_\_\_ day of \_\_\_\_\_,

Between \_\_\_\_\_ (the Debtor) and ACTRA

and the ACTRA Performers’ Rights Society (collectively “ACTRA”)

re \_\_\_\_\_ (“the Production”).

Whereas the Debtor is authorized and entitled to provide this Security Agreement in respect of the Production,

1. This Security Agreement is entered into between the Debtor and ACTRA to secure the performance by the Debtor of all its obligations under Part B of the IPA. Said obligations include, but shall not be limited to, the obligation to pay Performers in the Production any compensation due and payable under the terms of Part B of the IPA (i.e., residual payments, Use fees, or other payments provided for in Part B of the IPA).
2. The parties acknowledge and agree to be bound by the terms, conditions, and definitions contained in the Standard Security Terms in Appendix 7B.
3. ACTRA specifically acknowledges and agrees that this Security Interest shall be subject and subordinate to the Security Interests of the parties listed below. If the Security Interest of any listed party is not registered at the time of the registration of this Security Interest, ACTRA will agree to provide, at no cost to the Debtor, any subordination agreements required:

(a) \_\_\_\_\_ (b) \_\_\_\_\_

(c) \_\_\_\_\_ (d) \_\_\_\_\_

(e) \_\_\_\_\_ (f) \_\_\_\_\_

Failure of the Debtor to list all those parties with a prior Security Interest shall not be a violation of this Security Agreement, provided such Security Interest is registered.

4. **Subordination of ACTRA Security Agreement** Pursuant to Paragraph 7.1 of the Standard Security Terms, ACTRA agrees that its Security Interest will rank subordinate to the Security Interests of the parties listed in Paragraph 3. The intent of this provision is that generally the Security Interests of the following parties will enjoy priority over ACTRA's Security Interest: chartered banks, trust companies, or other recognized lending institutions; government- funded financiers; and, subject to prior written approval of ACTRA, other lenders or financiers that specifically require priority and that are providing project financing in respect of the Production.

The Debtor represents and warrants as follows:

- (a) Debtor's legal name, principal place of business, and mailing address (if the Debtor is an individual, their birthdate must be supplied).
- \_\_\_\_\_
- \_\_\_\_\_
- (b) Address at which the Debtor keeps its records concerning accounts and contracts with respect to which a Security Interest is herein granted (if different than above).
- \_\_\_\_\_
- \_\_\_\_\_
- (c) The negatives in connection with the Production will be processed by
- \_\_\_\_\_
- (d) The positive copies of the Production for distribution will be made by
- \_\_\_\_\_
- (e) The Debtor is duly organized and exists under the laws of the

province/state/country of \_\_\_\_\_, and is  
not restricted by its charter documents or otherwise from entering  
into this Security Agreement.

- (f) The copyright in Production has been or upon its completion will  
be duly registered in the following countries:

\_\_\_\_\_,  
free and clear of adverse claims and liens other than those created  
hereby or as disclosed in Paragraph 3 hereof.

- (g) If the Debtor is not the Producer, the Producer is

\_\_\_\_\_  
and its place of business is \_\_\_\_\_

- (h) It is in receipt of a copy of the IPA, this Security Agreement, and  
the Standard Security Terms.

In witness whereof the Debtor has executed this Security Agreement at

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Debtor

Per _____	Per _____
(signature)	(signature)
_____	_____
(print name and title)	(print name and title)

### Acknowledgment

ACTRA Branch

ACTRA Performers' Rights Society

Per \_\_\_\_\_  
\_\_\_\_\_  
(print name, title, and branch)

Per \_\_\_\_\_  
\_\_\_\_\_  
(print name and title)

Date \_\_\_\_\_  
(month/day/year)

**APPENDIX 7B**  
**STANDARD SECURITY TERMS**  
(see Article A517[b])

**1.0 Parties and Nature of the Relationship**

- 1.1 The Security Agreement is entered into between the Debtor and ACTRA to secure the performance by the Debtor of its Secured Obligations (defined herein at Paragraph 3) and to make the Collateral (defined herein at Paragraph 4) security for such Secured Obligations, to the fullest extent allowed by applicable law.
- 1.2 The Secured Parties are ACTRA, which is the exclusive bargaining agent for all of the Performers who worked on the Production, and the ACTRA Performers' Rights Society, a corporation whose function includes the collection and distribution of Use fees and residuals.
- 1.3 The Debtor acknowledges that the Secured Parties, collectively referred to as ACTRA, are thus entitled to represent the Performers in respect of any and all current and continuing claims for payment of Use fees, residuals, and other amounts payable under Part B of the IPA.
- 1.4 Name and address of the Secured Parties:  
ACTRA  
Fax: (416) 489-8076  
  
ACTRA Performers' Rights Society  
Fax: (416) 489-1040  
  
625 Church Street, 3rd Floor Toronto,  
ON M4Y 2G1
- 1.5 The Debtor warrants and represents that, under the terms of this Agreement, it is primarily liable for all obligations to report and remit residual payments, Use fees, and other payments arising from the terms and conditions contained in Part B of the IPA, as if it were a signatory to the IPA, and the terms of the IPA are hereby incorporated by reference.

**2.0 Creation of Security Interest**

- 2.1 The Debtor hereby grants to ACTRA, in addition to any other rights or benefits previously granted by contract, collective Agreement, or otherwise, for value received and to secure the performance of the

obligations under this Security Agreement and as a general and continuing collateral security for the payment of the full sum of Performers' Fees, including but not limited to Use and residual fees and for the due performance, observance, and fulfillment of the obligations of the Producer/Debtor, a Security Interest by way of a charge ranking subordinate to those Secured Parties set out in Paragraph 7.1 hereof, but otherwise in first position in respect of the Collateral as defined herein, whether now owned or hereafter acquired directly or indirectly by the Debtor, whether now existing or hereafter arising, pursuant to the Personal Property Security Act, R.S.O. 1990, c. P.10 ("the PPSA") and the property described herein (hereinafter referred to as "the Collateral").

- 2.2 All phrases that are defined in the IPA and not otherwise defined in this Security Agreement shall have the meaning ascribed by the IPA, and all phrases not otherwise defined in this Security Agreement shall have the meaning ascribed by the PPSA.

3.0 **Obligations** For certainty, the Obligations shall include, but shall not be limited to,

- 3.1 the obligation to pay to Performers any and all fees due for their services performed or to be performed in the Production and any and all compensation due by reason of the distribution of all or part of the Production, in accordance with and as defined by the terms of the IPA; and
- 3.2 the obligation to pay insurance and retirement savings contributions for the benefit of Performers, in accordance with the IPA, subject to any of the above obligations being assumed in writing by another entity by means of a Purchaser's Assumption Agreement or a Distributor's Assumption Agreement, with approval of ACTRA (not to be unreasonably withheld), whereupon they shall be excluded from the obligations secured hereunder; and
- 3.3 the full, timely, and faithful performance by the Producer of all terms, provisions, covenants, conditions, agreements, and obligations contained in or contemplated by this Security Agreement and the IPA.

4.0 **Collateral**

- 4.1 "Collateral" means all right, title, and interest of the Producer in and to the Production, each of the component elements thereof, and all rights appurtenant thereto, together with any and all proceeds and avails thereof. For certainty, no right or interest with respect to sequels,

prequels, remakes, spinoffs, or episodic series based on or derived from the Production or any of its underlying works, nor any right to monies derived through the exploitation of ancillary, allied, underlying, and like rights such as merchandising, novelization, music publishing, soundtrack, and sequel rights. Any reference to the Collateral shall, unless the context requires otherwise, be deemed a reference to “the Collateral or any part thereof.” For certainty, the Collateral includes

- 4.1.1 all debts, accounts receivable, demands, and choses in action that are now due, owing, or accruing due or that may hereafter become due, owing, or accruing due to the Debtor and all claims of whatsoever nature or kind that the Debtor now has or may hereafter have, including claims against the Crown and claims under insurance policies;
- 4.1.2 all contracts, securities, bills, notes, lien notes, judgements, chattel mortgages, mortgages, and all other rights and benefits that now are or may hereafter be vested in the Debtor in respect of or as security for any of the said debts, demands, choses in action, and claims;
- 4.1.3 all books, accounts, invoices, letters, papers, and documents in any way evidencing or relating to any of said debts, demands, choses in action, and claims;
- 4.1.4 all negatives, videotapes, lavenders, dupes, soundtracks, and positive prints connected with the Production, whether in completed form or in some stage of completion, or any other media upon which the Production is recorded, and all rights in the said media and other assets related to the Production of any nature, and any proceeds therefrom now owned or that may from time to time be owned and acquired by the Debtor;
- 4.1.5 the single production right to the original idea and story upon which the Production is based and all scripts, screenplays, and other written materials used or to be used in connection with the Production;
- 4.1.6 synchronization rights in and to the lyrics, music, and musical compositions as may be owned or acquired by the Producer for use in the Production to the extent of such single use only;



- 4.1.7 all copyrights and licences obtained or to be obtained by the Producer for use in connection with the Production to the extent of such single use only;
  - 4.1.8 all sums obtained or to be obtained by the Producer from distribution, exhibition, and exploitation of the Production, including without limitation all moneys due or to become due to the Producer under any distribution agreements entered into by the Producer for distribution of the Production; and
  - 4.1.9 all recoveries under insurance policies issued in connection with the Production.
- 4.2 The Debtor expressly warrants that to the best of its knowledge and belief it has good title to its interest in the Collateral now due and will have good title to its interest in the Collateral to become due, free and clear of all liens and encumbrances except for the Security Interest granted hereby, the Security Interests in Paragraph 7.1 hereof, or as disclosed to ACTRA, and that no restrictions exist or will exist, by agreement or otherwise, with respect to any of the said Collateral that impair the right of the Debtor to make this charge.
- 5.0 **Enforcement Costs** ACTRA acknowledges that it shall be solely responsible for all costs and expenses, including legal fees and disbursements, in perfecting and enforcing any of its rights under this Security Agreement, save and except as herein provided.
- 6.0 **Rights and Obligations of Debtor**
  - 6.1 The Producer shall
    - 6.1.1 at no cost, execute and deliver such further agreements, contracts, documents, and instruments (each a “Security Document”) as ACTRA may reasonably prepare, require to perfect, protect, or maintain the Security Interest provided for herein. If, within ten (10) business days of notice from ACTRA requesting any such Security Document, the Producer fails to execute and deliver it consistent with the rights of ACTRA or to provide ACTRA with notice specifying with particularity the Producer’s objection to so doing, then the Producer hereby irrevocably appoints ACTRA its true and lawful attorney-in-fact to execute, deliver, file, and

record, on its behalf and in its name, such Security Document. ACTRA will promptly provide the Producer with a true and complete copy of each Security Document executed by ACTRA under this paragraph, along with full information regarding each jurisdiction where it has been registered, filed, or recorded.

- 6.1.2 use all reasonable good-faith business efforts to defend, at its own cost and expense, the Producer's right, title, and interest in and to the Collateral, and the Security Interest and rights of ACTRA, against all claims of infringement and against any and all claims by third parties arising out of or resulting from the use in the Production of any story, adaptation, idea, impersonation, character, photograph, music, musical composition, or other material, provided that the Producer may satisfy this requirement if the Producer causes ACTRA to be named as an additional insured, as its interest may appear, on any standard policy of errors and omissions insurance maintained by the Producer or its successors in interest with respect to the Production.
- 6.2 ACTRA acknowledges that the Producer and its successors, licensees, and assigns are the persons undertaking the release and exploitation of the Production and all rights within or arising from it. ACTRA further acknowledges that prior to ACTRA's realizing on its Security Interest in accordance with this Security Agreement, nothing in this Security Agreement authorizes or permits ACTRA to delay, enjoin, impede, impair, or otherwise interfere with the development, production, distribution, advertising, marketing, turning to account, or other exploitation of the Production or any of the Collateral that is undertaken, authorized, permitted, or allowed by the Producer or any of its successors, licensees, or assigns in the sole exercise of their good-faith business judgement, and nothing in this Security Agreement requires or prevents the Producer or any of its successors in interest from taking or refraining from taking any action for any infringement or piracy of any rights in the Production or the Collateral. ACTRA agrees that the Producer has no obligation under this Security Agreement to release the Production or to exploit the Production or to realize any moneys with respect thereto in any manner.
- 6.3 Until default or unless otherwise agreed with the Secured Party, the

Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner consistent with the provisions of this Security Agreement. If the Debtor desires to change its principal place of business or mailing address from that described in Paragraph 5(a) above or if the Debtor wishes to move its records and accounts from that place described in Paragraph 5(b) above, or if the Debtor wishes to move the Production negatives or positive copies of the Production from the locations described in Paragraphs 5(b), 5(c), and 5(d) above, the Debtor shall notify the Secured Party of the relevant change and do all such acts and execute all such documents as are required by ACTRA to effectively preserve and perfect the Secured Party's security therein in the jurisdiction to which such assets have been moved. For clarity, nothing herein shall require the Debtor to notify ACTRA of the removal by any distributor of prints incorporating the Production.

- 6.4 The Debtor shall defend its own rights in the Collateral against the claims and demands of all persons. The Debtor shall use its best efforts to maintain the negative and positive copies of the Production in the Debtor's possession in a condition and state of repair that preserves the value of such Collateral. The Debtor will not knowingly commit or permit damage to or destruction of the negative of the Production.
- 6.5 The Debtor shall notify the Secured Party promptly of
- (a) any material change in the information contained in this Agreement (including the schedules hereto) relating to the Debtor, the Debtor's business, or the Collateral,
  - (b) the details of any change in name or address of the Debtor or location of the Collateral;
  - (c) the details of any disposition of the negative of the Production;
  - (d) the details of any claim or litigation materially affecting ownership of the Collateral;
  - (e) any material loss of or damage to the Collateral;
  - (f) any material default known to the Debtor by any distributor or broadcaster that materially affects the likelihood of further Use fees to ACTRA in respect of the Production.
- 6.6 The Debtor will conduct its business and affairs in a proper and efficient manner in accordance with applicable law and keep records relating to the Production in accordance with generally accepted accounting procedures. The Debtor shall pay all charges, taxes, assessments, claims, liens, and

encumbrances relating to the Collateral or the Debtor's business and affairs when the same become due. The Debtor will promptly deliver to the Secured Party such information concerning the Collateral, the Debtor, and the Debtor's business and affairs as the Secured Party may reasonably request.

## **7.0 Subordination of ACTRA Security Agreement**

- 7.1 ACTRA acknowledges and agrees that the Security Interest will rank subordinate to security interests of the following: chartered bank, trust company, or other recognized lending institution; government-funded financiers; and (subject to the prior written approval of ACTRA) other lenders or financiers that specifically require priority providing project financing in respect of the Production. Specifically in respect of the Production, ACTRA hereby acknowledges and agrees that its Security Interest hereunder ranks subordinate to the security interests, whether registered or otherwise, of the following secured parties with respect to the Debtor and the Collateral:

Prior Secured Parties: \_\_\_\_\_

- 7.2 ACTRA further acknowledges that the Producer or its assigns, affiliates, or successors have licensed and may from time to time license certain rights in the Production to one or more distributors or licensees, which rights either have been or may be secured by security interests with respect to rights granted to them. ACTRA agrees that so long as all statements of receipts and payments have been in a timely way paid or made by such distributor or licensee to the Producer, with respect to the rights and territories granted to such distributor or licensee, ACTRA will not disturb the peaceful and quiet enjoyment of the rights granted to such distributor or licensee, nor attempt to enjoin, impair, or interfere with the exercise of its rights.
- 7.3 In the event that the Producer defaults (as per Article 8) and fails to adequately assert or protect its contractual or other rights to receive payments from third parties pursuant to licensing or distribution agreements or the like, the Debtor agrees that ACTRA shall have the right of subrogation and it shall be entitled to take any steps it deems necessary for the protection of such rights, including, but not limited to, the right to commence any legal action in the place of the Debtor. However, any such step or action shall be in ACTRA's name and at ACTRA's sole expense. ACTRA shall be reimbursed from any funds recovered for any and all reasonable costs of the action, audit, or the like in first position. All

recovered funds shall be directed to be paid and held by a trustee, who will disburse such funds in accordance with entitlement.

**8.0 Events of Default** The Debtor shall be in default under this Security Agreement upon occurrence of any of the following:

- 8.1 non-payment when due, whether by acceleration or otherwise, of any amounts secured by this Security Agreement, or the failure to comply with any provisions of Part B of the IPA in any material way, subject to Paragraph 8.2;
- 8.2 failure to comply within thirty (30) days after written notice from the Secured Party demanding compliance with any provision contained in the IPA or this Security Agreement, and if compliance is not practically possible, failure to take steps that will produce compliance as soon as is reasonably practical;
- 8.3 if any representation or statement made or furnished in this Security Agreement or under the IPA to the Secured Party by or on behalf of the Debtor proves in any material respect to have been false when made or furnished;
- 8.4 bankruptcy of the Debtor; the filing against the Debtor of a petition in bankruptcy if such petition remains uncontested for thirty (30) days; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver, trustee, or liquidator for the Debtor or for any asset of the Debtor if such appointment continues for thirty (30) days or more; or the institution by or against the Debtor of any type of insolvency proceeding or creditor rearrangement.

**9.0 Secured Party Rights and Obligations**

- 9.1 In addition to the rights granted herein, the Secured Party may enforce any other rights and remedies it may have at law or in equity, and specifically shall have all rights and remedies of a secured party under the PPSA. All rights and remedies of the Secured Party shall be cumulative.
- 9.2 The Secured Party shall have the right at any time upon reasonable notice to confirm the existence and state of the Collateral in any manner the Secured Party may consider appropriate, and the Debtor agrees to furnish all assistance as the Secured Party may reasonably request in connection therewith. Upon the occurrence of an event of default, the Debtor grants to the Secured Party or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor, for the purposes of inspection or obtaining possession.

- 9.3 The Secured Party may appoint by instrument a receiver or other person to act on its behalf before or after default or in any insolvency or like proceedings (“receiver” includes a receiver-manager). The appointee has all the powers of the Secured Party under this Security Agreement. In addition, on instructions from the Secured Party, the receiver shall be entitled in connection with any enforcement proceeding hereunder to carry on the business of the Debtor in respect of the Production, with all the powers that the Debtor would have to operate its business, for such time as the receiver determines advisable and in the best interest of the Secured Party.
- 9.4 The Secured Party may, subject to the Debtor’s rights under the PPSA, take possession of, collect, demand, sue on, enforce, recover, and receive the Collateral and give binding receipts and discharges therefor. The Secured Party in possession may, subject to the Debtor’s rights under the PPSA, use the Collateral as it sees fit, providing that any income from the Collateral is applied to the Debtor’s account. Upon default, the Secured Party may also, subject to the Debtor’s rights under the PPSA, sell, lease, or otherwise dispose of the Collateral in any commercially reasonable manner.
- 9.5 At any time after the occurrence of an event of default, the Secured Party may direct account debtors of the Debtor in respect of the Production to make all payments owing to the Debtor directly to the Secured Party, by notifying such account debtors of the Secured Party’s interest, either before or after default; and upon notice from the Secured Party to the Debtor, any payments received by the Debtor in respect of the Production, whether before or after notification to account debtors, shall be held by the Debtor in trust for the Secured Party in the same medium in which received, shall not be commingled with any assets of the Debtor, and shall be turned over to the Secured Party forthwith upon receipt.
- 9.6 The Debtor agrees to pay, subject to limitations under the PPSA or the IPA, all charges, including solicitors’, auditors’, receivers’, or like persons’ costs and remuneration, or other expenses reasonably incurred by the Secured Party or other party appointed by the Secured Party in operating the Debtor’s accounts, but the Secured Party shall pay the fees and expenses of preparing or otherwise enforcing the terms of this Security Agreement.
- 9.7 No variation, amendment (except for any schedule that may be added hereto pursuant to the provisions of this Agreement), or waiver of any provision of this Security Agreement shall be effective unless made by



written agreement executed by the Parties to this Security Agreement. The Secured Party may remedy any default or perform any duty of the Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. The Secured Party may grant extensions of time and other indulgences; take and give up securities; accept compositions, grant releases, and discharges; release the Collateral to third parties; and otherwise deal with the Debtor's guarantors or sureties and others, and with the Collateral and other securities, as the Secured Party may see fit, without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize the Collateral.

- 10.0 **Successor Interests** This Security Agreement shall enure to the benefit of and be binding on the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 11.0 **Applicable Law** This Security Agreement shall be governed by the laws of the Province of Ontario, unless otherwise agreed by the Parties.
- 12.0 **Termination** Upon provision to ACTRA of a Purchaser's Assumption Agreement, a Distributor's Assumption Agreement, or a Distribution Guarantee in accordance with the provisions of the IPA, ACTRA shall be deemed to have discharged its security interest, and ACTRA shall, at the written request of and at no cost to the Debtor, cancel and discharge all security interests under this Security Agreement and execute and deliver to the Debtor such deeds or other instruments (collectively "Release Documents"; individually a "Release Document") as shall be required to effect such discharge, and to register notice of such discharge under the PPSA and such other jurisdictions as the Secured Party may have registered its security interest. If within ten (10) business days of notice from the Debtor requesting any such Release Document, ACTRA fails to execute and deliver it or to provide to Debtor notice specifying with particularity ACTRA's objection to so doing, then ACTRA hereby irrevocably appoints the Debtor its true and lawful attorney-in-fact to execute, deliver, file, and record on its behalf and in its name such Release Documents. The Debtor will promptly provide ACTRA with a true and complete copy of each Release Document executed by the Debtor under this Paragraph, along with full information regarding each jurisdiction where it has been registered, filed, or recorded.

**APPENDIX 8****DISTRIBUTION GUARANTEE**

(for Approved Distribution Guarantors: see Article A517[c])

The Guarantor shall sign the following Distribution Guarantee and forward it to the local ACTRA office.

Production \_\_\_\_\_

Date \_\_\_\_\_

Guarantor

Producer  
(if not Guarantor)

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Fax \_\_\_\_\_

Address at which Guarantor  
keeps records concerning  
accounts and contracts (if  
different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Negatives in connection  
with the Production will be  
processed by

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Positive copies of the  
Production for distribution  
will be made by

\_\_\_\_\_  
\_\_\_\_\_

The Guarantor has the  
following distribution rights in  
respect of the Production:

Media	Territory	Term



**Whereas** the Producer is a party to the Independent Production Agreement between the Canadian Media Producers Association (CMPA) and Association Québécoise de la Production Média (‘‘AQPM’’) and the Alliance of Canadian Cinema, Television and Radio Artists (‘‘ACTRA’’) dated January 1, 2019 (‘‘the IPA’’);

**And whereas** the Production was produced by the Producer under the terms and conditions of the IPA;

**And whereas**, pursuant to Articles A516, A517, and A518 of the IPA, ACTRA has agreed to release other forms of security that it may hold in respect of the Production, provided that the Producer provides the ACTRA Performers’ Rights Society (‘‘ACTRA PRS’’) with a Distribution Guarantee from an Approved Distribution Guarantor in this form;

**And whereas** ACTRA has accepted the Guarantor as an Approved Distribution Guarantor;

Now therefore the Parties hereby agree as follows:

1. In consideration of ACTRA’s releasing and/or foregoing other forms of security that it may hold in respect of the Production, the Guarantor hereby unconditionally guarantees performance of the reporting requirements with respect to the distributing rights that the Guarantor has in the Production, as set out above, and unconditionally guarantees the payment of all amounts that may become due pursuant to Article B4 or Article B5 of the IPA in respect of the Distributor’s Gross Revenue generated from the distribution, exhibition, or exploitation of the Production, in all media and territories in respect of which the Guarantor holds distribution rights as set out above, including residual payments, Use fees, administration fees, and insurance and retirement payments related thereto that are now due or may become due to any Performer, ACTRA, the ACTRA PRS and/or the ACTRA Fraternal Benefit Society (‘‘ACTRA AFBS’’) (collectively ‘‘ACTRA’’).
2. ACTRA shall execute any and all documents necessary to discharge and terminate any and all security interests or encumbrances of any kind in relation to the Production, in respect of the media, territories, and terms set out above that ACTRA holds, that were previously granted to ACTRA, and shall file such documents with the appropriate government agency.
3. If the Guarantor transfers any interest in the distribution rights set out above to a third party and desires to be relieved of its obligations

attached to those distribution rights, the Guarantor shall be released from this Guarantee to the extent that those distribution rights are transferred, on delivery to ACTRA of a Security Agreement pursuant to Article A517(b), a Distribution Guarantee, or Distributor's Assumption Agreement from another Approved Distribution Guarantor.

4. Nothing herein is intended, nor shall it be construed, to impose any greater obligations on the Guarantor than would apply to a Producer under the terms and conditions of the IPA. By the same token, the Guarantor shall be entitled to all the rights and benefits accorded to a Producer under the terms of the IPA.
5. This Guarantee is a continuing guarantee binding upon the Guarantor and its successors and assigns, and enuring to the benefit of and enforceable by ACTRA and its successors and assigns. The obligations of the Guarantor hereunder shall not be discharged, affected, impaired, or released by any insolvency, bankruptcy, reorganization, merger, affiliation, liquidation, dissolution, or similar proceeding.
6. The right of the Guarantor to distribute, exhibit, or exploit the Production, in the media and territories and for the terms described above, shall be subject to and conditioned upon the prompt reporting and payment of Use fees due in accordance with the terms set out in the IPA. It is expressly understood that so long as such reports are submitted and payments are made, neither ACTRA nor its members shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit, and/or exploit the Production in the territories and media and for the terms set out above.
7. All notices, requests, demands, or other communications required or permitted pursuant to this Guarantee shall be governed by the terms and conditions of the IPA (see Article A108[d] and [e]).
8. Copyright in the Production has been or, upon its completion, will be duly registered in the following countries: \_\_\_\_\_, free and clear of adverse claims and liens other than those created hereby or as disclosed herein.
9. The Guarantor warrants that it is duly organized and exists under the laws of the province/state/country of \_\_\_\_\_ and is not restricted by its charter documents or otherwise from entering into this Guarantee.

In witness whereof the parties hereto have executed this Agreement as of the date hereinabove firstly mentioned.

Producer

Approved Distribution Guarantor

Per \_\_\_\_\_

Per \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

ACTRA Branch

ACTRA Performers' Rights Society

Per \_\_\_\_\_

Per \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

## APPENDIX 9

### DISTRIBUTOR’S ASSUMPTION AGREEMENT

(see Article A520 and A517)

The Guarantor shall sign the following Distribution Assumption Agreement and forward it to the local ACTRA office.

**Whereas** \_\_\_\_\_ (“the Distributor”) is an Approved Distribution Guarantor, and has acquired from (“the Producer”) certain rights in the Production entitled \_\_\_\_\_ (“the Production”);

**And whereas** the Production was produced pursuant to the ACTRA Independent Production Agreement Covering Performers in Independent Production, between the Canadian Media Producers Association (CMPA), Association Québécoise de la Production Médiatique (“AQPM”) and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), in effect from January 1, 2019, to December 31, 2021 (“the IPA”);

The Parties hereto agree as follows:

1. In consideration of ACTRA’s agreeing to license of the rights described herein in the Production to the Distributor, the Distributor agrees that it and its successors, assigns, and related companies that are not dealing at arm’s length (collectively “the Distributor”) are bound by all continuing obligations contained in the IPA to remit Use fees to the Performers in the Production, payable under Part B of the IPA. The Distributor acknowledges receipt of the IPA and warrants that all Use payments that shall become due and payable pursuant to Part B shall be paid under the terms and conditions contained in Part B.
2. The Distributor is distributing or licensing the Production
  - (a) (i) in perpetuity (i.e., for the period of copyright and any renewals thereof), or
    - (ii) for a limited term of \_\_\_\_ years.
  - (b) Territories (please provide list):
    - (i)
    - (ii)

(iii)

(iv)

(v)

(c) Media (please refer to Article B3 and provide list):

(i)

(ii)

(iii)

(iv)

(v)

3. The Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is licensing, shall be subject to and conditioned upon the prompt payment of Use payments to the ACTRA Performers' Rights Society ("the ACTRA PRS") in respect of the Performers in the Production. It is agreed that the ACTRA PRS shall be entitled to pursue all remedies available at law in the event that such payments are not made when due, in addition to the remedies provided for in Part B.
4. The Distributor acknowledges that, in accordance with Article B511, the aggregate Use payments are due on a biannual basis for the first two years after the completion of production and annually thereafter, which payments are to be sent along with the reports showing Gross Revenue during the preceding time period. The Distributor shall also make available for inspection by the ACTRA PRS all statements delivered to the Producer or to government funding agencies or financiers regarding Distributor's Gross Revenue. Any payments received after the due date shall be subject to a claim for interest at the prime rate of interest plus three percent (3%), calculated monthly.
5. The Distributor acknowledges its obligation under Article B510 that, while it is holding the aggregate gross participation payments prior to their disbursement, such monies are deemed to be held in trust for the Performers until disbursement to the ACTRA PRS. In the enforcement of this Article, ACTRA, subject to its rights as a creditor, shall agree not to hold any employee of a Producer (or Distributor) liable for negligence, provided said employee acts in a bona fide fashion.

6. As the Producer may have executed a Security Agreement and financing statement in favour of ACTRA, the Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is licensing, are subject and subordinate to ACTRA's Security Interest. ACTRA agrees that, so long as the Use payments are remitted in a timely manner, it will not exercise any rights under its Security Agreement that would in any way interfere with the Distributor's rights to distribute or license the Production and receive all revenue therefrom.
7. The Distributor will be relieved of its obligations to ACTRA only upon any sale or other disposition of the Production or any rights in the Production to a third party, if the third party that acquires the Production or any such rights signs an Assumption Agreement in this form with the Distributor and ACTRA.
8. ACTRA hereby relieves the Producer of its obligations under the IPA with respect to the Production.
9. The parties hereto acknowledge that any dispute arising from the interpretation, administration, or enforcement of this Agreement and the relevant Articles of Part B of the IPA shall be submitted to final and binding arbitration under Article B701 and Appendix 11.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Distributor****Producer**

Per \_\_\_\_\_ Per \_\_\_\_\_  
(signature) (signature)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

**ACTRA Branch****ACTRA Performers' Rights Society**

Per \_\_\_\_\_ Per \_\_\_\_\_  
(signature) (signature)

\_\_\_\_\_  
(print name, title, and branch)

\_\_\_\_\_  
(print name and title)

Date \_\_\_\_\_  
(month/day/year)

## APPENDIX 9A

### DISTRIBUTOR'S ASSUMPTION AGREEMENT

#### (NON-APPROVED DISTRIBUTOR)

(see Article A520)

*The Distributor shall sign the following Distribution Assumption Agreement and forward it to the local ACTRA office.*

**Whereas** \_\_\_\_\_ (“the Distributor”) is Distribution Guarantor and has acquired from \_\_\_\_\_ (“the Producer”) certain rights in the Production entitled \_\_\_\_\_ (“the Production”);

**And whereas** the Production was produced pursuant to the ACTRA Independent Production Agreement Covering Performers in Independent Production, between the Canadian Media Producers Association (CMPA), Association Québécoise de la Production Médiatique (“AQPM”), and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), in effect from January 1, 2019 to December 31, 2021 (“the IPA”);

The Parties hereto agree as follows:

1. In consideration of ACTRA’s agreeing to the license of the rights described herein in the Production to the Distributor, the Distributor agrees that it and its successors, assigns, and related companies that are not dealing at arm’s length (collectively “the Distributor”) are bound by all continuing obligations contained in the IPA to remit Use fees to the Performers in the Production payable under Part B of the IPA. The Distributor acknowledges receipt of the IPA and warrants that all Use payments that shall become due and payable pursuant to Part B shall be paid under the terms and conditions contained in Part B.
2. The Distributor is distributing or licensing the Production
  - (a) (i) in perpetuity (i.e., for the period of copyright and any renewals thereof), or
  - (ii) for a limited term of \_\_\_\_ years.
  - (b) Territories (please provide list):

(i)

(ii)

(iii)

(iv)

(v)

(c) Media (please refer to Article B3 and provide list):

(i)

(ii)

(iii)

(iv)

(v)

3. The Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is licensing, shall be subject to and conditioned upon prompt payment of Use payments to the ACTRA Performers' Rights Society ("ACTRA PRS") in respect of the Performers in the Production. It is agreed that the ACTRA PRS shall be entitled to pursue all remedies available at law in the event that such Payments are not made when due, in addition to the remedies provided for in Part B.
4. The Distributor acknowledges that, in accordance with Article B511, the aggregate Use payments are due on a biannual basis for the first two (2) years after the completion of production and annually thereafter, which payments are to be sent along with the reports showing Gross Revenue during the preceding time period. The Distributor shall also make available for inspection by the ACTRA PRS all statements delivered to the Producer or to government funding agencies or financiers regarding Distributor's Gross Revenue. Any payments received after the due date shall be subject to a claim for interest at the prime rate of interest plus three percent (3%), calculated monthly.
5. The Distributor acknowledges its obligation under Article B510 that, while it is holding the aggregate gross participation payments prior to their disbursement, such monies are deemed to be held in trust for the Performers until disbursement to the ACTRA PRS. In the enforcement of this Article, ACTRA, subject to its rights as a creditor, shall agree not to



hold any employee of a Producer (or Distributor) liable for negligence, provided said employee acts in a bona fide fashion.

6. As the Producer may have executed a Security Agreement and financing statement in favour of ACTRA, the Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is licensing, are subject and subordinate to ACTRA's Security Interest. ACTRA agrees that so long as the Use payments are remitted in a timely manner, it will not exercise any rights under its Security Agreement that would in any way interfere with the Distributor's right to distribute or license the Production and receive all revenue therefrom.
7. The Distributor will be relieved of its obligations to ACTRA only upon any sale or other disposition of the Production or any rights in the Production to a third party, if the third party that acquires the Production or any such rights signs an Assumption Agreement in this form with the Distributor and ACTRA.
8. ACTRA hereby relieves the Producer of its obligations under the IPA with respect to the Production.
9. The parties hereto acknowledge that any dispute arising from the interpretation, administration, or enforcement of this Agreement and the relevant Articles of Part B of the IPA shall be submitted to final and binding arbitration under Article B701 and Appendix 11.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Distributor**

**Producer**

Per \_\_\_\_\_ Per \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

**ACTRA Branch**

**ACTRA Performers' Rights Society**

Per \_\_\_\_\_ Per \_\_\_\_\_

---

(print name, title, and branch)

---

(print name and title)

Date (month/day/year)

**APPENDIX 10****PURCHASER'S ASSUMPTION AGREEMENT**

(see Article A519[a])

**Whereas** \_\_\_\_\_ (“the Purchaser”) has acquired from  
\_\_\_\_\_ (“the Producer”) the Production  
entitled \_\_\_\_\_ (“the  
Production”);

**And whereas** the Production was produced pursuant to the Independent Production Agreement Covering Performers in Independent Production, between the Canadian Media Producers Association (CMPA), Association Québécoise de la Production Médiatique (“AQPM”), and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), in effect from January 1, 2019, to December 31, 2021 (“the IPA”);

The Parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the IPA with respect to the Performers in the Production and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the IPA to be paid by the Producer to or for the Performers in respect of the Production.
2. As the Producer has executed a Security Agreement and financing statement in favour of ACTRA, the Purchaser acknowledges and agrees that its right to exploit the Production is subject and subordinate to ACTRA's Security Interest. ACTRA agrees that so long as all the continuing obligations contained in the IPA with respect to the Performers in the Production are remitted in a timely manner, it will not exercise any rights under its Security Agreement that would in any way interfere with the Purchaser's rights in respect of the Production.
3. The Purchaser will be relieved of its obligations to ACTRA upon any sale or other disposition of the Production only if the party which acquires the Production signs an Assumption Agreement in this form with Purchaser and ACTRA.

4. ACTRA hereby relieves the Producer of its obligations under the IPA with respect to the Production.

Dated at \_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**Purchaser****Producer**

Per \_\_\_\_\_ Per \_\_\_\_\_  
(signature) (signature)

\_\_\_\_\_  
(print name and title) (print name and title)

**ACTRA Branch****ACTRA Performers' Rights Society**

Per \_\_\_\_\_ Per \_\_\_\_\_

\_\_\_\_\_  
(print name, title, and branch) (print name and title)

Date \_\_\_\_\_  
(month/day/year)

## **APPENDIX 11**

### **DISPUTE RESOLUTION MECHANISM**

(see Article A709[d])

The following provisions are based on the relevant provisions of the Canada Labour Code, R.S.C. 1985, c.L-2, as amended (in effect on September 7, 1995). For ease of reference, the term “Board” has been replaced with the term “Arbitrator,” appropriate modifications have been made to the language of the provisions, and new sequential numbers have been assigned. This Appendix contains a complete set of provisions governing the arbitration procedure in relation to disputes arising from Appendices 2 and 4 and the provisions of Articles B3 to B6 inclusive of Part B of the Agreement.

#### **1. Definitions**

- (a) “Arbitrator” means a sole arbitrator that has been selected by the Parties to this Agreement or appointed by the Minister under the provisions of Articles A709(d) or B701.
- (b) “Bargaining Unit” means the unit defined by this Agreement, which unit the Parties agree is appropriate for collective bargaining.
- (c) “Employee” shall mean a Performer covered by the terms of this Agreement.

#### **2. Powers of Arbitrator**

The Arbitrator has, in relation to any proceeding before it, the power to

- (a) summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce such documents and things as the Arbitrator deems requisite to the full investigation and consideration of any matter within its jurisdiction that is before the Arbitrator in the proceedings [s.16(a) of the Code];
- (b) administer oaths and solemn affirmations [s.16(b)];
- (c) receive and accept such evidence and information on oath, affidavit, or otherwise as the Arbitrator in her or his discretion sees fit, whether admissible in a court of law or not [s.16(c)];
- (d) examine, in accordance with any regulations of the Canada Labour

Relations Board, such evidence as is submitted to her or him respecting the membership of any Employees in a trade union [s.16(d)];

- (e) examine documents forming or relating to the constitution or articles of association of a trade union or council of trade unions that is alleging that it holds representation rights, for the purposes of administering the provisions of Appendix 4;
- (f) make such examination of records and such inquiries as he or she deems necessary [s.16(f)];
- (g) require a Producer to post and keep posted in appropriate places any notice that the Arbitrator considers necessary to bring to the attention of any Performers in any matter relating to the proceeding [s.16(g)];
- (h) subject to bona fide production requirements, enter any premises of a Producer and to inspect any work, material, documents, financial records, and any other thing and interrogate any person respecting any matter that is before the Arbitrator in the proceeding [s.16(h)];
- (i) authorize any person to do anything the Arbitrator may do under paragraphs (a) to (h) inclusive and to report to the Arbitrator thereon [s.16(k)];
- (j) adjourn or postpone the proceeding from time to time [s.16(l)];
- (k) abridge or enlarge the time for instituting proceeding or for doing any act, filing any document, or presenting any evidence in connection with the proceeding [s.16(m)];
- (l) amend or permit the amendment of any document filed in connection with the proceeding [s.16(n)];
- (m) add a party to the proceeding at any stage of the proceeding [s.16(o)]; and
- (n) decide for all purposes of the matter referred to her or him, any question that may arise in the proceeding, including, without restricting the generality of the foregoing, any question as to whether
  - (i) a person is a member of a trade union or a council of trade unions,

- (ii) a collective agreement has been entered into,
  - (iii) any person or organization is a party to or bound by a collective agreement, and
  - (iv) a collective agreement is in operation [s.16(p)].
- 3. **Review or Amendment of Orders** The Arbitrator may review, rescind, amend, alter, or vary any order or decision made by it, and may rehear any application before making an order in respect of the application.
- 4. **Application of Orders** Where the Arbitrator may make or issue any order or decision, prescribe any term or condition, or do any other thing in relation to any person or organization, the Arbitrator may do so either generally or in any particular case or class of cases.
- 5. **Interim Decision**
  - (a) Where, in order to dispose finally of an application or complaint, it is necessary for the Arbitrator to determine two or more issues arising therefrom, the Arbitrator may, if she or he is satisfied that she or he can do so without prejudice to the rights of any party to the proceeding, issue a decision resolving only one or some of those issues and reserve her or his jurisdiction to dispose of the remaining issues.
  - (b) A decision referred to in paragraph 5(a) is, except as stipulated by the Arbitrator, final.
  - (c) In this section, “decision” includes an order, a determination, and a declaration.
- 6. **Exercise of Powers and Duties**
  - (a) The Arbitrator shall exercise such powers and perform such duties as are conferred or imposed on it by this Part of the Agreement, or as may be incidental to the attainment of the objects of this Part, including, without restricting the generality of the foregoing, the making of orders requiring compliance with the provisions of this Part or any decisions made hereunder. Either Party has the right to enforce any decision, interim or final, by registering the same under the relevant rules of a court of competent jurisdiction, provided there is an indication that either Party is unwilling to comply with the decision. A “court of competent jurisdiction” means either the federal Court of Canada or a court in the

provincial jurisdiction in which the Production is produced, depending on the circumstances.

- (b) The Parties agree and acknowledge that the Arbitrator has exclusive jurisdiction to exercise the powers conferred upon her or him by the provisions of this Part of the Agreement and to determine all questions of fact and law that arise in any matter before her or him. The finding of an Arbitrator as to the facts and as to the meaning or violation of the provisions of this Part of the Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify, or amend any part of this Agreement.


7. **Final and Binding Nature of Decision** The decision of the Arbitrator is final and binding upon the Parties and upon the Performers covered by this Agreement who are affected by the decision, and such Parties shall do or abstain from doing anything required of them by the decision. Any decision made under the provisions of this Appendix shall be judicially reviewed only by a court of competent jurisdiction if the Arbitrator has violated the rules of natural justice or if the Arbitrator has committed a jurisdictional error, either by imposing upon any term or provision of the IPA an interpretation that it cannot reasonably bear, or otherwise, consistent with the standard of review applied to decisions made by statutory Arbitrators in Canadian law.



## APPENDIX 12

### STANDARD CONTRACT FORM

(see Article A804)

	<b>PERFORMER CONTRACT FOR INDEPENDENT PRODUCTION</b>	Engager #: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Contract #: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
---	--	---

Production Company: \_\_\_\_\_  
 with offices at: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Represented by: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Name)  
 contracts with: \_\_\_\_\_ to provide the services of: \_\_\_\_\_  
 (performing company, if applicable)  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ SIN: \_\_\_\_\_ AC TRAM/Link Permit No: \_\_\_\_\_ GST/HST No: \_\_\_\_\_  
 Age (if a Minor) \_\_\_\_\_ Legal Guardian: \_\_\_\_\_  
 (Name of Agent/Representative) \_\_\_\_\_ (Address) \_\_\_\_\_  
 (Phone) \_\_\_\_\_ (email) \_\_\_\_\_

IN THE PRODUCTION ENTITLED \_\_\_\_\_

**NATURE OF PRODUCTION**

Indicate Declared Use -

Theatrical	Cable TV	New Media	Lifestyle/Fact-based	Free Television	Compact Devices
Documentary	Non-theatrical	Pay Television	Educational Television	Industrial	Other

Length of Production in Minutes: \_\_\_\_\_ If Series, total no. of episodes: \_\_\_\_\_ No. of episodes guaranteed to Performer: \_\_\_\_\_

Episode Titles and/or numbers: \_\_\_\_\_ ISAN No: \_\_\_\_\_

**NATURE OF ENGAGEMENT**

Ride: \_\_\_\_\_ Performance Category: \_\_\_\_\_ No. of Doubles: \_\_\_\_\_

Rehearsal Date(s): \_\_\_\_\_  
 Dates of Engagement (specify day, month, year): \_\_\_\_\_

Fees (see A805) Daily: \_\_\_\_\_ Weekly: \_\_\_\_\_ Hourly: \_\_\_\_\_ No. of Guaranteed Days: \_\_\_\_\_  
 Overtime: \_\_\_\_\_  
 ADR: \_\_\_\_\_ Series Option Advance: \_\_\_\_\_ % Based on (length of option): \_\_\_\_\_ CIPIP Adjustment: \_\_\_\_\_ %  
 New Media Adjustment: \_\_\_\_\_ %  
 New Media (payable table per E106, E203): \_\_\_\_\_  
 Lifestyle/Fact-based (payable table per E203): \_\_\_\_\_

Credit/Billing: \_\_\_\_\_ Transportation: \_\_\_\_\_

Other contractual obligations:

There is a rider attached: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Please note such rider forms a part of this contract.

**ADDITIONAL USE FEES**

In addition to the rights included under "Declared use" (per B301), the Producer hereby purchases by a further pre-payment of the Performer's Net Fees, the following additional Use rights.

**PRE-PAYMENT**

100% - Theatrical films plus use on New Media for four (4) consecutive years 125% - Theatrical films, all uses including New Media for four (4) consecutive years 100% - TV films plus use except Theatrical and New Media for four (4) consecutive years 100% - TV films plus use except Theatrical and New Media for four (4) consecutive years 100% - New Media use only for four (4) consecutive years Note: If CIPIP prepayment is elected, the appropriate use fees paid to Performers shall be 5% of GRR.	50% - Documentary or Industrial films, all uses except Theatrical and New Media for four (4) consecutive years 50% - Documentary or Industrial films, all uses except Theatrical and New Media for four (4) consecutive years 50% - Lifestyle/Fact-based Productions all uses except Theatrical and New Media for four (4) consecutive years 50% - Lifestyle/Fact-based Productions all uses except Theatrical and New Media for four (4) consecutive years 200% - Animation - All uses except New Media for four (4) consecutive years 200% - Animation - All uses including New Media for four (4) consecutive years
---	---

-----OR-----

**ADVANCE**

100% - Non-Refundable Advance of Net Fees against 3.0% of Distributor's Gross Revenue 15% - Non-Refundable Advance of Net Fees against 1.0% of Distributor's Gross Revenue CIPIP ADVANCE _____ %	50% - Non-Refundable Advance of Net Fees against 5.0% of Distributor's Gross Revenue 25% - Non-Refundable Advance of Net Fees against 0.0% of Distributor's Gross Revenue Non-Refundable Advance of Net Fees against _____ % of Distributor's Gross Revenue
--	---

-----OR-----

New Media DGR Option \_\_\_\_\_ %  
 (per Article E106)

The parties to this contract warrant that they have familiarized themselves with the provisions of the Independent Production Agreement and are bound by its terms.

Signature of Performer: \_\_\_\_\_ Date: \_\_\_\_\_ Signature of Producer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_

**APPENDIX 13****STATUTORY DECLARATION FOR CASTING DIRECTORS**

(see Article A806)

*The Producer shall, as a condition precedent to engaging a casting director or other person responsible for hiring any Performer (including any Background Performers), require the said casting director or person to execute a Statutory Declaration in the form as provided below, and deliver same to ACTRA, properly executed and sworn, prior to the commencement of principal photography.*

**Statutory Declaration**

I, \_\_\_\_\_, have been engaged as a casting director or in another position in which I am responsible for engaging Performers, which for the purposes of this Declaration shall include Background Performers, by \_\_\_\_\_ (“the Producer”) in respect of the production of \_\_\_\_\_ (“the Production”).

I solemnly declare that I (and all other persons in my employ, if any)

- (a) do not act as an agent for Performers;
- (b) do not and shall not act so as to require Performers to join a specific agency;
- (c) do not directly or indirectly own or operate a talent agency;
- (d) do not receive any money from any talent agency for using Performers represented by such agency;
- (e) will not give any personal information relating to any Performer to any talent agency, except for the agency that represents such Performer;
- (f) will not be eligible to work on an ACTRA Performer contract or Background Performer voucher;
- (g) will, when negotiating terms of engagement with Performers or their agents, negotiate in good faith. Without limiting the generality of the foregoing, I will not apply undue pressure on or coerce Performers into accepting only minimum terms and conditions. Furthermore, I will negotiate only the terms and conditions applicable to the particular engagement, without explicit or implicit reference with respect to any

I understand that ACTRA and the Producer are relying on this Declaration in order to permit me to be engaged as a Casting Director in respect of the above noted Production, and that this Declaration shall survive and not merge upon the completion of production.

And I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Affirmed on

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Casting Director

\_\_\_\_\_  
The Producer

## APPENDIX 14

### DECLARATION OF PARENT IN THE ENGAGEMENT OF MINORS

(see Article A2704[a])

Please read this form carefully, as well as the section of the IPA setting out the minimum terms and conditions for the engagement of Minors in independently produced film and TV projects (“the IPA”). This Agreement is available from the ACTRA office and will be provided to you upon request. In addition, if you have any questions they should be directed to the minor’s Business Representative at your local ACTRA office. They are there to assist you.

1. If your child is offered a Role in a film or television Production, you, as the Parent, are required to complete and sign this form and return it to the Producer prior to a contract being entered into engaging your child.
2. You have the ultimate responsibility for the health, education, and welfare of your child in making decisions concerning your child with respect to their engagement in a Role in a film or television project. The better informed you are, the better informed decisions you will make.
3. First, you must be familiar with the requirements of the Role that your child is being considered for—this usually means reading the script. It may help you to speak to the Producer or director to get a clear picture of what the Role entails.
4. Having familiarized yourself with the requirements of the Role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition you are aware of that might foreseeably interfere with or affect your child’s ability to do what may be required. If you think something might be important but you are not sure, please fill it in.
5. If your child is less than sixteen (16) years of age, you must accompany your child to or from the set or location and must be accessible while your child is on the set. If your child is sixteen (16) years of age or older, it is your right to be accessible at all times when your child is on set.
6. If you cannot attend, you shall appoint a chaperon for your child. It is

strongly recommended that this person have your confidence to act in your child's best interests. The appointment shall be in the form of Appendix 15 and must be completed in triplicate, one copy to be delivered to the Producer, one to ACTRA, and one for you to keep.

7. As you may not be available at all times, please fill out and return the Emergency Medical Authorization form attached, allowing the Producer to obtain emergency treatment when you cannot be contacted at once.
8. You are also responsible for ensuring that your child's education is taken care of when your child is working. If your child is required to work during regular school days and this interferes with your child's education, you should consult the school principal or your child's teacher and ask them what tutoring the child may need. The Producer will institute the tutoring plan proposed by the principal or teacher, but it is up to you to make sure this is taken care of.
9. Article A2716 of the IPA provides that after a Minor's total lifetime remuneration reaches \$5,000, twenty-five percent (25%) of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the Producer and remitted to the ACTRA Performers' Rights Society, which shall hold such monies in trust for the Minor. Your child's engagement is subject to this provision.
10. The Minor  
\_\_\_\_ is a resident of Canada within the meaning of the Income Tax Act of Canada  
\_\_\_\_ is not a resident of Canada within the meaning of the Income Tax Act of Canada  
If the residence of the Minor changes, I hereby undertake to promptly notify the ACTRA PRS of the change.

Your signature on this form indicates that you have received a copy of the IPA. Please sign and date this form and deliver it to the Producer as soon as possible.

Date\_\_\_\_\_day of\_\_\_\_\_,\_\_\_\_\_.

\_\_\_\_\_  
(Parent's signature)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(print or type Parent's name)

\_\_\_\_\_  
(print or type witness name)

\_\_\_\_\_  
(print or type Minor's name)

**APPENDIX 15****APPOINTMENT AND CONSENT OF CHAPERON****AND****EMERGENCY MEDICAL AUTHORIZATION FORM**

(see Articles A2704[a] and A2708[c])

**Appointment of Chaperon**

To \_\_\_\_\_ (name of Producer)

Re \_\_\_\_\_ (name of Production)

1. I, \_\_\_\_\_ (name of Parent/custodian), am the Parent or legal custodian of \_\_\_\_\_ (name of Minor), who is under the age of sixteen.
2. I hereby appoint \_\_\_\_\_ (name of chaperon) to be the chaperon of the above noted Minor, my child, for all times that I am unable to accompany my child to or from the set, and to remain in attendance while my child is present on the set.

I agree to advise you if I will accompany my child instead of the chaperon at any time during the Production. I warrant that the chaperon I have appointed has my full authority and confidence to supervise and care for the above noted Minor during this production.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Parent's signature)\_\_\_\_\_  
(Parent's telephone number)\_\_\_\_\_  
(witness signature)\_\_\_\_\_  
(print or type witness name)

### Consent of Chaperon

I, \_\_\_\_\_ (name of chaperon), have read and familiarized myself with the provisions of the current IPA relating to Minors (in particular, Article A2708) and the script with respect to the Role of \_\_\_\_\_ (name of Minor). I understand that my responsibility is to ensure that the best interests of the Minor in my care prevail at all times, and I consent to assume this responsibility. I warrant that I am at least twenty-one (21) years of age.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(chaperon's signature)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(chaperon's telephone number)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(print or type witness name)



**Emergency Medical Authorization Form**

I, \_\_\_\_\_, am the Parent of \_\_\_\_\_,  
a child Performer, who is a Minor engaged under the terms of the IPA, and I hereby  
authorize the Producer or its designate to arrange for provision of medical  
treatment for my child in the event of an emergency. This authorization will be  
used only when I or another Parent of the child is unavailable to provide the  
consent.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Parent's signature)

\_\_\_\_\_  
(Parent's telephone number)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(print or type witness name)

## APPENDIX 16

## AUDITION SIGN-IN SHEET


(see Article A2801)

[illegible]

## APPENDIX 17

## BACKGROUND PERFORMER VOUCHER

(see Articles C402 and C406)

 **BACKGROUND VOUCHER**

<b>ACTRA MEMBER #</b>		Date	Category
Performer Name		Call Time	Upgrade
Address		Crowd Call	Nudity
			Prop Shot
Phone #		Travel To	For Engager's Use
SIN #		Start	8 hr
E-mail		Finish	.25 MU
GST #		Non-Deductible First Meal	(OT 1.5)
HST #		Start	(OT 2)
PRODUCTION TITLE		Make-up / Wardrobe Call	
Episode Title & Number		Start	
Production Company		Finish	
Performer's Signature		Sat Call	MP1
Producer's Representative		Substantial Provided	MP2
AGREE <input type="checkbox"/> DISAGREE <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Comments		1st Meal	Travel
		Start	Mileage
		Finish	
		2nd Meal	Turnaround
		Start	Wardrobe Fitting**
		Finish	
		Wrap Time	Misc.
			Gross
		Travel From	Dues Ded. 2.25%
		Start	Less I & R
		Finish	Net Amount Due
		Mileage	
		Turnaround	
Specialty Wardrobe	Regular Wardrobe		
# of Changes	# of Changes	Date of Wardrobe Fitting**	
Specialty Item / Car	Misc.	Date	
		Start	**Pd when Wardrobe occurs on a previous day
		Finish	

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PRODUCER'S COPY

" 121 "

## APPENDIX 17A

### ACTRA ADDITIONAL BACKGROUND PERFORMER VOUCHER

**ADDITIONAL BACKGROUND PERFORMER VOUCHER  
PRODUCERS MAY USE WHEN THE REQUIREMENTS OF ARTICLE C501 HAVE BEEN SATISFIED**

PERFORMER NAME _ADDRESS  _____  _____  _____PHONE NO. _____  PRODUCTION TITLE _____  EPISODE TITLE & NUMBER _____  PRODUCTION COMPANY _____  PRODUCER'S REPRESENTATIVE _____  COMMENTS _____  PERFORMER'S SIGNATURE _____	<div style="border: 1px solid black; padding: 2px;">DATE</div> <div style="border: 1px solid black; padding: 2px;">CALL TIME</div> <div style="border: 1px solid black; padding: 2px;">WRAP TIME</div> <div style="border: 1px solid black; padding: 2px;">RATE (AS PER C503) \$ _____ PER HOUR</div> <div style="border: 1px solid black; padding: 2px;">TOTAL AMOUNT DUE</div> <div style="border: 1px solid black; padding: 2px;">ACTRA MEMBER #</div> <div style="border: 1px solid black; padding: 2px;">EITHER GST# OR SIN#</div>
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**PRODUCER'S COPY**

(ACC-A7 11/07/80)



## APPENDIX 18

### CANADIAN INDEPENDENT PRODUCTION INCENTIVE PROGRAM (CIPIP)

#### 1. Purpose

- (a) The purpose of the CIPIP is to encourage low-budget Canadian film and television projects engaging professional Performers represented by ACTRA.
- (b) To this end, Performers' minimum fees under the Independent Production Agreement ("the IPA") may be discounted in CIPIP-qualified projects in accordance with the Schedule of Discounts found below.
- (c) Productions fulfilling the conditions below are automatically eligible to benefit from the provisions of this Appendix.
- (d) This Appendix is not intended for and not available to foreign service production directly or indirectly through a Canadian line production company or another Canadian agent.

#### 2. Filing Procedure

- (a) Producers wishing to access the CIPIP must first be signatory to the IPA.
- (b) In all instances in which the CIPIP is silent, the terms and conditions of the IPA apply.
- (c) At least four (4) weeks in advance of principal photography, the Producer will provide to ACTRA filing documents including a copy of the shooting script, detailed and certified Production and cast budgets, outlines of distribution arrangements (both extant and under negotiation), and full disclosure of all sources of financing for the project, together with confirmation of the Producer's intent to access the CIPIP agreement.
- (d) A standard executed Security Agreement as per Appendix 7A or 7B of the IPA is required prior to principal photography.

#### 3. Qualified Projects Those projects that qualify for CIPIP shall be of the following nature and type:

- (a) **New Projects Only** No projects that are in production or that

have previously been in production under the IPA may access the terms contained herein.

- (b) **Canadian Content** Projects must be able to qualify as Canadian content under the requirements of the Canadian Audio-Visual Certification Office (CAVCO) and/or the CRTC. ACTRA will consider in good faith a request from an official treaty co- production as administered by Telefilm Canada to access CIPIP provided that the total production budget meets the CIPIP budgetary thresholds, and that the Canadian partner holds majority ownership of the Production, with the majority of principal photography taking place in Canada.
- (c) **Certified Budgets** Budgets of qualifying projects must be certified by a bonding company or a public agency such as Telefilm Canada. Where it is not possible to provide a certified budget, the Producer agrees to sign a statutory declaration that the budget submitted is the true and final budget.
- (d) **Open Market** Any project seeking qualification under CIPIP cannot have its world distribution rights pre-sold to finance production, i.e., there must be meaningful open markets for distribution of a CIPIP-qualified project. Producers at the time of production shall make full disclosure to the ACTRA PRS in respect of any and all proposed licensing agreements or the like (including territory, term, and the amount of license fees, etc.). Allocation of revenue issues, if any, shall be determined pursuant to the provisions of Article B509.
- (e) **Qualified Producer** To access the CIPIP, the Producer(s) of a project must be CMPA-qualified or AQPM-qualified.

#### 4. **Excluded Projects**

The CIPIP does not apply to the following types of projects:

- (a) industrial/corporate videos
- (b) animated Productions or Series
- (c) Dubbing
- (d) Pilot Productions for which the Producer is utilizing Article B206 of the IPA unless the projected Budget for the Series would qualify the Production for the benefits of this Appendix.

5. **Series** Producers seeking to avail themselves of this Appendix for television Series must resubmit for each production cycle or season of such Series. Producers wishing to engage Performers on Series option contracts must conform to the requirements of Article A805 of the IPA for Performers.

6. **Schedule of Discounts of Minimum Fees**

Period*	Budget	All-Canadian Cast Percentage Discount	Other Percentage Discount
Features, Movies of the Week (MOWs), and Each 2 Hours of Mini-Series			
	under \$1,901,811	35%	25%
	\$1,901,812 to \$2,535,748	25%	15%
Super-Low-Budget Features and MOWs (see Note 1)			
	under \$316,970	45%	35%

<b>Period*</b>	<b>Budget</b>	<b>All-Canadian Cast Percentage Discount</b>	<b>Other Percentage Discount</b>
<b>TV Series on Film/HD (per ½ hour) [see Note 2]</b>			
	under \$190,181	30%	20%
	\$190,182 to \$412,060	20%	10%
	\$412,061 to \$570,544	15%	5%



<b>Period*</b>	<b>Budget</b>	<b>All-Canadian Cast Percentage Discount</b>	<b>Other Percentage Discount</b>
<b>TV Series on Tape (per 1/2 hour) [see Note 2]</b>			
	\$38,038 to \$88,751	30%	20%
	\$88,752 to \$171,164	20%	10%
	\$171,165 to \$266,255	15%	5%
<b>TV Drama Specials and One-off Productions (per 1/2 hour and less than 2 hours)</b>			
	up to \$431,078	35%	25%
	\$431,079 to \$519,828	25%	15%
	\$519,829 to \$602,241	15%	5%

**Note 1: Limitation on Super-Low-Budget Features and MOWs**

- (a) This limitation will apply to Producers that have not previously produced a feature film or MOW.
- (b) A Producer may produce only one project under this category.
- (c) A minimum of ten percent (10%) of the total Production budget must be

- (d) The following statement must appear directly under the ACTRA logo in the credit roll in all prints of the Production: “This Production was made with the generous support of the ACTRA membership.”

## **Note 2: Series**

CIPIP discounts will not apply to dramatic Series beyond the production of the initial sixty-five (65) Episodes.

### *Nota Bene*

- (a) Minimum fees payable to Performers in Background Performer categories may not be discounted. However, the minimum daily requirement for Background Performers may be ten (10) qualified extras. For Productions that qualify as Super-Low-Budget, the requirement to engage ACTRA members as Background Performers is waived.
- (b) Discounts noted above are to be calculated solely on the minimum daily, hourly, overtime, and weekly fees under the IPA. No other rates or fees (including residual, prepayment, or Use payments, if exercised) in the IPA may be discounted.
- (c) The Schedule of Discounts under the “other” category (above) represents the discounts to minimum fees applicable in the event that a Producer wishes to engage a non-Canadian Performer in a CIPIP project. ACTRA will consider in good faith a request that a non- Canadian Performer be the highest paid when such Performer is essential to financing

## **7. Credits**

- (a) Lead Actors will receive up-front credits if the Producer receives such credits, or
- (b) each Lead Actor will receive single-card billing in tail credits, or
- (c) lead Actors will receive credit at the end of the Production that is no less prominent than for any other key personnel.
- (d) Lead Actors will receive equivalent credit in all print campaigns when any other key personnel receive credit.
- (e) The Producer shall include the ACTRA logo on the credit or cast roll.

- 8. Prior Notice and Right to Negotiate** Producers must give notice to Performers at the time of casting (through casting notices) that the

Producer is seeking qualification of the project as a CIPIP project. Such notices shall not contain any statement that attempts to restrict the right of any Performer to negotiate terms (including rates and fees) and conditions in excess of the minimum fees, rates, and conditions.

9. **Use Payments** At the time of production, the Producer shall choose one of the following options:

(a) **All Uses Prepayment Option** The Producer may acquire unrestricted Use rights, in all media throughout the world, including New Media, for a period of four (4) consecutive years from the date of first exploitation release in any Residual Market, for one hundred and thirty five percent (135%) of Net Fees for theatrical Productions, or one hundred and ten percent (110%) of Net Fees for television and other Productions.

(b) **Conventional Use Prepayment Option** The Producer may acquire unrestricted Use rights, in all media throughout the world, excluding New Media, for a period of four (4) consecutive years from the date of first exploitation release in any conventional Residual Market, for one hundred and thirty percent (130%) of Net Fees for theatrical Productions or one hundred and five percent (105%) of Net Fees for television and other Productions.

The Producer shall declare and specify the prepayment in the individual contract of the Performer. The prepayment must be paid to Performers at the time of production. If the Producer elects one of the above options, the Performer shall be paid Use fees pursuant to Article B504; however, the aggregate Use fees paid to Performers shall be five percent (5%) of DGR.

(c) **Advance Option** At the time of production, a Producer that has not elected a prepayment option above shall choose one of the following options that requires payment of a corresponding percentage of Performers' Net Fees as a non-refundable Advance against the Performers' participation in Distributor's Gross Revenue for all Uses set out in Article A445 (a–h).

Option Number	Non-refundable Advance (% of Net Fees)	Participation in Distributor's Gross Revenue
1	100.0%	5.0%
2	75.0%	6.0%
3	50.0%	7.0%
4	25.0%	8.0%
5	0.0%	9.0%
6	0.0%	11.0%

(super-low-budget features and MOWs)

10. **Joint Administration** The CMPA and the AQPM agree to administer the CIPIP in all facets jointly with ACTRA on a principle of equality between ACTRA and the Producer Associations. ACTRA and the Producer Associations will monitor the progress of any CIPIP project and will intervene should there be any default in a CIPIP-produced project. The CMPA and the AQPM undertake to work jointly with ACTRA to resolve any problems that may occur on a project and recover any monies that may be owing to Performers.
11. **Term** The application and effectiveness of the CIPIP shall be monitored by the quarterly committee, composed of representatives of ACTRA, the CMPA and the AQPM.

## APPENDIX 19

### DAILY SERIALS (SOAPS)

The Independent Production Agreement (“the IPA”) may be amended as follows with respect to the Production of daily Serials (soaps) produced in Canada engaging Performers represented by ACTRA.

1. **Options** The Producer may exercise the provisions of Article A2901 of the IPA and negotiate options with Performers who are Series regulars, consistent with the provisions of Article A2901, with the following variations:
    - (a) Complete exclusivity shall be limited to daily Serials (soaps).
    - (b) Hiatus periods shall be limited to one (1) eight (8) week production hiatus per year, plus two (2) weeks’ production shutdown at Christmas/New Year’s. Any extensions or additional breaks beyond those specified will require payment of the Contracted Fees to Series regulars.
    - (c) Performers may request time off to work on other Productions with four (4) weeks’ notice to the soap’s Producer. Permission shall not be unreasonably withheld.
    - (d) The minimum option compensation payable to the Series regular shall be an additional twenty-five percent (25%) above minimum (rather than fifty percent [50%], provided for in Article A2901) for a maximum three (3) year option period.
    - (e) Series regulars may be contracted on the following minimum basis:
      - a minimum guarantee of one (1) Episode per week, which may be amortized over twenty-six (26) weeks; and
      - for the first contract year: one (1) thirteen (13) week period followed by three (3) thirteen (13) week periods;
      - for the second contract year: two (2) twenty-six (26) week periods;
      - for the third contract year: one (1) fifty-two (52) week period.
- Notice of pick-up of options for subsequent periods will be provided to Performers four (4) weeks prior to the end of the previous period, in the

case of thirteen (13) week period pickups, or six (6) weeks' notice in the case of twenty-six (26) or fifty-two (52) week option period pickups.

Failure to provide such notice in accordance with the required time specified above shall mean that the option for the subsequent period has been picked up automatically.

2. **Vacations** Series regulars shall be entitled to two (2) consecutive weeks' paid vacation, to be taken during each confirmed fifty-two (52) week contract period, such entitlement effective following the exercise of the options confirming a fifty-week (52) week period. For each week of vacation, the Performer will receive vacation pay at the Performer's individual performance rate times the number of performances per week guaranteed.
3. **Turnaround** The minimum rest between days will be twelve (12) hours, rather than eleven (11) hours.
4. **Credits** Performer credits must be run no less than once per broadcast week.
5. **Overtime** The regular work shall consist of eight (8) hours, exclusive of required meal periods and fifteen (15) minutes of straight time per day for makeup. When two (2) half (½) hour shows are produced on a single workday, the straight time workday may be extended to eleven (11) hours, after which time overtime will be paid at double time per hour.
6. **Annual Fee Increases** Series regulars will receive a minimum twenty percent (20%) increase in fees per year, rather than fifteen percent (15%) as provided for in Article A2901.
7. **Scripts** Scripts shall be provided to Series regulars at least twenty-four (24) hours in advance of production of the applicable Episode. It is understood that minor script revisions may be provided to the Performers within twenty-four (24) hours. Failure to provide scripts twenty-four (24) hours in advance of production of an Episode will require payment to the Performer(s) affected, at the Performer's contracted hourly rate for a minimum of two (2) hours.
8. **Recaps** Producers may utilize up to a total of three (3) minutes of clips (per

Episode) from a prior Episode to recap a storyline, without additional compensation to the Performers appearing in the clips.

9. **Administration Fees** Producers will remit administration fees totalling one thousand dollars (\$1,000.00) per week of production, which sum may be divided between ACTRA and the CMPA/AQPM on a fifty-fifty (50/50) basis. The ACTRA PRS administration fee of one-half percent (0.5%) shall be paid to the ACTRA PRS in accordance with the IPA.
10. **Notification of Scheduled Days** Performers shall receive tentative notification of days to be worked not less than two (2) weeks in advance of a production week. Final confirmation of scheduled days of work will be provided to Performers not later than the Wednesday of the prior week.
11. **Advance Option** As an exception to Article B502, soap Producers may exercise the twenty- five percent (25%) Advance option provided for in Article B501(c).

Except as provided above, the provisions of the IPA (including the term of the Agreement) shall apply in all respects to the production of soaps.

## **APPENDIX 20**

### **DUBBING SECTION**

<b>ARTICLE 1 – RECOGNITION AND APPLICATION</b>
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- 101 The provisions of the present Dubbing Section (i.e., this Dubbing Section) stand alone. The provisions of the Independent Production Agreement (“the IPA”) shall apply where the Dubbing Section is silent. If there is a conflict between a matter specified in this Appendix and the IPA, this Appendix shall apply.
- 102 The Producer recognizes ACTRA as the exclusive bargaining agent of Performers as defined in this Dubbing Section with respect to all minimum terms and conditions provided for by this Dubbing Section. It is further recognized that ACTRA has exclusive jurisdiction over all Dubbed Productions produced in the English language in Quebec and all Productions dubbed into languages other than French in the rest of Canada.
- 103 This Dubbing Section sets forth the minimum rates and working conditions under which Performers may be engaged in Dubbed Productions produced by any method in the English language in Quebec and all Productions dubbed into languages other than French in the rest of Canada
- 104 The terms of this Dubbing Section are the result of negotiations between representatives of the Associations and ACTRA. Each Producer that agrees to adhere to this Dubbing Section shall sign a Voluntary Recognition Agreement signifying acceptance of the rates and conditions contained herein (see Appendix 3). It shall be executed in any number of counterpart originals, each counterpart signed by a Producer having the same effect as an original.
- 105 This Dubbing Section shall be administered jointly by ACTRA and the Associations in all its facets on a principle of equality between ACTRA and the Associations in all matters pertaining to the administration of the Dubbing Section’s provisions. Questions regarding interpretation of the meaning of clauses in this Dubbing Section may be directed to any of the Associations with experience in Dubbing or to ACTRA. None of the Parties shall give interpretations binding upon the other without the written



agreement of the other.

106 This Dubbing Section constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations, and discussions, whether oral or written, of the Parties with respect to Dubbed Productions produced pursuant hereto, and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification, waiver, or termination of this Dubbing Section shall be binding unless executed in writing by the Parties to be bound thereby

107 **Rights of Producer** Except to the extent specifically modified in this Dubbing Section, all rights and prerogatives of management, administration, and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include

- (a) the right to maintain efficiency, discipline, and order, and to discipline and discharge Performers in accordance with this Dubbing Section; and
- (b) the right to select and hire Performers; the right to establish the methods and means of production, including determining the qualification of Performers, the hours and dates Performers are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference
- (c) **Certified Budgets** Budgets of qualifying projects must be certified by a bonding company or a public agency such as Telefilm Canada. Where it is not possible to provide a certified budget, the Producer agrees to sign a statutory declaration that the budget submitted is the true and final budget.

108 **General Provisions**

- (a) The term "ACTRA" refers to the Alliance of Canadian Cinema, Television and Radio Artists and includes, where the context requires it, any branch or local union of ACTRA

- (b) The term “day” shall mean calendar day, unless otherwise stated, and “business day” shall mean a day of the week that excludes Saturdays, Sundays, and statutory holidays
- (c) Notices or documents required to be given or sent pursuant to this Dubbing Section shall be delivered personally by courier or sent by fax, addressed as follows:

**To ACTRA:**

Email: ned@actra.ca  
Fax: (416) 489-8076  
625 Church Street, 3rd Floor  
Toronto, ON  
M4Y 2G1  
Attention: National Executive Director

**To the Associations:**

Canadian Media Producers Association  
Email: toronto@cmpa.ca  
Fax: (416) 304-0499  
1 Toronto Street,  
Suite 702  
Toronto, ON  
M5C 2V6  
Attention: National Industrial Relations

Association Québécoise de la Production Médiatique  
Email: actra@aqpm.ca  
Fax: (514) 392-0232  
1470 Peel Street, Tower A, Suite 950  
Montréal, QC  
H3A 1T1  
Attention: Labour Relations Counsellor

**To the Producer and to the Performer:**

At the address or fax number noted on the Voluntary Recognition Agreement or the deal memo or contract, or other such address as the Producer or Performer advises the other parties hereto from time to time.

- (d) **Deemed Receipt** In this Section, notices or other

documents shall be deemed to be received by the party to whom it is addressed (“the addressee”), unless otherwise specifically provided for in this Section or in the individual Performer contract,

- (i) on the same day, if transmitted by fax prior to 15h00 local time of the addressee, or if delivered personally to the addressee;
- (ii) the next business day, if transmitted by fax after 15h00 local time of the addressee; and
- (iii) on the third (3rd) business day following the date on which the document is sent by registered mail, unless the addressee is able to prove that said document has not been received by him or her.

## ARTICLE 2 – PERFORMER DEFINITIONS

201 **Performer** means a person whose voice is recorded off-camera in any manner whatsoever

## ARTICLE 3 – DEFINITION OF TERMS

301 **Above Minimum Fee** means the fee or fees that a Performer has contracted at rates in excess of the minimum fees and terms provided for in this Dubbing Section.

302 **ADR** See Post-synchronization

303 **Audition** means the vocal auditioning of a Performer or a group of Performers for the purpose of determining his, her, or their value or suitability for a specified performance.

304 **Availability Inquiry** means an approach to a Performer regarding their interest in and/or availability for an engagement.

305 **Booking** means notification to a Performer and acceptance by him or her of an engagement on a definite date or dates

306 **Dubbing** means the voice synchronization by a Performer off-camera to match a performance of a Performer in an existing Program, which Program was originally produced in a language other than English. For the purposes of clarification, an animated Program will be considered

an existing Program only if the Program has been substantially completed, it will have a full bona fide cast in its original language, and is intended to be broadcast in that original language.

Notwithstanding the above, ACTRA may, after constructive discussion with the Producer, recognize an animation Program as an existing Program even if it does not fulfill all of the referenced requirements.

In the event of any dispute or confusion as to whether or not the Production qualifies under this Section, the representatives of ACTRA and the Association(s) representing the Producer agree to meet within forty-eight (48) hours to screen the material and make a determination as to whether or not the material qualifies to be produced under the Dubbing Section. The Associations must agree unanimously or the issue will be referred to Article 8 for further disposition.

307     **Dubbed Production** means a production that qualifies under this Section.

308     **Episode** means one Program, complete in itself but forming part of a Series.

309     **Gross Fee** means total compensation paid to a Performer during a Dubbed Production, exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs, as agreed.

310     **Line of Dialogue** means a line of script of fifty (50) keystrokes or spaces and includes all dialogue that the Performer is directed to deliver. In addition to the above,

- (a) each line of three (3) words and more up to and including fifty (50) keystrokes or spaces is considered to be a line;
- (b) in the case of a line of three (3) words or less, each word will be considered to be a residual of a third of a line;
- (c) in the final line count, the remaining residuals of a line will be rounded to the nearest line.

311     **Lip Synchronization** means, for the purposes of this Section, the voice synchronization by a performer off-camera to match the on- camera performance of another Performer in the original version.

- 312 **Multilingual Dubbed Production** means a program produced predominately in a language or languages other than English, but which may contain original performances delivered in the English language.
- 313 **Post-synchronization** means, for the purposes of this Section, the voice synchronization by a Performer of his or her voice to his or her own on-camera performance in the original version
- 314 **Producer** means the individual, company, corporation, or organization that controls, administers, directs, and is responsible for the dubbing of any Program, whether or not she, he, or it is or will be the copyright holder of the finished Program.
- 315 **Program** means a film, each Episode of a Series, or a single unit.
- 316 **Reporting Time** means the booked hour of commencement of work for a Performer.
- 317 **Role** means the part to be re-voiced by a Performer as an individual characterization.
- 318 **Series** means a number of Episodes produced as a group to be presented in a regular pattern

#### ARTICLE 4 – OBLIGATIONS OF PRODUCERS

- 401 **Preference of Engagement** The producer agrees to give preference of engagement to members of ACTRA. It is understood that in the case of Performers under the age of sixteen (16) years, permits will be issued upon application by the engager showing that all efforts have been made to engage a suitable ACTRA member for the Role.
- 402 **Policy of Equal Opportunities** The Producer will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation or national origin. The Performer agrees that she or he will not discriminate against any Producer or fellow Performer or refuse to work for any Producer or with any Performer because of age, race, sex, creed, colour, sexual orientation or national origin.

- 403      **Personal Harassment Policy** The provisions of Article 503 of Section A, concerning the personal harassment policy, shall apply to this Dubbing Section.
- 404      The Producer shall not require a Performer to work in any dubbing Production with anyone who is neither a member nor an Apprentice member of ACTRA, nor the holder of a work permit issued by ACTRA
- 405      The Producer assumes the risk of artistic competence of a Performer.
- 406      This Dubbing Section represents minimum rates and working conditions. No Performer shall be compensated at rates or fees less than those provided for herein or subject to working conditions that are less favourable than the provisions of this Dubbing Section.
- 407      The Producer shall not restrict the right of the Performer to negotiate terms (including rates or fees) and conditions in excess of the minimum provisions of this Dubbing Section.
- 408      Performers engaged at terms or conditions in excess of the minimum provisions of this Dubbing Section shall be entitled to exercise all the benefits and protection of the provisions of this Dubbing Section
- 409      **Assignment of Fees** All payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party. Payment will also be made to another party in the event of a court order.
- 410      **Access to Recording Studio** The Producer shall allow an ACTRA representative access to the recording studio, upon reasonable notice, to verify compliance with the terms of this Dubbing Section. Any such access shall not interfere with the recording schedule.
- 411      **Dubbed Production Records** The Producer shall maintain adequate records with respect to Performers. Such records shall include the following:
- (a)      names of Performers engaged and categories of

performance

- (b) date or dates of services rendered by Performers
- (c) amount paid for such services
- (d) hours booked
- (e) hours worked
- (f) name and number of the Program or Episode
- (g) a copy of the script
- (h) line count
- (i) calculation sheets

- 412 Where requested by ACTRA, the Producer shall furnish ACTRA with a copy of such information relating to any Performer concerning any or all of the aforementioned matters.
- 413 No later than forty-eight (48) hours prior to the commencement of recording, the Producer shall forward to the nearest local ACTRA office a cast list of principals for each Production and a tentative recording schedule.
- 414 During the recording session, a final version of the working script, properly paginated and with loops marked, shall be made available to the Performers, and a copy of the Performer Dubbing Time Sheet shall be duly prepared for signing by Performers. Such Time Sheets shall include the line count per Performer, the hour of call for each Performer, and a record of the length of time worked by each Performer.
- 415 With payment, the Producer shall forward to the local ACTRA office a copy of the Performer Dubbing Time Sheet duly completed and initialled by the Performer and a designated representative of the Producer (see Appendix A of this Section). Furthermore, upon request by a representative of ACTRA, the Producer shall forward to the nearest ACTRA office a copy of the script and/or, when applicable, make the “rythmo band” available to a representative of ACTRA.

**Security for Payment**

- (a) ACTRA is entitled to require a Producer to post, no sooner than ten (10) days prior to the commencement of work by the Performers, a security for payment sufficient to cover the payroll per Program (to be based upon the production schedule provided by the Producer) and the insurance and retirement payments. The security for payment may take the form of a cash deposit to be held in trust by ACTRA in an interest-bearing account, and all accrued interest shall be the property of the Producer or, at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of ACTRA, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that
- (i) ACTRA shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to ACTRA as a result of default by the Producer of its payment obligations as specified in the Dubbing Section
  - (ii) the said letter of credit shall have a term commencing not sooner than ten (10) days prior to the commencement of work by the Performers and terminating at a mutually agreed date after the completion of recording
  - (iii) in the event of a dispute involving outstanding payments due under the Dubbing Section, the Producer agrees to reissue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute;
  - (iv) when a bona fide dispute arises, all remedies and recourses provided by this Dubbing Section shall be exhausted, or an Arbitrator shall rule in favour of the Performer prior to any disbursement from the letter of credit.
- (b) The provisions of (iii) and (iv) above shall apply equally to a cash



bond.

- (c) Notwithstanding Article 416(a), an Established Producer as defined herein shall not be required to post as security a cash deposit, letter of credit, or bond, but shall instead be entitled to provide to ACTRA with a corporate Production Guarantee, in the form set out in Appendix 6.

An Established Producer shall mean a Producer

- (i) whom the CMPA or the AQPM confirms by written notice to be a Member in Good Standing;
  - (ii) whom the AQPM recognizes as a Member in Good Standing of the Association Nationale des Doubleurs Professionnels (ANDP);
  - (iii) who has maintained a permanent active dubbing Production entity with established offices and staff for the previous four (4) years, and has engaged ACTRA members for a minimum of eight (8) hours of completed programming; and
  - (iv) who has had a good track record for payment of ACTRA members, excluding minor infractions.
- (d) The Producer shall give ACTRA notice no later than thirty (30) days prior to the start of recording of its intention to provide a corporate guarantee, and shall contact ACTRA within five (5) days of giving such notice to discuss the form of such guarantee.
  - (e) Should the option for a corporate guarantee be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure:
    - (i) ACTRA shall meet with the Producer within five (5) business days of denial of a request;
    - (ii) an appeal committee shall be formed that will consist of the National Executive Director, ACTRA, and a representative of the CMPA and the AQPM;
    - (iii) should there be no consensus at this meeting, the Producer shall post the cash bond required by ACTRA as a gesture of

good faith, pending the outcome of presenting his case in front of the Joint Standing Committee, as set out in Article 8 of the Dubbing Section; and

- (iv) should the Joint Standing Committee rule in the Producer's favour, ACTRA will immediately return the cash bond, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.

417 The Producer shall indemnify the Performer against all legal costs and any judgement arising out of a performance based upon a script supplied to him or her by the Producer and performed by the Performer as directed by the Producer, provided that the Performer co-operates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

#### ARTICLE 5 – OBLIGATIONS OF ACTRA AND PERFORMERS

501 Except by prior agreement with the Associations, ACTRA shall not enter into any agreement with any Producer in independent dubbing Production at rates or terms more favourable to such Producer than those set forth in this Dubbing Section, and shall not permit Performers to be engaged at rates less than those provided for herein or at terms more favourable to such Producer than those set forth herein.

502 ACTRA undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Dubbing Section. In the event that unprofessional conduct of one or more ACTRA members engaged under the provisions of this Dubbing Section jeopardizes the day's production, the member or members, subject to the Grievance procedure, may be found to be in breach of this Dubbing Section and may be directed by a Joint Standing Committee or by a duly appointed Arbitrator to provide compensation.

503 A Performer shall at all times report to the recording studio ready to work at the time of their reporting time. Performers will at all times

comply with the reasonable requests and instructions of the Producer or its representative. The Performer will be reasonably familiar with the terms of this Dubbing Section.

504 A Performer shall identify to ACTRA any perceived breach of this Dubbing Section whenever such breach is considered to occur, in order that ACTRA may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity, in the spirit of this Dubbing Section.

505 The Performer must advise the Producer at the earliest opportunity of any injury and/or any inability to fulfill contracted obligations.

#### ARTICLE 6 – QUALIFICATION OF PERFORMERS

601 In accordance with Paragraph 401, preference of engagement shall be given to ACTRA members. However, after making reasonable efforts to comply and having established that a person who is not a member of ACTRA is required in a Dubbed Production, then application shall be made for a work permit at the nearest ACTRA office at least forty-eight (48) hours prior to the commencement of work, and the following procedure will apply for the issuing of work permits:

- (a) Performers who are Canadian citizens or permanent residents shall pay \$90.00 per week of work on a Dubbed Production for which the Performer is engaged.
- (b) Other Performers who are neither Canadian citizens nor permanent residents and not members of ACTRA shall pay \$225.00 per week of work on a Dubbed Production for which the Performer is engaged.

**Note:** For the purpose of clarification, a “week” as used in these subparagraphs 601(a) and (b) is understood to be seven (7) consecutive days, commencing from the Performer’s first contracted day.

602 The engagement of members of the Union des Artistes will be governed by the reciprocal agreement between ACTRA and the Union des Artistes.

**ARTICLE 7 – NO STRIKE AND UNFAIR DECLARATION**

701 During the life of this Dubbing Section, ACTRA undertakes not to call or direct a work stoppage against any Producer, except where the Producer has been declared unfair.

702 **Producer's Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision** Where a Producer does not abide by, or declares his intent not to abide by, the Grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article 8 by a Joint Standing Committee or an Arbitrator, ACTRA may declare such Producer an unfair Producer upon ten (10) days' notice to the Producer concerned and to the Producer's Association, and instruct the members of ACTRA or members of another ACTRA guild not to work for such Producer.

703 **Producer's Failure to Meet Payroll Obligations**

- (a) In the event that a Producer fails to meet its payroll obligations, in respect of which obligations there is no bona fide controversy, ACTRA has the right to declare the said Producer unfair, provided that the Producer receives written notice from ACTRA setting forth the facts upon which the declaration is based and the Producer is given ten (10) days from the date of receipt to cure such failure, which cure period must be specified in the notice. For greater certainty, ACTRA shall not be entitled to make such a declaration under this Paragraph in the case of a dispute between one or more Performers or ACTRA, on the one hand, and the Producer, on the other hand, as to the amount of fees due, so long as the Producer continues to meet all of its payroll obligations, in respect of which there is no bona fide controversy, to the Performers engaged on the Production.
- (b) A Producer who receives a notice under subparagraph (a), and who does not cure the default on or prior to the expiry of the ten (10) days' notice period, may be declared unfair.
- (c) The "unfair Producer" declaration shall be revoked by ACTRA once the Producer is in full compliance with all of its payroll obligations in

respect of which there is no bona fide controversy.

- (d) A Producer that has been declared unfair, which declaration has been revoked under the terms of subparagraph (c), shall be required to post a security for payment sufficient to cover four (4) Productions produced by the said Producer under the terms of this Agreement, until the earlier of
  - (i) two (2) years from the date on which the Producer has cured its default, as a result of which a revocation is issued by ACTRA under subparagraph (c); or
  - (ii) such time as ACTRA may determine in its sole discretion to reduce such security from four (4) to two (2) weeks of Performer payroll.

704 Performers shall not be required to work for a Producer declared unfair by ACTRA.

## ARTICLE 8 – GRIEVANCE PROCEDURES AND RESOLUTION

### 801 **Grievance Procedure**

- (a) Any Party exercising its rights under the provisions of this Dubbing Section does so without prejudice to its relations with the other Parties.
- (b) A Grievance is defined as a difference between Parties arising out of or in connection with the administration, interpretation, application, operation, or alleged violation of any provision of this Dubbing Section or any deal memorandum or contract between a Performer and a Producer, including a question as to whether a matter is arbitrable. All Grievances shall be resolved in accordance with the procedures set out in this Article.
- (c) The Parties acknowledge and agree that the timely and prompt settlement of all disputes between the Parties should be encouraged and that therefore any dispute may be settled at the time of its occurrence by the ACTRA Business Representative and the authorized representative of the Producer, without recourse to the formal Grievance procedure.

- (d) The Performer must advise ACTRA within thirty (30) days of the date on which the Performer becomes aware or ought to have become aware of the act or the omission giving rise to the Grievance. A Party may initiate a Grievance only within sixty (60) days of the date on which that Party becomes aware or ought to have become aware of the act or omission giving rise to the Grievance.
- (e) A Grievance shall be considered initiated when the initiating Party (“the Grievor”) sets forth in writing the facts giving rise to the dispute, the relevant articles of this Dubbing Section or the individual contract, and the remedy sought, and delivers the Grievance to the other Party to the Grievance (“the Respondent”) and to the organization to which the Respondent belongs
- (f) In all cases concerning a Performer, ACTRA, as the exclusive bargaining agent for Performers covered by this Dubbing Section, will be considered the Grievor or the Respondent, as the case may be. The Association to which the Producer belongs shall be advised by the Grievor. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.
- (g) ACTRA or the Associations, as the case may be, shall notify forthwith the other Parties to this Dubbing Section of the Grievance and provide each with a copy of the Grievance. A representative of ACTRA, a representative of the Associations designated by the Associations, the Producer or its duly authorized representative, and the Performer or their representative shall meet within five (5) business days to attempt to settle the Grievance informally.
- (h) Those present at the Grievance meeting shall adduce all available and relevant facts, documents, and evidence in order that the Parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion on a without-prejudice basis of those issues in order to achieve a fair and workable settlement

- (i) The persons present at the Grievance meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance meeting, each of whom shall receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to ACTRA. Such settlement shall be binding on all Parties, including, without limitation, the Performers.
- (j) In the event that attempts to settle the Grievance matter have not resulted in a satisfactory settlement of the Grievance, any Party to the Grievance may, within five (5) business days following the Grievance meeting, give written notice to the other Parties attending the Grievance meeting and to the Associations, referring the Grievance to the Joint Standing Committee or, in the discretion of the referring party, directly to arbitration. If the referring party refers the matter to the Joint Standing Committee and the responding party wishes to have the matter referred to arbitration instead of the Joint Standing Committee, said Party shall have the right, within five (5) business days from receipt of the notice, to refer the grievance to arbitration.

## 802 **Joint Standing Committee**

- (a) The Joint Standing Committee shall convene, at the time and place to be agreed by ACTRA and the Associations, within fifteen (15) business days of receipt of the said notice.
- (b) The Joint Standing Committee shall consist of a panel of not fewer than four (4) and not more than six (6) representatives of the Associations and ACTRA. ACTRA and the Associations shall have equal representation on the Committee.
- (c) The Associations' representatives shall be directors, officers, or permanent employees of Producers who are involved in dubbing and who are currently, or have been within the proceeding twelve (12) months, a signatory to this or to the former Dubbing Section. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing

Committee. The Associations shall advise ACTRA as to the number of representatives to be appointed to represent the Associations. At no time shall ACTRA staff and/or employees of the Associations be appointed to a Joint Standing Committee.

- (d) At least three (3) business days prior to the Joint Standing Committee hearing, the Parties to the Grievance shall present all documents, including all correspondence to which they intend to refer during the course of the meeting; moreover, they shall inform ACTRA and the Associations of any witnesses they intend to call
- (e) The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:
  - (i) both Parties shall have full opportunity to be heard;
  - (ii) no Party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and
  - (iii) the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances
- (f) When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the Parties in order to consider and render its decision.
- (g) The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Dubbing Section.
- (h) All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Committee. A copy of the decision shall be sent to the Parties to the Grievance, including, without limitation, the Performers.
- (i) If the Joint Standing Committee fails to reach a majority decision, either Party to the Grievance may, within five (5) business days of the date the decision of the Committee is delivered to it, refer the



matter to arbitration by giving notice to the other Party to the Grievance, to ACTRA, and to the Associations.

**803 Arbitration**

- (a) A grievance that has been referred to arbitration by arbitration notice shall be heard by a sole Arbitrator, who shall be selected from a list of five (5) Arbitrators listed on one of the following three (3) panels. A list of the Arbitrators on each panel shall be available from ACTRA and the Associations' offices.
  - (i) where the majority of the Production takes place in Ontario or east of Quebec;
  - (ii) where the majority of the Production takes place in Quebec; or
  - (iii) where the majority of the Production takes place west of Ontario.
- (b) During the term of this Dubbing Section, the Parties may mutually agree to substitute any Arbitrator on this list for another Arbitrator agreeable to the Parties. The Arbitrators shall be listed in alphabetical order.
- (c) The Party referring the Grievance to arbitration shall remove two (2) names from the list of Arbitrators provided in subparagraph (a) and the Party responding shall remove an additional two (2) names from the list, and the name of the Arbitrator remaining shall be the Arbitrator selected to hear the Grievance.
- (d) If the Arbitrator so selected is unable to convene a hearing within twenty-one (21) business days of being contacted, then, at the request of either Party, the remaining Arbitrators will be contacted in alphabetical order until one of them is found who can convene a hearing within twenty-one (21) business days of being contacted. If none of the Arbitrators contacted is able to convene a hearing with twenty-one (21) business days of being contacted, then the Arbitrator who can convene a hearing within the shortest period shall be the Arbitrator selected.

- (e) By mutual agreement, ACTRA and the Associations concerned may each appoint one (1) additional Arbitrator who has knowledge and/or experience with respect to the film industry, and the two (2) Arbitrators so appointed, together with the Arbitrator selected from the list in subparagraph
- (f) Nothing herein shall prevent the Parties to the Grievance from mutually agreeing upon the appointment of an individual who is not listed in subparagraph (a) to act as the Arbitrator.
- (g) The Association representing the Producer, if any, shall be an interested Party and shall be entitled to participate in the hearing of the matter.

#### 804 **Arbitration Process**

- (a) The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, adjustments, or damages consistent herewith.
- (b) The Arbitrator has the exclusive jurisdiction to exercise the powers conferred upon him or her by the provisions of this Dubbing Section and to determine all questions of fact and law that arise in any matter before him or her. The finding of an Arbitrator as to the facts and as to the meaning or violation of the provisions of this Dubbing Section shall be conclusive, final, and binding on all of the Parties, including, without limitation, the Performers. The Arbitrator shall not have the power or authority to amend, modify, add to, or delete any provision of this Dubbing Section or any part thereof.
- (c) In order to encourage settlement of the dispute and with the agreement of the Parties, the Arbitrator may use mediation, conciliation, or other procedures at any time during the arbitral proceedings.
- (d) The cost, fees, and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent unless otherwise ordered by the Arbitrator pursuant to this provision. The Arbitrator

may, in appropriate circumstances, order one Party to reimburse the other Party for

- (i) their respective costs, provided that the maximum recoverable counsel fee shall be one thousand dollars (\$1,000.00) per full day of hearing;
  - (ii) their share of the Arbitrator's fees, either in whole or in part.
- (e) The decision of the Arbitrator shall be issued in writing to the Parties to the dispute and to the Associations, and shall be conclusive, final, and binding on the Parties, including, without limitation, the Performers.
- (f) Upon the mutual agreement of the Parties, the Arbitrator shall be entitled to deliver an oral or "bottom-line" decision forthwith or as soon as practicable after the completion of the hearing, and postpone the issuance of the arbitration award.
- (g) Any time limits prescribed in this Article A10 may be extended by mutual agreement of the Parties to the Grievance and the Associations. An Arbitrator may extend the time for the taking of any step in the Grievance and arbitration procedures, despite the expiration of the time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the responding Party will not be substantially prejudiced by the extension.

## ARTICLE 9 – CONDITIONS OF WORK FOR PERFORMERS

901 (a) Upon Booking, Performers shall be given specific notice of the Roles to be performed, the nature of those Roles, the total line count, and the duration of the engagement. The Booking shall be verbally confirmed.

(b) When the length of call is not specified at the time of booking, it shall be assumed to be a two (2) hour call and paid as such

902 **Workday** The workday shall consist of eight (8) consecutive hours in any day, exclusive of meal periods. The workday shall commence at the Performer's Booking time or when the Performer commences recording,

whichever is earlier, and the workday does not end until the time indicated in the Booking or when the Performer finishes recording, whichever is the later.

903 **Calendar Day** A workday starting on one calendar day and continuing into the next shall be deemed to be one (1) workday, namely that on which work started, provided that work past midnight was originally scheduled.

904 **Night Recording** shall refer to work performed between the hours of 2200h on one day and 0800h on the following.

905 **Reporting Time**

- (a) Should the Producer call a Performer for more than one separate reporting time during any one day, each new reporting time will constitute a new first hour of work.
- (b) Notwithstanding the foregoing, if the Producer allows more than one separate reporting time during any one (1) day at the request of the Performer, then the rate of pay for that Performer will be calculated on the actual number of hours worked by the Performer as an uninterrupted day.

## ARTICLE 10 – OVERTIME

1001 Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate, and in excess of twelve (12) hours at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of a half ( $\frac{1}{2}$ ) hour or less may be paid in half ( $\frac{1}{2}$ ) hour units at the prorated rate.

1002 Any time worked by a Performer during Night Recording shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate.

1003 When a Performer is required to work on a Dubbed Production for six (6) consecutive days, the performer shall be paid for the sixth (6th) day at

one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.

- 1004 When the exigencies of the Dubbed Production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly, or overtime rate.
- 1005 When a Performer is required to work on a Dubbed Production between 1800h on a Saturday and 800h on the following Monday, the performer shall be paid at one hundred and fifty (150%) of the Performer's contracted daily, hourly or overtime rate.
- 1006 The maximum compounding effect of the application of overtime and penalty payments provided in this Dubbing Section shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

#### ARTICLE 11 – REST PERIODS

- 1101 **Rest Between Days** There shall be a rest period of not less than ten(10) hours between the end of one workday and the beginning of work on the next day. If a Performer is required by the Producer to report for work within such a ten (10) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.
- 1102 **Rest Periods** There shall be a five (5) minute rest period provided for each two (2) hours of work. During recording, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

#### ARTICLE 12 – MEAL PERIODS

- 1201 No work session shall be more than five (5) hours without a meal break. Such meal break shall not be paid.
- 1202 No such meal break shall be less than one (1) hour or more than two (2) hours at a time.

- 1203 Should the Producer call a meal break of longer than one hundred and twenty (120) minutes, the resumption of work after the meal break will constitute a new reporting time.
- 1204 There shall be a meal period of one-half (½) hour after each four (4) hours of overtime worked.
- 1205 Where the exigencies of a Dubbing Production make it necessary and the Performers agree to work during the meal period, each Performer shall be compensated at two hundred percent (200%) of the Performer's contracted hourly rate (calculated in half-hour units) in addition to the applicable payment for the period being worked, until the meal period is provided. The meal period shall be provided at the earliest time possible thereafter. Completion of a loop shall not be considered a breach of this Article.

#### ARTICLE 13 – CANCELLATIONS AND POSTPONEMENTS

- 1301 **Force Majeure** If a Dubbing Production is frustrated or interrupted by reason of any cause beyond the reasonable control of the Producer, such as, but not limited to, war, fire, hurricane, or flood; governmental regulation or order in a national emergency; or power failure, the Producer may either cancel the Dubbing Production (in which event the Producer shall pay to the Performer monies accrued to the date of such cancellation) or make such other arrangement with the Performer by way of postponement and the like, as may be practicable to fulfill the engagement.
- 1302 **Cancellation of a Dubbing Production** If a Dubbing Production is cancelled for any reason other than that provided for in Paragraph 1301, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers seventy-two (72) hours in advance of a Booking. Should the Producer be unable to give seventy-two (72) hours' notice, the Producer shall be liable for all time contracted in the seventy-two (72) hour notice period.
- 1303 **Illness** Should illness or other physical or similar cause prevent the

Performer from carrying on the Performer's individual contract, the

Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may

- (a) terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence; or
- (b) suspend the engagement for the period of absence and, subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first Booking by the period of absence.

#### ARTICLE 14 – WORKING ENVIRONMENT

1401 Performers may refuse to commence work where the Producer fails to provide the following facilities:

- (a) a supply of pure drinking water;
- (b) a suitable seat for each Performer during rest periods;
- (c) a smoke-free working environment at locations where Performers are dubbing, save and except where such prohibition would conflict with the provisions of a collective agreement with another union; and
- (d) clean and accessible toilets and washrooms.

#### ARTICLE 15 – DOUBLING

1501 **Live-Action Programs or Films** Except in the case of an animated film or Program, during one session, a Performer who is required to dub more than two (2) Roles in the same film (or in the same Episode of a Series) or four (4) Roles in different Episodes of a Series, shall receive additional payment of not less than \$71.50/ \$73.75/ \$76.00 for the first such double and \$43.25/ \$44.50/ \$45.75 for the second and each subsequent double.

A Performer who is required to dub roles in more than one film or Series in the same session shall be paid for each film or Series as a

separate Call.

- 1502     **Animated Programs or Films** During one session, a Performer who is required to dub more than three (3) Roles of indefinite length and two (2) Roles of not more than three (3) lines in the same animated film (or in the same Episode of an animated Series) shall receive additional payment for doubling. Such additional payment shall be in accordance with the fees in Paragraph 1501 above.

A Performer who is required to dub Roles in more than one animated film or animated Series in the same session shall be paid for each animated film or animated Series as a separate call.

For purposes of the Dubbing Section, the following will also be treated as animated programs: puppet, animal, animated object, and claymation programs.

- 1503     **Participation in Off-Camera Crowd Noises** Participation in off- camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

## ARTICLE 16 – SONGS

- 1601     The present Article establishes the conditions for the dubbing of songs.
- 1602     Incidental humming is not considered to be singing.
- 1603     (a) When a song is part of a Dubbed Production, whenever possible the Producer will supply to the Performer, prior to the recording, a cassette or a music sheet of the song. For their “at home” Rehearsal time the Performer will be paid one (1) hour at the appropriate first-hour fee.
- (b) The Performer dubbing such a song will be paid as follows:
- (i) the number of lines in the song, added to the lines of script the Performer is called upon to voice, multiplied by the appropriate per line fee; or
- (ii) the hourly rate of the duration of the work session or sessions,



- 1604 (a) When a song is included in the opening or closing sequence of a Series, the Performer dubbing such a song will be paid as follows:
- (i) a minimum four (4) hours Booking at the appropriate rate; or
  - (ii) the number of lines, multiplied by the number of Episodes, multiplied by the appropriate per line fee, according to whichever method of payment is greater for the Performer
- (b) The above fees entitle the Producer to use the song in twenty- six (26) Episodes of a Series.
- (c) For the use of each subsequent group of thirteen (13) Episodes or less, the Producer will pay to the Performer forty percent (40%) of the fee mentioned in Paragraph 1604(a) above.

#### ARTICLE 17 – DIALOGUE IN OPENING AND CLOSING SEQUENCES

- 1701 When a Performer participates in standard openings and/or closings for a Series, this will be paid at the line count multiplied by the number of Episodes it is used on.

#### ARTICLE 18 – TALENT AUDITIONS

- 1801 **Voice tests** are those tryout periods wherein a Performer or group of Performers are tested for ability, talent, and/or suitability for inclusion in a Dubbed Production. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition shall be compensated for all excess time over the hour at the rate of \$49.75/ \$51.25/ \$52.75 per hour or part thereof.
- 1802 **Audition Recall** Where a Performer is required to attend a third (3rd) or subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$64.50/\$66.50/ \$68.50 for each hour or part thereof.
- 1803 The audition should take place with projection of the picture with the

original soundtrack and the rythmo band (where available).

- 1804     **Open Audition Call** Where open Performer Auditions, tests, or interviews are to be held for any category, notice of such Audition with necessary details shall be given to ACTRA not less than four (4) days prior to such Audition, when feasible.
- 1805     **Preference of Audition** The Producer agrees to give ACTRA members preference in the auditioning of Performers. In the case of open calls, ACTRA members shall be auditioned in advance of and separate from non-ACTRA members. However, ACTRA members may be auditioned during non-member Auditions if they are unavailable during member Audition time.

#### ARTICLE 19 – TRAILERS, PROMOS AND EXCERPTS

- 1901     An excerpt of not more than two (2) minutes in length may be used as a trailer or promo, including use in an awards Program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips may also be used with a Series from which the footage was taken for recaps, previews, or teasers, without additional payment.
- 1902     The Producer may take excerpts of more than two (2) minutes from a Dubbed Production in which a Performer has participated for Use in another Dubbed Production, upon payment to the Performer in the excerpt of a fee calculated upon the line count in the excerpt. The fee shall either be added to the Performer's fee for the second Dubbed Production or shall constitute a separate payment. All other terms and conditions of this Dubbing Section shall apply to the new Program as if the Performer had actually participated.
- 1903     If the Producer desires the services of a Performer in making promos or trailers, the Performer shall be paid the appropriate per line or per hour dubbing fee, whichever is higher.

**ARTICLE 20 – CREDITS**

- 2001 When the Producer receives an on-screen credit, the Principal Actors will be given credit whenever possible. If the Producer receives an on- screen credit and the Principal Actors do not, the Producer will explain the reasons to ACTRA.

**ARTICLE 21 – FEES**

- 2101 The fees paid to Performers shall be based on the following:
- (a) the length of the Booking or Bookings,
  - (b) the length of time actually spent in recording, or
  - (c) the line count, whichever is greatest.
- 2102 The dubbing of live-action and animation Programs shall be paid in accordance with the following fee schedules:

**Live Action**

<b>Hours</b>	<b>Period 1</b>	<b>Period 2</b>	<b>Period 3</b>
1	\$183.75	\$189.25	\$195.00
2	\$262.75	\$270.75	\$278.75
3	\$348.75	\$359.25	\$370.00
3.5	\$390.25	\$402.00	\$414.00
4	\$432.75	\$445.75	\$459.00
4.5	\$475.00	\$489.25	\$504.00
5	\$517.50	\$533.00	\$549.00
6	\$602.00	\$620.00	\$638.50
6.5	\$644.00	\$663.25	\$683.25
7	\$687.50	\$708.25	\$729.50
7.5	\$728.25	\$750.00	\$772.50
8	\$771.25	\$794.50	\$818.25
each additional hour, payable in ½ hour units	\$127.00 per hour	\$130.75 per hour	\$134.75 per hour
fee per line	\$5.00	\$5.25	\$5.50

Period 1: January 1, 2019, to December 31, 2019

Period 2: January 1, 2020, to December 31, 2020

Period 3: January 1 2021, to December 31, 2021

**Animation**

<b>Hours</b>	<b>Period 1</b>	<b>Period 2</b>	<b>Period 3</b>
1	\$191.25	\$197.00	\$203.00
2	\$279.25	\$287.75	\$296.50
3	\$366.75	\$377.75	\$389.00
3.5	\$411.50	\$423.75	\$436.50
4	\$455.75	\$469.50	\$483.50
4.5	\$500.75	\$515.75	\$531.25
5	\$543.75	\$560.00	\$576.75
5.5	\$587.75	\$605.50	\$623.75
6	\$631.75	\$650.75	\$670.25
6.5	\$676.75	\$697.00	\$718.00
7	\$721.25	\$743.00	\$765.25
7.5	\$765.00	\$788.00	\$811.75
8	\$810.00	\$834.25	\$859.25
each additional hour, payable in ½ hour units	\$131.75 per hour	\$135.75 per hour	\$139.75 per hour
fee per line	\$5.00	\$5.25	\$5.50

Period 1: January 1, 2019, to December 31, 2019

Period 2: January 1, 2020, to December 31, 2020

Period 3: January 1, 2021, to December 31, 2021

### 2103 **Payment Step-up in Multilingual Dubbing Productions**

- (a) When a Performer is engaged to dub a major Role, originally performed in the English language, in a multilingual production, the Performer's total earning shall be subject to a seventy-five percent (75%) step-up fee. Such step-up will apply whenever a Performer provides synchronized dialogue (lip sync) consistent with the original English-language performance.
- (b) As an exception to the foregoing, when "incidental English" is employed in a Production, and where such is retained in the original version, no premium shall be payable. Nor would the dubbing of minor Roles in English-language performance attract the premium.

2104 **Use** The payment of the rates shall entitle the Producer to unlimited use of the dubbed Programs without additional payment of fees.

## ARTICLE 22 – PAYMENT

2201 **Payment** For work done between the first (1st) and fifteenth (15th) of the month, payment will be due by the thirtieth (30th) of that same month. Work done between the sixteenth (16th) and the last day of the month will be payable not later than the fifteenth (15th) day of the subsequent month. If the fifteenth (15th) day or the thirtieth (30th) day of a month falls on a holiday or weekend, the payment will be due on the workday immediately preceding.

2202 **Late-Payment Penalty** If the payment of fees is not executed as prescribed in Paragraph 2201, the Producer shall pay to the Performer a late-payment charge of three dollars (\$3.00) per day per Performer, up to and including seven (7) days. Beyond that delay, the late- payment charge shall be five dollars (\$5.00) per day per Performer.

This provision shall not apply in the following circumstances:

- (a) where the Producer has filed with ACTRA a bona fide dispute relating to the fees payable;
- (b) where normal methods of payment are interrupted, e.g., by reasons of national mail strike.

2203 Upon receipt of fees, a Performer shall have thirty (30) days in which to report any error in payment, following which the payment shall be deemed to have been correct.

2204 **Assumption Agreement**

- (a) If the Producer sells, assigns, or otherwise disposes of any Dubbed Production produced under this Dubbing Section, or any rights thereto, the Producer shall not be relieved of any of its obligations for the payment due under this Dubbing Section, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (“the Purchaser”) assumes the obligations for such payments by Distributor’s Assumption Agreement in the form contained in Appendix 9, and ACTRA approves the

assumption in writing. Such approval shall not be unreasonably withheld.

- (b) Upon seeking the approval of ACTRA to a sale, assignment, or other disposition as provided for herein, the Producer shall provide to ACTRA such information and material pertaining to the Purchaser as ACTRA may reasonably require, including, but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

## ARTICLE 23 – ADMINISTRATIVE FEES

2301 The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying as an administration fee the following percentage of the Gross Fees paid to all Performers engaged for the production of a Program:

- (a) **ACTRA Fees** If the Producer is a Member in Good Standing of one of the Producers' Associations as of the date of remittance of the administration fee, as evidenced by written notice from one of the Associations to such effect, the Producer shall pay one percent (1%) of the Gross Fees paid to all Performers engaged by the Producer for the Production ("Gross Performers' Fees") to a maximum of \$1,500.00 per Production or Episode. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceed two million dollars (\$2,000,000.00), the above noted maximum administration fee shall be three thousand dollars (\$3,000.00).
- (b) **CMPA Fees** If the Producer is a Member in Good Standing of the CMPA as of the date of remittance of the administration fee, the Producer shall pay one and one half percent (2%) of the Gross Performers' Fees, to a maximum of three thousand five hundred dollars (\$3,800.00) per Production or Episode, to the CMPA. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceed two million dollars (\$2,000,000.00), the

above noted maximum administration fee shall be five thousand dollars (\$5,700.00).

- (c) If the Producer is a Member in Good Standing of the AQPM or of the ANDP only as of the date of remittance of the fee, the Producer shall pay one percent (1%), to a maximum of \$1,500.00 per Production or Episode, to ACTRA. A Producer who is a member of the AQPM or ANDP shall pay any levies that may be due to the AQPM or ANDP directly to the AQPM or ANDP, as the case may be.
- (d) If the Producer is not a Member in Good Standing of one of the Producers' Associations as of the date of remittance of the fee, as evidenced by written notice from one of the Associations to such effect, the Producer shall pay five percent (5%), with no maximum for any Production or Episode, to be sent directly to ACTRA.
- (e) All amounts collected under subparagraphs (b) and (c) above shall be divided as follows: fifty percent (50%) shall be retained by ACTRA and fifty percent (50%) shall be paid to the CMPA (or the AQPM, if the majority of the Production was dubbed in Quebec). ACTRA shall remit the respective shares of the administration fees itemized by the Production to the CMPA or AQPM within thirty (30) days of the end of each calendar quarter. Upon seventy-two (72) hours' notice, an authorized representative of the CMPA or AQPM may, during normal business hours, inspect the books and records of ACTRA pertaining to collection and remittance of the administration fee.
- (f) During the life of this Agreement, the CMPA may amend the amounts payable to the CMPA set out in subparagraph (a) above.

#### ARTICLE 24 – INSURANCE AND RETIREMENT PLAN AND PERFORMER DEDUCTIONS

- 2401     **Insurance** The Producer shall contribute, for insurance benefits of each Performer who is a member of ACTRA, an amount equal to five percent (5%) of the Gross Fees paid to such Performer.
- 2402     **Retirement Plan** The Producer shall contribute, for retirement purposes of each Performer who is a member of ACTRA, an amount equal to seven percent (7%) of the Gross Fees paid to each such

Performer.

- 2403 Deduction from Performer's Fees: Retirement Plan The Producer shall deduct for retirement purposes an amount equal to three percent (3%) of the Gross Fees paid to each Performer.
- 2404 **Deduction from Performer's Fees: ACTRA Dues** The Producer shall deduct dues at a rate determined by ACTRA from the Gross Fees paid to each Performer who is an ACTRA member and remit such amount to ACTRA. During the life of this Agreement, ACTRA may amend the percentage of the deduction with ninety (90) days' notice to the Associations.
- 2405 **Non-members' Equalization Payments and Deductions**
- (a) In order to equalize the payments and deductions in respect of ACTRA members and non-members, the Producer shall
    - (i) contribute an amount equal to twelve percent (12%) of the Gross Fees paid to each Performer who is not a member of ACTRA, including those designated as Apprentice or temporary members and work permittees (non-members), and their share of the Arbitrator's fees, either in whole or in part; and
    - (ii) deduct from the remuneration payable to each non-member and Apprentice member an amount equal to three percent (3%) of the Performer's Gross Fees (inclusive of Use fees) to a maximum of three thousand dollars (\$3,000.00) per Performer per Production (or per cycle, in the case of a Series).
  - (b) The equalization payments and deductions pursuant to this Article may be used and applied by ACTRA for disposition in such manner and for such purposes as may be determined at its absolute and unfettered discretion.
  - (c) All contributions and deductions made pursuant to this Article shall be payable by cheque to
    - (i) the Union of British Columbia Performers (UBCP), in respect of Productions in the Province of British Columbia; or
    - (ii) ACTRA, in the case of all other Productions.



2406 With respect to Performers whose Gross Fees from a contract of engagement exceed one hundred thousand dollars (\$100,000.00) Canadian, the maximum contributions pursuant to Article 24 shall be

- (a) \$5,000.00 (Canadian) pursuant to Article 2401
- (b) \$7,920 (Canadian) pursuant to Article 2402
- (c) \$3,000.00 (Canadian) pursuant to Article 2403

For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

2407 All contributions and deductions made pursuant to this Article, other than payments made pursuant to Appendix 20, Article 2404, shall be payable by cheque to ACTRA I&R. All contributions and deductions made pursuant to Appendix 20, Article 2404, shall be payable by cheque to ACTRA. All cheques shall be mailed to the local ACTRA office in the location where the Production is being produced and/or administered. All deductions and contributions shall be indicated on the Performer Independent Production Remittance Statement and shall be payable at the same time as, and for the same period covered by, the Production payroll.

2408 **Late-Payment Penalties** In the event that payment of insurance and retirement contributions and deductions is left outstanding after the Actors' fees have been paid as prescribed in Paragraph 2201, the Producer shall incur a late-payment charge of twenty- four percent (24%) per annum, payable monthly, of the total of the outstanding contributions and deductions for each thirty (30) day period or part thereof, beginning with the first day following the fifteenth (15th) day. Remittance of the late-payment charge shall be made as prescribed in Paragraph 2407. This provision shall not apply in the following circumstances:

- (a) where the Producer has filed with ACTRA a bona fide dispute relating to the charges payable
- (b) where the normal methods of payment are interrupted, e.g., by reasons of national mail strike.

**ARTICLE 25 – APPENDICES PARTICULAR TO THE DUBBING SECTION**

Please refer to the following appendices of the IPA:

Appendix 3: Voluntary Recognition Agreement

Appendix 6: Production Guarantee Appendix 9:

Distributor's Assumption Agreement

**ARTICLE 26 – DURATION**

This Agreement will come into effect on January 1, 2019, and remain in effect until December 31, 2021. Time frames governing notice to renegotiate shall be as per the Negotiation Protocol.

In witness whereof the parties have caused this Agreement to be executed as of the 1st day of January, 2019.

**Association Québécoise de la  
Production Médiatique**

**ACTRA**

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

**Canadian Media  
Producers Association**

Per \_\_\_\_\_

**Association Nationale des Doubleurs  
Professionnels**

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

## APPENDIX 21

### PROVISIONS APPLYING TO QUÉBEC ONLY

Because of the Act Respecting the Professional Status and Conditions of Engagement of Performing, Recording and Film Artists (R.S.Q., c. S-32.1) (hereafter “the Act”) and the need for some accommodations to the terms and conditions of the IPA, the present Appendix is applicable to Producers who are members of the AQPM and, as the case may be, to any Producer who would be included in any recognition granted to the AQPM by the Commission de reconnaissance des associations d’artistes et des associations de producteurs (hereafter “the Commission”).

1. As per one of the recognitions by the Commission that came into force on October 15, 1994, ACTRA’s exclusive jurisdiction in the province of Québec pertains to all Performers in the field of film in the English language.
2. For Programs produced simultaneously in the English language and another language (a “double shoot”), the Parties agree to enter promptly into negotiations in good faith with the Union des Artistes (“UDA”) to reach an agreement on the terms and conditions that would apply to such Productions.

The Parties also agree that bilingual Productions (French and English, e.g., *Bon Cop, Bad Cop*) be treated in the same manner as described in the above paragraph.

Contingent on the UDA’s approval, the Parties agree to refer the matter to the non-binding mediation process established for double-shoot and bilingual Productions should the talks require assistance to arrive at an agreement.

3. It is understood that in the province of Québec, the IPA, once ratified by the AQPM, shall bind its members and, as a consequence, such members shall not be required to sign the Voluntary Recognition and Negotiation Protocol.
4. It is understood that for the moment the AQPM binds only its members to the provisions of the IPA.

When and if the AQPM is recognized under the Act Respecting the Professional Status and Conditions of Engagement of Performing,

Recording and Film Artists (R.S.Q., c. S 32.1), the IPA will also bind all Producers in Quebec in the field of activity established by the Québec Commission de reconnaissance des associations d'artistes et des associations de producteurs.

Regardless of the field of activity appearing in its recognition, the AQPM always binds its members to the entire provisions of the IPA.

However, if another group agreement is concluded between ACTRA and another group of Producers for a type of Production covered by the IPA (e.g., industrial programs, video clips, etc.), the IPA will cease to be applicable to members of the AQPM for that type of Production on the day the other group agreement comes into force.

ACTRA acknowledges and agrees that, for the moment, the AQPM does not represent Producers whose field of activity is solely new media production (e.g., interactive video games) produced primarily as compact devices.

5. The inclusion of a particular category of Performer in the IPA shall not be deemed an admission on the part of the AQPM that such Performers are artists within the meaning of the Act.
6. Section A902 must be read as follows in the province of Québec: “A902 Producer’s Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision Where a Producer does not abide by, or declares his intent not to abide by, the Grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article A10 by a Joint Standing Committee or an Arbitrator, ACTRA may declare such Producer an unfair Producer upon ten (10) days’ notice to the Producer concerned and to the Producer’s Association.”
7. Section A803 of the IPA must be read as follows in the province of Québec: “A803 The Performer shall be provided with a contract at least forty-eight (48) hours prior to the commencement of work. Where exceptional circumstances dictate, the Producer may apply to the local ACTRA office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the Producer by the earlier of within forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the local ACTRA office and

AQPM. ACTRA undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of ACTRA or a party to the contract access to same without prior written consent of the Producer.”

8. Nothing in the present Appendix shall be interpreted as limiting any exclusive recognition granted to ACTRA by the Commission. Without limiting the generality of the foregoing, ACTRA may continue to negotiate minimum working conditions or the application of the IPA with any Producer not represented by the AQPM.
9. The present Appendix supersedes the terms and conditions of the IPA and any part of the IPA which is in contradiction with this Appendix or with the Act shall be automatically modified to conform with this Appendix and the Act.

**APPENDIX 21A****LETTER OF UNDERSTANDING  
REGARDING APPLICATION OF SECTION A517 IN QUÉBEC****(RE REGIONAL DISCREPANCIES AND IMPACT OF QUÉBEC LEGISLATION)**

1. It is understood that Security Agreements signed by Quebec-based Producers for the purpose of section A517(b) will be registered on the Register of Personal and Movable Real Rights (the “Register”) (or any comparable structure that the Quebec Government may create for the purpose of registering priorities of the nature of the Security Agreements, as applicable) by ACTRA or its assigns (including ACTRA PRS) as soon as it is authorized or requested by ACTRA under the terms of the Agreement.
2. It is also understood that, for the purpose of said registrations, ACTRA or its assigns will indicate that the value of a given Security Agreement is equivalent to the amount of Use Fees paid by the Producer (whether through Article B4, through the Advance or prepayment mechanisms created under Articles B5 or B6 or through any other mechanisms, as applicable). For example, if a Producer elects to pay a 25% non- refundable Advance on a given Production, the value of the relevant Security Agreement (for the purpose of registration on the Register) shall be 25% of Net Fees; if the Producer acquired Use rights through the prepayment option, the value of the relevant Security Agreement shall be 130% or 105% (as the case may be) of Net Fees.
3. It is further understood that, for the purpose of registrations on the Register, ACTRA or its assigns may consider that the amount of Use Fees paid by the Producer is equivalent to the amount projected in the total cast budget submitted. If, at any time, ACTRA can establish that the actual value of the Use Fees substantially differs from the amount projected in the cast budget, either through an audit or otherwise, it may make the necessary changes and register them on the Register.
4. Notwithstanding the above, if ACTRA or its assigns has an objectively reasonable belief that Performers will be entitled to substantial Participation in the Distributor’s Gross Revenue in excess of the Aggregate

Advance already paid by the Producer or after the period covered by the prepayment, as the case may be, ACTRA or its assigns projected in the cast budget, either through an audit or otherwise, it may make the necessary changes and register them on the Register.

5. It is further understood that ACTRA or its assigns will comply with all requirements as set out in section 12 of Appendix 7B and discharge its security interest on a Production covered by a Security Agreement signed by a Quebec-based Producer no more than ten (10) years after the date of the registration of the Security Agreement on the Register, unless ACTRA or its assigns reasonably expect that, after said ten (10) year period, Performers on that Production will be entitled to Participation in the Distributor's Gross Revenue. In such case, if the Producer has an objectively reasonable belief that Performers would not be entitled to such Participation, the Producer may discuss the matter with ACTRA or its assigns. In the case where the Producer and ACTRA or its assigns cannot agree on the preservation of the security interest or its length within a period of seven (7) days, one may use the Dispute Resolution Mechanism provided for in Article B7 to settle the matter. In case of a preservation of the security interest, ACTRA or its assigns will register it on the Register. It is further understood that discussions between the parties or the reference of the matter to arbitration will not interfere with ACTRA's right to immediately register the renewal of the security interest on the Register. If afterwards an agreement or a decision provides
6. Notwithstanding the above, ACTRA or its assigns will continue to assess, in good faith and on a case by case basis, individual requests from Producers for reductions in the amount, term of registered securities and/or any other question relevant to securities and will grant such request(s) when ACTRA deems it appropriate.
7. This letter of understanding applies to all Securities Agreements registered after the 1st of January, 2019.

Dated at Montreal this \_\_ day of \_\_\_\_\_ 20\_\_.

**Association Québécoise de  
la Production Médiatique**

**ACTRA**

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_



## **APPENDIX 22**

### **LETTER OF UNDERSTANDING: WORK PERMITS AND WORK OPPORTUNITIES**

#### **Letter of Understanding**

between

the Alliance of Canadian Cinema, Television and Radio Artists  
(hereinafter “ACTRA”)

and

the Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique  
(hereinafter “CMPA/AQPM”)

ACTRA and the CMPA / AQPM agree to the following principles:

- ACTRA’s past practices with regard to the numbers of permits issued will continue.
- ACTRA will consider requests for work permits promptly, reasonably, and in good faith, with management by a single point of contact in each of the three ACTRA regions (“promptly” means within three [3] business days, under the terms of Paragraph A708, from the date on which the Producer provides all the necessary supporting documentation and information).
- Work permits will not be unreasonably withheld.
- Canadian Performers will be given preference of Audition and engagement.

To give meaning to this principle, Producers commit themselves to real and bona fide casting sessions for ACTRA members in a professional Audition environment consistent with good industry standards.

The Producer shall, at the earliest opportunity, meet with ACTRA to review and discuss cast requirements of the Production.

The Parties hereby agree to meet after six (6) months to review implementation and discuss further improvements. In the event that issues arise that cannot be resolved, they will be referred to Mr. R. O. MacDowell, who will serve as troubleshooter.

Dated at Toronto, this \_\_ day of \_\_\_\_\_, 20\_\_.

**Association Québécoise de  
la Production Médiatique**

**ACTRA**

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

**Canadian Media Producers  
Association**

Per \_\_\_\_\_

**APPENDIX 23****DECLARATION REGARDING SELECTION OF THE 25% ADVANCE OPTION**

(see Article B502)

*Prior to electing the 25% Advance Option, the Producer shall execute a Declaration in the form as provided below, and deliver same to ACTRA and ACTRA PRS.*

**Declaration**

I, \_\_\_\_\_, (“the Producer”) in respect of the  
production of \_\_\_\_\_ (“the Production”)

solemnly declare to:

- (a) Notify ACTRA and ACTRA PRS of all Canadian presales prior to the first day of principal photography of the Production;
- (b) Notify ACTRA and ACTRA PRS of all non-Canadian sales prior to the completion of principal photography of a Production, Series or the commencement of principal photography of the next cycle of the Series;
- (c) Full copies of licence and distribution agreements will be provided, if such disclosure is ordered by an arbitrator upon such terms as the arbitrator deems appropriate in their full discretion. Rulings for disclosure may be obtained on an expedited basis by telephone conference call.

I understand that ACTRA and ACTRA PRS are relying on this Declaration in order to permit the selection of Article B502(a).

**Producer**

Per \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and title)

**ACTRA Branch**

Per \_\_\_\_\_  
(print name and title)

Date \_\_\_\_\_  
(month/day/year)

**ACTRA Performers' Rights Society**

Per \_\_\_\_\_  
(print name and title)

**APPENDIX 24A**  
**ALTERNATE GUARANTEE LETTER A**  
 (see Articles A516[h] and A517[d])

**Alternate Guarantee Letter for ACTRA and the ACTRA Performers' Rights Society**  
**Regarding Production Obligations and Distribution Rights**

*The Producer/Distributor shall sign the following Letter of Agreement and forward it to the local ACTRA office for signature by the Branch and the ACTRA Performers' Rights Society. This letter will be made available at the sole discretion of ACTRA and the ACTRA Performers' Rights Society.*

Letter dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Re \_\_\_\_\_  
 (identify Picture and Producers)

Attention: ACTRA and the ACTRA Performers' Rights Society (collectively "ACTRA")

1. The undersigned entity, \_\_\_\_\_, specifies that it is an Approved Distributor/Guarantor ("Guarantor") that is up to date in its reporting obligations to ACTRA and other payments to ACTRA members.

\_\_\_\_\_ is the Producer of  
 \_\_\_\_\_, the "Picture."

(insert picture title)

2. The undersigned Guarantor understands that the Producer has executed a Voluntary Recognition Agreement pursuant to the 2019-2021 Independent Production Agreement ("the IPA") and is required, pursuant to the terms and conditions of the IPA, to make payments with respect to the Picture that include, but are not limited to, Performers' fees, meal penalties, overtime, insurance and retirement plan contributions and deductions, and ACTRA

3. The undersigned Guarantor guarantees payment of all the Producer's monetary obligations with respect to the production of the Picture that are now due or may become due to any Performer, ACTRA, or the ACTRA Fraternal Benefit Society pursuant to Parts A, B, C, and D of the IPA. This Guarantee applies to the Picture only and shall be in lieu of the Producer's obligations pursuant to Paragraphs A516 and/or A517 of the IPA, and is a continuing Guarantee binding upon the Guarantor and its successors and assigns, and inuring to the benefit of and enforceable by ACTRA or the ACTRA Fraternal Benefit Society.

4. The undersigned Guarantor owns the following distribution rights of the Picture:

*If Guarantor does not own all distribution rights, please specify the distribution rights owned by territory, media, and term (e.g., North American—theatrical—10 years).*

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5. In addition to the monetary obligations with respect to the Production of the Picture discussed in Paragraph 3 above, the undersigned Guarantor guarantees the payment of any Use fees and/or residuals that may become payable with respect to the distribution rights enumerated in Paragraph 4 above pursuant to Part B of the IPA. This Guarantee applies to the Picture only and shall be in lieu of the Producer's obligations pursuant to Paragraphs A519 and A520 of the IPA with respect to the distribution rights enumerated in Paragraph 4. This Guarantee is binding upon the Guarantor and its successors and assigns, and inuring to the benefit of and enforceable by ACTRA, subject only to satisfaction of the requirements of Paragraph 7 below.
6. The right of the Guarantor to distribute, exhibit, or exploit the Picture in the territory, media, and term described in Paragraph 4 above shall be subject to and

conditional upon the prompt payment of Use fees due in accordance with the IPA. It is expressly understood that so long as such payments are made, neither ACTRA nor its members nor the ACTRA Fraternal Benefit Society shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit, or exploit the Picture in the territory, media, and term described in Paragraph 4 above. In consideration of the Guarantor's executing this Guarantee, ACTRA shall execute any and all documents necessary to discharge and terminate any and all Security Interest or encumbrances of any kind in the Picture that they hold or control jointly or severally that were previously granted to them by the Producer, and shall file such documents with the appropriate government agency within ten (10) days of executing this Guarantee

7. If the Guarantor transfers any interest in the distribution rights enumerated in Paragraph 4 to a third party and desires to be relieved of its obligations attached to those distribution rights, the Guarantor warrants that it shall require that third party, as a condition of such transfer, to satisfy the requirements of Paragraph A517 of the IPA with respect to those transferred distribution rights, or execute a Letter of Guarantee that is acceptable to ACTRA, the Guarantor, and such third party. ACTRA will not unreasonably withhold acceptance of such Letter of Guarantee; however, the third party must also satisfy the conditions in Paragraph A518(b) of the IPA. In either case, the Guarantor shall be relieved only of its obligations attached to those distribution rights that are transferred.
8. The Guarantor agrees, with respect to Use fees and/or residual payments only, that for purposes of verifying the propriety of payments made pursuant to Part B of the IPA, ACTRA, subject to a confidentiality agreement mutually agreed upon by the Guarantor and ACTRA, shall have access to and shall be entitled to examine and audit at annual intervals, at the normal place of business and during normal business hours, those books, records, receipts, and any other documents reasonably necessary to calculate payment of Use fees and/or residual payments
9. Nothing herein is intended, nor shall it be construed, to impose any greater monetary obligations on the Guarantor than would apply to a Producer under the IPA.
10. The Guarantor shall have thirty (30) days from the date notice is served to

cure any default. Any demands against the Guarantor for a default by the Producer shall be in writing, and must be addressed to the party to receive the notice at the following address or to such other address as a party hereto may hereafter specify pursuant to this paragraph, and shall be transmitted by (a) personal delivery, (b) registered mail with postage prepaid and return receipt requested, or (c) telecopy with a copy by mail. When demand is made by personal delivery, notice will be deemed to have been duly given immediately upon such personal delivery. When demand is made pursuant to (b) or (c) above, it shall be deemed to have been served seven (7) days from the date of mailing.

Guarantor \_\_\_\_\_ ACTRA Branch \_\_\_\_\_

Address \_\_\_\_\_ Signed by \_\_\_\_\_

\_\_\_\_\_  
(type name and title)  
\_\_\_\_\_

Attention \_\_\_\_\_ ACTRA Performers' Rights Society  
625 Church St., Suite 300  
Toronto, ON M4Y 2G1

Signed by \_\_\_\_\_ Signed by \_\_\_\_\_

\_\_\_\_\_  
(type name and title) (type name and title)



**APPENDIX 24B****ALTERNATE GUARANTEE LETTER B**

(see Articles A516[h] and A517[d])

**Alternate Guarantee Letter for the ACTRA Performers' Rights Society Regarding Distribution Rights**

*The Distributor shall sign the following Security for Payment Agreement Letter on its own letterhead and forward it to the local ACTRA office for signature by the Branch and the ACTRA Performers' Rights Society. This letter will be made available at the sole discretion of ACTRA and the ACTRA Performers' Rights Society.*

This Guarantee Letter may be completed only by an Approved Production Guarantor as defined under Paragraph A518(a) or an Approved Distribution Guarantor as defined under Paragraph A518(b) of the 2019–2021 Independent Production Agreement.

Letter dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Re \_\_\_\_\_  
(identify Picture and Producers)

**Attention: ACTRA and the ACTRA Performers' Rights Society (collectively "ACTRA")**

1. The undersigned entity, \_\_\_\_\_, specifies that it is an Approved Distributor/Guarantor ("Guarantor") that is up to date in its reporting obligations to ACTRA and other payments to ACTRA members.

\_\_\_\_\_ is the Producer of

\_\_\_\_\_, the "Picture."

(insert Picture title)

2. The undersigned Guarantor understands that the Producer has executed a Voluntary Recognition Agreement pursuant to the 2019–2021 Independent Production Agreement ("the IPA") and is required, pursuant to the terms and

conditions of the IPA, to make payments with respect to the Picture that include, but are not limited to, Use fees.

3. The undersigned Guarantor owns the following distribution rights of the Picture (If the Guarantor does not own all distribution rights, please specify the distribution rights owned by territory, media, and term [e.g., North American— theatrical—10 years]):

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4. The undersigned Guarantor guarantees the payment of any Use fees and/or residuals that may become payable with respect to distribution rights enumerated in Paragraph 3 above pursuant to Part B of the IPA. This Guarantee applies to the Picture only and shall be in lieu of the Producer's obligations pursuant to Paragraph A517 of the IPA with respect to the distribution rights enumerated in Paragraph 3. This Guarantee is binding upon the Guarantor and its successors and assigns, and inuring to the benefit of and enforceable by ACTRA, subject only to satisfaction of the requirements of Paragraph 6 below.
5. The right of the Guarantor to distribute, exhibit, or exploit the Picture in the territory, media, and term described in Paragraph 3 above shall be subject to and conditioned upon the prompt payment of Use fees due in accordance with the IPA. It is expressly understood that so long as such payments are made, neither ACTRA nor its members nor the ACTRA Fraternal Benefit Society shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit, or exploit the Picture in the territory, media, and term described in Paragraph 3 above. In consideration of the Guarantor's executing this guarantee, ACTRA shall execute any and all documents necessary to discharge and terminate any and all security interest or encumbrances of any kind in the Picture that they hold or control jointly or severally that were previously granted to them by the Producer, and shall file such documents with the appropriate government agency within ten (10) days of executing this Guarantee

6. If the Guarantor transfers any interest in the distribution rights enumerated in Paragraph 3 to a third party and desires to be relieved of its obligations attached to those distribution rights, the Guarantor warrants that it shall require that third party, as a condition of such transfer, to execute a Letter of Guarantee that is acceptable to ACTRA, the Guarantor, and such third party. ACTRA will not unreasonably withhold acceptance of such Letter of Guarantee; however, the third party must also satisfy the conditions in Paragraph A518(b) of the IPA. In either case, the Guarantor shall be relieved only of its obligations attached to those distribution rights that are transferred.
7. The Guarantor agrees, with respect to Use fees and/or residual payments only, that for purposes of verifying the propriety of payments made pursuant to Part B of the IPA, ACTRA, subject to a confidentiality agreement mutually agreed upon by the Guarantor and ACTRA, shall have access to and shall be entitled to examine and audit at annual intervals, at the normal place of business and during normal business hours, those books, records, receipts, and any other documents reasonably necessary to calculate payment of Use fees and/or residual payments.
8. Nothing herein is intended, nor shall it be construed, to impose any greater monetary obligations on the Guarantor than would apply to a Producer under the IPA.
9. The Guarantor shall have thirty (30) days from the date that notice is served to cure any default. Any demands against the Guarantor for a default by the Producer shall be in writing, and must be addressed to the party to receive the notice at the following address or to such other address as a party hereto may hereafter specify pursuant to this paragraph, and shall be transmitted by (a) personal delivery, (b) registered mail with postage prepaid and return receipt requested, or (c) telecopy with a copy by mail. When demand is made by personal delivery, notice will be deemed to have been duly given immediately upon such personal delivery. When demand is made pursuant to (b) or (c) above, it shall be deemed to have been served seven (7) days from the date of mailing.

<b>Guarantor</b>	_____	<b>ACTRA Branch</b>	_____
Address	_____ _____ _____	Signed by	_____  (type name and title)
Attention	_____		ACTRA Performers' Rights Society 625 Church St., Suite 300 Toronto, ON M4Y 2G1
Signed by	_____  (type name and title)	Signed by	_____  (type name and title)

**APPENDIX 25****LETTER OF UNDERSTANDING: VOLUNTARY DEDUCTION FOR PERFORMING ARTS  
LODGES OF CANADA AND ACTORS' FUND OF CANADA****Letter of Understanding**

between

the Alliance of Canadian Cinema, Television and Radio Artists (hereinafter "ACTRA")

and

the Canadian Media Producers Association and Association

Québécoise de la Production Médiatique (hereinafter "CMPA/AQPM")

As the CMPA and the AQPM have indicated that Producers would be willing to agree to a voluntary deduction for the Performing Arts Lodge of Canada (PAL) and the Actors' Fund, if it could be done in a cost-neutral manner, it has been agreed that ACTRA and the CMPA will work with the payroll services to determine if a voluntary Performer deduction to benefit PAL and the Actors' Fund can be made in a cost-neutral manner. If a cost-neutral arrangement can be determined, such deduction could be implemented during the term of this Agreement.

Dated at Toronto, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Association Québécoise de  
la Production Médiatique****ACTRA**

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

**Canadian Media Producers  
Association**

Per \_\_\_\_\_

## **APPENDIX 26**

### **LETTER OF UNDERSTANDING: ON-SET ACCIDENT INSURANCE FOR PERFORMERS**

#### **Letter of Understanding**

between

the Alliance of Canadian Cinema, Television and Radio Artists

(hereinafter “ACTRA”)

and

the Canadian Media Producers Association and

Association Québécoise de la Production Médiatique

(hereinafter “CMPA/AQPM”)

Whereas ACTRA is promoting the establishment of a comprehensive on-set accident insurance policy to be administered for the benefit of all Performers on set (including Stunt Performers):

The Parties agree as follows:

1. ACTRA shall investigate the feasibility of establishing a comprehensive on- set accident insurance policy to be administered for the benefit of all Performers on set (including Stunt Performers). The Producers’ Associations shall, at their option, be entitled to participate in the feasibility study.
2. The Producers’ Associations shall be provided with all relevant information that will allow them to make an informed decision as to whether to recommend such a policy to their respective memberships.
3. Provided that the terms and conditions of the proposed on-set accident policy meet the minimum requirements as established by the Producers’ Associations (which shall be provided to ACTRA as soon as possible), the Producers’ Associations shall, at their sole discretion, consider promoting said Policy and making a recommendation to their respective memberships that they adopt the ACTRA on-set accident insurance policy.

Dated at Toronto, this \_\_ day of \_\_\_\_\_, 20\_\_.

**Association Québécoise de  
la Production Médiatique**

**ACTRA**

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

**Canadian Media Producers Association**

Per \_\_\_\_\_

## **APPENDIX 27**

### **LETTER OF UNDERSTANDING: ELECTRONIC DATA INTERCHANGE (EDI) FEASIBILITY STUDY**

#### **Letter of Understanding**

between

the Alliance of Canadian Cinema, Television and Radio Artists  
(hereinafter “ACTRA”)

and

the Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique  
(hereinafter “CMPA/AQPM”)

Whereas ACTRA and the Producers’ Associations are interested in examining the feasibility of electronic data interchange (EDI) of Production and Performer information, the Parties agree as follows:

1. ACTRA is undertaking a feasibility study respecting electronic data interchange of Production and Performer information.
2. The Producers’ Associations shall be entitled to participate in the feasibility study. Should the terms and conditions of the proposed EDI system meet the minimum requirements as established by the Producers’ Associations (which shall be provided to ACTRA as soon as possible), the Producers’ Associations shall, at their sole discretion, consider the promotion and adoption of the ACTRA EDI system by their respective memberships and the Production industry.



**Association Québécoise de  
la Production Médiatique**

**ACTRA**

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

**Canadian Media Producers Association**

Per \_\_\_\_\_

## **APPENDIX 28**

### **PERFORMER INDEPENDENT PRODUCTION REMITTANCE STATEMENT**

Electronic copies of the remittance statement can be found at:

[www.actra.ca/main/agreements/independent-production-agreement-ipa/](http://www.actra.ca/main/agreements/independent-production-agreement-ipa/)

## **APPENDIX 29**

### **SECURITY FOR PAYMENT**

The following provisions will not apply to members of the AQPM, the CMPA, or AMPTP member companies, affiliated companies, and the Canadian counterparts of those companies.

1. **Payroll Report** ACTRA may require a Producer that is not a Member in Good Standing of one of the Producers' Associations to provide a report that will include the payroll period, the amount paid, the names of the Performers, and the dates that payments were issued and mailed. The Production would be responsible for signing, verifying, and issuing this report to the ACTRA representative no more than twenty-four (24) hours after the payroll has been processed and mailed.
2. **Requirement for Security** A Producer that is not a Member in Good Standing of one of the Producer's Associations shall be required to post a security for payment, and ACTRA may require that the amount of security be up to the full amount of Performers' fees during the entire period of production (to be based upon the production schedule provided by the Producer) and the insurance and retirement payments, no earlier than thirty (30) days prior to the commencement of work by the Performers. The security for payment may take the form of a cash deposit to be held in trust by ACTRA in an interest-bearing account, and all accrued interest shall be the property of the Producer or, at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of ACTRA, drawn on a Canadian chartered bank.
3. **Producer's Failure to Meet Payroll Obligations**
  - (a) In the event that a Producer fails to meet its payroll obligations, in respect of which obligations there is no bona fide dispute, ACTRA has the right to declare said Producer unfair, provided that the Producer receives written notice from ACTRA setting forth the facts upon which the declaration is based and the Producer is given

three (3) business days from the date of receipt to cure such failure, which cure period must be specified in the notice. For greater certainty, ACTRA shall not be entitled to make such declaration under this Paragraph in the case of a dispute between one or more Performers or ACTRA on the one hand, and the Producer on the other hand, as to the amount of fees due, so long as the Producer continues to meet all of its payroll obligations in respect of which there is no bona fide dispute to the Performers' engagement on the Production.

- (b) A Producer who receives a notice under subparagraph (a) and does not cure the default on or prior to the expiry of the three (3) business days' notice period may be declared unfair. The unfair Producer declaration shall be revoked by ACTRA once the Producer is in full compliance with all of its payroll obligations in respect of which there is no bona fide dispute.
- (c) In the event that a non-member of a Producers' Association is declared unfair under the above provision, such Producer (whether or not it becomes a member of one of the Producers' Associations during the period noted below) shall be required to post a security for payment sufficient to cover six (6) weeks' Performer payroll, on the same terms as provided for in Paragraph A516, for any further Productions produced by said Producer under the terms of this Agreement until the earlier of
  - (i) five (5) years from the date on which the Producer has cured its default as a result of which a revocation was issued by ACTRA, under subparagraph (c); or
  - (ii) such time as ACTRA may determine, at its sole discretion, to reduce such security from six (6) to four (4) or two (2) weeks of Performer payroll.

**APPENDIX 30****LETTER OF UNDERSTANDING REGARDING WORKING CONDITIONS**

The parties agree to meet quarterly in order to review issues including but not limited to fundamental working conditions such as those items listed below:

1. failure to provide access to a supply of pure drinking water, per Article A2001(a)(i);
2. failure to provide a suitable seat for each Performer during rest periods when Performers are not permitted to return to their holding area, per Article A2001(a)(ii);
3. failure to provide breaks to background Performers during inclement weather, per Article C410;
4. failure to provide separate dressing rooms for male and female Performers and for male and female Minors per Article A2001(a)(iv) and (v);
5. failure to provide a secure area with facilities for the proper safekeeping of Performer's clothing and valuables during working hours, per Article A2001(a)(vi);
6. failure to provide suitable footwear to Performers required to traverse wet or muddy areas per Article A2001;
7. failure to provide either transportation or an escort to the nearest public transportation when a Performer completes a call between the hours of 22h00 and 6h00 per Article A2005;
8. failure to provide appropriate rest breaks for Minors per Article A2707;
9. failure to ensure that Minors leave the set within 30 minutes of the end of the working day when the Producer is required to provide transportation, per Article A2705(e);
10. failure to ensure that Work Reports are filled out for wardrobe calls or ADR sessions, per Article A514;
11. failure to report an injury to a Performer to ACTRA at the earliest opportunity, per Article A521;
12. failure to ensure contracts are provided to Performers before work

- commences, per Articles A802 and A803;
13. failure to have the Producer sign all contracts before they are provided to the performer, per Article A802;
  14. failure to provide basic sanitary conditions — e.g., using same hair or makeup brush for multiple performers without sanitizing these brushes between uses, per Articles A2001 and A2609 (specific reference to applicable provincial guidelines);
  15. failure to provide clean and accessible toilets and washrooms, per Article A2001(a)(vii);
  16. failure to provide laundering of Performer's wardrobe, per Article A1604;
  17. alteration of contract or voucher after the Performer has signed, per Articles A802 and C402;
  18. failure to provide Performers with clean and comfortable facilities with reasonable temperature, per Article A2001(b);
  19. failure to apply safety guidelines per Article A2609;
  20. failure to comply with the provisions of Article A28, Auditions and Interviews;
  21. assistance to Performers wearing restrictive clothing to remove or adjust such items for breaks and meal times;
  22. eating and holding areas free from hair and makeup products;
  23. sanitary facilities with running water and appropriate cleaning products for Performers for the removal of hair and makeup products prior to the end of the Performer's workday;
  24. adequate rest periods and appropriate shelter during inclement or intemperate weather; and
  25. reasonable accommodation to Performers wearing prosthetics.
  26. provision of wardrobe racks in Background holding areas to hang Performers' clothing;
  27. inclusion of Background Performers in safety meetings for scenes in which they are involved;
  28. daily callsheet posted in Background holding areas; and
  29. provision of sufficient space in Background holding areas to avoid overcrowding.

The parties agree to respond to one another regarding such issues as these set out above within 24 hours. The committee may also consider any other matters of importance between the parties in furtherance of harmonious labour relations.

**NOTE:** The parties agreed that one of the quarterly meetings be dedicated to casting issues.

## **APPENDIX 31**

### **COMMITTEE OF ENQUIRY INTO CASTING DIRECTORS AND THE CASTING PROCESS**

1. In response to concerns raised, the Parties agree to establish a standing committee to investigate and make recommendations to the Parties in respect of all aspects of the casting process.
2. The mandate of the committee shall include, without limiting the generality of the foregoing,
  - (a) the conduct of an ongoing nation-wide enquiry into best casting practices in the industry;
  - (b) concerns in respect of allegations of conflict of interest;
  - (c) hearing and making recommendations into specific complaints that are brought to the attention of the committee, with the ultimate decision as to whether to accept any recommendations of the committee to be left to the three Parties to the IPA.
3. In addition, the committee shall have the right to draft and recommend appropriate IPA language to deal with any of the legitimate concerns identified by the committee for consideration by the three parties to the IPA.
4. Members of the committee (at a minimum) shall be as follows:
  - two (2) Performers and two (2) agents appointed by ACTRA
  - two (2) casting directors and two (2) Producers, one from each Producer's Association (appointed by the respective Producer's Association)
5. Representatives from ACTRA, the AQPM and/or the CMPA may also attend as observers at these sessions. All costs associated with the operation of the committee shall be shared equally among the three parties.
6. The committee shall meet at least quarterly, in a place to be determined by the committee.



7. The committee shall determine its own process. It shall have the right to offer confidentiality to persons who make representations or appear before it.
8. The Parties agree that any issue that is brought to the committee may be the subject of a formal Grievance under the IPA, which shall be resolved by arbitration if the Parties are unable to resolve the dispute pursuant to the Grievance provisions.

## **APPENDIX 32**

### **STUNT RIGGING**

Without prejudice to the position of the Producers' Associations to the contrary, ACTRA's position is that the work of stunt rigging (i.e., the rigging and operation of stunt and safety equipment used to manipulate or provide safety to a Performer or Stunt Performer) is carried out by ACTRA Stunt Performers, and ACTRA will continue to insist that such stunt riggers are engaged under the terms and conditions of the IPA.

### **APPENDIX 33**

#### **EQUAL OPPORTUNITY COMMITTEE**

ACTRA and the Associations agree to strike a working committee to review the following points of agreement, and to recommend any appropriate modifications to the IPA, any appropriate interpretive or advisory bulletins to the industry on the issues, and any other appropriate steps to make progress on these issues.

1. ACTRA and the Associations who are party to this Agreement agree, in the spirit of clause A502(a), that we are seeking to promote productions which, in the aggregate, reflect the wide and diverse spectrum of Canadian life, portraying men and women of various ages, backgrounds and appearances.
2. To these ends, ACTRA is providing Producers with access to its database of physically and culturally diverse members. ACTRA represents and warrants that it has obtained consent from those ACTRA members whose personal information is collected, used and stored in this database and indemnifies the Producer against any and all claims that may arise as a result of a breach of this representation and warranty.
3. Per A502(c), Producers have committed in the IPA to assist ACTRA in tracking progress on these issues.
4. ACTRA and the Associations share the goal of promoting work opportunities for Performers living with disabilities, particularly with respect to Roles that require a Performer to portray a person with a disability. ACTRA and the Associations also share the goal that casting and production facilities should be barrier-free.

## **APPENDIX 34**

### **LEGAL ADDENDUM**

ACTRA and the Associations agree to strike a working committee of their respective legal counsel to review the arbitration procedures under the Independent Production Agreement (“IPA”) and to make joint recommendations for their modernization and simplification.

The parties’ counsel shall provide their joint recommendations to ACTRA and the Associations within six (6) months following the effective date of the IPA. If ACTRA and the Associations endorse such recommendations, the parties shall enter a Memorandum of Agreement containing these recommendations, which shall be ratified in accordance with their respective practices.

The parties agree that upon ratification, the recommendations set out in the Memorandum of Agreement shall become effective. Unless otherwise indicated in the Memorandum of Agreement, all provisions of the IPA shall remain in force and effect until the expiry of the IPA.

For clarity, the work of this committee shall not constitute “negotiations”, and no strike or lockout shall occur prior to the expiry of the IPA. For greater clarity, the work of the committee cannot trigger Appendix 2, nor can it prevent the usual application of Appendix 2.

## **APPENDIX 35**

### **SETTLEMENT OF THE PAST**

The following shall apply to any “conventional” Production under the 2007, 2010, or 2013 ACTRA Independent Production Agreements between January 1, 2007, and December 31, 2015, which has heretofore been released or is hereafter released in “New Media,” as that term is defined in the 2016–2018 IPA. For greater clarity, the foregoing shall include all Productions that commenced principal photography prior to and continue beyond January 1, 2016, including, in the case of a Series, all episodes of the season (including the Pilot Program, if any) that began principal photography prior to January 1, 2016, as well as all episodes of the same season that began principal photography on or after January 1, 2016.

- (a) For any such Production released in New Media, Producer shall pay three and six-tenths percent (3.6%) of Distributor’s Gross Revenue, as that term is defined in B509 of the 2016–2018 IPA, earned from New Media Use of the Production following expiration of the Prepayment period or recoupment of the Advance.
- (b) Any Producer that has paid for New Media Use during the Prepayment period or before recoupment of the Advance shall be entitled to a credit equal to the amount paid to ACTRA or to ACTRA PRS for New Media Use of the Production based on revenue earned during the Prepayment/Advance period. This credit may be applied to amounts due for any other Use of the Production.
- (c) In lieu of making payments for New Media Use under the provisions of the aforementioned Independent Production Agreements, Producer shall be obligated to make payments pursuant to this Settlement Agreement as described above. Compliance with this Settlement Agreement shall fully discharge Producer's obligations to make payments for New Media Use under the aforementioned Independent Production Agreements.
- (d) All Producer payments due in connection with this Settlement Agreement shall be made by June 30, 2016, after which interest on such payments

shall accrue at a rate of prime (based on the Bank of Canada rate on July 1, 2016) plus one percent (1%) annually.

**APPENDIX 36**  
**LETTER OF UNDERSTANDING:**  
**CONVERTING A NEW MEDIA PRODUCTION FOR**  
**CONVENTIONAL USE**

**Letter of Understanding**

between

The Alliance of Canadian Cinema, Television and Radio Artists  
(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique  
(hereinafter “CMPA/AQPM”)

With respect to the provisions of Part E Articles E108 and E204 of the Independent Production Agreement (IPA), and particularly the language that affords the Producer the ability to exploit a New Media Production in all Conventional Uses by payment of a percentage of DGR (either eight percent [8%] or three and six-tenths percent [3.6%], as applicable), this option may only be utilized upon the request of the Producer and with the consent of ACTRA.

The Parties agree that ACTRA’s consent to any such request shall be granted in a timely manner unless ACTRA determines, in good faith, that the Production is not intended primarily for New Media Use. If ACTRA determines to withhold its consent, within five (5) business days ACTRA will advise the Producer of the reason(s) for its decision and provide an opportunity for the Producer to refute the facts upon which ACTRA relied for its decision. Thereafter, should the Producer dispute ACTRA’s final determination, the matter shall be subject to resolution pursuant to Article A10 Grievance and Arbitration Procedures.

It is further understood and agreed that the process outlined above—to exploit a New Media Production in all Conventional Uses by payment of a percentage of the DGR—will be conducted in confidence between ACTRA and the Producer involved; and any decision made with respect to any such request shall be confidential, non-precedent-setting, and non-citable in any other proceedings.

## **APPENDIX 37**

### **“LETTER OF UNDERSTANDING:**

### **FATIGUE SIDE LETTER**

#### **Letter of Understanding**

between

The Alliance of Canadian Cinema, Television and Radio Artists

(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and

Association Québécoise de la Production Médiatique

(hereinafter “CMPA/AQPM”)

During the 2018 negotiations, ACTRA approached the CMPA and AQPM with concerns regarding Performer fatigue. Specifically, ACTRA expressed concern that it may not be safe for Performers who are experiencing fatigue to drive home after an extended work day.

The following are some symptoms of fatigue:

- Difficulty concentrating and focusing
- Slower reaction times
- Momentary lapse of attention
- Diminished steering performance while driving

The CMPA and AQPM reaffirm their commitment to the safety of Performers. To that end, they endorse the following guidelines, which set forth common sense



measures to be considered when extended work days are necessary:

1. When an extended work day is necessary, the need for same shall be identified as far in advance as possible so that appropriate planning may occur.
2. Any Performer who believes that they are too tired to drive safely should notify an authorized representative of the Producer before attempting to leave the set. Such request should be made for safety reasons and not for convenience. In that event, the Producer will find alternative means of transportation or provide a rest area or hotel room. Such request may be made without fear of reprisal and will not affect any future engagement opportunities.
3. When an extended work day is necessary, appropriate beverages, such as water and caffeinated beverages, and easily metabolized foods or protein-based snacks should be consumed by Performers to maintain energy and alertness levels.
4. Performers should take steps to improve their quality of sleep as identified by the Canadian Centre for Occupational Health and Safety (CCOHS) OSH Fatigue Fact Sheet.

To ensure that Producers are informed of the terms of this bulletin, the CMPA and AQPM will undertake to distribute this bulletin periodically to those member companies producing under this Agreement. To ensure that Performers are informed of the terms of this bulletin, ACTRA will undertake to distribute this bulletin periodically to those members working under this Agreement. In addition, should any question arise with regards to these guidelines, ACTRA should contact labour relations or a representative of the CMPA or AQPM, as applicable.”

## **APPENDIX 38**

### **LETTER OF UNDERSTANDING: COOPERATION AND PREVENTATIVE MEASURES**

#### **Letter of Understanding**

between

The Alliance of Canadian Cinema, Television and Radio Artists  
(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique  
(hereinafter “Associations”)

ACTRA and the Associations shall endeavour to cooperate during the term of the 2019-2021 Agreement on measures to prevent harassment, including training, adopting codes of conduct, and providing information on industry health and safety guidelines, hotlines and other support services.

## **APPENDIX 39**

### **Letter of Understanding**

#### **JOINT BULLETIN ON CONSENT BASED INTERACTIONS**

between

The Alliance of Canadian Cinema, Television and Radio Artists

(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and

Association Québécoise de la Production Médiatique

(hereinafter the “CMPA” and the “AQPM”)

ACTRA, the CMPA and the AQPM agreed during 2018 negotiations to issue a Joint Bulletin on consent based interactions.

## **APPENDIX 40**

### **Letter of Understanding**

#### **Food**

between

The Alliance of Canadian Cinema, Television and Radio Artists

(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique  
(hereinafter the “CMPA” and the “AQPM”)

During the 2018 negotiations, ACTRA approached the CMPA and the AQPM with concerns regarding Minor Performers with food-related allergies. The Parties agreed to issue this bulletin to encourage Producers and the Parents or Guardians of Minors to work together, as appropriate, to address such issues.

ACTRA, the CMPA and the AQPM encourage the Parents or Guardians of Minor Performers with food related allergies to notify the Producer of those allergies prior to the Minor’s first day of work, so that the Parents or Guardians and Producer may work together to address any particular needs.

## **Appendix 41**

### **Letter of Understanding**

between

The Alliance of Canadian Cinema, Television and Radio Artists  
(hereinafter 'ACTRA')

and

The Canadian Media Producers Association and Association Québécoise de la Production  
Médiatique  
(hereinafter 'Associations')

During the 2018 negotiations, ACTRA asserted that additional protections should be implemented when Performers are engaged in scenes involving nudity, semi-nudity, simulated sexual activity and/or love scenes.

The Parties agreed to establish a committee consisting of an equal number of representatives of ACTRA and the Associations to discuss this matter and the manner in which any such protections may be implemented.

The Committee shall meet two (2) times per year, with the first meeting taking place no later than March 31, 2019.

## **APPENDIX 42**

### **Letter of Understanding**

#### **C503 Additional Background Performers**

between

The Alliance of Canadian Cinema, Television and Radio Artists  
(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique  
(hereinafter “Associations”)

The Parties agree that the reference to employment standards legislation in Article C503 is for the sole purpose of establishing a minimum rate for the services of additional Background Performers, without prejudice to the respective positions of ACTRA and the Associations as to the applicability of said legislation.



# PERFORMER CONTRACT FOR ANIMATION INDEPENDENT PRODUCTION

Engager #:   
Contract #:

Production Company:   
with offices at:  Phone:   
Represented by:  Title:   
(Name)  
contracts with:  to provide the services of:   
(performing company, if applicable)  
Address:   
Phone:  SIN:  ACTRA/Work Permit No.:  GST/HST No.:  QST No.:   
Age (if a Minor)  Legal Guardian:   
(Name of Agent/Representative)  (Address)   
(Phone)  (email)

## IN THE PRODUCTION ENTITLED

## NATURE OF PRODUCTION

Indicate Declared Use -

- ☐ Theatrical ☐ Cable TV ☐ New Media ☐ Non-Theatrical ☐ Free Television ☐ Compact Devices ☐ Pay Television  
☐ Demo (payment details as per D103/D105) ☐ Promos (payment details as per D107/D108) ☐ Short Animated Productions (D105)

Length of Production in Minutes:  If Series, total no. of episodes:  No. of episodes guaranteed to Performer:

Episode Titles and/or numbers:  ISAN No.:

## NATURE OF ENGAGEMENT

Role:  No. of Additional Roles:

Performance Category:  No. of Guaranteed Days:

Rehearsal Date(s):   
(specify day, month, year)

Dates of Engagement:

Fees (see A805) Daily:  Weekly:  Hourly:  Overtime:  ADR:

Series Option Adjustment  % based on (length of option)

Credit / Billing:

Other contractual obligations:  Transportation:

There is a rider attached: Yes: ☐ No: ☐

Please note such rider forms a part of this contract

## ADDITIONAL USE FEES

In addition to the rights included under "Declared use" (per B301), the Producer hereby purchases by a further pre-payment of the Performer's Net Fees, the following additional Use rights.

### PRE-PAYMENT

- ☐ 130% - Theatrical films, all uses except New Media for four (4) consecutive years  
☐ 135% - Theatrical films, all uses including New Media for four (4) consecutive years  
☐ 105% - TV films, all uses except Theatrical and New Media for four (4) consecutive years  
☐ 110% - TV films, all uses except Theatrical but including New Media for four (4) consecutive years  
☐ 105% - New Media Use only beyond the declared Use period for four (4) consecutive years

- ☐ 200% - Conventional Use except New Media for ten (10) consecutive years  
☐ 205% - All Uses including New Media for ten (10) consecutive years  
☐ 200% - Conventional Use in perpetuity excluding Theatrical, and New Media  
☐ 205% - All Uses in perpetuity excluding Theatrical, including New Media  
☐ 215% - Conventional Use in perpetuity for productions 80 minutes or less excluding New Media  
☐ 235% - Conventional Use in perpetuity for productions greater than 80 minutes excluding New Media  
☐ 220% - All Uses in perpetuity for productions 80 minutes or less  
☐ 240% - All Uses in perpetuity for productions greater than 80 minutes

### ADVANCE

- ☐ 100% - Non-Refundable Advance of Net Fees against 3.6% of Distributor's Gross Revenue  
☐ 75% - Non-Refundable Advance of Net Fees against 4.8% of Distributor's Gross Revenue

- ☐ 50% - Non-Refundable Advance of Net Fees against 5.8% of Distributor's Gross Revenue  
☐ 25% - Non-Refundable Advance of Net Fees against 6.6% of Distributor's Gross Revenue  
Non-Refundable Advance of Net Fees against  % of Distributor's Gross Revenue

New Media DGR Option  %  
(per Article E105)

The parties to this contract warrant that they have familiarized themselves with the provisions of the Independent Production Agreement and are bound by its terms.

(Signature of Performer)

(Print name)

(dd/mm/yy)

(Signature of Producer)

(Print name)

(dd/mm/yy)

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