

Live Event Digital (“LED”) Guidelines

These Guidelines are made available to certain Producers/Productions at the exclusive discretion of ACTRA. The Producer/Production expressly agrees that ACTRA retains the right to amend its terms from time to time or to discontinue the program for one or all Producers/Productions at ACTRA’s exclusive discretion.

1. Qualifying Productions and Procedures:

- 1.1. **Paperwork deadline:** All paperwork must be submitted at least 15 business days prior to start date.
- 1.2. **Type of projects:** Projects that would normally have been produced for a live, in-person audience by a Producer with a known history of producing live events and is not a production company created solely for the purpose of producing the project, with a total budget of less than \$3,875 per minute qualify for LED, subject to exclusions listed as ineligible projects below. Producers, directors, writers, performers, and key crew must all be Canadian or permanent residents and reside in Canada. All projects may only be presented on a digital platform, where the Producer retains the ability to modify and/or take down the project at anytime, such as, but not limited to the Producer’s website, YouTube, Vimeo, etc.
- 1.3. **Cast & Auditions:** The project must cast all its performers entirely from ACTRA Full, Apprentice or AABP members, Uda full members or from CAEA (Equity) members, all in good standing. Non-members will be considered by ACTRA on a case-by-case basis. Work permits will be required for any Performer who is not a Full Member of ACTRA. Work permits for Principal Performers will be \$260.00 for each week of production on any Production for which the Performer is engaged. Other Performers (except Performers in Background Performer categories) shall pay \$210.00 for each week of production on any Production for which the Performer is engaged.
- 1.4. **NFB applies:** Upon becoming a signatory, all terms of the most current National Film Board Agreement (NFBA) apply except as amended by these LED guidelines, and as agreed by ACTRA at their sole discretion.
- 1.5. **Canadian ownership:** The project must be owned and produced through a company incorporated in Canada under the laws of Canada or a Canadian province or territory. All projects must adhere to standard legal, business, and accounting procedures. All projects may, if requested, be required to have a final audit performed. Refusal to supply audit results or final cost reports will result in disqualification from LED and will require contracting at the appropriate NFBA conditions.
- 1.6. **Security Agreement:** A standard executed LED Security Agreement as supplied by ACTRA, is required when a project is created to be monetized in any way. ACTRA has the sole discretion to waive this requirement.
- 1.7. **Arrangements to collect residuals:** As every project is unique, we suggest that you review the ACTRA Performers’ Rights Society’s [FAQ](#) and contact them should you require information on the specifics of your distribution arrangements, if applicable.
- 1.8. **Insurance:** Your project must be budgeted to secure both general liability and workers compensation accident insurance covering cast and crew for the rehearsal and shoot days and provide proof of coverage prior to shooting. Accident On Set is one example of an available 3rd party accident insurance provider for cast.

2. Ineligible Productions:

- 2.1. ACTRA reserves the right to decline or to revoke approval for any project for any reason.

- 2.2. **Excluded projects:** Not eligible: All Feature & Short theatrical motion pictures, Industrials, Corporate Videos, documentaries, dubbing, animation, pilots, TV Series, Web Series, Television/Web Movies of the Week, Commercials and Music Videos and the like.
- 2.3. **Revised scope:** LED projects which during production or upon completion increase the scope of their budget or alter the nature of their production must disclose such changes to ACTRA immediately. The LED status of such a production may be amended or withdrawn at the discretion of ACTRA.
- 2.4. **Unfair advantage:** Misrepresentation: A project which is found to be taking unfair advantage of LED rates through misrepresentation or falsification of budget will immediately become subject to the rates and conditions of the NFBA.
- 2.5. **Other exclusions:** The Producer(s) and its principals and their related companies cannot apply to LED if they are (A) currently in default with ACTRA or CAEA, or (B) have ever been declared an Unfair Engager, or (C) have been previously found to be undermining any ACTRA or CAEA agreement.

3. Minimum Fees:

- 3.1. Total budget of less than \$ 3,875 per minute to a maximum of 120 minutes for Live Event Digital productions only. For Productions shooting outside of a 40km radius from the local ACTRA office, if all Performers are local to the shooting area, the Production may be considered for LED status within the relevant Class. Please confirm with ACTRA in advance. If travel outside of the 40km radius is required, higher fees may be assessed.

Class 1 Production: Total budget of \$2,501 to \$3,875 per minute

Principal	\$312.00	Overtime per hour	\$58.50
Actor	\$242.00	Overtime per hour	\$45.50
Background	\$162.00	Overtime per hour	\$30.50

Class 2 Production: Total budget of \$1,501 to \$2,500 per minute

Principal	\$212.00	Overtime per hour	\$39.75
Actor	\$182.00	Overtime per hour	\$34.25
Background	\$132.00	Overtime per hour	\$24.75

Class 3 Production: Total budget of less \$1,500 per minute or less

Principal	\$162.00	Overtime per hour	\$30.50
Actor	\$132.00	Overtime per hour	\$24.75
Background	\$125.00	Overtime per hour	\$23.50

Additional Dialogue Replacement (ADR) rate: ADR is to be paid at 50% of the contracted daily rate with a maximum 4 hours of work time. The contracted daily fee applies after four hours to a maximum of eight hours.

- 3.2. 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.

4. Working conditions:

Performer Working Conditions are as per the NFBA with the following clarifications:

- 4.1. **Workday:** The workday for Performers shall be eight (8) consecutive hours, exclusive of time for meal breaks. Meal breaks as per the NFBA. No work shall be permitted in excess of twelve (12) hours, exclusive of time for meal break, within any 24-hour period. The minimum rest period between days will be twelve (12) hours.
- 4.2. **Overtime:** If the Performer is requested or required to work beyond eight (8) consecutive hours, the Producer shall pay the Performer for each hour, in ¼ hour increments, an amount equal to time and one-half (x1.5) of the Performer's daily payment at the pro-rata hourly rate, rounded to the nearest twenty-five cents (\$0.25).
- 4.3. **Meals:** All Performers will be provided the same meals as the crew. Producer shall make reasonable efforts to accommodate dietary restrictions.
- 4.4. **Travel:** Travel beyond the 40km radius of the local ACTRA office to be paid at the contracted hourly overtime rate payable in ¼ hour increments.

5. Additional Budgetary Obligations:

- 5.1. **Benefits:** Benefits and fringes of 12.5% should be allocated in the budget for all gross amounts paid to performers. The percentage includes 12% for Insurance and Retirement and 0.5% for the ACTRA Performers' Right Society.
- 5.2. **Dues:** The Producer shall deduct an amount equal to 2.25% in dues from the Gross Fees paid to each Performer who is an ACTRA member and shall remit such amount to ACTRA.
- 5.3. **Deductions from Performer's Fees for Retirement Plan:** For retirement purposes, the Producer shall deduct an amount equal to 3% of the Gross Fees paid to each Performer who is a member of ACTRA (excluding Apprentice members).
- 5.4. **Fees:** Administration fees payable to ACTRA are as follows:
 - Class 1 Productions – \$500.00
 - Class 2 Productions – \$350.00
 - Class 3 Productions – \$250.00

ACTRA, at its sole discretion, has the right to alter administration fees to reflect the nature of the LED being produced.

- 5.5. **Security for Payments Due During Production:** No later than five (5) business days before any work is scheduled to begin for the Performers, a payroll security deposit (Security Bond) is required. The deposit will be held in trust. For projects whose shooting schedule is longer than two weeks, a two-week payroll security deposit is required. ACTRA Toronto will release 50% of the deposit for the last two weeks payroll. The remaining 50% will be released upon proof of payment of last payroll and receipt of all paperwork. Shooting schedules less than two weeks require no less than 50% of the budgeted payroll and will be refunded provided ALL paperwork is completed OR, with permission from ACTRA, projects may arrange to prepay performers for scheduled days and post a security deposit in the accumulated sum of projected overtime fees, administration fees, Performers Rights fees and any other applicable fees as determined by the Business Representative. When permitted by ACTRA, the Producer will be able to provide other forms of security for payments due during production.
- 5.6. **Budget report:** Within four (4) weeks of completion of principal photography, the Producer shall submit to ACTRA a detailed report of actual expenditures and other relevant materials ACTRA may

require showing actual cost of the production to date. In the event the actual production costs exceed the limits stated for the categories above, the Producer shall pay the Performers or to ACTRA for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers into the defined class of production.

6. Revenue Participation and Distribution:

- 6.1. **Residuals:** LED Productions – Performers shall be paid Use fees in the aggregate of eight percent (8%) of Distributors Gross Revenue for exploitation in any Use after an initial Use period of six (6) months from first utilization.
- 6.2. **Where paid:** The Use Fee is paid directly to the ACTRA Performers' Rights Society who administers the collection and disbursement of all Distributors' Gross Revenue (DGR) payable in accordance with the unit calculations defined by ACTRA PRS. Please refer to the ACTRA Performers' Rights Society's [Unit Calculations](#) for the full description of how units per DGR are calculated.

7. Casting:

- 7.1. **Script:** Lead and support roles require performers to have access to a full script before signing a contract. A copy of the script must also be supplied to ACTRA at the time of application.
- 7.2. **Stunts/Fights:** A qualified ACTRA Stunt Coordinator is required for all scenes that include stunts/fights. The ACTRA Stunt Coordinators registry will be made available to the Producer upon request.
- 7.3. **Copy of product:** Principal Performers and Actors shall be provided with an electronic copy of their performance on digital media within 60 days of the production of the final master transfer of the completed LED. A clause guaranteeing this must appear in all Performer contracts. The Performer shall be able to utilize portions of their performance in their demo reel.

8. Rehearsals:

- 8.1. **Rehearsal time:** With prior approval, Performers may participate in two (2) rehearsal days at half the contracted Daily Rate, to a maximum of four hours per day. The preliminary/proposed rehearsal schedule must be clearly delineated to the performer on the casting notice, along with LED status and the Daily Rate. Additional Rehearsal days are to be paid at the contracted daily rate. Full fee Rehearsal days are limited to 8 hours per day.

9. Other Issues:

- 9.1. **Verification:** ACTRA Toronto reserves the right to contact all other industry partners and/or grant organizations and/or financial institutions to corroborate details of the production package. This may include proof of finances or credit.
- 9.2. **The NFBA:** Copies of the NFBA are available [online](#). The Producer is expected to review this agreement and have a thorough understanding of its terms and conditions. ACTRA Business Reps are available should there be any terms or conditions that require further explanation.
- 9.3. **Credit:** Should the LED project have a tail credit, the credit must show the ACTRA Toronto logo and state, "Made with the Generous Support of ACTRA Toronto". The ACTRA Toronto logo is available online through the ACTRA Toronto [Brand Centre](#). In addition, the ACTRA Toronto logo must appear on all print and digital promotional materials.
- 9.4. **Changes to these guidelines:** ACTRA Toronto reserves the right to modify or revoke these guidelines at any time without notice.

APPENDIX A

Freedom from Discrimination and Harassment

ACTRA, the Associations, and the Producer (the “Parties”) agree that everyone must 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 maintain a working environment that is free from discrimination, harassment (which includes bullying, sexual, and racial harassment), and violence. To that end, the Producer shall comply with all applicable obligations pursuant to human rights and health and safety legislation. The Producer shall ensure that:
- i) it actively promotes a discrimination free environment that encourages and supports performers in all aspects of their work and is mindful of all inappropriate conduct including micro-aggressions and;
 - ii) services such as hair and make up shall be provided equally to all performers and by professionals with the skill and ability to do the diversity of services required and;
 - iii) this Appendix is posted in appropriate work-related areas and shall advise all staff, performers, and contractors verbally of the existence of this Appendix and the importance of the principles to the Producer and our workplace.
- (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 can be described as direct, indirect, subtle or a pattern of behaviour that creates an adverse impact. Racial harassment includes, without limitation:
- i) engaging in a course of comment or conduct with racial overtones that is known or ought reasonably to be known to be unwelcome,
 - ii) engaging in comment or conduct that 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 inform the Producer or its designated representative in a timely manner. The Performer shall have the right to an ACTRA representative at any point during the process with the Producer. ACTRA and the

Producer will review the Producer's harassment policies and procedures with the Performer, so they understand their options. 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. If ACTRA is not satisfied with the Producer's harassment process or outcome they shall have the right to grieve.

- (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 Appendix 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 NFBA.
- (i) Retaliation or reprisals against any Performer who, in good faith, raises a bona fide complaint pursuant to this Article will not be tolerated

APPENDIX B

Where the requirements of a Role involve nudity, semi-nudity, intimacy, simulated sexual activity or sexual violence, 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:

Auditions (in person or on-line)

- (a) Performers shall be advised in advance of Auditions if nudity, semi-nudity, intimacy, simulated sexual activity or sexual violence 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.

Contracts & Riders

- (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 as a rider. Such rider 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 rider 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 rider 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 rider 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 this Appendix apply.

(b) Performers may refuse to do anything not specified in the Performer's contract and rider, 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 Appendix.

(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 residual fees. The minimum fee for an Actor appearing nude in a scene shall not be less than that of a Principal Actor.

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 any media, 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.