

**MEMORANDUM OF AGREEMENT AS OF THIS 2nd DAY OF DECEMBER 2021
BETWEEN THE ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO
ARTISTS (“ACTRA”), THE CANADIAN MEDIA PRODUCERS ASSOCIATION (THE
“CMPA”) AND L’ASSOCIATION QUEBECOISE DE LA PRODUCTION
MEDIATIQUE (THE “AQPM”, COLLECTIVELY WITH THE CMPA, THE
“ASSOCIATIONS”, COLLECTIVELY WITH ACTRA AND THE CMPA, THE
“PARTIES”) IN CONNECTION WITH CHANGES TO THE INDEPENDENT
PRODUCTION AGREEMENT (THE “AGREEMENT”)**

This Memorandum of Agreement reflects the complete understanding reached between the Parties and is subject to ratification by ACTRA and the Associations as per their practices. The Parties will advise each other of the results of their ratification processes on or before December 31, 2021. As soon as practicable this Memorandum of Agreement (and any Appendices) will be reduced to formal contract language, where necessary, for inclusion into the 2022-2024 Agreement.

All of the provisions of the Agreement between the Parties expiring December 31, 2021 are renewed and/or modified subject to the following:

ACTRA

(1) General Fee Increase: three percent (3%) effective on the effective date of the Agreement; three percent (3%) effective January 1, 2023; and three percent (3%) effective January 1, 2024.

(A) A502 – Equal Opportunity Policy – Amend Article A502 as follows:

(a) - (c) *Status quo*.

(d) ~~Affirmative Action~~ **Equitable Engagement Opportunities 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) – (ii): *Status quo*.

(B) A2001 – Dressing Room and Sanitary Provisions – Amend Article A2001 as follows:

(a) The Producer shall provide the following facilities:

(i)-(v): *Status quo*.

(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, purses or similar bags, phones, wallets and keys during working hours. Performers should not bring anything of value. In no event shall the Producer be responsible for damage to or loss of the Performer's property, except to the extent provided for in A2001(c);

(vii) clean, ~~and~~-accessible, and working toilets and washrooms that are within a reasonable distance from set taking into account location logistics, and subject to the Producer's duty to accommodate in accordance with applicable human rights laws.

(b)-(d): *Status quo.*

(C) A2401 – Auditions – Amend Article A2401 as follows:

(a) – (f): *Status quo.*

(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. Access to such materials shall only be granted to individuals with an essential business purpose.

(h) – (i): *Status quo.*

(D) A2403 – Rehearsal and Performance – Amend Article A2403 as follows:

(a)- (g) *Status quo.*

(h) The Producer shall provide the Performer with a cover-up or other item to obstruct those on set from viewing the Performer in the nude when the Performer is on set and not engaged in rehearsing or shooting the scene, or, if time permits, when there is a pause in rehearsing or shooting.

(i) Wardrobe photos with nudity require prior written consent from the Performer.

(E) A2605 – Stunt Doubling for Females, Visible Minorities and Performers with Disabilities – Amend Article A2605 as follows:

Equity, Diversity and Inclusion in Stunt Doubling for Females, Visible Minorities and Performers with Disabilities Where a Stunt Performer doubles for a Role that is identifiable as ~~female~~ a woman or a ~~visible minority~~ Black, Indigenous or Person of Colour (including but not limited to Aboriginal persons), and/or a Performer with a disability, and the race and/or ~~sex~~ gender of the double is/are also identifiable, every effort shall be made to cast qualified persons of the same ~~sex~~ gender and/or race involved, in accordance with and to the extent permitted by applicable human rights and privacy law. Where the Role or ND Stunt 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)~~ Black, Indigenous or Persons of Colour and/or Performers with disabilities with due regard for safety for such stunts.

The practice known as 'painting down' is presumptively improper. Any disputes regarding 'painting down' shall be dealt with expeditiously and shall first be a discussion between ACTRA and a representative of the applicable Associations and the Producer, as applicable. The parties will make good faith efforts to resolve the issue; however, if a resolution is not achievable, ACTRA retains the right to grieve pursuant to Article A10.

(F) A2611 – Stunt Driving Guidelines – Amend Article A2611 as follows:

When the Producer requires any of the following conditions to occur, a vehicle driver shall qualify as a Stunt Performer:

(a)-(f): *Status quo*.

(g) when driving in close proximity to explosives, which creates hazardous driving conditions.

(G) A2705 – Workday and Rest Periods – Amend Article A2705 as follows:

(a) – (b): *Status quo*.

(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 or the start time of tutoring, if the Minor is scheduled to attend tutoring that is provided by the Producer the next day.

(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 Distance Location) and the time that the Minor leaves for the set for the next Call or the start time of tutoring, if the Minor is scheduled to attend tutoring that is provided by the Producer the next day.

(e): *Status quo*.

(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 or the

start time of tutoring, if the Minor is scheduled to attend tutoring provided by the Producer the next day.

(g) The Minor's latest allowable wrap time will be provided on the Call Sheet.

(H) A2801 – Auditions – Amend Article A2801 as follows:

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. With respect to Auditions:

- Performers shall not be required to learn special material or spoken lines or special business.
- Performers shall not be required to translate any audition material into English or from any language into another language.
- Performers shall not be required to audition more than eight (8) pages of dialogue or two scenes, at the Producer's election, for a first Audition that is a self-tape.
- 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 [*subject to the general fee increase*] per hour or part thereof.

(I) A2803 – Audition Recall – Amend Article A2803 as follows:

(a) 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 [*subject to the general fee increase*] 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.

(b) For virtual live voice Audition recalls, no Performer shall be required to assume primary responsibility for recording, monitoring and adjusting sound levels, or editing the audition.

(J) A2808 – Amend Article A2808 as follows:

A2808 The Producer shall endeavour to make character breakdowns, sides and/or scripts available to Performers ~~no less than twenty-four (24)~~ forty-eight (48) hours prior to an

Auditions, but in no event shall character breakdowns, sides and/or scripts be made available less than twenty-four (24) hours prior to an Audition.

(K) A2810 – Virtual and Self-tape Auditions – *Add a new Article A2810 as follows:*

A2810 Virtual and Self-tape Auditions For virtual and self-tape Auditions, the Producer will not require complicated, elaborate or technical camera movements, zooms or angles, or elaborate costumes, hair or makeup. If a Performer is called for an Audition recall, the Performer may request feedback in advance of said Audition recall.

(L) C201 – Definitions – *Amend Article C201 as follows:*

(a)-(b): *Status quo.*

(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. The Producer shall endeavour to increase the employment of Black and Indigenous Performers and Persons of Colour as Stand-Ins.

(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): *Status quo.*

(ii) driving a marine vessel, a commercial motor vehicle, or any motor vehicle requiring a ~~chauffeur's~~ specialized licence license;

(iii)-(iv): *Status quo.*

(e): *Status quo.*

(M) C501 – *Amend Article C501 as follows:*

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)~~ twenty-three (23) ACTRA members, or ~~twenty-seven (27)~~ twenty-eight (28) 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 CIPIP thresholds, twelve (12) ACTRA members, or

(iii) ~~twelve (12)~~ thirteen (13) 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)~~ twenty-three (23) 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).

(N) G101 – Term – Amend Article G101 as follows:

This Agreement will become effective on the later of January 1, 2019/2022 or the date of full ratification by the Parties, and remain in effect until and including December 31, ~~2021~~2024.

(O) Appendix 33 – Equal Opportunity Committee – Amend Appendix 33 as follows:

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 and to issue any appropriate interpretive or advisory bulletins to the industry on the issues, and any other appropriate steps to make progress on these issues.~~ The first meeting shall occur no later than March 31, 2022.

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 individuals ~~men and women~~ of various ages, ~~rac~~es, ~~gender~~s, ~~relig~~ions, ~~sexual orientations~~, ~~background~~s, ~~abilities~~ and appearances.

2. To these ends, ACTRA ~~is providing~~ provides 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.

5. ACTRA and the Associations share the goal of promoting work opportunities for Performers of various ages, races, genders, religions, sexual orientations, backgrounds, abilities and appearances, and support equity, diversity and inclusion in the production of film, television and new media productions.

6. The composition of the committee will be inclusive and will reflect the principle of diversity as outlined above in paragraph 1. The committee will be comprised of equal members/staff of ACTRA and the Associations, as well as other industry stakeholders that may be invited to participate, as appropriate and mutually agreed upon.

7. The committee shall meet at least three times a year, in a manner to be determined by the committee.

8. ACTRA and the Associations shall each bear their own costs associated with the operation of the committee.

(P) Appendix 44 – Covid-19 Provisions - *The Parties agree to add the below Sideletter as a new Appendix 44 to the Agreement:*

ACTRA and the Associations agree to the temporary provisions contained in this Sideletter. These provisions shall not apply to any Production or season of a Series that commenced principal photography prior to the effective date of the Agreement. These provisions will become effective for all other Productions or season of a Series on the effective date of the Agreement and are intended to last only during the duration of the COVID-19 pandemic. For clarity, any season of a Series that commenced principal photography on any Episode or Pilot prior to the effective date of the Agreement shall not be required to be subject to these provisions for any Episode of the season of the Series, regardless of when principal photography commences for the particular Episode. At the election of the Producer, the provisions in this Sideletter may apply to a Production or season of a Series that commenced principal photography prior to the effective date of the Agreement.

This Sideletter shall expire on December 31, 2024; however, depending on the circumstances, the parties may mutually agree to terminate this Sideletter prior to that date, or to renew or extend its term beyond that date.

The Associations and ACTRA agree to amend the terms of the Agreement as follows:

COVID Costs

1. Under certain provisions of the Agreement, terms and conditions of engagement are linked to the budget of a program. ACTRA and the Associations have discussed the increased costs Productions will incur to implement various health and safety protocols related to the COVID-19 pandemic. Because these unprecedented costs are additive to the standard production costs on which ACTRA and the Associations negotiated the budget tiers that determine terms and conditions of engagement, it is agreed that the following costs shall be excluded from consideration of whether a Production falls within a given budget tier:
 - a. health screening (including testing, health assessment surveys and temperature checks)
 - b. personal protective equipment
 - c. salaries of COVID-19 compliance monitor(s) performing only COVID-19-related duties
 - d. COVID-19-related cleaning costs in excess of ordinary or usual cleaning costs
 - e. portable hand washing stations (unless they would have been necessary in the absence of COVID-19), and related transportation
 - f. additional bathroom units, and related transportation
 - g. costs of lodging and per diem for employees who are required to isolate or self quarantine and payments made to employees during any self-isolation or quarantine
 - h. any contingency required by a bank or bond company for the specific purpose of covering costs related to COVID-19 and costs of an insurance policy for the specific purpose of covering costs related to COVID-19 (also sometimes referred to in such policies as a “communicable disease”)

Compensation for Time Spent Undergoing Testing

1. A Performer who is required by the Producer to travel outside the Performer’s home to undergo a test on a day on which the Performer does not work for the Producer shall receive a stipend of one hundred dollars (\$100.00) (plus insurance and retirement contributions) for a Background Performer or two hundred fifty dollars (\$250.00) (no fringe) for all other Performers. Such stipend may also cover payment for time spent completing COVID-19 training of up to one (1) hour, which need not occur on the same day as the test, and time spent completing start paperwork, if a Producer elects to require the Performer to complete start paperwork on a day when the employee does not work. For clarity, days for which Performers receive this stipend shall not constitute a work day (unless the Performer also performs work subject to a two (2) hour minimum call in accordance with paragraph 2 below) and additional Background Performers engaged pursuant to Article C503 shall not be entitled to any stipend prescribed herein.

2. No stipend is due if the Performer is otherwise paid; however, if a Performer performs work that is subject to a two (2) hour minimum call on the same day that the Performer undergoes a test, the Performer shall be paid the applicable stipend described above or compensation for time spent in working and undergoing the test, whichever is greater. Fringe payments shall not be due if a Performer is paid the two hundred fifty dollar (\$250.00) stipend under the preceding sentence.
3. Should the Producer require a Minor to undergo a COVID-19 test on a day when the Minor is not also working, it shall endeavour to schedule the COVID-19 test outside of school hours.

Conflict of Laws

In the event that any of the terms and conditions of this Letter of Understanding are contrary to or unenforceable by reason of any law or governmental decision, ruling or regulation, such terms or conditions shall be deemed to be severed from this Letter of Understanding, and the illegality or unenforceability thereof shall not in any manner affect or impair any other terms or conditions of this Letter of Understanding.

(Q) Audition Environment – Bulletin *The CMPA and the AQPM shall distribute the following bulletin to their respective members:*

NOTICE TO CMPA and AQPM MEMBERS:

During the 2021 negotiations for the renewal of the ACTRA Independent Production Agreement, the CMPA, AQPM and ACTRA discussed issues relating to the accessibility of audition facilities for Performers with disabilities.

The [CMPA/AQPM, as applicable] considers this to be an important matter and encourages all Producers to take reasonable steps to hold auditions in facilities that are accessible to all performers with disabilities.

Performers with disabilities are encouraged to advise casting personnel and/or production personnel prior to an audition if they require accommodations, so that the Producer has an adequate opportunity to make arrangements for reasonable accommodations.

Please ensure that a copy of this bulletin is distributed to the appropriate casting and production personnel at your company.

(R) Housekeeping – *The Parties agree to make the following housekeeping changes to the Agreement:*

(i) Gender pronouns “he” or “she” will be replaced with a gender neutral noun where appropriate (e.g. replacing “he” or “she” with “The Performer”)

(ii) References in the Agreement to fax will be replaced with email

(iii) **Appendix 37** – amend all uses of the words “work day” with “workday”

(iv) **Article A2803** - amend all uses of the word “audition” with “Audition”

(v) **A3704(a)** - amend as follows:

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.

(vi) **G2 – Appendices** – revise the list of appendices in G2 to include:

- **Appendix 21A** - Add Application of Section A517 in Quebec to Appendices List.
- **Appendix 24B** – Add Alternate Guarantee Letter B to Appendices List, and update 24 to read 24A
- **Appendix 43** - Add Performer Contract for Animation Independent Production to Appendices List
- **Appendix 44** - Add new Appendix 44 to Appendices List (Covid-19 Sideletter)
- **Appendix 45** - Add new Appendix 45 to Appendices List (Dubbing Section)
- **Appendix 46** - Add new Appendix 46 to Appendices List (Sideletter re: Treatment of Programs with a Declared Use of Television or New Media When Initial Exhibition is on a Different Television or New Media Platform)

(vii) **Appendix 14** – revise to include the age for the Minor

(viii) **Appendix 20, A2301(b)** - revise as follows:

A2301: Additional Services: *Status quo*.

(a) *Status quo*.

(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~~ two percent (2%) of the Gross Performers' Fees, to a maximum of three thousand eight 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 and seven hundred dollars (\$5,700.00).

(ix) **Appendix 28** – revise URL as follows:

<https://www.actra.ca/agreements/ipa/>

Associations

(A) **A418 – Fact-based/Lifestyle Production** – Amend Article A418 as follows:

Fact-based/Lifestyle Production is a television Production with an average budget below ~~\$316,970~~ \$350,000 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).

(B) **A609 – Performer Residency** – Amend Article A609 as follows:

(a) – (d) *Status quo*.

(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~~ licence or vehicle registration from the relevant province ~~(counts as 2 of the 3)~~ A provincial or territorial services card that includes health care and a driver's licence will count as two documents);
 - 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.

(C) C202 – Amend Article C202 as follows:

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, and/or speaking words or phrases of up to ten (10) words in unison shall not be deemed dialogue and shall not be individually directed. No Background Performer shall be required to perform choreographed dances.

(D) E106 – Productions Made for New Media Minimum Fees - Amend Article E106 as follows:

E106

(a) *Status quo.*

Tier A	Over \$12,000.00 <u>\$12,840</u> 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 <u>\$10,967</u> to \$12,000.00 <u>\$12,840</u> per minute	No discount*
Tier C	Over \$7,750.00 <u>\$8,292</u> to \$10,250.00 <u>\$10,967</u> 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 <u>\$8,292</u> per minute	35% discount if only one non-Canadian Performer engaged, or no discount if more than one non-Canadian Performer engaged*

**(i) – (ii) Status quo.*

(b) Status quo.

[Make corresponding changes to E102 and B504]

(E) F102 – Definition – Amend Article F102 as follows:

Definition A Fact-based/Lifestyle Production is a television Production with an average budget below ~~\$316,970~~ \$350,000 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)

(F) Appendix 18 CIIP – 6. Schedule of Discounts of Minimum Fees – Amend Appendix 18 to increase the existing tier thresholds by seven percent (7%), as follows:

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 <u>\$2,034,938</u>	35%	25%
	\$1,901,812 <u>\$2,034,939</u> to \$2,535,748 <u>\$2,713,250</u>	25%	15%
Super-Low-Budget Features and MOWs (see Note 1)			
	under \$316,970 <u>\$339,158</u>	45%	35%
Period	Budget	All Canadian Cast Percentage Discount	Other Percentage Discount
TV Series on Film/HD (per ½ hour) (see Note 2)			
	under \$190,181 <u>\$203,494</u>	30%	20%
	\$190,182 <u>\$203,495</u> to \$412,060 <u>\$440,904</u>	20%	10%

	\$ 412,061 <u>\$440,905</u> to \$570,544 <u>\$610,482</u>	15%	5%
Period	Budget	All Canadian Cast Percentage Discount	Other Percentage Discount
TV Series on Tape (per ½ hour) [see Note 2]			
	up to \$38,037 <u>\$40,700</u>	40%	30%
	\$38,038 <u>\$40,701</u> to \$88,751 <u>\$94,964</u>	30%	20%
	\$88,752 <u>\$94,965</u> to \$171,164 <u>\$183,145</u>	20%	10%
	\$171,165 <u>\$183,146</u> to \$266,255 <u>\$284,893</u>	15%	5%
TV Drama Specials and One-off Productions (per ½ hour and less than 2 hours)			
	up to \$431,078 <u>\$461,253</u>	35%	25%
	\$431,079 <u>\$461,254</u> to \$519,828 <u>\$556,216</u>	25%	15%
	\$519,829 <u>\$556,217</u> to \$602,241 <u>\$644,398</u>	15%	5%

Balance of article status quo.

(G) Appendix 45 – *The Parties agree to add the below Letter of Understanding as a new Appendix 45 to the Agreement:*

**Letter of Understanding Regarding the Interpretation and Application of Appendix 20
(Dubbing Section)**

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”)

and

Association Nationale des Doubleurs Professionnels
(hereinafter “ANDP”)

1. In furtherance of ACTRA’s, the Associations’, and the ANDP’s shared goal of increasing work opportunities under the Dubbing Section of the Agreement, ACTRA, the Associations and the ANDP agree to establish a standing committee to discuss the interpretation and application of Appendix 20 of the Agreement, and any other issues related to the Dubbing Section and Dubbing work under the Agreement.
2. The mandate of the committee shall be to provide appropriate recommendations on any modifications of the Agreement or guidance regarding the interpretation and application of Appendix 20 for consideration by ACTRA, the Associations and the ANDP.
3. The committee will be comprised of equal representatives (members or staff) of ACTRA, and the CMPA, the AQPM, and the ANDP.
4. The committee shall meet at least two times a year, in a manner to be determined by the committee. The first meeting shall occur no later than May 31, 2022.
5. ACTRA and the Associations shall each bear their own costs associated with the operation of the committee.

(H) Appendix 46 – *The Parties agree to add the below Sideletter as a new Appendix 46 to the Agreement:*

Re: Treatment of Programs with a Declared Use of Television or New Media When Initial Exhibition is on a Different Television or New Media Platform

During the 2021 negotiations, the parties discussed application of the prepayment options in Article B501(a) and Article E204(b) when a Production with a Declared Use (as provided under Article B301) of television (i.e., Free Television, Cable TV or Pay Television) or New Media is instead initially exhibited on a different television or New Media platform than its Declared Use.

To resolve the uncertainty that arises in these circumstances, the parties agree to the following modifications to the last paragraph of Article B301 in the event a Producer elects to pay one hundred ten percent (110%) of the Performers' Net Fees under the prepayment option in Article B501(a) or Article E204(b) for a Production with a Declared Use of television or New Media, and the Production is initially exhibited on a different television or New Media platform than its Declared Use under Article B301: The Production will be treated as if its Declared Use was the platform of initial exhibition for purposes of determining the start of the period covered by Article B501(a) and E204(b).

In such circumstances, the Producer will notify ACTRA of the television or New Media platform on which the Production has its initial exhibition no later than ninety (90) days after its initial exhibition.

The terms of this Sideletter do not apply to promotional exhibitions of up to three (3) Episodes of a Series, nor to up to two (2) parts of a Mini-Series (but not more than one-third (1/3) of the total number of parts), on a different platform than its Declared Use. For purposes of this Sideletter, a promotional exhibition refers to an exhibition of no more than seven (7) consecutive days if the promotional exhibition is on a New Media platform, and no more than two (2) runs if the promotional exhibition is on a television platform.

[Make conforming changes by adding a footnote to the last paragraph of Article B301 referencing this Sideletter.]

All Corresponding Changes – *The Parties agree to make all corresponding changes necessary to give effect to the agreed to Proposals listed herein.*

This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the execution and exchange of the counterparts of this Memorandum of Agreement electronically, including by electronic transmission, is enforceable as if the counterparts were executed in original ink copies.

Entered into this 2nd day of December 2021.

For ACTRA:



Marie Kelly
National Executive Director



Eleanor Noble
President, ACTRA National

For CMPA:



Sean Porter
Lead Negotiator and Sr. Director, National
Industrial Relations and Counsel

For AQPM:



Frédéric Massé
Counsel