

**ACTRA and CFTP/PA/APFTQ
IPA 2007/09
MEMORANDUM OF SETTLEMENT
Edited – as of August 1, 2007**

PAY INCREASES

First year as of February 19, 2007	3% increase in all rates and fees 1% increase in Producer contribution to Retirement, per Article A3802
Second year as of January 1, 2008	3% increase in all rates and fees
Third year as of January 1, 2009	3% increase in all rates and fees

TERM OF AGREEMENT

This Agreement will become effective on January 1, 2007 and remain in effect until December 31, 2006. The parties agreed that Rates would become effective on February 19, 2007. No term is retroactive prior to ratification unless specifically agreed.

A1 – RECOGNITION AND APPLICATION

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.

A2 – EXCLUSIONS AND WAIVERS

A203 (e) Persons appearing as themselves, including ACTRA members, except when they are performing a Role.

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 his or her discretion. A copy of the waiver is to be provided to ACTRA.

(b) "Making of" Documentaries A Performer may voluntarily consent to waive his or her 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

A317 **Principal Actor** means a Performer engaged to speak, sign or mime six 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”).

A5 – OBLIGATIONS OF PRODUCERS

A502 Equal Opportunity Policy

(a) The Producer will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation, disability, or national origin. 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, race, sex, creed, colour, sexual orientation, disability, or national origin. 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.

A502 (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 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 Personal Harassment

(e) When an aggrieved Performer (“Complainant”) believes that this Article has been breached in any way, the Complainant shall immediately inform the Producer or its representative and may at his or her discretion make his or her disapproval known to the individual whose conduct is in question (“Respondent”), but in any case shall also report the incident to a representative of ACTRA. The ACTRA representative shall immediately make the complaint known to a representative of the Producer, who shall meet with the Respondent and ask for an explanation.

(i) ACTRA, the CFTPA, the APFTQ, and the Producer agree to work cooperatively with each other so that the principles of this section are honoured.

A506 Production Information

(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.

A521 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.

A524 The Parties agree that 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 workplace accident / injury insurance coverage.

A6 – OBLIGATIONS OF ACTRA AND PERFORMERS

A603 Failure to Fulfill 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 fulfill 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

A607 A Performer shall identify to the ACTRA Steward any perceived breach of this Agreement in order that the ACTRA Steward 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 Steward any perceived breach of the Agreement.

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 landed immigrants 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 \$130.00 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 90 days notification.

(b) Other Performers (except Performers in Background Performer categories) who are Canadian citizens or landed immigrants 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 \$90.00 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 90 days notification.

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.

A19 – CANCELLATIONS AND POSTPONEMENTS

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.

A20 – WORKING ENVIRONMENT

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 home or to his/her place of accommodation within the zone or an escort until the Performer has boarded the nearest public transit that will transport the Performer to his/her home or to his/her place of accommodation within the zone.

A2006 – If known at time of contracting, the Performer is to 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 the audition, the Performer is to be informed when smoking is a requirement of the engagement

A26 – STUNT PERFORMANCE AND COORDINATION

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 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 Stunt Performer is not so identifiable, the

Producer shall use best efforts to increase the employment of women and visible minorities and/or Performers with disabilities with due regard for safety for such stunts.

A2608 Safety and Protection of Performers

(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.

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.

A27 – MINORS

A2705 Workday and Rest Periods (Minors)

(f) The work day for minors aged 16 to 18 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 work day and the beginning of the next work day.

A2710 Tutoring

(d) 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.

(k) Production timesheets indicating each Minor's attendance in the classroom shall be forwarded to the ACTRA steward on a weekly basis.

A28 – AUDITIONS

A2805 Preference of Audition

(b) 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 ACTRA branch.

A2807 The Producer shall make character breakdowns, sides and/or scripts available to Performers no less than twenty-four (24) hours prior to an Audition.

A32 – PUBLICITY STILLS, TRAILERS, AND PROMOS

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 \$424.25/ \$437.00 / \$450.00 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 a New Media and a conventional platform Use: The New Media Use shall be provided for as in part a) above and the conventional Use shall be provided for as set out in part b) above.

A33 – EXCERPTS

A3301 Excerpts

(f) For excerpts used in Documentary Productions, the Performer shall be paid a fee of \$100 per excerpt of thirty (30) seconds or less up to the highest originally contracted daily fee or the current daily fee, whichever is greater. For clarity, the maximum payment for a Performer who appears in multiple excerpts within a single Documentary Production is the originally contracted daily fee or the current daily fee, whichever is greater.

A37 – ADMINISTRATION FEE

A3701 (c) **CFTPA Fees** If the Producer is a Member in Good Standing of the CFTPA as of the date of remittance of the administration fee, the Producer shall pay to the CFTPA one and one half percent (1.5%) of the Gross Performers' Fees, to a maximum of three thousand five hundred dollars (\$3,500.00) 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 five thousand dollars (\$5,000.00).

(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 CFTPA (or to the APFTQ 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 CFTPA or APFTQ within thirty (30) days of the end of each calendar quarter. Upon seventy-two (72) hours' notice, an authorized representative of the CFTPA or APFTQ may, during normal business hours, inspect the books and records of ACTRA pertaining to the collection and remittance of the administration fee.

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
- (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 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 90 days notice to the Associations.

A38 – INSURANCE AND RETIREMENT PLANS

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.

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 pursuant to Article A3801;

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.

A3809 ACTRA's Insurance and Retirement service provider of record is ACTRA Fraternal Benefit Society.

B5 – USE FEES

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(b), is if

there is 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%).

(c) Producers accessing the terms of this Article shall sign the Declaration Respecting the 25% Advance Option attached as Appendix # 23.

APPENDIX 23: DECLARATION RESPECTING THE 25% ADVANCE OPTION

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 his/her 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

ACTRA Performers' Rights Society

Per _____
(print name and title)

Per _____
(print name and title)

Date _____
(month/day/year)

B6 – DOCUMENTARY

B601 Documentary Programs

(c) Prepayment Rights Upon payment of not less than fifty percent (50%) of the Performer's total Net Fees, the Producer is entitled to unlimited Use of the Production 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%) of the Performer's Net Fees in order to acquire unlimited Use rights in all countries for a further five (5) year period; or
- (ii) pay 3.6% of DGR. Once the 3.6% DGR applies, the Producer cannot revert back to the fifty percent (50%) 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

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 (20) ACTRA members, or twenty-five (25) 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) fifteen (15) 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, ten (10) ACTRA members, or
- (iii) ten (10) 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 and Photo Doubles.

(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 (20) ACTRA members for any Production in Toronto and to maintain the weekly rate for Stand-Ins on the understanding that Background Performers shall be compensated in accordance with practices in place under the 2002–2003 IPA, 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 30.

C503 There will be no permit fee required for additional Background Performers, and they will be paid at a rate to be negotiated between the Producer and such Background Performers. Such rate shall be not less than \$10.00 per hour for the first (1st) year of the term of this Agreement, \$10.25 for the second (2nd) year of the term and \$10.50 for the third (3rd) year of the term.

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.

PART E: NEW MEDIA

E1 – Definition, Advance Negotiation, Sunset Clause, Producer Options

- E101 Part E shall sunset upon the expiry of the 2007 – 2009 IPA. Notwithstanding the foregoing, any Productions commenced or any Performer contracts entered into during the term of Part E shall remain in force or have the ability to rely on the terms of this agreement notwithstanding the agreement to this sunset clause.
- E102 **New Media** For the purposes of this section, New Media is defined as all media currently known in the marketplace, other than those media listed in Article A444.
- E103 **Advance Negotiation of New Media** At the request of ACTRA or the Associations, Part E may be negotiated in advance of the expiry of the IPA, but no earlier than January 1, 2009. Notwithstanding the foregoing, no strike or lockout shall occur prior to the expiry of the IPA. For greater clarity, advance negotiation of new media issues cannot trigger Appendix 2, nor can it prevent the usual application of Appendix 2.
- E104 **Producer Options** Producers may proceed under either Option A or Option B of this New Media section. In order to access Option B, the Production must be guaranteed by an Approved Distribution Guarantor as per Article A518 (b).

E2 – Option A

E201 **Content Made for New Media Platforms** The payment options in Articles E202 and E203 shall be applicable to dramatic Productions only. For all Productions other than dramatic Productions, the minimum daily fee is to be negotiated on a case-by-case basis among the Association(s), the Producer and ACTRA.

E202 **Dramatic Content Payment Option #1**

- (a) Payment of the minimum daily fee shall permit up to five (5) Productions to be produced in one session (i.e. one work day). Such Productions must be held together by the same title, trade name or mark, identifying devices or common characters.
 - (b) For each Production beyond five (5) produced in one work day session, the Producer shall either:
 - (i) pay an additional twenty-five percent (25%) of the minimum daily fee per Production
 - or
 - (ii) pay an additional minimum daily fee which shall allow the Producer to produce up to five (5) additional Productions on that same work day.
- E203 **Dramatic Content Payment Option #2** Payment of fifty percent (50%) of the minimum daily fee shall permit a single Production of five (5) minutes or less to be produced in a four (4) hour session. Work beyond four (4) hours shall be paid at the applicable hourly rate up to and including the 8th hour of work. Thereafter, the overtime provisions of the IPA shall apply.
- E204 **Declared Use of “Made for” New Media Content** Upon payment of the minimum fees, the Producer is entitled to a declared Use of six (6) months worldwide in any New Media.
- E205 **Use Fees for “Made For” New Media Content** Following the declared Use period provided for in E204, Performers shall be paid Use fees in the aggregate in the amount of 3.6% of the Distributor’s Gross Revenue for exploitation of the Production in any New Media.
- E206 **Conversion of “Made For” Content to Conventional Use** A Producer wishing to Use content originally made for New Media may elect the Advance or Prepayment Option prior to making conventional Use of the Production(s). Notwithstanding the foregoing, 3.6% of Distributor’s Gross Revenue shall continue to be paid for any ongoing New Media Use. Where the Prepayment Option is elected, the four-year Use period starts as of the date of Use on the conventional platform. Conventional Use shall mean those Uses outlined in Article A444.
- E207 **Excerpts** Content from one Production may be used in another Production as per Article A3301.
- E208 A Producer may edit material at a session to create a new Production upon payment of an additional 25% per Production. It is confirmed that, for the purposes of this section and consistent with past practice under the IPA, “versioning”, i.e. editing of a Production for length, does not constitute a new Production.
- E209 **Use of Conventional Productions in New Media** For Productions that have elected either the Prepayment Option (B501 (a)) or the Advance Option (B501

(b)) and that wish to make Use of the Production in any New Media, the Producer shall pay the amount of 3.6% of Distributor's Gross Revenue as a separate revenue stream from first dollar.

E210 Retrospective Application To the extent 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 collective agreements to apply the terms of Part E to the Use of those existing Productions in all New Media. ACTRA agrees the IPA shall not bar such retrospective application. By paying 3.6% of DGR the Producer may use Productions produced under a predecessor IPA on any New Media platform.

E3 – Option B

E301 In the case of a Production made for New Media, 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.

E302 Content Made Initially for New Media Use The Producer, ACTRA and the Associations may negotiate the terms of engagement and Use for all Productions made initially for Use in New Media. The Producer shall retroactively compensate Performers according to Use Fee provisions agreed upon pursuant to any advance negotiation of Part E pursuant to Article E102, should these provisions be superior.

E303 Use of Conventional Content in New Media Should the Option B Producer wish to use a Production with a declared Use listed in Article A445 ("conventional" media) in New Media, the ACTRA PRS, on behalf of Performers who appear in the Production, shall be retroactively compensated for Use fees ultimately negotiated between ACTRA and the Associations following any advance negotiation of this New Media Section pursuant to Article E102.

E304 Retrospective Application To the extent 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 collective agreements to apply the terms of the New Media provision (per the 2007/2009 IPA) to the Use of those existing Productions in all New Media. ACTRA agrees the IPA shall not bar such retrospective application.

Producers may exhibit any Production in the New Media provided they agree to retroactively compensate ACTRA PRS on behalf of Performers who appear in these Productions for Use Fees ultimately negotiated between ACTRA and the CFTPA/APFTQ following any advance negotiation of the New Media Section of the IPA.

E306 Record-keeping The Producer shall ensure that records are maintained so that any retroactive compensation owing to Performers can be calculated and paid to the ACTRA PRS following any advance negotiation pursuant to Article E102.

E307 Disputed Use In the event that ACTRA wishes to dispute a Use that is made under this New Media Option, it shall notify the Producer. During the currency of this section, there shall be no grievances filed in respect of any disputed Use. Any disputes that remain unresolved following any advance negotiation period may be referred to arbitration in accordance with Article B7; ACTRA, the Associations and the Producer shall not raise time limits under the IPA as a bar to any such referral. Notwithstanding the foregoing, in order to be considered valid, notice of dispute shall be served on the Association(s) and the Producer not more than sixty (60) days from the date on which ACTRA knew of the facts giving rise to the dispute.

E308 Interest on Retroactive Payment Monies deemed to be owing to Performers for Use of New Media Productions under Option B of Part E following any advance negotiation of New Media pursuant to Article E102, shall be paid at the agreed rate plus interest fixed at a rate of prime plus one percent (1%) as calculated on the monthly posted Bank of Canada rate. For clarity, should retroactive compensation be owed, it shall be for Use of Productions in New Media made following the ratification of this IPA on April 14, 2007, and shall be calculated from first Use in the New Media occurring after ratification of the IPA.

E4 – Promotion

As concerns New Media, the Parties confirm that promotion does not attract Use Fees. Any disputes related to this matter will be referred to the Committee.

E401 Conversion of Promotional Content Produced under Article A3203 to a Use

- (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 a New Media and a conventional platform Use: The New Media Use shall be provided for as in part a) above and the conventional Use shall be provided for as set out in part b) above.

E5 – New Media Committee

E501 New Media Committee ACTRA and the Associations agree to establish a joint committee and engage a jointly agreed shared-cost expert(s) to assist the Parties to research and monitor New Media issues such as emerging technologies, platforms, geo-fencing, tracking new media revenue, licensing and distribution arrangements, and privacy concerns. If requested by all Parties, on a without prejudice basis the Committee may also make recommendations regarding ways in which disputes regarding New Media may be resolved.

E502 The Committee shall meet quarterly or more frequently if needed. It is preferable for the Committee to meet in person, however, if necessary the Committee may be convened by conference call.

E503 The Committee will present a report at a time to be determined by the Committee.

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** Fact-based/Lifestyle Production is a television Production with an average budget below \$250,000 / \$257,500 / \$265,225 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 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 150% of the applicable daily fee.

F302 **Use Fees** Performers contracted under this section are entitled to Use Fees of 50% 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% of Net Fees and clearing an additional 4 year period or paying 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 50% for four (4) years formula.

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.

APPENDIX 2 - NEGOTIATION PROTOCOL

ACTRA and the Producers' Associations (CFTPA and APFTQ) 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 CFTPA or the APFTQ as its exclusive bargaining agent, pursuant to Article A103(b), at any time during the term of the IPA.

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

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

1.4 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) CFPTA's status to represent Producers in Canada;
- (iii) APFTQ's status to represent Producers in Quebec.

1.5 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.

1.6 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 E102, 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

3.1 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

4.1 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

5.1 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's 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, shall 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 Negotiation Protocol

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 Louisa Davie are deemed acceptable to the parties with Kevin Whitaker, also being acceptable as an alternative.
- (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 his/her availability to meet the parties within fifteen (15) business days and his/her 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, 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 18 – 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 7 a) and b) 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 CFTPA-qualified or APFTQ-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
<i>Features, Movies of the Week (MOWs), and Each 2 Hours of Mini-Series</i>			
Period 1	\$1,500,000.00		
Period 2	\$1,545,000.00	35%	25%
Period 3	\$1,591,350.00		
Period 1	\$1,500,001.00 to \$2,000,000.00		
Period 2	\$1,545,001.00 to \$2,060,000.00	25%	15%
Period 3	\$1,591,351.00 to \$2,121,800.00		
<i>Super-Low-Budget Features and MOWs [see Note 1]</i>			
Period 1	Under \$250,000.00		
Period 2	Under \$257,500.00	45%	35%
Period 3	Under \$265,225.00		
<i>TV Series on Film/HD (per ½ hour) [see Note 2]</i>			
Period 1	\$150,000.00		
Period 2	\$154,500.00	30%	20%
Period 3	\$159,135.00		
Period 1	\$150,001.00 to \$325,000.00		
Period 2	\$159,136.00 to \$334,750.00	20%	10%
Period 3	\$163,909.00 to \$344,793.00		
Period 1	\$325,001.00 to \$450,000.00		
Period 2	\$334,751.00 to \$463,500.00	15%	5%
Period 3	\$344,794.00 to \$477,405.00		

Period*	Budget	All-Canadian Cast Percentage Discount	Other Percentage Discount
<i>TV Series on Tape (per 1/2 hour) [see Note 2]</i>			
Period 1	Up to \$30,000.00		
Period 2	Up to \$30,900.00	40%	30%
Period 3	Up to \$31,827.00		
Period 1	\$30,001.00 to \$70,000.00		
Period 2	\$30,901.00 to \$72,100.00	30%	20%
Period 3	\$31,828.00 to \$74,263.00		
Period 1	\$70,001.00 to \$135,000.00		
Period 2	\$72,101.00 to \$139,050.00	20%	10%
Period 3	\$74,264.00 to \$143,222.00		
Period 1	\$135,001.00 to \$210,000.00		
Period 2	\$139,051.00 to \$216,300.00	15%	5%
Period 3	\$143,223.00 to \$222,789.00		

Period*	Budget	All-Canadian Cast Percentage Discount	Other Percentage Discount
<i>TV Drama Specials and One-off Productions (per 1/2 hour and less than 2 hours)</i>			
Period 1	Up to \$340,000.00		
Period 2	Up to \$350,200.00	35%	25%
Period 3	Up to \$360,706.00		
Period 1	\$340,001.00 to \$410,000.00		
Period 2	\$350,201.00 to \$422,300.00	25%	15%
Period 3	\$360,707.00 to \$434,969.00		
Period 1	\$410,001.00 to \$475,000.00		
Period 2	\$422,301.00 to \$489,250.00	15%	5%
Period 3	\$434,970.00 to \$503,928.00		

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 apportioned to the cast.
- (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

(a) 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 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:

Option Number	Non-refundable Advance (% of Net Fees)	Participation in Distributor's Gross Revenue
1	100.0%	5%
2	75.0%	6%
3	50.0%	7%
4	25.0%	8%
5	0.0%	9%
6	0.0%	11%

(super-low-budget features and MOWs)

10. Joint Administration

The CFTPA and the APFTQ 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 CFTPA and the APFTQ 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 CIIP shall be monitored by the quarterly committee, composed of representatives of ACTRA, the CFTPA, and the APFTQ.

Appendix 21: Provisions Applying to Quebec 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 APFTQ and, as the case may be, to any Producer who would be included in any recognition granted to the APFTQ 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 Quebec 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 Quebec, the IPA, once ratified by the APFTQ, 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 APFTQ binds only its members to the provisions of the IPA.

When and if the APFTQ 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 Quebec Commission de reconnaissance des associations d'artistes et des associations de producteurs.

Regardless of the field of activity appearing in its recognition, the APFTQ 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 APFTQ for that type of Production on the day the other group agreement comes into force.

ACTRA acknowledges and agrees that, for the moment, the APFTQ 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 APFTQ that such Performers are artists within the meaning of the Act.
6. Section A902 must be read as follows in the province of Quebec:

"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. 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 APFTQ.
8. 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 30 LETTER OF UNDERSTANDING – 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:

- (a) Failure to provide access to a supply of pure drinking water, per Article A2001(a)(i)
- (b) 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)
- (c) Failure to provide breaks to background performers during inclement weather, per Article C410
- (d) Failure to provide separate dressing rooms for male and female performers and for male and female minors per Article A2001(a)(iv) and (v)
- (e) 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).

- (f) Failure to provide suitable footwear to performers required to traverse wet or muddy areas per Article A2001.
- (g) 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.
- (h) Failure to provide appropriate rest breaks for minors per Article A2707.
- (i) 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)
- (j) Failure to ensure that Work Reports are filled out for wardrobe calls or ADR sessions, per Article A514
- (k) Failure to report an injury to a Performer to ACTRA at the earliest opportunity, per Article A521
- (l) Failure to ensure contracts are provided to performers before work commences, per Articles A802 and A803
- (m) Failure to have the Producer sign all contracts before they are provided to the performer, per Article A802
- (n) Failure to provide basic sanitary conditions – i.e. using same hair or make up brush for multiple performers without sanitizing these brushes between uses, per Articles A2001 and A2609 (specific reference to applicable provincial guidelines)
- (o) Failure to provide clean and accessible toilets and washrooms, per Article A2001(a)(vii)
- (p) Failure to provide laundering of Performer's wardrobe, per Article A1604
- (q) Alteration of contract or voucher after the Performer has signed, per Articles A802 and C402
- (r) Failure to provide Performers with clean and comfortable facilities with reasonable temperature, per Article A2001(b)
- (s) Failure to apply safety guidelines per Article A2609
- (t) Failure to comply with the provisions of Article A28, Auditions and Interviews.
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.

NB: The parties agreed that one of the quarterly meetings be dedicated to casting issues.