

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

THE ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS (“ACTRA”)

AND

THE ASSOCIATION OF CANADIAN ADVERTISERS (THE “ACA”)

(KNOWN COLLECTIVELY AS THE “PARTIES”)

Whereas the Parties are party to the National Commercial Agreement including the Local & Regional Addendum (the “NCA”) for the period June 1, 2023 to May 31, 2024;

Now therefore the Parties agree that the terms and conditions of the NCA remain in effect and form the basis of this renewal Agreement unless otherwise modified below.

1. The term of the NCA shall be June 1, 2024 to May 31, 2025.
2. Effective June 1, 2024, there shall be a 5% increase to all minimum fees and rates.
3. Delete Article 2901 and replace with the following language and chart:

2901 Contract Service Fee (CSF)

- (a) For each original commercial produced, the Engager shall remit to the local office of ACTRA the required Contract Service Fee (CSF) plus applicable GST, HST or QST, along with the session payments for Performers as follows:

Commercial Type	Contract Service Fee (per commercial)
Television commercial / Digital Media Video commercial	\$300.00
Radio commercial / Digital Media Audio commercial	\$150.00
Any commercial with gross performer session fees of \$1000 or less	\$100.00
Notes: CSF's shall not be payable on demo or test commercials (until such demo or test commercials are broadcast), PSA's, lifts, edits or tags. The contract service fee payable on a commercial shall at no time exceed the Session Fees paid to Performers on such commercial.	

- (b) ACTRA will refund at least quarterly to the ACA fifty percent (50%) of the total CSF collected in order to compensate the ACA for their costs for servicing, administering and negotiating this Agreement. Penalty payments shall not be invoked if these fees are not paid within the time periods specified above.

Delete Addendum No. 1 Local and Regional Commercials, Article 901 Contract Service Fee and replace with the following language and chart:

901 Contract Service Fee (CSF)

(a) For each original commercial produced under Addendum No. 1, the Engager shall remit to the local office of ACTRA the required Contract Service Fee (CSF), plus applicable GST, HST or QST, along with the session payments for Performers as follows:

Commercial Type	Contract Service Fee (per session)
Television commercial / Digital Media Video commercial	\$100.00
Radio commercial / Digital Media Audio commercial	\$50.00

(b) ACTRA will refund at least quarterly to the ACA fifty percent (50%) of the total CSF collected in order to compensate the ACA for their costs for servicing, administering and negotiating this Addendum.

4. The Parties agree to meet no less than quarterly during the term of this Agreement to discuss and review information related to Generative Artificial Intelligence (GAI) and its use and impact in the industry and on commercials covered under the NCA.
5. The parties agree to amend Article 3102 Agreement Terms No Less Favourable Agreement as follows:

3102 Agreement Terms No Less Favourable ~~Where ACTRA agrees that it will not~~ enters into any agreement involving the services of Performers ~~its Members~~ in commercials with an Engager on terms more favourable ~~to such Engager~~ than the terms set forth herein, the ACA shall be entitled to the opportunity to choose to maintain this agreement or to substitute the more favourable agreement upon written notice. The provisions of this Section shall not ~~preclude the right of~~ apply where ACTRA ~~to negotiate~~ agreements governing rates and conditions for local markets only. ACTRA further agrees that it will not permit its members to be engaged by any Engager for ~~television and radio~~ commercials in Canada that has not signified, in writing, adherence to an this agreement with ACTRA.

6. Paragraphs 7, 8, and 9 below are carried over from the June 1, 2023 to May 31, 2024 Memorandum of Agreement and are re-included herein for ease of reference.
7. During the term of this Agreement, on a **continued** pilot project basis and in addition to the residual options in the NCA, a new commercial production may select the following use options. Use periods are for concurrent television and/or digital use for the set periods below.

	1 Year	6 Months	13 Weeks
Principal Performer (PP)	\$7,200.00	\$4,000.00	\$2,400.00

Silent on Camera (SOC)/Stunt (ST)	\$4,800.00	\$2,650.00	\$1,750.00
Voice Over (VO)/ Solo Singer (SS)	\$3,600.00	\$2,000.00	\$1,290.00

**subject to the negotiated increase*

For clarity, the rates shown above are “all-inclusive Use rates” and will not be added together. For example:

- A Principal Performer who is in a commercial that runs 4 x 13- week consecutive cycles of television and one concurrent year of digital, will be subject to a single use rate of \$7,200.
- A Principal Performer who is in a commercial that runs for a single 13-week cycle of television falling within a six-month digital cycle, will be subject to a single use rate of \$4,000.
- A Silent On Camera Performer who is in a commercial that runs for two consecutive 13-week cycles of television, and including a 45-day digital cycle within the two 13 week cycles, will be subject to a single use rate of \$2,650.

8. The Parties confirm the existing practice for considering the Extraordinary Circumstances (EC) request in Article 106 as follows:

The adhered Engager will notify ACTRA, and ACA by email. The Engager’s email will include (where applicable):

- a. talent budget;
- b. casting breakdown;
- c. anticipated usage terms; and
- d. any other reasons that the adhered Engager is permitted to provide.

Within three (3) business days of the adhered Engager’s email, the following steps will be completed:

- (i) The adhered Engager and the local ACTRA branch will meet virtually or in person and will attempt to reach agreement on a solution that will allow ACTRA members, or non-members with work permits issued by ACTRA, to be used within the talent budget set by the client. The Parties agree to make every reasonable effort to engage ACTRA Performers under Extraordinary Circumstances;
 - (ii) If terms can be mutually agreed upon, the Engager will use members of ACTRA on those terms; and
 - (iii) If terms cannot be mutually agreed upon the terms of the NCA will apply.
9. **Housekeeping – Article 2203 Stock Footage:** Stock footage, stock stills, or library footage of persons, scenes or events is not covered by this Agreement. Stock footage, library footage or stock stills are shot apart from and in advance of a commercial and do not directly advertise the product or service. Professional sports footage, authentic historical footage, and authentic news footage are similarly not covered by this Agreement. Voice-Over and Solo Singers used in a commercial that is entirely comprised of stock footage will be paid Principal Performer session and residual fees.

10. Nothing in this Agreement shall change the rights or obligations of the ACA's members in respect of the NCA as they existed prior to the execution of this Agreement.
11. This MOA is subject to ratification by the Parties. In the case of ACTRA, their principals are their members and this Agreement will be sent to eligible members for approval via ratification vote. Ratification by both Parties shall occur and be communicated to the other Party no later than June 1, 2024. In the event this Agreement is not ratified by June 1, 2024, the June 1, 2023 to May 31, 2024 NCA shall continue in full force and effect.
12. This MOA 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 Agreement electronically, including by electronic transmission, is enforceable as if the counterparts were executed in original ink copies.