

## APPENDIX “R”

### PRODUCTIONS MADE FOR NEW MEDIA

Productions with a Declared Use of New Media as defined in Article A336 of the BCMPA (“New Media Production”) may proceed under Option 1 or Option 2, as applicable.

#### R1 – OPTION 1

##### R101 Purpose

The purpose of this Option 1 is to encourage low budget Canadian New Media Productions to engage professional performers represented by UBCP.

##### R102 Eligibility

Except as provided for in R105, Option 1 is available to all New Media Productions produced by a Canadian Producer with a total budget of twelve thousand dollars (\$12,000) or less per minute. New Media Productions with a total budget of over twelve thousand dollars (\$12,000) per minute shall be subject to the terms and conditions of the BCMPA except for the determination of Use Fees which is set out in section R108 below.

##### R103 Applicability

In all instances in which Option 1 is silent, the standard terms and conditions of the BCMPA shall apply.

##### R104 Co-productions

When a New Media Production is a co-production, the budget must meet the requirement in R102 above. Allocation of revenue issues, if any, shall be determined pursuant to the provisions of Article C407(g), as per the rules applicable to Official Treaty Co-productions.

##### R105 Excluded Productions

The following Productions shall be deemed excluded Productions for the purposes of Option 1: industrial/corporate videos, dubbing and Presentation Programs for which the Producer is utilizing Article B205 of the BCMPA unless the Series, in relation to which the Presentation Program is produced, qualifies as a Production.

##### R106 Minimum Fees

New Media Productions shall, where applicable, receive discounts on all applicable rates set out in the BCMPA as described below. Subject to sections R106(b) and R107, available discounts shall apply to all performance category minimum daily, hourly, overtime, and weekly fees. No other rates or fees in the BCMPA may be discounted unless otherwise specified in Option 1.

Tier A	Over \$12,000 per minute	No discount, and BCMPA terms and conditions apply except for the determination of Use Fees, which are set out in section R108 below
Tier B	Over \$10,000 to \$12,000 per minute	No discount*

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Tier C	Over \$7,500 to \$10,000 per minute	25% discount if only one non-Canadian performer is engaged, or no discount if more than one non-Canadian performer is engaged
Tier D	Less than \$7,500 per minute	35% discount if only one non-Canadian performer is engaged, or no discount if more than one non-Canadian performer is engaged

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

Payment of the minimum daily fee shall permit up to five (5) New Media Productions to be produced in one (1) session (i.e., one (1) workday). Such New Media Productions must be held together by the same title, trade name or trademark, identifying devices, or common characters.

For each New Media Production beyond five (5) produced in one (1) workday session, the Producer shall either pay an additional twenty-five percent (25%) of the minimum daily fee per New Media Production or pay an additional minimum daily fee that shall allow the Producer to produce up to five (5) additional New Media Productions on that same workday.

If the New Media Production qualifies as a Mini-series under Article A331 of the BCMPA, the Performer shall be paid on a per-day-of-production basis, regardless of the number of segments and total length of the New Media Production.

**R107 Background Performers**

- (a) **Tier A**  
The standard provisions of Article D501 apply.
- (b) **Tiers B, C and D**  
The minimum fees payable to Performers in Background Performer categories may not be discounted. However, if the Producer wishes to engage Background Performers, the Producer shall only be required to engage a maximum of ten (10) UBCP members as Background Performers, excluding Stand-ins and two (2) non- member Special Ability Background Performers.

**R108 Use Fees**

- (a) **Tier A**  
The Producer of a Tier A New Media Production may elect one (1) of the following options at the time of production:

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### (i) **New Media Use Prepayment Option**

The Producer may acquire unrestricted New Media Use rights (A357(a)(viii)) for a period of five (5) consecutive years beyond the New Media Declared Use period, for one hundred five percent (105%) of Net Fees. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers’ Net Fees. Following the prepayment period, Performers shall be paid Use Fees in the aggregate of three and six-tenths percent (3.6%) of DGR for all subsequent New Media exploitation. The Producer may, prior to conventional Use of the New Media Production, elect to pay one (1) of the following:

(A) The traditional Advance option set out in Article C401;

(B) One hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101 (Distribution Rights), excluding Theatrical and New Media, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program in media other than Theatrical and New Media. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g); or

(C) Three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the three and six-tenths percent (3.6%) DGR option shall be subject to UBCP's consent.\* A Producer desiring to utilize this option shall so notify UBCP.

### (ii) **All Uses Prepayment Option**

The Producer may elect to pay one hundred ten percent (110%) of the Performers’ Net Fees for unrestricted worldwide use in all media enumerated in Article C101, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) of the Performers’ Net Fees. In lieu of extending a five (5) year period, the Producer shall pay three and six-tenths percent (3.6%) of DGR with respect to subsequent exploitation of the Program in media other than Theatrical. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g).

### (iii) **Advance Option**

The Producer may elect to pay an Advance as set out in Article C401 against all Uses listed in A357(a)(i)-(viii).

### (iv) **Individual Use Option**

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\* See Sideletter No. 12 for administration of the consent process.

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The Producer may elect to make individual use payments pursuant to Article C2.

(b) **Tier B**

The Producer of a Tier B New Media Production may elect one (1) of the following options at the time of production:

(i) **New Media Use Prepayment Option**

The Producer may acquire unrestricted New Media Use rights (A357(a)(viii)) for a period of five (5) consecutive years beyond the New Media Declared Use period, for one hundred five percent (105%) of Net Fees. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. Following the prepayment period, Performers shall be paid Use Fees in the aggregate of three and six-tenths percent (3.6%) of DGR for all subsequent New Media exploitation. The Producer may, prior to conventional Use of the New Media Production, elect to pay one (1) of the following:

(A) The traditional Advance option set out in Article C401;

(B) One hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101 (Distribution Rights), excluding Theatrical and New Media, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program in media other than Theatrical and New Media. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g); or

(C) Three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the three and six-tenths percent (3.6%) DGR option shall be subject to UBCP's consent. A Producer desiring to utilize this option shall so notify UBCP.

(ii) **All Uses Prepayment Option**

The Producer may elect to pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay three and six-tenths percent (3.6%) of DGR with respect to subsequent exploitation of the Program in media other than Theatrical. A

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\* See Sideletter No. 12 for administration of the consent process.

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Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g).

(iii) **Advance Option**

The Producer may elect to pay an Advance as set out in Article C401 against all Uses listed in A357(a)(i)-(viii).

(iv) **Individual Use Option**

The Producer may elect to make individual use payments pursuant to Article C2.

(v) **No Prepayment/Advance/Individual Use Elected**

If no prepayment, Advance or individual use is elected at the time of production, Performers shall be paid Use Fees in the aggregate in the amount of three and six-tenths percent (3.6%) of DGR from revenues received from New Media Use following the Declared Use period provided for in Article C101(g). The Producer may, prior to conventional Use of the New Media Production, elect to pay one of the following:

(A) The traditional Advance option set out in Article C401;

(B) One hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101 (Distribution Rights), excluding Theatrical and New Media, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program in media other than Theatrical and New Media. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g); or

(C) Three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the three and six-tenths percent (3.6%) DGR option shall be subject to UBCP's consent.\* A Producer desiring to utilize this option shall so notify UBCP.

(c) **Tiers C and D**

The Producer of a Tier C or D New Media Production may elect one (1) of the following options at the time of production:

(i) **New Media Use Prepayment Option**

The Producer may acquire unrestricted New Media Use rights (A357(a)(viii)) for a period of five (5) consecutive years beyond the New Media Declared Use period, for one hundred five percent (105%) of Performers' Net Fees. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. Following the prepayment period, Performers shall be paid Use Fees in the aggregate of

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eight percent (8%) of DGR for all subsequent New Media exploitation. The Producer shall, prior to any conventional Use of the New Media Production, notify UBCP and, subject to UBCP's consent,\* pay eight percent (8%) of DGR for the conventional Use.

(ii) **All Uses Prepayment Option**

The Producer may elect to pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay eight percent (8%) of DGR with respect to subsequent exploitation of the Program in media other than Theatrical. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g).

(iii) **Advance Option**

The Producer may elect to pay an Advance as set out in Article C401 against all Uses listed in A357(a)(i)-(viii).

(iv) **Individual Use Option**

The Producer may elect to make individual use payments pursuant to Article C2.

(v) **No Prepayment/Advance/Individual Use Elected**

If no prepayment, Advance or individual use is elected, Performers shall be paid Use Fees in the aggregate in the amount of eight percent (8%) of DGR for exploitation of the New Media Production in any New Media Use, following the Declared Use period provided for in Article C101(g). The Producer shall, prior to any conventional Use of the New Media Production, notify UBCP and, subject to UBCP's consent,\* pay eight percent (8%) of DGR for the conventional Use.

### **R109 Excerpts**

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

**R110** The Parties understand that New Media Productions are often produced with small budgets. Producers can request administrative arrangements with UBCP to manage bonds and payroll security, and UBCP agrees to give good faith consideration to such requests. UBCP will notify the CMPA and AMPTP of its decisions with respect to any modified security arrangements requested by Producers.

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### **R111 Filing Procedure**

No later than two (2) weeks prior to principal photography, the Producer will provide to UBCP a copy of the most up-to-date production schedule. The Producer shall also provide to UBCP a detailed cast budget and a budget top sheet signed by the Producer, along with a statutory declaration that the budget amount is the true and final budget.

### **R112 Budget Changes**

If, during the course of production, the New Media Production budget increases beyond the level permitted by Article R106, the Producer must disclose this information to UBCP. Any New Media Production that is found to be taking unfair advantage of the terms and conditions of Option 1, through misrepresentation or falsification of budget, will become retroactively subject to the full rates, terms, and conditions of the BCMPA.

### **R113 Revised Scope**

Within four (4) weeks of the first New Media Use, the Producer shall submit to UBCP a detailed report of actual expenditures, showing the actual cost of the New Media Production to date. In the event that actual production costs exceed the budget threshold under Tier D as set out in Article R106, the Producer shall pay to the Performers, or to UBCP for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers in line with the fees applicable under Tier C. Should the actual production costs exceed the budget thresholds under Tier C, the Producer shall pay to the Performers, or to UBCP for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers in line with the fees applicable under Tier B. Should the actual production costs exceed the budget thresholds under Tier B, the Production will no longer be deemed a Tier B Production and shall become retroactively subject to the rates, terms, and conditions of the BCMPA.

### **R114 Notice to Performers**

A Producer utilizing Option 1 must give notice to Performers at the time of casting, through casting notices, that discounted rates may apply. Such notices shall not contain any statement that attempts to restrict the right of any Performer to negotiate terms (including rates and fees) and conditions in excess of the minimum fees, rates, and conditions.

**R115** A Producer may edit material at a session to create a new New Media Production upon payment of an additional twenty-five percent (25%) per New Media Production. It is confirmed that, for the purposes of Appendix R and consistent with past practice under the BCMPA, “versioning” (i.e., editing of a New Media Production for segment length) does not constitute a new New Media Production.

## **R2 - OPTION 2**

**R201** Option 2 is automatically available to New Media Productions that are guaranteed by an Approved Guarantor as per Sideletter No. 2 or an Approved Distribution Guarantor as per Article A417(b). An Approved Guarantor under Sideletter No. 2 shall sign the Standard Form Guarantee Letter No. 1 or 2 and an Approved Distribution Guarantor under Article A417(b) shall sign the Distribution Guarantee in Appendix T.

**R202** Terms of engagement and Use for all New Media Productions that meet the criteria set out in R201, other than High Budget SVOD Productions (defined in Article R203 below), may be negotiated by UBCP and the Producer.

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**R203** High Budget SVOD Production means an original or derivative dramatic New Media Production made for initial exhibition on a subscription consumer pay New Media platform (such as Netflix) that meets the following criteria (hereinafter “High Budget SVOD Productions”):

Length of Production as Initially Exhibited*	“High Budget” Threshold
20–35 minutes	\$1,475,000 and above
36-65 minutes	\$2,825,000 and above
66 minutes or more	\$3,400,000 and above

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

### **R204 Use Fees**

The Producer of a High Budget SVOD Production may elect one (1) of the following options at the time of production:

(a) **New Media Use Prepayment Option**

The Producer may acquire unrestricted New Media Use rights (A357(a)(viii)) for a period of five (5) consecutive years beyond the New Media Declared Use period, for one hundred five percent (105%) of Net Fees. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers’ Net Fees. Following the prepayment period, Performers shall be paid Use Fees in the aggregate of three and six-tenths percent (3.6%) of DGR for all subsequent New Media exploitation. The Producer may, prior to conventional Use of the High Budget SVOD Production, elect to pay one (1) of the following:

- (i) The traditional Advance option set out in Article C401;
- (ii) One hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101 (Distribution Rights), excluding Theatrical and New Media, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period, as applicable, upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, as applicable, the Producer will pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program in media other than Theatrical and New Media. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g);
- (iii) Three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the three and six-tenths percent (3.6%) DGR option shall be subject to UBCP's consent.\* A Producer desiring to utilize this option shall so notify UBCP.

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(b) **All Uses Prepayment Option**

The Producer may elect to pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay three and six-tenths percent (3.6%) of DGR with respect to subsequent exploitation of the Program in media other than Theatrical. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the High Budget SVOD Production by making payments pursuant to Article C301(g).

(c) **Advance Option**

The Producer may elect to pay an Advance as set out in Article C401 against all Uses listed in Article A357(a)(i)-(viii).

(d) **Individual Use Option**

The Producer may elect to make individual payments pursuant to Article C2.

### R3 - RETROSPECTIVE APPLICATION

**R301** To the extent that additional consent is necessary, if requested by the Producer, UBCP agrees to use diligence in order to secure the consent of Performers appearing in Productions made under previous BCMPAs to apply the terms of Option 1 or Option 2, as applicable, to the Use of those existing Productions in all New Media, as that term is defined in the 2018 BCMPA. UBCP agrees that the BCMPA shall not bar such retrospective application. By paying three and six-tenths percent (3.6%) of DGR, the Producer may use Productions produced under a predecessor BCMPA in all New Media.