

**MEMORANDUM OF AGREEMENT AS OF THIS 14th DAY OF NOVEMBER 2018 BETWEEN THE ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS (“ACTRA”), THE CANADIAN MEDIA PRODUCERS ASSOCIATION (THE “CMPA”) AND L’ASSOCIATION QUEBECOISE DE LA PRODUCTION MEDIATIQUE (THE “AQPM”, COLLECTIVELY WITH THE CMPA, THE “ASSOCIATIONS”, COLLECTIVELY WITH ACTRA AND THE CMPA, THE “PARTIES”) IN CONNECTION WITH CHANGES TO THE INDEPENDENT PRODUCTION AGREEMENT (THE “AGREEMENT”)**

This Memorandum of Agreement reflects the complete understanding reached between the Parties. As soon as practicable and subject to ratification as per the practices of the Parties, this Memorandum of Agreement (and any Appendices) will be reduced to formal contract language, where necessary, for inclusion into the 2019-2021 Agreement.

All of the provisions of the Agreement between the Parties expiring December 31, 2018 are renewed and/or modified subject to the following:

**1. General Fee Increase and Term**

This Agreement will become effective on January 1, 2019, or the date of full ratification by ACTRA, the CMPA and the AQPM, whichever is later, and remain in effect until, and including, December 31, 2021

General Fee Increase (**3%**) effective on January 1, 2019 (or date of full ratification); (**3%**) effective January 1, 2020; and three percent (**3%**) effective January 1, 2021.

The above General Fee Increase shall not apply to Stunt Coordinators. The Parties agree that the rate increase for Stunt Coordinators shall be: (**5%**) effective on January 1, 2019 (or date of full ratification); (**3%**) on January 1, 2020, and three percent (**3%**) effective January 1, 2021.

**2. A108 – General Provisions**

(a) to (e) and (g) to (h) stet

(f) **Gender and Number**

Where the context so requires, ~~the feminine~~ references to any gender shall include all genders, the masculine or neuter, and the masculine or neuter the feminine and the singular shall include the plural and the plural the singular.

### 3. A445 – Use

- (a) *Status quo*
- (b) The following uses that occur pursuant to and during the term of any Television (Network, Syndicated, Cable, Pay and Educational) licence shall be considered part of Television Use:
  - (i) Availability of the Production for linear streaming simultaneous with television exhibition (including on a virtual multichannel video programming distributor (“vMVPD”); and
  - (ii) Availability of the Production on any free-to-consumer platform (e.g., non-simultaneous viewing when the consumer does not pay a specific fee to view the Production, such as on Globaltv.com, ~~HBOGo, Showtime Anytime~~); and
  - (iii) Availability of the Production on any CRTC-licensed video-on-demand (“VOD”) service or VOD service of a multichannel video programming distributor (“MVPD” (including a vMVPD)) or any similar service that currently exists or may hereafter be developed for which the consumer is not required to pay a separate charge to access to that service.

For clarity, any ~~use~~ Use by a licensee of a Production on any of the platforms set out above (linear streaming platform, free-to-consumer platform, MVPD, vMVPD, ~~or~~ AVOD service, or CRTC-licensed VOD service) when the licensee does not also have the right to exhibit the Production on Television (Network, Syndicated, Cable, Pay and Educational) is considered an exercise of New Media Use rights.

- (c) When a Pay Television service (such as HBO or Showtime) also provides to its subscribers, without an additional subscription fee, the ability to access such service via an over-the-top (“OTT”) method of delivery (such as HBO Go or Showtime Anytime), the availability of a Production so delivered shall be considered part of Pay Television Use.

Likewise, when a Pay Television service can only be accessed OTT (such as HBO Now or the OTT subscription service of Showtime), the availability of a Production so delivered shall be considered part of Pay Television Use.

### 4. A502 – Equal Opportunity Policy

- (a) The Producer will not discriminate against any Performer, including any Background Performer, because of age, ancestry, race, sex, citizenship, creed, colour, sexual orientation, gender identity, gender expression, disability, ~~or~~ ethnic origin, national origin, place of origin, marital status, or family status, as prohibited by law. 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, ancestry, race, sex, citizenship, creed, colour, sexual orientation, gender identity, gender expression, disability, ~~or~~ ethnic origin, national origin, place of origin, marital status, or family status. 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.

(b) All Roles in a Production shall be open to all Performers regardless of age, ancestry, sex, citizenship, race, creed, colour, sexual orientation, gender identity, gender expression, disability, ~~or~~ ethnic origin, national origin, place of origin, marital status or family status, except those Roles that may be restricted because of specific requirements. In initiating casting sessions, Producers shall indicate, as known, those Roles that are so restricted.

(c) to (d) stet

## 5. **A503 Freedom from ~~Personal~~ Discrimination and Harassment**

ACTRA, the Associations, and the Producer (the “Parties”) agree that everyone should be able to work without fear of harassment or violence, in a safe and healthy environment. The Parties further agree to work cooperatively with each other so that the principles of this section are honoured.

(a) The Producer shall use its best efforts to maintain a working environment that is free from discrimination, harassment (which includes sexual, racial, or personal harassment), and violence. To that end, the Producer shall comply with all applicable obligations pursuant to human rights and health and safety legislation.

(b) For the purposes of this Article, sexual harassment includes without limitation, behaviour such as:

- (i) ~~sexual attention~~ unwanted sexual attention conduct, or a course of conduct, of a sexual persistent or abusive nature made by a person who knows or ought reasonably to have known that such ~~attention~~ conduct is unwanted;
- (ii) implied or expressed promise of reward for complying with a sexually oriented request;

- (iii) implied or expressed threat of reprisal, in the form of either actual reprisal or denial of opportunity, for refusal to comply with a sexually oriented request; and
- (iv) sexually oriented remarks and behaviour that may reasonably be perceived to create a negative psychological and/or emotional environment for work.

(c) – (d) Status quo

(e) When a Performer believes that this Article has been breached in any way, the Performer shall immediately inform the Producer or its designated representative, either directly or with the assistance of the ACTRA representative, of the unwelcome or offensive comment or conduct. ~~If so informed, the ACTRA representative shall immediately make the complaint known to a representative of the Producer.~~ When authorized by the complainant, the ACTRA representative shall, without delay, make the complaint known to a representative of the Producer. ACTRA will refer the complainant to the Producer's harassment policies and encourage the complainant to notify the Producer. In any event, ACTRA will request permission to notify the Producer of the complaint. The Performer may at his or her discretion make his or her disapproval known to the individual whose conduct is in question. The Producer shall take immediate steps to investigate ~~the a~~ complaint brought to its attention in as discreet and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated this Article.

(f) Status quo

(g) The Producer will develop a statement on anti-harassment and violence prevention which will be communicated to the cast and crew prior to or on the first day of work or production and the Producer shall make a copy of its policy available to Performers and/or ACTRA upon request. The Producer shall be deemed to have developed such statement where the statement replicates the language of paragraphs (a) to (f) of this Article.

(h) – (i) Status quo

## 5. **A524**

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 equivalent workplace accident/injury insurance coverage. A summary of such coverage shall be provided to the Performer upon the Performer's request to the Producer.

## 6. A609 – Performer Residency

(a) – (d) Status quo

(e) **Bulletin** ACTRA and the Associations shall issue the following bulletin to their ~~its~~ members on a semi-annual basis. It is understood that the documents ~~are~~ required ~~ments~~ for establishing residency may change from time to time. ~~In the event, and as such, the Parties agree to modify the bulletin accordingly, and ACTRA agrees to issue the modified bulletin to its members as soon as practicable thereafter;~~

On request by a Producer, Performers are required to provide documentation sufficient to prove the Performer's residency to enable the Producer's receipt of tax credits/ and or grants.

The Canada Revenue Agency ("CRA") has published new guidelines regarding the documents it deems acceptable to satisfy proof-of-residency requirements in order for a production to qualify for these incentives. Specifically, the Guidelines provide that residency may be established by providing a copy of:

1) One of:

- a. A notice of Assessment (T1) indicating that the individual is a Resident of Canada/the applicable province for the relevant tax year;
- b. A letter from the CRA giving an opinion of the individual's resident status for the relevant years, after the individual has completed a Determination of Residency Status form; or
- c. A long-term (one year or greater) lease or proof of purchase of a Canadian dwelling with a utility bill or cellphone bill showing the individual lives at the applicable Canadian address; or

2) Three of:

- a. The last tax return filed in the country of origin and/or any document filed with the foreign tax authority in which the individual has declared that they are no longer a resident;
- b. A short-term (less than a year) lease agreement or letter from a landlord supporting a rental agreement;
- c. A provincial health card\* and/or services card for the individual, their spouse and/or dependent (\*not applicable in Ontario);

- d. A driver's license or vehicle registration from the relevant province (counts as 2 of the 3);
- e. Document(s) supporting professional association or union membership in Canada; or
- f. Statements of accounts (for example: bank accounts, retirement savings plan, credit cards, securities accounts) from a Canadian branch of a financial institutions.

If you are engaged through a loan-out corporation, you may be asked to provide to the Producer the loan-out corporation's most recent Notice of Assessment as well as the most recent Schedule 50 indicating whether the loan-out corporation has single or multiple shareholders. If the loan-out corporation is newly-formed and has not yet filed tax returns, you may be asked to provide a Shareholder Register.

Other relevant taxing authorities may require certain documents that differ from the above list to establish eligibility for tax credits or other incentives.

These Guidelines should be reviewed to ensure that the documents being requested and produced are sufficient to establish residency.

#### **NOTICE REGARDING PERFORMER RESIDENCY DOCUMENTATION**

~~As you know, Producers often apply for tax credits and/or grants available to them under provincial and federal programs. ACTRA has pledged its cooperation with those Producers to ensure that they receive residency information from the Performers who work under the Independent Production Agreement sufficient to meet the requirements for receipt of those tax credits and/or grants. To that end, we are writing to advise you of the documents that a Producer may request that you supply. For Performers, these documents must be provided to the Producer at the time of negotiation of your contract of engagement. For Background Performers, these documents must be provided by your call time on your first day of engagement. You may be required to provide to the Producer a declaration of residency, a provincial driver's licence and one or more of the following documents as proof of residency:~~

- ~~1) a Notice of Assessment;~~
- ~~2) a mortgage, rental or lease agreement with rent receipts;~~
- ~~3) utility bills;~~
- ~~4) a property tax notice;~~
- ~~5) a Motor Vehicle Registration; or~~

~~6) an insurance policy covering a Canadian residence.~~

~~If you are engaged through a loan-out corporation, you may be asked to provide to the Producer the loan-out corporation's most recent Notice of Assessment as well as the most recent Schedule 50 indicating whether the loan-out corporation has single or multiple shareholders. If the loan-out corporation is newly formed and has not yet filed tax returns, you may be asked to provide a Shareholder Register.~~

## 7. **A701 – Preferential Engagement of ACTRA Members**

- (c) Subject to the other provisions of this Article, when a work permit is issued to a Performer who is not a Canadian citizen or ~~landed immigrant~~ permanent resident and not a member of ACTRA, the fee for such work permit shall be \$225.00 for the first week and \$175.00 for each subsequent week of recorded performance for which the non- Canadian Performer is engaged. This subsection (c) shall apply to Series on the understanding that work permit fees shall be payable solely on a weekly basis, without regard to the number of Episodes in which a Performer is engaged to perform during any given week.

## 8. **A1201 – Overtime**

Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate, and in excess of twelve (12) hours at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of ~~one quarter (1/4) hour~~ one-tenth (1/10) of an hour or less may be paid in ~~quarter hour~~ one-tenth (1/10) hour units at the pro-rated rate.

## 9. **A1405 – Meals**

Where the exigencies of production make it necessary and the Performers agree to work during the meal period, each Performer shall be compensated at the applicable minimum hourly overtime rate (calculated in ~~quarter [1/4] hour~~ one-tenth (1/10) hour units) in addition to the applicable payment for the period being worked, until the meal period is provided. The meal period shall be provided at the earliest time possible thereafter. Completion of the shot shall not be considered a breach of this Article.

## 10. **A1406 – Plateau Continu**

Each Producer, ~~with twenty-hour (24) hours' notice to ACTRA,~~ may institute a "plateau continu" system, which consists of:

- (a)– (d) status quo.

(e) When a Producer determines in advance of a production day to institute a “plateau continu” system, Performers working under this system will be so advised.

**11. A1703 – Travel Time**

Travel time shall be paid at no less than the minimum hourly rate in ~~quarter (¼) hour~~ one-tenth (1/10) hour units to a maximum of eight (8) hours in any twenty-four (24) hour period, except if a Performer is paid for work time on the travel day and the combined work and travel time for that day does not exceed eight (8) hours.

**12. A1704 – Kilometre Allowance**

(b) a per-kilometre allowance ~~equal to the Canadian Automobile Association national average as of the first day of the calendar quarter preceding the first day of principal photography (see the CAA Website at www.caa.ca)~~ of fifty-five cents (\$0.55) if the Performer is required to use the Performer’s own automobile;

**13. A1910 – Weather Cancellation**

When the Performer’s scheduled day is cancelled because of weather at any time up to and including the scheduled Call, the following shall apply:

- (a) if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer’s Contracted Fee, or
- (b) if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall ~~be paid an additional fifty percent (50%)~~ not be entitled to any additional payment of the Contracted Fee for such rescheduled day, or
- (c) if the cancelled day is rescheduled for a day on which the Performer has a prior Booking, the Producer shall
  - (i) excuse the Performer so that the Performer may fulfill the previous commitment, or
  - (ii) compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.

**14. A2001 – Dressing Room and Sanitary Provisions**

The Producer shall provide the following facilities: ~~Performers may refuse to commence work at any set or location where the Producer fails to provide the following facilities:~~

- (i) to (vii) stet

(b) to (c) stet

(d) With respect to the dressing room facilities described in subparagraphs (a)(iv) and (v) above, Performers who do not identify as male or female may request special accommodations.

## 15. Article A24 – Nude Scenes

Where the requirements of a Role involve nudity, the following conditions, which are intended to ensure that Performers have adequate notice of what is expected and an opportunity to provide meaningful consent, and that measures are in place to ensure their safety and protect against abuse, apply:

## 16. A2401 – Auditions

(a) Status quo

(b) No Performer shall be required to appear nude or semi-nude until after having been Auditioned as a Performer (i.e., as an Actor, Singer, Dancer, etc.) and in any case shall not be required to disrobe in whole or in part at the first Audition. No Performer will be required to provide a nude photo for a first Audition.

(c) Status quo

(d) When a callback Audition requires nudity or semi-nudity, the Performer shall be notified ~~of this requirement~~ and provided with as much information as possible of what is required in advance.

(e) ~~The nude or semi-nude~~ A callback Audition may be held ~~will be~~ for the sole purpose of viewing the Performer's body. Performers shall not be required to perform in the nude or semi-nude at the Audition.

(f) Such callback Auditions will be closed and will be limited to only the necessary number of persons, up to a maximum of five (5) persons who, it must be demonstrated, have a direct professional or artistic relationship to the Production and to the particular Audition. No other persons will be permitted to observe the Auditions through the use of monitors or by any other device that allows observation without being present. If requested by the Performer, A representative of ACTRA and/or the Performer's personal representative may be present in addition to the maximum five (5) Producer's representatives.

(g) – (i) Status quo

17. **A2402 Contracts**

- (a) A full, true and complete disclosure of the specific requirements regarding nude, semi-nude, or love scenes of any kind, in the form of a detailed description, shall form an attachment to the Performer's written contract. Such attachment must include:
- (i) the maximum amount of nudity required;
  - (ii) the nature of attire (e.g., see-through clothing, etc.)
  - (iii) the nature of the simulated sexual activity, or other activities to be performed while the Performer is nude or semi-nude; and
  - (iv) any other relevant information pertaining to the scene that may reasonably be expected to give a full, true and complete disclosure of ~~the nudity~~ what is required.
- [Remainder of (a) Status Quo]

(b) – (d) Status quo

18. **A2708 – Presence of Parent** – Amend Article A2708 as follows:

- (a) A Parent of a Minor under 16 years of age must be at the studio or the location and accessible to the Minor at all times, and shall have the right, subject to filming requirements, to be within sight and sound of the Minor, when a Minor is on set and must accompany the Minor to and from the set or location, and shall have the right to accompany the Minor on hair, makeup, and wardrobe calls, if the space can accommodate the Parent, and provided that the Parent is not disruptive.

(b) to (e) stet

19. **A2803 – Audition Recall** – Amend Article A2803 as follows:

When a Performer is required to attend a third (3rd) Audition at which someone with a significant role in the selection of cast for the Production is not present, or a subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$77.00/ \$78.50/ \$80.00 for each hour or part thereof. When self tapes are required by the Producer, the self tape is considered a first audition or audition recall for the purposes of this Article.

20. **A2809 – Audition Environment** – Amend Article A2809 as follows:

The Producer shall take reasonable and concrete steps to ensure that proper Audition facilities are used when auditioning Performers, including but not limited to a closed

Audition space with proper lighting and adequate acoustic insulation to ensure the Performers' privacy, as well as washrooms that are cleaned regularly. No Audition or meetings shall be conducted in private hotel rooms or residences where the Performer is alone with a representative of production.

21. **A3804 – Maximum Contributions** – *The Parties agree to amend the second bullet point in Article A3804 to provide that effective January 1, 2020 the maximum contribution pursuant to Article A3802 shall increase to \$8,300.00 exclusively for Performers subject to a Series Option pursuant to Article A29 and contracted on or after January 1, 2020.*

22. **C301 – Preference of Engagement**

(a) to (c) stet

(d) Where Full Members of ACTRA are unavailable, the Producer shall first offer engagement to ACTRA Apprentice Members who are suitable for the engagement and who indicate that they are prepared to accept such engagement, secondly, offer the engagement to suitable ACTRA Additional Background Performer Members (AABP) who indicate that they are prepared to accept the engagement, and only then to non-members.

23. **C401 – Booking and Upgrades**

(a) Upon Booking, Background Performers shall be given specific notice of the wardrobe requirements, date, time, and place of production and category of Background Performer work and, where known, prior notice in respect of night shoots and the use of rain towers, if known.

(b) If a Background Performer is not provided with specific notice of work described in (a) above upon Booking and there is a bona fide health reason why the Background performer is unable to perform duties that require work described in (a) above, the Background Performer shall have the right to refuse such work and receive four (4) hours of pay or compensation for actual time worked, whichever is greater. Failure to notify a Background Performer of work described in (a) above shall not however limit the Producer's right to require that Background Performer to do other Background performer work, in lieu thereof, if such other Background work exists.

[Existing (b) and (c) renumbered, otherwise Status quo]

**24. C408 – Provision of Specialized Items**

When a Background Performer is required to provide an automobile, another form of vehicular transportation, specialized equipment (e.g. scuba diving equipment), or an animal for use on camera by the Production, the Background Performer shall receive additional compensation of not less than ~~\$35.00~~ 40.00 per day.

**25. C501 – Number of ACTRA Members and Permittees**

- (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-one (21) ACTRA members, or twenty-two (22) ACTRA members, or twenty-six (26) twenty-seven (27) 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) ~~Sixteen (16) seventeen (17) ACTRA members~~ for any purely Canadian dramatic content Production (i.e. that would qualify as 10/10 in Toronto, Montreal or Vancouver, or for purely Canadian dramatic content Production with Budget consistent with CIPIP thresholds, ~~eleven (11) twelve (12) ACTRA members, or~~

(iii) ~~Eleven (11) twelve (12) ACTRA members~~ for any Production outside of Toronto, Montreal or Vancouver.

to work on a Production on the same day, the Producer may hire any additional number of persons to perform work normally performed by ACTRA members (subject to Article C304) on that day. The minimum shall exclude Stand-Ins, Photo Doubles and two (2) non-member Special Skill Background Performers.

- (b) In respect of television Series, the Producer shall elect, prior to the commencement of each season, either of the following two options:

(i) a Producer will not be required to comply with Article C501(a), but rather shall be required to engage only a maximum of ~~twenty-one (21) twenty-two (22)~~ ACTRA members for any Production in Toronto and to maintain the weekly rate for Stand-Ins on the understanding that all Background Performers shall be compensated on a per Episode basis,

or

(ii) a Producer shall comply with the provisions of Article C501(a) on the understanding that the minimum fees for Background Performers shall be only the applicable daily rate, regardless of the number of Episodes, except in Toronto where, for the purposes of this C501(b) and notwithstanding C501 (a),

the maximum required number of ACTRA member Background Performers shall be ~~thirty-one (31)~~ thirty-two (32).

**26. C503 – Additional Background Performers**

There will be no permit fee required for additional Background Performers, ~~and they who~~ will be paid at a rate to be negotiated between the Producer and such Background Performers. Such rate shall not be less than ~~\$12.25 per hour, effective January 1, 2016; \$12.50 per hour, effective January 1, 2017; and \$12.75 per hour, effective January 1, 2018~~ the greater of \$13.00 per hour, effective January 1, 2019; \$13.25 per hour, effective January 1, 2020; and \$13.50 per hour, effective January 1, 2021, or the general minimum wage prescribed by employment standards legislation applicable in the jurisdiction in which the engagement occurs.

**27. D110 – Additional Dialogue Replacement (ADR)**

Animation Performers may be recalled for the purposes of correcting or replacing the original performance given in a regular Session (ADR). The rates for ADR where it occurs in other than a regularly scheduled Session are as follows:

*[Chart Status Quo, subject to general wage increase]*

Time in excess of the Session Fee shall be at the applicable hourly rate provided for in Articles D103 or D105. No Use fee payments are applicable to ADR.

With regard to animation productions which include Cast Songs – Singing sessions scheduled outside of Regular Episode Sessions are not to be contracted under this Article. Such Sessions are considered an Additional Days of work, and must be contracted under Article D103 or D105 whichever is applicable to the production.

**28. D111 - Use Payment Options**

Performers working under the provisions of Part D shall be entitled to Use fees as provided for in Articles B3 to B5. However, an additional Prepayment Options to those outlined in Article B501(a) or (b) shall be available for Producers engaging Performers working under the provisions of Part D, as follows:

- (a) **Conventional Use Ten (10) Year Prepayment Option** The Producer may acquire unrestricted Use rights in all media throughout the world, excluding New Media, for a period of ten (10) consecutive years from the date of first exploitation release in

any conventional Residual Market, for two hundred (200%) of Net Fees for Animation Productions; ~~or~~

- (b) **All Uses Ten (10) Year Prepayment Option** The Producer may acquire unrestricted Use rights in all media throughout the world, including New Media, for a period of ten (10) consecutive years from the date of first exploitation release in any Residual Market, for two hundred and five percent (205%) of Net Fees for Animation Productions;
- (c) **Conventional Use Rights in Perpetuity, Excluding Theatrical Option** The Producer may acquire unrestricted Use rights in all media throughout the world, excluding Theatrical and New Media, in perpetuity for two hundred percent (200%) of Net Fees for Animation Productions. If a Producer that makes a prepayment pursuant to this article D111(c) subsequently makes a Theatrical Use of the Animation Production, the Producer shall pay the amount of three and six-tenths percent (3.6%) of Distributor's Gross Revenue as a separate revenue stream from first dollar for such Theatrical Use;
- (d) **All Use Rights in Perpetuity, Excluding Theatrical Option** The Producer may acquire unrestricted Use rights in all media throughout the world, including New Media, but excluding Theatrical, in perpetuity for two hundred five percent (205%) of Net Fees for Animation Productions. If a Producer that makes a prepayment pursuant to this article D111(d) subsequently makes a Theatrical Use of the Animation Production, the Producer shall pay the amount of three and six-tenths percent (3.6%) of Distributor's Gross Revenue as a separate revenue stream from first dollar for such Theatrical Use;
- (e) **Conventional Use in Perpetuity Prepayment Option** The Producer may acquire unrestricted Use rights in all media throughout the world, excluding New Media, in perpetuity upon prepayment of two hundred fifteen percent (215%) of Net Fees for Animation Productions of sixty (60) minutes or less in length or two hundred thirty-five percent (235%) of Net Fees for Animation Productions of greater than sixty (60) minutes in length; or
- (f) **All Uses in Perpetuity Prepayment Option** The Producer may acquire unrestricted Use rights in all media throughout the world, including New Media, in perpetuity upon prepayment of two hundred twenty percent (220%) of Net Fees for Animation Productions of sixty (60) minutes or less in length or two hundred forty percent (240%) of Net Fees for Animation Productions of greater than sixty (60) minutes in length.

Producer shall declare and specify the prepayment in the individual contract of the Performer. The prepayment must be paid to Performers at the time of production.

29. **E106 – Minimum Fees – Live Action** – Amend Article E106, as follows, and make corresponding changes to Articles B301 and B504:

Tier A	Over \$12,000.00 per minute	No discount, and IPA terms and conditions except for the determination of Use fees, which are set out in section E108 below
Tier B	Over <del>\$10,000.00</del> <u>10,250.00</u> to \$12,000.00 per minute	No discount*
Tier C	Over <del>\$7,500.00</del> <u>7,750.00</u> to <del>\$10,000.00</del> <u>10,250.00</u> per minute	25% discount if only one non-Canadian Performer engaged, or no discount if more than one non-Canadian Performer engaged*
Tier D	\$0.00 to <del>\$7,500.00</del> <u>7,750.00</u> per minute	35% discount if only one non-Canadian Performer engaged, or no discount if more than one non-Canadian Performer engaged*

## Appendix 30 – Letter of Understanding Regarding Working Conditions

Add:

(26) provision of wardrobe racks in Background holding areas to hang Performers' clothing;

(27) inclusion of Background Performers in Safety Meetings for scenes in which they are involved;

(28) daily callsheet posted in Background holding areas; and

(29) provision of sufficient space in Background holding areas to avoid overcrowding.

*Change all numbering in Appendix to numerals.*

## Appendix 37

### APPENDIX 37

#### “LETTER OF UNDERSTANDING: FATIGUE SIDE LETTER

#### Letter of Understanding

between

The Alliance of Canadian Cinema, Television and Radio Artists  
(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique  
(hereinafter “CMPA/AQPM”)

During the 2018 negotiations, ACTRA approached the CMPA and AQPM with concerns regarding Performer fatigue. Specifically, ACTRA expressed concern that it may not be safe for Performers who are experiencing fatigue to drive home after an extended work day.

The following are some symptoms of fatigue:

- Difficulty concentrating and focusing
- Slower reaction times

- Momentary lapse of attention
- Diminished steering performance while driving

The CMPA and AQPM reaffirm their commitment to the safety of Performers. To that end, they endorse the following guidelines, which set forth common sense measures to be considered when extended work days are necessary:

1. When an extended work day is necessary, the need for same shall be identified as far in advance as possible so that appropriate planning may occur.
2. Any Performer who believes that they are too tired to drive safely should notify an authorized representative of the Producer before attempting to leave the set. Such request should be made for safety reasons and not for convenience. In that event, the Producer will find alternative means of transportation or provide a rest area or hotel room. Such request may be made without fear of reprisal and will not affect any future engagement opportunities.
3. When an extended work day is necessary, appropriate beverages, such as water and caffeinated beverages, and easily metabolized foods or protein-based snacks should be consumed by Performers to maintain energy and alertness levels.
4. Performers should take steps to improve their quality of sleep as identified by the Canadian Centre for Occupational Health and Safety (CCOHS) OSH Fatigue Fact Sheet.

To ensure that Producers are informed of the terms of this bulletin, the CMPA and AQPM will undertake to distribute this bulletin periodically to those member companies producing under this Agreement. To ensure that Performers are informed of the terms of this bulletin, ACTRA will undertake to distribute this bulletin periodically to those members working under this Agreement. In addition, should any question arise with regards to these guidelines, ACTRA should contact labour relations or a representative of the CMPA or AQPM, as applicable.”

## Appendix 38

### APPENDIX 38

#### LETTER OF UNDERSTANDING: COOPERATION AND PREVENTATIVE MEASURES

#### Letter of Understanding

between

The Alliance of Canadian Cinema, Television and Radio Artists

(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique  
(hereinafter “CMPA/AQPM”)

ACTRA and the Associations shall endeavour to cooperate during the term of the 20XX-20XX Agreement on measures to prevent harassment, including training, adopting codes of conduct, and providing information on industry health and safety guidelines, hotlines and other support services.

## **Appendix 39**

### **APPENDIX 39**

#### **Letter of Understanding**

#### **JOINT BULLETIN ON CONSENT BASED INTERACTIONS**

between

The Alliance of Canadian Cinema, Television and Radio Artists  
(hereinafter “ACTRA”)

and

The Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique  
(hereinafter “CMPA/AQPM”)

ACTRA, the CMPA and the AQPM agreed during 2018 negotiations to issue a Joint Bulletin on consent based interactions.

**Consent Based Interactions – Bulletin** *The Parties shall distribute the following bulletin to their members*

“Joint Bulletin on Consent Based Interactions”

“During the 2018 negotiations, ACTRA approached the CMPA and the AQPM regarding harassment prevention and measures to maintain respectful workplaces. The Parties agreed to issue this bulletin to confirm their continued commitment to addressing these issues.

ACTRA, the CMPA and AQPM affirm their commitment to maintaining workplaces that are free from harassment, including sexual harassment.

To this end, everyone is expected to conduct themselves in a professional and respectful manner. Consent helps to foster a professional and respectful work environment when work requires bodily contact, which may include, but is not limited to, styling hair, applying make-up, placing a microphone on a Performer’s body, fitting for wardrobe, working in a harness, blocking and lighting.

Producers will ensure there is a workplace harassment policy in place and a procedure for reporting harassment, and that all cast and crew are aware of the policy and procedure.

Performers who believe that they have been subjected to workplace harassment, including sexual harassment are to report complaints in accordance with the applicable Producer policy. Performers may consult with ACTRA throughout the complaint process.

ACTRA and the CMPA are proud signatories to the Canadian Creative Industries Code of Conduct. ACTRA and AQPM are proud signatories to the Code of Conduct Against Harassment and Violence in the Cultural Environment in Quebec.”

## Appendix 40

### APPENDIX 40

#### **Food**

*The Parties shall distribute the following bulletin to their members, and add this bulletin as a new Appendix 40 to the Agreement:*

“During the 2018 negotiations, ACTRA approached the CMPA and the AQPM with concerns regarding Minor Performers with food-related allergies. The Parties agreed to issue this bulletin to encourage Producers and the Parents or Guardians of Minors to work together, as appropriate, to address such issues.

ACTRA, the CMPA and the AQPM encourage the Parents or Guardians of Minor Performers with food related allergies to notify the Producer of those allergies prior to

the Minor’s first day of work, so that the Parents or Guardians and Producer may work together to address any particular needs.”

## **Appendix 41**

### **Appendix 41**

Letter of Understanding

Between

The Alliance of Canadian Cinema, Television and Radio Artists

(hereinafter ‘ACTRA’)

and

The Canadian Media Producers Association and Association Québécoise de la Production Médiatique

(hereinafter ‘CMPA/AQPM’)

“During the 2018 negotiations, ACTRA asserted that additional protections should be implemented when Performers are engaged in scenes involving nudity, semi-nudity, simulated sexual activity and/or love scenes.

“The Parties agreed to establish a committee consisting of an equal number of representatives of ACTRA and the Associations to discuss this matter and the manner in which any such protections may be implemented.

“The Committee shall meet two (2) times per year, with the first meeting taking place no later than March 31, 2019.”

## **Appendix 42**

### **APPENDIX 40**

#### **Background Minimum Rate**

The Parties agree that the reference to employment standards legislation in section C503 is for the sole purpose of establishing a minimum rate for the services of additional Background Performers, without prejudice to the respective positions of ACTRA and the Associations as to the applicability of said legislation.

**“LETTER OF UNDERSTANDING:  
PRODUCTIONS MADE FOR EXHIBITION SOLELY ON A PAY TELEVISION SERVICE  
WHICH CAN BE ACCESSED OVER-THE-TOP**

**Letter of Understanding**

Between

“The Alliance of Canadian Cinema, Television and Radio Artists

(hereinafter ‘ACTRA’)

and

The Canadian Media Producers Association and  
Association Québécoise de la Production Médiatique

(hereinafter ‘CMPA/AQPM’)

“During the 2018 negotiations, ACTRA and the CMPA/AQPM agreed that should a Production be made for exhibition solely on a Pay Television service that can only be accessed over-the-top, and which is not available to those who receive the conventional Pay Television service, they will discuss the appropriate treatment of such Production.”

**Housekeeping –**

- (i) *Article A108(d) and Appendix 20, Article 108(c): Update the CMPA’s office address.*
- (ii) *Article 3701 (c): Clarify the inability to reduce, waive or otherwise vary the Producer’s obligations under this article absent the CMPA’s express written consent.*
- (iii) *B503 and B505: Correct reference to B501(b) to read B501(c).*
- (iv) *Change all references of “Steward” to “Business Representative”*

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

Entered into this 14th day of November 2018.

**For ACTRA:**

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**For CMPA:**

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**For AQPM:**

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## Appendix 1

**ADDENDUM TO THE MEMORANDUM OF AGREEMENT, EXECUTED NOVEMBER 14, 2018 (THE “MOA”) BETWEEN THE ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS (“ACTRA”), THE CANADIAN MEDIA PRODUCERS ASSOCIATION (THE “CMPA”) AND L’ASSOCIATION QUEBÉCOISE DE LA PRODUCTION MÉDIATIQUE (THE “AQPM”, COLLECTIVELY WITH THE CMPA, THE “ASSOCIATIONS”, COLLECTIVELY WITH ACTRA AND THE CMPA, THE “PARTIES”) IN CONNECTION WITH CHANGES TO THE INDEPENDENT PRODUCTION AGREEMENT (THE “AGREEMENT”)**

1. The Parties agree that this Addendum shall be appended, as “Appendix 1”, to and form a part of the MOA.
2. The Parties agree to modify the Agreement by adding Appendix X, as follows:

### **APPENDIX X**

#### **LETTER OF UNDERSTANDING: COOPERATION AND PREVENTATIVE MEASURES**

##### **Letter of Understanding**

between

The Alliance of Canadian Cinema, Television and Radio Artists  
(hereinafter “ACTRA”)

and

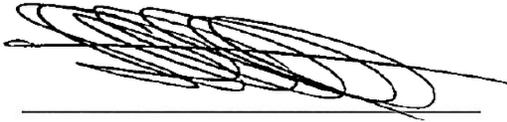
The Canadian Media Producers Association and  
Association Québécoise de la Production Médiaque  
(hereinafter “CMPA/AQPM”)

ACTRA and the Associations shall endeavour to cooperate during the term of the 20XX-20XX Agreement on measures to prevent harassment, including training, adopting codes of conduct, and providing information on industry health and safety guidelines, hotlines and other support services.

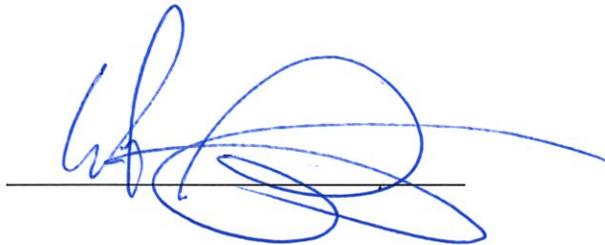
3. The Parties agree that this Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Entered into this 20 day of November 2018.

**For ACTRA:**



**For CMPA:**



**For AQPM:**

