

April 1, 2021

**Memorandum of Agreement for the 2021-2024 Union of British Columbia Performers
British Columbia Master Production Agreement**

This Memorandum of Agreement is entered into between the Union of British Columbia Performers, the British Columbia Branch of ACTRA (the "Union"), on the one hand, and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers and the Canadian Media Producers Association - BC Producers Branch (collectively known as the "Negotiating Producers"), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement does not set forth contract language, except where the context clearly indicates otherwise.

The provisions of this Memorandum of Agreement modify the provisions of the 2018-2021 Union of British Columbia Performers British Columbia Master Production Agreement (hereinafter "the BCMPA"). All of the provisions of the 2018-2021 BCMPA shall remain the same unless otherwise specifically changed as noted herein.

Except when another effective date is specified, the provisions herein shall be effective upon ratification by the Union. The Union shall immediately notify the AMPTP and CMPA-BC of the results of the ratification.

1. **Term**

The term of the BCMPA shall be for three (3) years, commencing on April 1, 2021 and terminating on March 31, 2024.

2. **Wage Rates**

Increase wage rates by three percent (3%) effective April 4, 2021, by an additional three percent (3%) effective April 3, 2022 and by an additional three percent (3%) effective April 2, 2023. These increases shall be compounded.

3. **Freedom from Racial, Sexual and Personal Harassment (U-1)**

Modify Article A405 as follows:

“A405 Freedom from Racial, Sexual and Personal Harassment
“The Union and the Producers (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 honored.

“(a) The Producer shall use its best efforts to maintain a working environment that is free from sexual, racial, or personal harassment, violence and discrimination on grounds prohibited by the *BC Human Rights Code* as it may be amended from time to time. Currently, the prohibited grounds include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (which incorporates pregnancy and breast-feeding), sexual orientation, gender identity or expression, and age. To that end, the Producer shall comply with all applicable obligations pursuant to human rights and health and safety legislation.

“(b) *Stet*

“(c) For the purposes of this Article, racial harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, where such comment or conduct shows disrespect or causes humiliation to a Performer because of the Performer’s race, colour, ~~creed~~, ancestry, or place of origin, ~~or ethnic origin~~ and may include:-

“(i) actions or comments that are known or ought reasonably to be known to create an intimidating, demeaning or offensive work environment;

“(ii) actions or comments that may be reasonably perceived to demean, belittle, compromise or cause personal humiliation or embarrassment; and

“(iii) any act of intimidation or threat.”

Stet remainder of Article.

4. **References to Enumerated Grounds in the BC Human Rights Code** (UHK2)

a. *Modify A402 as follows:*

“A402 Policy of Equal Opportunities

“(a) **Non-Discrimination.** The Producer agrees that it shall not

discriminate against or engage in any harassment of any Performer for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (which includes pregnancy and breast-feeding), sexual orientation, gender identity or expression, age, union membership or activity, or any other basis prohibited by applicable federal, provincial, or territorial law.

“(b) The Performer and the Union agree that neither will 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 or national origin~~, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (which incorporates pregnancy and breast-feeding), sexual orientation, gender identity or expression, and age.”

b. *Modify A403 as follows:*

“A403 Affirmative Action

All Roles in a Production shall be open to all Performers regardless of ~~race, colour, ancestry, place of origin, age, sex, race, creed or national~~ political belief, religion, marital status, family status, physical or mental disability, sex (which includes pregnancy and breast-feeding), sexual orientation, gender identity or expression or age except those Roles which may be restricted because of specific requirements. In initiating casting sessions, Producers shall indicate, as known, those Roles which are so restricted.”

5. **Performers with Disabilities** (U-2)

a. *Add a new Article A4XX as follows:*

“A4XX Performers with Disabilities

"Casting or production facilities which are accessible to Performers with disabilities shall be used when such facilities exist and are available. Producer agrees to provide reasonable accommodations for Performers with disabilities in accordance with and to the extent required by the BC Human Rights Code and any other applicable legislation.

"In accordance with and to the extent required by the provisions of any legislation applicable to disability or accessibility, including the BC Human Rights Code, the Producer agrees to provide reasonable

accommodations for hearing-impaired and/or visually impaired performers during interviews, auditions, and any engagement."

- b. The AMPTP and CMPA-BC shall issue the following bulletin:

**"NOTICE TO PRODUCERS REPRESENTED BY THE AMPTP
AND CMPA-BC IN NEGOTIATIONS FOR THE
2021-2024 UBCP MASTER PRODUCTION AGREEMENT:**

"During negotiations for the 2021-2024 UBCP Master Production Agreement, the Union raised concerns about the need for Producers to make reasonable accommodations for Performers with disabilities while at work and during the casting/audition process. In particular, the Union raised concerns about situations in which casting or production facilities were not accessible to Performers with disabilities, as well as situations in which reasonable accommodations were not made for visually and/or hearing-impaired performers during interviews, auditions and engagements.

"As a result, the parties agreed to add a new Article [A4XX] to the 2021-2024 UBCP Master Production Agreement, which requires Producers to use casting or production facilities which are accessible to Performers with disabilities when such facilities exist and are available, as well as an obligation to provide reasonable accommodations for hearing-impaired and/or visually impaired Performers during interviews, auditions, and engagements in accordance with and to the extent required by legislation applicable to disability or accessibility, including the BC Human Rights Code.

"Performers with disabilities are encouraged to advise casting personnel and/or production personnel if they require reasonable accommodations, so that the Producer has an adequate opportunity to make arrangements for reasonable accommodations. In addition, casting personnel should advise production personnel if a Performer with disabilities who requires reasonable accommodations has been cast, so that the production has adequate opportunity to make arrangements for reasonable accommodations.

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

6. **Stunt Doubling** (U-4)

a. *Modify Article A2610 as follows:*

"A2610 Stunt Doubling for Females and Visible Minorities

"Where a Stunt Performer doubles for a role which is identifiable as female or a visible minority, 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. When the Stunt Performer is not so identifiable, the Producer shall use best efforts to increase the employment of women and visible minorities for such Stunts.

"The practice known as 'painting down' is presumptively improper. Any disputes regarding 'painting down' shall be dealt with expeditiously and shall first be a discussion between the Union's Director of Contracts (or designee) and the President of the AMPTP or the Vice President, BC Industrial Relations, of the CMPA-BC (or their respective designees), or the Producer (if not an affiliate of the AMPTP or member of the CMPA-BC), as applicable. The parties will make good faith efforts to resolve the issue; however, if a resolution is not achievable, the Union retains the right to grieve."

b. *Add a new Article A2612 as follows:*

"A2612 Equal Opportunity Stunts

"The Stunt Coordinator shall ensure that equal opportunity for engagement is provided to all qualified and experienced Stunt Performers regardless of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (which incorporates pregnancy and breast-feeding), sexual orientation, gender identity or expression, and age except those roles which may be restricted because of specific requirements."

7. **D202 Stand-ins** (U-5)

Modify Article D202 as follows:

D202 Stand-in means a Performer engaged to replace physically another Performer during set-up period. The Producer shall endeavor to increase the employment of Black and Indigenous Performers and Performers of colour as Stand-ins."

8. **Work Window** (U-6)

Modify Article A2705(b) as follows:

"(b) Work Window

- "(i) The total work time, including meal break, must take place within the following hours:
- no earlier than 5:00 a.m.
 - no later than 10:00 p.m. on evenings preceding a school day.
 - no later than 12:30 a.m. on evenings preceding a non-school day.

"See also Article A2705(e) below regarding rest periods for Minors.

- "(ii) For ~~June, July, & August~~ for Minors not attending school during the regularly scheduled school breaks, such as Spring and Summer breaks:
- no later than 2:00 a.m."

9. **A2706(c) Learning Facility** (U-7)

Modify Article A2706(c) as follows:

"(c) ~~Adequate Area to Teach - Classroom Learning Facility~~ Area for Schoolwork

- "(i) When tutoring is required pursuant to Article A2706(a), the Producer shall be responsible for providing an adequate teaching area that is quiet, clean, heated, and adequately lighted.
- "(ii) The Producer will also be responsible for providing basic school supplies and appropriate furniture including a table and a chair.
- "(ii) When tutoring is not required pursuant to Article A2706(a) and a Minor works on a day that the Minor would normally attend school, the Producer shall, when practicable, provide a designated space that is quiet, clean, heated and adequately lit, with appropriate furniture including a table and a chair, so that the Minor can perform school work during production down time."

10. **A2709 Monies in Trust** (U-8)

Add a new Sideletter to the BCMPA, from the Union to the AMPTP and CMPA-B.C., as follows:

"Re: Monies Held in Trust for Minors in British Columbia

"As you know, the Union identified serious concerns in negotiations with you for renewal of the 2018-2021 BC Master Production Agreement that monies held in trust for Minors in British Columbia were yielding little to no return on years of investment. Pursuant to section 45.14 of Division 2 of the British Columbia Employment Standards Regulation (which is referred to in Article A2709 Monies in Trust) a percentage of wages earned by Minors in BC is remitted to the Public Guardian and Trustee of British Columbia ('PGT'). The specific concern we raised with you was that the cumulative fees charged by the PGT were excessive.

"The Parties, together, formally approached the office of the PGT to discuss these concerns, and the Union has since provided the Ministry of Labour (the department overseeing the administration of the Regulation) a formal submission documenting the issue of concern, requesting the Ministry to amend the Regulation so that Minors employed under the terms and conditions of a collective agreement may opt to have their funds held in trust utilizing legal recognized alternatives to the PGT. This submission has been well received by the Ministry, and we appreciate that the AMPTP and CMPA-BC acknowledge that this issue is both salient and pressing.

"As a result, the Union and the Negotiating Producers agree that, upon the adoption of the anticipated amendments to the BC Employment Standards Regulation, both parties will meet within 30 days to re-open the BCMPA to give good faith consideration to adopting these amendments in our collective agreement."

[Signature blocks omitted.]

11. **A801 Series Options** (U-11)

Modify Article A801 as follows:

"A801 Series Options

"A Performer may grant an option for his services for not more than six additional years' engagement, provided that the following criteria are met:

- "(a) when the number of years optioned is three (3) or less, the Performer, at the time of granting the option, is entitled to receive a fee of not less than one hundred fifty percent (150%) of the applicable minimum fees; or,
- "(b) when the number of years optioned exceeds three (3), the Performer, at the

- time of granting the option, is entitled to receive a fee of not less than two hundred percent (200%) of the applicable minimum fees; and,
- "(c) for contracts entered into on or after [the date of ratification], the Performer is guaranteed either: (i) a minimum of \$8,500 per episode; or (ii) a total number of days equal to at least two (2) times the number of episodes guaranteed for the season in the case of a half-hour series, or at least four (4) times the number of episodes guaranteed for the season in the case of a one-hour series; and
 - "(ed) the contracted fee payable for each successive year optioned is at least one hundred ten percent (110%) of the previous year's contracted fee; and
 - "(de) the option for each successive year specifies the guaranteed engagement for each year of the option contract (e.g., the number of days, weeks or episodes); and
 - "(ef) the option for subsequent seasons shall only be effective if exercised in writing;
 - "(fg) the option provides time limits within which the Producer may exercise each option, and the degree of exclusivity of the option (i.e., whether the Performer must be available at certain times or whether the Producer has a first priority call on the Performer's services); and
 - "(gh) the option provides that either party may require a mediation meeting at the time the option is exercised. The meeting shall be convened between the Performer and the individual identified by the production entity as the Producer. The Performer and the Producer may mutually agree on a third party to act as mediator. Any cost of such third party mediation shall be borne by the party requesting mediation. The parties shall not be entitled to be represented or accompanied, except when the Performer is a Minor, he may be accompanied by a parent or guardian. The parties shall be entitled to air any difficulties or problems they experience with regard to the Performer's contract or the Performer's role in the Production, so they may cooperate in resolving or clearing such difficulties or problems. Mediation meetings may not be requested more than once a year. Contracts may only be amended upon written consent of both parties."

12. **D304 Stand-ins/Continuity Background Performers to be Members** (U-22)

Modify Article D304 as follows:

- “D304 Stand-ins / Continuity Background Performers to be Members**
“Only Union Members (with preference first to Full Members and then to Apprentice Members) shall be engaged in the categories of Stand-in or Continuity Background Performer except in the following circumstances:
- “(a) Minors;
 - “(b) where Union members are unavailable;
 - “(c) where unique characteristics are required;

- “(d) once the quotas under D501 (Minimum Number of Qualified Background Performers Required) have been satisfied, Continuity Background Performers may be retained on subsequent days;
- “(e) where Continuity Background Performers are engaged to work outside the limits of the Vancouver or Victoria Studio Zones pursuant to Article D301(e) (Preference of Engagement - Local Hires).”

13. **D401 Booking and Upgrades** (U-23)

Modify Article D401 as follows:

“D401 Booking and Upgrades

“Upon Booking, Background Performers shall be given specific notice of wardrobe requirements, date, time and place of production, category of Background Performer work and, if known:

- “(a) any prosthetics or special make-up that is required; ~~and/or~~
- “(b) use of rain towers; ~~or~~
- “(c) when work in artificial smoke and/or fog is required.

"If a Background Performer is not provided with specific notice of work described in D401(a), or (b) or (c) above upon Booking and there is a *bona fide* health and safety reason why the Background Performer is unable to perform duties that require work described in D401(a), or (b) or (c) 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 D401(a), or (b) or (c) 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 Performer work exists.

"Union members shall have the right of first refusal with respect to upgrades, additional work time, and additional work days, except for the purposes of continuity in a scene or specific characteristic requirements."

14. **Appendix Q** (U-25, P-12)

Modify Appendix Q as provided in the attached Exhibit A.

15. **A352 Studio Zone** (P-1.a.)

Modify the second paragraph of Article A352(a) as follows:

“For clarity, along the Studio Zone's eastern boundary, the area encompassing all east-west street addresses below 20000 is within the zone. Golden Ears Bridge, and its approaches, also are within the Studio Zone. The studio located at 20175 100A Avenue, Langley, BC - V1M 3X6 and the two studios located at 20146 100A Avenue, Langley, BC - V1M3G2 (including the parking lots for these studios located at 9758 203 Street, Langley, BC - V1M 3E3 and 20395 102B Avenue, Langley, BC V1M 3H3) shall be considered within the Studio Zone.”

16. **Performer Residency** (P-2)

The parties agree to the following based on Producers' assurances that there is no intention to reduce a Performer's guarantee due to a Performer's breach of this clause:

Add a new Article A507 as follows:

"A507 Performer Residency

- "(a) At the time of Booking of a Performer, the Producer has a right to require and the Performer shall supply to the Producer reasonable residency information as set out in the Canada Revenue Agency Guidelines for Film and Media Tax Credits 'Residency determination for tax purposes.' The Performer shall be given no less than two (2) business days to provide such information. Such information shall be kept confidential and held in compliance with all applicable privacy legislation except to the extent necessary to obtain the production tax credits.
- "(b) The Parties shall issue a mutually approved bulletin to their members on a semi-annual basis. It is understood that the documents required for establishing residency under the CRA guidelines may change from time to time and as such, the Parties agree to modify the bulletin accordingly."

17. **Minimum Call – Training** (P-6)

Add a new Article 2308 as follows:

"A2308 Training

"Performers who are required to attend Producer-provided training on a day when they are not also working shall be compensated for time spent in training at the Performer's contracted hourly rate with a minimum four (4) hour call."

18. **Treatment of Programs with a Declared Use of Television or New Media When Initial Exhibition is on a Different Television or New Media Platform** (P-10)

a. *Add a new Sideletter to the BCMPPA as follows:*

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

"During the 2021 negotiations, the parties discussed application of the prepayment options in Article C3 and Section R204(b) of Appendix R when a Program with a Declared Use (as provided under Article C101) of television (i.e., Free Television, Cable TV or Pay Television) or New Media is instead initially exhibited on a different television or New Media platform than its Declared Use.

"To resolve the complexity and uncertainty that arises in these circumstances, the parties agree that in the event a Producer elects to pay one hundred ten percent (110%) of the Performers' Net Fees under the prepayment option in Article C3 or Section R204(b) of Appendix R for a Program with a Declared Use of television or New Media, and the Program is initially exhibited on a different television or New Media platform than its Declared Use under C101, the prepayment terms that will apply to the Program will be the terms associated with the platform of initial exhibition.

"For example, say that a Producer produced a Program that, at the time of contracting Performers, had a Declared Use of New Media (specifically, on a subscription consumer pay New Media platform). The Producer elected to prepay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101, excluding Theatrical, under Section R204(b) of Appendix R. However, the Program has its initial exhibition on Pay Television instead of the subscription consumer pay New Media platform. Because the Program had its initial exhibition on Pay Television, the prepayment terms in Article C301(f) apply instead of the terms in Section R204(b), so that the prepayment now covers four (4) years of use instead of five (5) years. If the same Program had instead had a Declared Use of Pay Television, but an initial exhibition on a subscription consumer pay New Media platform, the one hundred ten percent (110%) would now cover five (5) years of use under Section R204(b) instead of four (4) years under Article C301(f).

"If a Program with a Declared Use of television or New Media is initially exhibited on more than one television and/or New Media platform on the same calendar day and the one hundred ten percent (110%) prepayment covers different periods of time under the prepayment terms applicable to those platforms (i.e.,

four (4) years versus five (5) years), the prepayment terms applicable to that Program shall be those that provide for a period of four (4) years.¹

"In the event that a Program is initially exhibited on a different television or New Media platform than its Declared Use, which results in a change in the applicable prepayment terms, the Producer will notify the Union of the television or New Media platform on which the Program has its initial exhibition no later than ninety (90) days after its initial exhibition.

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

[Signature blocks omitted.]

b. *Add a Sideletter to the BCMPA as follows:*

"Re: HBO Max

"During the 2021 negotiations, the parties discussed a New Media over-the-top ('OTT') platform called 'HBO Max' ('Max'). The following confirms the parties' agreement concerning the application of the B.C. Master Production Agreement ('BCMPA') to Max.

"Max offers over-the-top delivery of HBO's Pay Television service and carries all of that service's programming. Max also offers motion pictures and programs initially exhibited in theatrical and television markets (such motion pictures and programs will be referred to as 'Library Content'). Finally, Max offers original New Media Productions made for initial exhibition on Max.

"Based on the foregoing facts, the parties reached the following understanding:

"1. All Programs, including Library Content, made available or exhibited on HBO's Pay Television service and, therefore, made available on Max shall be treated as part of Pay Television Use pursuant to Article A357(c).

¹ "For clarity, Programs with a Declared Use of New Media that are made for initial exhibition on HBO Max and which have their initial exhibition on HBO Max are not subject to this paragraph."

- "2. Programs Made for HBO: The exhibition on Max of Programs with a Declared Use of Pay Television which have their initial exhibition on HBO's Pay Television service shall be subject to Article A357(c) (*i.e.*, the availability of the Program on Max shall be considered part of Pay Television Use).
- "3. Library Content: Except as provided in Paragraph 1 above, exhibition of Library Content on Max shall be considered New Media Use.
- "4. Programs Made for Max: The exhibition on Max of Programs with a Declared Use of New Media which have their initial exhibition on Max shall be considered New Media Use.

"The parties recognize that Max is a new and emerging platform, and that its business model is subject to change. Therefore, the provisions of this Sideletter shall expire on the termination date of the 2021 BCMPTA and will be of no force and effect thereafter; however, this Sideletter shall continue to apply to Programs, the principal photography of which commenced on or before the termination date of this Sideletter, or which were subject to a license agreement entered into on or before the termination date of this Sideletter."

[Signature blocks omitted.]

19. **Appendix R – Option 1** (P-13)

Modify R106 as follows:

“R106 Minimum Fees

“New Media Productions shall, where applicable, receive discounts on all applicable rates set out in the BCMPTA 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 BCMPTA may be discounted unless otherwise specified in Option 1.

Tier A	Over \$12,000 per minute	No discount, and BCMPTA 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*

Tier C*	Over \$7,500 to \$10,000 per minute	<ul style="list-style-type: none"> • 25% discount if only one <u>up to two (2)</u> non-Canadian performers** is <u>are</u> engaged, or; • no discount if more than one <u>two (2)</u> non-Canadian performers is <u>are</u> engaged
Tier D*	Less than \$7,500 per minute	<ul style="list-style-type: none"> • 35% discount if only one <u>up to two (2)</u> non-Canadian performers** is <u>are</u> engaged, or; - • no discount if more than one <u>two (2)</u> non-Canadian performers is <u>are</u> engaged

“(a) When 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) *Stet*

“(c) A second non-Canadian may be engaged only if a Canadian Performer receives billing that is not less than the second-most prominent cast billing and such Canadian Performer is one (1) of the two (2) highest paid Performers in the cast.

20. **Sideletter re: COVID-19**

Add a Sideletter re: COVID-19 as follows:

“Dear Lesley:

“The parties agree to the temporary provisions contained in this Sideletter, which will become effective as of May 1, 2021 and are intended to last only during the duration of the COVID-19 pandemic. This Sideletter shall expire on March 31, 2024; however, depending on the circumstances, the parties may mutually agree to terminate this Sideletter prior to that date, or to renew or extend its term beyond that date.

“In reaching the agreements contained in this Sideletter, the parties have considered the following:

- “A. The Producer’s obligation to provide a safe workplace, including WorkSafeBC requirements that Producers create a COVID-19 safety plan, consult with the applicable joint health and safety committee/representatives on the plan, post the plan in the workplace, and train Performers on the plan;
- “B. The BC Provincial Health Officer’s (“PHO”) guidance on private testing of asymptomatic individuals for COVID-19, including the letter re: PHO advice to businesses seeking to conduct private testing of asymptomatic employees dated June 17, 2020;
- “C. The BC Human Rights Code;
- “D. BC Employment and Labour law, including the Labour Relations Code and Employment Standards Act;
- “E. BC’s Personal Information Protection Act (“PIPA”);
- “F. COVID-19-related safety recommendations, guidelines and/or orders issued by public health authorities with jurisdiction over British Columbia, such as the Provincial Health Officer or the BC Centre for Disease Control (“BC CDC”); and
- “G. Types of COVID-19 testing available and their relative invasiveness.

“1. **COVID-19 Testing**

“The parties agree to the following in the event that a Producer decides to implement COVID-19 testing:

- “a. The Producer is responsible for health and safety in the workplace. Should the Producer choose to conduct COVID-19 testing in the workplace, it will do so in accordance with the applicable laws of British Columbia and in consideration of Items A.-G. above.
- “b. Whether or not COVID-19 testing is reasonable depends on all of the circumstances, including the community infection rate, the Performer’s position and whether other less intrusive measures are sufficient to achieve workplace safety.
- “c. COVID-19 testing must be conducted in compliance with applicable human rights and privacy legislation, including the BC Human Rights Code and PIPA.

- “d. All test results must be collected, used, disclosed and protected within the requirements of PIPA. Producers are responsible for securing individual Performer consent to the collection, use and disclosure of their personal information. All test results must be retained and destroyed in accordance with the retention of personal information requirements set out in PIPA.
- “e. Testing does not reduce the safety precautions a Producer should take with regard to all other forms of mitigating risk of virus transmission.
- “f. A Producer may require COVID-19 tests and temperature checks only for engaged Performers or Performers requested to enter a worksite in order to interview, audition and/or participate in a screen test.
- “g. After a Performer commences employment, a Producer may require the Performer to undergo testing (including regular periodic testing) as a condition of ongoing employment.
- “h. A Producer may require a Performer to undergo one or more temperature check(s) prior to the start of and/or during the workday.

“In addition, the Producer may also require a Performer to complete a COVID-19 health assessment survey prior to the start of work each day. Performers shall be paid one-tenth (1/10) of an hour for time spent completing a COVID-19 health assessment survey prior to the start of work, which shall not affect the Performer’s start time, meal times, rest periods or overtime. If the Producer instructs the Performer not to work based on the results of the COVID-19 health assessment survey, the Performer shall receive temporary COVID-19 paid sick leave for that day pursuant to this Sideletter, which shall be inclusive of the one-tenth (1/10) of an hour payment for completing the COVID-19 health assessment survey.

“i. Compensation for Time Spent Undergoing Testing

- “(1) A Performer who travels outside the Performer’s home to undergo a test on a day in which the Performer does not work for the Producer shall receive a stipend of one hundred dollars (\$100.00) CAD (plus insurance and retirement contributions) for a Background Performer or two hundred fifty dollars (\$250.00) CAD (no fringe) for all other Performers. Such stipend may also cover payment for time spent completing COVID-19 training of up to one (1) hour, which need not occur on the same day as the test, and time spent completing start paperwork, if a Producer elects to

require the Performer to complete start paperwork on a day when the employee does not work.

“Self-administered ‘at home’ COVID-19 tests are currently not available in British Columbia. Should such tests become available for use in British Columbia, the parties will meet to discuss an appropriate fee.

“No stipend is due if the Performer is otherwise paid; however, if a Performer performs work that is subject to a two (2) hour minimum call on the same day that the Performer undergoes a test, the Performer shall be paid the applicable stipend described above or compensation for time spent in working and undergoing the test, whichever is greater. Fringe payments shall not be due if a Performer is paid the two hundred fifty dollar (\$250.00) stipend under the preceding sentence.

“Also, no stipend is due to a Performer whose contract contains a Series Option, provided that the Performer is guaranteed no less than the minimum provided in [*the new*] Article A801(c).

“(2) Any time that a Performer spends undergoing health screening procedures after reporting to work shall be considered work time.

“j. Should an individual test positive:

“(1) The individual shall not be allowed to work.

“(2) The expectation would be that the individual will be directed to self-isolate by the Producer or the applicable Health Authority.

“(3) The individual may be required to undertake subsequent COVID-19 testing in order to return to work, as directed by the Producer or the applicable Health Authority.

“k. The Producer shall not unlawfully discriminate against a Performer who has a positive COVID-19 test.

“l. Any COVID-19 testing will be done using the least invasive collection method approved by an accredited laboratory for the test being utilized by the Producer.

“m. The Producer shall endeavor to provide flexible testing times within scheduled testing hours.

- “n. Should the Producer require a Minor to undergo a COVID-19 test on a day when the Minor is not also working, it shall endeavor to schedule the COVID-19 test outside of school hours.
- “o. To assist the Union in fulfilling its role as the collective bargaining representatives of Performers covered by this Agreement, and so that they may respond to member inquiries about positive test results on a production on which the member is employed, the Producer shall notify the Union as soon as practicable of the following information, to the extent known at the time, in the event of a positive test result on a production: the number of individuals with a positive test result, the Zone(s) in which the positive test result(s) occurred and the date the test result(s) was or were reported. In addition, Producer may include in the notice other information with regard to the positive test result(s).

"The Union shall provide the Producer with contact information for the individual designated to receive notice on behalf of the Union. The following is a sample notice that may be used under this provision and can include additional information, if known:

‘To: Union of B.C. Performers

‘This notice is to advise you that [#] individuals employed on [name of production] in Zone [A/B/C] returned a positive test result for COVID-19 on [date].’

“2. Temporary COVID-19 Paid Sick Leave

- “a. A Performer shall receive temporary COVID-19 paid sick leave for each day that the Performer is absent from work due to an Eligible COVID-19 Event for which the Performer is not otherwise paid by the Producer until the earlier of the following:

“(1) The Performer can return to work; or

“(2) The end of the Performer’s guaranteed employment period, provided that, for purposes of determining temporary COVID-19 paid sick leave, this period shall include the number of days that the Producer reasonably anticipated that the Performer would work.

“However, in no event shall a Performer receive more than a total of ten (10) days of temporary COVID-19 paid sick leave per Producer, which may cover one or more Eligible COVID-19 Events.

- “b. There shall be no accrual period. Temporary COVID-19 paid sick leave shall be immediately available to Performers upon commencing work.
- “c. Temporary COVID-19 paid sick leave may be used for any of the following “Eligible COVID-19 Events,” or any combination of Eligible COVID-19 Events:
 - “(1) The Performer has tested positive for COVID-19.
 - “(2) The Performer has exhibited symptoms of COVID-19.
 - “(3) The Producer has requested that the Performer isolate or self-quarantine because another person with whom the Performer has been in close contact has tested positive for COVID-19 or exhibited symptoms of COVID-19.
 - “(4) A member of the Performer’s household has tested positive for COVID-19 or exhibited symptoms of COVID-19.
 - “(5) A public official or healthcare provider has requested that the Performer isolate or self-quarantine due to COVID-19.
 - “(6) The Performer must provide care for a child or senior, whose childcare or senior care provider ceases operations due to COVID-19.
 - “(7) The Performer needs to care for a child, parent or spouse who is subject to a federal, provincial or local quarantine or isolation order related to COVID-19 or has been advised by a healthcare provider to self-quarantine related to COVID-19.
- “d. Performers on sick leave for COVID-19 symptoms are expected to follow guidance from the BC CDC regarding COVID-19 testing and self-isolation (*i.e.*, they are expected to undertake COVID-19 testing and self-isolate).
- “e. For each day of temporary COVID-19 paid sick leave used by a Performer, the Performer shall receive payment as set forth below, based on the Performer’s contracted rate, but in no event more than \$750 CAD per day and \$7,500 CAD in the aggregate. A Performer who is paid the Performer’s full regular salary or guarantee for a period that includes absence due to an Eligible COVID-19 Event shall not receive temporary COVID-19 paid sick leave in addition to the Performer’s salary or guarantee.

“(1) Performers employed on a daily basis – applicable daily rate.

“(2) Performers employed on a weekly basis – one-fifth (1/5) of weekly rate.

“Such payments shall be subject only to pension and health contributions.

“Payments made under this temporary COVID-19 sick leave provision shall not impact any calculation of Use Fees.

“f. The Performer may be required to submit verification (*e.g.*, a doctor’s note) of the Eligible COVID-19 Event in order to receive more than three (3) days of temporary COVID-19 paid sick leave for such Eligible COVID-19 Event.

“g. Producer shall comply with BC employment and labour law and applicable human rights legislation with respect to reinstatement of a Performer following a leave of absence due to COVID-19.

“h. Performers are not entitled to payment for any unused temporary COVID-19 sick leave under this Sideletter

“i. If a Performer has an Eligible COVID-19 Event while on distant location and is unable to return home, the Producer shall provide the Performer with lodging and per diem while on distant location, in addition to temporary COVID-19 paid sick leave under the foregoing provisions of this section.

“3. **Meals and Individual Packaging**

“Meals and snacks will be served in individually packaged or wrapped portions. Communal ‘buffet style’ food service, including salad bars, trays of food, or any food service that requires sharing of utensils such as serving spoons or tongs, will not be permitted. Compliance with the foregoing satisfies any obligations under the collective bargaining agreement to provide a meal to Performers.

“4. **Electronic Receipt of Documents**

“To the extent the Producer implements electronic documents in lieu of paper documents, Performers shall accept e-delivery of and provide e-signatures for the following items: (1) start paperwork; (2) time cards; (3) deal memos; and (4) direct deposit of payroll to Performers without talent agent representation. If a Performer does not possess or have access to a device or technology which permits receipt and transmission of electronic documents, the Producer will either

provide the Performer with a hard copy of the document or make other arrangements for the Performer to receive and sign electronic documents. Upon request, Producer agrees to meet with the Union to discuss measures for ensuring the proper protection of personal information contained in the foregoing documents and other related privacy concerns.

“5. **All Budget Thresholds Exclude COVID-19-Related Expenses**

“Under certain provisions of the UBCP Master Production Agreement, terms and conditions of employment are linked to the budget of a program. The parties have discussed the increased costs that productions will incur to implement various health and safety protocols related to the COVID-19 pandemic. Because those unprecedented costs are additive to the standard production costs on which the parties negotiated the budget tiers that determine terms and conditions of employment, the parties agree that the following costs shall be excluded from consideration of whether a program falls within a given budget tier: health screening (including testing, health assessment surveys and temperature checks), personal protective equipment, salaries of COVID-19 compliance monitor(s) performing only COVID-19-related duties, COVID-19-related cleaning costs in excess of ordinary or usual cleaning costs, portable hand washing stations (unless they would have been necessary in the absence of COVID-19), additional bathroom units, costs of lodging and per diem for employees who are required to isolate or self-quarantine and payments made to employees during any self-isolation or quarantine (other than those due to an “Eligible COVID-19 Event,” as defined in Item 2.c. above), any contingency required by a bank or bond company for the specific purpose of covering costs related to COVID-19 and costs of an insurance policy for the specific purpose of covering costs related to COVID-19 (also sometimes referred to in such policies as a “communicable disease”).

“6. **Work from Home**

“The following applies when an Producer requires a Performer to work remotely from home:

- “a. If a Performer does not have equipment necessary to work remotely from home and the Producer does not provide such equipment, the Performer shall submit a request to the Producer for purchase or rental of the necessary equipment. Producer shall reimburse the Performer for any pre-approved purchases or rental costs after the Performer submits receipts or other appropriate proof of purchase/rental.
- “b. Producer shall provide a Performer with any technology training that it determines is necessary in order for the Performer to work remotely from home (which shall not be considered work time).

“c. Producer shall reimburse any necessary and reasonable costs that a Performer incurs as a direct consequence of working remotely from home, provided that the Producer has approved such expenses in advance and the Performer submits appropriate proof of the expense.

“7. **Tutors - Remote Instruction**: Amend Article A2706(c) so that a Tutor may provide instruction remotely to the extent permitted by law or the applicable governmental authority.

“8. **Enabling**: On a case-by-case basis, the Producer may request modifications to the terms and conditions contained in this Sideletter to be applicable only to a specific production pursuant to the enabling procedure set forth in Article A112 of the Master Production Agreement.

“9. **Conflict of Laws**

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

21. **Housekeeping Items**

- a. Gender Neutral Language (UHK3) – Replace gender-specific pronouns with proper nouns such as performance category, provided that such replacement does not result in any grammatical errors or substantive changes.
- b. Arbitrators (UHK4) – Delete Stan Lanyon and David McPhillips from the list of arbitrators in A1007 and add Corrin Bell and Randy Noonan.
- c. Add definition of Stunt Coordinator to A2606. (UHK5)

Modify the first paragraph of A2606 as follows:

"A2606 Creating and Engineering Stunts - Stunt Coordinator

"The Union will provide a list of Stunt Performers who have worked as Stunt Coordinators. The Producer agrees to consider Stunt Coordinators from this list prior to employing Stunt Coordinators from any other source. The Stunt Coordinator is responsible, under the direction of the Producer or its designee, for the casting and supervision of Stunt Performers, the coordination of stunts and/or action sequences, and the coordination of Performer action as required.

"The creating and engineering of stunts, and the engagement and supervision of Stunt Performers shall be governed by the following:"

Stet remainder of the Article.

- d. Add reference to A24 to the Stunt section. (UHK6)

Add a new Article 2613 as follows:

"A2613 Nude Scenes

"The provisions of Article A24 - Nude Scenes apply to Stunt Performers."

- e. Retitle A2705(e) as "Rest Period Between Work Days and/or Between a Work Day Followed by a School Day (Turnaround)." (UHK7).
- f. Correct D101(a) to match D501. (UHK8)

Modify D101(a) as follows:

"D101(a) Minimum Daily Fees (Per Qualified Background Performer)

"When a Background Extra Member is one (1) of the first ~~fifteen (15)~~sixteen (16) Background Performers hired on a Production day (or one (1) of the first ~~twenty-five (25)~~ twenty-six (26) Background Performers hired on a Production day for a theatrical motion picture with a budget of twenty million dollars (\$20,000,000) or more), such extra member shall be paid in accordance with D101(a) (Minimum Daily Fees (Per Qualified Background Performer))."

- g. Appendix M (UHK9) – Add a line on Appendix M (Background Performer Voucher) for emergency contact information.
- h. Appendix M-1 (UHK10) – Modify Appendix M-1 (Non-Qualified Background Performers Voucher) as per the draft form provided by the Union on March 8, 2021.
- i. Appendix "A" (PHK1) – Update the Companies in Appendix A as provided on the attached Exhibit 1.

- j. Sideletter No. 2 (PHK2) – Update the list of Companies in Sideletter No. 2 as provided on the attached Exhibit 2.

FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN AFFILIATES OF THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS



Carol A. Lombardini, President

Date: April 6, 2021


FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN MEDIA PRODUCERS ASSOCIATION - BRITISH COLUMBIA PRODUCERS BRANCH



Jason Lee, Vice President, BC Industrial Relations

Date: April 5, 2021

FOR THE UNION OF BRITISH COLUMBIA PERFORMERS, THE BRITISH COLUMBIA BRANCH OF ACTRA



Ellie Harvie, President

Date: April 6, 2021

EXHIBIT A

British Columbia Independent Production Incentive Program ("BC Indie Program")

The modifications set out in this Appendix cover Performers engaged on eligible low budget projects.

Q101 Purpose

- (a) The purpose of the BC Indie Program is to encourage low budget Canadian independent film and television projects engaging professional Performers represented by UBCP.
- (b) To this end, Performers' minimum fees under the British Columbia Master Production Agreement ("the BCMPA") may be discounted in accordance with the Schedule of Discounts found below.
- (c) Productions fulfilling the conditions of Q102 and Q103 below are ~~automatically~~ eligible to benefit from the provisions of ~~this Appendix~~ the BC Indie Program.
- (d) ~~This Appendix~~ The BC Indie Program is not intended for and is not available to foreign service production directly or indirectly through a Canadian line production company or another Canadian agent.

Q102 Filing Procedure

- (a) Producers wishing to access the BC Indie Program must first be signatory to the BCMPA.
- (b) In all instances in which the BC Indie Program is silent, the terms and conditions of the BCMPA apply.
- (c) At least ~~two (2)~~ three (3) weeks in advance of principal photography, the Producer will provide to UBCP filing documents including (i) a copy of the shooting script, (ii) detailed and certified Production and cast budgets, (iii) outlines of distribution arrangements (both extant and under negotiation), and; (iv) full disclosure of all sources of financing for the project, (v) where distribution rights have been pre-sold to finance production, a sales plan for the project, including estimates for relevant open territories, and; (vi) together with confirmation of the Producer's intent to access the BC Indie Program agreement (collectively, "Filing Documents"). Productions which do not provide a minimum of three (3) weeks advance notice to the Union shall only be permitted to access the BC Indie Program with the approval of the Union.
- (d) Upon receipt of the above Filing Documents, the Union shall have five (5) business days to notify the Producer of any reasonable issues with the Filing Documents (including but not limited to, incomplete information, or information which may impact the qualification of the project per the terms of Q103), and the Producer shall have five (5) business days to cure any such issues. If the Producer fails to cure such issues with the Filing Documents within the five (5) business days of notice from the

Union, the Union shall have the right to deny the Production's access to the BC Indie Program, or to agree to modified terms with the Producer.

- (~~d~~e) A standard executed Security Agreement as per Appendix "J" of the BCMPA is required prior to principal photography.

Q103 Qualified Projects

Those projects that qualify for the BC Indie Program 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 BCMPA 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 or as an official co-production as administered by Telefilm Canada. UBCP will consider in good faith a request from an official treaty co-production as administered by Telefilm Canada to access BC Indie provided that the total production budget meets the BC Indie 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 or Creative BC. 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 the BC Indie Program ~~cannot have its~~ which has pre-sold significant world-distribution rights pre-sold to finance production, ~~i.e., there must be~~ must demonstrate that there are meaningful open markets for ~~its~~ distribution of a BC Indie Program-qualified project. Producers at the time of production shall make full disclosure to the UBCP 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 C407. _
- (e) Qualified Producer: To access the BC Indie Program, the Producer(s) of a project must be a member in good standing of the CMPA. For clarity, Article A412 of the BCMPA applies to productions being produced under the BC Indie Program.
- (f) Television productions which obtain a majority of their production financing from a U.S. entity, person or related entity (via license fees, distribution advances, goods and services, and/or equity investment) shall not be eligible.
- (g) Canadian Exhibition: Television productions must have a confirmed commitment for a Canadian exhibition at the time of production. For clarity, the Canadian exhibition may follow the initial exhibition in a foreign territory.

Q104 Excluded Projects

The BC Indie Program does not apply to the following types of projects:

- (a) industrial/corporate videos

- (b) all Productions of any type that are fifteen (15) minutes or less in length
- (c) Dubbing
- (d) Pilot Productions for which the Producer is utilizing Article B205 of the BCMPA unless the projected Budget for the series would qualify the Production for the benefits of this Appendix.
- (e) Made for Television Movies (MOW's), created primarily for sale to U.S. markets.

Q105 Series

Producers seeking to avail themselves of ~~this Appendix~~ The BC Indie Program 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 A801 of the BCMPA for Performers.

Q106 Schedule of Discounts of Minimum Fees

Budget	All Canadian Cast Discount	Other Percentage Discount <i>See Q109</i>
Features, Movies of the Week (MOWs), and Each 2 Hours of Mini-Series		
Period 1: Up to \$1,792,252 Period 2: Up to \$1,846,019 Period 3: Up to \$1,901,400 Tier A: Up to \$1,958,442	35%	25%
Period 1: \$1,792,253 - \$2,389,320 Period 2: \$1,846,020 - \$2,460,999 Period 3: \$1,901,401 - \$2,534,829 Tier B: \$1,958,443 - \$2,610,873	25%	15%
Period 1: \$2,389,321 - \$2,747,719 Period 2: \$2,461,000 - \$2,830,151 Period 3: \$2,534,830 - \$2,915,055 Tier C: \$2,610,874 - \$3,002,506	15%	5%
Super-Low Budget Features and MOWs [see Q107]		
Period 1: Under \$298,708 Period 2: Under \$307,669 Period 3: Under \$316,900 Tier A: Up to \$326,407	45% <u>50%</u>	35% <u>40%</u>

Budget	All Canadian Cast Discount	Other Percentage Discount <i>See Q109</i>
Tier B: <u>\$326,408 - \$750,000</u>	<u>40%</u>	<u>30%</u>
TV Series on Film / HD (per ½ hour) [see Q108]		
Period 1: Up to \$179,331 Period 2: Up to \$184,711 Period 3: Up to \$190,253 Tier A: Up to \$195,960	30%	20%
Period 1: \$179,332 - \$391,558 Period 2: \$184,712 - \$403,304 Period 3: \$190,254 - \$415,403 Tier B: <u>\$195,961 - \$427,865</u>	20%	10%
Period 1: \$391,559 - \$557,094 Period 2: \$403,305 - \$573,807 Period 3: \$415,404 - \$591,021 Tier C: <u>\$427,866 - \$608,751</u>	15%	5%
Period 1: \$557,095 - \$696,369 Period 2: \$573,808 - \$717,260 Period 3: \$591,022 - \$738,777 Tier D: <u>\$608,751 - \$760,940</u>	10%	5%
TV Series on Tape (per ½ hour) [see Q108]		
Period 1: Up to \$35,840 Period 2: Up to \$36,915 Period 3: Up to \$38,023 Tier A: Up to \$39,163	40%	30%
Period 1: \$35,841 - \$84,891 Period 2: \$36,916 - \$87,437 Period 3: \$38,024 - \$90,060 Tier B: <u>\$39,164 - \$92,761</u>	30%	20%

Budget	All Canadian Cast Discount	Other Percentage Discount <i>See Q109</i>
Period 1: \$84,892 - \$161,279 Period 2: \$87,438 - \$166,118 Period 3: \$90,061 - \$171,101 Tier C: <u>\$92,762 - \$176,234</u>	20%	10%
Period 1: \$161,280 - \$250,879 Period 2: \$166,119 - \$258,406 Period 3: \$171,102 - \$266,158 Tier D: <u>\$176,235 - \$274,142</u>	15%	5%
TV Drama Specials and One-off Productions (per ½ hour and less than 2 hours)		
Period 1: Up to \$408,536 Period 2: Up to \$420,792 Period 3: Up to \$433,416 Tier A: <u>Up to \$446,418</u>	35%	25%
TV Drama Specials and One-off Productions (per ½ hour and less than 2 hours)		
Period 1: \$408,537 - \$504,038 Period 2: \$420,793 - \$519,159 Period 3: \$433,417 - \$534,734 Tier B: <u>\$446,419 - \$550,776</u>	25%	15%
Period 1: \$504,039 - \$583,623 Period 2: \$519,160 - \$601,131 Period 3: \$534,735 - \$619,165 Tier C: <u>\$550,777 - \$637,739</u>	15%	5%

Q107 Limitation on Super-Low Budget Features and MOWs

- (a) A minimum of ten percent (10%) of the total Production budget must be apportioned to the cast for Tier A and five percent (5%) of the total Production Budget for Tier B.
- (b) The following statement must appear directly under the UBCP logo in the credit roll in all prints of the Production: “This Production was made with the generous support of the UBCP membership.”

Q108 Series

BC Indie Program discounts will not apply to dramatic Series beyond the production of the initial sixty-five (65) Episodes.

Q109

- (a) Minimum fees payable to Performers in Qualified Background Performer categories may not be discounted. However, the minimum daily requirement for Qualified Background Performers may be ten (10) qualified extras. For Productions that qualify as Super-Low Budget, the requirement to engage UBCP members as Background Performers (Article D501) will be waived.
- (b) Discounts noted above are to be calculated solely on the minimum daily, hourly, overtime, and weekly fees under the BCMPA. No other rates or fees (including residual, prepayment, or Use payments, if exercised) in the BCMPA 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 up to two (2) non-Canadian Performers in a BC Indie Program project. UBCP will consider in good faith a request that a non-Canadian Performer be the highest paid when such Performer is essential to financing.

Q110 Credits

- (a) Lead Actors will receive either:
 - (i) up-front credits if the Producer receives such credits; or
 - (ii) single-card billing in tail credits; or
 - (iii) credit at the end of the Production that is no less prominent than for any other key personnel.
- (b) Lead Actors will receive equivalent credit in all print campaigns under the control of the Producer when any other key personnel receive credit.
- (c) The Producer shall include the UBCP logo on the credit or cast roll. UBCP will provide logos in electronic format.

Q111 Prior Notice and Right to Negotiate

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 BC Indie Program 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.

Q112 Use Payments

At the time of production, the Producer shall choose either (a) or (b) below with respect to additional Use of the Production beyond the applicable declared use period set forth in C101 (Distribution Rights).

(a) Prepayment Option

(i) Theatrical Motion Pictures

When the Program's Declared Use is Theatrical, the Producer may pay one hundred thirty-five percent (135%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights) (or one hundred thirty percent (130%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding New Media) for a period of four (4) years from the date of first use in a residual market. After the expiration of such four (4) year period, the Producer will pay five percent (5.0%) of "Distributors' Gross Revenue" ("DGR"), as that term is defined in C407, with respect to all media other than Theatrical, for which the Producer retains unrestricted worldwide Theatrical use for the period of the copyright of the Program.

(ii) Free Television Series

When a Program's Declared Use is Free Television, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in 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. 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%) (or one hundred five percent (105%)) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay five percent (5.0%) of DGR with respect to all subsequent exploitation of the Program.

(iii) Free Television Long-Form Programs

When a Long-Form Program's Declared Use is Free Television, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical and New Media) for a period of four (4) years from the date of first exhibition in a residual market. Before the expiration of any four (4) year period, the Use Fees may be

renewed for an additional four (4) year period upon payment of an additional one hundred ten percent (110%) (or one hundred five percent (105%)) of the Performers' Net Fees. In lieu of renewing a four (4) year period, the Producer shall pay five percent (5.0%) of DGR with respect to all subsequent exploitation of the Program.

(iv) **Cable TV**

When a Program is made primarily for Cable Television, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide Use in all media enumerated in C101 (Distribution Rights), excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide Use in all media enumerated in C101 (Distribution Rights) above, excluding Theatrical and New Media) for a period of five (5) years from the date of first exhibition in a residual market. 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%) (or one hundred five percent (105%)) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay 5.0% of DGR with respect to all subsequent exploitation of the Program.

(v) **All Other Media Enumerated in C101 (Distribution Rights)**

When the Declared Use is other than Theatrical, Free Television, Cable TV or New Media, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical and New Media) for a period of four (4) years from the date of first exhibition in a residual market. After the expiration of such four (4) year period, the Producer will pay five percent (5.0%) of DGR with respect to all subsequent exploitation of the Program.

(vi) **Conversion to Theatrical**

When a Program has a Declared Use other than Theatrical, and is distributed for Theatrical Use, the Producer shall pay to the Performers the following percentages of the Performer's Net Fees for unlimited Theatrical Use:

(A) Programs sixty (60) minutes or less in length: 15%

(B) Programs exceeding sixty (60) minutes in length: 30%

(vii) In the event the Producer elects to pay the one hundred thirty percent (130%) prepayment in subparagraph (i) above or the one hundred five percent (105%) prepayment in subparagraphs (ii), (iii), (iv) or (v) above, and the Producer exploits the Program in New Media, the Performers shall be paid New Media Use Fees in the aggregate in the amount of five percent (5.0%) of DGR.

(b) **Advance Option**

A Producer who chooses the Advance Option shall choose one (1) of the following options at the time of production 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%	10%

(super-low budget features and MOWs)

Q113 Joint Administration

The CMPA-BC agrees to administer the BC Indie Program in all facets jointly with UBCP on a principle of equality between UBCP and the CMPA-BC. UBCP and the CM PA-BC will monitor the progress of any BC Indie Program project and will intervene should there be any default in a BC Indie Program-produced project.

Q114 Term

To monitor the application and effectiveness of the BC Indie Program, representatives of UBCP and the CMPA-BC shall meet periodically, but no less frequently than every six (6) months, during the term of the BC Indie Program.

Q11X Performance Bond

The Parties understand that BC Indie Productions are produced with small budgets. Producers can request additional 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 of its decisions with respect to any modified security arrangements requested by Producers.”

EXHIBIT 1

APPENDIX “A” TO THE 2021-2024 BCMPA

List of Individuals, Persons, Partnerships, Firms, or Corporations Bound By This Agreement

137 Production Services Inc.
3253 Production Services Inc.
Alameda Entertainment B.C., Inc.
Almanack Productions, Inc.
Apple Studios Canada Inc.
BL Buster Production Services Inc.
Brightlight Pictures Inc.
Bron Studios Inc.
CBS Canadian Film and Television Inc.
Gabriel Simon Production Services Limited
GEP Productions Inc.
Green Zone Productions, Inc.
Green Zone Productions II, Inc.
Green Zone Productions III, Inc.
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Legendary Television Animation, LLC
Legendary Television Productions, LLC
Manly Shore Production Services Inc.
Mayflower Productions, Inc.
Mayflower Productions II, Inc.
Meat EP Productions-Can Inc.
MGM Production Services (B.C.), Ltd.
MGM Production Services (Canada) Ltd.
Paramount Pictures Corporation (Canada) Inc.
Productions Legendary Quebec, Inc.
Renraw Production Services Inc.
Riverside Television, B.C.
Screen Gems (Canada) Limited
Shadow Lake Films, a division of Adjacent Production Services Inc.
Silverstrand Production Services Inc.
SKG Studios Canada Inc.
Stage 49 Ltd.
Tuppence Productions-1 Inc.
Twentieth Century Fox Canada Limited
20th Century Studios Vancouver Productions, Ltd.

Universal Studios Canada Inc.
Warner Bros. Pictures (B.C.), Inc.
Warner Bros. Television (B.C.), Inc.
Water Tower Production Services Inc.

EXHIBIT 2

Companies Listed in Sideletter No. 2 to the 2021-2024 BCMPPA

ABC, Inc.
ABC Family Channel
Alameda Entertainment, Inc., B.C.
American Broadcasting Companies
Apple Studios Canada Inc.
Apple Video Programming LLC
Atlantis Alliance Productions Ltd.
Buena Vista Pictures Distribution
Buena Vista Television
CBS Canadian Film and Television Inc.
CBS Productions Inc.
CBS Studios Inc.
CPT Holdings, Inc.
Columbia Pictures Industries, Inc.
Columbus Circle Films
DIC Entertainment LP
DIC Productions LP
Disney Channel
DreamWorks II Production Co., LLC
Eye Productions Inc.
Focus Features LLC
4400 Productions Inc.
FOX Broadcasting Company
FX Productions LLC
Gabriel Simon Production Services Limited
Games Production, Inc.
Granada Media Group Limited
Hollywood Pictures
Home Box Office
Horizon Scripted Television Inc.
JHC TV Canada Limited
King Phoenix Productions, Inc.
King Telepro, Inc.
L Word Season IV Productions Inc.
Legendary Pictures, Productions LLC.
Mandalay Pictures LLC
MGM Production Services (B.C.) Ltd.
MGM Distribution Co.
MGM Television Entertainment Co.

Miramax Pictures
NBC Universal Television Distribution, a division of Universal Television Group LLC
Paramount Pictures Corporation
Paramount Pictures Corporation (Canada), Inc.
Pet II Productions
Producers Entertainment Group Ltd.
Remote Productions
Republic Home Entertainment
Riverside Television, B.C., Inc.
Rogue, a division of Focus Features
Screen Gems (Canada) Ltd.
Showtime Networks, Inc.
Spelling Television, Inc.
Steven Bochco Productions, Inc.
SKG Studios Canada Inc.
TNT Originals Telepictures Distributions
ABC Signature LLC
Turner Films, Inc.
Turner Pictures Worldwide Distribution, Inc.
20th Century Studios, Inc.
Twentieth Television
Universal City Studios LLC
Universal 1440 Entertainment LLC
Universal Content Productions LLC
Universal Television LLC
Universal Television Enterprises LLC
VC Productions Inc.
VZS: Western Pictures, Inc.
Viacom Productions, Inc.
Walt Disney Pictures
Warner Bros. International Television Distribution Inc.
Warner Bros. Pictures
Warner Bros. Television
Warner Bros. Domestic Television Distribution
Warner Bros. Pictures (B.C.), Inc.
Warner Bros. Television (B.C.) Inc.
Wilshire Court Productions
Worldvision Enterprises, Inc.
WT Productions, Co.