

ACTRA

ACTRA Policy on Riders and Long Form Performer Contracts

In light of the increasing complexity of Riders and Long Form Performer Contracts in productions undertaken in ACTRA's jurisdiction, ACTRA hereby publishes the following Policy on Riders and Long Form Performer Contracts in order to clarify ACTRA's position for the benefit of Producers, Performers and their Talent Agents.

It is explicitly acknowledged in Article A508 of the ACTRA-CMPA/AQPM Independent Production Agreement (IPA) that Performers have the right to negotiate above the minimum terms of the Agreement.

Article A508 - Right to Negotiate Above Minimums

The Producer shall not restrict the right of the Performer to negotiate terms (including rates or fees) and conditions in excess of the minimum provisions of this Agreement. While the Producer may advise that a Role has been budgeted at minimum fees, such advisement, in oral or written notices, must state that Performers who work above minimum fees are welcome to audition and will be considered.

The IPA also acknowledges that ACTRA has the right on behalf of any Performer to enforce any above minimum terms and conditions negotiated by a Performer with a Producer.

Article A509 - Protection of Above Minimum Terms

Performers engaged at terms or conditions in excess of the minimum provisions of this Agreement shall be entitled to exercise all the benefits and protection of the provisions of this Agreement.

ACTRA recognizes a Producer and a Performer may enter into a Long Form Performer Contract or attach a Rider to the standard IPA Performer Contract outlining terms and conditions of engagement that may not be specifically covered in the IPA, or above minimum terms and conditions negotiated by a Performer and Producer.

In order to put all Producers on notice in respect of the negotiation of Riders and Long Form Performer Contracts, ACTRA sets out its Policy on Riders and Long Form Performer Contracts as follows:

1. Producers are obligated to ensure that all terms and conditions in any Performer Contract (IPA Standard or Long Form) or Rider meets the minimum acceptable conditions of engagement outlined in the IPA. That is to say, no term or condition of a Performer Contract or Rider can be inconsistent with the minimum provisions of the IPA. To the extent that any term or condition in a Performer Contract or Rider is less favourable than the relevant IPA provision, such term or condition is not enforceable by the Producer. This applies even if the Performer knowingly agreed to the specific term or condition.

2. As a matter of general contract administration, ACTRA will enforce the terms of the IPA without regard to the existence of any Performer Contract or Rider, save and except where:
 - a. the IPA is silent in respect of the specific issue covered by term or condition in the Performer Contract or Rider; or
 - b. the term or condition in the Performer Contract or Rider exceeds the relevant minimum provisions of the IPA (per Article A508 above).
3. ACTRA's position is Performers covered by the IPA are entitled to the benefit of the generally applicable law, including without limitation the relevant principles contained in the arbitral jurisprudence, the relevant Human Rights Code, the Employment Standards Act and the like. Therefore, the provisions of the IPA must be interpreted and applied in a manner consistent with generally applicable laws. In addition, the IPA, as a Collective Agreement, is subject to the applicable arbitral jurisprudence and any attempt by a Producer to contractually exempt the IPA from this jurisprudence will be considered as null and void.
4. ACTRA's position is an individual performer is not in legal position to assign or convey any right, contractual or statutory, that the performer does not currently possess. Thus the ACTRA Policy with respect to any prospective assignment contained in a performer contract of any Performer Right, contractual or statutory, that does not currently exist is that such assignment or conveyance is null and void ab initio. Further, ACTRA's position is the Use Fees to which a Performer is entitled (by virtue of the IPA) are not consideration for the assignment by the Performer of any other Performer Right granted by statute, international treaty or the like - whether or not such Performer Right exists at the time of the Performer's engagement.